

CONTRACT FORM

FOR

**“CDBG PHASE U – 5000-23 SIDEWALK & DRAINAGE IMPROVEMENTS PROJECT
DIVISION A/LINCOLN PARK AREA”**

CITY OF SLIDELL, LOUISIANA

SLIDELL JOB NO. 5000-23

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 _____ (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.

1. 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. Federal regulations apply to all City of Slidell contracts using Federal funds as a source for the solicitation of goods and services. Contractor must comply with the following Federal requirement as applicable:

ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the Grantee, Subgrantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, excerpts and transcriptions.

CLEAN AIR AND WATER ACTS

The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by Grantees and Subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

COPELAND ANTI-KICKBACK ACT

The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair).

COPYRIGHTS

The Grantee and Subgrantee is free to copyright original work developed in the course of or under the agreement. The Grantor reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of Grantor financial support, by grant number, and a statement that the publication does not constitute an endorsement by Grantor or reflect Grantor's views.

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).

DISADVANTAGE BUSINESS ENTERPRISES (DBE) CONTRACTORS

The Contractor agrees to ensure that Disadvantage Business Enterprises as defined in 49 CFR, Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Federal assisted contracts.

ENERGY POLICY AND CONSERVATION ACT

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by Grantees and their Contractors or Subgrantees).

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.

REPORTING

Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payments (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report.

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 part of this Contract.

DISBARMENT

The Contractor certifies that it is not debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".

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

Title