

CLERK OF THE WORKS SERVICE AGREEMENT

BETWEEN THE

ERIE COUNTY TECHNICAL SCHOOL

AND

MR. ROBERT ESTOK, ESTOK PROPERTIES LLC.

This Agreement is made this 25th day of October 2021, by and between Estok Properties, LLC (hereinafter referred to as "EP, LLC") and the ERIE COUNTY TECHNICAL SCHOOL (hereinafter referred to as "ECTS") where the ECTS wishes to retain EP, LLC to provide services as Clerk of the Works for the Erie County Technical School Improvements Project.

Both parties agree to the following:

I. TERM:

- A. Construction Phase - November 01, 2021 through April 30, 2022, and as consultant as needed May 1, 2022 through January 31, 2023
- B. Both parties agree that work will commence as early as November 1, 2021 and that this Agreement shall continue in full force and effect until April 30, 2022; then as consultant May 1, 2022 through the punch list items pertaining to the Project have been resolved or until the Agreement is terminated as provided in Article VII of this Agreement.

II. FEE AND REIMBURSABLE EXPENSES:

- A. EP, LLC agrees to perform all of its services as outlined in the Clerk of the Works contract. Total cost of the contract is an amount "Not to Exceed" \$104,000 (maximum of 2,000 hours at \$52.00 per hour).
- B. Both parties reserve the right to renegotiate the "Not to Exceed" price if the project extends beyond the January 31, 2023 deadline or requires a third shift to be added..
- C. EP, LLC agrees that expenses are to be invoiced at actual cost and EP,

LLC is solely responsible for all EP, LLC travel expenses.

D. EP, LLC will submit a detailed listing/time card for all billable hours plus agreed upon reimbursable expenses to the Business Manager on a monthly basis throughout the term of this Agreement. ECTS agrees to pay EP, LLC within forty-five (45) days from receipt of the invoice.

III. DUTIES OF CLERK OF THE WORKS:

EP, LLC will be required to perform all of the services set forth in the Clerk of the Works contract in the Service Agreement.

IV. INDEMNIFICATION:

A. EP, LLC agrees to hold harmless and indemnify ECTS, its Board members, its officers, its agents and its employees from every claim or demand, which may be made by reason of:

(1) any injury to EP, LLC or EP, LLC's property, which was caused by EP, LLC upon or in connection with EP, LLC; performance under this Agreement, however caused; and

(2) any injury to persons or property sustained by any person, partnership, corporation, association, proprietorship or other entity caused by any act, neglect, default or omission by EP, LLC upon or in connection with EP, LLC's performance under this Agreement.

V. INSURANCE:

A. EP, LLC shall provide professional liability, errors and omissions insurance coverage in an amount not less than \$1,000,000.

B. EP, LLC shall obtain professional liability, errors and omissions insurance with an insurance company or insurance companies authorized to write insurance in the Commonwealth of Pennsylvania maintaining an A.M, Best rating of A minus or better.

C. The professional liability, errors and omissions insurance coverage shall commence on the date the Clerk of the Works contract is signed by the parties and shall remain in effect until the punch list items pertaining to the Project have been resolved and approved by the Architect.

D. On the date the Clerk of the Works contract is signed by the parties, EP, LLC shall provide a Certificate of Insurance to the ECTS Business Manager, which evidences that EP, LLC has the proper insurance as set forth above as well as lists ECTS as an additional insured.

E. EP, LLC agrees to provide the ECTS Business Manager with a thirty (30) day written notice prior to a change of its insurance carrier.

VI. INDEPENDENT CONTRACTOR:

EP, LLC acknowledges and agrees that he is an independent contractor and not an employee or agent of the ECTS.

VII. TERMINATION:

Either party may terminate this Agreement for any reason whatsoever upon thirty (30) days written notice to the other party. In the event of termination of this Agreement, ECTS agrees to pay EP, LLC for the services that he has rendered to ECTS prior to the date of termination along with any pre-approved reimbursable expenses that he has incurred.

VIII. NOTICES:

Any notice required to be given pursuant to this Agreement shall be in writing and shall be sent by mailing the same by certified mail, return receipt requested, postage prepaid to:

Estok Properties, LLC
ATTN: Robert Estok
5450 Route 6N
Edinboro, PA 16412

Erie County Technical School
8500 Oliver Rd.
Erie, PA 16509

IX. SUSPENSION OF PROJECT:

EP, LLC acknowledges and agrees that he is not entitled to any additional compensation as a result of either a temporary suspension or a permanent suspension of the Project by ECTS.

X. COMPLIANCE WITH ALL LAWS, REGULATIONS AND POLICIES:

EP, LLC agrees to comply with all laws, rules and regulations adopted by Federal, State and local governments and their agencies regarding the construction of buildings and the work associated with the development of the site on which those buildings are located. This requirement includes EP, LLC's assurance that the contractors will comply with all building codes and appropriate inspections involving the construction of buildings and the work associated with the development of the site on which those buildings are located. Furthermore, EP, LLC agrees to comply with all of the policies of the ECTS.

XI. NON-ASSIGNMENT OF AGREEMENT:

EP, LLC agrees not to assign this Agreement to a third party.

XII. CLEARANCES:

Any employee of EP, LLC, who will be on site at the project, must provide the appropriate clearances, as outlined in the Clerk of the Works contract.

XIII. GOVERNING LAW:

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Furthermore, jurisdiction pertaining to any disputes arising under this Agreement shall be decided by the Courts of the Commonwealth of Pennsylvania.

XIV. AGREEMENT SUPERSEDES PREVIOUS AGREEMENTS:

The parties agree that this Agreement supersedes any and all other agreements, either oral or in writing, between the parties and that no other agreement, statement or promise related to the subject matter of this Agreement that is not contained in it shall be valid and binding.

Signatures,

Estok Properties, LLC.

5450 Rt. 6N.

Edinboro, PA. 16412.


_____.

Erie County Technical School

8500 Oliver Rd.

Erie, PA. 16509

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