

# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Hammond Board of Public Works** (“Owner”) and **[name of contracting entity]** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby 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 necessary infrastructure for site preparation for 37 single-family lots, eight duplex lots, and one commercial lot to include the grading, storm sewer, sanitary sewer, streets, sidewalks, and dry utilities

## ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: development of 37 single-family lots, eight duplex lots, and one commercial lot.

## ARTICLE 3—ENGINEER

3.01 The Owner has retained **American Structurepoint, Inc.** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

## ARTICLE 4—CONTRACT TIMES

4.01 *Time is 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 *Contract Times: Dates*

A. The Work will be substantially complete on or before **September 1, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **October 1, 2025**.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. 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):

1. *Substantial Completion:* Contractor shall pay Owner \$1,500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,500 for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

**ARTICLE 5—CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

<b>OVERALL BID (SUMMARY OF ALL SECTIONS)</b>		
<b>Item No</b>	<b>Description</b>	<b>Extended Price</b>
1	DEMOLITION	
2	EARTHWORK	
3	PAVEMENT	
4	LIGHTING/SIGNAGE	
5	STORM SEWER	
6	SANITARY SEWER	
7	WATER	
8	EROSION CONTROL	
9	LANDSCAPE	
Total of Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)		

DEMOLITION BID FORM (C100)					
Item No	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	CLEARING	LS	1		
2	STORM GRATE REPLACE	EA	1		
3	STORM/COMBO STR. REPLACED W/ FLAT GRATE	EA	2		
4	STORM/COMBO STR. REMOVED	EA	8		
5	TREES/BRUSH REMOVED	LS	4	SEE ITEM 4	SEE ITEM 4
6	LIGHT POLE REMOVED	EA	8		
7	UTILITY POLE REMOVED	EA	1		
8	FENCE REMOVED	LF	2,762		
9	BASKETBALL HOOP REMOVED	EA	4		
10	SWINGSET/PLAYGROUND EQUIPMENT REMOVED	EA	3		
11	WATER FOUNTAIN REMOVED	EA	1		
12	WOODEN STAIRS REMOVED	EA	1		
13	BUILDING & FOUNDATION REMOVED	SF	1,100		
14	ELECTRIC METER REMOVED	EA	1		
15	SIGN REMOVED	EA	1		
16	SAWCUT	LF	378		
17	CURB REMOVED	LF	400		
18	ASPHALT PAVEMENT REMOVED	SY	3,613		
19	CONCRETE & BASE REMOVED	SF	1,511		
20	UTILITY TO BE REMOVED	LF	900		
21	GAURDRAIL BARRICADE REMOVED	EA	1		
22	UTILITY POLE TO BE RELOCATED	EA	1		
23	LIGHT POLE TO BE RELOCATED	EA	3		
24					
25					
26					
27					
Total of Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)			<b>DEMOLITION SUBTOTAL</b>		

EARTHWORK BID FORM (C200)					
Item No	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	CLEARING & GRUBBING	AC	13.41	SEE DEMO	SEE DEMO
2	TOPSOIL STRIPPING	CY	7,211		
3	SUITABLE CUT	CY	8,316		
4	STRUCTURAL FILL	CY	23,300		
5	RESREAD)	CY	3,800		
6	BACKFILL CURBS	LF	4,485		
7	MOBILIZATION & DEMOBILIZATION	LS	1		
8	DEWATERING ALLOWANCE	LS	1	\$200,000.00	\$200,000.00
9	(3) 4" SCHEDULE 40 PVC CONDUITS	LF	354		
10					
11					
12					
13					
Total of Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)			<b>EARTHWORK SUBTOTAL</b>		

PAVEMENT BID FORM (C200, C300-C302, C600-C601, C700)					
Item No	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	1.5" HMA SURFACE	SY	6,976		
2	TACK COAT	SY	6,976		
3	3" HMA BASE	SY	6,976		
4	12" #53 COMPACT AGGREGATE	SY	6,976		
5	CONCRETE ROLL CURB & GUTTER	LF	4,485		
6	CONCRETE SIDEWALK	SY	1,195		
7	FULL DEPTH PAVEMENT REPLACEMENT	SY	81		
8	SUBGRADE STABILIZATION ALLOWANCE	LS	1	\$160,000.00	\$ 160,000.00
9	MAINTENANCE OF TRAFFIC	LS	1		
10					
11					
12					
13					
Total of Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)			<b>PAVEMENT SUBTOTAL</b>		

LIGHTING/SIGNAGE BID FORM (C210)					
Item No	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	STOP SIGNS	EA	5		
2	STREET SIGNS	EA	4		
3	LIGHT POLES	EA	14		
4	LIGHTING SERVICE POINT	EA	1		
5	LIGHTING 2" PVC CONDUIT	LF	2,287		
6	LIGHTING COPPER CABLE	LF	2,287		
7	LIGHTING HANDHOLES	EA	6		
7	END OF ROAD BARRICADE SIGNS	EA	3		
8					
9					
10					
11					
12					
Total of Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)			<b>LIGHTING/SIGNAGE SUBTOTAL</b>		

