

# Form of Agreement

PROJECT NO:

LOCATION :

CONTRACT:

THIS AGREEMENT, made this \_\_\_ th day of \_\_\_\_\_ in the year 20\_\_\_\_\_,  
by and between \_\_\_\_\_, a company organized and existing  
under the laws of the State of South Carolina; hereinafter called the “Contractor”, and the  
Housing Authority of the City of Columbia hereafter called the “Local Authority”;  
WITNESSETH, that the “Contractor”, and the Local Authority for the consideration  
stated herein mutually agree as follows:

## **ARTICLE 1 – STATEMENT OF WORK**

The Contractor shall furnish materials, labor, equipment and services required to fully execute the  
work set forth in their bid proposal received on \_\_\_\_\_ and the requirements outlined in  
the attached Project Description and Specifications for the work known as the \_\_\_\_\_  
\_\_\_\_\_. Work shall be completed in a workman like manner and per  
specifications. Liability insurance and performance and payment bond shall be furnished prior to  
starting work. Contractor’s work will be done exercising the best practices with the trade and he  
shall leave premises clean from all debris resulting from his work. Said documents described  
above are incorporated by reference into the Agreement and made a part thereof.

## **ARTICLE 2 – THE CONTRACT PRICE**

The Local Authority shall pay the Contractor for the performance of the Contractor in current  
funds, subject to additions and deductions approved by the Local Authority, the total sum of  
\$ \_\_\_\_\_ ( \_\_\_\_\_ dollars).

Payment shall be made in the following manner and in accordance with the schedule set forth

below:

For work completed and approved, payment shall be made once every 30 days except for 10% retainage, which will be payable at project completion and upon receipt of all required documentation.

**ARTICLE 3 – CONTRACT DOCUMENTS**

The Contract shall consist of the following component parts:

- a) This Form of Agreement, dated: \_\_\_\_\_
- b) Project Manual, dated: \_\_\_\_\_.
- c) Drawings, dated: \_\_\_\_\_.
- d) Contractors Bid Proposal, received: \_\_\_\_\_.
- e) Wage Rate Determination dated: \_\_\_\_\_.

THIS AGREEMENT, together with the appropriate documents identified above, is as fully a part of the total Contract as if hereto attached or herein repeated. It is understood and agreed that the contracting parties are familiar with all documents and the requirements contained herein as witnessed by their affixed signatures.

**ARTICLE 4- TIME FOR COMPLETION**

The work shall be commenced at the time Written Notice to Proceed to the Contractor. The project shall be completed in      calendar days from the starting date stipulated in the executed Notice to Proceed. Liquidated damages will be assessed at the rate of \$\_\_\_\_\_ per day for each day beyond the stated Contract time.

**THE HOUSING AUTHORITY OT THE CITY OF COLUMBIA**

**CONTRACTOR**

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
(signature)

NAME: Gilbert Walker

NAME: \_\_\_\_\_  
(print)

TITLE: EXECUTIVE DIRECTOR

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_