

DRAFT AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«Union County, North Carolina »« »
«500 N. Main Street »
«Monroe, NC 28112 »
« »

and the Contractor:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

«Union County Progress Building Backup Generator »
«1407 Airport Road »
«Monroe, NC 28110 »

The Architect:
(Name, legal status, address and other information)

«Progressive Architecture Engineering, P.C. »« »
«1801 North Graham Street »
«Charlotte, NC 28206 »
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in [Article 9](#) of this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents [or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents](#), except as specifically indicated in the Contract Documents to be the responsibility of others. [Except as expressly provided for in the Contract Documents to the contrary, the Contractor at its sole cost, risk, and expense shall construct, equip, provide, purchase, pay for, and furnish all of the Work in accordance with the Contract Documents and governmental codes and regulations as they apply to performance of the Work.](#)

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ [« »] The date of this Agreement.

☒ [« X »] A date set forth in a notice to proceed issued by the Owner.

☐ [« »] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[☒] Not later than «One Hundred Ninety-Three» («193») calendar days from the date of commencement of the Work.

[☐] By the following date: « »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be «Four Hundred eighty-one thousand, eight hundred dollars» (\$ «481,800.00»), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

Unit prices are considered complete and include (i) all materials, equipment, labor, delivery, installation, overhead, and profit; and (ii) any other costs or expenses in connection with, or incidental to, the performance of that portion of the Work to which such unit prices apply.

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.5.1 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has relied on the Contractor's duty to achieve Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, the Owner and the Contractor agree as set forth in this Section 4.5.

§ 4.5.2 If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the amount of Five Hundred Dollars (\$500.00) per day, commencing upon the first day following expiration of the Contract Time and continuing until the date that the Contractor achieves Substantial Completion of the entire Work. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work.

§ 4.5.3 The Owner may deduct liquidated damages described in Subsection 4.5.2 from any unpaid amounts then or thereafter due the Contractor under the Contract Documents, as provided herein and otherwise in the Contract Documents. Any liquidated damages not so deducted from any unpaid amount due the Contractor shall be payable by the Contractor to the Owner together with interest from the date of the demand at the highest interest rate allowed by applicable law.

§ 4.5.4 Notwithstanding anything to the contrary in the Contract Documents, if the Owner is unable to recover any portion of liquidated damages in accordance with the terms and conditions of Section 4.5 because any portion of Section 4.5 is found to be unenforceable or invalid as a penalty or otherwise, then the Owner shall be entitled to recover from the Contractor all of the Owner's actual damages in connection with any failure by the Contractor to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, consequential damages. «—»

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« Notwithstanding anything herein to the contrary, the amount expended under this Contract shall not exceed the Contract Sum set forth in Section 4.1 without the execution of a Modification. »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « 5th » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « 15th » day of the « following » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « forty-five » (« 45 ») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold ~~the following amount, as retainage, from the payment otherwise due~~ retainage as set forth in Section 5.1.7:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« The Owner shall make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment as recommended by the Architect monthly. Until the Work is fifty percent (50%) completed, retainage will be five percent (5%) of any progress payment due to the Contractor. The Work shall be deemed fifty percent (50%) complete when the Contractor's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the Contract, except the value of materials stored on-site shall not exceed twenty percent (20%) of the Contractor's gross project invoices for the purpose of determining whether the Work is fifty percent (50%) complete. »

~~§ 5.1.7.1.1 The following items are not subject to retainage:~~

~~*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*~~

«»

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« When the Work is fifty percent (50%) complete, and if the Contractor continues to perform satisfactorily and any nonconforming Work identified and noticed prior to that time by the Architect or the Owner has been corrected by the Contractor and accepted by the Architect and the Owner, no further retainage shall be retained from progress payments due to the Contractor. However, following fifty percent (50%) completion of the Work, the Owner may withhold additional retainage from a subsequent progress payment, not to exceed five percent (5%) in order to allow the Owner to retain two and one-half percent (2.5%) total retainage through the completion of the Work. Subsequent to reducing retainage, the full retainage of payments authorized (up to five percent (5%) of each

subsequent progress payment application) may be reinstated if the Owner determines the Contractor's performance is unsatisfactory. »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

« The Owner may retain sufficient funds to secure completion of the Work or correction of any of the Work. If the Owner retain such funds, the amount retained shall not exceed two and one-half (2 ½) times the estimated value of the Work remaining to be completed or corrected. »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.10 Consent of the Surety shall be obtained before any retainage is paid by the Owner. Consent of the Surety, signed by an agent, must be accompanied by a certified copy of such agent's authority to act for the Surety.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30-45 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« 12 » % « per annum, or the minimum rate allowed by applicable law, if less, for such time as interest may accrue and no more. »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »

« »

« »

« »

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify)

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

« N/A (No termination fee) »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

« Chris Boyd, Director »

« Union County Facilities and Fleet Management »

1407 Airport Road

« Monroe, NC 28110 »

