

AGREEMENT
BETWEEN CONTRACTOR AND OWNER
FOR CONSTRUCTION

OWNER: THE REGENTS OF THE UNIVERSITY OF MICHIGAN

PROJECT: *Building Name*
Project Description
UM Project Number P0000XXXX

LOCATION: ANN ARBOR, MICHIGAN

ARCHITECT/ENGINEER: *A/E Firm Name*
A/E Address
A/E City, State, Zip

CONTRACTOR: *Contractor Firm Name*
Contractor Address
Contractor City, State, Zip

WORK TO BE COMMENCED: IMMEDIATELY

WORK TO BE COMPLETED: *Completion Date*

THE CONTRACT SUM: \$

CONTRACT DATE: *Date of Notice to Proceed*

Agreement Between Contractor and Owner

Building Name

Project Description

THIS AGREEMENT made this day of _____ in the year Two Thousand and _____ by and between ***Contractor Firm Name***, having its principal offices at ***Contractor Address, Contractor City, State, ZIP***, hereinafter called the CONTRACTOR, and THE REGENTS OF THE UNIVERSITY OF MICHIGAN, a Constitutional Corporation, having its principal offices in Ann Arbor, Michigan, hereinafter called the OWNER.

The Contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE 1 - SCOPE OF THE WORK:

The Contractor shall furnish all of the materials and perform all of the Work shown on the Drawings and described in the Specifications entitled:

Building Name

Project Description

U-M Project No. P0000XXXX

Prepared by:

A/E Firm Name

A/E Address

A/E City, State, Zip

and acting as the Architect/Engineer in these Contract Documents; and shall do everything required by this Agreement, and the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION:

The Work to be performed under this Contract shall be commenced ***Date of Notice to Proceed*** and shall be substantially completed ready for use on or before ***Completion Date***.

ARTICLE 3 - THE CONTRACT SUM:

The Owner shall pay the Contractor for performance of the Contract, subject to additions and deductions provided therein, in current funds as follows:

_____ Dollars (\$ _____)

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ARTICLE 4 - PROGRESS PAYMENTS:

The Owner shall make payments on account of the contract as provided in Articles 28, 29, 30 and 31 of the Standard General Conditions (1/98).

ARTICLE 5 - ACCEPTANCE AND FINAL PAYMENTS:

(a) Final payment shall be due thirty (30) days after substantial completion of the Work, provided the Work be then fully completed and the Contract fully performed.

(b) Upon receipt of written notice that the Work is ready for final inspection and acceptance, the Architect/Engineer shall promptly make such inspection and when he finds the Work acceptable under the Contract and the Contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the Work provided for in this Contract has been completed thereof, and that the entire balance found to be due the Contractor, and noted in said final certificate, is due and payable.

(c) If after the Work has been substantially completed, full completion thereof is materially delayed, through no fault of the Contractor, and the Architect/Engineer so certifies, the Owner shall, upon certificate of the Architect/Engineer, and without terminating the Contract, make payments of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

(d) Before issuance of any certificate, the Contractor shall fully comply with the Standard General Conditions (1/98) regarding waivers of lien and sworn statements.

Agreement Between Contractor and Owner

Building Name

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ARTICLE 6 - THE CONTRACT DOCUMENTS:

The Contract Documents, together with this Agreement, form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of the Contract Documents:

- Instructions to Bidders
- Pre-Bid Addenda Nos. _____
- University of Michigan Standard General Conditions (1/98)
- University of Michigan Supplemental General Conditions (1/2010)
- Construction Safety Requirements (1/2010)
- University of Michigan Special Conditions, if included in bidding documents
- Project Specifications and Drawings
- Contractor's Form of Proposal, Dated _____
- Contractor's Performance and Payment Bonds
- Contractor's Certificate(s) of Insurance
- Contractor's List of Major Subcontractors/Suppliers
- Prevailing Wage Schedule
- Bid Clarifications: _____ (None)
- _____
- _____

The Contractor's signature on this Agreement indicates that the Contractor has read and will comply with each of these documents.

The Contract Amount is determined on the basis of the following:

Base Bid	\$
Alternates	\$
Owner's Options/Voluntary Alternates	\$
NET CONTRACT AMOUNT	\$

Agreement Between Contractor and Owner

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Project Description

The parties hereto have executed this Agreement the day and year first above written.

(Contractor)

By _____
Signature

Printed Name

Title

THE REGENTS OF
THE UNIVERSITY OF MICHIGAN

By _____
Timothy Slottow
Executive Vice President and
Chief Financial Officer for Business and Finance