

## AGREEMENT BETWEEN OWNER AND CONTRACTOR

**THIS AGREEMENT** is made as of the 26 day of March 2019 between the COUNTY OF SOLANO, a political subdivision of the State of California, (referred to as 'Owner') and REM Construction Incorporated (referred to as "Contractor") for the following Project:

The Project: **Claybank Facility Warehouse Freezer Upgrade Project**

Architect/Engineer: Cannon Design  
202 Green Street  
San Francisco, CA 94111

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, Contractor's proposal dated February 14, 2019, 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 the **CLAYBANK FACILITY WAREHOUSE FREEZER UPGRADE PROJECT, 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, Section 00 11 00/ Notice to Bidders and Section 01 32 16/ Construction Progress Schedules and Reports.

The Contractor agrees that the Work will be substantially completed in 60 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 60 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, a total Contract Sum of \$478,258.

**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/Architect, 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. Payment(s) to the Contractor will also be contingent upon receiving proper conditional and unconditional releases as outlined in Section 006519/ Waiver and Release Submittal.

The remaining retention would be held until 35 days after the Notice of Completion is filed with the Solano County Recorder's Office and completed according to Section 01 77 00/ Contract Closeout Procedures.

**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 Architect 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**

**Terms.** 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.

**Notices.** Notices shall be addressed as follow:

**OWNER:**  
**COUNTY OF SOLANO**  
**Birgitta E. Corsello, County Administrator**  
675 Texas Street, Suite 2500  
Fairfield, CA 94533

**CONTRACTOR:**  
**REM Construction, Inc.**  
**David Schell, Corporate Secretary**  
1239 Mangrove Ave.,  
Chico, CA 95926

**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.

**Execution of Contract in Counterparts.** This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

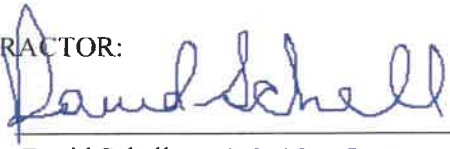
**ARTICLE 8**  
**EXECUTION OF AGREEMENT**

The parties have executed this Agreement as of the day and year first above written.

COUNTY:

By:   
Birgitta E. Corsello, County Administrator

CONTRACTOR:

By:   
David Schell 3-8-19 Corporate Secretary  
REM Construction, Inc.

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