

SECTION 00500

AGREEMENT

THIS AGREEMENT is effective as of the Eighteenth of October in the year 2010 by and between the Parish of St. Charles, called the OWNER, and F. J. Arcement Contraction, Inc. hereinafter called the CONTRACTOR.

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

ARTICLE 1. WORK

St. Charles Parish New DMV Building

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents for the above Project. The Work is generally described as follows:

The Contract Work generally comprises of the construction of the New DMV Building located at 15012 B River Road, Hahnville, LA. Architect Project No. 1711. The Work will include Base Bid only.

ARTICLE 2. ARCHITECT

The Project has been designed by Campo Designs – Architects who is hereinafter called ARCHITECT and who will assume all duties and responsibilities and have the rights and authority assigned to ARCHITECT in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

- 3.1 The Contractor shall complete all of the Work under the Contract within 150 calendar days from the date of the Notice to Proceed.
- 3.2 Liquidated Damages - OWNER and CONTRACTOR recognize that the OWNER will suffer direct financial loss if Work is not completed within the Contract times specified in Paragraph 3.1 above plus any extensions thereof allowed in accordance with Article 12 of the General Conditions, 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 as liquidated damages for delay (but not as a penalty) the amount of \$ 500. for each calendar day that expires after the Contract Time specified in Paragraph 3.1 for final completion and ready for final acceptance until the Work is completed. These amounts represent a reasonable estimate of OWNER's expenses for extended delays and for inspection, engineering services and administrative costs associated with such delay. 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

ARTICLE 4. CONTRACT PRICE

CONTRACT PRICE: The amount to be paid to the Contractor by the Owner for completion of all work hereunder is: (\$321,000.) Three Hundred Twenty One Thousand Dollars 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 ARCHITECT as provided in the General Conditions.

5.1 Progress payments. OWNER shall make progress payments which exceed \$5,000 on account of the Contract price on the basis of CONTRACTOR's Applications for Payment, as recommended by the ARCHITECT, on or about the thirtieth (30th) day following receipt by the OWNER. Applications for Payments less than \$5,000 shall be accumulated until the next payment period or until final payment.

Progress payments will be based upon estimated quantities of completed contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work on the last day of each month or other mutually agreed regular monthly date ending the progress payment period.

5.2 Retainage. Retainage shall be withheld and payments will be made by the OWNER in the payment amount of: 1) ninety percent (90%) of the approved payment applications for projects with contract prices of less than \$500,000; or 2) ninety-five percent (95%) of the approved payment applications for the projects with contract prices of \$500,000 or greater.

5.3 Final Acceptance and Final Payment. Upon the final completion of all Work, the CONTRACTOR may request a final inspection and may make a final Application for Payment as provided by Paragraph 14.12 of the General Conditions, upon the OWNER's certificate of final acceptance.

Final acceptance of the Work, based upon the certificate of final acceptance, shall be by resolution of the Council of the Parish of St. Charles.

When substantial completion is granted by the Owner, the Certificate of Substantial Completion is then transmitted to the Contractor for filing with the recorder of mortgages of the Parish of St. Charles. This begins the not less than forty-five (45) day lien period as prescribed for Public Works by Louisiana Revised Statutes 38:2242.

At the expiration of the lien period it is the CONTRACTOR's responsibility to obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the OWNER for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

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

- 6.1 CONTRACTOR has familiarized itself 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 finishing of the Work.
- 6.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
- 6.3 CONTRACTOR has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 6.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of 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 4.2 of the General Conditions. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, CONTRACTOR has or will obtain or perform at no additional cost to the OWNER such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by CONTRACTOR for such purposes.

ARTICLE 7. CONTRACT DOCUMENTS

The following Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:

- 7.1 Agreement
- 7.2 Construction Performance and Payment Bond and Insurance Certificates
- 7.3 Advertisement for Bids
- 7.4 CONTRACTOR's Bid Form
- 7.5 Addenda (Number 1)

7.6 Contract documents bearing the general title "St. Charles Parish New DMV Building" dated August 26, 2010.

7.7 Drawings, consisting of a cover sheet dated August 26, 2010 and the sheets listed on that cover sheet, each sheet bearing the following general title:

"St. Charles Parish New DMV Building".

