

CONTRACT FORM

This Agreement is made and entered into this _____ day of _____, 2024 by and between the Wallingford-Swarthmore School District (hereinafter, the “District”) and _____ (the “Contractor”).

Whereas, Contractor submitted a Bid for the full and complete performance of the **Construction of (1) Baseball Batting Tunnel at NPE; and (1) Softball Dual Batting Tunnel at Strath Haven HS [the Project]** as detailed in the **Plans and Specifications** incorporated in the Bid Documents;

Whereas, the District notified Contractor that it was the lowest responsive, responsible Bidder for the Project;

Whereas, Contractor executes this Contract Form to memorialize its acceptance of the terms and conditions of the Contract.

Now, therefore for the consideration stated herein and other good and valuable consideration, the sufficiency of which is expressly acknowledged by both parties, and intending to be legally bound hereby, mutually agree as follows:

1. Capitalized terms not defined herein shall have the same means as set forth in the Bid Documents or General Conditions of the Contract, as applicable.

2. Contractor agrees to furnish all products and/or Work for the completion of the Project in accordance with the Bid Documents.

3. The District has accepted the following Alternates which shall be performed by Contractor in accordance with the Contract Documents:

a. Alternate No. __: _____

b. Alternate No. __: _____

4. Subject to the requirements of the Contract Document and adjustments for the unit prices set forth in the Bid, the Contract Sum to be paid by the District to Contractor for the completion of the Project shall be _____ DOLLARS and _____ CENTS (\$_____).

5. Contractor shall complete all Work for the and achieve Final Completion no later than **AUGUST 16, 2024** (“Contract Time”).

6. Contractor agrees that any installation Work requiring the interruption of water supply or electricity to the school building shall occur on a date when the students are not in the building.

7. Contractor and Contractor's surety shall be jointly and severally liable for an shall pay the District the cost of expenses incurred by the District resulting from Contractor's delay in completing the Project within the Contract Time, plus any extensions authorized by the District in writing or otherwise required under the Contract Documents, as liquidated damages, and not as a penalty, in the amount of \$250.00 delay costs per calendar day for each calendar day of delay.

8. The Contract Documents constitute the entire Agreement between the District and Contractor with respect to the subject matters of this Agreement, and supersedes all prior agreements, understandings, and letters related hereto.

9. This Agreement may be executed in multiple counterparts and each counterpart shall be an original, and all counterparts, together, shall constitute this Agreement. For purposes of the foregoing, facsimile signature shall have the same force and effect as original signatures.

10. This Contract may not be modified, altered, or changed except upon express, written consent of both parties wherein specific reference is made to this Agreement.

11. SEVERABILITY. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Contract shall not be affected and each provision of this Contract shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Contract shall continue in effect.

As accepted and agreed to:

Contractor:

Wallingford-Swarthmore School District:

Signature

Signature

Name and Title

Name and Title