STORM SEWER BID FORM (C400-C405, C415, C420, C610)					
Item No	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	OUTLET STRUCTURE	EA	1		
2	STANDARD MANHOLE	EA	13		
3	CURB INLET	EA	17		
4	12" RCP	LF	283		
5	15" RCP	LF	687		
6	18" RCP	LF	772		
7	21" RCP	LF	168		
8	24" RCP	LF	274		
9	12" END SECTION	EA	2		
10	15" END SECTION	EA	4		
11	18" END SECTION	EA	4		
12	21" END SECTION	EA	1		
13	24" END SECTION	EA	3		
14	GRANULAR BACKFILL	TONS	542		
15	STONE BEDDING	TONS	23		
16	6" DOUBLE-WALL PERF. SUBSURF. CURB UNDERDRAIN	LF	4,466		
17	SSD RISERS	EA	6		
18	<del>BMP STRUCTURE</del>	<del>LS</del>	<del>4</del>		
19	6" DOUBLE-WALL PERF. SUBSURF. SWALE UNDERDRAIN	LF	1,026		
20					
21					
Total of Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)			<b>STORM SEWER SUBTOTAL</b>		

SANITARY SEWER BID FORM (C410-C411, C415, C420, C630)					
Item No	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	SANITARY MANHOLES 6'-8'	EA	6		
2	10" PVC 6'-8'	LF	1,449		
3	6" PVC 6'-8'	LF	1,292		
4	10" X 6" WYES	EA	37		
5	STONE BEDDING	TONS	43		
6	GRANULAR BACKFILL	TONS	1,218		
7	CONNECT TO EXISTING MH	EA	2		
8	AIR & MANDREL TESTING	LF	1,449		
9					
10					
11					
12					
Total of Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)			<b>SANITARY SEWER SUBTOTAL</b>		

WATER MAIN BID FORM (C430, C620)					
Item No	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	8" CLASS 52 DUCTILE IRON	LF	2,486		
2	FIRE HYDRANT	EA	9		
3	8" VALVES	EA	12		
4	8"X8" TEES	EA	3		
5	8" 11.25 DEG. BEND	EA	7		
6	8" 22.50 DEG. BEND	EA	8		
7	8" 45 DEG. BEND	EA	2		
8	REDUCERS	EA	1		
9	MISCELLANEOUS FITTINGS	LS	1		
10	1" COPPER SERVICE	LF	365		
11	SERVICE TAPS	EA	22		
12	CONNECT TO EXISTING MAIN	EA	3		
13	<del>TAP EXISTING MAIN</del>	LS	1		
14	GRANULAR BACKFILL	TONS	79		
15	FLUSHING & TESTING	LF	2486		
16	EX. HYDRANT CONNECTION	EA	1		
17	DUAL SERVICE METER & PIT	EA	14		
18	SINGLE SERVICE METER & PIT	EA	6		
19					
20					
21					
22					
Total of Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)			<b>WATER MAIN SUBTOTAL</b>		

EROSION CONTROL BID FORM (C500, C510, C520-C522)					
Item No	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	INLET PROTECTION	EA	35		
2	SILT FENCE	LF	3,661		
3	PAD SEEDING & MULCHING	AC	2.53		
4	TEMP. SEEDING <del>FUTURE AREA</del>	SY	38,099		
5	PERM. SEEDING & MULCHING	SY	38,099		
6	BLANKET SEED AREAS, SWALES & PONDS	SY	4,450		
7	ROCK DONUT	EA	3		
8	OUTLET PROTECTION	EA	10		
9	CONSTRUCTION ENTRANCE	LS	1		
10	STAGING AREA	LS	1		
11	DUMPSTER	LS	1		
12	CONCRETE WASH OUT AREA	LS	1		
13	PORT-O-LET	LS	1		
14	NOI SIGN POSTING	EA	1		
15					
16					
17					
18					
Total of Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)			<b>EROSION CONTROL SUBTOTAL</b>		

LANDSCAPE BID FORM (L100)					
Item No	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	LANDSCAPING	LS	1		
2					
3					
4					
5					
Total of Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)			<b>LANDSCAPE SUBTOTAL</b>		

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

## ARTICLE 6—PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 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 the basis of Contractor's Applications for Payment on or about the **5th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in 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 elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
  - a. Five percent of the value of the Work completed (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

#### 6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

### **ARTICLE 7—CONTRACT DOCUMENTS**

#### 7.01 *Contents*

- A. The Contract Documents consist of all of the following:
  1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. General Conditions.
  4. Supplementary Conditions.
  5. Specifications as listed in the table of contents of the project manual (copy of list attached).
  6. Drawings (not attached but incorporated by reference) consisting of **34** sheets with each sheet bearing the following general title: **Memorial Park Redevelopment**.
  8. Addenda (numbers **[number]** to **[number]**, inclusive).
  9. Exhibits to this Agreement (enumerated as follows):
    - a. **Exhibit A—List of Hammond Licensed General and Sub Contractors**
    - b. **Exhibit B—Report of Geotechnical Engineering Exploration Proposed Memorial Park Residential Subdivision (August 11, 2023)**
    - c. **Exhibit C—Phase I Environmental Site Assessment (August 24, 2023)**

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.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 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no 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.
8. 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.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.



IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

Owner:

Contractor:

\_\_\_\_\_  
*(typed or printed name of organization)*

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address:

Address:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

*(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

License No.: \_\_\_\_\_  
*(where applicable)*

State: \_\_\_\_\_