RECEIVED

NOV 3 2014

Solano County
Division of
Architectural Services

SECTION 00 52 00 AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGREEMENT

made as of the 25th day of November in the year of Two Thousand and Fourteen between the COUNTY OF SOLANO, a political subdivision of the State of California, (referred to as 'Owner')
and the Contractor: **Abide Builders Inc.**

the Project: **1793 – CENTER FOR POSITIVE CHANGE MODIFICATIONS**
Architect: **Kitchell, CEM – Sacramento, CA**

The Owner and the Contractor agree as set forth below.

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract documents consist of this Agreement, the General Conditions and those documents enumerated in Sub-paragraph 1.1.1 of the General Conditions, which documents are incorporated into and made a part of this Agreement

ARTICLE 2
THE WORK

The Contractor shall perform all the Work required by the Contract Documents for
1793 – CENTER FOR POSITIVE CHANGE MODIFICATIONS, Fairfield, CA

ARTICLE 3
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall commence no later than five (5) calendar days after the Notice to Proceed is issued to the Contractor, and shall be carried out and completed according to the schedule set forth in Document 00 73 00/ Supplementary Conditions, and Section 00 11 00/ Notice To Bidders.

The Contractor agrees that the Work will be completed in 140 calendar days from the Notice to Proceed. The Contractor agrees that the County will suffer economic damages, which may be difficult to quantify, in the event that the Work is not completed within this time period and therefore, Contractor agrees to pay the County liquidated damages in the amount outlined in Document 00 73 00/ Supplementary Conditions, Article 1.4, Liquidated Damages for each and every calendar day of delay beyond the 140 calendar days provided above.

ARTICLE 4
CONTRACT SUM

The County shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order or as otherwise provided in the Contract Documents, the Sum of the Base Bid of **Two Hundred and Forty-Five Thousand, Two Hundred and Fifty-Five Dollars And No Cents** ($) for a total Contract Sum of **Two Hundred and Forty-Five Thousand, Two Hundred and Fifty-Five Dollars And No Cents** **($245,255).**

ARTICLE 5
PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Project Manager by the Contractor and Project Certificates for Payment issued by the Project Manager, the County shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents as follows:

> Progress Payments: The Contractor shall on or before the first day of each month, make an estimate of the work performed during the preceding month and submit same to the Project Manager for checking and approval. On or about the 20th day of the month following the month in which the work was performed, the County shall pay to the Contractor ninety five (95%) percent of the value of said work in place, as checked and approved by the Project Manager. The balance of five (5%) percent of the estimate shall be retained by the County until the time of final acceptance of said work.

The remaining retention would be held until 35 days after the Notice of Completion is filed with the Solano County Recorder's Office if the following requirements have been met:

1. The Contractor shall be seventy-five (75%) percent complete with the Work, not including stored materials.

2. The Work shall be on schedule.

3. The Contractor shall be maintaining a good practice of schedule and quality control as determined by the Project Manager.

4. Proof of payment to all sub-contractors shall be provided to the County in the form of unconditional lien release upon progress payment prior to the following application.

5. There are no claims, pending or anticipated.

6. County is satisfied with Contractor's performance and with the Work completed up to, and including, the time of request for reduction in retention.

ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor when the Work has been completed, the Contract fully performed, the Project Manager has issued a Project Certificate for Payment which approves the final payment due the Contractor, Board of Supervisors of Solano County has formally accepted the project as complete by Resolution and Notice of Completion filed by the County Recorder's Office.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement, which are defined in the Document 00 72 00/ General Conditions of the Contract for Construction, shall have the meanings designated in those Conditions.

7.2 Notices shall be addressed as follow:

OWNER:
COUNTY OF SOLANO
Birgitta Corsello, County Administrator
675 Texas Street
Fairfield, CA 94533

CONTRACTOR:
ABIDE BUILDERS, INC.
Jeff Lovitt
825 Riverside Parkway, Ste 120
West Sacramento, CA 95605

Prevailing Wages. The Contractor agrees that State Prevailing Wages apply to this Project, and that the Contractor will pay the rates for each trade or craft and shall require the subcontractors on the project to pay the rates for each trade and craft. The Payroll Submittal Information attached as Section 00 45 46/ Payroll Information is incorporated as if set forth in full and is a part of this Contract. The Contractor agrees to repay the County any and all amounts paid to any subcontractor in violation of Public Contract Code Section 6109.

ARTICLE 8
EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

COUNTY:

By: _____
Michael J. Lango, Director
Department of General Services

Date: _____

CONTRACTOR:

By: _____
Jeff Lovitt
Project Manager

Date: 10.29.14

APPROVED AS TO FORM:
County Counsel of Solano County, California

By: _____

NOTE: If the Contractor is a corporation, attach to this Contract a certified copy of the by-laws, resolutions, or excerpts of a meeting of the Board of Directors of the Corporation authorizing the person executing this Agreement to do so for the Corporation.

END OF SECTION 00 52 00