

AGREEMENT

THIS AGREEMENT, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
by and between

PITTSFIELD CHARTER TOWNSHIP

hereinafter called the OWNER, and Erie Construction LLC

hereinafter called the CONTRACTOR.

WITNESSETH, that whereas the OWNER intends to construct

2020 LILLIE PARK PATHWAY IMPROVEMENTS

hereinafter called the Project, in accordance with the Plans, Specifications and other Contract Documents prepared by STANTEC CONSULTING MICHIGAN INC., of Ann Arbor, Michigan, hereinafter called the ENGINEER.

NOW, THEREFORE, the OWNER and CONTRACTOR for the considerations hereinafter set forth, agree as follows:

I. THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools, and services necessary to perform and complete, in a workmanlike manner, all work required for the construction of the Project, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract, including the following Addenda:

ADDENDUM NO.

DATED

_____	_____
_____	_____
_____	_____

A. Contract Time: Work under this Agreement shall be commenced upon receipt of Notice to Proceed, and work shall be substantially completed by October 31, 2020.

If the CONTRACTOR refuses or fails to prosecute the work, or any separate part thereof, with such diligence as will insure its completion, ready for use within the number of consecutive calendar days specified herein, or any extension thereof, or fails to complete said work within such time, the OWNER may, by written notice to the CONTRACTOR, terminate his right to proceed with the Project or such part of the Project as to which there has been delay. In such event the OWNER may take over the Project and prosecute the same to completion, by contract or otherwise, and the CONTRACTOR and his Sureties shall be liable to the OWNER for any excess cost occasioned the OWNER thereby. If the CONTRACTOR's right to proceed is so terminated, the OWNER may take possession of and utilize in completing the Project such materials, appliances, and plant as may be on the site of the Project and necessary therefore.

B. Liquidated Damages: If the OWNER does not terminate the right of the CONTRACTOR to proceed, the CONTRACTOR shall continue the Project, in which event the actual damages for the delay will be impossible to determine and in lieu thereof, the CONTRACTOR shall pay the OWNER the sum of Eight Hundred Dollars (\$800.00) per day, as fixed, agreed and liquidated damages for each consecutive calendar day of delay until the Project is completed, accepted, and the CONTRACTOR and his Sureties shall be liable for the amount thereof: Provided, however, that the right of the CONTRACTOR to proceed shall not be terminated or the CONTRACTOR charged with liquidated damages because of any delays in the completion of the Project due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to acts of God or of the public enemy, acts of the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of Subcontractors due to such causes, if the CONTRACTOR shall, within ten days from the beginning of any such delay (unless the OWNER shall grant a further period of time prior to the date of final settlement of the Contract) notify the OWNER in writing of the cause of delay who shall ascertain the facts and the extent of the delay and extend the time for completing the work, when in its judgment, the finds of fact justify such an extension and its findings of fact thereon shall be final and conclusive on the parties thereto.

C. Subcontractors: The CONTRACTOR agrees to bind every subcontractor by the terms of the Contract Documents. The Contract shall not be construed as creating any contractual relation between any Subcontractor and the OWNER.

II. THE OWNER AGREES to pay, and the CONTRACTOR agrees to accept, in full payment for the performance of this Contract, an amount to be determined by the actual constructed quantities and the Unit Prices and Lump Sums set forth in the attached Proposal. This amount is estimated to be:

**TOTAL BASE BID (ITEMS 1 THROUGH 24)**

One Hundred, Sixteen Thousand, Eight Hundred and Forty-Six Dollars (\$ 116,846.00 )  
(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern).

in accordance with the provisions of the Contract Documents.

A. Progress Payments will be made in accordance with the General Conditions.

III. CONTRACT DOCUMENTS: The Contract comprises the Contract Documents listed in the General Conditions of the Contract. In the event that any provision of one Contract Document conflicts with the provision of another Contract Document, the provision in that Contract Document first listed below shall govern, except as otherwise specifically stated:

- A. Agreement (this instrument)
- B. Modifications
- C. Addenda to Contract Documents
- D. Supplementary Conditions
- E. Instructions to Bidders
- F. General Conditions
- G. Specifications
- H. Drawings

IV.           AUTHORITY AND RESPONSIBILITY OF THE ENGINEER: All work shall be done under the observation of the ENGINEER. The ENGINEER shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Plans and Specifications and all questions as to the acceptable fulfillment of the Contract on the part of the CONTRACTOR.

V.           SUCCESSORS AND ASSIGNS: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the OWNER and the CONTRACTOR respectively and his partners, successors, assigns and legal representatives. Neither the OWNER nor the CONTRACTOR shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

ATTEST

\_\_\_\_\_

**Erie Construction LLC**  
CONTRACTOR

By \_\_\_\_\_

Title \_\_\_\_\_

BUSINESS ADDRESS

\_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

ATTEST

\_\_\_\_\_

OWNER

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_

By the Attorney for

\_\_\_\_\_

OWNER

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_