# SECTION 00500

# **CONTRACT**

Mecha Centra "Owne	agreement entered into this day of, 20, by <u>Industrial &amp; unical Contractors</u> , Inc., hereinafter called the "Contractor", whose business address is <u>757 l Avenue</u> , <u>Jefferson</u> , <u>LA</u> , <u>70121</u> , and the St. Charles Parish, hereinafter called the er".
	nent 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: <u>Buchart Horn, Inc.</u>
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 October 22 <sup>nd</sup> , 2014, Addenda number(s) 1-6, 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: <u>Installation of a New Drainage Pumping Station.</u>

## **ARTICLE 2**

## **ENGINEER**

2.01 The Project has been designed by <u>Buchart Horn</u>, <u>Inc.</u> 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 180 calendar days from the date stated in the Notice to Proceed.

#### **ARTICLE 4**

## LIQUIDATED DAMAGES

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 preceding 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 Five Hundred dollars (\$500.00) 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 amount to be paid to the Contractor by the Owner for completion of all work Owner will pay and the Contractor will accept in full consideration for the completion of all Work is:
  - a) (\$735,156.50) Seven Hundred Thirty Five Thousand One Hundred Fifty Six Dollars and Fifty Cents 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.

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6.09 Claims. Pursuant to La. R.S. 38:2242, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the Recorder of Mortgages for St. Charles Parish. When the Owner receives original proof of such guarantee from the Recorder of Mortgages, the claim deduction will be added back to the Contract Sum.

#### **ARTICLE 7**

### CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- 7.02 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
- 7.03 Contractor has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
- 7.04 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the Owner such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor for such purposes.

### **ARTICLE 8**

### CONTRACT DOCUMENTS

- 8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:
  - a) Contract (Section 00500)
  - b) Performance Bond (Section 00611)

- 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 1 to 6 inclusive)
- h) Contract documents bearing the general title Mimosa Park Drainage Improvements P090904 dated October 22<sup>nd</sup>, 2014.
- i) Drawings, consisting of a cover sheet dated) October 22<sup>nd</sup>, 2014 and the sheets listed on Drawing "Mimosa Park Drainage Improvements"; each sheet bearing the following general title: "Mimosa Park Drainage Improvements".
- j) General Conditions (Section 00700)
- k) Supplementary Conditions (if applicable for compliance purposes) (Section 00800)

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.

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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	CONTRACTOR:
Ву:	By:
Title:	Title:
ATTEST:	ATTEST:
Ву:	Ву:
Title:	Title:

END OF SECTION



PROJECT NO: P090904





ENGINEERS SIGNATURE & SEAL CERTIFIED AS CORRECT:



