

Agreement Between: **Owner and Contractor**

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

Document No. **OCSP105**

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This AGREEMENT is made:
(Date)

BETWEEN the Owner:

Sallie Jones
P.O. BOX
WILKES-BARRE, PA 18773

and the Contractor:

*Test PEM Software Systems
P.O. Box 217
Clayton, NC 27528

for the following Project:

ADSFAScopy#2

The Architect is:

The Owner and Contractor agree as follows.

SAMPLE VERSION

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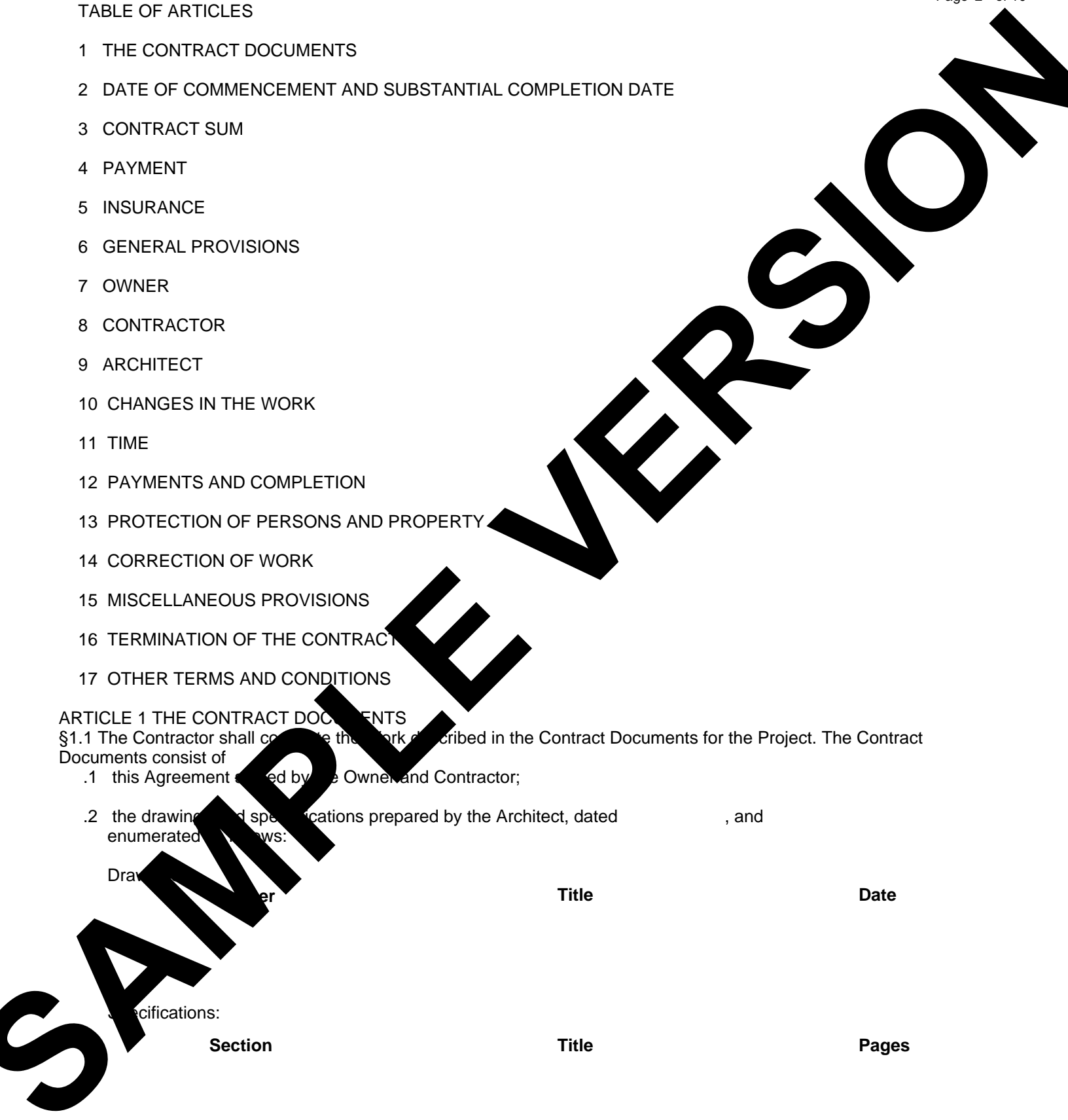
ARTICLE 1 THE CONTRACT DOCUMENTS

§1.1 The Contractor shall complete the work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement entered into by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated _____, and enumerated as follows:

| | | |
|-------------|-------|------|
| Drawing No. | Title | Date |
|-------------|-------|------|

| | | |
|-----------------|-------|-------|
| Specifications: | Title | Pages |
| Section | | |



.3 addenda prepared by the Architect as follows:

Number

Date

Pages

.4 written orders for changes in the Work issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than () calendar days from the date of commencement, subject to adjustments as provided in Article 10 and 11. (Insert the date of commencement, if it differs from the date of this Agreement.)

ARTICLE 3 CONTRACT SUM

§3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

§3.2 For purposes of payment, the Contract Sum shall be divided into the following values related to portions of the Work: (Itemize the Contract Sum among the major portions of the Work.)

