

AGREEMENT

SECTION 0500

THIS AGREEMENT, made and entered into this 23rd day of June, 2015, by and between DICKINSON COUNTY BOARD OF SUPERVISORS, hereinafter called OWNER, and FULLER & SONS PAVING, RUTHVEN, IOWA, hereinafter called CONTRACTOR.

WITNESSETH: That whereas the OWNER has heretofore caused to be prepared certain plans, specifications and proposal blanks, for the Project generally described as follows: 2015 SPINE TRAIL REPAIR PROJECT, DICKINSON COUNTY, IOWA, under the terms and conditions therein fully stated and set forth, and,

Whereas, said plans, specifications and proposal accurately and fully describe the terms and conditions upon which the CONTRACTOR is willing to perform the work specified:

NOW, THEREFORE, IT IS AGREED:

1. That the OWNER hereby accepts the proposal of the CONTRACTOR as shown on Bid Form, and shall pay Contractor for completion of all work at the prices stated in Bid Form in the amount of \$111,622.20,
2. With a written Notice to Proceed received by the Contractor within 30 days of Bid opening all portions of the work shall be completed and accepted as detailed in the Notice of Hearing and Letting by August 31, 2015 subject to any contract time extension granted by the Owner.
3. Owner and Contractor recognize that time is of the essence on this Project and that the Owner may suffer financial loss if the work is not completed by the specified date plus any approved time extensions. Both parties also recognize that it may be difficult to prove actual losses by the Owner should the work not be completed before the Contract completion date. It is further agreed then that the Contractor shall pay the Owner the sum of \$200.00 per day as liquidated damages, not necessarily actual financial loss, for every day after the Contract completion date until the work is completed and accepted.
4. That this Contract consists of the following component parts which are made a part of this Agreement and Contract as fully and absolutely as if they were set out in detail in this Contract:

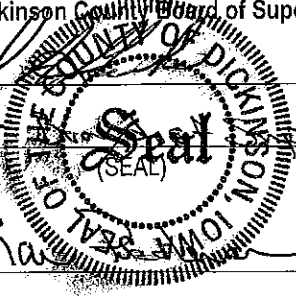
<ol style="list-style-type: none"> a. Specifications b. Plans c. Notice of Hearing and Letting d. Special Conditions e. General Conditions 	<ol style="list-style-type: none"> f. CONTRACTOR's Bid g. This Agreement h. Performance and Payment Bond i. Addenda Numbers <u>One</u>
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Above components are complementary, and what is called for by one shall be as binding as if called for by all.

5. That payments are to be made to the CONTRACTOR in accordance with and subject to the provisions embodied in the documents made a part of this Contract.
6. That this Contract is executed in three copies.
7. In WITNESS WHEREOF, the Owner and Contractor have caused this Agreement to be executed the date first written above.

OWNER Dickinson County Board of Supervisors

By [Signature]
Title Chairman



ATTEST: [Signature]
Title County Auditor

CONTRACTOR Fuller & Sons Paving

X By [Signature]
Title Co Owner
(SEAL)

X ATTEST: [Signature]
Title Project Engineer