

AGREEMENT

REVISED, Attachment C, pp 44-46

**ARTICLE 1
THE CONTRACT DOCUMENTS**

1.1. The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consists of the following:

- 1.1.1 This Agreement
- 1.1.2 Request for Proposal Kodiak Outdoor Warning Siren Replacement
- 1.1.3 Instructions to Bidders
- 1.1.4 Bid Forms
- 1.1.5 Performance Bond
- 1.1.6 Payment Bond
- 1.1.7 General Conditions of the Contract
- 1.1.8 RFP Addenda, if any
- 1.1.9 The Contractor's Proposal, dated April 10, 2020
- 1.1.10 Change orders which may be delivered or issued after the effective date of the Agreement and not attached hereto.
- 1.1.11 DHS&EM Assurances for Federally Required Contract Provisions, attached hereto.

1.2 These form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

**ARTICLE 2
THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the entire Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

3.1 The date of commencement of the Work is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

3.2 The Contractor shall diligently prosecute the Work and achieve Substantial Completion of the entire Work not later October 8, 2020 for all work subject to adjustments of this Contract Time as provided in the Contract Documents.

3.3 Time is of the essence for all obligations of the Contractor contained in the Contract Documents.

ARTICLE 4 CONTRACT SUM

The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of \$567,206.02, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 5 PROGRESS PAYMENTS

5.1 Based upon Applications for Payment, including all supporting documentation, submitted to the Owner and the Owner's Representative by the Contractor and Certificates for Payment issued by the Owner's Representative, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.1.3 Owner shall make payment to the Contractor pursuant to an application for payment that complies with the Contract within 30 calendar days of the date that the Owner receives the application. If part or all of a payment is going to be withheld for unsatisfactory performance, or if the Contractor's application for payment does not comply with the requirements of the Contract, Owner shall within eight calendar days after receipt of the application for payment notify the Contractor in writing. This notice shall state specifically why part or all of the payment is being withheld and what remedial actions may be taken by the Contractor to receive the full payment. The withheld portion of the payment shall then be paid within 21 calendar days after the Contractor satisfactorily completes the remedial actions identified in that notice.

5.1.4 Deleted.

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of the Work by the total Contract Sum. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included even though the Contract Sum has not yet been adjusted by Change Order;

2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the

