

SECTION 00600

CONTRACT BETWEEN OWNER AND CONTRACTOR

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Lamar Contractors, Inc., hereinafter called the "Contractor", whose business address is 481 Judge Edward Dufrene Parkway, Luling, Louisiana 70070, and St. Charles Parish, herein represented by the Parish President executing this contract, hereinafter called the "Owner".

Witnesseth that the Contractor and the Owner, in consideration of premises and the mutual covenants; consideration and agreement herein contained, agree as follows:

Statement of Work: 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:

The new "Edward A. Dufresne Community Center" located at 274 Judge Edward Dufresne Parkway in Luling, Louisiana, including, but not limited to the following:

Base bid - 27,100 sq. ft. Community Center with a gym with bleacher seating for 500 spectators, 3 meeting rooms, a full service commercial kitchen, a concession stand, and offices for the St. Charles Parish Parks and Recreation Department, RSVP, and Department of Community Services (\$9,598,000.00); and,

Alternate No. 1- Emergency Generator (\$287,650.00); and,

Alternate No. 2 - Gymnasium Expansion adding 2,791 sq. ft. to the gym with bleacher seating for 500 additional spectators (\$680,330.00),

in strict accordance with Contract Documents prepared by:

Sizeler Thompson Brown Architects  
300 Lafayette Street 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 August 10, 2011, Addenda number(s) 1, 2, 3, and 4, 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 Construction Documents are incorporated herein by reference with the same force and effect as though said Construction Documents were herein set out in full.

Time for Completion: The work shall be commenced on a date to be specified in a written order of the Owner and shall be completed within 515 consecutive calendar days from and after the said date.

Liquidated Damages: Contractor shall be assessed Liquidated Damages in the amount of \$1,000.00 per day for each consecutive calendar day which work is not complete beginning with the first day beyond the completion time.

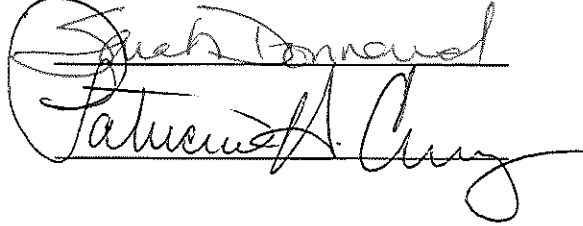
EDWARD A DUFRESNE COMMUNITY CENTER  
LULING, LA

STBA 21131.00

Compensation to be paid to the Contractor: The Owner will pay and the Contractor will accept in full consideration for the performance of the contract the sum of, Ten Million Five Hundred Sixty-Five Thousand Nine Hundred Eighty Dollars, (\$10,565,980.00) which sum represents the Base Bid and Alternate No. 1 and Alternate No. 2.

In Witness whereof, the parties hereto on the day and year first above written have executed this agreement in nine (9) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

WITNESSES:

  
\_\_\_\_\_

CONTRACTOR: Lamar Contractors, Inc.

BY: 

Gary Boudreaux  
Vice President

Address for giving notices:

481 Judge Edward Dufresne Parkway

Luling, LA 70070

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, Louisiana 70057