

# Standard Agreement between Owner and Contractor

THIS AGREEMENT,

Made as of [Monday, April 18, 2022](#)

---

Between the Owner: [New Latin Baptist Church](#)  
[195 Ladd Road, Walled Lake, MI 48390](#)

---

And the Contractor: [United Consulting Services, LLC](#)  
[3495 Pine Estates Drive, West Bloomfield, MI 48323](#)

---

For the Project: [SAMPLE PROJECT](#)  
[195 Ladd Road, Walled Lake, MI 48390](#)

---

Project Architect: [TDG ARCHITECTS](#)  
[79 Oakland Ave., Pontiac, MI 48342](#)

## Article 1. CONTRACT DOCUMENTS

1.1 The contract documents consist of this agreement, general conditions, construction documents, specifications, allowances, finish schedules, construction draw schedule, information disclosure statement, all addenda issued prior to execution of this agreement and all change orders or modifications issued and agreed to by both parties. All documents noted herein shall be provided to the Contractor by the Owner. These contract documents represent the entire agreement of both parties and supersede any prior oral or written agreement. The Contract Documents included in this agreement are outlined in EXHIBIT A - CONTRACT DOCUMENTS which is attached to the Agreement.

## Article 2. SCOPE OF WORK

- 2.1 The Owner agrees to purchase and the Contractor agrees to construct the above mentioned structure and fixtures attached thereto according to the construction documents, allowances, finish schedules, all addenda, change orders, modification and specifications in the specification booklet.
- 2.2 The Scope of Work included in this agreement are outlined in EXHIBIT B - SCOPE OF WORK which is attached to the Agreement.

## Article 3. TIME OF COMPLETION

3.1 The approximate commencement date of the project shall be

[Wednesday, June 15, 2022](#)

3.2 The approximate completion date of the project shall be

[Wednesday, October 12, 2022](#)

however any change orders and/or unusual weather might delay or otherwise affect the completion date.

## Article 4. THE CONTRACT PRICE

4.1 The purchase price of the project shall be set at the sum of:

[\\$326,652.93](#)

[Three Hundred Twenty Six Thousand Six Hundred Fifty Two Dollars and Ninety Three Cents](#)

subject to additions and deductions pursuant to authorized change orders and allowances. Closing costs, if any, shall be paid by the Owner.

4.2 The Owner and the Contractor acknowledge that the Owner will pay a sum of:

[\\$0.00](#)

[No Dollars and No Cents](#)

upon signing of this contract and before construction begins as a deposit and part of the purchase price of the project.

4.3 The Schedule of Values included in this agreement are outlined in EXHIBIT C - SCHEDULE OF VALUES which is attached to the Agreement. The Schedule of Values provide a detailed breakdown of the Contract Price and will be used to establish the outline for Payment Applications for the Project

# Standard Agreement between Owner and Contractor

## Article 5. PROGRESS PAYMENTS

- 5.1 The Owner will make payments to the contractor pursuant to the attached EXHIBIT C - SCHEDULE OF VALUES as work required by said schedule is satisfactorily completed. Owner shall make draw payments to contractor within (10) ten days after request by contractor. A retainage of 0.00% shall be held on all work until the work is satisfactorily completed.
- 5.2 If payment is not received by the Contractor within (10) ten days after delivery of payment demand for work satisfactorily completed, contractor shall have the right to stop work or terminate the contract at his option. Termination by Contractor under the provisions of this paragraph shall not relieve the Owner of the obligations of payments to Contractor for that part of the work performed prior to such termination. Termination by Owner under the provisions of this paragraph shall not relieve the Owner of the obligations of payments to Contractor for that part of the work performed prior to such termination.

## Article 6. DUTIES OF THE CONTRACTOR

- 6.1 All work shall be in accordance to the provisions of the plans and specifications. All systems shall be in good working order.
- 6.2 All work shall be completed in a workman like manner, and shall comply with all applicable national, state and local building codes and laws.
- 6.3 All work shall be performed by licensed individuals to perform their said work, as outlined by law
- 6.4 Contractor shall obtain all permits necessary for the work to be completed.
- 6.5 Contractor shall remove all construction debris and leave the project in a broom clean condition.
- 6.6 Upon satisfactory payment being made for any portion of the work performed, Contractor shall furnish a full and unconditional release I partial unconditional waiver (circle one) from any claim or mechanics' lien for that portion of the work for which payment has been made.

## Article 7. OWNER

- 7.1 The Owner shall communicate with subcontractors only through the Contractor.
- 7.2 The Owner will not assume any liability or responsibility, nor have control over or charge of construction means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the project, since these are solely the Contractor's responsibility.
- 7.3 Owner is responsible for moving of personal items from the work site.

## Article 8. CHANGE ORDERS AND FINISH SCHEDULES

- 8.1 A Change Order is any change to the original plans and/or specifications. All change orders need to be agreed upon in writing, including cost, additional time considerations, approximate dates when the work will begin and be completed, a legal description of the location where the work will be done and signed by both parties. Additional time needed to complete change orders shall be taken into consideration in the project completion date. Change orders shall be paid in full at time of work completion or portions paid in advance as agreed by the contracting parties.
- 8.2 Completed Finish Selection Schedules shall be submitted to the Contractor within (48) forty eight hours of request.
- 8.3 Any delays or changes in finish selection schedules will delay the projected completion date.

