AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ is by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Owner”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 – WORK**

* 1. Contractor shall complete all Work as specified or indicated in the Contract Documents. Contractor agrees to perform all work in accordance with the project specifications and in compliance with the published standards established by the Indiana Department of Transportation (INDOT) all of which are herein incorporated by reference. The work is generally described as follows (“Work”):

**ARTICLE 2 – THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**ARTICLE 3 – CONTRACT PRICE**

3.01 The Contract Price is either based upon Unit Prices or a Fixed Price. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to either Paragraph 3.01.A or 3.01.B (check appropriate box) below:

1. 🞎 Unit Price:

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item as indicated in this Paragraph 3.01.A:

Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Contractor and Owner. The Contract Price to be paid is based upon actual quantities.

If actual quantities exceed estimate, Owner may supplement Contract Price with additional moneys to complete original scope of Work. Work will entitle Contractor to a change order for that Work. Owner reserves the right to remove Work from Contractor’s scope in the event the cost of the Work will exceed the Contract Price in 3.01A.

[INSERT UNIT PRICE TABLE]

OR

1. 🞎 Fixed Price:

Contractor agrees to perform all of the Work on the Project as required by the Contract Documents and comply with the terms therein in exchange for the sum of $\_\_\_\_\_\_\_\_\_\_\_ subject to additions or deletions by Change Orders. If the Owner’s bid package requests unit prices be submitted, any increase in such separately identified item of Unit Price Work will entitle Contractor to a change order for that Work. Owner reserves the right to remove Work from Contractor’s scope in the event the cost of the Work will exceed the Contract Price in 3.01B.

**ARTICLE 4 – PAYMENT PROCEDURES**

4.01 The Owner shall make payment to the Contractor within 15 days past receipt of Contractor’s invoice. All moneys not paid when due shall bear interest at the rate of 12 percent per annum.

**ARTICLE 5 – CONTRACT DOCUMENTS**

5.01 The Contract Documents which comprise the entire Contract between Owner and Contractor are made a part hereof as it attached to this Contract and consist of the following:

1. Project Description (Schedule A)
2. 2018 Road Resurfacing Specifications (Schedule B)
3. Notice to Bidders
4. Instructions to Bidders
5. Notice to Proceed
6. Notice of Award
7. This Agreement
8. Bid Proposal
9. Contractor’s Bid (including all attachments)
10. Certificate of Insurance

**ARTICLE 6 – EMPLOYEE ELIGIBILITY VERIFICATION**

6.01 In the performance of the Work, the Contractor will comply with all applicable statutes, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including, without limitation, laws and regulations pertaining to labor, wages, hours, occupational safety and health and other conditions of employment, and in compliance with the Fair Labor Standards Act and any other applicable labor law.

**ARTICLE 7 – SAFETY**

7.01 Contractor shall be responsible for the safety of employees at all times and shall provide all equipment to ensure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local.