						ACMANGE & MECHANICA	I POUNTABLE			ACCE COST	700			THE PROPERTY CONTRACTOR	3 1001001001		
		<del></del>		ENGINEERS ESTIMATE		CONTRACTORS, INC.		RAMJ CONSTRUCTION, LLC	ICTION, LLC	CONSTRUCTION, LLC		SEALEVEL CONSTRUCTION		OTI TIC	TENCHON,	FLEMING CONSTRUCTION	твистом
TEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	3		AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE   AMOUNT	71	UNIT PRICE	ш	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
201-01-00190	Clearing & Grubbing	1.5		\$10,000.00	\$10,000,00		\$3,872.00		\$18,000.00	\$2,000,00	77		\$3,800.00	_	Г	۰	\$15,000.00
201-01-00100	Removal of Structures and Obstructions	1.5		\$5,000.00	\$5,000.00	\$1,622,00	\$1,622.00	\$12,500.00	\$12,500.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000,00	\$500,00	\$500,00	\$22,000.00	\$22,000,00
202-02-02020	Removal of Asphalt Pavement	SY	4	\$35.00	\$1,400.00	\$17.60	\$704.00		\$800.00	\$15,00	\$800,00	\$20.00	\$800.00	\$15.00	\$800.00	\$35.00	\$1,400.00
202-02-06100	Removal of Concrete Walks and Drives	SY	88	\$20.00	\$780.00	\$35.00	\$1,330.00	\$30.00	\$1,140.00	\$15.00	\$570.00	\$20.00	\$780.00	\$12.00	\$456.00	\$35.00	\$1,330,00
203-02-00100	Drainage Excavation	CY	200	\$22.00	\$11,000.00	\$11.00	\$5,500,00	-	\$7,000.00	\$15.00	\$7,500.00	\$40.00	\$20,000.00	\$30.00	\$15,000.00	\$30.00	\$15,600.00
302-02-02000	Class II Base Course (6" Thirt)	SY	352	\$25.00	\$8,800.00	\$68.00	\$23,232.00		\$3,520.00	\$25.00	\$8,800.00	\$24.00	\$8,448.00	\$15.00	\$5,280.00	\$25,00	\$8,800.00
0010010-001	Company and the state of the st	121		9/0.00	91,273,00	\$27.00	DO SECRE	1	\$1,020.00	\$50,00	\$850.00	870.00	\$1,180,00	\$70.00	51,190,00	\$75.00	21,275.00
ממיים היים שני	Subapave Asparato Condete	NO.	R	\$280.00	25.600.00	\$220.00	\$4,400.00	+	\$5,000.00	\$300.00	\$8,000.00	+	\$4,800.00	+	\$4,000.00	1	\$8,000,00
00110-20-107	Some Crain Pipe (40 PP)	77	200	\$140.00	\$120,400.00	288.80	\$83,248.00	+	\$111,800.00	\$180.00	\$137,600.00	1	\$183,400.00	1	\$154,800.00	+	\$133,300,00
702-02-00-00	Maranda (A-CS-11)	EA PA	•	\$4,500.00	\$27,000.00	54,481.00	\$28,786.00	\$5,500.00	\$33,000.00	\$4,000.00	\$24,000.00	+	\$32,400.00	+	\$27,000.00	+	\$31,800.00
205.00.0000	Chain I lak Earts (# Mainti	EA		44,000,00	930,000,00	90,000.00	324,820.00	+	DO TO COLO	24,000,00	\$38,000.00	\$5,200,00	S48,800.00	+	240,500.00	+	\$40,500.00
206.09.09040	of Desiries Codes for Chair 1 let Course (9) Leading	24	2	977000	OC OCC.	00.00	22,070,00	20.00	+	\$32.00	21,440,00	\$45.00	\$2,025.00	\$27.00	\$945,00	+	\$2,825.00
706.02.00500	o Loudos Gales for Crieff Lank Fellos (o Cogging	EA	- 8	00.000 PS	91,800.00	\$1,050.00	\$1,030.00	+	+	51,000.00	51,000.00	\$1,200.00	\$1,200.00	\$800.00	\$600.00	+	\$1,000.00
741-04-05000	Direct And B. 24" Thick Clientome Cuffelli.	25	8 5	400.00	64 690 00	2000	\$2,828.00	+	\$1,900.00	200.00	\$2,000.00	\$100.00	53,800,00	\$70.00	52,660,00	\$150.00	\$5,700.00
718-01-00100	Temporary Signs and Bardisday	15	72	\$4.000 nn	44,000,00	\$102.00	49,404,000	\$100.00	95,200.00	\$130,00	20,760,00	5120.00	28,240.00	\$100.00	25,200,90	\$125.00	28,500.00
714-01-00700	Slab Sod (Centinada)	20	1208	SE DO	00 000 00	20°-00-00	00,400,404	+	910,000,00	25,000.00	27,000,00	\$2,500 UU	22,500.00	\$1,000.00	91,000,00	+	\$17,000.00
