



AIA[®] Document A101[™] – 1997

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the _____ day of _____ in the year of Two Thousand Eight
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

St. Charles Parish
P.O. Box 302
15045 River Road
Hahnville, LA 70057
Telephone Number: (985) 783-5000
Fax Number: (985) 783-1216

and the Contractor:
(Name, address and other information)

Lamar Contractors, Inc.
481 Sugarland Parkway
Luling, LA 70070
Telephone Number: (985) 785-7121
Fax Number: (985) 785-7124

The Project is:
(Name and location)

St Charles Parish East Regional Library
160 West Campus Drive
Destrehan, LA 70047

The Architect is:
(Name, address and other information)

Chenevert Architects LLC
232 Third Street, Suite 100
Baton Rouge, LA 70801
Telephone Number: (225) 334-9907
Fax Number: (225) 334-9908

The Owner and Contractor agree as follows.

The contractor is to construct the facility for the owner. The work consists of the following:

1. As indicated on the Drawings and specified herein, the approximately 39,655 square foot two story building will be clad in Portland cement plaster, brick, and glass storefront on new steel framed structure with concrete slab and composite second floor deck. Mechanical, electrical (power and lighting), plumbing, and telephone/data utilities, including connections, are included.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201-1997, 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.

Init.

2. The site work consist of concrete paving for new driveways, parking areas and sidewalks, with earthwork, landscaping, lawns and grasses, site drainage, and site utilities included. Also included in the scope is the construction of a new boulevard leading from River Road to the site as indicated on the Drawings and specified herein. Boulevard work includes earthwork, paving, drainage, landscaping, lawns and grasses and utilities

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 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement 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.

(Paragraph deleted)

The commencement date will be fixed in a formal "Notice to Proceed" to be issued at a later date.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

The specified commencement and completion dates will be established in a formal "Notice to Proceed" to be issued at a later date.

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 425 days from the date of commencement, or as follows:

(Paragraph deleted)

Date of Substantial Completion will be established in a formal "Notice to Proceed."

(Paragraphs & rows deleted)

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

The Contractor agrees that the Owner may retain the sum in the amount One Thousand Dollars (\$1,000.00) for each calendar day after the construction time, Sundays and holidays included, the work remains incomplete. This amount is hereby agreed upon as the proper measure of liquidated damages which the Owner will sustain after the stipulated time, and shall not be construed in any sense as a penalty.

If the Contractor does not complete the "Punch List work during the thirty (30) day lien period, the Owners will incur additional expense. The expense, including but not limited to the additional services of the Architect required, possible legal cost, will also be paid out of the balance owned the first Contractor. Therefore the total additional cost which may be involved in obtaining a second Contractor to complete the first Contractor's work will be paid for

out of the remaining Punch List balance due the original Contractor. Any monies left over after all of these expenses are paid will then be paid to the first Contractor.

The Contractor hereby also agrees to pay as Liquidated Damages the sum of One Thousand dollars (\$1,000.00) for each consecutive calendar day which the "Punch List" work is not complete beginning with the thirtieth (30th) day beyond the agreed upon date of Substantial Completion, and shall not be construed in any sense as a penalty.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eight Million Four Hundred Sixteen Thousand Five Hundred Dollars and Zero Cents (\$ 8,416,500.00), subject to additions and deductions as provided in the Contract Documents.

§ 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 when that amount expires)

Base bid	\$7,873,000.00
Alt #1 - Provide in faux slate shingles in lieu of asphalt shingles on all pitched roofs	\$ 350,000.00
Alt #2 - Price to construct porte-cochere and connecting canopy at the front entry and described in the drawings	\$ 175,500.00
Alt #3 - Modify Landscape scope of work as indicated	\$ 18,000.00
Total:	\$8,416,500.00

§ 4.3 Unit prices, if any, are as follows:

Description	Units	Price (\$ 0.00)
n/a		

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 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.

