

# SHORT FORM CONSTRUCTION CONTRACT

<b>Owner</b>	Robert N. Lynch as Bishop of the Diocese of St. Petersburg, a corporation sole
<b>Owner Address</b>	P.O. Box 40200, St. Petersburg, Fla 33743-0200
<b>Contractor</b>	
<b>Contractor Address</b>	
<b>Project Name</b> (Parish/School)	
<b>Project Address</b>	
<b>Date of Agreement</b>	
<b>Description of Work*</b>	_____

\*"Work" means all labor, materials, and equipment necessary for Contractor to fully perform the contract.

1. **Order of Precedence:** The Order of Precedence within the Contract is as follows: This Contract; Addendum; Specifications; Drawings; Bidding Instructions; Contractors Proposal.
2. **Price:** The total Contract Price shall NOT exceed \_\_\_\_\_ DOLLARS AND \_\_\_\_/100 (\$\_\_\_\_\_).
3. **Payments:**
  - a. **Schedule:** Payments shall be made as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.  
Payments, otherwise due the Contractor, may be withheld on account of defective work not remedied, or claims filed or evidence that claims will be filed: or if the owner believes that the Contractor (i) can not complete the work for the unpaid balance or (ii) can not perform within the time specified or (iii) does not have the financial ability to perform or (iv) lapses of insurance or failure to provide evidence of insurance.
  - b. **Condition to Payments:** The Owner shall not be required to make any payments unless and until Contractor submit with each invoice a duly signed and Notarized Waiver of Lien and an affidavit that Contractor has paid every worker, supplier, materialman, and subcontractor employed by Contractor and has received partial (in the case of progress payments) and final (in the case of final payment) Waivers of Lien from all subcontractors and material men supplying services and/or materials on the Project.
  - c. **Final Payment:** Neither Payment to Contractor, nor any acceptance, occupation, or utilization of the Project or any part thereof by Owner shall relieve Contractor of liability for funds owed to any subcontractors or material men; for defective materials; or workmanship used in the construction of the Project; or for failure to construct the Project according to the requirements of the Contract. The acceptance of final payment shall constitute a waiver of all claims by Contractor against the Owner except those previously made in writing and still unsettled.
4. **Permits and Fees:** Contractor shall secure, at its own cost any building permit and Contractor shall secure at its own cost other such permits, inspections, licenses, and approvals as may be required under all applicable building codes, ordinances, laws or regulations for the Work.
5. **Compliance with the Law and Taxes:** Contractor shall comply fully with the all Federal, State and Local laws, codes, and regulations applicable to the work (including all safety requirements) and acknowledges that it has informed itself completely in this regard and agrees that it will comply fully therewith. Should Contractor become aware that any provision of the Contract is at variance with any such law, rule, regulation, ordinance, or order, it shall promptly give notice in writing to Owner of such variance, and the necessary changes in the work required by the Contract shall be made and adjusted in the manner specified herein for changes in the Work. Contractor shall maintain at all times such safeguards for the protection of persons employed on the Project as the conditions and progress of the Work on the Project may require; AND conspicuously post such signs as may be necessary to warn persons of all hazards as existing where the Project is being erected. Contractor shall pay employment and payroll taxes and contributions now or hereafter with respect to all persons employed by the Contractor.
6. **Labor and Materials:** Contractor shall provide and pay for all labor, materials, equipment, tools, machinery, and do all other things necessary for the proper performance in completion of the Work. Any material delivered or Work done shall become the property of the Owner and shall not be removed without the consent of the Owner.
7. **Representations of Contractor:** Contractor represents and warrants that: (i) it has read all of the terms and conditions of this contract; (i.e. all contract documents); (ii) it has physically inspected the job site and is aware of all of the conditions and limitations of the site that might effect the work contemplated by this agreement; (iii) it is aware of the equipment needed to perform the work based upon the type and character of the facilities at the job site; and (iv) it is not relying upon any

