

00500-SAMPLE CONTRACT

THIS AGREEMENT, made and executed in FOUR (4) original copies on this _____ day of _____ in the year 20____ by and between:

Ascension Parish Government
(Hereinafter called OWNER) and

(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents in conjunction with:

**Ascension Parish 5% Initiative Generator Project
HMGP 4263-DR-La-#20
Donaldsonville, LA**

Article 2 ENGINEER.

The Drawings have been prepared by Parish Engineering, LLC, 7600 Innovation Park Drive, Baton Rouge, LA 70820, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3 CONTRACT TIME.

3.1 The Work will be substantially completed within **180 calendar days** from the date when the Contract Time commences to run as provided in paragraph 2.3 General Conditions.

3.2 **Project Schedule.** CONTRACTOR shall submit and strictly adhere to a project construction schedule throughout the allocated contract and associated time frame. See Sections 2.05, 2.06, and 2.07 on pages 00700-07. CONTRACTOR is aware that OWNER may have a representative at each site where Work is performed and that CONTRACTOR needs to coordinate with the OWNER'S REPRESENTATIVE where Work on the CONTRACT will be performed. CONTRACTOR will coordinate with the OWNER'S REPRESENTATIVE by strictly following the project construction schedule or Progress Schedule. OWNER recognizes and understands that changes in project construction schedule or Progress Schedule may become necessary during the course of the project. However, in the event of any such change, the CONTRACTOR shall notify the OWNER'S REPRESENTATIVE **in writing** of a proposed

change. Said written notice shall be provided at least 12 hours prior to the revised construction activity. Said notice shall be provided by emailing notice of change to Dean.Thomason@apgov.us. Should the CONTRACTOR fail to timely notify the OWNER'S REPRESENTATIVE of such change, the OWNER'S REPRESENTATIVE will document the CONTRACTOR'S failure to notify of the change in work and SHALL assess stipulated damages as follows. For EACH failure to notify the OWNER'S REPRESENTATIVE of any change in the project construction schedule or Progress Schedule, the CONTRACTOR AGREES TO PAY **\$100.00 per failure to notify the OWNER'S REPRESENTATIVE**. CONTRACTOR agrees that these stipulated damages reflect the lost time, manpower, and mileage incurred by OWNER attempting to locate the CONTRACTOR where a change in schedule occurs and the required notice was not provided. CONTRACTOR further agrees that **said amount shall be paid** by directly reducing the amount of monthly invoices/pay applications by the amount of penalties issued. The Penalty fees shall be itemized on monthly invoices.

3.3 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and the OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of General Conditions. There are delays, expenses and difficulties involved in proving in a legal arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount of **Five Hundred (\$500.00)** Dollars for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete.

Article 4 CONTRACT PRICE.

4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds the sum of (subject to adjustment as provided in the Contract Documents):

Based on unit prices specified within this Contract Document. Contract price is firm and subject only to modification by written change order agreed to by both parties.

Article 5 PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, once each month during construction. All progress payments will be on the basis of progress of the Work measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in each case of Unit Price Work based on the number of units

completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.2 Pursuant to LA R.S. – 38.2248 (Public Contract Law), Owner shall withhold retainage from each progress payment until payment is due under terms and conditions governing substantial completion or final payment. Retainage shall be ten percent of the amount of work completed to date if the contract amount is up to \$500,000 and five percent of the work complete to date if the contract amount is over \$500,000.

5.3 **Fuel or Asphalt/Concrete Adjustments.** There shall be NO adjustments for prices or costs of any fuel or asphalt/concrete on this project, arising out of the work on this project/contract, or arising out of this contract. Further, the CONTRACTOR hereby waives any price adjustment for fuel or asphalt/concrete or the ability or right to request any price adjustment for fuel or asphalt/concrete. Particularly, the Louisiana DOTD provisions (or any such or similar provisions by any other third party) pertaining to or related to fuel or asphalt/concrete adjustments are not part of this contract, are not incorporated by reference or otherwise in this Contract, and shall not apply in any form or fashion to the contract. Any language in this Contract which implies that the CONTRACTOR may obtain an adjustment in price for fuel or asphalt/concrete is hereby to be interpreted that CONTRACTOR shall **not** receive any such adjustment. CONTRACTOR shall not assert that any language in the CONTRACT creates any vagueness or ambiguity in the CONTRACT entitling CONTRACTOR to price adjustments for fuel or asphalt/concrete. CONTRACTOR hereby waives any right or ability to request any price adjustment for fuel or asphalt/concrete and CONTRACTOR shall **not** submit any request for any change in price for fuel or asphalt/concrete adjustments to the OWNER in any form.

5.4 **Final Payment.** Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions and Supplementary Conditions SC-9.03(B)(13). OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER.

Article 6 CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

6.1 CONTRACTOR is familiar with the nature and extent of the Contract Documents, Work site, locality and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6.2 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies, or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

6.3 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

6.4 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7 CONTRACT DOCUMENTS.

The Contract Documents which comprise the contract between OWNER and CONTRACTOR, attached hereto and made a part hereof, consist of the documents listed in Table of Contents, and the documents identified below.

- a. Quote
- b. Bid Bond
- c. Agreement
- d. Payment Bond
- e. Performance Bond
- f. Notice of Award
- g. Notice to Proceed
- h. Drawings prepared by Hartman Engineering, Inc.
- i. Specifications prepared by Hartman Engineering, Inc.

Article 8 MISCELLANEOUS

8.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.2 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representative to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Contract the day and year first above written.

****Sample Contract Only – Final contract subject to final negotiations and special conditions that may arise for this project, until such agreement approved by Parish Legal** .**

OWNER

CONTRACTOR

Ascension Parish, Louisiana

72-6000096
Federal Identification No.

Federal Identification No.

By Clint Cointment

By _____

Title Parish President

Title _____

Attest _____

Attest _____

Address for giving notices

Address for giving notices

P.O. Box 1659, 615 E. Worthey Rd

Gonzales, Louisiana 70707-1659

License No. _____