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

A. As described in Articles 9.2, 9.3, and 9.4 of the Supplementary General Conditions.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-fifth day of a month, the Owner shall make payment to the Contractor not later than the Tenth 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 Fifteen (15) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent 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. The schedule of values shall 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.

§ 5.1.5 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.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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- .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 Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;
- .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 (5.00%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .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 Section 9.10.3 of AIA Document A201-1997.

§ 5.1.8 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 Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

As described in Article 9 of the Supplementary General Conditions

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 The Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 A clear Lien Certificate from the St. Charles Parish Clerk of Courts Office has been submitted to the Architect; and
- .3 A final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

As described in Article 9 of the Supplementary General Conditions

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ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

§ 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 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.)

Six percent (6.00%) per annum

(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 elsewhere 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 The Owner's representative is:
(Name, address and other information)

Ms. Mary desBordes
P.O. Box 949
Luling, LA 70070

§ 7.4 The Contractor's representative is:
(Name, address and other information)

Chris Twiner
481 Sugarland Parkway
Luling, LA 70070
Telephone Number: (985) 785-7121
Fax Number: (985) 785-7124

§ 7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 7.6 Other provisions:

n/a

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement are enumerated as follows:

§ 8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated October 18, 2007, and are as follows

Document	Title	Pages
	Project Specifications	As listed below

§ 8.1.4 The Specifications are those contained in the Project Manual dated as in Section 8.1.3, and are as follows: (Either list the Specifications here or refer to an exhibit attached to this Agreement.)

INDEX OF SPECIFICATIONS SECTIONS

Section	Title	Pages
Introductory Information		
00003	Table of Contents	1/4
00005	Project Directory	1/1
	Advertisement for Bid	1/2
Bidding Requirements		
00410	Bid Form	1/3
Contracting Requirements		
00500	Agreement	1/8
A101	Standard Agreement Between Owner and Contractor	1/8
00600	Bonds and Certificates	1/1
00700	General Conditions	1/1
A201	General Condition of the Contract for Construction	1/41
00800	Supplementary General Conditions Geotechnical Report	1/12
Division 1 – General Requirements		
01100	Summary	1/2
01230	Alternates	1/2
01250	Contract Modification Procedures	1/3
01290	Payment Procedures	1/3
01310	Project Management and Coordination	1/4
01320	Construction Progress Documentation	1/5
01330	Submittal Procedures	1/6
01400	Quality Requirements	1/5
01420	References	1/12
01500	Temporary Facilities and Controls	1/8
01600	Product Requirements	1/5
01700	Execution Requirements	1/6
01770	Closeout Procedures	1/4
01781	Project Record Documents	1/3
01782	Operation and Maintenance Data	1/5
01820	Demonstration and Training	1/3
02050	Removal of Structure and Obstructions	1/1

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Division 2 – Site Construction

02100	Clearing and Preparing Site	1/2
02200	Excavation, Filling, and Grading	1/6
02361	Termite Control	1/4
02459	Driven Piles	1/4
02550	Culverts and Storm Drains	1/2
02556	Waterlines	1/6
02730	Sanitary Sewer	1/6
02731	Sanitary Sewer Force Main	1/5
02732	Jacked, Bored, or Directional Drilled Pipe	1/2
02734	Submersible Grinder Lift Station	1/8
02780	Unit Pavers	1/4
02810	Irrigation Systems	1/7
02821	Vinyl Coated Chain Link Fences and Gates	1/5
02822	Wooden Fences and Gates	1/3
02930	Planting	1/4

Division 3 - Concrete

03300	Cast-In-Place Concrete	1/4
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Division 4 - Masonry

04720	Cast Stone	1/9
04810	Unit Masonry Assemblies	1/15

Division 5 - Metals

05120	Structural Steel	1/5
05210	Steel Joists	1/1
05300	Steel Deck	1/3
05400	Cold-Formed Metal Framing	1/7
05440	Pre-Engineered, Pre-Fabricated, Cold-Formed Steel Roof & Floor Truss	1/5
05500	Metal Fabrications	1/8
05511	Metal Stairs	1/7
05521	Pipe and Tube Railings	1/5

