

1 SECTION 00 52 00 - AGREEMENT FORM

2
3
4 **PART ONE – GENERAL**

5
6 **SCOPE**

7 This section shall be the agreement between RETTLER CORPORATION and CONTRACTOR.
8 This section applies to all Contracts as applicable. Included are the following topics:

9 **PART ONE – GENERAL**

- 10 Scope
- 11 Introduction
- 12 Work
- 13 Rettler Corporation (LA/E)
- 14 Contract Time
- 15 Contract Price
- 16 Payment Procedures
- 17 Interest
- 18 Contractor's Representations
- 19 Contract Documents
- 20 Miscellaneous

21 **PART TWO – PRODUCTS**

22 Not Used

23 **PART THREE – EXECUTION**

24 Not Used

25
26 **INTRODUCTION**

27 THIS AGREEMENT is dated as of the 15th day of May in the year of **2017**, by and
28 between **RETTLER CORPORATION**, hereinafter called RETTLER CORPORATION,
29 **LANDSCAPE ARCHITECT, ENGINEER, or LA/E and Haas Sons, Inc.**
30 hereinafter called CONTRACTOR.

31
32 RETTLER CORPORATION AND CONTRACTOR, in consideration of the mutual covenants
33 hereinafter set forth agrees as follows:

34
35 **WORK**

36 CONTRACTOR shall complete all work as specified or indicated in the contract documents. The
37 work is generally described as follows:

38
39 **PHASE III CONTRACT "A" – GENERAL SITE CONSTRUCTION**

40 Construction of Baseball field.

- 41 1. Stripping topsoil, placing topsoil, earthwork, erosion control, dense graded base, concrete
- 42 flatwork, storm sewer, infield mix, fencing, seeding and site electrical site irrigation.
- 43 2. All necessary work to complete the proposed contract as represented in the construction
- 44 documents shall be included in the CONTRACTOR'S bid.
- 45 3. Baseball field irrigation and mainline extension.
- 46 4. All necessary work to complete the proposed contract as represented in the construction
- 47 documents shall be included in the CONTRACTOR'S bid.

48
49 The Project for which the work under the contract documents may be the whole or only a part is
50 generally described as follows:

51
52 **STANLEY-BOYD HIGH SCHOOL**
53 **ATHLETIC CAMPUS DEVELOPMENT PHASE III**
54 **STANLEY, WISCONSIN**

55
56 **RETTLER CORPORATION (LA/E)**

57 The project has been designed by:

13.078 Phase 2

1
2 Rettler Corporation
3 3317 Business Park Drive
4 Stevens Point, WI 54482
5 Telephone: (715) 341-2633 Facsimile: (715) 341-0431
6

7 Who is hereinafter called RETTLER CORPORATION and who will assume duties and
8 responsibilities and will have the rights and authority assigned to RETTLER CORPORATION in
9 the contract documents in connection with completion of the work in accordance with the contract
10 documents.

11 **CONTRACT TIME**

12
13 **Time is of the essence.** The base bid start date shall be May 15, 2017. Contract
14 completion date shall be August 12, 2017. Contract completion date shall not be
15 modified.

16
17 **LIQUIDATED DAMAGES**

18 Liquidated Damages: RETTLER CORPORATION and CONTRACTOR recognize that time is of
19 the essence of this Agreement and that OWNER will suffer financial loss if the work is not
20 completed within the times specified above (including Milestone Dates established in Section 01
21 11 00). . They also recognize the delays, expense, and difficulties involved in proving in a legal or
22 arbitration preceding the actual loss suffered by OWNER if the work is not completed on time.

23
24 Accordingly, instead of requiring any such proof, RETTLER CORPORATION and CONTRACTOR
25 agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay
26 OWNER One Thousand Dollars (\$1,000.00) for each day that expires after the times above for
27 completion or satisfaction of milestone dates until the work is complete or milestone requirement
28 met.