728-01-00100	Bedding Meterial (#810 Stone)	A.	1 29	280.00	\$11 788.00	253.00	\$7 78R 30	t	\$10,300.00 \$7 955.00	675.00	644 032 ED	40F OU	24.072.00	450.00	67 255 OO	38.00	\$10,368.00
727-01-00100	Mobilization	1.5	-	\$20,000,00	\$20,000,00	ļ	\$82,822.00	ļ		874 000 00	\$74 000 00	9	+	531 000 00	531 000 00	5	SE4 600 BG
740-01-00100	Construction Levour	I.S		\$4.500.00	\$4,000.00	٠	00 000 84	╁	٠	83 000 FO	83 000 00	24 000 00	+	╁	245 000 00	╁	27 500 00
805-01-00100	Class A Concrete (Equipment Pads)	ঠ	16.8	\$550.00	\$8,130.00	\$447.00	\$7,420.20	H	Z	\$1,100.00	\$18,260.00	╁	t	╁	\$18,800,00	╁	\$14,940.00
808-01-00100	Deformed Reinforcing Steel (Equipment Pads)	178	1605	\$1.00	\$1,605.00	\$0.60	\$1,284,00	H	\$3,210.00	\$1.00	\$1,805,00		\$1,605,00	+	\$3,210,00	t	\$7,222.50
02850-01	30" Welded Street Dischange Pipe	17	88	\$241.00	\$20,728.00	\$358.00	\$30,788.00	t	\$35,280,00	\$430.00	\$38,980,00	\$500.00	\$43,000,00	$\dagger$	\$47,300,00		\$45 150 00
05500-01	Metal Fatrication (Railings & Stairs)	LS	F	\$3,000.00	\$3,000.00	\$3,000,00	t		\$15,000.00	\$5,000,00	\$5,000.00	-	1	0	+-	†	\$10,000.00
10-00101	Refocation of infrastructure Items (Allowance)	LS	-	\$35,000,00	H	\$35,000.00		+	╁	\$35,000.00	\$35,000,00	t	۲	╁	┿	+	\$35,000,00
11200-01	24" Axial Flow Propeller Pump & 75HP Motor	EA	2		-	Ė	۱.	1-	1			t	t	+-	+	+	\$148 000.00
16000-01	Electrical & Controls for 75HP Pumps	LS		\$82,000.00	\$82,000.00			-	-		+	H	-	+-	+	1_	\$172,150.00
\$-001	Temporary Erosion & Sediment Control	1.5		\$7,500.00	\$7,500.00		\$1,500.00	\$5,000.00	\$5,000.00	-	1	Н	-	-	+-	+	36,500.00
\$-002	Full Depth Saw Cut	IF.	58	\$1.00	\$95.00	\$17.60	\$1,672.00	\$10.00	\$950.00	\$10.00	\$850.00	\$7.00	\$885.00	\$12.00	\$1,140.00	┢	\$885,00
S-003	Abandon Existing Storm Drain & Fill w/ Flowable Fill	1.5	-	\$3,000.00	\$3,000.00	\$1,875,00	\$1,875,00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
S-004	Concrete Flume W/Bar Screen (8x12)	EA	-	\$9,000.00	-			-	-	\$30,000,00	Н	Н	Н	\$28,000.00	\$28,000,00		\$28,500.00
S-205	12'x15' Reinforced Concrete Wet Well	EA	-	\$55,000,00		\$80,043.00			\$125,000.00	\$180,000.00	\$180,000.00	\$243,700.00	-	-		\$114,000.00	\$114,000.00
8-006	Air Release Valve (Siphon Breaker)	EA	2	\$2,200.00	\$4,400.00	\$1,500.00	+	_	\$5,000.00	\$3,500.00	\$7,000.00	\$1,050.00	H	\$2,500.00	\$5,000,00		\$3,000.00
2003	Impact Bolland	EA		\$700.00	\$4,900.00	\$200,00	\$1,400,00	\$800.00	\$5,800.00	\$800.00	\$4,200.00	\$400.00	\$2,800.00	\$1,000.00	\$7,000.00	\$1,000.00	\$7,000.00
201-01-00100	Clearing & Grubbing (At. #1)	1.5		\$2,500.00	\$2,500.00	\$880.00	+	+	\$1,00	\$160,00	\$180.00	\$2,300.00	\$2,300.00	\$3,000.00	\$3,000.00	\$500.00	\$500.00
201-01-00100	Removal of Structures and Obstructors (All. #1)	Sil		\$1,250.00	\$1,250.00	\$550.00	+	2	\$10,000.00	\$180.00	\$180.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$8,000.00	\$3,000.00
202-02-02020	Clear ti Desp Course (C. Thick) (At #4)	SY	5 8	\$35.00	\$735.00	\$37.00	\$777.00	\$20,00	\$420.00	\$12.00	\$252.00	\$20.00	\$420.00	\$15,00	2315.00	\$35,00	\$735.00
402-01-00100	Traffic Minimumos Aggregate (Alt. #1)	<u>}</u>	Q 40	275.00	\$375.00	$\dagger$	\$135.00	+	\$300.00	\$75.00	\$375 OD	\$90.00	\$700,00 \$450.00	DO 093	2000 Ou	\$25.00	#475.00
