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Document **105**

Standard Form of agreement between Owner and Contractor (for a Small Job)

where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the _____ day of _____
in the year _____

BETWEEN the Owner:

and the Contractor:

the Project is:

the Architect is:

The Owner and the Contractor agree as follows.

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ARTICLE 1

Engagement of the Contractor by Owner

1.1 Engagement of the Contractor by Owner. Owner hereby contracts with the Contractor to provide the labor, services, and/or materials to perform the construction work described on the drawings appended hereto and made a part hereof by reference, upon that certain real property located at [redacted] and more commonly known as (hereinafter "Subject Property"), as more particularly set forth in the attached "Exhibit A".

ARTICLE 2

Scope of Work

2.1 Scope of Work. Contractor will furnish all specifications, labor, equipment, materials, and building permits, sales taxes, hoisting, transportation, supervision, coordination, communication, and storage in a workmanlike manner for the work described upon "Exhibit A" attached hereto, which is made a part hereof by reference.

ARTICLE 3

Contract, Drawings, and Specifications

3.1 Contract, Drawings, and Specifications. The work upon the Subject Property will be performed in accordance with drawings and specifications provided by Owner, which drawings and specifications are made a part of this Construction Agreement. This Construction Agreement and the drawings and specifications incorporated hereby are intended to supplement each other. In case of conflict, however, the drawings shall control the drawings, and the provisions of this Construction Agreement shall control.

ARTICLE 4

Time for Commencement Work

4.1 Time for Commencement Work. Within 30 days after the effective date that is stated in this Construction Agreement, Owner will have the jobsite ready for commencement of the work to be performed by the Contractor specified hereinabove, and shall give Contractor written notice of such work. Contractor shall commence work within 30 days after such notice or within 30 days after receipt of all necessary governmental approvals and permits, whichever date shall last occur.

ARTICLE 5

Building Permits, Charges, and Exactions

5.1 Building Permits, Charges, and Exactions. Contractor will provide and pay for all necessary building permits. Contractor shall not be responsible for any bonds, assessments, hookup fees, taxes, or exactions of any utilities, public agencies, or governments other than herein provided.



ARTICLE 6
Labor and Material

6.1 Labor and Material. Contractor shall pay all valid charges for labor and material incurred and used in the work hereinabove specified.

ARTICLE 7
Contract Price and Payment Thereof

7.1 Contract Price and Payment Thereof. For all services performed by Contractor on the Project, the Owner will pay Contractor the total contract price of (\$ _____

This contract price will be payable by Owner in strict accordance with the payment schedule hereto which is hereto as "Exhibit B" incorporated herein by reference.

ARTICLE 8
Construction Financing

8.1 Construction Financing. If payment of the contract price is to be made by Owner through a construction lender, Owner hereby represents, affirms, and covenants that the construction lender is sufficient to pay the contract price and that Owner shall take all acts necessary to expedite payment from the construction lender. Owner hereby irrevocably authorizes the construction lender to make payment of the contract price directly to The Contractor.


ARTICLE 9
Extra Work & Deviations from Original Contract Work

9.1 Extra Work & Deviations from Original Contract Work. Should Owner, construction manager, if any, or any public or governmental agency or inspector direct any deletion from, modification of, or addition to the work as hereinabove specified, the costs of such deletion(s), modification(s) or addition(s) shall be added to or deducted from the contract price, as hereinabove defined, in the circumstances dictate. Any and all deletions from, modifications of, or additions to the scope of work prescribed by this Construction Agreement together with the adjustment to contract price made or otherwise memorialized in a writing signed by Owner and Contractor prior to the commencement of the obligation of whatsoever kind or character on the part of the Contractor to recognize, honor, and pay for such changes.



ARTICLE 10
Allowances

10.1 Allowances. If the contract price, as hereinabove defined, includes allowances of any kind or character, and the cost of performing the work covered by an allowance is either greater or less than the allowance, then this Construction Agreement shall be increased or decreased

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Unless otherwise requested by Owner in writing, Contractor shall use its judgment in accordance with the terms of the Contract. If work covered by an allowance is not completed within the allowance period, the Contractor shall be responsible for the cost of the work in excess of the allowance. If Owner requests that work covered by an allowance be completed within the allowance period, the Contractor shall be responsible for the cost of the work in excess of the allowance. If the cost of the work in excess of the allowance exceeds the allowance, the Contractor shall be responsible for the cost of the work in excess of the allowance. If the cost of the work in excess of the allowance is less than the allowance, the Contractor shall be responsible for the cost of the work in excess of the allowance. If the cost of the work in excess of the allowance is equal to the allowance, the Contractor shall be responsible for the cost of the work in excess of the allowance. If the cost of the work in excess of the allowance is greater than the allowance, the Contractor shall be responsible for the cost of the work in excess of the allowance. If the cost of the work in excess of the allowance is less than the allowance, the Contractor shall be responsible for the cost of the work in excess of the allowance. If the cost of the work in excess of the allowance is equal to the allowance, the Contractor shall be responsible for the cost of the work in excess of the allowance. If the cost of the work in excess of the allowance is greater than the allowance, the Contractor shall be responsible for the cost of the work in excess of the allowance.

