

## AGREEMENT

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of March in the year 2021 by and between The Village of Grafton (hereinafter called OWNER) and \_\_\_\_\_, (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### WORK

CONTRACTOR shall complete all Work as indicated in the Contract Documents. The Project, for which the Work under the Contract Documents may be the whole or only a part of, is generally described as follows:

River Bend Park  
Project 21-04

### CONTRACT TIMES

Contractor can begin work when weather permits. All work on this contract shall be completed in the 2021 construction season, timed with the adjoining subdivision construction. Final completion, including all clean-up activities, will be completed for purposes of final payment, in accordance with Article 14.07 of the General Condition, within 15 calendar days after the date of Notification of Substantial Completion.

Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and the OWNER will suffer financial loss if the work has not reached final completion within the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that Liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$150.00 plus actual Village costs, as set forth in Paragraph 14.16 of the Supplementary Conditions, for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion, until the Work is substantially completed.

After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in Paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$50.00 plus additional engineering and inspection costs, as set forth in

Paragraph 14.16 of the Supplementary Conditions, for each day that expires after the time specified in Paragraph 3.1, for completion and readiness for final payment.

## CONTRACT PRICE

OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as shown in the Unit Price Schedule as completed in the Bid Form, hereto attached as Exhibit "A" as accepted by OWNER.

## PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

### Progress Payments:

OWNER, shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by OWNER each month during construction as provided below. All progress payments will be on the basis of the progress of Work measured by the schedule of values established in Article 14 of the General Conditions.

Prior to substantial completion, progress payments will be in an amount equal to 90% of the Work completed, less in each case the aggregate of payments previously made. Only that Work actually installed will be considered for partial payments or as otherwise negotiated.

Upon substantial completion, Owner shall pay an amount sufficient to increase total payments to Contractors to 90% of the Contract Price, less such amounts as Owner shall determine in accordance with Article 14.04 of the General Conditions or as otherwise negotiated.

Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14.07 of the General conditions, Owner shall pay the remainder of the Contract Price as recommended by Owner as provided in said Article 14.07.

## CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and all local conditions and federal, state and local laws,

ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

CONTRACTOR has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by Owner in the preparation of the Drawings and Specifications and which have been identified in the Contract Documents.

CONTRACTOR has made or caused to be made examinations, investigations and test, and studies of such reports and related data in addition to those referred to above as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, test, reports or similar data are or will be required by Contractor for such purposes.

CONTRACTOR has correlated the results of all such observations, examinations, investigations, test reports and data with the terms and conditions of the Contract Documents.

CONTRACTOR has given OWNER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

## CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

Official Notice Instructions to Bidders, General and Supplementary Conditions, Addenda, Specifications, Plans, Drawings, Pre-qualification Statement, completed Bonds and Bid Form, Contract, all Amendments, Modifications, Change Orders and Supplements issued on or after the effective date of agreement.

There are no Contract Documents other than those listed above. The Contract Documents may only be altered, amended, modified or repealed by a Modification (as defined in Article 1 of the General Conditions).

## MISCELLANEOUS

Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be

bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and OWNER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by OWNER on their behalf.

This Agreement will be effective on the \_\_\_\_\_ day of March, 2021, (which is the effective Date of the Agreement).

\_\_\_\_\_  
(CONTRACTOR)

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name and Title)

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If CONTRACTOR is a corporation,  
attach evidence of authority to  
sign.)

CONTRACTOR'S License No. \_\_\_\_\_ (If required by state or municipal law)

The Village of Grafton  
(OWNER)

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Signature)

James A. Brunnuell, Village President  
(Typed Name and Title)

Address for giving notices:  
860 Badger Circle  
Grafton, WI 53024  
\_\_\_\_\_

Approved as to form and content \_\_\_\_\_  
Attorney for OWNER

Date \_\_\_\_\_

Countersigned By:

\_\_\_\_\_  
Kaitly Olsen  
Village Clerk