7.8 General Conditions

7.9 General Conditions, pages 1 through 40 (Section 00700) of the AIA 201 – 2007. Those General Conditions are to be referred to in the agreement and contract as GEN.CONDITIONS.

There are no Contract Documents other than those listed above in this Article 7. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

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. Notwithstanding the foregoing, the OWNER may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without CONTRACTOR's consent and without recourse.

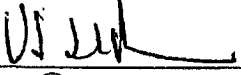
8.2 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.3 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement effective as of the date first written above. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ARCHITECT on their behalf.

OWNER: Parish of St. Charles

CONTRACTOR: F. J. Arcement Construction, Inc.

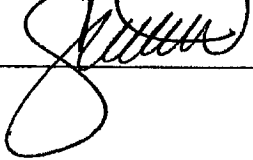
By 

By 

Title Parish President

Title Pres

Attest 

Attest 

END OF SECTION

Ord.

2010-0349

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 10-10-4

An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No P090905, Rathborne Park Walking Trail, to decrease the contract amount by \$27,854.90 and to decrease the number of days by two (2).

WHEREAS, Ordinance No. 10-4-7 adopted April 5, 2010 by the St. Charles Parish Council awarded construction of Parish Project No P090905, Rathborne Park Walking Trail, to Civil Construction Contractors, LLC; and,

WHEREAS, it is necessary to amend the contract to adjust the original contract quantities with actual quantities resulting in a decrease to the contract amount by \$27,854.90 and to decrease the number of days by two (2).

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 for Parish Project No P090905, Rathborne Park Walking Trail to decrease the contract amount by \$27,854.90 and to decrease the number of days by two (2) is hereby approved and accepted.

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

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

YEAS: SCHEXNAYDRE, AUTHEMENT, RAYMOND, TASTET, HOGAN, COCHRAN, NUSS

NAYS: NONE

ABSENT: BENEDETTO, LAMBERT

And the ordinance was declared adopted this 18th day of October, 2010, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Billy Raymond, Sr.
SECRETARY: Paulina Jacob Jache
DLVD/PARISH PRESIDENT: October 19, 2010
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: October 19, 2010
AT: 4:26pm RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON October 21, 2010
AS ENTRY NO. 364850
IN MORTGAGE/CONVEYANCE BOOK
NO. 1396 FOLIO 724

REFERENCE
Ord. 10-4-7

CHANGE ORDER

No. 1

DATE OF ISSUANCE September 22, 2010

EFFECTIVE DATE

OWNER St. Charles Parish Department of Public Works and Wastewater
 CONTRACTOR Civil Construction Contractors, Inc.

Contract:

Project: Rathborne Park Walking Trail

OWNER's Contract No. P090905

ENGINEER's Contract No. N/A

ENGINEER Danny J. Hebert, P. E., L.L.C.

You are directed to make the following changes in the Contract Documents:

Description:

