

SECTION 00500

CONTRACT

This agreement entered into this _____ day of _____, 20____, by _____, hereinafter called the "Contractor", whose business address is _____, and the 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: Professional Engineering and Environmental Consultants, Inc.
- 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 _____, Addenda number(s) _____, 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:
PRIMROSE (ELLINGTON) CANAL ROAD CROSSING CULVERT REPLACEMENT

ARTICLE 2

ENGINEER

- 2.01 The Project has been designed by Professional Engineering and Environmental Consultants, Inc. 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 360 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 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 **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) (\$199,453.40) One Hundred Ninety Nine Thousand Four Hundred Fifty Three Dollars and Forty 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.

- 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 _____ to _____ inclusive)
- h) Contract documents bearing the general title " _____ " dated _____ 20_____.
- i) Drawings, consisting of a cover sheet dated) _____ 20__ and the sheets listed on Drawing _____; each sheet bearing the following general title:
- 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.

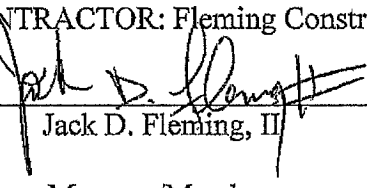
9.03 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

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: Fleming Construction Co., L.L.C.

By: _____

By:  _____

Jack D. Fleming, II

Title: _____

Title: Manager/Member

Title: _____

Title: CEO

END OF SECTION



PROJECT TITLE: Primrose (Ellington) Canal Road Crossing Culvert Replacement

PROJECT NO: P090201-3

DATE & TIME: November 4, 2014 10:00AM



PROFESSIONAL
ENGINEERING AND
ENVIRONMENTAL
CONSULTANTS, INC.

ENGINEERS, PLANNERS AND ENVIRONMENTAL CONSULTANTS
1065 Muller Parkway, Suite B, Westwego, LA 70094

ITEM	DESCRIPTION	QTY	UNIT	Fleming Construction Company		Cycle Construction, LLC	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
M-001	Mobilization/Demobilization	1	LS	\$46,597.00	\$46,597.00	\$201,900.00	\$201,900.00
A-001	Installation of signage and barricades, and provide full time flag person to control traffic on Primrose at Monsanto Ave	1	LS	\$13,290.00	\$13,290.00	\$22,000.00	\$22,000.00
A-002	Perform all work required for the construction layout at Monsanto Ave.	1	LS	\$788.00	\$788.00	\$3,450.00	\$3,450.00
A-003	Perform all work required for the installation of the 14'10" X 4'10" Aluminum Arch Culvert at Monsanto Ave.	45	LF	\$3,088.72	\$138,992.40	\$2,895.00	\$130,275.00
A-004	Perform all work required for relocation of the waterline at Monsanto Ave. Marked as "waterline adjustment at Monsanto"	1	LS	\$7,200.00	\$7,200.00	\$10,802.00	\$10,802.00
A-005	Perform all work required for the construction of all required drop inlets, all bends and fittings, and related outfall pipes at Monsanto Ave.	1	LS	\$15,000.00	\$15,000.00	\$20,100.00	\$20,100.00
A-006	Perform all work required for the installation of the concrete cloth at Monsanto Ave.	1	LS	\$16,000.00	\$16,000.00	\$16,700.00	\$16,700.00
A-007	Perform all work required to remove existing asphalt and install required new 4"asphaltic roadway (2"base course/2" wearing course) at Monsanto Ave.	50	TON	\$422.00	\$21,100.00	\$390.50	\$19,525.00
A-008	Placement of the 610 limestone required for the road maintenance at Monsanto Ave.	1	LS	\$10,000.00	\$10,000.00	\$3,900.00	\$3,900.00
A-009	Install and removal of temporary coffer dams at Monsanto Ave.	2	EACH	\$11,125.00	\$22,250.00	\$14,500.00	\$29,000.00
B-001	Perform all work required for the installation of the signage, barricades, and provide full time flag person to control the traffic on Primrose at River Oaks Ave.	1	LS	\$13,000.00	\$13,000.00	\$22,000.00	\$22,000.00
B-002	Perform all work required for the construction layout at River Oaks Ave.	1	LS	\$800.00	\$800.00	\$3,450.00	\$3,450.00
B-003	Perform all work required for the installation of the 14'10" X 4'10" Aluminum Arch Culvert at River Oaks Ave.	42	LF	\$3,210.00	\$134,820.00	\$2,985.00	\$125,370.00
B-004	Perform all work required for the relocation of the existing waterline at River Oaks Ave.	1	LS	\$7,700.00	\$7,700.00	\$10,330.00	\$10,330.00
B-005	Perform all work required for the installation of the concrete cloth at River Oaks Ave.	1	LS	\$16,000.00	\$16,000.00	\$17,100.00	\$17,100.00
B-006	Perform all work required to remove/replace the existing concrete drives at River Oaks Ave.	14	CY	\$300.00	\$4,200.00	\$572.00	\$8,008.00
B-007	Perform all work required to install the new 4"asphaltic roadway (2"base course/2" wearing course) at River Oaks Ave.	40	TON	\$450.00	\$18,000.00	\$411.50	\$16,460.00
B-008	Excavation and fill cost required for all temporary turn around areas at River Oaks Ave. Fill material shall be 610 crushed limestone.	1	LS	\$13,000.00	\$13,000.00	\$5,000.00	\$5,000.00
B-009	Placement of the 610 limestone required for the road maintenance at River Oaks Ave.	1	LS	\$13,150.00	\$13,150.00	\$3,300.00	\$3,300.00
B-010	10" tree removal of the Tallo Tree at the northwest corner at River Oaks Ave.	1	EACH	\$614.00	\$614.00	\$600.00	\$600.00
B-011	24" tree removal of the pine trees at the northwest corner at River Oaks Ave.	2	EACH	\$2,000.00	\$4,000.00	\$1,750.00	\$3,500.00
B-012	Perform all work required for the construction of all required drop inlets, all bends and fittings, and related outfall pipes at River Oaks Ave. Ave.	1	LS	\$18,200.00	\$18,200.00	\$21,700.00	\$21,700.00

