

EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND DESIGN/BUILDER
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between St. Charles Parish (Owner)

and Gulf Equipment Corporation (Design/Builder).

Owner and Design/Builder, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01. Design/Builder shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- **Design, fabrication, and construction of a 250 foot self supported tower with the associated foundation**
- **Design, fabrication, and construction of a cable ice bridge structure.**
- **Design and install a ground ring around the tower**
- **Installation of tower lighting system**

ARTICLE 2 - THE PROJECT

2.01. The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**{ADVANCE y 512}St. Charles Parish Emergency Operations Center Communications Tower Project
FEMA PSGP 2010-PU-TO-L035, Project 46**

ARTICLE 3 - CONTRACT TIMES

3.01. Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02. Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed on or before 5 Calendar Months from date of Notice to Proceed, and completed and ready for final payment in accordance with paragraph 13.08 of the General Conditions on or before 5 Calendar Months from the Notice to Proceed.

3.03. Liquidated Damages

A. Design/Builder and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.02.A above, plus any extensions thereof allowed in accordance with paragraph 11.02 of the General Conditions. The parties also recognize the delays, expenses and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Design/Builder agree that as liquidated damages for delay (but not as a penalty), Design/Builder shall pay Owner \$1000 for each day that expires after the time specified in paragraph 3.02.A for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Design/Builder shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.02.A for completion and readiness for final payment or any proper extension thereof granted by Owner, Design/Builder shall pay Owner \$1000 for each day that expires after the time specified in paragraph 3.02.A for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

4.01. Owner shall pay Design/Builder for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.01.A Below:

A. For all Work other than Unit Price Work, a Lump Sum of:

Seven Hundred Sixty-Six Thousand Five Hundred and Thirty Dollars	(\$766,530.00)
(use words)	(figure)

ARTICLE 5 - PAYMENT PROCEDURES

5.01. Design/Builder shall submit and Owner will process Applications for Payment in accordance with Article 13 of the General Conditions.

A. *Progress Payments; Retainage.* Owner shall make progress payments on account of the Contract Price on the basis of Design/Builder's Applications for Payment which are to be submitted on or about the 25 day of each month during performance of the Work as provided in paragraphs 5.01.A.1 and A.2 below. All such payments will be based on the Schedule of Values established in paragraph 2.06.A.3 of the General Conditions.

Item	Description	Amount
1	Contract Execution	25%
2	Tower Erection	50%
3	Final Signoff/As Build Documentation	25%

ARTICLE 6 - INTEREST

6.01. All moneys not paid when due as provided in Article 13 of the General Conditions shall bear interest at the rate of 0 percent per annum.

ARTICLE 7 - DESIGN/BUILDER'S REPRESENTATIONS

7.01. To induce Owner to enter into this Agreement, Design/Builder makes the following representations:

A. Design/Builder has examined and carefully studied the Contract Documents (including the Addenda) listed in paragraphs 8.01.A through J and the other related data identified in the Request for Proposals but excluding the documents described in paragraph 8.01.K.

B. Design/Builder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Design/Builder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Design/Builder has carefully studied all: (1) reports of explorations and tests of subsurface conditions (if any) at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified or made available by Owner and (2) reports and drawings of Hazardous Environmental Conditions (if any) at the Site which have been identified or made available by Owner.

E. Design/Builder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

F. Design/Builder has correlated the information known to Design/Builder, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

G. Design/Builder has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Design/Builder has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Design/Builder.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01. The Contract Documents consist of the following:

- A. 00710 This Agreement (pages 1 to 6, inclusive);
- B. Performance Bond (pages 1 to 2 and power of attorney inclusive);
- C. Payment Bond (pages 1 to 2 and power of attorney inclusive);
- E. 00700 Standard General Conditions of the Contract Between Owner and Design/Builder (pages 1 to 28, inclusive);
- F. 00800 Supplementary Conditions (pages 1 to 10, inclusive);
- G. 00000 Conceptual Documents and Request for Proposals;
- H. 00900 Compliance Provisions for Federally Assisted Construction Contracts and Subcontracts
- I. 00910 Wage Decisions

- J. Design/Builder's Proposal;
- K. Addenda numbers 1 through 2 inclusive;
- L. The following, which may be delivered, prepared, or issued after the Effective Date of this Agreement and are not attached hereto:
 - 1. Notice to Proceed;
 - 2. All Work Change Directives, and Change Orders amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04.A of the General Conditions;
 - 3. Specifications as defined in Paragraph 1.01.A.40 of the General Conditions and required by the Request for Proposal; and
 - 4. Drawings as defined in Paragraph 1.01.A.18 of the General Conditions and required by the Request for Proposal.

8.02. The documents listed in paragraph 8.01 above are attached to this Agreement (except as expressly noted otherwise above).

8.03. There are no Contract Documents other than those listed above in this Article 8.

8.04. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

9.01. The Standard General Conditions of the Contract Between Owner and Design/Builder are referred to herein as the General Conditions.

9.02. Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.03. 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.

9.04. Owner and Design/Builder each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.05. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Design/Builder, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Design/Builder have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Design/Builder. All portions of the Contract Documents have been signed, initialed or identified by Owner and Design/Builder.

This Agreement will be effective on 6/5/13 (which is the Effective Date of the Agreement).

OWNER:

St. Charles Parish

By: 

[CORPORATE SEAL]

Attest: 

Address for giving notices:

P.O. Box 302 (15045 Hwy. 18)

Hahnville, LA 70057

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

DESIGN/BUILDER:

Gulf Equipment Corporation

By: 

[CORPORATE SEAL]

Attest: 

Address for giving notices:

5540 Business Parkway

Theodore, AL 36582

(251) 653-5075

Engineer License No. or Certificate No.: _____

(Where applicable)

State: _____

Contractor License No.: 32954

(Where applicable)

State: Louisiana

(If Design/Builder is a corporation, attach evidence of authority to sign.) Authority To Execute Contract is Attached

Designated Representative:

Name: Lyman W. Ramsay

Title: President

Address: 5540 Business Parkway
Theodore, AL 36582

Phone: (251) 510-7733 cell (251) 653-5075 office

Facsimile: (251) 654-0470