

## CONSTRUCTION CONTRACT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20XX, by and between the **COUNTY OF MONTROSE, Colorado**, by and through its Board of County Commissioners (hereinafter called "Owner" or "County"), and \_\_\_\_\_, (hereinafter called "Contractor"), for the Construction Project known as:

The Owner's Representative (OR) is \_\_\_\_\_.

The Owner and Contractor agree as follows:

### ARTICLE 1 THE WORK:

The Contractor shall complete all the work on the \_\_\_\_\_ as specified in the Scope of Work included and also contained in the RFP attached hereto and incorporated herein. The Work is generally described as

\_\_\_\_\_.

### ARTICLE 2 TIME OF COMMENCEMENT AND COMPLETION:

- 2.1 The Work to be performed under this Contract shall be commenced upon receipt of a Notice to Proceed and completed by \_\_\_\_\_. Start date is anticipated to be on or about \_\_\_\_\_.
- 2.2 Except as otherwise required for the safety or protection of persons or the Work or property at the Work Site or adjacent thereto, all Work at the Site shall be performed between the hours of 7 AM and 5:30 PM, Monday through Friday, unless otherwise provided in writing by Owner or OR, such consent not to be unreasonably withheld.

### ARTICLE 3 CONTRACT AMOUNT AND BASIS:

The Owner shall pay the Contractor the amount of \$\_\_\_\_\_ for the satisfactory performance of the Work, subject to additions and deductions by Change Order as provided in the General Conditions, the following:

The unit price set forth on the Bid Schedule shall be the basis for the contract price. Payment at the unit price will be based on actual measured quantities in the Work, or planned quantities as stipulated in the Project Special Provisions, except where the unit is a lump sum, in which case payment will be based upon the lump sum price as stated.