

**SECTION 00520
AGREEMENT**

This Agreement is by and between **Lowndes County Board of Commissioners** (“Owner”) and **B.A.M.2, Inc.** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all work as specified or indicated in the contract documents. The work is generally described as follows:

The Work To Be Done shall consist of furnishing all products and performing all labor necessary to dredge/degrade the LAS holding pond for complete sludge removal. Work shall also include the proper restoration of pond volume by methods that include disposal, dewatering of sludge removed, grit removal, sludge degradation of solids, and all other appurtenances necessary to complete the project in accordance with the specifications and construction drawings.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

LAS Holding Pond Sludge Removal

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Carter & Sloope, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

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