

BID OPENING DATE: September 17, 2024

SET NO.: _____

Bid Proposal

Packet

for:

***Old Vincennes Road
Slide Correction Project***

Floyd County, IN

SECTION 7

CONTRACT

THIS CONTRACT made the _____ day of _____, 20____, by and

between _____ hereinafter called the "Contractor," and the Floyd County Board of Commissioners hereinafter called the "Owner."

WITNESSETH, THAT the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for the construction of the Slide Correction Project on Old Vincennes Road in strict accordance with the Contract Documents, including any and all addenda, prepared by United Consulting, hereinafter called the "Engineer", which Contract Documents are made a part of the contract, and in strict compliance with the Contractor's proposal and other Specifications herein mentioned which are a part of this contract; and the Contractor shall do everything required by this contract and other documents constituting a part hereof.

ARTICLE II - COMPENSATION TO BE PAID TO THE CONTRACTOR

In consideration of the completion of the work described herein and in fulfillment of all stipulations of this contract to the satisfaction and acceptance of the Engineers and the Owner, the Owner shall pay and the said Contractor further agrees to receive and accept payment based on the prices bid per unit for material and labor as set forth in the conformed copy of Contractor's proposal (or bid) hereto attached, which prices shall agree with those in the accepted Contractor's proposal (or bid) as filed with Floyd County on September 17, 2024 in the total amount of \$ _____, as full compensation for furnishing all the equipment, labor and materials, and for the costs of all premiums on insurance and bonds and for doing all the work contemplated and specified in this contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the work and the whole thereof, in full compliance with the plans and specifications and the requirements of the Engineer under them.

Payments are to be made to the Contractor in accordance with the subject to the provisions embodied in the contract documents hereto attached.