SECTION 00600

CONTRACT BETWEEN OWNER AND CONTRACTOR

This Agreement entered into this 7th day of 10ccmber, 2011, by Aegis Construction, Inc., hereinafter called the "Contractor", whose business address is 456 West 5th Street, LaPlace, LA 70068, 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:

<u>Statement of Work</u>: 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 St. Charles Parish Emergency Operations Center located at 15026 River Road, Hahnville, Louisiana, FEMA Project No. 2008-EO-T8-0010, FP&C Project No. 50-J45-09-01, including:

the Base Bid in the amount of \$5,790,000.00; and, Alternate No. 1 Additional Parking in the amount of \$55,000.00,

in strict accordance with Contract Documents prepared by:

<u>Duplantis Design Group, PC</u> 314 East Bayou Road Thibodaux, LA 70301.

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 5/1/11, 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.

<u>Time for Completion</u>: The work shall be commenced on a date to be specified in a written order of the Owner and shall be completed within <u>365</u> consecutive calendar days from and after the said date.

<u>Liquidated Damages</u>: Contractor shall be assessed Liquidated Damages in the amount of <u>One Thousand dollars (\$1,000.00)</u> per day for each consecutive calendar day which work is not complete beginning with the first day beyond the completion time.

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 <u>Five Million Eight Hundred Forty-Five</u> Thousand <u>Dollars</u>, (\$5,845,000.00) which sum represents the Base Bid and Alternate No. 1.

In Witness whereof, the parties hereto on the day and year first above written have executed this agreement in <u>eight (8)</u> counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

Mitnesses: Chustin Shuduf	CONTRACTOR: AEGIS CONSTRUCTION, INC. BY: M. KENT LILIEDAHL, PRESIDENT Address for giving notices: 456 WEST 5 TH STREET
WITNESSES:	OWNER: ST. CHARLES PARISH
Shede Coleman	P.O. BOX 302 15045 RIVER ROAD
	HAHNVILLE, LOUISIANA 70057