« »

« »

« »

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

« »

« »

« »

« »

« »

« »

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

~~§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:~~

~~(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)~~

↔

§ 8.7 Other provisions:

« The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

- (i) that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- (ii) that it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
- (iii) that it is authorized to do business in the State of North Carolina and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project, including, without limitation, a valid North Carolina general contractor's license;
- (iv) that its execution of this Contract and its performance thereof is within its duly authorized powers;
- (v) that its duly authorized representatives has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and
- (vi) that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendent of projects of the size, complexity, and nature of this Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance hereunder. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder. »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- ~~.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~
~~(Insert the date of the E203–2013 incorporated into this Agreement.)~~

↔

.5 Drawings

Number	Title	Date
TD001	Title Sheet	08-20-2025
S101	Overall Site Plan	08-20-2025
E001	Electrical Notes and Abbreviations	08-20-2025
EP101	Overall Electrical Plan	08-20-2025
E501	Electrical One-Line Diagrams	10-03-2025
E601	Electrical Panel Schedules	08-20-2025
P101	Overall Plumbing Plan	08-20-2025

.6 Specifications

Section	Title	Date	Pages
01 10 00	Summary	08-20-2025	03
01 23 00	Alternates	08-20-2025	01
01 26 00	Contract Modifications	08-20-2025	02
01 29 00	Payment Procedures	08-20-2025	03
01 31 00	Project Management and Coordination	08-20-2025	05
01 32 00	Construction Progress Documentation	08-20-2025	03
01 33 00	Submittal Procedures	08-20-2025	08
01 40 00	Quality Requirements	08-20-2025	06
01 42 00	References	08-20-2025	03
01 50 00	Temporary Facilities and Controls	08-20-2025	05
01 60 00	Product Requirements	08-20-2025	06
01 73 00	Execution	08-20-2025	05
01 73 29	Cutting and Patching	08-20-2025	03
01 74 19	Construction Waste Management	08-20-2025	04
01 77 00	Closeout Procedures	08-20-2025	04
01 78 23	Operation and Maintenance Data	08-20-2025	05
01 78 39	Record Documents	08-20-2025	03
01 79 00	Demonstration and Training	08-20-2025	02
02 41 13	Selective Site Demo	08-20-2025	04
23 05 53	Identification For HVAC Piping and Equipment	08-20-2025	02
23 11 23	Facility Natural-Gas Piping	08-20-2025	06
26 05 05	Selective Demolition For Electrical	08-20-2025	03
26 05 19	Low-Voltage Electrical Power Conductors and Cables	08-20-2025	08
26 05 26	Grounding and Bonding For Electrical Systems	08-20-2025	06
26 05 29	Hangers and Supports For Electrical Systems	08-20-2025	05
26 05 33.13	Conduit For Electrical Systems	08-20-2025	05
26 05 33.16	Boxes For Electrical Systems	08-20-2025	06
26 05 53	Identification For Electrical Systems	08-20-2025	05
26 05 73	Power System Studies	08-20-2025	06
26 05 83	Wiring Connections	08-20-2025	02
26 08 01	Electrical Inspection, Testing and Start-Up	08-20-2025	08
26 24 16	Panelboards	08-20-2025	05
26 27 26	Wiring Devices	08-20-2025	05
26 32 13	Engine Generators	08-20-2025	10
26 36 00	Transfer Switches	08-20-2025	07
26 43 00	Surge Protective Devices	08-20-2025	05
26 56 00	Exterior Lighting	08-20-2025	05
31 10 00	Site Clearing	08-20-2025	03
31 20 00	Earthwork	08-20-2025	11
31 25 00	Erosion Control	08-20-2025	05
32 12 16	Asphalt Pavement	08-20-2025	05
32 17 00	Pavement Markings, Signs and Specialties	08-20-2025	03
32 92 00	Lawns and Grasses	08-20-2025	06
32 93 00	Exterior Plants	08-20-2025	08

<u>33 10 00</u>	<u>Exterior Water Systems</u>	<u>08-20-2025</u>	<u>16</u>
<u>33 41 00</u>	<u>Storm Drainage</u>	<u>08-20-2025</u>	<u>05</u>

.7 Addenda, if any:

Number	Date	Pages
<u>Addenda 01</u>	<u>10.08.2025</u>	<u>8 Pages</u>

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[☐] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ ☐

[☐] The Sustainability Plan:

Title	Date	Pages

[☐] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« Performance Bond
Payment Bond
Notice to Proceed
Minority Participation Forms (Guidelines for Recruitment and Selection of Minority Businesses for Participation in Union County Construction Contracts, pages 1-13; Identification of HUB
Certified/Minority Business Participation Form; Affidavits A-D, if required by the terms thereof; and
Appendix E, MBE Documentation for Contract Payments »

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

☐ ☐ ☐

(Printed name and title)

CONTRACTOR (Signature)

☐ ☐ ☐

(Printed name and title)