

DOCUMENT 00500

AGREEMENT

This Agreement made and entered into this _____ day of _____, 2023
by and between _____ **ELIZABETH TOWNSHIP** _____,
hereinafter called the Owner,

and

A Corporation known as _____
organized and existing under the laws of the State of _____

A Partnership known as _____
consisting of the following partners _____

a Limited Liability Company known as _____
consisting of the following partners/members _____

An Individual, _____, trading as _____

whose address is _____
City of _____
State of _____, hereinafter called the Contractor,

WITNESSETH, that the parties hereto for the consideration stated do mutually agree as follows:

ARTICLE 1 - SCOPE OF WORK

1.1 The Contractor agrees to furnish all labor, superintendence, materials, necessary equipment, and other utilities and facilities for, perform all work necessary for or incidental to, and perform all other obligations imposed by this Agreement for the complete Work in connection with **ADDITION/RENOVATION TO AN EXISTING BUILDING**, herein called for, all in strict accordance with the Contract Documents as prepared by ARRO Consulting, Inc., acting as and entitled the Engineer in this Agreement.

1.2 The Contract Documents are defined in the General Conditions as amended by the Supplementary Conditions. The Contract Documents comprise the entire Agreement between Owner and Contractor and are incorporated in this Agreement and made a part hereof. The Contract Documents may only be altered, amended, or repealed as described in Paragraph 3.04 of the General Conditions.

1.2.1 In the event of a discrepancy among Contract Documents, the provisions of this Agreement (Document 00500) and the provisions of the Supplementary

Conditions (Document 00800) shall take precedence over the Standard General Conditions.

1.3 The Drawings for the Work covered under this Agreement consist of the following sheets:

Sheet Number	Title
	COVER SHEET
A100	EXISTING / DEMO PLAN
A101	ALTERNATIONS / ADDITION FLOOR PLAN
A102	ROOF PLAN
A201	EXTERIOR ELEVATIONS
A301	BUILDING SECTIONS
A401	SCHEDULES AND DETAILS
S101	STRUCTURAL NOTES
S201	STRUCTURAL DETAILS
M0.1	MECHANICAL COVER SHEET
M1.0	FLOOR PLAN MECHANICAL
M2.0	SCHEDULES AND DETAILS
E0.1	ELECTRICAL COVER SHEET
E1.0	FLOOR PLAN POWER
E2.0	FLOOR PLAN LIGHTING
P0.1	PLUMBING COVER SHEET
P1.0	FLOOR PLAN PLUMBING
	INTERIOR DESIGN COVER SHEET
ID1	FLOOR PLAN
ID2	SCHEDULES AND LEGENDS
ID3	DETAILS AND ELEVATIONS

ARTICLE 2 - CONTRACT TIMES

2.1 The Work shall be substantially completed within 150 calendar days after the date when the Contract Times commence to run as provided in General Conditions Paragraph 2.03.A, as amended by Supplementary Conditions Paragraph SC-2.03.A, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 180 calendar days after the date when the Contract Times commence to run.

2.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times

specified in Paragraph 2.1 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 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 \$500 for each calendar day that expires after the time specified in Paragraph 2.1 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 2.1 above for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each calendar day that expires after the time specified in Paragraph 2.1 above for completion and readiness for final payment.

2.3 Additional Damages: In addition to the liquidated damages amount(s) specified above under Paragraph 2.2, Contractor also agrees to reimburse Owner for all administrative, legal, engineering, and construction observation costs associated with Contractor's failure to meet any deadline specified above under Article 2; and all actual damages that may result from Contractor's defective work including but not limited to additional administrative, legal, engineering, and construction observation costs.

ARTICLE 3 - CONTRACT PRICE, PAYMENT, AND RETAINAGE

3.1 The Owner shall pay, and the Contractor shall receive and accept as full payment for the performance of the Contractor's obligations hereunder, the price(s) stipulated in the Bid Form hereto attached and, in the manner, as specified in the General Conditions subject to the retainage provisions set forth below. Stipulated prices in the Bid Form shall be all inclusive. They shall include furnishing all labor, superintendence, necessary equipment, utilities and facilities, furnishing and installing all Products described in the Drawings and Specifications, performing all work necessary for, or incidental to completing the Work, Contractor's overhead and profit costs and performing all other obligations imposed by this Agreement.

3.2 Retainage

3.2.1 The Owner shall withhold ten percent of the amount of approved Applications for Payment until the Work is 50% completed. When the Work is 50% completed, one-half of the amount retained by Owner shall be returned to Contractor; provided that the Engineer approves the payment of this portion of the retained amount; and, provided further, that the Contractor is making satisfactory progress and there is no specific cause for greater withholding.

3.2.2 After the Work is 50% complete, and up to the date of Substantial Completion, subsequent approved Applications for Payment shall be paid by Owner, subject to withholding by Owner of five percent of each such approved Application for Payment, so that the total amount withheld from Contractor shall not exceed five percent of the value of completed Work, based on approved Applications for Payment.

3.2.3 After the Work is Substantially Complete, in accordance with General Conditions Paragraph 1.01.A.44, as amended by Supplementary Conditions Paragraph SC-

1.01.A.44, subsequent approved Application(s) for Payment shall be paid, by Owner, subject to withholding, by Owner, of an amount equal to one and one-half times the amount required to complete any uncompleted minor items, provided there is no specific cause for greater withholding.

- 3.2.4 In the event that a dispute arises between the Owner and the Contractor, which dispute is based on increased costs incurred by one contractor occasioned by delays or other actions of another contractor, additional retainage in the sum of one and one-half times the amount of any possible liability may be withheld by the Owner from the Contractor until such time as a final resolution is agreed to by all parties directly or indirectly involved, unless the contractor causing the additional claim furnishes a Bond satisfactory to Owner to indemnify Owner against the claim.

3.3 Final Payment. Upon final completion and acceptance of the Work in accordance with General Conditions Paragraph 14.07, Owner shall pay the remainder of the Contract Price less the amount of liquidated and/or other damages and the amount of any unresolved claims, which have been filed against the Owner in connection with the Work, as recommended by Engineer in accordance with said General Conditions Paragraph 14.07.

3.4 Interest. The final payment if not paid when due in accordance with General Conditions Paragraph 14.07 shall bear interest at the rate of 10 percent per annum, or when the Owner has issued bonds to finance the Project, at the rate of interest of the bond issue, whichever is less. No interest will be paid on progress payments.

ARTICLE 4 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

4.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents, including "technical data."

4.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.

4.3 Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

4.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in Paragraph SC-4.02 of the Supplementary Conditions. Contractor accepts the determination set forth in Paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely as provided in Paragraph 4.02 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not

assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

4.5 Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.

4.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

4.7 Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5 - MISCELLANEOUS

5.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, as modified by the Supplementary Conditions, will have the meanings indicated in the General Conditions.

5.2 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.

5.3 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 to all covenants, agreements, and obligations contained in the Contract Documents.

5.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be

reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5.5 Paragraph SC-6.03.A.1 of the Supplementary Conditions directs the Contractor(s) to hold the prices Bid for equipment and materials throughout the Project.

5.6 Paragraph SC-6.05.L of the Supplementary Conditions provides for charging the Contractor for costs associated with any request for substitution made by the Contractor.

5.7 Section 01300 of the General Requirements provides for charging the Contractor for costs associated with review of any submittals which are classified as excess re-submittals; that is, any re-submittal beyond the first. Contractor agrees to compensate Owner for such charges by allowing deductions from Contractor's progress payments.

5.8 Contractor agrees to compensate Owner for such charges incurred under Paragraphs 5.6 and 5.7 above.

ARTICLE 6 – DISPUTE RESOLUTION

6.1 All claims, disputes and other matters in question between Owner and Contractor arising out of, or relating to, the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by General Conditions Paragraph 14.07 shall be settled by filing a complaint in the Court of Common Pleas of Lancaster County, Pennsylvania, and litigating said matters in said forum.

6.2 The Contractor shall continue the Work and maintain the Progress Schedule, during all disputes or disagreements with Owner in accordance with General Conditions Paragraph 6.18, unless otherwise directed by the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

(If Contractor is an Individual)

Signature of Witness

Signature of Individual

Trading and doing business as:

Name of Business

Address of Business

(If Contractor is a Limited Liability Company – All Members Must Sign)

	_____ Name of Company
	_____ Address of Company
_____ Signature of Witness	_____ Signature of Member
_____ Signature of Witness	_____ Signature of Member
_____ Signature of Witness	_____ Signature of Member

(If Contractor is a Partnership - All General Partners Must Sign)

	_____ Name of Partnership
	_____ Address of Partnership
_____ Signature of Witness	_____ Signature of Partner
_____ Signature of Witness	_____ Signature of Partner
_____ Signature of Witness	_____ Signature of Partner

(If Contractor is a Corporation)

Attest:

Name of Corporation

Signature of Secretary or
Assistant Secretary

Address of Principal Office

(Corporate Seal)

State of Incorporation

Signature of
President or Vice President

(Owner)

Attest:

Owner's Organizational Name

Owner's Address

Signature

Signature

Title

Title

Type or print name below each signature.

END OF AGREEMENT