CONTRACT

This agreement made this _____day of _____ 2013, by and between _____ hereinafter called the 'CONTRACTOR' and the City of Marshfield, Wisconsin, hereinafter called the 'OWNER',

WITNESSETH,

That the Contractor and the Owner, for the consideration hereinafter stated, agree as follows:

Article I, Scope of Work: The Contractor shall perform everything required to be performed and shall provide and furnish all labor, materials, tools, equipment and plant which may be required, either expendable or permanent, also all utility and transportation services, all in strict accordance with the General Requirements & Specifications, and all other Contract Documents prepared for Project **"City Hall Plaza 1st Story West Roofing Replacement Project 1-13"** by the City of Marshfield Building Services Supervisor, which Specifications are made a part of this Contract, and in strict compliance with the Proposal and other Contract Documents herein mentioned which are also a part of this Contract; and the other documents constituting a part hereof.

Article II, The Contract Consideration of Prices:

ITEM NO.	DESCRIPTION	PRICE
1)	Base Bid Amount	$ _____
2)	Alternate #1 Amount	$_____
3)	Alternate #2 Amount	$_____

Article III, Component Parts of This Contract: This Contract consist of the following component parts, all of which are as fully a part of this Contract as if herein set forth verbatim and if not attached, as if hereto attached.

1. Official Notice to Contractors (1 Page)
2. Instructions to Contractors (1 Page)
3. General Requirements and Specifications (Pages 1-10)
4. Contractor Name and References (1 Page)
5. Minimum Insurance Coverage (1 Page)
6. Addendum No. 1 (1 Page)
7. Addendum No. 2 (1 Page)
8. Wage Determination (Pages 1-40)
9. Bid Form (1 Page)
8. Performance Bond

In the event that any provision in any of the above component parts of this Contract conflicts with any provision in any other component part or parts, the Contractor shall in writing request a clarification of such conflict, by the City of Marshfield this clarification of such conflict, approved by the Owner's Board of Public Works, shall be final and binding upon the parties hereto.

Article IV, Guarantee: The contractor agrees and guarantees that all the roofing and other related materials in the areas designated by the Owner and required by the Owner's documents be safely removed to the degree stated and that the removal and cleanup meet the expectations of the Owner. Contractor also agrees to properly install all specified and agreed upon materials per bid document requirements and manufacturer installation guidelines. Furthermore, if inaccuracies of the performance or work are noted within a two (2) year period after the completion of the installation, the Contractor agrees to promptly correct the same upon notification by the Owner with the subsequent changes made to these issues. The requirements of the General Requirements and Specifications and all other bid documents shall be followed, and in case the Contractor shall fail to make such changes within thirty (30) days of the above mentioned notification, the

Contractor agrees to pay upon demand the cost thereof to the Owner after completion of such changes, and the Contractor further agrees and guarantees to pay for all labor, material and equipment used in or about the work covered by this contract which may become a lien or claim against the Owner.

Article V, Locus of Contract: It is agreed that this Contract, regardless of where executed, shall be subject to and governed by the Law of the State of Wisconsin and shall for all purposes be deemed and regarded to be a Contract entered into the State of Wisconsin.

In Witness Whereof, the parties have caused this instrument to be executed in three (3) original counterparts on the day and year hereinbefore stated.

_____
Contractor

_____
Address

_____
City, State, Zip

By:
_____

Attest:

_____ _____

Attest:

City of Marshfield "Owner"

_____ _____
Chris L. Meyer, Mayor

_____ _____
Deb M. Hall, City Clerk

Contract has been examined as to form and is approved.

_____ , 2013

_____
Harold Wolfgram, City Attorney

Provision is made to pay the liability that will accrue under this Contract.

_____ , 2013

_____
Keith Strey, Finance Director