

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of the following:

Bid Form	Notice to Proceed
Agreement Between Owner and Contractor	Conditions of the Contract (General, Supplementary, and Other Conditions)
Performance Bond	Drawings
Labor and Material Payment Bond	Specifications
Agent's Affidavit	All Addenda Issued Prior to and All Modifications Issued after Execution of This Agreement
Certificate of Insurance	Exhibits A – G, attached
Assignment of Antitrust Claims	
Notice of Award	

These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the following:

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall commence not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. Substantial Completion shall be achieved not later than _____ calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified for Substantial Completion, the Contractor agrees, in partial consideration for the award of this Contract, to pay to the Owner, by lump sum or by monthly payments if required by the Owner, the amount of _____ Dollars (\$ _____) per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of this Contract.

Phased Construction: If the project contains multiple phases of construction, each phase shall be subject to the amount of liquidated damages per consecutive calendar day indicated in the paragraph above, if so noted below:

Phase 1:	calendar days. Liquidated Damages	apply this phase.
Phase 2:	calendar days. Liquidated Damages	apply this phase.
Phase 3:	calendar days. Liquidated Damages	apply this phase.

ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of _____ Dollars (\$_____).

The Contract sum is determined as follows:

Base Bid Amount.....	\$ _____
Alternates (if any).....	_____
Award Amount	_____
Gross Receipts Tax* @ _____ %.....	_____
Contract Sum	\$ _____

*Gross receipts tax (GRT) shall be added as a line item to the Schedule of Values and in each approved Modification / Change Request (MCR) amount for change in the Work. During the course of the Project, any change in GRT rate will be applied to the remaining balance of Contract Sum by approved MCR.

ARTICLE 5

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Design Professional by the Contractor and Certificates for Payment issued by the Design Professional, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; less such amounts as the Design Professional shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate provided by State statute regulating prompt payment.

