

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2023 by and between SOUTHAMPTON TOWNSHIP hereinafter called OWNER and _____ hereinafter called CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth and intending to be legally bound hereby, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents identified in Article 7. The Work is generally described as follows:

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The **Base Bid** work includes the total price to complete the entire building as a "Turn-Key" project as described in the Construction Documents including a Certificate of Occupancy.

Article 2. ENGINEER

The Project has been designed by Brehm-Lebo Engineering, Inc., who are hereinafter called ENGINEER. Brehm-Lebo Engineering, Inc. who will act as the OWNER's representative, assumes all duties and responsibilities and has the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

- 3.1 The Work must be substantially completed within 180 calendar days of being issued the Notice to Proceed as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment within 210 days of being issued the Notice to Proceed in accordance with paragraph 14.07 of the General Conditions.

Liquidated Damages. Owner and Contractor recognize that time is of the essence for this Agreement and that all work must be completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred and 00/100 dollars (\$500.00) for each day that expires after the time and dates specified in paragraph 3.1 (above) for Substantial Completion for the project and designated portions of the Project until the Work is substantially complete.

After Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner Three Hundred and 00/100 dollars (\$300.00) for each day that expires after the time specified in paragraph 3.1 (above) for completion and readiness for final payment.

Article 4. CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds in the amount of dollars (\$_____).

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 20th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in Article 2 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 14 of the General Conditions and the Supplemental Conditions.

90 % of Work completed.

75 % of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 14 of the General Conditions).

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 14 of the General Conditions.

- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Article 14.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6.2 CONTRACTOR assumes responsibility for obtaining and carefully studying all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 14 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

6.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 This Agreement.
- 7.2 Exhibits to this Agreement.
- 7.3 Certificate of Insurance
- 7.4 Notice of Award
- 7.5 The Standard General Conditions of the Construction Contract, EJCDC No. C-700 (2007 edition) (pages 1 to 62, inclusive).
- 7.6 Supplementary Conditions
- 7.7 Technical Specifications as shown on the drawings.
- 7.8 Drawings.
- 7.9 Addendas: _____ thru _____.
- 7.10 CONTRACTOR's Bid.
- 7.11 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 7.12 Prevailing Wage Schedule – Determination date: June 9, 2023

Article 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 2023.

OWNER SOUTHAMPTON TOWNSHIP

CONTRACTOR

200 AIRPORT ROAD

SHIPPENSBURG, PA 17257

BY _____

BY _____

(Typed name)

(Typed name)

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

(Typed name)

(Typed name)

Address for giving notices

Address for giving notices

200 Airport Road

Shippensburg, PA 17257

(If CONTRACTOR is a corporation, attach
evidence of authority to sign)