

**AGREEMENT**

**City of Shelbyville / Shelby County**

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

by and between

"OWNER":

and

"CONTRACTOR":

concerning the following:

**PROJECT:                    Removal of Unsafe Structure(s) in Shelbyville, Indiana at the following locations: 618 and 816 Elm Street; 607 and 621 E. Jackson Street; and 820 S. Noble Street**

- A.    The OWNER has heretofore caused to be prepared certain plans, specifications and other "Contract Documents" as hereinafter listed pertaining to the above described Project and Work, and the CONTRACTOR has filed Proposal to furnish said labor, tools, material, equipment, services, and perform said Work upon the terms and for the price(s) therein fully stated and set forth;
  
- B.    The said Contract Documents accurately and fully describe the terms and conditions upon which the CONTRACTOR is willing to furnish the labor, tools, material, equipment, services, and perform the Work called for by the Contract Documents and in the manner and time and for the price(s) set forth herein.

THE OWNER AND CONTRACTOR AGREE AS FOLLOWS:

1. Contract Documents

1.1 This Agreement consists of the following Contract Documents all of which are as fully a part of this Agreement as if set out verbatim herein or attached hereto and the same do in all particulars become the Agreement between the parties hereto in all matters and things set forth herein and described:

- .1 This Agreement;
- .2 All Addenda issued prior to receipt of Bids, whether or not receipt thereof has been acknowledged by CONTRACTOR in its Bid;
- .3 General Conditions
- .4 Special Conditions
- .5 CONTRACTOR's Itemized Proposal and Declarations
- .6 Technical Specifications
- .7 City Standards and Specifications
- .8 Instructions to Bidders
- .9 Advertisement or Notice to Bidders
- .10 Performance and Payment Bonds

1.2 In resolving conflicts, errors, discrepancies and disputes concerning the nature, character, scope or extent of Work to be performed or furnished by the CONTRACTOR, or other rights and obligations of the OWNER and CONTRACTOR, arising from or prescribed by one or more of the Contract Documents, the following rules shall govern:

.1 A requirement occurring in one Contract Document is as binding as though occurring in all Contract Documents;

.3. The Contract Documents shall be given precedence in the order listed in Paragraph 1.1 above; and

## 2. Contract Price

2.1 The CONTRACTOR shall, in strict conformity with the Contract Documents, furnish all labor, tools, materials, equipment, services, assume and fulfill all obligations and perform all Work required to demolish, complete, and make ready for use by the OWNER for the lump sum of \_\_\_\_\_ (\$\_\_\_\_\_).

2.2 The above stated Contract Sum will be paid to the CONTRACTOR in the manner and at such times as set forth in the Contract Documents.

## 3. Contract Time

3.1 It is hereby understood and mutually agreed, by and between the CONTRACTOR and OWNER, that the date of commencement and the time for completion of the Work as specified in the Contract Documents are ESSENTIAL CONDITIONS of this Agreement.

3.2 The CONTRACTOR agrees that the Work shall be commenced no later than the date indicated in the Notice to Proceed and that the Work shall be prosecuted regularly, diligently and uninterruptedly at such a rate of progress as will insure **completion of all Work on or before 60 days after Notice to Proceed has been issued by the OWNER (“Contract Completion Date”)**.

3.3 The CONTRACTOR and OWNER acknowledge and agree that the time allotted by this Agreement for the performance and completion of the Work is reasonable and takes into account any and all risks and adverse conditions assumed by CONTRACTOR hereunder.

## 4. Liquidated Damages

The CONTRACTOR and OWNER recognize and contemplate that unexcused failure by the CONTRACTOR to complete the Work within the Contract Time will cause the OWNER and the Public to suffer financial losses or inconvenience the full and exact extent and character of which cannot be measured as a basis for recovery by the OWNER of actual damages, and that liquidated damages as prescribed in the

Contract Documents represent a fair, reasonable and appropriate estimate thereof. Accordingly, the CONTRACTOR agrees that such liquidated damages may be assessed and recovered by the OWNER, as against CONTRACTOR and its Surety, in the event of delayed completion and without the OWNER being required to present any evidence of the amount or character of actual damages sustained by reason thereof. **Such liquidated damages shall be assessed and recovered at the rate of \$100 per day for each structure that remains undemolished and/or cleared, as required by the Contract Documents, beyond the Contract Completion Date.**

5. Effective Date

This Agreement shall be deemed effective as of the date and year first above written notwithstanding the date on which this Agreement has been executed by the respective parties or their representatives as stated below.

"CONTRACTOR" SIGNATURE:

IN TESTIMONY THEREOF, the CONTRACTOR has hereunder set his hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

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

Signature

Printed: \_\_\_\_\_

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

"OWNER" SIGNATURES:

IN WITNESS WHEREOF, the OWNER does hereby accept the foregoing Agreement, and has herewith set his/her hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

For and on behalf of the City of Shelbyville by its Department of Building and Planning

City of Shelbyville/Shelby County

APPROVED AS TO LEGAL FORM:

DEPARTMENT OF BUILDING AND PLANNING

\_\_\_\_\_

Director

\_\_\_\_\_

Assistant Corporation Counsel

ATTEST:

Approved for Availability of Funding

Approved for Execution

\_\_\_\_\_

City Clerk-Treasurer

\_\_\_\_\_

## SC-1 Compliance With E-Verify Program

*The following shall be added as paragraph 16.23 of the General Conditions:*

16.23 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, CONTRACTOR shall enroll in and verify the work eligibility status of all newly hired employees of CONTRACTOR through the E-Verify Program ("Program"). CONTRACTOR is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

16.23.1 CONTRACTOR and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that CONTRACTOR or its subcontractor subsequently learns is an unauthorized alien. If CONTRACTOR violates this Section 16.23, OWNER shall require CONTRACTOR to remedy the violation not later than thirty (30) days after OWNER notifies CONTRACTOR. If CONTRACTOR fails to remedy the violation within the thirty (30) period, OWNER shall terminate the contract for breach of contract. If OWNER terminates the contract, CONTRACTOR shall, in addition to any other contractual remedies, be liable to OWNER for actual damages. There is a rebuttable presumption that CONTRACTOR did not knowingly employ an unauthorized alien if CONTRACTOR verified the work eligibility status of the employee through the Program.

16.23.2 If CONTRACTOR employs or contracts with an unauthorized alien but OWNER determines that terminating the contract would be detrimental to the public interest or public property, OWNER may allow the contract to remain in effect until OWNER procures a new contractor.

16.23.3 CONTRACTOR shall, prior to performing any work, require each subcontractor to certify to CONTRACTOR that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If CONTRACTOR determines that a subcontractor is in violation of this Section 16.23, CONTRACTOR may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by CONTRACTOR or the subcontractor.