

Agreement Between Owner and Contractor

Project:
**Tippecanoe County Parking Garage
Expansion Joint Replacement**

OWNER:

Commissioners of Tippecanoe County Indiana
20 North Third Street
Lafayette, IN 47901
Attn: Darren Mickler
765-714-9030

CONTRACTOR:

The NEW Group, Inc.
1339 Sunday Drive
Indianapolis, IN 46217
Attn: Matt Gaughan
317-691-4360

It is the intention of this agreement to cover all items specifically listed as well as those intended by normal practice of the trade unless specifically excluded. In any case where there is a conflict or difference between any of the Contract Documents, the more stringent document shall take precedence.

The scope of this contract shall include but not be limited to furnishing all labor, material, tools, services, supplies, equipment, and permits necessary to perform and complete: **Expansion Joint Replacement**

The Contractor agrees to warrant all work covered under this agreement for a period of at least (1) one year from the date of Substantial Completion.

The materials and equipment to be furnished and work to be done by the Contractor shall be as outlined in:

- This Agreement
- The NEW Group, Inc proposal dated 8/25/2022 Option #2
- LINK Management General Conditions

TOTAL CONTRACT AMOUNT \$13,000.00

SCHEDULE

The Contractor agrees to prosecute the work at such times and in such order as the Owner and/or Project Manager considers necessary to keep the work sufficiently in advance of the other parts of the contract and to avoid any delay in completion of the project as a whole. The Contractor shall reimburse the Owner for any loss or damage including but not limited to damages that might become due to the Owner under the Contract Documents, and extra expenses paid by the Owner which is due to the Contractor's failure to deliver any and all materials and / or supply labor, furnish equipment or services, etc., as required herein, and / or properly perform any and all work in keeping with the progress of the project.

The Contractor acknowledges the essence of time and agrees to commence and complete the work described herein in accordance with a mutually agreed schedule. The Owner reserves the right to accelerate or modify this schedule if work activities progress at a different rate than originally scheduled.

This contractor agrees to coordinate and cooperate with other work activities to accomplish the project intent as described in the construction documents. Final acceptance for this scope shall be granted when all punch list work is complete.

MSDS

The Contractor shall obtain and maintain Material Safety Data Sheets on all products furnished for their scope of work. It shall be the Contractor's responsibility to collect and compile the required Material Safety Data Sheets for each of his Subcontractors and Material Suppliers.

SAFETY

All work to be performed under this Agreement must comply with current safety regulations of the federal Occupational Safety and Health Act and the Indiana Occupational Safety and Health Law.

NONDISCRIMINATION

The Contractor shall comply with all regulation, federal and state laws and executive orders pertaining to nondiscrimination against employees or applicants because of race, sex, color, religion, or national origin.

ACCEPTANCE

Acceptance of this Contract Agreement is limited to acceptance of the express terms of the offer.

The Contractor and Owner acknowledge that they have received this Contract Agreement and that they understand it includes specific Contract Documents, which they have read and understand.

Accepted this 29 day of August, 2022

Contractor: The NEW Group, Inc

Matt Gaughan

Digitally signed by Matt Gaughan
DN: C=US,
E=mgaughan@newgroupinc.com,
CN=Matt Gaughan
Date: 2022.08.29 09:19:48-04'00'

By: _____

Owner: Commissioners of Tippecanoe County IN

By: _____