

SECTION 00 52 43

AGREEMENT FORM – UNIT PRICE

THIS AGREEMENT is by and between City of West Monroe
(hereinafter called OWNER) and Ouachita Electrical Contractors, LLC
(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

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

Construction of a new sewer lift station.

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:

Class Street Sewer Lift Station
West Monroe, Louisiana

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by:

Lazenby & Associates, Inc.
2000 North 7th Street
West Monroe, LA 71291

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 the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *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.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 20 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 30 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. CONTRACTOR 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 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties 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 \$240.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$240.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR 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 paragraph 5.01.A below:

A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit

Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the work completed, less the aggregate of payments previously made, less retainage as shown below, and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

- a. Retainage withheld shall be ten percent (10%) for contract amounts of less than five-hundred thousand dollars (\$500,000.00).
- b. Retainage withheld shall be five percent (5%) for contract amounts of five-hundred thousand dollars (\$500,000.00) or more.

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100 % of the Work completed, less retainage, and less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100 % of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

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

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR 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.

G. CONTRACTOR has correlated the information known to CONTRACTOR, 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.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. 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 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive);
2. Performance Bond (pages 1 to 4, inclusive);
3. Payment Bond (pages 1 to 4, inclusive);
4. General Conditions (pages 1 to 42, inclusive);
5. Supplementary Conditions (pages 1 to 11, inclusive);
6. Specifications as listed in the table of contents of the Project Manual;
7. Drawings consisting of a cover sheet and plan sheets, inclusive, with each sheet bearing the following general title: Class Street Sewer Lift Station
8. Addenda (numbers _____ to _____, inclusive);
9. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed (1 page);
 - b. CONTRACTOR's Bid (pages 1 to 4, inclusive);
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;

c. Change Order(s).

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

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

9.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract 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.

9.03 *Successors and Assigns*

A. 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 to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

A. 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 CONTRACTOR, 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 CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 2024 (which is the Effective Date of the Agreement).

OWNER:

City of West Monroe _____

By: _____
Staci Albritton Mitchell, Mayor

[CORPORATE SEAL]

Attest _____

Address for giving notices:

2305 North 7th Street

West Monroe, Louisiana 71291

(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 OWNER-CONTRACTOR Agreement.)

Designated Representative:

Name: Staci Albritton Mitchell

Title: Mayor

Address: 2305 North 7th Street

West Monroe, Louisiana 71291

Phone: (318) 396-2600

Facsimile: _____

CONTRACTOR:

By: _____

[CORPORATE SEAL]

Attest _____

Address for giving notices:

License No. _____
(Where applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)
Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

END OF DOCUMENT

SECTION 00 41 43

BID FORM – UNIT PRICE

PROJECT IDENTIFICATION: Class Street Sewer Lift Station
City of West Monroe
Ouachita Parish, Louisiana
L&A, Inc. Project No. 24E068.00

NAME AND ADDRESS OF BIDDER: Ouachita Electrical Contractors, LLC
122 Watson St.
West Monroe, LA 71292

THIS BID IS SUBMITTED TO: City of West Monroe
2305 North 7th Street
West Monroe, LA 71291

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u># 1</u>	<u>11-14-24</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder 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. Bidder 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.

BASE BID

Item No.	Description	Quantity	Unit	Unit Price	Extension
1	Mobilization	100%	Lump Sum	<u>4500</u> Dollars <u>0</u> Cents	\$ 4500.00
2	Simplex Grinder Pump Station	100%	Lump Sum	<u>12,000</u> Dollars <u>0</u> Cents	\$ 12,000.00
3	1.25" Schedule 80 PVC Force Main (Open Cut)	14	Linear Feet	<u>12</u> Dollars <u>0</u> Cents	\$ 168.00
4	1.25" Schedule 80 PVC Force Main (Directional Bore)	9	Linear Feet	<u>100</u> Dollars <u>0</u> Cents	\$ 900.00
5	Tie Services & Force Main to Receiving Structures	100%	Lump Sum	<u>19,950</u> Dollars <u>50</u> Cents	\$ 19,950.50
6	Temporary Signs & Barricades	100%	Lump Sum	<u>125</u> Dollars <u>0</u> Cents	\$ 125.00
7	Final Clean-Up and Erosion Control	100%	Lump Sum	<u>500</u> Dollars <u>0</u> Cents	\$ 500.00

TOTAL OF BASE BID = \$ 38,749.50

Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

6.01 Bidder agrees that the Work will be substantially complete within 20 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within 30 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on Nov 20th, 2024.

