

226.  
2001-0344

INTRODUCED BY: APRIL BLACK, COUNCILMAN, DISTRICT V  
ORDINANCE NO. 01-10-3

An ordinance to approve and authorize the execution of a Contract with Favalora Construction, Inc., P. O. Box 628, Kenner, Louisiana 70063, License Number 19151 for the construction of the St. Charles Parish Library, St. Rose Branch, Project No. 20058.01 in the amount of \$1,244,614.00.

WHEREAS, sealed bids were received by the St. Charles Parish Library on August 30, 2001, for construction of the St. Charles Parish Library, St. Rose Branch; and,

WHEREAS, the St. Charles Parish Library Board and Chenevert Songy Rodi Soderberg, Inc., Architects for the Project, have reviewed the bids and recommend that the Contract be awarded to the low bidder, Favalora Constructors, Inc., in the amount of \$1,244,614.00.

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

SECTION I. That the bid of Favalora Constructors, Inc. for the construction of the St. Rose Library Branch be and is hereby accepted in the amount of \$1,244,614.00.

SECTION II. The Parish President is hereby authorized to execute the attached contract documents.

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

YEAS: RAMCHANDRAN, FAUCHEUX, HILAIRE, FABRE, ABADIE, AUTHEMENT, BLACK, MARINO, MINNICH

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 1st day of October, 2001, to become effective five (5) days after publication in the Official Journal.

St. Rose Library Contract

CHAIRMAN: Barry Minnich  
SECRETARY: Barbara J. Jant  
DLVD/PARISH PRESIDENT: Oct. 2, 2001  
APPROVED:  DISAPPROVED:   
PARISH PRESIDENT: Albert D. Legue  
RETD/SECRETARY: Oct. 2, 2001  
AT: 2:55 pm RECD BY: BSJ

RECORDED IN THE ST. CHARLES PARISH  
CLERK OF COURT OFFICE  
ON 10-3-01  
AS ENTRY NO. 258913  
IN MORTGAGE/CONVEYANCE BOOK  
NO. 815 FOLIO 257



AIA Document A101

# Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a  
**STIPULATED SUM**

**1987 EDITION**

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.*

*The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.*

This document has been approved and endorsed by The Associated General Contractors of America.

## AGREEMENT

made as of the 2nd day of October in the year of 2001  
Two Thousand and One

### BETWEEN the Owner:

(Name and address)

St. Charles Parish  
P.O. Box 302  
Hahnville, LA 70057

### and the Contractor:

(Name and address)

Favalora Constructors, Inc.  
P.O. Box 628  
Kenner, Louisiana 70063

### The Project is:

(Name and location)

St. Charles Parish Library  
St. Rose Branch  
St. Rose, Louisiana 70087

### The Architect is:

(Name and address)

Chenevert Songy Rodi Soderberg, Inc.  
6767 Perkins Road, Suite 200  
Baton Rouge, Louisiana 70808

The Owner and Contractor agree as set forth below.

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**ARTICLE 1**  
**THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

**ARTICLE 2**  
**THE WORK OF THIS CONTRACT**

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

The Contract Documents include the following:

1. Owner Contract Agreement, AIA Document A 101, dated September 5, 2001
2. The Construction Documents dated July 23, 2001.

**ARTICLE 3**  
**DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**3.1** The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed )*

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

**3.2** The Contractor shall achieve Substantial Completion of the entire Work not later than

*(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents )*

The Contract hereby agrees to commence work under this Contract on a date specified in a written "Notice to Proceed" by the Architect and to fully complete the project described in the Contract Documents within two hundred , forty (240) consecutive calendar days thereafter, or within the time as may be extended as stipulated in the Contract Documents.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time )*

The bidder hereby also agrees to pay as "Liquidated Damages" the sum of seven hundred fifty dollars (\$750.00) for each consecutive calendar day which the work is not complete beginning with the first day beyond the completion time stated above.

**ARTICLE 4**  
**CONTRACT SUM**

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of  
(\$ 1,244,614.00 One Million, Two Hundred, Forty-four Thousand, Six Hundred, Fourteen Dollars  
Contract Documents. ), subject to additions and deductions as provided in the Con-

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)*

The "Base Bid"	\$1,207,000.00
Alternate Bid No. 1	\$9,182.00
Alternate Bid No. 2	\$28,432.00
Total:	<u>\$1,244,614.00</u>

4.3 Unit prices, if any, are as follows:

N/A

**ARTICLE 5**  
**PROGRESS PAYMENTS**

**5.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**5.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**5.3** Provided an Application for Payment is received by the Architect not later than the Twenty-Fifth (25th) day of a month, the Owner shall make payment to the Contractor not later than the Twenty-Fifth (25th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty days after the Architect receives the Application for Payment.

**5.4** Each Application for Payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**5.5** Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**5.6** Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**5.6.1** Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in the dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order:

**5.6.2** Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5 %);

**5.6.3** Subtract the aggregate of previous payments made by the Owner; and

**5.6.4** Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

**5.7** The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

**5.7.1** Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to One Hundred percent (100 %) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims, and Five (5%) for Lien Certificate

**5.7.2** Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

**5.8** Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended prior to Substantial Completion of the entire Work to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

**ARTICLE 6**  
**FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

In addition to the above the Contractor is to provide a Lien Free Certificate from the St. Charles Parish Clerk of Court's Office prior to Final Payment.

**ARTICLE 7**  
**MISCELLANEOUS PROVISIONS**

**7.1** Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**7.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and also here may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

**7.3** Other provisions:

N/A

**ARTICLE 8**  
**TERMINATION OR SUSPENSION**

**8.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

**8.2** The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

**ARTICLE 9**  
**ENUMERATION OF CONTRACT DOCUMENTS**

- 9.1** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:
- 9.1.1** The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.
- 9.1.2** The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.
- 9.1.3** The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated July 23, 2001, and are as follows:

Document	Title	Pages
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Drawing Index – Exhibit "A"

- 9.1.4** The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Section	Title	Pages
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Specification Index – Exhibit "B"

9.1.5 The Drawings are as follows, and are dated July 23, 2001  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

unless a different date is shown below:

Number	Title	Date
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Drawing Index - Exhibit "A"

9.1.6 The addenda, if any, are as follows:

Number		Date	Pages
1	Addenda	8/17/01	19
2	Addenda	8/20/01	3
3	Addenda	8/21/01	1
4	Addenda	8/24/01	19 plus 3 - 24x36 sheets

Portions of addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9

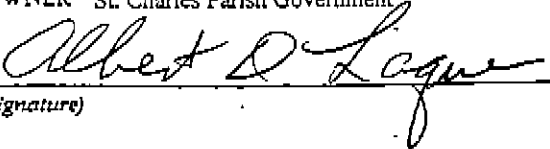


9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

*(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*


This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

Office of the Parish President  
OWNER St. Charles Parish Government

  
(Signature)

Mr. Albert D. Lague, Parish President  
(Printed name and title)

CONTRACTOR Favalora Constructors, Inc.

  
(Signature)

Mr. Laurence P. Favalora, President  
(Printed name and title)



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