29
30 In addition CONTRACTOR shall pay additional construction observation services at the rate of
31 Seven Hundred Fifty Dollars Five Hundred (\$750) per day for each day that expires after the times
32 above for completion until the work is complete.

33
34 **CONTRACT PRICE**

35 RETTLER CORPORATION shall pay CONTRACTOR for performance of the work in accordance
36 with the contract documents in current funds as follows:

37
38 ***Total Base Bid in the amount of Five hundred ninety thousand, eight hundred thirteen***
39 ***dollars and 82/100 (\$590,813.82)***

40
41 **PAYMENT PROCEDURES**

42 CONTRACTOR shall submit Applications for Payment in accordance with Article 9, Payments and
43 Completion, of the General Conditions. Applications for Payment will be processed by RETTLER
44 CORPORATION as provided in the General Conditions.

45
46 Progress Payments. RETTLER CORPORATION shall make progress payments on account of
47 the contract price on the basis of CONTRACTOR'S Applications for Payment as recommended by
48 RETTLER CORPORATION. Progress payments shall be sent to RETTLER CORPORATION on
49 or about the 15th day of each month during construction as provided below. All progress
50 payments will be on the basis of the work measured by the schedules of values provided for in
51 paragraph 9.2, Schedule of Values, of the General Conditions.

52 Retainer: "To ensure proper performance and completion of the work under this contract the
53 DESIGN / BUILDER will retain 10% of the amount of each application of payment until 100% of
54 the work has been satisfactorily and substantially completed in a timely manner." 100%
55 completion will be determined and agreed upon by both RETTLER CORPORATION and
56 OWNER.

1 Upon substantial completion, RETTLER CORPORATION shall pay an amount sufficient to
2 increase total payments to CONTRACTOR to 98% of the contract price, less such amount as
3 RETTLER CORPORATION shall determine in accordance with paragraph 9.8, Substantial
4 Completion, of the General Conditions.
5

6 Final Payment. Upon final completion and acceptance of the work in accordance with paragraph
7 9.10, Final Completion and Final Payment, of the General Conditions, RETTLER CORPORATION
8 shall pay the remainder of the contract price.
9

10 **INTEREST**

11 All monies not paid when due hereunder shall bear interest at the maximum rate allowed by the
12 law at the place of the project.
13

14 **CONTRACTOR'S REPRESENTATIONS**

15 CONTRACTOR has familiarized himself with nature and extent of the contract documents, work,
16 locality, and with all local conditions and federal, state, and local laws, ordinances, rules and
17 regulations that in any manner may affect cost, progress or performance of the work.
18

19 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and
20 latent physical conditions at the site or otherwise affecting cost, progress or performance of the
21 work which were relied upon by RETTLER CORPORATION in the preparation of the drawings
22 and specifications and which have been identified in the General Conditions.
23

24 CONTRACTOR has made or caused to be made examinations, investigations, and tests and
25 studies of such reports and related data in addition to those referred to above as he deems
26 necessary for the performance of the work at the contract price, within the contract time and in
27 accordance with the other terms and conditions of the contract documents; and no additional
28 examinations, investigations, tests, reports or similar data will be required by CONTRACTOR for
29 such purposes.
30

31 CONTRACTOR has correlated the results of all such observations, examinations, investigations,
32 tests, reports and data with the terms and conditions of the contract documents.
33

34 CONTRACTOR has given RETTLER CORPORATION written notice of all conflicts, errors or
35 discrepancies that he has discovered in the contract documents and written resolution thereof by
36 RETTLER CORPORATION is acceptable to CONTRACTOR.
37

38 **CONTRACT DOCUMENTS**

39 The contract documents which comprise the entire agreement between RETTLER
40 CORPORATION LLC and CONTRACTOR are attached to this Agreement, made a part hereof
41 and consists of all items listed in Document 00 01 00, Table of Contents and all items listed in
42 Document 01 11 00, Summary of Work.
43

