

File No.

AGREEMENT BETWEEN THE CITY OF CAMBRIDGE AND CONTRACTOR

The City of Cambridge ("the City"), a municipal corporation, acting through its City Manager, and _____ "the Contractor",
_____, (address) agree as follows:

THE CONTRACT DOCUMENTS

The Contract Documents form the Contract between the City and the Contractor and consist only of those documents listed under the definition of "Contract Documents" in the General Terms and Conditions of the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes any prior negotiations, representations, or agreements, whether oral or written.

THE WORK

The Contractor shall perform the Work as specified in the Contract Documents entitled:

CONTRACT TIME

The Contract Time shall be ____ calendar days commencing on the date set forth in the Notice to Proceed.

The Contractor agrees that the Work shall be prosecuted regularly, diligently, uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time. It is expressly understood and agreed that the Contract Time is reasonable for the completion of the Work, taking all factors into consideration.

CONTRACT SUM

The City will pay the Contractor for performance of the Work in accordance with the Contract Documents the sum of \$_____ as set forth on the Contractor's bid form.

The City shall not be liable for any claims or requests for payment by the Contractor which would cause the total claims or payments under this Contract to exceed the amount certified by the City Auditor as being appropriated for this Contract.

LIQUIDATED DAMAGES

The City and the Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss if the Work is not completed within the Contract Time plus any authorized extensions. They also recognize the delay, expense, and difficulty involved in proving the actual loss suffered by the City if the Work is not completed within the Contract Time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that the Contractor shall pay to the City as liquidated damages, not as a penalty, the sum of \$_____ per day for each calendar day of delay until the Work is completed. The Contractor agrees to allow the City to deduct any such amounts from progress payments and retainage.

This Contract is effective as of _____

THE CITY OF CAMBRIDGE

THE CONTRACTOR

Richard C. Rossi
City Manager

Name of Contractor (Print)

Contractor Signature

APPROVED AS TO FORM:

BY:_____

Print Name and Title

(Corporate Seal)

Nancy E. Glowa
City Solicitor

APPROVED AS TO THE AVAILABILITY
OF APPROPRIATION OF FUNDS:

Budget Code:_____

James Monagle
City Auditor

Cynthia H. Griffin
Purchasing Agent