

## AGREEMENT FORM

This Agreement, made and entered into this day of \_\_\_\_\_, by and between Town of Whitestown, Indiana hereinafter called the "Owner", and Grady Brothers hereinafter called the "Contractor".

### WITNESSETH:

The Contractor, in consideration of the sum of \$1,787,843.62 to be paid to him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, transportation, and all appliances, machinery, and appurtenances to the extent of the Bid made by the contractor, dated the 19th day of December 2024, all in full compliance with the Contract Documents referred to herein.

The Documents contained in the Project Manual Application #13697 & Application #13700 are hereby referred to and by reference made a part of this Agreement as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the unit price amount bid and to make payments in the manner and times provided in the Contract Documents.

The Contractor agrees to complete the work by the completion date and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Bid.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Agreement during the one (1) year warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner and the Engineer harmless from any costs encountered in remedying such defects.

It is agreed the time limit for substantial completion of this Agreement, based upon the Bid, shall be the 19th day of September 2025. It is agreed the final completion shall be established as the 26th day of September 2025.

For each calendar day that work shall remain incomplete after the specified Completion Dates, a sum of \$1,500.00 per each day of overrun will be deducted, as liquidated damages, from any money due to the Contractor.

IN WITNESS THEREOF, we, the parties hereto, each herewith subscribe the same this  
\_\_\_\_\_ day of \_\_\_\_\_, 2025.

Town of Whitestown

Owner

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Grady Brothers

Contractor

Signature: Thomas M. Grady, Pres

Name: Thomas M. Grady

Title: President