## Article 9. INSURANCE

- 9.1 The Owner will keep in force a Builder's Risk Insurance Policy on the said property to protect both owner's and contractor's interests until construction is completed.
- 9.2 The Owner will purchase and maintain property insurance to the full and insurable value of the project, in case of a fire, vandalism, malicious mischief or other instances that may occur.
- 9.3 The Contractor shall purchase and maintain needed Workman's Compensation and Liability insurance coverage as required by law and deemed necessary for his own protection.

## Article 10. GENERAL PROVISIONS

- 10.1 If conditions are encountered at the construction site which are subsurface or otherwise concealed physical conditions or unknown physical conditions of an unusual nature, which differ naturally from those ordinarily found to exist and generally recognized as inherent in construction activities, the Owner will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, and/or time required for, performance of any part of the work, will negotiate with the Contractor an equitable adjustment in the contract sum, contract time or both. In addition the following attachment covers additional contract provisions: EXHIBIT D - MISCELLANEOUS PROVISIONS which is attached to the Agreement.

# Standard Agreement between Owner and Contractor

## Article 11. HAZARDOUS MATERIALS, WASTE AND ASBESTOS

11.1 Both parties agree that dealing with hazardous materials, waste or asbestos requires specialized training, processes, precautions and licenses. Therefore, unless the scope of this agreement includes the specific handling, disturbance, removal or transportation of hazardous materials, waste or asbestos, upon discovery of such hazardous materials the Contractor shall notify the Owner immediately and allow the Owner/Contractor to contract with a properly licensed and qualified hazardous material contractor. Any such work shall be treated as a Change Order resulting in additional costs and time considerations.

## Article 12. ARBITRATION OF DISPUTES

12.1 Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. As an option, facilitation can be used in place of arbitration if agreed upon by both parties.

## Article 13. WARRANTY

13.1 At the completion of this project, Contractor shall execute an instrument to Owner warranting the project for (1) one year against defects in workmanship or materials utilized. The manufacturer's warranty will prevail.

## Article 14. TERMINATION OF CONTRACT

14.1 Should the Owner or Contractor fail to carry out this contract, with all of its provisions, the following options and stipulations shall apply:

14.1.1 If the Owner or the Contractor shall default on the contract, the non-defaulting party may declare the contract is in default and proceed against the defaulting party for the recovery of all damages incurred as a result of said breach of contract, including a reasonable attorney's fee. In the case of a defaulting Owner, the Earnest money herein mentioned shall be applied to the legally ascertained damages.

14.1.2 In the event of a default by the Owner or Contractor, the non-defaulting party may state his intention to comply with the contract and proceed for specific performance.

14.1.3 In the case of a defaulting Owner, the Contractor may make claim to the Owner for all work executed and for proven loss with respect to equipment, materials, tools, construction equipment and machinery, including reasonable overhead, profit and damages applicable to the property less the earnest money.

## Article 15. ATTORNEY FEES

15.1 In the event of any arbitration or litigation relating to the project, project performance or this contract, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses.

## Article 16. ACCEPTANCE AND OCCUPANCY

16.1 Upon completion, the project shall be inspected by the Owner and the Contractor, and any repairs necessary to comply with the contract documents shall be made by the Contractor.

16.2 The Owner shall not occupy the property / building until final payment has been received by the Contractor and a Certificate of Occupancy has been obtained.

16.3 Occupancy of the project by the Owner in violation of Article 16.2, shall constitute unconditional acceptance of the project and a waiver of any defects or uncompleted work.

Witness our hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Contractor Signature

# Standard Agreement between Owner and Contractor

## SAMPLE PROJECT

### Exhibit C - SCHEDULE OF VALUES

1. TRADE COST			
2000	Demolition	Marks Demolition and Renovation	\$4,500.00
3000	Concrete	RC Builder's & Concrete, LLC	\$1,000.00
6100	Cabinets, Countertops	Kitchen Top Shop, Inc	\$7,617.98
8000	Doors & Hardware	Rayhaven Group	\$21,000.00
8100	Glass & Glazing	Glasco Corporation	\$3,009.00
9000	Drywall & Acoustical	DMC Contracting LLC	\$41,250.00
9001	Blown-in Insulation	USA Insulation	\$0.00
9100	Flooring and Ceramic Tile	SCI Floor Covering, Inc.	\$45,375.00
9300	Painting	TD Painting and Wallcovering Inc.	\$8,714.93
10000	Toilet Partitions and Accessories	R.E. Leggette Co.	\$5,775.00
15000	Plumbing	Ben Washington & Sons	\$21,200.00
15100	Fire Protection	Affordable Fire Protection Company	\$15,899.00
15200	HVAC	Air Handlers Corporation	\$10,580.00
16000	Electrical	Power Lighting & Technical Services	\$73,697.00
16100	Fire Alarm System	All Star Alarm LLC	\$1,805.00
20000	Construction Contingency		\$13,071.00
		<b>SUBTOTAL</b>	<b>\$274,493.91</b>
2. CONSTRUCTION MANAGER FEES			
100	General Conditions	United Consulting Services, LLC	\$36,669.14
300	Overhead and Profit	United Consulting Services, LLC	\$10,000.00
400	Liabilty Insurance	United Consulting Services, LLC	\$5,489.88
		<b>SUBTOTAL</b>	<b>\$52,159.02</b>
		<b>TOTAL CONTRACT VALUE</b>	<b>\$326,652.93</b>