B-013	Install and removal of temporary coffer dams at River Oaks Ave	2	EACH	\$11,150.00	\$22,300.00	\$14,500.00	\$29,000.00
C-001	Perform all work required for the installation of the signage, barricades, and provide full time flag person to control the traffic on Primrose at Oak Lane	1	LS	\$13,000.00	\$13,000.00	\$22,000.00	\$22,000.00
C-002	Perform all work required for the construction layout at Oak Lane	1	LS	\$1,000.00	\$1,000.00	\$3,450.00	\$3,450.00
C-003	Perform all work required for the installation of the 14'10" X 4'10" Aluminum Arch Culvert at Oak Lane	42	LF	\$3,182.00	\$133,644.00	\$2,985.00	\$125,370.00
C-004	Perform all work required for relocation of the waterline at Oak Lane. Marked as "waterline adjustment at Oak Lane"	1	LS	\$8,000.00	\$8,000.00	\$13,100.00	\$13,100.00
C-005	Perform all work required for the relocation of the 6" sewer force main at Oak Lane	1	LS	\$10,000.00	\$10,000.00	\$9,500.00	\$9,500.00
C-006	Perform all work required for the installation of the concrete cloth at Oak Lane	1	LS	\$16,000.00	\$16,000.00	\$18,000.00	\$18,000.00
C-007	Perform all work required to remove/replace the existing concrete drives at Oak Lane	14	CY	\$300.00	\$4,200.00	\$515.00	\$7,210.00
C-008	Perform all work required to install the new 4" asphaltic roadway (2" base course/2" wearing course) at Oak Lane	40	TON	\$500.00	\$20,000.00	\$391.50	\$15,660.00
C-009	Excavation and fill cost required for all temporary turn around areas at Oak Lane. Fill material shall be 610 crushed limestone.	1	LS	\$11,000.00	\$11,000.00	\$1,800.00	\$1,800.00
C-010	Installation of the 610 limestone required for the road maintenance at Oak Lane	1	LS	\$13,000.00	\$13,000.00	\$3,300.00	\$3,300.00
C-011	Perform all work required for the construction of the A-200 pipe bends, flap, and drop inlet for the outfall pipes at Oak Lane	1	LS	\$18,000.00	\$18,000.00	\$20,600.00	\$20,600.00
C-012	Install and removal of temporary coffer dams at Oak Lane	2	EACH	\$6,000.00	\$12,000.00	\$14,500.00	\$29,000.00
D-001	Perform all work required for the installation of the signage, barricades, and provide full time flag person to control the traffic on Primrose at Diane Drive	1	LS	\$13,000.00	\$13,000.00	\$22,000.00	\$22,000.00
D-002	Perform all work required for the construction layout at Diane Drive	1	LS	\$1,000.00	\$1,000.00	\$3,450.00	\$3,450.00
D-003	Perform all work required for the installation of the 267" X 5'5" aluminum arch culvert at Diane Drive	66	LF	\$5,980.00	\$394,680.00	\$5,220.00	\$344,520.00
D-004	Perform all work required for the construction of the manufactured soil bags at Diane Drive	100	LF	\$250.00	\$25,000.00	\$174.00	\$17,400.00
D-005	Perform all work required for the relocation of the waterline at Diane Drive. Marked as "waterline adjustment at Diane Drive."	1	LS	\$11,000.00	\$11,000.00	\$19,900.00	\$19,900.00
D-006	Perform all work required for all required drop inlets, all bends and fittings, and related outfall pipes at Diane Drive	1	LS	\$1,000.00	\$1,000.00	\$2,300.00	\$2,300.00
D-007	Perform all work required for the installation of the concrete cloth at Diane Drive	1	LS	\$17,000.00	\$17,000.00	\$20,000.00	\$20,000.00
D-008	Perform all work required to install the new 4" asphaltic roadway (2" base course/2" wearing course) at Diane Drive	40	TON	\$500.00	\$20,000.00	\$391.50	\$15,660.00
D-009	Installation of the 610 limestone required for the road maintenance at Diane Drive	1	LS	\$8,000.00	\$8,000.00	\$3,300.00	\$3,300.00
D-010	The removal of 8" Talle trees in the canal at Diane Drive	2	EACH	\$1,600.00	\$3,200.00	\$480.00	\$960.00
D-011	The removal of the 10" Oak tree in the northwest corner at Diane Drive	1	EACH	\$1,900.00	\$1,900.00	\$710.00	\$710.00
D-012	The removal of the 18" Willow tree in the canal at Diane Drive	1	EACH	\$3,000.00	\$3,000.00	\$1,120.00	\$1,120.00
D-013	30" Oak tree removal in the southeast corner at Diane Drive	1	EACH	\$4,000.00	\$4,000.00	\$2,240.00	\$2,240.00
D-014	Install and removal of temporary coffer dams at Diane Drive	2	EACH	\$6,000.00	\$12,000.00	\$14,500.00	\$29,000.00

