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# **NPL CONSTRUCTION AGREEMENT**

**DATE:** January 8, 2016

**OWNER:** City of Lawrence - PO Box 708 Lawrence KS 66044-0708

**SCOPE OF WORK:** Approximate 8950' 2" PE Gas Main Extension to the WWTP  
("Work")

**CONTRACT SUM:** Owner shall pay (choose any or all options, as appropriate):

- ☐ fixed price of \_\_\_\_\_ dollars  
☒ unit prices in accordance with the attached NPL proposal letter dated 12-30-15 (Revision)  
☐ time and material rates and prices in accordance with the attached schedule

**INVOICING & PAYMENT:** NPL will invoice for work performed on a weekly basis. Payments are due:

- ☐ in advance  
☒ net 30 days from date of invoice  
☐ other (explain) \_\_\_\_\_

## **ADDITIONAL TERMS:**

- NPL will repair or replace, at its sole option and cost, any materials and/or workmanship of the Work if, within one year from Owner's final acceptance of same, any such material or workmanship is confirmed by NPL as not meeting applicable specification(s).
- NPL will comply with all laws and ordinances applicable to the Work or its performance.
- Subject to Owner's final payment, NPL will deliver the Work free and clear of any lien or encumbrance stemming from performance of the Work.
- NPL will maintain insurance policies of the types and amounts indicated below:
  - Commercial General Liability – \$1 million per occurrence; \$2 million general aggregate
  - Workers' Compensation – at levels required by the State in which Work is performed
  - Automobile Liability – covering all vehicles used by NPL in connection with the Work at no less than \$1 million combined single limit.
- NPL will indemnify Owner from and against claims or losses stemming from performance of the Work if, and to the extent that, any such claim or loss is caused by the negligent act or omission of NPL and is for death, bodily injury, or damage to tangible property.
- Owner warrants that he/she has the necessary legal rights to the site upon which NPL has been asked to perform the Work, and that he/she is authorized to enter into this Agreement.

**Interest will be charged at an annual rate of 18% on all past due amounts.**

NEITHER NPL NOR OWNER SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY AGAINST WHOM LIABILITY IS SOUGHT HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF ANY SUCH DAMAGES OR CLAIMS. NPL's profit on Work actually performed shall not constitute a "consequential" damage.

**Minnesota Pre-Lien Notice** [applicable only if Work performed in Minnesota]

If Work is to be performed in the State of Minnesota, the following provision shall apply in accordance with (and quoting from) Minnesota Statute §514.011:

"(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

"(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice."

**NPL Construction Co.**

DA Berry Dave Berry  
By \_\_\_\_\_  
General Superintendent  
Title \_\_\_\_\_

**Owner**

\_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_