

CONTRACT FORMS

THIS AGREEMENT dated the _____ day of _____ in the year 20_____, by and between **City of Hammond** (hereinafter called the OWNER) and **Ernest P. Breaux Electrical, LLC** (hereinafter call the CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 – NOTICE

TAKE NOTICE: THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO THE LAWS OF THE STATE OF LOUISIANA.

This same Notice shall be placed on all contracts, subcontracts, purchase orders, agreements and bonds relating to the Project or the Work.

Article 2 – WORK

Project Name: **Replace MITL and Signage – TW A (Partial), B, C, D, and E**
Project Location: **Hammond Northshore Regional Airport**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work generally consists of cleaning and sealing all cracks and joints along the concrete apron, select slab replacement, select partial slab replacement and concrete spall repair. Contract time shall be One Hundred Fifty (150) consecutive calendar days.

Article 3 – ENGINEER

The Project has been designed by:

MICHAEL BAKER INTERNATIONAL
2600 Citiplace Drive, Suite 450
Baton Rouge, LA 70808

who is hereinafter called ENGINEER and who is to act as OWNER's representative, 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 4 – CONTRACT TIME

- 4.1 The Work will be completed and ready for final payment within the time specified in Section 01010, "Scope of Work", as described in the contract drawings for final acceptance in accordance with General Provisions, Paragraph 50-15.
- 4.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time and phases described in these Contract Documents. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amounts stipulated in Section 01010 for each calendar day that expires after the time specified.

Contract Forms

- 4.3 CONTRACTOR further understands and hereby expressly agrees that in addition to liquidated damages specified in Article 4.2 above, to pay the OWNER the actual costs to OWNER for any inspector or inspectors necessarily employed by OWNER on the Work and the actual costs to OWNER for the ENGINEER's observation of construction and project representative services including all travel and subsistence expenses after the date specified for the project completion until the Work is completed and ready for final payment. Further, the CONTRACTOR agrees that the sums to be paid the OWNER may be deducted from the sum due the CONTRACTOR for work performed as provided in Section 90 of the General Provisions.

Article 5 – CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, Unit Prices submitted on October 6, 2022 and per Unit Bid Prices times the actual approved and accepted quantities with initial contract amount of \$1,532,283.00.

Article 6 – PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Section 90 of the General Provisions but in no case shall submit more than one (1) Application for Payment per month. Applications for Payment will be processed by ENGINEER as provided in the General Provisions.

- 6.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Application for Payment as recommended by the ENGINEER, within thirty (30) days after receipt of the CONTRACTOR's verified and approved Application for Payment. All progress payments will be on the basis of the progress of the Work based on the number of units completed as determined by the ENGINEER.

- 6.1.1 Progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Section 90 of the General Provisions.

95% of Work completed as determined by ENGINEER.

95% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 90-07 of the General Provisions).

- 6.1.2 With each application (excluding the first pay application) for payment, CONTRACTOR shall submit a certified report stating that each Subcontractor has been paid for 95% of the bid item quantities and/or any stored materials as approved for payment by the ENGINEER in all previous applications for payment.

- 6.1.3 With each application for payment, the CONTRACTOR shall submit an updated CPM schedule delineating activities completed and those remaining to be completed. Additionally, he needs to identify any logic changes made since submission of his first (baseline) CPM schedule. Detailed Bar Chart, Network Diagram and Standard Report for all activities are required and shall be submitted.

- 6.1.4 With each application for payment the Contractor shall submit the Certified Payroll Report for his organization as well as all of his Subcontractors. This Report must be current within 14 days of the requested Application for Payment.

Contract Forms

Final Payment. Upon final completion and acceptance of the Work in accordance with Section 50 of the General Provisions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in Paragraph 90-09 of the General Provisions.

Article 7 – CONTRACTOR'S REPRESENTATION

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 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 furnishing of the Work.
- 7.2 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies that pertain to the subsurface or physical conditions at or contiguous to the site or 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, including the General Provisions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 7.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, error or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR

Contract Forms

Article 8 – CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement (*Contract Forms*, inclusive).
- 8.2 Performance, Payment and other Bonds (*Contract Forms*, inclusive).
- 8.3 General Provisions, ~~and Supplementary Conditions~~.
- 8.4 Technical Specifications as listed in table of contents of the Project Manual.
- 8.5 Drawings, bearing the following general title: "Hammond Northshore Regional Airport: Replace MITL and Signage – TW A (**Partial**), **B, C, D, and E**".
- 8.6 Addendum Number 1 to 2 .
- 8.7 CONTRACTOR'S Bid (*Proposal Forms*, inclusive).

There are no Contract Documents other than those listed in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Section 40 of the General Provisions.

Article 9 – MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Section 10 of the General Provisions will have the meanings indicated in the General Provisions.
- 9.2 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 monies that may become due and monies 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.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Contract Forms

Article 10 – OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in five counterparts. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This agreement will be effective on _____.

OWNER

CONTRACTOR

City of Hammond

Ernest P. Breaux Electrical, LLC

By: _____

By: Michael A. Whaley

(Corporate Seal)

ATTEST: _____

ATTEST: Shanell Reed

Address for giving notices:

Address for giving notices:

Hammond Northshore Regional Airport
600 Judge Leon Ford Drive
Hammond, Louisiana 70401

Ernest P. Breaux Electrical, LLC
Attn: Michael Guy Whaley, President
P.O. Box 11640 New Iberia, LA 70565
(Mailing Address)
2812 Broken Arrow Rd, New Iberia, LA
70564 (Physical Address)