

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between CITY OF CROSSVILLE, herein called "Owner", acting herein through its designated representative, and

John T. Hall Construction, Inc.

STRIKE OUT (a corporation) ~~(a partnership)~~
INAPPLICABLE ~~(an individual doing business as _____)~~
TERMS
of Sparta, County of White, and State of Tennessee, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows: WATER TANK SITE IMPROVEMENTS, hereinafter called "the project",

for the sum of **Three hundred twenty-four thousand, eight hundred & fifty dollars & no cents (\$324.850.00)**

and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at their own property cost and expense to furnish all the materials , supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the Contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by City of Crossville – Engineering & Planning Department, herein entitled "the Architect/Engineer", and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within **180** consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of **\$500** for each consecutive calendar day thereafter as hereinafter provided in of the Supplemental General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided, "Payments to Contractor", of the Supplemental General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

ATTEST:

(City Clerk)

(Seal)

(Secretary)

(Witness)

CITY OF CROSSVILLE
(Owner)

By: _____

(Mayor)

John T. Hall Construction
(Contractor)

By: _____

(Title)

John T. Hall Construction, Inc.
PO Box 960
Sparta, Tn 38583

NOTE: If contractor is a corporation