

ARTICLE 4. OBLIGATIONS OF THE CONTRACTOR AND SURETY. The Contractor and the Surety, in consideration of the award of this Contract to the Contractor, jointly and severally for themselves, their heirs, executors, administrators, and successors or assigns, hereby guarantee, covenant and agree to and with the Owner that:

(a) The Contractor shall well and truly execute and perform this Contract under the superintendence of and to the satisfaction of the Board.

(b) The Contractor shall well and truly make payment to each and every person or party entitled thereto of all claims for work or labor performed and materials furnished for, or in, or about, or under this Contract pursuant to the provisions of Sec. 289.16 W.S., and acts and laws amendatory thereof and supplemental thereto.

(c) The Contractor shall carry the compensation insurance in a duly licensed insurance company for the benefit of the employees of the Contractor and of any sub-contractor and shall keep said insurance in force during the life of the Contract as required by the provisions of Chapter 102 w.s. and acts and laws amendatory thereof and supplemental thereto.

(d) The Contractor will well and truly save and indemnify and keep harmless the City of Milwaukee from and against all liability for claims, damages, judgements, costs and expenses, which may in anywise come against said City in consequence of the award of this Contract, or which may in anywise result from the carelessness or neglect of the said Contractor or his agents, employees, or workmen in any respect whatever.

(e) Neither the extension by the Owner of time to the Contractor or to other contractors or sub-contractors for the completion of their work, nor the assignment, subletting, alteration or modification of this Contract or other contracts in the premises, nor change in the work covered thereby, shall in any way release the Contractor or Surety from full liability under this contract. Notice of any such default, delay, extensions of time, assignment, subletting, alteration or modification is hereby expressly waived by the Contractor and the Surety.

ARTICLE 5. MINIMUM WAGE. The Contractor and the Surety, in consideration of the award of this Contract to the said Contractor, jointly and severally for themselves, their heirs, executors, administrators, and successors or assigns hereby agree to pay all employees in and about the construction or performance of the work under this Contract in accordance with the schedule of wages contained in the Instructions to Bidders for work in any trade or occupation listed therein. The Contractor shall make wage reports as required by said Instructions. Strict compliance with said minimum wage requirements is demanded by the Owner and shall be considered as of the essence of this Contract. It is hereby agreed that the City of Milwaukee by its Milwaukee Board of School Directors shall have the right at all times to examine all persons employed upon the project by the Contractor and carryon and make such investigations as it may deem necessary to see that the terms of this agreement, relating to such wage payments, are being fully observed.

ARTICLE 6. ASSIGNING OR SUB-LETTING OF CONTRACT. This Contract shall not be assigned nor sublet by the Contractor or Surety without prior written consent thereto of the Board.

ARTICLE 7. FINAL DETERMINATION BY BOARD. The Board shall have the right and power to adjust and determine finally all questions as to the proper and timely performance of the work and the amounts earned under this Contract, all as provided in General Conditions.

ARTICLE 8. MILWAUKEE BOARD OF SCHOOL DIRECTORS AUTHORITY. It is hereby agreed and declared that this Contract is made expressly subject to the powers granted to said Milwaukee Board of School Directors, by the applicable provisions of Chapter 119 and Sec. 62.15 of the Wisconsin Statutes of 1969, and acts and laws amendatory thereof and supplemental thereto.

IN WITNESS WHEREOF, the parties have executed this Contract the day and the year first above written and the Contractor and Surety have affixed their corporate seals thereto.

Sealed and delivered in presence of

ALLCON LLC

CONTRACTOR

Contractor's
Corporate
Seal

PRESIDENT

WITNESS AS TO CONTRACTOR

SECRETARY

BONDING COMPANY

Bonding
Company
Seal

WITNESS AS TO THE SURETY

(ATTORNEY-IN-FACT) OR (AGENT)

CITY OF MILWAUKEE, represented by its
Milwaukee Board of School Directors

PRESIDENT

SUPERINTENDENT OF SCHOOLS

Countersigned this _____ day of _____, year of _____

COMPTROLLER

Approved as to form and execution this _____ day of _____, year of _____

ASSISTANT CITY ATTORNEY

STATE OF _____
_____ COUNTY

_____, being duly sworn on oath deposes and says

that he/she is (attorney-in-fact) or (agent) of said _____
(BONDING COMPANY)

Affiant further deposes and says that no officer, official, or employee of the City of Milwaukee has any interest, directly or indirectly, or is receiving any premium, commission, or fee or other thing of value on account of the sale or furnishing of this bond, undertaking or contract of indemnity, guaranty or suretyship in connection with the above mentioned contract.

Subscribed and sworn to before me this

_____ day of _____ A.D. Year of _____
Position _____

Notary Public, _____ County, State of _____

My commission expires _____