

# Agreement Between Owner and Contractor

Diocese of Covington



THIS AGREEMENT is made as of the \_\_\_\_\_ Day of \_\_\_\_\_ in the year of \_\_\_\_\_.

THE OWNER: Most Reverend Roger J. Foy, D.D.  
Bishop of the Diocese of Covington

A CORPORATION SOLE  
1125 Madison Avenue  
Covington, KY 41011

FOR AND ON BEHALF OF: \_\_\_\_\_  
Parish / School / Diocesan Institution

AND

CONTRACTOR: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

ARCHITECT: \_\_\_\_\_

The Owner and Contractor agree as set forth below.

## ARTICLE I

### THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and the other documents described in Article 8 hereof. These documents form the Contract and are as fully a part of the Agreement as if attached to this Agreement or repeated herein. This Agreement represents the entire and integrated agreement between the parties hereto and super-

sedes prior negotiations, representations or agreements, either written or oral.

## ARTICLE 2

### THE WORK OF THIS CONTRACT

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

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## ARTICLE 3

### DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**3.1** The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, 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.

**3.2** Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five (5) days before commencing the Work.

**3.3** The Contractor shall achieve Substantial Completion of the entire Work not later than \_\_\_\_\_ subject to adjustments of this Contract Time as provided in the Contract Documents.

## ARTICLE 4

### CONTRACT SUM

**4.1** The Owner shall pay the Contractor in current funds for the contractor's performance of the Contract the Contract Sum of \$ \_\_\_\_\_ subject to additions and deductions as provided in the Contract Documents.

**4.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner.  
\_\_\_\_\_

**4.3** Unit prices, if any, are as follows: \_\_\_\_\_

## ARTICLE 5

### APPLICATIONS FOR PAYMENT

**5.1** At the first weekly job site meeting of the month, the Contractor shall provide the Owner for review (a) an Application for Payment, including the Contractor's sworn statement of value of the work for which payment is sought, indicating the percentage of completion of the Work as of the end of the period covered by the Application for Payment, and the Contractor's waiver of lien, using a form required by the Owner and covering work for the preceding month for which the Contractor seeks payment and (b) waivers of lien for each of its subcontractors and sub-subcontractors of any tier, including waivers of lien of any material man, for all of the work of those subcontractors and sub-subcontractors paid for by the Owner pursuant to prior Applications for Payment.

**5.2** Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the Contract Price among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect or Owner may require. The Schedule of Values, unless objected to by the Architect or Owner, shall be used as the basis for reviewing each Application for Payment.

**5.3** Within (7) seven days of receipt of the Application for Payment, the Owner shall either issue its Certificate for Payment for such amount as the Architect and Owner shall determine is properly due or notify the Contractor in writing of the Owner's reasons for withholding certification in whole or in part as provided in Paragraph 9.5.1 of the General Conditions.

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**5.4** The Owner shall pay the Contractor no later than thirty (30) days of receipt by the Owner of the Application for Payment that portion of the amount sought by the Application for Payment which the Owner determines in its sole discretion to be properly due, subject the Contractor's compliance with the provisions of this Article and the other requirements of the Contract Documents, less a deduction of ten percent from the amount approved for payment by the Owner.

**5.5** Subject to the other provisions of the Contract Documents, the Owner shall make final payment to the Contractor of all unpaid amounts of the Contract Price no later than thirty (30) days following the issuance of the Architect's or Owner's final Certificate for Payment.

## ARTICLE 6

### MISCELLANEOUS PROVISIONS

**6.1** Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**6.2** Contractor's obligations and undertakings pursuant to Paragraph 11.1 and Article 12 of the General Conditions, shall survive any termination of the Contract or any suspension of the Work.

**6.3** The Architect shall provide to the Contractor all necessary reproductions, drawings and specifications for bidding or for construction at no additional cost to the Contractor.

**6.4** The Contractor shall furnish to the Owner a copy of the certificate of insurance required by Article 11 of the General Conditions as an attachment to the copy of this Agreement executed by it at the time of delivery of the executed copy to the Owner.

## ARTICLE 7

### TERMINATION OR SUSPENSION

**7.1** The contract may be terminated by the Owner or the Contractor as provided in Article 13 of the General Conditions.

**7.2** The Work may be suspended by the Owner as provided in Article 13 of the General Conditions.

## ARTICLE 8

### ENUMERATION OF CONTRACT DOCUMENTS

**8.1** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

**8.1.1** General Conditions are the General Conditions of the Contract for Construction for the Diocese of Covington current edition.

**8.1.2** The Supplementary and other Conditions of the Contract are those contained in the Project Manual and as follows:

Document Title Pages: \_\_\_\_\_

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**8.1.3** The Specifications are those contained in the Project Manual are as follows:

Section Title Pages: \_\_\_\_\_

**8.1.4** The Drawings are as follows, and are dated unless a different date is shown below.

Number Title Date: \_\_\_\_\_

**8.1.5** Addenda, if any, are as follows:

Number Date Pages: \_\_\_\_\_

**8.1.6** Other documents, if any, forming part of the Contract Documents are as follows:

\_\_\_\_\_

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

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Most Reverend Roger J. Foys, D.D.  
Bishop of the Diocese of Covington

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title