ARTICLE 11

Insurance by Owner

11.1 Insurance by Owner: Owner will procure at its own expense and before commencement of the work hereunder an "all risk" insurance policy with course of construction, theft, vandalism and malicious mischief endorsements attached, the insurance to be in a sum at least equal to the contract price, as hereinabove defined. The insurance shall name Contractor and its subcontractors as additional insureds and shall be written to protect Owner, Contractor, and subcontractors who may appear. Should Owner fail to procure such insurance, Contractor may do so at the expense of Owner but is not required to do so. Owner and Contractor waive rights of subrogation against each other to the extent that any loss is covered by valid and collectible insurance. If the Subject Property is damaged by accident, disaster, or other calamity such as fire, storm, flood, landslide, subsidence, or earthquake, work done by Contractor in rebuilding or restoring the Subject Property to its original condition, such destruction or damage shall be paid for by Owner and regarded by all parties as extra work under the terms of ¶10 above.

ARTICLE 12

Remedies Upon Default by Owner

12.1 Remedies Upon Default by Owner. In the event Owner should default in any of its obligations under this Construction Agreement, Contractor shall be entitled, at its sole discretion, to terminate this Construction Agreement as terminated and thereafter institute legal proceedings to recover its damages as permitted by law. If, after executing this Construction Agreement, Owner refuses to permit Contractor to proceed with the Construction work prescribed herein, Owner acknowledges that Contractor would suffer damages including the loss of profit which Contractor would have realized upon full performance of this Construction Agreement. It would be difficult to determine the amount of damages in such an eventuality, and it is therefore agreed that in such event Owner will pay Contractor as liquidated damages a sum equal to thirty percent of the contract price as hereinabove defined.

ARTICLE 13

Delay

13.1 Delay. Contractor shall be not be liable to Owner or any person, corporation, partnership, or other legal entity claiming by, through, or under Owner for any delays in completion of the Construction Agreement regardless of the cause, source, or nature of such delays.

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ARTICLE 14
Concealed Conditions

14.1 *Concealed Conditions.* If Contractor should encounter concealed conditions that were not reasonably anticipated by Contractor at the time of execution of this Construction Agreement, Contractor shall bring the existence and nature of such concealed conditions to the attention of Owner. If such concealed conditions prevent, preclude, or obstruct performance by Contractor of the work prescribed, or burden the scope of work as herein defined by requiring additional work by Contractor to address, correct, and/or rectify such concealed defects, then the scope of work and compensation as hereinabove defined shall be adjusted in accordance with ¶10 to account for all courses of action necessary to address, correct, and/or rectify such concealed conditions.

ARTICLE 15
Hazardous Conditions and Materials

15.1 *Hazardous Conditions and Materials.* Owner hereby warrants that all required inspections have been performed to ascertain the existence of or presence upon the Subject Property of any hazardous conditions or materials, including without limitation asbestos and radon gas, and Owner hereby agrees to indemnify and hold Contractor harmless from any and all liability for the same. Contractor hereby acknowledges that Contractor has paid valuable consideration of \$500,000, the sufficiency of which are hereby acknowledged by Owner, in exchange for Owner's agreement to the Contractor as herein expressed.

ARTICLE 16
Clean Up

16.1 *Clean Up.* It shall be Contractor's responsibility at regular and appropriate intervals after the completion of the work herein prescribed to clean up the jobsite and remove debris and surplus materials.

ARTICLE 17
Attorney's Fees

17.1 *Attorney's Fees.* In the event that any proceedings of a judicial or quasi-judicial nature are instituted against any party to this Construction Agreement to secure performance of any of the obligations herein, the prevailing party in such a proceeding shall be entitled to recover, in addition to all other costs, its reasonable attorney's fees.

ARTICLE 18
Governing Law

18.1 *Governing Law.* This Construction Agreement shall in all respects be governed by the law of the State of Florida. Should any provision of this Construction Agreement be held void or voidable by decision of any court or act of any legislative or quasi-legislative body, then such provision shall be regarded as automatically amended to comply with such decision in the manner most favorable to Contractor.



ARTICLE 19
Completeness of Agreement

19.1 *Completeness of Agreement.* This Construction Agreement comprises the sole, exclusive, covenants, and stipulations to which the parties agree. No other terms, conditions, other documents, comments, representations, negotiations, statements, or other communications not specifically referred to herein shall be deemed to have survived execution hereof.

ARTICLE 20
Modification

20.1 *Modification.* With respect to all matters not governed by Article 19 hereof, this Construction Agreement may not be modified except by separate written instrument executed by Owner and Contractor.

ARTICLE 21
Effective Date

21.1 *Effective Date.* This Construction Agreement shall become effective, binding, and enforceable as against all parties upon the last date of execution by any such party.



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Owner

(Signature)

(Print Name and Title, and Address)

Contractor

(Signature)

(Print Name and Title, and Address)

License No. _____

Jurisdiction _____



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EXHIBIT "A"

(Description of Work)

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EXHIBIT "B"

(Payment Schedule - Any Payment Application may be attached)

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