
SECTION 00600

CONTRACT BETWEEN OWNER AND CONTRACTOR

This Agreement entered into this _____ day of _____, 20____, by **Frickey Brothers Construction Inc.**, hereinafter called the "Contractor", whose business address is **101 Louisiana St., Paradis, LA 70080**, 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:

Killona Community Center
Project # P140311
Base Bid: \$415,209.48

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

Murray Architects
13760 River Rd.
Destrehan, LA 70047

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 **October 9, 2014**, Addenda number(s) **1-3**, 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 **300** 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 **Three Hundred dollars (\$300.00)** 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 **Four Hundred & Fifteen Thousand, Two Hundred & Nine & 48/100** U.S. dollars, (**\$415,209.48**) which sum represents the Base 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:

Candice Eskidge
Jimmy Dickey

CONTRACTOR: Frickey Brothers Construction Inc

BY:

Dana Frickey
President

Address for giving notices:

FRICKEY BROTHERS CONST.
101 LOUISIANA STREET
PARADIS, LA 70060
985-758-7332

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



PROJECT TITLE: Killona Community Center

PROJECT NO: P140311

DATE & TIME: November 20, 2014 @ 11:00 a.m.

ENGINEER'S ESTIMATE: \$370,000.00

BIDDER	ADDRESS incl EMAIL ADDRESS	LICENSE NUMBER	LICENSE NUMBER on ENVELOPE	Required at Time of Bid Opening						Required within 10 days from Apparent Low Bidder			BASE BID	ALTERNATE 1 If Applicable	ALTERNATE 2 If Applicable	ALTERNATE 3 If Applicable
				ACKNOWLEDGE ADDENDUM #1	ACKNOWLEDGE ADDENDUM #2	ACKNOWLEDGE ADDENDUM #3	BID FORM 00300	BID BOND 00410	CORPORATE RES. 00485	ATTESTATION CLAUSE 00470	E-VERIFY AFFIDAVIT 00475	AFFIDAVITS 00480				
Boasso Construction	4600 E. St. Bernard Highway, Mereaux, LA 70075; dstenger@boassoconst.com	44027	44027	X	X	X	X	X	X		X		\$531,000.00			
Cuzan Services	NO BID	45475														
Dynamic Constructors	2100 L&A Road, Metairie, LA 70001; estimating@dynamicconstructors.net	55104	55104	X	X	X	X	X			X		\$524,400.00			
J.E. Franke Constructors	NO BID	51576														
Frickey Brothers Construction	101 Louisiana St., Paradis, LA 70080; fbci@nocoxmail.com	35819	35819	X	X	X	X	X	X		X		\$415,209.48			
One Construction	NO BID	49646														
Pintail Contracting	205 Beau Place Blvd., Des Allemands, LA 70030; pintailoffice@gmail.com	50020	50020	X	X	X	X	X					\$484,800.00			
Pete Vicari General Contracing	1900 Destrehan Ave., Harvey, LA 70058; office@petevicari.com	1670	1670	X	X	X	X	X	X		X		\$444,600.00			

NOTES:

SECTION 00620

PERFORMANCE BOND

Frickey Brothers Construction, Inc.

as Principal, and Westchester Fire Insurance Company
a surety company or companies authorized to do business in Louisiana, as Surety, are bound, in
solido, unto:

the Parish of St. Charles

in the sum of:

Four Hundred Fifteen Thousand Two Hundred Nine And 48/100THS dollars (\$ 415,209.48),
payable in lawful money of the United States, in order to secure the full and faithful performance
and timely completion of the project described below according to its plans and specifications,
including, but not limited to the payment of stipulated damages as specified in the contract, and
to this bond do obligate their heirs, successors and assigns.

The consideration of this bond is such, that if the Principal shall perform this Contract, made and
entered into on the

_____ day of _____, 20____,

to construct Parish Project No. P140311, State Project No. _____
(If Applicable)

entitled Killona Community Center

Parish of St. Charles, consisting of _____ Construction
according to the stipulations in said contract attached hereto and made a part hereof, at the time
and in the manner and form specified; perform all labor and work; and shall furnish all materials
as specified in said contract, and the plans and specifications thereto attached and made a part
thereof; this obligation shall be void; otherwise to remain in effect.

It is agreed by the parties that this bond is given in accordance with Louisiana Revised Statutes
of 1950, Title 38, Chapter 10.

In faith whereof, we have subscribed this obligation at _____, Louisiana.

Witness our hands and seals, this _____ day of _____, 20____,

Witness

Candice Eskridge
Jeremy C. Dickey

Frickey Brothers Construction, Inc.
Principal
By [Signature] (Seal)
Dana Frickey
Type or Printed Name

Courtney Pastorek
Meghann Tee

Westchester Fire Insurance Company
Surety
By [Signature] (Seal)
Attorney-in-Fact
Mary Catherine Turner, Attorney-in-Fact
Type or Printed Name

SECTION 00630

PAYMENT BOND

Frickey Brothers Construction, Inc.

as Principal, and Westchester Fire Insurance Company
a surety company or companies authorized to do business in Louisiana, as Surety, are bound, in
solido, unto:

the Parish of St. Charles

and unto all Subcontractors, workmen and furnishers of materials and equipment, jointly in the
sum of:
Four Hundred Fifteen Thousand Two Hundred Nine And 48/100THS dollars (\$ 415,209.48),
payable in lawful money of the United States, and to this bond do obligate their heirs, successors
and assigns.

The consideration of this bond is such, that if the Principal shall perform this Contract, made and
entered into on the

_____ day of _____, 20____,

to construct Parish Project No. P140311, State Project No. _____
(If Applicable),

entitled Killona Community Center

Parish of St. Charles, consisting of Construction
according to the stipulations in said contract attached hereto and made a part hereof, pay all sums
due on materials and supplies used and for wages earned by workmen employed on the work;
this obligation shall be void; otherwise to remain in effect.

It is agreed by the parties that this bond is given in accordance with Louisiana Revised Statutes
of 1950, Title 38, Chapter 10.

In faith whereof, we have subscribed this obligation at _____, Louisiana.

Witness our hands and seals, this _____ day of _____, 20____

Witness

Candice Eskridge
Janmy Dredger

Courtney Pastorick
Magann B

Frickey Brothers Construction, Inc.
Principal

By [Signature] (Seal)
Don Frickey
Type or Printed Name

Westchester Fire Insurance Company
Surety

By [Signature] (Seal)
Attorney-in-Fact

Mary Catherine Turner, Attorney-in-Fact
Type or Printed Name

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons' written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Garrett Turner, Mary Catherine Turner, Meghan Turner, all of the City of BATON ROUGE, Louisiana; each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Five million dollars & zero cents (\$5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 23 day of October 2014.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 23 day of October, AD. 2014 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Sept. 26, 2018

Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this day of



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER October 23, 2016.

