

*Ord.*

**2014-0264**

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

**ORDINANCE NO. 14-9-6**

An ordinance to approve and authorize the execution of a Contract with Battco Construction & Maintenance, Inc. of Kenner, LA for the St. Charles Parish Courthouse 3<sup>rd</sup> Floor Renovation Project # P080402, in the amount of \$4,075,000.00.

**WHEREAS,** sealed bids were received by St. Charles Parish on July 24, 2014, for the St. Charles Parish Courthouse 3<sup>rd</sup> Floor Renovation Project at 15045 River Road in Hahnville; and,

**WHEREAS,** Sizeler Thompson Brown Architects, the Architect for the project, has reviewed the bids and recommended that the project be awarded to the low bidder, Battco Construction & Maintenance, Inc. of Kenner, LA in the amount of \$4,075,000.00; and,

**WHEREAS,** the renovation the 3<sup>rd</sup> floor of the St. Charles Parish Courthouse will allow for the consolidation of general government services and provide necessary space for the judicial system and District Attorney's offices.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the bid of Battco Construction & Maintenance, Inc. of Kenner, LA for the St. Charles Parish Courthouse 3<sup>rd</sup> Floor Renovation Project # P080402, is hereby approved and accepted in the amount of \$4,075,000.00.

**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:** LEWIS, WILSON, WOODRUFF, BENEDETTO, HOGAN, FLETCHER, FISHER-PERRIER

**NAYS:** NONE

**ABSENT:** SCHEXNAYDRE, COCHRAN

And the ordinance was declared adopted this 2nd day of September, 2014, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]  
 SECRETARY: [Signature]  
 DLVD/PARISH PRESIDENT: 9.3.14  
 APPROVED:  DISAPPROVED:   
 PARISH PRESIDENT: [Signature]  
 RETD/SECRETARY: 9.4.14  
 AT: 9:00a RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH  
 CLERK OF COURT OFFICE  
 ON September 25, 2014  
 AS ENTRY NO. 400531  
 IN MORTGAGE/CONVEYANCE BOOK  
 NO. 1590 FOLIO 102

**SECTION 00600**

**CONTRACT BETWEEN OWNER AND CONTRACTOR**

This Agreement entered into this 15<sup>th</sup> day of September, 2014, by **Battco Construction & Maintenance, Inc.**, hereinafter called the "Contractor", whose business address is **#21 29<sup>th</sup> St., Kenner, LA 70062**, 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 Courthouse 3<sup>rd</sup> Floor Renovation**  
**Project # P080402**  
**Base Bid: \$4,075,000.00**

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

**Sizeler Thompson Brown Architects**  
**Regional Design Group, LLC**  
**300 Lafayette Mall, Suite 200**  
**New Orleans, LA 70130**

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 **June 10, 2014**, Addenda number(s) **1-8**, 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 **Eight Hundred** dollars (\$800.00) 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.

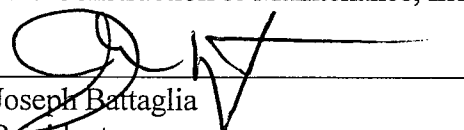
The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of **Four Million, Seventy-five Thousand** U.S. dollars, (\$4,075,000.00) which sum represents the Base Bid.

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:



CONTRACTOR: Battco Construction & Maintenance, Inc

BY:   
Joseph Battaglia  
President


Address for giving notices:

21-29<sup>th</sup> St.  
Kenner, LA 70062

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