

Incorporated in content of the Town of Elsmere – 2024 Street Improvement Contract

All amendments to this agreement must be made in writing and signed by both parties or they are ineffective.

WHEREAS the Town issued a Request for Proposal for the Town of Elsmere – 2024 Street Improvement through RFP 24-04; and

WHEREAS the Town and the Contractor desire to enter into a written agreement for the provision of such services for Street Improvement as referenced in RFP 24-04 (Attachment A.)

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by the parties as follows:

1. **INCORPORATION BY REFERENCE.** The RFP 24-04 (“RFP”) is incorporated by reference and is only modified as set forth herein.
2. **WORK.** The Contractor agrees to perform all work in accordance with this Contract and the RFP. The Schedule of Prices submitted in response to the RFP is accepted and set forth as Attachment B.
3. **NOTICE TO PROCEED / COMPLETION TIME.** Time is of the essence. The contractor agrees to begin the work set forth in this Contract the week of October 7th and further agrees to carry on such work regularly and uninterrupted thereafter with completion within 60 days of the start of agreement or other mutually agreed upon delivery. This date supersedes the date referenced in Section V. of the RFP.
4. **Payment.** Payment for the work as described in the Contract shall not exceed the amount set forth in Attachment B, plus any approved change orders signed by the Town and the Contractor. If during the course of the Contractor’s performance, the work rendered does not meet the requirements set forth as specified in Attachment B of the RFP, the Contractor shall correct or modify the work to comply with the requirements of the Contract within 30 days. The Town shall have the right to withhold payment for such work until it meets the requirements of the Contract. The Contractor shall submit AIA draw request based on work in place, signed off by the Town for each milestone.
5. **General Administration.** The Contract Administrator shall be the Steven Martin the Town Manager, and he shall have primary responsibility for the TOWN under this Contract and shall oversee and approve all work to be performed, coordinate communications, and review and approve all invoices under this Contract
6. **Liquidated Damages / Right to Terminate.** Time is of the essence of this Agreement. Unless a delay is caused by the TOWN, if the Contractor shall neglect, fail, or refuse to complete the Town of Elsmere 2024 Street Improvements and deliverables in the RFP

within the time specified in section (3), above, then the Contractor would be deemed in breach of contract and the Town has right to terminate the contract and pay only for work completed and, as to materials, at the Town's option and discretion, only such materials on hand and/or ordered or enroute as the Town determines.

7. **WORKING CONDITONS.** Contractor will allow delays for weather conditions based on the concurrence of Contractor and Owner or Engineer for two circumstances:

- a. Isolated inclement weather wherein the project site is determined to be unworkable for days of precipitation
- b. Sustained inclement weather, wherein the project site is determined to be unworkable due to weather below freezing for base/binder, above 40° for topcoat.

8. **SCHEDULE OF WORK.** Street repair will be done in the following order:

- a. K. Street
- b. S. Gamble Avenue
- c. Dumont Road
- d. S. Grant Avenue

9. **USE OF THE ROAD.** Contractor agrees to notify the residents on the block where the work is being performed that the street is being repaired. The Town will provide "No Parking vehicle will be tow at owner's expense" signage on the street that being repaired.

10. **MEETINGS.** The contractor agrees to provide weekly update with the Town and Engineer every Monday or on a as needed basis.

11. **Extent of Contract / Modification.** This contract together with Attachments A, B, and C, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended, modified, or added to only by written change order properly signed by both parties

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

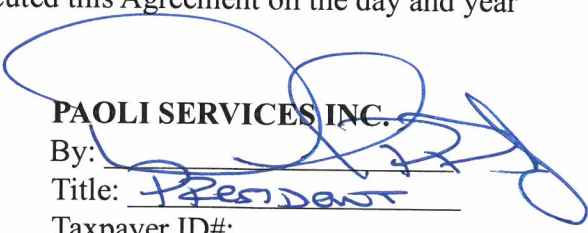
TOWN OF ELSMERE

By: 
Steven Martin, TOWN OF ELSMERE

TOWN CONTACT

Town of Elsmere
11 Poplar Ave
Elsmere, DE 19802
Phone: 302 998-2215

PAOLI SERVICES INC.

By: 
Title: President
Taxpayer ID#: _____

CONTRACTOR CONTACT

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