

SECTION IIA - AGREEMENT

SAMPLE

**AGREEMENT BETWEEN
ST. TAMMANY PARISH SCHOOL BOARD
AND**

**STATE OF LOUISIANA
PARISH OF ST. TAMMANY
CITY OF COVINGTON**

AN AGREEMENT made and entered into this ____ day of _____, 2____, by and between:

ST. TAMMANY PARISH SCHOOL BOARD, located at 321 N. Theard, Covington, LA 70433 herein represented by _____, its **Superintendent** and _____, its **President**, duly authorized, hereinafter called "Owner", and

_____, located at _____, a corporation organized and created under the laws of the State of _____, herein represented by _____, its _____, duly authorized by a resolution of the Board of Directors of said corporation, adopted at a meeting held on _____, a certified copy of which is annexed hereto for reference, hereinafter called "Contractor."

The said Contractor, has agreed, and does by these presents agree, for the consideration mentioned and contained herein, to furnish all labor and materials, tools, equipment, supplies, utilities, charged fees, permits and all other construction accessories and services required to build, construct and complete in a thorough and workmanlike manner: _____, in strict accordance with the Contract Documents prepared by _____ for St. Tammany Parish School Board.

The Owner will pay and the Contractor will accept in full consideration for the performance of the contract, the sum of DOLLARS (\$_____), which sum includes all taxes and represents the Base Bid plus Alternates ____ and subject to additions and deductions as provided in the Contract Documents.

The said Contract Documents, including by way of example and not of limitation, the Drawings, dated _____, the Specifications, dated _____, the Advertisement for Bids, Instructions to Bidders, Contractor's Bid Proposal Form, General Conditions, Supplementary Conditions, Special Conditions, Addenda number __, dated _____, which impose duties and obligations upon appearers herein. All of the provisions contained in the aforementioned Contract Documents, and as further set forth below are contained herein by reference with the same force and effect as though said Contract Documents were herein set out in full. An enumeration of the Contract Documents is as follows:

Contractor agrees to complete fully all work included in this Agreement within _____(____) consecutive calendar days from the date of Notice to Proceed as issued by the Architect, subject to adjustments of the Contract Time as provided in the Contract Documents. Contractor shall be assessed Liquidated Damages, in the sum of _____ Dollars (\$_____) for each consecutive calendar day which the Work is not complete beginning with the first day beyond the completion time stated above. Said sum shall in no event be construed to be a penalty; but only as damages fixed and agreed upon in advance.

Contractor agrees to do and perform each and every one of the obligations contained in and, in conformity with, the said Contract Documents.

In accordance with Louisiana Revised Statute 23:1061(A), the parties hereby agree that Owner is entitled to and does hereby adopt a statutory employment relationship with any person(s) employed by or under Contractor, including but not limited to all subcontractor or materialmen or supplier employees. Contractor and Owner do hereby acknowledge

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that the work performed by Contractor is an integral part of or essential to the ability of Owner to carry out its constitutional and statutory duties to provide educational services. Contractor agrees to provide workers compensation insurance coverage as provided for in the Contract Documents and Supplementary Conditions and holds Owner harmless and indemnifies Owner in the event of any workers= compensation claim is asserted against Owner for any persons defined herein.

In consideration of the faithful and complete performance by the Contractor of all and singular the obligations by Contractor herein assumed, the ST. TAMMANY PARISH SCHOOL BOARD hereby agrees to pay unto the said Contractor, its successors, legal representatives and assigns, at the times and in the manner set forth in the specifications above referred to, the price for the work to be done under this contract, in accordance with the proposal of said Contractor, duly accepted by Owner.

Contractor by signing this contract consents and yields to the exclusive venue and jurisdiction of the Twenty-Second District Court for the Parish of St. Tammany, State of Louisiana, and does formally waive any and all claims of entitlement to removal of any case from this jurisdiction, including any removal of any claim to any Federal Court. Contractor waives any claim of lack of jurisdiction, on account of its residence elsewhere, in the event of a law suit filed under this contract or the bonds furnished for and on behalf of the Contractor at the time of the execution of this Agreement.

Contractor has separately furnished a performance bond and a labor and materials payment bond issued by _____, this date to the Owner which bonds are furnished in accordance with the requirements of the Contract Documents and for recording in the Office of the Recorder of Mortgages in the Parish of St. Tammany.

THIS AGREEMENT is entered into as of the date first written above and is executed in at least five originals.

WITNESSES

WITNESSES

ST. TAMMANY PARISH SCHOOL BOARD

By: _____
(NAME)
Superintendent

By: _____
(NAME)
President

(CONTRACTOR)

By: _____
(NAME)
(Title)

12/10/15