I. Revise the Following Work Item Quantities:

ITEM No.	ITEMS	UNIT	UNIT PRICE	CONTRACT QUANTITY	CONTRACT AMOUNT	ACTUAL QUANTITY	ACTUAL AMOUNT
BASE							
1	MOBILIZATION	EACH	\$13,810.00	1	\$13,810.00	1	\$13,810.00
2	PROJECT SIGN	EACH	\$1,140.00	1	\$1,140.00	1	\$1,140.00
3	8' X 3" ASPHALT PATH	LF	\$32.92	2245	\$73,905.40	2558	\$84,209.36
4	10' X 8" LIMESTONE BASE	LF	\$31.32	2245	\$70,313.40	2558	\$80,116.56
5	CLEARING 20' WIDE	LF	\$7.07	1800	\$12,726.00	1800	\$12,726.00
6	GRUBBING 10' WIDE	LF	\$3.02	2245	\$6,779.90	2558	\$7,725.16
7	DRAIN SWALE 1' X 10'	LF	\$2.97	2050	\$6,088.50	2050	\$6,088.50
8	24" X 48" RCPA DRAINS WITH FLARED ENDS	EACH	\$10,410.00	2	\$20,820.00	2	\$20,820.00
9	BOLLARDS	EACH	\$570.00	12	\$6,840.00	0	\$0.00
10	24" X 48" RCPA DRAIN	EACH	\$4,810.00	1	\$4,810.00	1	\$4,810.00
11	12" X 24" RCPA DRAIN	EACH	\$1,640.00	1	\$1,640.00	1	\$1,640.00
12	12" X 48" RCPA DRAIN	EACH	\$2,960.00	2	\$5,920.00	0	\$0.00
13	SIGNS TYPE 4 (INCLUDES U-CHANNEL POSTS)	EACH	\$255.00	2	\$510.00	1	\$255.00
14	SIGNS TYPE 3 (INCLUDES U-CHANNEL POSTS)	EACH	\$286.67	3	\$860.01	1	\$286.67
15	SIGNS TYPE 8 (INCLUDES U-CHANNEL POSTS)	EACH	\$350.00	2	\$700.00	1	\$350.00
16	HYDRO MULCH/SEEDING	ACRES	\$3,166.67	0.78	\$2,470.00	0.78	\$2,470.00
17	STORMWATER POLLUTION PREVENTION PLAN	EACH	\$3,800.00	1	\$3,800.00	0	\$0.00
18	TEMPORARY SILT FENCING	LF	\$2.86	1000	\$2,860.00	0	\$0.00
19	PLASTIC TRAFFIC STRIPING (BROKEN LINE)	LF	\$1.27	2245	\$2,851.15	2558	\$3,248.66
ALTERNATE #1							
1	8' X 3" ASPHALT PATH	LF	\$33.30	925	\$30,802.50	792	\$26,373.60
2	10' X 8" LIMESTONE BASE	LF	\$31.70	925	\$29,322.50	792	\$25,106.40
3	CLEARING 20' WIDE	LF	\$9.90	400	\$3,960.00	400	\$3,960.00
4	GRUBBING 10' WIDE	LF	\$1.76	925	\$1,628.00	792	\$1,393.92
5	DRAIN SWALE 1' X 10'	LF	\$3.15	925	\$2,913.75	0	\$0.00
6	24" X 48" RCPA DRAINS WITH FLARED ENDS	EACH	\$16,370.00	1	\$16,370.00	1	\$16,370.00
7	BOLLARDS	EACH	\$597.50	4	\$2,390.00	0	\$0.00
8	SIGN TYPE 8 (INCLUDES U-CHANNEL POSTS)	EACH	\$365.00	2	\$730.00	0	\$0.00
9	HYDRO MULCH/SEEDING	ACRES	\$1,375.00	0.32	\$440.00	0.32	\$440.00
10	PLASTIC TRAFFIC STRIPING (BROKEN LINE)	LF	\$1.29	925	\$1,193.25	792	\$1,021.68
ALTERNATE #2							
1	8' X 3" ASPHALT PATH	LF	\$33.95	1200	\$40,740.00	1037	\$35,206.15
2	10' X 8" LIMESTONE BASE	LF	\$31.00	1200	\$37,200.00	1037	\$32,147.00
3	CLEARING 20' WIDE	LF	\$7.38	800	\$5,904.00	800	\$5,904.00
4	GRUBBING 10' WIDE	LF	\$1.64	1200	\$1,968.00	1037	\$1,700.58
5	DRAIN SWALE 1' X 10'	LF	\$3.02	1200	\$3,624.00	1037	\$3,131.74
6	24" X 48" RCPA DRAINS WITH FLARED ENDS	EACH	\$10,880.00	1	\$10,880.00	0	\$0.00
7	12" X 24" RCPA DRAIN	EACH	\$1,690.00	1	\$1,690.00	1	\$1,690.00
8	BOLLARDS	EACH	\$590.00	4	\$2,360.00	0	\$0.00
9	HYDRO MULCH/SEEDING	ACRES	\$1,731.71	0.41	\$710.00	0.41	\$710.00
10	SIGNS TYPE 8 (INCLUDES U-CHANNEL POSTS)	EACH	\$360.00	2	\$720.00	0	\$0.00
11	SIGNS TYPE 3 (INCLUDES U-CHANNEL POSTS)	EACH	\$295.00	2	\$590.00	0	\$0.00
12	PLASTIC TRAFFIC STRIPING (BROKEN LINE)	LF	\$1.31	1200	\$1,572.00	1037	\$1,358.47
ALTERNATE #3							
1	8' X 3" ASPHALT PATH	LF	\$32.94	1091	\$35,937.54	1134	\$37,353.96
2	10' X 8" LIMESTONE BASE	LF	\$31.43	1091	\$34,290.13	1134	\$35,641.62
3	GRUBBING 10' WIDE	LF	\$1.64	1091	\$1,789.24	1134	\$1,859.76
4	BOLLARDS	EACH	\$572.00	5	\$2,860.00	2	\$1,144.00
5	14' PAINTED STEEL ENTRANCE GATE ASSY W/LOCKS	EACH	\$5,338.00	5	\$26,690.00	5	\$26,690.00
6	STRIPING/SIGNAGE NEAR BEAUPRE	EACH	\$1,270.00	1	\$1,270.00	1	\$1,270.00
7	48" CMPA X 40'	EACH	\$6,575.00	2	\$13,150.00	2	\$13,150.00
8	HYDRO MULCH/SEEDING	ACRES	\$1,552.63	0.38	\$590.00	0.38	\$590.00
9	SIGNS TYPE 3 (INCLUDES U-CHANNEL POSTS)	EACH	\$286.67	3	\$860.01	1	\$286.67
10	SIGN TYPE 5 (INCLUDES U-CHANNEL POSTS)	EACH	\$320.00	1	\$320.00	1	\$320.00
11	SIGNS TYPE 8 (INCLUDES U-CHANNEL POSTS)	EACH	\$350.00	2	\$700.00	3	\$1,050.00
12	4" PLASTIC STRIPING ON BEAUPRE DRIVE	EACH	\$1,270.00	1	\$1,270.00	1	\$1,270.00
13	PLASTIC TRAFFIC STRIPING (BROKEN LINE)	LF	\$1.27	1091	\$1,385.57	1134	\$1,440.18
ADDITIONALS							
1	ELEVATIONS	LS			\$414.00	1	\$414.00
2	LIMESTONE	LS			\$557.77	1	\$557.77
3	PVC CASINGS	LS			\$468.38	1	\$468.38
4	ENCROACHMENT INTO THE SUBDIVISION LOT	LS			\$0.00	1	\$0.00
5	DITCH ALONG TREE LINE	CY			\$6.98	260	\$1,814.80
6	ADDITIONAL JOB SIGN	LS			\$1,140.00	1	\$1,140.00
7	2 TYPE 6 SIGNS	LS			\$286.67	2	\$573.34
8	1 TYPE 4 SIGN	LS			\$255.00	1	\$255.00
9	1 TYPE 5 SIGN	LS			\$350.00	1	\$350.00
10	MISCELLANEOUS SWALES	CY			\$6.98	20	\$139.60
11	FILL ALONG COUSINS ROAD	CY			\$6.98	834	\$5,821.32
GRAND TOTALS							
					\$557,664.85		\$529,809.95
ORIGINAL CONTRACT AMOUNT					\$557,664.85		
ACTUAL CONTRACT AMOUNT							\$529,809.95
CREDIT:					\$27,854.90		

