

Ord.

2014-0418

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(GENERAL GOVERNMENT BUILDINGS)

ORDINANCE NO. 15-1-3

An ordinance to approve and authorize the execution of a Contract with Boasso Construction of Meraux, LA for the St. Charles Parish Animal Shelter Emergency Stand-by Generator, Project # FEMA-1603-DR-LA-0079, in the amount of \$328,500.00.

WHEREAS, sealed bids were received by St. Charles Parish on November 6, 2014 for the St. Charles Parish Animal Shelter Emergency Stand-by Generator project at 921 Rue La Cannes Drive in Luling; and,

WHEREAS, Huseman & Associates, the Engineer for the project, has reviewed the bids and recommended that the project be awarded to the low bidder, Boasso Construction of Meraux, LA in the amount of \$328,500.00; and,

WHEREAS, the installation of a stand-by generator at the St. Charles Parish Animal Shelter will provide enhanced security for the employees working and animals housed in the shelter during emergencies and will allow for the resumption of vital animal control services immediately following an emergency; and,

WHEREAS, said project is being funded by assistance provided by the Federal Emergency Administration (FEMA).

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:


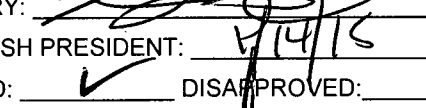
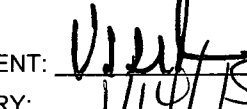
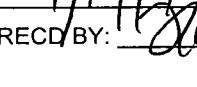
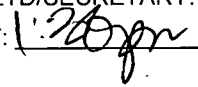

SECTION I. That the bid of Boasso Construction of Meraux, LA for the St. Charles Parish Animal Shelter Emergency Stand-by Generator project, Project # FEMA-1603-DR-LA-0079, be hereby approved and accepted in the amount of \$328,500.00.

SECTION II. That the Parish President is hereby authorized to execute said Contract on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: SCHEXNAYDRE, LEWIS, WILSON, WOODRUFF, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 12th day of January, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
SECRETARY: 
DLVD/PARISH PRESIDENT: 1/14/15
APPROVED:  DISAPPROVED: _____
PARISH PRESIDENT: 
RETD/SECRETARY: 1/14/15
AT:  RECD BY: 

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON February 3, 2015
AS ENTRY NO. 403406
IN MORTGAGE/CONVEYANCE BOOK
NO. 1605 FOLIO 16

REFERENCE
Ord. 15-12-14

SECTION 00600

CONTRACT BETWEEN OWNER AND CONTRACTOR

This Agreement entered into this 26th day of January, 2015, by **Boasso Construction**, hereinafter called the "Contractor", whose business address is **4600 E. St. Bernard Hwy., Meraux, LA 70075**, and St. Charles Parish, herein represented by the Parish President executing this Contract, hereinafter called the "Owner".

Witness that the Contractor and the Owner, in consideration of premises and the mutual covenants; consideration and agreement herein contained, agree as follows:

The Contractor shall furnish all labor and materials and perform all of the Work required to build, construct and complete in a thorough and workmanlike manner:

St. Charles Parish Animal Shelter Emergency Stand-by Generator

Project # FEMA-1603-DR-LA-0079

Base Bid: \$325,000.00

Alternate#1: \$3,500.00

The abovementioned work shall be completed in strict accordance with Contract Documents prepared by:

Huseman & Associates

3925 N. I-10 Service Rd., Suite 201-B

Metairie, LA 70002

It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated **September 11, 2014**, Addenda number(s) **1-4**, the Instruction to Bidders, Bid Form, General Conditions, Supplementary Conditions, any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

The work shall be commenced on a date to be specified in a written order of the Owner and shall be completed within **150** consecutive calendar days from and after the said date.

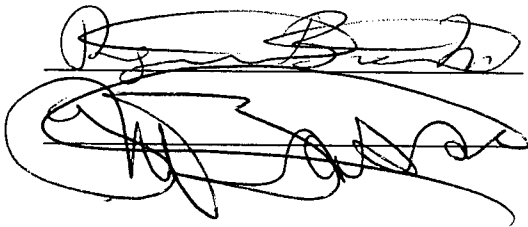
By signing this Contract, the Contractor recognizes that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with the General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner **One Hundred** dollars (\$100.00) per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated

Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the Work on or before the date specified shall be deemed in default.

The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of **Three Hundred, Twenty-eight Thousand, Five Hundred** U.S. dollars, (\$328,500.00) which sum represents the Base and Alternate bid.

In Witness whereof, the parties hereto on the day and year first above written have executed this agreement in **Six (6)** counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

WITNESSES:



CONTRACTOR: Boasso Construction

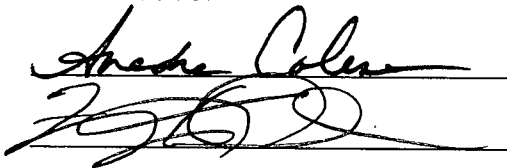
BY:


Janet Boasso
Managing Member

Address for giving notices:


4600 E. ST. BERNARD Hwy
MEKAUX, LA 70075

WITNESSES:



OWNER: ST. CHARLES PARISH

BY:


V.J. ST. PIERRE, JR.
PARISH PRESIDENT

Address for giving notices:

P.O. Box 302
15045 River Road
Hahnville, LA 70057