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 Specifications, and Contract Documents prepared for Project **"Demolition of Building – 406 N Cherry Ave."** by the City of Marshfield Director of Public Works, 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.	**Demolition of a Building**	**$ _____**

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 (Page 1)
2. Instructions to Bidders (Page 1)
3. Specifications (Pages 1-2)
4. Minimum Insurance Coverage (Page 1)
5. Bid Form (Page 1)
6. 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 the equipment, materials, and workmanship supplied by him shall be free from all defects and strictly in accordance with the specifications and other documents herein above referred to and accepted by the Owner; and for a period of twelve (12) months after completion of the Contract, in case of any defects in work constructed by the Contractor, the Contractor agrees to promptly repair the same upon notification by the Owner, using materials meeting the requirements of the Specification, and in case the Contractor shall fail to make such repairs or cause the same to be made within thirty (30) days of the above mentioned notification, the Contractor agrees to pay upon demand the cost of thereof to the Owner after completion of such repairs, and the Contractor further agrees and guarantees to pay for all labor, material and equipment used in or about the construction covered by this Contract which may become 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

Attest: _____
City, State, Zip

_____ By:

_____
Authorized Signature

_____
Title

Attest: City of Marshfield "Owner"

_____ _____
Chris L. Meyer, Mayor

_____ _____
Deb M. Hall, City Clerk

All of the Contract Documents have been examined as to form and are approved.

_____,2013 _____
Harold Wolfgram, City Attorney

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

_____, 2013 _____
Keith Strey, Finance Director