AGREEMENT-ROAD IMPROVEMENTS 2017 – PHASE 3

THIS AGREEMENT made as of the 17th day of May, 2017, in the year 2017 by and between the City of Quincy, Massachusetts, acting through its Department of Public Works, hereinafter called the "City" and: Lorusso Corporation, with legal address and principle place of business at 3 Belcher Street, Plainville, MA 02762 hereinafter called the "Contractor". The City and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 WORK

1.1 Contractor shall perform the Work as specified or indicated in the Contract Documents. The Work is as described in Section 01010, Summary of Work.

ARTICLE 2 ENGINEER

2.1 The project design and construction documents have been prepared by the City of Quincy, Engineering Department.

2.2 The City of Quincy Engineer Department, 55 Sea Street, Quincy, Massachusetts will act as the Engineer in connection with execution of the project work, in accordance with the Contract Documents.

ARTICLE 3 CONTRACT TIME

3.1 The total Contract Time to complete the project shall be 120 days, commencing ten (10) calendar days following the effective date of this Agreement. No site work shall be allowed between Thanksgiving and March 15, without permission, in writing, from the City.

3.2 The Contractor agrees that the Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between the contractor and the City, that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual business/commercial and industrial activities prevailing in this locality.

ARTICLE 4 CONTRACT PRICE

4.1 The City will pay the contractor for performance of the Work in accordance with the Contract Documents, in current funds at the itemized unit or lump sum prices of work items, a total agreed sum of $1,335,419.25 (state the total amount in words): One Million Three Hundred Thirty-Five Thousand Four Hundred Nineteen Dollars as submitted in the Contractor's Bid Form attached to the Agreement. and Twenty-Five Cents

This contract is being signed in accordance with the complete set of specifications that were bid and opened May 11, 2017 at 11:00 a.m. and on file in the Purchasing Office.
ARTICLE 5 APPLICATIONS FOR PAYMENT

5.1 Applications for payment shall be submitted by the Contractor and processed by the Engineer in accordance with the Conditions of the Contract included in the Contract Documents.

ARTICLE 6 PROGRESS AND FINAL PAYMENTS

6.1 The City will make progress payments on account of the Contract Price on the basis of the Contractor's Application for Payment, as recommended by the Engineer, monthly 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 provided for in the Conditions of the Contract.

6.2 The City will make progress and final payments as provided for in the Conditions of the Contract and in accordance with the applicable Massachusetts General Laws.

ARTICLE 7 LIQUIDATED DAMAGES

7.1 The City and the Contractor recognize that time is of the essence for this Agreement and that the City will suffer financial loss if the Work is not completed within the Contract Time specified in Article 3 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 providing, in a legal or arbitration proceeding, the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages or delay (but not as a penalty) the Contractor shall pay the City $1,000.00 per day for each calendar day of delay until the Work is complete.

7.2 Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is for reasons included in Article 12 of the General Conditions.

7.3 Provided further, that the Contractor shall furnish the City the required notification of such delays in accordance with the applicable Conditions of the Contract.

ARTICLE 8 ASSURANCE

8.1 The Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

8.2 The Contractor has studied carefully all reports of investigations and tests of sub-surface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by the Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
8.3 The Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in the above paragraph as he deems necessary for the performance of the work at the Contract Price within the Contact Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by him for such purposes.

8.4 The Contractor has correlated the results of all such observations, examinations, tests, reports and data with the terms and conditions of the Contract Documents.

8.5 The Contractor has given the Engineer written notice of any conflict, error or discrepancy that he has discovered in the Contract Documents and the written resolution thereof by the Engineer is acceptable to the Contractor.

8.6 The Contractor agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement in six (6) copies, each of which shall be deemed an original on the date first above written. The Party of the First Part agrees to pay to the Party of the Second Part, upon satisfactory completion and delivery of the aforementioned, the sum of:

Amount in Figures: $1,335,419.25

Amount in Words: One Million Three Hundred Thirty-Five Thousand Four Hundred Nineteen Dollars and Twenty-Five Cents

OWNER: The City of Quincy

BY: [Signature]

MAYOR

Approved as to form:

BY: [Signature]

CITY SOLICITOR

BY: [Signature]

PURCHASING AGENT

P.O. # 17007329

Contract #: 17-314

CONTRACTOR:

Company Name: LOCUSSO CORP

BY: [Signature]

Name: WILLIAM E. STONE III

Title: CEO

Address: 3 BELCHERE ST

PLAINVILLE MA 02762

Telephone: 508-695-3252

BY: [Signature]

DIRECTOR OF MUNICIPAL FINANCE

DIRECTOR OF OPERATIONS