Division 6 – Wood and Plastics

06100	Rough Carpentry	1/4
06160	Sheathing	1/4
06402	Interior Architectural Woodwork	1/8

Division 7 – Thermal and Moisture Protection

07115	Bituminous Dampproofing	1/3
07162	Crystalline Waterproofing	1/8
07190	Water Repellents	1/4
07210	Building Insulation	1/3
07300	Faux Slate Roofing	1/6
07552	SBS-Modified Bituminous Membrane Roofing	1/10

07554	SBS-Modified Bituminous Plaza Deck Roofing System	1/8
07620	Sheet Metal Flashing and Trim	1/8
07650	Flexible Flashing	1/6
07720	Roof Accessories	1/4
07841	Through-Penetration Firestop Systems	1/6
07920	Joint Sealant	1/19

**Division 8 – Doors and
Windows**

08111	Standard Steel Door and Frames	1/8
08125	Interior Aluminum Frames	1/4
08211	Flush Wood Doors	1/5
08311	Access Doors & Frames	1/4
08332	Overhead Coiling Doors	1/5
08411	Aluminum-Framed Entrances, Storefronts and Curtain Walls	1/9
08460	Automatic Sliding Doors	1/7
08710	Door Hardware	1/13
08830	Mirrors	1/5
08800	Glazing	1/11

Division 9 - Finishes

09111	Non-Load-Bearing Steel Framing	1/6
09220	Modified Protland Cement Plaster	1/9
09250	Gypsum Board	1/7
09310	Ceramic Tile	1/9
09402	Resinous Matrix Terrazzo Flooring	1/5
09511	Acoustical Panel Ceilings	1/5
09650	Cork Flooring	1/4
09651	Resilient Floor Tile	1/5
09653	Resilient Wall Base and Accessories	1/4
09681	Sheet Carpeting	1/4
09700	Stained Concrete Flooring	1/2
09912	Interior Painting	1/4
09931	Weed Stains & Transparent Finishes	1/5
09960	High Performance Ceilings	1/6

Division 10 - Specialties

10155	Toilet Compartments	1/3
10200	Louvers and Vents	1/6
10265	Impact-Resistant Wall Protection	1/4
10431	Signage	1/5
10520	Fire-Protection Specialties	1/5
10801	Toilet and Bath Accessories	1/5

Division 11 - Equipment

11132	Projection Screens	1/3
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11510	Library Book Return	1/3
Division 12 - Furnishings		
Not Used		
Division 13 – Special Construction		
Not Used		
Division 14 – Conveying Systems		
14240	Hydraulic Elevators	1/9
Division 15 - Mechanical		
15000	Mechanical Systems	1/5
15010	Basic Materials and Methods	1/9
15015	Preinsulated Steel Piping System	1/3
15020	Sheet Metal Work	1/8
15030	Piping Systems	1/5
15040	Piping Materials	1/7
15050	Equipment and Specialties	1/10
15060	Temperature Controls	1/25
15070	Plumbing Fixture and Accessories	1/7
15080	Fire Protection System	1/6
Division 16 - Electrical		
16000	Electrical Systems	1/4
16010	Basic Materials and Methods	1/14
16020	Distribution Equipment	1/4
16030	Lighting	1/4
16040	Fire Detection System, Digitally Encoded Analogue Reading	1/17
16050	Telecommunication Systems	1/9
End of Document		

§ 8.1.5 The Drawings are as follows, and are dated October 18, 2007 unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

INDEX TO DRAWINGS

Number	Title	Date
T1.1	TITLE SHEET	
CIVIL		
CS1.1	TOPOGRAPHICAL SURVEY	
C1.1	CIVIL SITE PLAN	
C1.2	DRAINAGE PLAN	
C2.1	PARKING/DRIVES GEOMETRIC & STRIPING PLAN	
C2.2	PARKING/DRIVES JOINT LAYOUT PLAN	