State Contractor License No. 48128

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: Quachita Electrical Contractors (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): LLC

By: M.J. Redmond
(Signature -- attach evidence of authority to sign)

Name (typed or printed): M.J. Redmond

Title: Owner

Attest _____ (CORPORATE SEAL)
(Signature of Corporate Secretary)

Business address: 124 Wesson St

Phone No.: 318-323-2525 FAX No.: _____

Date of Qualification to do business is _____

END OF SECTION

Resolution by the Members

for

OUACHITA ELECTRICAL CONTRACTOR, LLC

We, the undersigned, the members of this limited liability company, consent and agree that the following company resolution was made on the 1 day of JANUARY 2022, at the following location:

122 WASSAN STREET
WEST MONROE, LA 71292

We do hereby consent to the adoption of the following as if it was adopted at a specially called meeting of the members for this Company. In accordance with State laws and the Operating Agreement of this Company, the members decided unanimously that:

MAURICE J. REDMOND HAS FULL AUTHORITY TO SIGN CONTRACTS ON BEHALF OF
OUACHITA ELECTRICAL CONTRACTOR, LLC.

Now, therefore, it is resolved, that the Company shall:

OUACHITA ELECTRICAL CONTRACTOR, LLC'S CONTRACTS WILL BE AUTORIZED AND SIGNED
BY MAURICE J. REDMOND (MANAGING MEMBER).

The members of this Company are authorized to perform the acts to carry out this Resolution.

[signatures on the following page]

We, the undersigned members of this limited liability company, **unanimously consent and agree** to all of the above on this 1 day of JANUARY 2022.

Maurice J. Redmond
Member Signature

MAURICE J. REDMOND
Printed Name

1-1-22
Date

Maurice J. Redmond Jr.
Member Signature

MAURICE J. REDMOND, JR.
Printed Name

1/1/22
Date

Jennifer McLeod
Member Signature

JENNIFER MCLEOD
Printed Name

1/1/22
Date

Shannon Redmond
Member Signature

SHANNON REDMOND
Printed Name

1/1/22
Date

BID TABULATION
Class Street Sewer Lift Station
City of West Monroe
L & A PROJECT NO. 24E068.00
November 20, 2024

ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	Ouachita Electrical Contractors, LLC		Jabar Corporation		Engineer's Estimate	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Mobilization	Lump Sum	100%	\$4,500.00	\$4,500.00	\$8,141.70	\$8,141.70	\$4,000.00	\$4,000.00
2	Simplex Grinder Pump Station	Lump Sum	100%	\$12,600.00	\$12,600.00	\$29,949.40	\$29,949.40	\$17,000.00	\$17,000.00
3	1.25" Schedule 80 PVC Force Main (Open Cut)	Linear Feet	14	\$12.00	\$168.00	\$334.60	\$4,684.40	\$100.00	\$1,400.00
4	1.25" Schedule 80 PVC Force Main (Directional Bore)	Linear Feet	9	\$100.00	\$900.00	\$334.60	\$3,011.40	\$200.00	\$1,800.00
5	Tie Services & Force Main to Receiving Structures	Lump Sum	100%	\$19,956.50	\$19,956.50	\$6,557.00	\$6,557.00	\$11,800.00	\$11,800.00
6	Temporary Signs & Barricades	Lump Sum	100%	\$125.00	\$125.00	\$2,545.40	\$2,545.40	\$2,500.00	\$2,500.00
7	Final Clean-Up and Erosion Control	Lump Sum	100%	\$500.00	\$500.00	\$5,670.00	\$5,670.00	\$1,500.00	\$1,500.00
Actual Total Base Bid:				\$38,749.50		\$60,559.30		\$40,000.00	
Total Base Bid Tendered:				\$38,749.50		\$60,559.30		N/A	

EVALUATED AND CERTIFIED CORRECT BY:

Joshua D. Hays

Joshua D. Hays, P.E., M.S.C.E.
November 20, 2024

