

CONTRACTOR AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20____, by and between _____, hereinafter called the Contractor, and _____, hereinafter called the Owner.

WITNESSETH, that the Contractor and the Owner for the consideration named agree as follows:

ARTICLE 1. SCOPE OF THE WORK

The Contractor shall furnish all the materials and perform all of the work shown on the drawings and/or described in the specifications entitled Exhibit A, as annexed hereto as it pertains to work to be performed on property located at:

ARTICLE 2. TIME OF COMPLETION

The work to be performed under this Contract shall be commenced on or before _____, 20____, and shall be substantially completed on or before _____, 20____. Time is of the essence.

ARTICLE 3. THE CONTRACT PRICE

The owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of:

\$106,216.00 One hundred six thousand, Two hundred sixteen dollars
subject to additions and deductions pursuant to authorized change orders.

ARTICLE 4. PROGRESS PAYMENTS

Payments of the Contract price shall be paid in the manner following:

\$ _____. Upon contract signing (See attached AIA Document G702 attached)

\$ __, __. __ Payments on work in place as AIA Document G702 are presented

\$ __, __. __ Final payment less retainage upon Substantial Completion

\$ __, __. __ Payment of retainage when Final Release of Liens are furnished

ARTICLE 5. GENERAL PROVISIONS

1. All work shall be completed in a workmanship like manner and in compliance with all building codes and other applicable laws.

2. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.

3. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.
4. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
5. All change orders shall be in writing and signed by both Owner and Contractor.
6. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees and subcontractors.
7. Contractor shall at its own expense obtain all permits necessary for the work to be performed.
8. Contractor agrees to remove all debris and leave the premises in broom clean condition.
9. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
10. All disputes hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.
11. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.
12. Contractor warrants all work for a period of _____ months following completion.

ARTICLE 6. OTHER TERMS

Signed this ____ day of _____, '20 ____.

Signed in the presence of:

_____ By: _____

Witness

Contractor

_____ By: _____

Witness

Owner

EXHIBIT “A”

Scope of Work: See attached Schedule of Values (AIA Form G703)

As per Plan Pages: _____

Drawn by: _____

Dated: _____

Drawn by: _____

Dated: _____

As per Specifications:

Drawn by: _____

Dated: _____

Drawn by: _____

Dated: _____