502-01-00100	Superpave Asphaltic Concrete (Alt. #1)	TON	9	\$280.00	\$2,800.00		\$2,200.00	+	\$2,500.00	\$200.00	\$2,000,00	\$240.00	\$2,400,00	\$200.00	\$2,000.00	\$450.00	\$4,500.00
701-03-01100	Storm Drain Pipe (48" PP) (Alt. #1).	LF.	278	\$140.00	\$38,920,00		\$24,464.00	\$130.00	\$36,140.00	\$180.00	\$44,480.00	\$180.00	\$52,820,00	\$300.00	\$83,400.00	-	\$43,090.00
702-02-00400	Manhote (R-CB-11) (Alt. #1)	EA	, 2	\$4,500.00	\$9,000.00		\$8,844,00	Н	\$11,000.00	\$4,000.00	\$8,000.00	Н	\$10,800,00	-	\$10,000.00	-	\$13,000.00
702-03-00200	Catch Basin (CB-02) (Alf. #1)	EA	6	\$4,000.00	\$12,000.00		\$12,279.00	+	\$16,500.00	\$4,000.00	\$12,000.00	-	\$15,800.00		\$15,000.00	۲	\$13,500.00
713-01-00100	Temporary Signs and Bantcades (Att. #1)	LS	-	\$1,000.00	\$1,000.00	1	\$3,142.00	-	\$3,000,00	\$100.00	\$100.00	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00
774-01-00/00	DALLE SALE GOOD CONTRACT	SY	S 22	00.00	50,005,00	25.00	\$1,005.00	26.00	51,608.00	88.89	\$1,208.00	\$7.00	\$1,407,00	25.00	51,005.00	28.00	\$1,608.00
727-01-00100	Mobilization (At 41)	17	1,45.9	\$5 000 00	25 000 00	†	\$1 000 00	+	\$5,000,00	\$4.0.00 \$4 500 00	00,007.2	42 400 00	24,079,30	\$1,000,00	81,287.UU	\$1 500 00	20,001,00
740-01-00100	Construction Layout (A): #1)	1.5	ŀ	\$1,000,00	\$1,000.00	+	\$1,500.00	╁	\$5,000,00	\$1,000.00	\$1,000.00	\$1 000 00	\$1,000.00	\$5,000.00	25.000.00	22 500 00	\$2 500 00
200	Temporary Erosion & Sediment Control (Att. #1)	LS	-	\$1.875.00	\$1,875.00	H	\$1,500.00	t	\$2,500,00	\$1,000,bc	\$1,000.00	-	\$1,700.00	\$500.00	\$500.00	\$600.00	3800.00
S-002	Full Depth Saw Cut (Aff. #1):	I.F	24	\$1.00	\$24.00	Н	\$432.00	H	\$240.00	\$5.00	\$120.00	$\vdash$	\$168.00	\$12.00	\$266.00	\$7.00	\$186.00
	BASE BID TOTAL			\$690,769,00	39.00	\$736,168.50	8.50	\$945,393.00	3.00	\$918,583,50	3,60	\$962,799.50	9.60	\$957,812.00	2.00	\$991,264.50	4.50
	ALTERNATE NO. 1 TOTAL			\$81,556.00	9.60	\$64,213.70	1,70	\$97,914.00	8	\$79,168.50	P.50	\$101,220.50	0.50	\$127,115.00	503	\$96,347.00	8:
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Johnny Thompson St. Charles Parish Department of Public Works/Wastewater 100 River Oaks Drive Destrehan, La 70047

Mr. Thompson,

We have completed our review of the bids and have found mathematical errors on the low bidder, Industrial & Mechanical Contractors, Inc.'s bid. The total Bid amounts indicated on their bid form do not match the totals on their unit price form. Their corrected Base Bid amount is \$735,156.50 (a difference of \$0.45). Their corrected Alternate No. 1 price is \$64,213.70 (a difference of \$4,356.00). We have discussed the issue with Industrial & Mechanical Contractors and they do not wish to withdraw their bid.

We hereby recommend that St. Charles Parish award the project to the lowest responsible bidder, Industrial & Mechanical Contractors, Inc. for a Base Bid amount of \$735,156.50. If the Parish elects to include Alternate No. 1, we recommend that St. Charles Parish award the project to the lowest responsible bidder, Industrial & Mechanical Contractors, Inc., for a Combined Bid amount of \$799,370.20.

Attached is the completed bid tabulation.

Sincerely,

Mira K. Para, PE Project Manager

encl. dmt/MKP