AGREEMENT

THIS AGREEMENT, made this ______ day of ________________, 20______, by and between, _________________________ hereinafter called (OWNER) and ___ ___________________________ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called (CONTRACTOR).

WITNESSETH: That for and in consideration of the payment and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

2. The CONTRACTOR will furnish all the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within ______ calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR acknowledges that the date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the CONTRACTOR further agrees to pay as liquidated damages, the sum of $ _________ for each consecutive calendar day that the CONTRACTOR shall be in default after the time specified in the Agreement.
4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of $_________________ or as shown in the BID schedule.

5. The term CONTRACT DOCUMENT means and includes the following:

   a. Advertisement for Bids
   b. Invitation to Bidders
   c. Bid
   d. Bid bond ( ______ waivered; ______ not waivered)
   e. Agreement
   f. General conditions (if applicable)
   g. Payment bond ( ______ waivered; ______ not waived)
   h. Performance bond ( ______ waivered; ______ not waived)
   i. Notice of award
   j. Notice to proceed
   k. Change order
   l. Drawings prepared by __________________________
      numbered ________ through ________ and dated ___________.
   m. Specifications prepared or issued by __________________________
      ____________________________________
      dated _________________, 20______.
   n. Addenda:
      No. ______, dated __________________________, 20______
      No. ______, dated __________________________, 20______
      No. ______, dated __________________________, 20______
      No. ______, dated __________________________, 20______
      No. ______, dated __________________________, 20______
      No. ______, dated __________________________, 20______
   o. Certificate of Bidders Qualification and Use of Subcontracted Services
   p. Hold Harmless Agreement
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as agreed at the Pre-Construction Meeting, such amounts as required by CONTRACT DOCUMENTS. Retention from progress payments may be made by the OWNER for work not satisfactorily completed.

7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in (______________________) each of which shall be deemed an original on the date first above written.

OWNER:

_________________________
By: ______________________
Name: _____________________
Title: _____________________

(SEAL) (If Applicable)
ATTEST: ____________________
Name: ______________________
(Please type)
Title: ______________________

CONTRACTOR:

_________________________
By: ______________________
Name: _____________________
(Please type)
Address: ___________________

(SEAL) (If Applicable)
ATTEST: ____________________
Name: ______________________
(Please type)
Title: _______________________