

**Document 00500 - Agreement**

**THIS AGREEMENT**, made this 8th day of November 2011 by and between the Sumter County Board of County Commissioners, whose address is 7375 Powell Road, Wildwood, FL 34785, hereinafter called the "OWNER", and C.W. Roberts Contracting, Inc., whose address is 3372 Capital Circle NE, Tallahassee, FL 32308, 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 **CR673**.

**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 ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within 112 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR further agrees to pay as liquidated damages the sum of Five Hundred Dollars and 00/100 Dollars (\$500.00) per 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 Five hundred thirty-one thousand three hundred sixty-three dollars and 00/100 DOLLARS (\$531,363.00)

**ARTICLE 5.** The term "CONTRACT DOCUMENTS" means and includes the following:

- |                                    |                                       |
|------------------------------------|---------------------------------------|
| List of Drawings                   | Notice to Proceed                     |
| Advertisement for Bids             | Work Change Directive                 |
| Information for Bidders            | Change Order                          |
| Bid Form                           | Performance Bond                      |
| Bid Bond                           | Payment Bond                          |
| Bid Schedule                       | Application for Payment               |
| Major Subcontractors and Suppliers | Final Release of Lien                 |
| Public Entity Crimes               | Certificate of Insurance              |
| Trench Safety Act                  | Certificate of Substantial Completion |
| Notice of Award                    | Standard General Conditions           |
| Agreement                          | Supplemental Conditions               |
|                                    | Technical Specifications              |

DRAWINGS: As prepared by AMEC-BCI Engineers & Scientists, Inc. (See Document 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 the: Sumter County Board of County Commissioners.

**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 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.

**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

(SEAL)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Name: \_\_\_\_\_

(Please Type)

Title: \_\_\_\_\_

CONTRACTOR:

By: \_\_\_\_\_

(SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Name: \_\_\_\_\_

(Please Type)

Title: \_\_\_\_\_