E-001	Perform all work required for the installation of the signage, barricades, and provide full time flag person to control the traffic on Primrose at Lagattuta Blvd.	1	LS	\$13,000.00	\$13,000.00	\$27,000.00	\$27,000.00
E-002	Perform all work required for the construction layout at Lagattuta Blvd.	1	LS	\$1,000.00	\$1,000.00	\$4,200.00	\$4,200.00
E-003	Perform all work required for the installation of the 26'7" X 5'5" aluminum arch culvert at Lagattuta Blvd.	82	LF	\$5,354.00	\$439,028.00	\$4,970.00	\$407,540.00
E-004	Perform all work required for the relocation of the waterline at Diane Drive. Marked as "waterline adjustment" at Lagattuta Blvd.	1	LS	\$11,000.00	\$11,000.00	\$20,700.00	\$20,700.00
E-005	Perform all work required for the installation of the concrete cloth at Lagattuta Blvd.	1	LS	\$18,000.00	\$18,000.00	\$20,000.00	\$20,000.00
E-006	Perform all work required for all required drop inlets, all bends and fittings, and related outfall pipes at Lagattuta Blvd.	1	LS	\$1,000.00	\$1,000.00	\$1,230.00	\$1,230.00
E-007	Perform all work required to install the new 4" asphaltic roadway (2" base course/2" wearing course) at Lagattuta Blvd.	85	TON	\$500.00	\$42,500.00	\$386.00	\$32,810.00
E-008	Installation of the 610 limestone required for the road maintenance at Lagattuta Blvd.	1	LS	\$12,000.00	\$12,000.00	\$7,000.00	\$7,000.00
E-009	Perform all work required to install the barrier curb at Lagattuta Blvd.	100	LF	\$23.00	\$2,300.00	\$54.60	\$5,460.00
E-010	The removal of the 10" tree in the canal at the southwest corner at Lagattuta Blvd.	1	EACH	\$1,700.00	\$1,700.00	\$960.00	\$960.00
E-011	Remove the 12" Japanese Pear tree at Lagattuta Blvd. and replace it with a new Japanese Pear tree	2	EACH	\$1,700.00	\$3,400.00	\$1,650.00	\$3,300.00
E-012	Install and removal of temporary coffer dams at Lagattuta Blvd.	2	EACH	\$6,000.00	\$12,000.00	\$14,500.00	\$29,000.00
F-001	Perform all work required for slab sodding to be constructed throughout the project as directed by the Owner	200	SY	\$10.00	\$2,000.00	\$23.50	\$4,700.00
F-002	Perform all work required for Hydroseeding to be constructed throughout the project as directed by the Owner	200	SY	\$9.00	\$1,800.00	\$20.50	\$4,100.00
F-003	Install and removal of the Project Sign at the jobsite	1	LS	\$1,200.00	\$1,200.00	\$1,400.00	\$1,400.00
F-004	Perform all work required to remove trees as needed, with a trunk size 4-12 inches in diameter where not described in the plans and specifications as directed by	1	EACH	\$1,900.00	\$1,900.00	\$960.00	\$960.00
F-005	Perform all work required to remove trees as needed with a trunk size 13-32 inches in diameter where not described in the plans and specifications as directed by	1	EACH	\$4,000.00	\$4,000.00	\$1,600.00	\$1,600.00
R-001	Relocation of Infrastructure. Refer to Division 10100 for item description	1	LS	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
Total					\$1,999,453.40		\$2,146,980.00

BID CERTIFIED BY: Mo Saleh, P.E.

November 5, 2014