



# Contract For Construction Of Project

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_

by and between Le Sueur County, hereinafter referred to as COUNTY, and (contractor name)

WITNESSETH:

That in consideration of the covenants and agreements herein contained, it is mutually agreed on as follows:

## **Work**

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
  1. **[Project Name]** which consists of **[short description of the Work]**.

2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located **[short description of the location of the Site]**.

(See payment itemized list)

#### **Contractor's Role**

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of Construction.
- B. Contractor shall abide by all local, state, and federal regulations and laws.
- C. Contractor shall be responsible for all utility locates and any coordination effort that may be involved at no additional cost to the project.

#### **Delays in Contractor's Progress**

- A. If County, Engineer, or anyone for whom County is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor may be entitled to an equitable adjustment in the Contract Times or Contract Price.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or its subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of County, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

**Payment**

- A. County shall pay Contractor, in accordance with the Contract Documents, the lump sum amount of \$[Contract Bid] for all Work.
- B. County shall pay Contractor, in accordance with the Contract Documents, at the following unit prices for each unit of Work completed:

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
<b>Total of all extended prices for Estimated Quantities of Work</b>					<b>\$</b>

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Count

**CHANGES IN THE WORK**

Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, County may, at any time or from time to time, order additions, deletions, or revisions in the Work.

Change Orders

- B. County and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in the Work which are: (a) ordered by County or (b) agreed to by the parties or (c) resulting from the Engineer’s decision, subject to the need for Engineer’s recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters

**(If Contractor is close to or reaches the bid price, Contractor will have to stop work until they get approval from County to continue.)**

**Contractor Representations**

A. Contractor makes the following representations when entering into this Contract:

1. Contractor has examined and carefully studied the Contract Documents.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

The Effective Date of the Contract is **[date to be inserted at the time of execution]**.

**County:**

**Contractor:**

\_\_\_\_\_  
*(typed or printed name of organization)*

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
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\_\_\_\_\_