

Contract

Agreement to Complete Work

This AGREEMENT, made this ___ day of _____ 2020 by and between ALL-N-1 Construction, hereinafter referred to as "Contractor," and Township of Arlington hereinafter referred to as "Owner."

1. **THE WORK.** The Contractor shall furnish performance bond all labor materials, equipment, and tools for the completion of a Satellite Emergency Services Building on the Township of Arlington lot located at 52022 34th Ave Bangor MI in Van Buren County, in accordance with Plans and Specifications . Which are attached as Estimate no.1357

2. **COMPENSATION.** Township of Arlington shall pay Contractor ALL-N-1 Construction (\$191,570.35) dollars for the work to be performed. Described in Estimate No. 1357

3. **CONSTRUCTION SCHEDULE.** Contractor reserves the right to extend the completion in the event of delays including but not limited to inclement weather, strikes, material and labor shortages due to covid 19, or failure of owner to submit decisions that affect change orders

4. **DELAYS.** In the event a stop work order is issued by any public authority for a period of thirty (30) days or more, through no fault of the Contractor, or should the work cease through act or neglect of the Owner for a period of fifteen (15) days, or should the Owner Township of Arlington fail to pay the Contractor any payment when due, then the Contractor, upon seven (7) days written notice to the Owner, may stop work or terminate this Agreement and recover from the Owner payment for all work completed.

5. **LIEN WAIVER.** Contractor agrees to furnish Owner a affidavit stating there are no outstanding liens for unpaid labor on any work performed under this Agreement at the time Owner makes final payment to the Contractor.

6. **INSURANCE.** The Contractor shall maintain Worker's Compensation Insurance and General Liability Insurance throughout the duration of construction.

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8. **LIMITED WARRANTIES.** Contractor will complete the specified work according to applicable building codes. All mechanical equipment that is installed will only be guaranteed as specified under the manufacturer's warranty. Contractor will guarantee work for a period of 1 year against labor defects.

9. **DISAGREEMENTS.** Owner and Contractor will settle disputes through arbitration.

10. **DRAW SCHEDULE.** Draws will be dispersed according to this schedule

\$16,096.93 will be paid when work starts 09/30/2020 (down payment).

\$76,792.69 will be paid when <site prep is done for this draw>

\$32,800.00 will be paid when < building framing is done for this draw>

\$48,140.00 will be paid when <cement work done for this draw>

\$15,200.00 will be paid when final inspections are complete

Contractor

Date

Owner\ Township of Arlington

Date

Owner\ Township of Arlington

Date