

SECTION 00500

CONTRACT

This agreement entered into this _____ day of _____, 20____, by VATC & Associates hereinafter called the "Contractor", whose business address is 7911 Chef Menteur Hwy and the N.O., LA 70126 St. Charles Parish, hereinafter called the "Owner".

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

ARTICLE 1

STATEMENT OF WORK

- 1.01 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:
- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Huseman & Associates, LLC
- 1.03 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 Friday 5/13/2016 Addenda number(s) 1, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), 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 Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.
- 1.04 The Work is generally described as follows: Provide a new generator for the existing building.

ARTICLE 2

ENGINEER

- 2.01 The Project has been designed by Huseman & Associates, LLC who is hereinafter called "Engineer" and who will 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

- 3.01 The Contractor shall complete all of the Work under the Contract within 164 calendar days from the date stated in the Notice to Proceed.

ARTICLE 4

LIQUIDATED DAMAGES

- 4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, 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 one hundred dollars \$100 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. 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 5

CONTRACT PRICE

- 5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:
- a) (\$173,368.⁰⁰) One hundred seventy-three thousand three hundred sixty eight 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 and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

ARTICLE 6

PAYMENT PROCEDURES

- 6.01 Contractor shall submit Applications for Payment to the Engineer in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments. Progress payments will be based upon estimated quantities of 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 or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.
- 6.03 Application for Payment Form. The form of the Application for Payment must be suitable to the Owner. The Owner reserves the right to withhold payment until the form of Application for Payment is deemed acceptable by the Owner.
- 6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:
- a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or
 - b) Ninety-five percent (95%) of the approved payment applications for projects with contract prices of \$500,000.01 or greater.
- 6.05 The normal retainage shall not be due the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Engineer of a clear lien certificate and invoice for retainage.
- 6.06 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 15.06 of the General Conditions.
- 6.07 Final Acceptance. When Final Acceptance is granted by the Owner, the Owner shall file the certificate with the Recorder of Mortgages for St. Charles Parish.
- 6.08 At the expiration of the lien period the Contractor shall 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.

- c) Payment Bond (Section 00610)
- d) Insurance Certificates
- e) Advertisement for Bids (Section 00010)
- f) Louisiana Uniform Public Works Bid Form (Section 00300)
- g) Addenda (Numbers ____ / ____ to ____ / ____ inclusive)
- h) Contract documents bearing the general title "St. Charles Parish Planning & Zoning Generator" dated May 13th 2016.
- i) Drawings, consisting of a cover sheet dated May 13th 2016 and the sheets listed on Drawing T100; each sheet bearing the following general title: St. Charles Parish Planning & Zoning Generator
- j) General Conditions (Section 00700)
- k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

There are no Contract Documents other than those listed above in this Article 8. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

ARTICLE 9

MISCELLANEOUS

- 9.01 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.
- 9.02 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.

ST. CHARLES PARISH PLANNING & ZONING GENERATOR

9.03 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 Engineer on their behalf.

OWNER: Parish of St. Charles

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

CONTRACTOR:

By: William Lewis

Title: President

ATTEST:

By: Shirley Yea

Title: Administrative Assistant

END OF SECTION

Job Name: Planning & Zoning Generator

Project #: FEMA-1603-DR-LA-0079

Bid Date: 6/23/2016 @ 2:00 PM

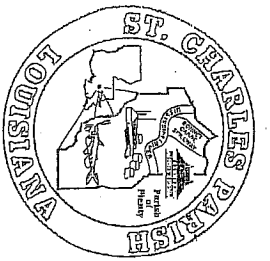
Engineer's Estimate: \$245,000

#	BIDDER	BASE BID AMOUNT	ALTERNATE #1 AMOUNT	ALTERNATE #2 AMOUNT	BASE BID + ALTERNATE #1	BASE BID + ALT #1 + ALT #2
1	Bannister Electric	\$ 197,484.00	\$ 5,750.00	\$ 3,725.00	\$ 203,234.00	\$ 206,959.00
2	Tasch Electric	\$ 268,100.00	\$ 5,100.00	\$ 5,600.00	\$ 273,200.00	\$ 278,800.00
3	Ready Power	\$ 169,800.00	\$ 6,000.00	\$ 3,500.00	\$ 175,800.00	\$ 179,300.00
4	UATC & Associates	\$ 166,567.00	\$ 3,784.00	\$ 3,017.00	\$ 170,351.00	\$ 173,368.00
5	Boasso Construction	\$ 218,000.00	\$ 2,000.00	\$ 1,500.00	\$ 220,000.00	\$ 221,500.00
6	Thomassie Construction	\$ 188,237.00	\$ 1,725.00	\$ 2,185.00	\$ 189,962.00	\$ 192,147.00
7	E3 Electrical	\$ 171,930.00	\$ 1,000.00	\$ 1,500.00	\$ 172,930.00	\$ 174,430.00

Bid Note #1: St. Charles Parish has accepted Alternates #1 and #2

Bid Note #2: Lowest bidder is in **BOLD**

Bid Note #3: Bannister Electric did not properly fill out the bid form. The spreadsheet reflects the proper cumulative bids



BID OPENING

BID TABULATION FORM

DATE/TIME: 10/23/16 @ 2:00pm Bid started @ 2:05pm

PROJECT TITLE: Panel 2 (Generator)

PROJECT NO./DEPT.: FEMA-1003-Dr-UA-0079

ENGINEER: Hibeman Associates

ENGINEER'S ESTIMATE: \$245,000

BIDDER	LIC. #	Addendum #1	Addendum #2	Addendum #3	Bid Form 00300	Bid Bond	Corporate Res. 00485	Attestation Clause 00470	E-Verify Affidavit 00475	BID AMOUNT	ALT 1 BID AMOUNT	ALT 2 BID AMOUNT	ALT 3 BID AMOUNT
By Feder Bannister Electric	42307	✓			✓	✓	?			197,484.00	203,234.00	201,209.00	
Tesch Electric	60992	✓			✓	✓	✓			208,100.00	5,100.00	5,000.00	
Renal Power, LLC	51843	✓			✓	✓	✓			169,800.00	6,000.00	3,500.00	
UAFC & Associates	29819	✓			✓	✓	✓			166,507.00	3,784.00	3,017.00	
Boasso Const.	44027	✓			✓	✓	✓			218,000.00	2,000.00	1,500.00	
Thomasie Const.	24904	✓			✓	✓	✓			168,237.00	1,725.00	2,185.00	
E3 Electrical Inc.	43411	✓			✓	✓	✓			171,930.00	1,000.00	1,500.00	

Note: Bannister Electric does not appear to have Corporate Res. (Legal was NOT Present)
E3 Electrical Inc. - Central Bidding