AGREEMENT
BETWEEN THE CONTRACTOR AND THE OWNER
FOR CONSTRUCTION

OWNER: THE REGENTS OF THE UNIVERSITY OF MICHIGAN

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

PROJECT: Building Name
Project Description
U-M Project Number P000XXXX
Bidpack XX

LOCATION: ANN ARBOR, MI

DESIGN PROFESSIONAL: DP Firm Name
DP Address
DP City, State Zip

WORK TO BE COMMENCED: IMMEDIATELY

SUBSTANTIAL COMPLETION DATE: Completion Date

CONTRACT SUM: $ XX,XXX,XXX

NOTICE TO PROCEED DATE: Date of NTP
THIS AGREEMENT made this day of Date of Notice to Proceed in the year Two Thousand and Year 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:

SECTION 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
- UM Project Number P000XXXX
- Bidpack XX

Prepared by:

- DP Firm Name
- DP Address
- DP City, State ZIP

and acting as the Design Professional in these Contract Documents.

SECTION 2 – THE CONTRACT TIME:

The Work to be performed under this Contract shall be commenced on MM/DD/YYYY (Notice to Proceed date) and shall be substantially completed ready for use on or before the Substantial Completion Date of MM/DD/YYYY.

SECTION 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:

Write out dollar amount Dollars ($XXX,XXX,XXX)

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

- Base Bid Amount: $X,XXX,XXX
- Alternates: $XX,XXX
- Owner’s Options/Voluntary Alternate: $XX,XXX
- CONTRACT SUM: $XX,XXX,XXX
SECTION 4 - PROGRESS PAYMENTS AND FINAL PAYMENT:

The Owner shall make Progress Payments and Final Payment on account of the Contract as provided in Sections 9.4 and 9.9, respectively, of the Standard General Conditions.

SECTION 5 - THE CONTRACT DOCUMENTS:

The Contract Documents form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The Contract Documents are enumerated in the Standard General Conditions, Section 1.1.14, and include without limitations:

- This Agreement;
- U-M Standard General Conditions Where the Owner has Retained the Services of a Contractor;
- U-M Special Conditions, if included in the bidding documents;
- Project Specifications dated MM/DD/YYYY;
- Project Drawings dated MM/DD/YYYY;
- Pre-Bid Addenda Nos. X, X, and X; and
- Post-Bid Addenda Nos. X, X, and X.

The Contractor’s signature on this Agreement indicates that the Contractor has read and will comply with the requirements of each of these documents.
The parties hereto have executed this Agreement the day and year first above written.

(FIRM NAME)                                      THE REGENTS OF THE UNIVERSITY OF MICHIGAN

Contractor                                      Owner

By ____________________________________________  By ____________________________________________
(Signature)                                       Kevin P. Hegarty
(Printed Name)                                  Executive Vice President and Chief Financial Officer
(Title)