

CONTRACT FORM

FOR

**“NEW SIDEWALKS & DRAINAGE
PUBLIC STREET (between 8th & 10th St.)”**

CITY OF SLIDELL, LOUISIANA

SLIDELL JOB NO. 5000-31

THIS AGREEMENT, made this _____ day of _____, 2012 at the City of Slidell, Parish of St. Tammany, State of Louisiana by and between the Mayor and City Council of the **City of Slidell**, Parish of St. Tammany, State of Louisiana, hereinafter called "Owner" and _____ hereinafter called the "Contractor."

WITNESSETH THAT, the Owner and Contractor do mutually agree as follows:

HOLD HARMLESS, DEFEND AND INDEMNIFICATION AGREEMENT

_____(Other Party) agrees to save and hold harmless, protect, defend, and indemnify the City of Slidell, Louisiana, its officers, agents, employees and volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of _____(Other Party), its agents, servants and employees, or any and all costs, expenses and/or attorney fees incurred by City of Slidell as a result of any claim, demands, and/or causes of action, except those claims, demands, and/or causes of action arising out of the negligence of the City of Slidell, Louisiana, its agents, representatives, employees and volunteers. _____(Other Party) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim, demand or suit is groundless, false or fraudulent.

- I. In consideration of the price for the work herein specified in the quote to be paid by the Owner to the Contractor, the Contractor does hereby agree to construct complete in every detail as follows:

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in compliance with the Advertisement of Quotes, Proposal Form, Contract, Performance Bond, General Conditions, Specifications, Plans, and such Addenda thereto as may be issued prior to execution of this Contract, all in a thorough and workmanlike manner.

2. This price shall include the cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, transportation, and other accessories and services necessary to complete this project.
3. The Contractor shall commence work under this Contract within **ten (10) days** from the date of the written "Order to Proceed" issued by the Owner. The Contractor shall complete all work under the Contract within **120 calendar days** from the date of the "Order to Proceed." The Owner has determined, and the Contractor agrees, that the liquidated damages for a delay in completion of this Contract will be **One Hundred Fifty Dollars (\$150.00)** per calendar day in excess of the stated time of completion.
4. That upon satisfactory completion of the work and approval by the Engineer, the Owner will issue a written acceptance of the work to the Contractor.
5. The Owner agrees to pay the Contractor for the performance of the Contract

\$_____.

6. Owner and Contractor specifically agree and declare that Owner shall be deemed and considered the statutory employer of Contractor's employees.
7. Contractor agrees to comply with the following Federally Funded project requirements:

DAVIS-BACON ACT

Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

LOBBYING

The Contractor shall comply with the provisions of 31 U.S.C. 1352 regarding lobbying.

PATENTS

Grantee and Subgrantee assures that if any grant or subgrant produces patents, patent rights. Processes or inventions, a report shall be made to the appropriate agency from which a determination will be made as to whether protection of such invention or discovery is necessary in accordance with President's Memorandum of August 23, 1971 (36 P.R. 16889).

REMEDIES

Louisiana law provides for legal remedies and appropriate sanctions and penalties in instances where the Contractor is in violation of or breaches the contract terms.

REPORTS

The Contractor shall submit, at such times and in such form as may be prescribed, such reports as Grantor may require, including monthly or quarterly progress reports, quarterly program income reports, and final fiscal reports and annual performance reports.

RETENTION OF ALL RECORDS

The Contractor is required to retain all records for three (3) years after grantees or subgrantees make final payments and all other pending matters are closed.

TERMINATION FOR CAUSE

This Contract may be terminated for cause based upon failure of Contractor to comply with the terms

and/or conditions of the Contract provided that the City shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, Contractor shall not have either corrected such failure or, in the case the failure cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the City may, at its option, place Contractor in default and the Contract shall terminate on the date specified in the notice. Contractor may exercise any rights available to in under Louisiana law to terminate for cause upon the failure of the City to comply with the term and/or conditions of this Contract provided that Contractor shall give the City written notice specifying the City's failure and a reasonable opportunity for the City to remedy the failure.

TERMINATION FOR CONVENIENCE

This Contract may be terminated at any time for the convenience of the City. If this clause is executed, the City shall pay Contractor for all work completed through the termination date, as well as any demobilization costs that are a part of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in **THREE (3)** original counterparts on the day and year first hereinabove written.

WITNESSES:

Contractor

Signature

Title

WITNESSES:

CITY OF SLIDELL
Owner

Signature

MAYOR
Title