

AGREEMENT
BETWEEN CROOK COUNTY AND CONTRACTOR

THIS AGREEMENT is by and between Crook County, Wyoming (Owner) and the undersigned (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein 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:

Construction and installation of court security systems

The Work primarily consists of the construction of court security systems and enhancements

ARTICLE 2 -- THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only part is generally described as follows:

COURTHOUSE SECURITY SYSTEMS

ARTICLE 3 -- OWNER

- 3.01 The Project has been designed by Owner. The Owner shall assume all duties and responsibilities, in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 -- CONTRACT TIME

- 4.01 Time 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.

- 4.02 Days to Achieve Substantial Completion and Final Payment.

A. The Work will be substantially completed within **sixty (60)** calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, but no later than _____

_____, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **sixty (60)** calendar days after the date when the Contract Times commence to run, but no later than _____.

4.03 Liquidated Damages

- A. The Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above. The Parties 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 as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **Dollars (\$ _____)** for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **Hundred Dollars (\$ _____)** for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 -- CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds according to the Bid for a total of _____ Dollars (\$_____).

ARTICLE 6 -- PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment, by the 25th of the month to receive payment by the 15th of the following month. Applications for Payment will be processed pursuant to the County Clerks requirements.

6.02 Payments

- A. **Owner shall make payments on account of the Contract Price when the work is completed less retainage that will be paid after advertisement.**
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such

amounts as the Engineer determines or the Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

- a. Ninety percent (90%) when the Work completed (with the balance being retainage).
- b. Ten percent (10%) after advertisement.

6.03 Final Payment.

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by Engineer on the forty-first (41st) day of the publishing of the Notice of Acceptance.

ARTICLE 7 -- INTEREST

7.01 All moneys not paid when due, shall not bear interest.

ARTICLE 8 -- CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- ~~D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.~~
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to

any aspect of the means, methods, techniques, sequences and procedure of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedure of construction expressly required by the Bidding Documents, and safety precautions and programs incident hereto.

- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. The Contractor covers his employees with Workman's Compensation and Unemployment Insurance, and can provide proof thereof to the Owner.

ARTICLE 9 -- CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consists of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 1 to ____, inclusive).
 - 3. Notice of Award (page 1 to ____, inclusive).
 - 4. Contractor's Bid (pages C-1 to C-?, inclusive).
 - 5. City of Sundance Contractor's License

6. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to ____, inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraphs 9.01.A are attached to this Agreement, (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented, as provided in Paragraphs 3.04 of the General Conditions.

ARTICLE 10 -- MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract 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 the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and the 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 of all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be

reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.

10.05 Workmanship

A. The Contractor shall complete the Work in a reasonable workman like manner consistent with standard practices in the industry.

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

This Agreement will be effective on _____, _____
(which is the Effective Date of the Agreement)

OWNER:

CONTRACTOR:

_____ Crook County Wyoming

By: _____

By: _____

Title: Chairman, Board of Commissioners

Title: _____

[Corporate Seal]

Attest: _____

Attest: _____

Title: County Clerk

Title: _____

Address for giving notices:

Address for giving notices:

Crook County
P.O. Box 37
Sundance, WY 82729
307-283-2181

License No.: _____

Agent for service or process: _____

(If Contractor is a corporation or partnership, attach evidence of authority to sign.)