44 **MISCELLANEOUS**

45 Terms used in this Agreement, which are defined in Article 1, General Provisions, of the General
46 Conditions shall have the meanings indicated in the General Conditions.
47

48 No assignment by a party hereto of any rights under or interest in the contract documents will be
49 binding on another party hereto without the written consent of the party sought to be bound; and
50 specifically but without limitation, monies that may become due and monies that are due may not
51 be assigned without such consent (except to the extent that the effect of this restriction may be
52 limited by law), and unless specifically stated on the contrary in any written consent to an
53 assignment, no assignment will release or discharge the assignor from any duty of responsibility
54 under the contract documents.
55

56 **PART TWO – PRODUCTS**

57 Not Used
58

1 **PART THREE – EXECUTION**
2 Not Used
3

1 **SIGNATURES**

2 IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One
3 counterpart each has been delivered to CONTRACTOR and OWNER. All portions of the contract
4 documents have been signed or identified by OWNER and CONTRACTOR or by RETTLER
5 CORPORATION on their behalf.

6 This Agreement will be effective on _____.

7
8 **RETTLER CORPORATION**

9
10 Rettler Corporation



(CORPORATE OFFICER)

11
12
13
14 JOHN V. KNEEK
15 (TYPED OR PRINTED NAME)

16
17 Address for giving notices:

18
19 Attest: 

20 3317 Business Park Drive
21 Stevens Point, WI 54482

22 **CONTRACTOR**

23
24
25 Haas Sons, Inc

(CORPORATE OFFICER)

(TYPED OR PRINTED NAME)

26
27
28
29
30
31
32
33 Address for giving notices:

Attest: _____

34
35 203 E. Birch St.

36
37 Thorp, WI 54771

38
39 (If OWNER is a public body, attach evidence License No. _____
40 of authority to sign and resolution or other document authorizing execution of Agent for service of
41 Process Agreement).
42 _____

43 **INSTRUCTION FOR EXECUTING CONTRACT**

44 If the contract be signed by the Secretary of the corporation, the certificate below should be
45 executed by some other officer of the corporation, under the corporate seal. In lieu of the
46 foregoing certificate, there may be attached to the contract copies of so much of the records of
47 the corporation as will show the official character and authority of the officers signing, duly certified
48 by the Secretary or Assistant Secretary under the corporate seal to be true copies.

49
50 The full name and business address of the CONTRACTOR should be inserted and the contract
51 should be signed with his/her official signature. Please have the name of the signing party or
52 parties typewritten or printed under all signatures to the contract.

53
54 If the CONTRACTOR should be operating as a partnership, each partner should sign the contract.
55 If the contract be not signed by each partner, there should be attached to the contract a duly

1 authenticated power of attorney evidencing the signer's authority to sign such contract for and in
2 behalf of the partnership.

3
4 If the CONTRACTOR be an individual, the trade name (if the CONTRACTOR be operating under
5 a trade name) should be indicated in the contract and the contract should be signed by such
6 individual. If signed by other than the CONTRACTOR, there should be attached to the contract a
7 duly authenticated power of attorney evidencing the signer's authority to execute such contract for
8 and in behalf of the CONTRACTOR.

9
10 If the CONTRACTOR be a corporation, the following certificate should be executed:

11
12 I, _____, certify that I
13 *(Attest)*
14 am the _____ of the
15 *(Attest Title)*
16 corporation named as CONTRACTOR herein above; that
17
18 _____ who signed the foregoing
19 *(Signee)*
20 contract on behalf of the CONTRACTOR was then
21
22 _____, of said corporation; that said
23 *(Signee Title)*
24 contract was duly signed for and in behalf of said corporation by
25 authority of its governing body, and is within the scope of its
26 corporate powers.

27
28 _____
29 *(Attest Signature and/or Corporate Seal)*

30
31 End of Section