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C2.3	PAKRING/DRIVES PAVING & GRADING PLAN
C2.4	BOULEVARD TYPICAL SECTION
C2.5	BOULEVARD PLAN & PROFILE
C2.6	GRADING PLAN
C3.1	WATER & SEWER PLAN
C3.2	FORCE MAIN PLAN
C3.3	FORCE MAIN PLAN
C4.1	GRINDER LIFT STATION DETAILS
C4.2	WATER & SEWER DETAILS
C4.3	TYPICAL PAVEMENT SECTION DETAILS
C4.4	MISCELLANEOUS DETAILS
C4.5	MISCELLANEOUS DETAILS
C4.6	CB-06 DETAILS
C4.7	COVER & GRATE DETAILS
C4.8	DRAINAGE MANHOLE DETAILS
C4.9	SIGNING PLAN
LANDSCAPE	
L1.1	LANDSCAPE PLAN
L1.2	LANDSCAPE PLAN - ALTERNATE #3
ARCHITECTURAL	
A0.1	SITE PLAN
A0.2	TYPICAL INFORMATION
A0.3	TYPICAL INFORMATION
A0.4	TYPICAL INFORMATION
A1.1	FIRST FLOOR PLAN
A1.1.1	FIRST FLOOR DIMENSION PLAN
A1.1.2	FIRST FLOOR FURNITURE PLAN
A1.2	SECOND FLOOR PLAN
A1.2.1	SECOND FLOOR DIMENSION PLAN
A1.2.2	SECOND FLOOR FURNITURE PLAN
A1.3	MEZZANINE FLOOR PLAN
A1.3.1	MEZZANINE DIMENSION PLAN
A2.1	ENLARGED FLOOR PLANS
A2.2	ENLARGED FLOOR PLANS
A2.3	STAIR SECTIONS AND

	DETAILS
A2.4	STAIR & ELEVATOR
	SECTIONS AND DETAILS
A3.1	FINISH SCHEDULE
A3.1.1	FIRST FLOOR FLOOR
	PATTERN PLAN
A3.1.2	SECOND FLOOR FLOOR
	PATTERN PLAN
A3.2	DOOR SCHEDULE
A3.3	WINDOW ELEVATIONS
A3.3.1	WINDOW ELEVATIONS &
	SCHEDULE
A3.3.2	SUNSHADE DETAILS
A3.4	WALL TYPES
A3.5	MISCELLANEOUS
	DETAILS
A4.1	INTERIOR ELEVATIONS
A4.2	INTERIOR ELEVATIONS
A4.3	INTERIOR ELEVATIONS
A4.4	INTERIOR ELEVATIONS
A4.5	INTERIOR ELEVATIONS
A4.6	INTERIOR ELEVATIONS
A4.7	INTERIOR ELEVATIONS
A5.1	EXTERIOR ELEVATIONS
A5.2	EXTERIOR ELEVATIONS
A5.3	BUILDING SECTIONS
A5.4	BUILDING SECTIONS
A6.1	WALL SECTIONS
A6.2	WALL SECTIONS
A6.3	WALL SECTIONS
A6.4	WALL SECTIONS
A6.5	WALL SECTIONS
A6.6	WALL SECTIONS
A7.1	SECTION DETAILS
A7.2	SECTION DETAILS
A7.3	SECTION DETAILS
A7.3.1	SECTION DETAILS
A7.3.2	SECTION DETAILS
A7.3.3	SECTION DETAILS
A7.4	PLAN DETAILS
A7.5	PLAN DETAILS
A7.6	PLAN DETAILS
A7.7	PLAN DETAILS
A7.8	PLAN DETAILS
A8.1	ROOF PLAN
A9.1	FIRST FLOOR
	REFLECTED CEILING
	PLAN
A9.2	SECOND FLOOR
	REFLECTED CEILING
	PLAN
A9.3	MEZZANINE REFLECTED
	CEILING PLAN
	STRUCTURAL
S1.0	SLAB PLAN
S1.1	SLAB PLAN

