

SECTION 00500 – AGREEMENT

THIS AGREEMENT, made this 23rd day of October 2012 by and between the Sumter County Board of County Commissioners, hereinafter called the “OWNER”, and Rainey Construction Company, doing business as a corporation, hereinafter called “CONTRACTOR”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

ARTICLE 1. The CONTRACTOR will commence and complete the construction of CR 529A RESURFACING PROJECT.

ARTICLE 2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

ARTICLE 3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within fourteen (14) calendar days after the date of the NOTICE TO PROCEED and will complete the same within seventy-five (75) consecutive calendar days from the date of the Notice to Proceed. The CONTRACTOR further agrees to pay as liquidated damages the sum of One-Thousand and 00/100 Dollars (\$1,000.00) per consecutive calendar day beyond the date of completion.

ARTICLE 4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of Four hundred seventy nine thousand and five hundred fifty nine and 50/100 DOLLARS (\$479,559.50)

ARTICLE 5. The term “CONTRACT DOCUMENTS” means and includes the following:

- Certification Page
- List of Drawings
- Invitation to Bid
- Instructions to Bidder
- Bid Form
- Public Entity Crimes Statement
- Drug Free Workplace Form
- Agreement
- Application for Payment
- E-Verify Certification Form
- Hold Harmless Agreement
- Performance and Payment Bond per Florida Statute
- Minimum Insurance Requirements
- Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition)
- Supplemental Conditions
- Special Provisions
- Material and Equipment
- Contract Closeout
- Specification 02511
- Bid Bond per Florida Statute

DRAWINGS: As prepared by Sumter County Public Works (See Section 00004 – List of Drawings).

ARTICLE 6. The OWNER will pay to the CONTRACTOR, in the manner and at such times as set forth in the General Conditions, such amounts as required by the CONTRACT DOCUMENTS less a 10% retainage or payable upon final inspection. All payments by the OWNER shall be made in lawful monies of the United States to: Rainey Construction Company .

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS. To induce OWNER to enter into this Agreement CONTRACTOR makes the following representation.

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 5) and the other related data identified in the Bidding Documents including "technical data".
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of Work or which related to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 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.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.8 Conflicts within the contract documents shall be brought to the attention of the ENGINEER and resolution shall be at the discretion of and at no cost to the OWNER.

7.9 E-Verify: system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. The contractor agrees to certify to Sumter County (County) that they are in compliance with the federal E-Verify program; this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file by the general contractor and made available to the state and/or the County upon request. The Sumter County Board of County Commissioners reserves the right to take action against any contractor deemed to be non-compliant; potential actions may include, but are not limited to, cancellation of the contract and/or suspending or debaring the contractor from performing services for the County.

ARTICLE 8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) copies, each of which shall be deemed an original on the date first written above.

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

(SEAL)

Name: _____
(Please Print or Type)

Title: _____

ATTEST:

Name: _____
(Please Print or Type)

Title: _____

CONTRACTOR:

(SEAL)

By: _____

Name: _____
(Please Print or Type)

Notice of Award

TO: Rainey Construction Company
4477 East CR 462
Wildwood, FL 34785

PROJECT DESCRIPTION: ITB# 024-0-2012/AT Sumter County Shell Base Relocation

The COUNTY has considered the BID submitted by you for the above described WORK in response to its Advertisement for Proposals dated September 26, 2012.

You are hereby notified that your PROPOSAL has been accepted for items in the amount of (Four hundred seventy nine thousand and five hundred fifty nine) and 50/100 Dollars (\$479,559.50) which include the following:

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within fourteen (14) calendar days from the date of this Notice.

If you fail to execute said Agreement and to furnish said BONDS within 14 days from the date of this Notice, said COUNTY will be entitled to consider all your rights arising out of the COUNTY'S acceptance of your PROPOSAL as abandoned and as a forfeiture of your BID BOND. The COUNTY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the COUNTY.

Dated this 23rd day of October, 2012;

Sumter County Board of County Commissioners

By:

Chairman

Title

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

CONTRACTOR

Dated this _____ day of _____, 20__;

By:

Company: