

PUBLIC IMPROVEMENT CONTRACT

THIS AGREEMENT ("Contract") entered into and effective **Month/Day, 20** between the County of Orange, a municipal corporation and county of the State of New York, by and through its Department of Public Works having its principal office at 2455-2459 Route 17M, Goshen, New York, 10924 ("Owner"), and **Contractor's Name** a **State of Registration** business entity type e.g. sole proprietorship having its principal office at **principal business address, if different than service address add "with services to be performed from offices at address"** ("Contractor"),

WITNESSETH: That Owner and Contractor, for the promises and consideration set forth herein, agree as follows:

1. CONTRACT DOCUMENTS & DEFINITIONS. The Contract Documents include the Request for Bids ("RFB"), all addenda to the RFB, if any, the Contractor's submission in response to the RFB, this Contract, and all properly executed Contract modifications.

2. WORK TO BE DONE. Contractor, at its cost and expense, shall furnish all materials, appliances, tools, and labor of every kind required by the Contract Documents **including Bid Alternative(s) ###/name** and will complete and finish the Work in the most workmanlike manner in strict compliance with the Contract Documents, for the price of:

Dollars (\$###.##)

("Contract Sum"). Should the amount of Work be increased or decreased due to special conditions encountered in the Work, or where ordered by the Owner, the Contractor agrees that the basis of compensation for such increase or decrease shall be by Unit Bid Prices or as otherwise agreed upon pursuant to §7 of this Contract.

3. EXAMINATION OF DOCUMENTS AND SITE. Contractor agrees that before making its bid, it carefully examined the Contract Documents, together with the Work Site and is fully informed regarding all of the conditions affecting the Work to be done and the labor and materials to be furnished for the completion of this Contract. Contractor shall secure, at its cost and expense, all applicable and necessary permits from applicable authorities having jurisdiction required in connection with the Work.

4. TIME OF COMPLETION. The term of this Contract will commence on the date first written above. All Work is to be substantially completed by October 1, 2021 and fully commissioned and tested by October 8, 2021. Time is of the essence and Contractor will prosecute the Work without interruption, so that it will be entirely completed and performed by in accordance with timeframe state above, unless extended by written change order at the sole discretion of the Owner.

5. LIQUIDATED DAMAGES FOR DELAY. The parties recognize and agree that time is of the essence and the Work shall be accomplished within the time stated in §4 of this Contract. Since actual damages are speculative in nature and not readily ascertainable, liquidated damages shall apply if Contractor is unable to achieve substantial completion by the date agreed upon and through no fault of the Owner, its officers, employees and/or other contractors. Should the Work, including any previously approved change orders, not be substantially completed within the time specified and, unless an extension of time has been granted by the Owner, the Contractor shall forfeit the sum of **One Thousand Dollars (\$1,000.00) per Day**, for each and every Day from and after the time during which the Work, including any approved change orders, shall remain unfinished and incomplete. The forfeited sum(s) shall be deemed Liquidated Damages and shall be deducted from the sum agreed to be paid to the Contractor by the Owner under the terms of this Contract or any binding addendum and/or change order. This