

AGREEMENT

This Agreement, made the _____ day of _____ 2007, by and between the Slidell Housing Authority, hereinafter called the "OWNER," and

_____ hereinafter called the "CONTRACTOR;"

WITNESSETH:

That whereas the OWNER intends to install site work improvements where indicated at the _____, hereinafter called the PROJECT, in accordance with the Contract Documents prepared by DAMMON ENGINEERING INC. Now, therefore, the parties of these presents, each in consideration of the Agreement on the part and behalf of the other herein contained, have mutually agreed, and hereby mutually agree, the OWNER, for itself and its successors, and the Contractor for itself and its successors and assigns, as follows:

1. The Contractor agrees to furnish all the necessary labor, materials, equipment, tools, and services to perform and complete in a workmanlike manner and in strict and full accord with the specifications prepared by the Owner and attached hereto, all work required for the construction of the PROJECT, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract, including the following Addenda:

Addendum No.	Dated
_____	_____
_____	_____
_____	_____
_____	_____

2. The CONTRACTOR agrees that Work under this Agreement shall be commenced upon receipt of written Notice to Proceed, and shall complete all concrete and landscaping work within ____ calendar days of the commencement of the Contract Time from the date established in the Notice to Proceed.
3. The CONTRACTOR agrees to bind every subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relations between any subcontractor and the OWNER.
4. The OWNER agrees to pay and the CONTRACTOR agrees to accept as full compensation for the complete performance of the Contract, the amount of:

_____ Dollars _____

- D. The CONTRACTOR agrees to comply with all the Federal, State, Municipal Laws, Ordinances, and Regulations which may in any way affect the work.
8. The OWNER may withhold from the CONTRACTOR so much of payments due him as may in the judgment of the OWNER be necessary:
- A. To assure the payment of just claims then due and unpaid of any person supplying labor or materials for the Work.
 - B. To protect the OWNER from loss due to defective work not remedied.
 - C. To protect the OWNER from loss due to injury to persons or damage to property caused by the act or neglect of the CONTRACTOR.
9. The foregoing provisions shall be construed solely for the benefit of the OWNER and shall not require the OWNER to determine or adjust any claims or disputes between the CONTRACTOR and his Subcontractors or material men, or to withhold any moneys for their protection unless the OWNER elects to do so. The failure or refusal of the OWNER to withhold any moneys from the CONTRACTOR shall in no way impair the obligations of any surety or sureties under any bonds furnished under this Contract.
10. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the OWNER and the CONTRACTOR respectively and his partners, successors, assigns, and legal representatives. Neither the OWNER nor the CONTRACTOR shall have the right to assign, transfer, or sublet his interests or obligations hereunder without written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, the day and year first above written.

SLIDELL HOUSING AUTHORITY

CONTRACTOR

BY

BY

TITLE

TITLE

BUSINESS ADDRESS

CITY

STATE