



CONTRACT BETWEEN OWNER AND CONTRACTOR

This agreement entered into this _____ day of April, 2022, by D & L of Ouachita, Inc. hereinafter called the "Contractor", whose business address is 1310 Highway 80 East, Calhoun, Louisiana 71225 and City of West Monroe, herein represented by the contracting officer executing this contract, hereinafter called the "Owner".

Witnesseth that the Contractor and the Owner, in consideration of premises and the mutual covenants; consideration and agreement herein contained, agree as follows:

Statement of Work: The 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:

Project Name:	Mariana Relocation Riverfront Park
Project Location:	Riverfront Street, West Monroe, Louisiana 71291
Project No.:	DLB No. 210903

in strict accordance with Contract Documents prepared by:

Designer:	David Lane Beaird & Associates
Designer Address:	105 Commercial Parkway, West Monroe, Louisiana 71292

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 February 16, 2022 Addenda Number(s) 1, the Instruction to Bidders, Bid Form, General Conditions, Supplementary Conditions, 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.

Time for Completion: The work shall be commenced on a date to be specified in a written order of the Owner and shall be completed within 60 consecutive calendar days from and after the said date.

Liquidated Damages: Contractor shall be assessed Liquidated Damages in the amount of Two Hundred Fifty Dollars (\$250.00) per day for each consecutive calendar day which work is not complete beginning with the first day beyond the completion time.

Compensation to be paid to the Contractor: The Owner will pay and the Contractor will

accept in full consideration for the performance of the contract the sum of Two Hundred Forty Two Thousand Dollars (\$242,000.00) which sum represents the payment for a complete and ready for use project as shown on the plans and as specified in the specifications.

Provided, that any alterations which may be made in the terms of the contract or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the contract, or any other forbearance on the part of either the Owner or the Contractor to the other shall not in any way release the Contractor from their liability hereunder, notice to the Surety of any such alterations, extensions or other forbearance being hereby waived.

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, sex, religion, national origin, genetic information, age or disabilities. Any act of discrimination committed by Contractor or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

In Witness whereof, the parties hereto on the day and year first above written have executed this agreement in four (4) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

City of West Monroe

WITNESSES:

BY:

Mayor – Staci Mitchell
City of West Monroe, Louisiana

BY:

Damon Mayfield, D & L of Ouachita, Inc.