S1.2	FOUNDATION PLAN
S1.3	FOUNDATION PLAN & PILE CAP DETAILS
S1.4	FOUNDATION SECTIONS & NOTES
S2.0	SECOND FLOOR FRAMING PLAN
S2.1	SECOND FLOOR FRAMING PLAN
S2.2	SECOND FLOOR CEILING FRAMING PLAN
S2.3	PARTIAL ROOF FRAMING PLAN
S3.0	SECTIONS & DETAILS
S3.1	SECTIONS & DETAILS
S3.2	SECTIONS & DETAILS
S3.3	SECTIONS & DETAILS
S3.4	SECTIONS & DETAILS
S3.5	SECTIONS & DETAILS

MECHANICAL

M1.1	MECHANICAL SITE PLAN
M2.1	FIRST FLOOR PLUMBING/SPRINKLER PLAN
M2.2	SECOND FLOOR PLUMBING/SPRINKLER PLAN
M2.3	DETAILS & PLUMBING RISERS
M3.1	FIRST FLOOR HVAC PLAN
M3.2	SECOND FLOOR HVAC PLAN
M3.3	HVAC DETAILS
M3.4	HVAC DETAILS
M3.5	MECHANICAL EQUIPMENT SCHEDULE
M3.6	MECHANICAL EQUIPMENT SCHEDULE
M3.7	PARTIAL HVAC PLANS

ELECTRICAL

E1.1	ELECTRICAL SITE PLAN
E2.1	FIRST FLOOR POWER PLAN
E2.2	SECOND FLOOR POWER PLAN
E3.1	FIRST FLOOR LIGHTING PLAN
E3.2	SECOND FLOOR LIGHTING PLAN
E4.1	ELECTRICAL RISER AND DETAILS
E4.2	ELECTRICAL MEZZANINE AND DETAILS

E4.3	ELECTRICAL SCHEDULE AND DETAILS
E5.1	LIGHTING FIXTURE SCHEDULE
E5.2	PANELBOARD SCHEDULE

§ 8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
1	12/5/2007	63
2	12/13/2007	35
3	12/17/2007	13

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

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

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides 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.)

n/a

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.

OWNER (Signature)

Mr. V.J. St. Pierre, Parish President

(Printed name and title)

CONTRACTOR (Signature)

Mr. Gary Boudreaux, Vice-President of
Operations

(Printed name and title)

Witness: _____

Witness: _____

Additions and Deletions Report for AIA[®] Document A101[™] – 1997

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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AGREEMENT made as of the day of in the year of Two Thousand Eight

...

St. Charles Parish

P.O. Box 302

15045 River Road

Hahnville, LA 70057

Telephone Number: (985) 783-5000

Fax Number: (985) 783-1216

...

Lamar Contractors, Inc.

481 Sugarland Parkway

Luling, LA 70070

Telephone Number: (985) 785-7121

Fax Number: (985) 785-7124

...

St Charles Parish East Regional Library

160 West Campus Drive

Destrehan, LA 70047

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Chenevert Architects LLC

232 Third Street, Suite 100

Baton Rouge, LA 70801

Telephone Number: (225) 334-9907

Fax Number: (225) 334-9908

...

The contractor is to construct the facility for the owner. The work consists of the following:

1. As indicated on the Drawings and specified herein, the approximately 39,655 square foot two story building will be clad in Portland cement plaster, brick, and glass storefront on new steel framed structure with concrete slab and composite second floor deck. Mechanical, electrical (power and lighting), plumbing, and telephone/data utilities, including connections, are included.
2. The site work consist of concrete paving for new driveways, parking areas and sidewalks, with earthwork, landscaping, lawns and grasses, site drainage, and site utilities included. Also included in the scope is the construction of a new boulevard leading from River Road to the site as indicated on the Drawings and specified herein. Boulevard work includes earthwork, paving, drainage, landscaping, lawns and grasses and utilities

...

(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.)

...

The commencement date will be fixed in a formal "Notice to Proceed" to be issued at a later date.

...

The specified commencement and completion dates will be established in a formal "Notice to Proceed" to be issued at a later date.

...

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 425 days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

...

