

Agreement Between: **Owner and Contractor**

Contract Type: **Small Project where Payment is a Stipulated Sum**

Document No. **OCSP105**

Page 1 of 5

This AGREEMENT is made:
(Date)

BETWEEN the Owner:

a

DEMO Version

and the Contractor:

To Order Call 1-800-803-1315
test company

or go online to

www.pemsoftware.com

for the following Project:

A

The Architect is:

The Owner and Contractor agree as follows.

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the project. The Contract Documents consist of:

- .1 this Agreement signed by the Owner and Contractor;
- .2 Document GCC205 Document, General Conditions of the Contract for Construction of a Small Project, current edition;
- .3 the Drawings and Specifications prepared by the Architect, dated
and enumerated as follows:

Drawings:

DEMO Version

To Order Call 1-800-803-1315

Specifications:

or go online to

www.pemsoftware.com

.4 addenda prepared by the Architect as follows:

- .5 written change orders or orders for minor changes in the Work issued after execution of this Agreement; and
- .6 other documents, if any, identified as follows:

ARTICLE 2

DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE

The date of commencement shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work not later than subject to adjustment by Change Order.

(Insert the date or number of calendar days after the date commencement.)

**ARTICLE 2
CONTRACT SUM**

3.1 Subject to additions and deductions by Change Order, the Contract Sum is.

DEMO Version

To Order Call 1-800-803-1315

or go online to

3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:

www.pemsoftware.com

Portion of Work

Value

3.3 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

**ARTICLE 4
PAYMENT**

4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor as follows:

(Here insert payment procedures and provisions for retainage, if any)

DEMO Version

4.2 Payments due and unpaid under the Contract documents shall bear interest from the date payment is due at the rate of _____, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Usury and requirements under the Federal Truth in Lending Act, state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision.)

To Order Call 1-800-803-1315

or go online to

www.pemsoftware.com

**ARTICLE 5
INSURANCE**

5.1 The Contractor shall provide Contractor's Liability and other Insurance as follows:

(Insert specific insurance required by the Owner.)

5.2 The Owner shall provide Owner's Liability and Owner's Property insurance as follows:

(Insert specific insurance furnished by the Owner.)

5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Paragraph 3.12 of Document GCC205, General Conditions of the Contract for Construction of Small Projects.

5.4 Certificates of insurance shall be provided by each party showing their respective coverages prior to commencement of the Work.

Agreement Between: **Owner and Contractor**

Contract Type: **Small Project where Payment is a Stipulated Sum**

Document No. **OCSP105**

Page 5 of 5

ARTICLE 6

OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

DEMO Version

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

To Order Call 1-800-803-1315

or go online to

www.pemsoftware.com

OWNER

(Signature)

CONTRACTOR

(Signature)

**LICENSE NO.
JURISDICTION**