

Agreement Between: **Owner and Contractor**

Contract Type: **where the basis of payment is the Cost of Work Plus a fee with no Guaranteed Max Price**

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Document No. **OCCP114**

**Contract Agreement Date:**

**BETWEEN** the Owner

*(Name, address and other information)*

and the Contractor

*(Name, address and other information)*

The Project is *(Name and address)*

The Architect is:

*(Name, address and other information)*

The Owner and Contractor agree as follows.

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#### **ARTICLE 1 THE CONTRACT DOCUMENTS**

**1.1** The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. These listed form the Contract and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 15. If anything in the other Contract Documents is inconsistent with this Agreement, this Agreement shall govern.

#### **ARTICLE 2 THE WORK OF THIS CONTRACT**

**2.1** The Contractor shall execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

#### **ARTICLE 3 RELATIONSHIP OF THE PARTIES**

**3.1** The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

#### **ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**4.1** The date of commencement of the Work shall be the date of this Agreement, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement, or if applicable, state that the date will be fixed in a notice to proceed.)*

**4.2** The Contract Time shall be measured from the date of commencement.

**4.3** The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement or as follows:

*(Insert the number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)*

, subject to adjustments of this Contract Time as provided in Subparagraph 6.2.4.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)*

#### **ARTICLE 5 CONTRACT SUM**

**5.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the actual Cost of the Work as defined in Article 7 plus the Contractor's Fee.

**5.2** The Contractor's Fee is:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee, and describe the method of adjustment of the Contractor's Fee for changes in the Work.)*