

## CONTRACT AGREEMENT

### Erie Pump Station Pretreatment Facility Project

This Construction Agreement ("Agreement") is made and entered into on \_\_\_\_\_, 2025, by and between the **City of Springfield, Ohio**, an Ohio municipal corporation ("City"), and **Peterson Construction Company**, an Ohio corporation with its principal place of business at 18817 State Route 501, Wapakoneta, OH 45895 ("Contractor").

#### ARTICLE 1 – SCOPE OF WORK

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The Contractor shall furnish all labor, materials, equipment, supervision, services, and appurtenances required to complete the construction of the Erie Pump Station Pretreatment Facility Project ("Project") in accordance with the Contract Documents, which include:

- Volume I and Volume II Specifications
- 100% Construction Drawings
- Addenda Nos. 1 through 3
- Geotechnical Reports
- Peterson Construction's Bid Proposal
- City of Springfield Standard General Conditions

#### ARTICLE 2 – CONTRACT SUM

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The City shall pay the Contractor a total not-to-exceed amount of **\$8,368,000.00** as full compensation for performance of the work, subject to additions and deductions as provided for in the Contract Documents.

Payments shall be made pursuant to monthly approved applications for payment, less retainage of eight percent (8%), until fifty percent (50%) of the work is complete. Thereafter, no additional retainage shall be withheld if work continues to be satisfactory.

#### ARTICLE 3 – CONTRACT TIME

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The Contractor shall commence work within ten (10) calendar days of the City's Notice to Proceed and shall achieve substantial completion within 608 calendar days thereafter.

Failure to complete the work within the specified time shall subject the Contractor to liquidated damages in the amount of **\$1,250.00** per calendar day for each day beyond the completion date.

#### ARTICLE 4 – PROJECT ADMINISTRATION

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The City designates Gene Miller as its Project Representative. The Project Representative shall have the authority to act on behalf of the City in all matters concerning administration of this Agreement.

#### ARTICLE 5 – PREVAILING WAGE

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This project is subject to Ohio prevailing wage laws under Chapter 4115 of the Ohio Revised Code. The Contractor shall comply with all applicable prevailing wage requirements and submit certified payroll as required by the City.

#### **ARTICLE 6 – BONDS AND INSURANCE**

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The Contractor shall provide:

- A Performance Bond and Payment Bond in the full amount of the Contract Sum;
- General Liability Insurance, Workers' Compensation, and Auto Liability Insurance, with the City named as an additional insured.

All policies shall comply with City of Springfield insurance requirements and shall be submitted prior to commencement of work.

#### **ARTICLE 7 – CHANGE ORDERS**

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Changes in the work shall be made only by written Change Order signed by the City and Contractor. No additional compensation or extension of time shall be permitted unless authorized in advance by such Change Order.

#### **ARTICLE 8 – WARRANTIES**

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The Contractor warrants that all work performed shall be free of defects in materials and workmanship for a period of one (1) year from the date of final acceptance by the City. Manufacturer warranties that exceed one year shall be assigned to the City.

#### **ARTICLE 9 – FINAL COMPLETION AND CLOSEOUT**

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Final payment shall not be made until:

- Punch list items are resolved;
- Operation & Maintenance manuals are submitted;
- As-built drawings are submitted;
- Final lien waivers are provided;
- All project documentation is reviewed and accepted by the City.

#### **ARTICLE 10 – TERMINATION**

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The City reserves the right to terminate this Agreement for cause or for convenience, in accordance with the provisions set forth in the City's Standard General Conditions.

#### **ARTICLE 11 – FORCE MAJEURE**

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Neither party shall be liable for delays or failure in performance due to acts of God, labor strikes, severe weather, material shortages, or other causes beyond their control, provided the impacted party provides prompt written notice.

## **ARTICLE 12 – DISPUTE RESOLUTION**

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In the event of a dispute arising under this Agreement, the parties shall attempt to resolve the matter in good faith. If unsuccessful, the dispute shall proceed to non-binding mediation prior to initiation of litigation. Venue shall be in Clark County, Ohio.

## **ARTICLE 13 – NOTICE**

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All notices shall be in writing and delivered personally or by certified mail to the following:

**City:**

Law Department  
City of Springfield  
76 E. High Street, Springfield, OH 45502  
law@springfieldohio.gov

**Contractor:**

Peterson Construction Company  
Kristina Grubenhof  
18817 State Route 501, Wapakoneta, OH 45895  
kristina@petersonconstructionco.com

## **ARTICLE 14 – EXHIBITS**

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This Agreement includes the following Exhibits which are incorporated herein as if fully rewritten in this section:

- Exhibit A: Project Drawings
- Exhibit B: Project Specifications (Vol. I and II)
- Exhibit C: Addenda 1–3
- Exhibit D: Contractor's Bid
- Exhibit E: Insurance Certificates
- Exhibit F: Performance and Payment Bonds

(Signatures to follow)

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**CITY OF SPRINGFIELD, OHIO**

By: \_\_\_\_\_

Bryan L Heck, City Manager

**PETERSON CONSTRUCTION COMPANY**

By: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

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Jason T. Irick, Assistant Law Director