

# CONTRACT AGREEMENT

Contract No. \_\_\_\_\_

*THIS AGREEMENT* made this \_\_\_\_ day of \_\_\_\_\_ in the year **Two Thousand and** \_\_\_\_\_,  
by and between

**Contractor Name**

**Address**

**City/State/Zip**

- ( ) a Corporation organized and existing under the laws of the State of Georgia,
- ( ) a Limited Liability Company organized and existing under the laws of the State of Georgia,
- ( ) a partnership consisting of \_\_\_\_\_,
- ( ) an individual trading as \_\_\_\_\_,

herein after called the "Contractor" and **The Housing Authority of the City of East Point; 3056 Norman Berry Drive; East Point, Georgia 30344** herein after called the "Housing Authority".

**WITNESSETH**, that the Contractor and the Housing Authority for the consideration stated herein mutually agree as follows:

## ARTICLE I. – STATEMENT OF WORK

The Contractor shall furnish all labor, materials, equipment and services, and perform and complete all work required for the construction and completion of:

**PROJECT NAME**

**Housing Authority of the City of East Point, Georgia**

**Bid/Contract No:** \_\_\_\_\_

in strict accordance with the Specifications/Scope of Work entitled: PROJECT NAME FACILITIES PROPOSAL DOCUMENTS dated \_\_\_\_\_ and applicable ADDENUM(S) dated \_\_\_\_\_ for the construction of PROJECT NAME at Public Housing Project No. GA078-\_\_\_\_ and the drawings referred to herein, all as prepared by the East Point Housing Authority, which said Specifications and Drawings (If Any) are incorporated herein by reference and made a part hereof.

## ARTICLE II. – THE CONTRACT PRICE

The Local Authority shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the specifications, the sum of:

\_\_\_\_\_ (Dollars) (\$ \_\_\_\_\_)

### **ARTICLE III.**

Contractor agrees that time is of the essence in the completion of the work in the time required by this contract and hereby waives any notice of putting in default for failure to complete on time.

The Contractor hereby agrees to commence work under this Contract on or before the dates to be specified in a written "Notice to Proceed" by the Housing Authority and to fully complete the work within the time specified in the Scope of work Manual. The Contractor further agrees to pay as liquidated damages, the sum of **\$100.00** for each consecutive calendar day of each delay thereafter as provided within the SCOPE OF WORK MANUAL and the GENERAL CONDITIONS.

### **ARTICLE IV. – CONTRACT DOCUMENTS**

The Contract shall consist of the following component parts:

- (a) This Instrument;
- (b) General Conditions; form HUD 5370EZ;
- (c) Specifications/Scope of Work;
- (d) Addenda as Issued;
- (e) Drawings (if any);
- (f) Change Orders as Issued;
- (g) The Completed Bid/Proposal Form with attachments; and
- (h) The Original Proposal Documents dated \_\_\_\_\_.

This instrument, together with the other documents enumerated in this Article IV, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article IV shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

**IN WITNESS WHEREOF**, the parties hereto have caused this Instrument to be executed in three (3) original counterparts the day and year first above written.

\_\_\_\_\_  
Signature: (Name)

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address  
\_\_\_\_\_

**EAST POINT HOUSING AUTHORITY**

**ATTEST:**

\_\_\_\_\_  
**Michael Spann**, Executive Director  
3056 Norman Berry Drive  
East Point, Georgia 30344

Contract No. \_\_\_\_\_  
Housing Authority

\_\_\_\_\_  
East Point CA/2