

AGREEMENT No 2019-12

SECTION 00 52 13 – CONTRACT/AGREEMENT BETWEEN OWNER AND CONTRACTOR

PART 1 - GENERAL

1.1 SUMMARY

A. Document Includes:

1. Contract/Agreement Between Owner and Contractor.

B. Related Documents:

1. 00 21 13 – Instructions to Bidders
2. 00 22 13 – Supplementary Instructions to Bidders.
3. 00 72 13 - General Conditions
4. 00 73 13 - Supplementary General Conditions

1.2 CONTRACT/AGREEMENT BETWEEN OWNER AND CONTRATOR

A. THIS CONTRACT/AGREEMENT, is made as of the 26th day of September in the year of Two Thousand and Nineteen (2019) by and between:

1. The CONTRACTOR: River City Construction, LLC
1509 North Main Street
Benton, IL 62812

- a. Hereinafter and in the Contract Documents identified as the "Contractor";
and,

2. The OWNER: The Franklin County Board
Franklin County
901 Public Square
Benton, IL 62812

- a. Hereinafter and in the Contract Documents identified as the "Owner".

B. WITNESSETH: that the Contractor and Owner, for the consideration hereinafter named, agree as follows:

C. SCOPE OF WORK:

1. The Contractor agrees to furnish all labor, materials, equipment, transportation, and other facilities necessary to perform all Work required by the Contract Documents, for the project entitled CAMPBELL BUILDING RENOVATION, FRANKLIN COUNTY BOARD, 901 PUBLIC SQUARE, BENTON, IL 62812; KAC 19002, as shown in the Drawings and Specifications prepared by the Architect.
2. The Contractor agrees to re-execute any work which does not conform to the drawings and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period identified in the Construction Documents after completion of the work.

D. ARCHITECT

1. The Project has been designed and prepared by KELLY Architecture & Consulting, LLC 11305 Fox Hunters Road, Mulkeytown, IL 62865 and who acts as the Owner's representative and have the rights and authority assigned to the Architect in the Contract Documents, the Owner/Architect Agreement, and this Contract in connection with the completion of the Work.

E. CONTRACT DOCUMENTS

1. The Contract Documents include and are identified as the Contract/Agreement Between Owner and Contractor, Contractor's Bid as accepted by the Owner, Conditions of the Contract (General Conditions, Supplementary General Conditions, Instructions to Bidders, Supplementary Instructions to Bidders, and other Conditions), Drawings, Specifications, and all addenda issued prior to and all modifications issued after execution of the Contract Agreement.

F. TIME OF COMENCEMENT AND SUBSTANTIAL COMPLETION

1. Work performed under this Contract shall be commenced on date stipulated in the written notice to proceed and, subject to authorized adjustments, Substantial Completion shall be achieved no later than DECEMBER 20, 2019 and a Completed no later than DECEMBER 31, 2019.

G. CONTRACT SUM

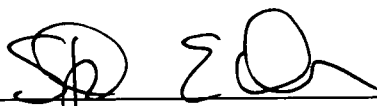
1. The Owner shall pay the Contractor for performance of the Work, subject to additions and/or deductions by Change Order or damages as provided in the contract documents the sum of One Million Four Hundred Fifteen Thousand and NO/100 Dollars (\$1,415,00.00).
 - a. The Contract Sum has been determined by Owners acceptance of the base bid plus bid alternates from the Contractor's Bid Form dated 09/20/2019. A list of alternates accepted and declined by the Owner shall be attached to this document if applicable. (No alternates were bid with this project and are not applicable to this project.)
 - b. The following unit prices will be used as specified and determined from the Contractor's Bid Form dated 09/20/2019. A list of unit prices shall be attached to this document if applicable. (No unit prices were bid with this project and are not applicable to this project.)
 - c. The Contractor and all subcontractors at any tier or level shall, as a minimum, pay the standard prevailing rate of wages schedule (including per diem, fringe benefits for health, welfare, and pension contributions and travel allowance) in effect and as applicable to the district in which the Work is being performed.
 - d. The Contractor shall absorb all cost increases, without addition to the Contract Sum, except when provided for in the Contract Documents, for any increase in wage rates, cost of materials and/or equipment, any other of the Contractor's costs or should the Contractor be compelled to pay premium wages, or for overtime work, during the life of this Contract and/or prior to the completion of the Contractor's work under this Contract.

H. TERMS OF PAYMENTS

1. Payments: The Owner shall make payments for the work performed under the Contract as provided in Article Nine of the General Conditions and in accordance with other applicable articles of the Supplementary Conditions and the Contract Documents.

- I. IN WITNESS WHEREOF: The Owner and Contractor have executed this Agreement by signature of officers and or representatives duly authorized to do so and will be effective as of the day and year identified above.

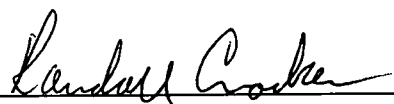
CONTRACTOR:


signature

Stephen E. Dorsett
written name

V.P. Operations
title

OWNER:


signature

Randall Crocker
written name

County Board Chairman
title

END OF SECTION 00 52 13