Total of Change in Work Items Quantity = (-\$27,854.90)

Reason for Change Order: List a reason for each Line Item listed above. See attached example on how to fill in this information

1. Deleted Work Items
N/A
2. Add Work Items
N/A
3. Revise Work Item Quantities - Revised Bid Quantities to match Field Quantities

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>557,664.85</u>
Net Increase (Decrease) from previous Change Orders No. ___ to ___: \$ <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>557,664.85</u>
Net increase decrease of this Change Order: \$ <u>(27,854.90)</u>
Contract Price with all approved Change Orders: \$ <u>\$529,809.95</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>July 10, 2010</u> Ready for final payment: <u>N/A</u> (days or dates)
Net change from previous Change Orders No. ___ to No. ___: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>July 10, 2010</u> Ready for final payment: <u>N/A</u> (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: <u>(2)</u> Ready for final payment: <u>N/A</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>July 8, 2010</u> Ready for final payment: <u>N/A</u> (days or dates)

RECOMMENDED:

By: James A. Helst
ENGINEER (Authorized Signature)

APPROVED:

By: W. S. Hill
OWNER (Authorized Signature)

ACCEPTED:

By: Eric J. Johnson
CONTRACTOR (Authorized Signature)

Date: 9/22/10

Date: 10/19/10

Date: 9/22/10

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.