**CONTINUED ON REVERSE SIDE**

representation or opinions of Owner that are not otherwise contained in this Contract. Based upon these representations and warranties, Contractor shall fully perform every detail of the requirements of the Contract and Contractor assumes full risk of any difficulties that it might occur in performing the work. Contractor's failure of performance will not be excused on the basis of ignorance of job site conditions or limitations which give rise to difficulties in doing the work; nor will it be the basis for extension of time to complete work. Contractor warrants that all materials used in the construction of the Project shall be new or repaired as indicated and all workmanship and materials used in the construction of the Project shall be of good quality, free from faults and defects and, in conformity with the Contract documents unless otherwise specified in the Contract. All Work not conforming to these standards shall be considered defective.

8. **Changes in Work:** Contractor shall not be entitled to additional compensation whether for modifications or additions to the Work not covered in the Contract Documents or for extra labor or materials furnished unless performed or furnished pursuant to a prior written order signed by Owner.
9. **Warranties; Guarantees:** Contractor warrants and guarantees all equipment and systems furnished or installed by Contractor for a period of one (1) year from the date of acceptance of the work or for a period of \_\_\_\_\_ years, which if completed shall take precedent, or for such longer warranty periods as may be accorded by the manufacturer thereof or law against defective materials, design and workmanship, whichever term is longer. With regard to any warranties to be furnished for the work, services, equipment or materials under this Contract, **OWNER SHALL NOT BE OBLIGATED TO WAIVE ANY EXPRESS OR IMPLIED WARRANTIES AS A CONDITION TO ACCEPTING THE WRITTEN WARRANTY TO BE PROVIDED.**
10. **Indemnification:** Contractor shall defend, indemnify, and hold free and harmless Owner, its officers, employees and agents, and the property of Owner, from any and all claims, losses, damages, injuries and liabilities arising from the death or injury of any person or persons, including employees of Contractor and its subcontractors, or from damage or destruction of any property caused by or connected with in whole or in part performance of the Contract by Contractor, its subcontractors or their agents or employees.
11. **Insurance:** Contractor, at its own expense, shall procure, care and maintain for all of its operations hereunder insurance in companies approved by the Owner which shall include the following: Workmen's Compensation for him/her and all those performing work under this contract; Employer's Liability Insurance and Comprehensive General Liability Insurance with at least One Million Dollars (\$1,000,000.00) for liability coverage and with the Owner listed an "additional insured" on the subject policies and a certificate stating such supplied to the Owner. Contractor shall continue to maintain such insurance and proof of insurance during their performance under this contract. Before Contractor shall commence Work, Contractor shall give to owner a Certificate of Insurance.
12. **Litigation and Venue:** Should any litigation be commenced between the parties concerning the Project, any provision of the Contract or the performance thereof, the prevailing party shall be entitled to court costs and attorney fees in such litigation. The venue for any litigation shall be Pinellas County.
13. **Assignment:** Any assignment, by operation of law or otherwise, in whole or in part, by Contractor or Contract, of the Work to be performed or any right to payment or claims arising hereunder without the prior written consent of the Owner shall be void. Any attempt of an assignment shall be deemed a default under the terms of this agreement and the owner shall be entitled to cancel the same and exercise any and all other rights and remedies that Owner may have.
14. **Severability:** If any provision of the Contract shall be held invalid, in whole or in part, then the remaining provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
15. **Coordination:** The Owner's representative shall be the Pastor of the Church or School referenced above. The Contractor shall coordinate the Work with the Pastor and if applicable, the principal for the school to maintain proper safety standards and to minimize inconvenience to Owner. The Owner reserves the right to change the date to one mutually agreed upon in the event that a special occasion prevents vacancy of the facility. A pre-construction meeting must take place at least five (5) days before work commences.
16. **Other Terms:** \_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_  
(Print name of Contractor)

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**OWNER:**

\_\_\_\_\_  
(Print name of Parish/School)

By: \_\_\_\_\_  
Pastor  
Print Name: \_\_\_\_\_