Portion of Work

Value

§3.3 Unit prices, if any, are as follows:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

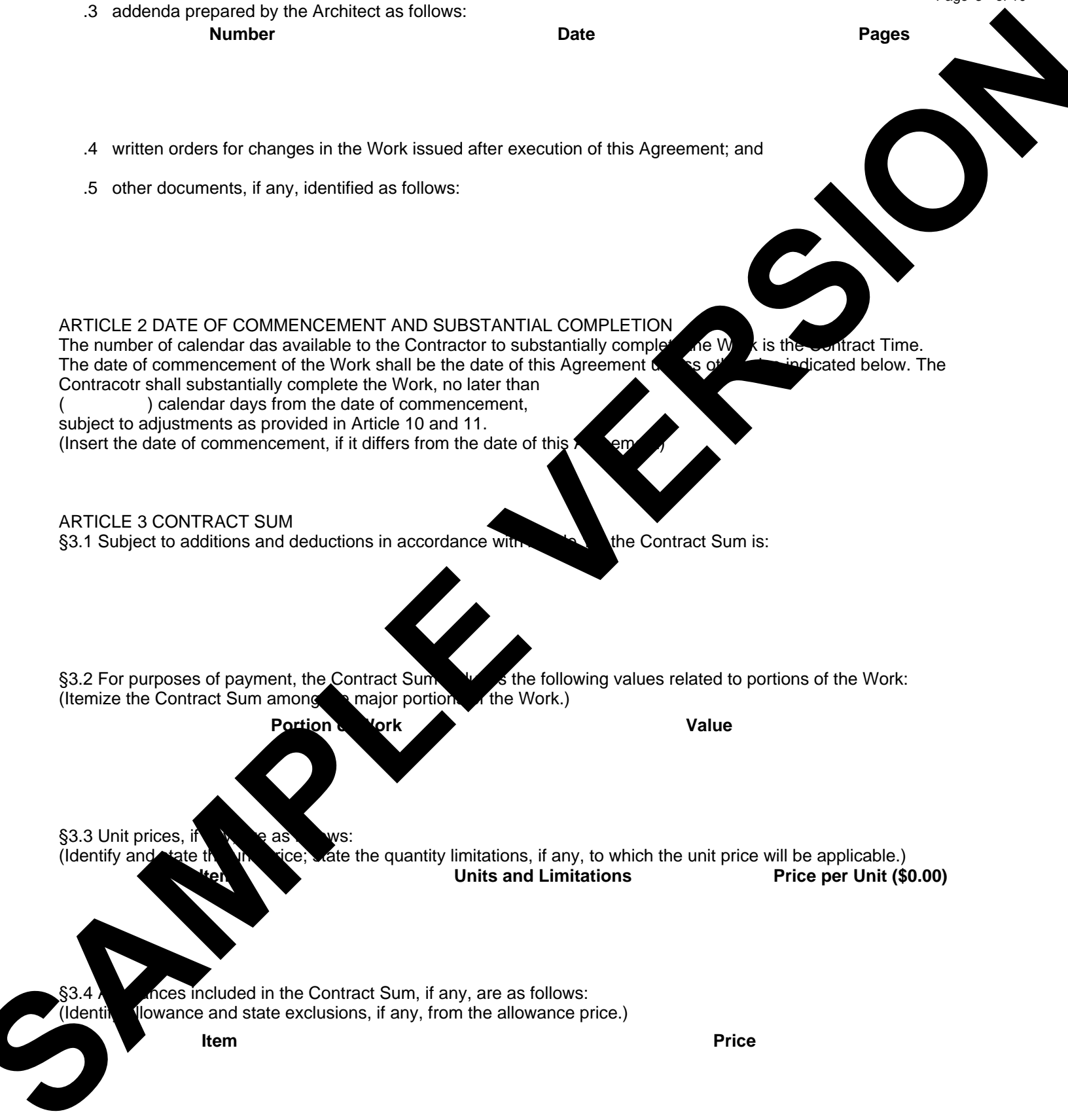
Price per Unit (\$0.00)

§3.4 Allowances included in the Contract Sum, if any, are as follows:

(Identify the allowance and state exclusions, if any, from the allowance price.)

Item

Price



§3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(State the numbers or other identifications of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§3.6 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, in accordance with Article 12, as follows:

(Insert below timing for payments, and provisions for withholding retainage, if any.)

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

ARTICLE 5 INSURANCE

§5.1 The Contractor shall provide Contractor's general liability and other insurance as follows:

(Insert specific insurance requirements and limits.)

| Type of Insurance | Limit of Liability (\$0.00) |
|-------------------|-----------------------------|
|-------------------|-----------------------------|

§5.2 The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds paid to a loss for damage to the Work covered by the Owner's property insurance.

§5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 5.12.

§5.4 Each party shall provide certificates of insurance showing their respective coverages prior to commencement of the Work.

§5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all claims against (1) each other and any of their subcontractor's suppliers, agents and employees, each of the other; and (2) the Architect, Architect's consultants and any of their agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

ARTICLE 6 GENERAL PROVISIONS

§6.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations and agreements, either written or oral. The Contract may be amended or modified only by written