

SECTION 00014

CONTRACT

THIS AGREEMENT, made this 25th day of October, 2002, by and between St. Charles Parish herein called "Owner," acting herein through its Parish President, and Barriere Construction Company, L.L.C. (a corporation) doing business as a Limited Liability Corporation of Bourge, Parish of St. Charles, and State of Louisiana, hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

FY 2001-2002 LCDBG Program - Street Improvements
St. Charles Parish Project No. P020703

hereinafter called the project, for the sum of Three Hundred Ninety Seven Thousand Four Hundred Thirty Eight Dollars (\$397,438.00) and all extra work in connection therewith, under the terms as stated in the General and Specific Conditions of the contract; and at his/her (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the General Conditions and Supplemental General Conditions and Special Conditions construction prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore prepared by Shread-Kuyrkendall & Associates, Inc. herein entitled the Architect/Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner to fully complete the project within 120 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$ 200.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in Paragraph 25, "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)
ATTEST:

Barbara J. [Signature]
(Secretary)
Sandra H. Miguez
(Witness)

St. Charles Parish

(Owner)
By *Albert D. [Signature]*
Parish President
(Title)

(Seal)

Brian J. Cooney
(Secretary) Brian J. Cooney
Jennifer Hernandez
(Witness) Jennifer Hernandez

Barriere Construction Co., L.L.C.
(Contractor)

By *Bertrand A. Wilson*
Bertrand A. Wilson, Sr. Vice President
(Title)

1268 LA 3127, P.O. Box 1576, Boutte, LA 70039
(Address and Zip Code)

NOTE: Secretary of the Owner should attest. If Contractor is a corporation,
Secretary should attest.