Date of Substantial Completion will be established in a formal "Notice to Proceed."

Portion of Work

Substantial Completion Date

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

...

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

The Contractor agrees that the Owner may retain the sum in the amount One Thousand Dollars (\$1,000.00) for each calendar day after the construction time, Sundays and holidays included, the work remains incomplete. This amount is hereby agreed upon as the proper measure of liquidated damages which the Owner will sustain after the stipulated time, and shall not be construed in any sense as a penalty.

If the Contractor does not complete the "Punch List work during the thirty (30) day lien period, the Owners will incur additional expense. The expense, including but not limited to the additional services of the Architect required, possible legal cost, will also be paid out of the balance owned the first Contractor. Therefore the total additional cost which may be involved in obtaining a second Contractor to complete the first Contractor's work will be paid for out of the remaining Punch List balance due the original Contractor. Any monies left over after all of these expenses are paid will then be paid to the first Contractor.

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The Contractor hereby also agrees to pay as Liquidated Damages the sum of One Thousand dollars (\$1,000.00) for each consecutive calendar day which the "Punch List" work is not complete beginning with the thirtieth (30th) day beyond the agreed upon date of Substantial Completion, and shall not be construed in any sense as a penalty.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eight Million Four Hundred Sixteen Thousand Five Hundred Dollars and Zero Cents (\$ 8,416,500.00), subject to additions and deductions as provided in the Contract Documents.

...

Base bid	\$7,873,000.00
Alt #1 - Provide in faux slate shingles in lieu of asphalt shingles on all pitched roofs	\$ 350,000.00
Alt #2 - Price to construct porte-cochere and connecting canopy at the front entry and described in the drawings	\$ 175,500.00
Alt #3 - Modify Landscape scope of work as indicated	\$ 18,000.00
Total:	\$8,416,500.00

...

n/a

...

A. As described in Articles 9.2, 9.3, and 9.4 of the Supplementary General Conditions.

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-fifth day of a month, the Owner shall make payment to the Contractor not later than the Tenth 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 ~~(→)Fifteen (15)~~ days after the Architect receives the Application for Payment.

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.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 Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~(→)Five percent (5.00%)~~. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;

...

.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 (5.00%)~~;

...

As described in Article 9 of the Supplementary General Conditions

...

.1 ~~the~~The Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment;

.2 A clear Lien Certificate from the St. Charles Parish Clerk of Courts Office has been submitted to the Architect; and

...

~~.2~~ a .3 A final Certificate for Payment has been issued by the Architect.

...

As described in Article 9 of the Supplementary General Conditions

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~~(→)Six percent (6.00%) per annum~~

...

Ms. Mary desBordes
P.O. Box 949
Luling, LA 70070

...

Chris Twiner
481 Sugarland Parkway
Luling, LA 70070
Telephone Number: (985) 785-7121
Fax Number: (985) 785-7124

...
n/a

§ 8.1 The Contract Documents, except for Modifications issued after execution of this ~~Agreement~~, Agreement are enumerated as follows:

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§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated ~~;~~ October 18, 2007, and are as follows

...

Project Specifications

As listed below

...
INDEX OF SPECIFICATIONS SECTIONS
...

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...
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	<u>DETAILS</u>
<u>E4.3</u>	<u>ELECTRICAL SCHEDULE</u>
	<u>AND DETAILS</u>
<u>E5.1</u>	<u>LIGHTING FIXTURE</u>
	<u>SCHEDULE</u>
<u>E5.2</u>	<u>PANELBOARD</u>
	<u>SCHEDULE</u>

...

<u>1</u>	<u>12/5/2007</u>	<u>63</u>
<u>2</u>	<u>12/13/2007</u>	<u>35</u>
<u>3</u>	<u>12/17/2007</u>	<u>13</u>

...
n/a

...

...
Mr. V.J. St. Pierre, Parish President

Mr. Gary Boudreaux, Vice-President of
Operations

...

Witness:

Witness:



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:43:16 on 02/11/2008 under Order No. 1000308192_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 1997 - Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)