**CONTRACTOR’S AGREEMENT**

This Contractor’s Agreement is made and entered into on Click here to enter a date, by and between DFCM and the following Contractor:

Contractor’s Name

Contractor’s Address

City, State, Zip

1. **Project Information:**

Project Name

Agency

Location

1. **Contractor’s Work:**

Contractor’s Work shall be as follows or shall be as set forth on the referenced Exhibit attached hereto and incorporated herein, as such Work may be modified by a Modification pursuant to the [General Conditions](https://dfcm.utah.gov/construction-management/#documents): The scope of Work is as documented in the Solicitation for Construction Services entitled Name of U3P solicitation, U3P Event #Event # and dated Click here to enter a date.

1. **Contract Documents:**

The Contract Documents consist of this Contractor’s Agreement, the [General Conditions](https://dfcm.utah.gov/construction-management/#documents), applicable Supplemental Conditions, authorized Supplementary Conditions, other Contract Documents identified in the [General Conditions](https://dfcm.utah.gov/construction-management/#documents) and all Drawings, Specifications and Addenda, in addition to the **Solicitation for Construction Services and all award documents attached hereto.**

1. **Contract Time:**

Contractor shall commence the Work on the date of the Notice to Proceed or as agreed to with DFCM and Substantially Complete the Work by the Click here to enter a date as the Contract Time may be modified by Change Order or Construction Change Directive. Contractor shall pay DFCM liquidated damages in the amount of $Numeric amount of liquidated damages for each day that Contractor fails to Substantially Complete the Work after the date established for Substantial Completion as provided in the [General Conditions](https://dfcm.utah.gov/construction-management/#documents).

1. **Compensation:**

DFCM shall pay Contractor for the Contractor’s Work the Contract Price of Text value of contract ($Numeric value of contract) which includes the base bid and additive alternate(s) List add alt numbers or delete this field, as such Contract Price may be modified by Change Order or Construction Change Directive. DFCM will make progress payments as required by Utah Code § 15-6-2 for properly completed Work, subject to retention of five percent (5%) which retention shall be paid to Contractor as required by Utah Code § 13-8-5. Any payment of undisputed amounts not paid to Contractor as required by Utah Code § 15-6-2 shall bear interest as provided in Utah Code § 15-6-3.

1. **DFCM General Conditions:**

The [DFCM General Conditions](https://dfcm.utah.gov/construction-management/#documents) dated August 03, 2020 and all applicable Supplemental General Conditions available on the [DFCM website](file:///C%3A%5CUsers%5CJrafferty%5CDownloads%5Cdfcm.utah.gov), are hereby incorporated by reference as part of this Contractor’s Agreement. All capitalized terms used in this Contractor’s Agreement shall be as defined in the [General Conditions](https://dfcm.utah.gov/construction-management/#documents).

1. **Public Contract Requirements:**

In accordance with Utah Code § 63G-27-201, unless this Agreement is for a total value of less than $100,000 or Contractor has fewer than 10 full time employees or this Agreement is otherwise exempt under Utah Code § 63G-27-201: (1) the Contractor certifies that the Contractor is not currently engaged in a boycott of the State of Israel or an economic boycott as that term is defined in Utah Code § 63G-27-102; (2) the Contractor agrees not to engage in a boycott of the State of Israel during the duration of this Agreement; (3) the Contractor shall notify DFCM if the Contractor begins engaging in an economic boycott; and (4) Contractor acknowledges and agrees that the Contractor’s notice under clause (3) of this Section 2.2.7 may be grounds for termination of this Agreement by DFCM for cause.

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| --- | --- |
| **Contractor:** | **DFCM:** |
|  | \*/S/DFCM Approved for Expenditure\*/S/Division of FinanceApproved as to Availability of Funds\*/S/ Pat Gillins – DFCM Finance Program Manager |
| *(Signature)* |
| *(Title)* |
|  | \*Electronic signatures for this contract are effective when the AIM Status History page is provided along with the Notice to Proceed letter. The AIM Status Page identifies the State Signatures. |