

**STANDARD FORM OF AGREEMENT  
BETWEEN CONTRACTOR AND OWNER**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ by and between \_\_\_\_\_ (hereinafter "Contractor"), and Archdiocese of Miami, Inc., 9401 Biscayne Boulevard, Miami, Florida 33138 (hereinafter "Owner"). Contractor and Owner agree to complete work (hereinafter "Work") described in Article I at the following address and location:

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

(hereinafter "Premises")

**ARTICLE I  
SCOPE OF WORK**

Contractor shall furnish all of the materials and perform all of the Work in the Contract Documents (which includes drawings, specifications and plans as applicable) and shall do everything required by this Agreement. The Scope of Work /Contract Document /Exhibits, include: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ of which Contractor acknowledges receipt, review and understanding.

Work to be performed under this Agreement shall be commenced within fifteen (15) days of execution of this Agreement. Time is of the essence in the performance of all obligations by Contractor, and Work shall be completed within: \_\_\_\_\_ Calendar Days of contract execution. Contractor shall submit a contract schedule with milestones prior to commencing construction, and monthly schedule updates documenting construction progress for Owner's review.

**ARTICLE II  
THE CONTRACT SUM**

Owner shall pay Contractor for the performance of Work, subject to additions and deductions provided therein, in current funds as follows: Lump sum \_\_\_\_\_

All Contract Sums are subject to a ten percent (10%) retainage for each progress payment and shall be billed on a monthly basis for work completed. Final Payment / retainage will be paid to Contractor upon final completion. Final completion shall be the day following delivery of all of the following closeout items (one hard copy and one electronic copy/thumb drive) including but not limited to: a final certificate of

occupancy/permit closure; evidence that all open permits are closed; all warranties including manufacturer warranties are delivered; copies of all approved shop drawings; a Final Waiver and Release of Lien from Contractor, its Subcontractors and Materialmen.

Contractor is not responsible for paying for master permit fees, if any. Master permits are pulled by Contractor, but shall be paid by Owner upon submission of an invoice by Contractor. Master Permit fees are in addition to Contract Sum unless agreed in writing to be included as part of the scope of work. Subcontractor permit fees shall be included in the contract sum.

Change Orders will be submitted by Contractor for all work not specifically included in this Agreement including detailed contractor and subcontractor backup with breakdowns for all costs including material, labor, and fee. Change Orders must be pre-approved in writing and signed by Owner. Any work performed which was not pre-approved in writing by Owner is non-compensable and is included in the Contract Sum.

### **ARTICLE III** **CONTRACTOR DUTIES**

All Work shall be completed in a good and workmanlike manner and in compliance with all building codes and other applicable law and Contractor guarantees all Work for a period of one (1) year unless greater periods of guarantee are called for in the specifications, in which case the latter shall take precedence. Contractor shall obtain all required permits.

To the extent required by law, all Work shall be performed by individuals duly licensed and authorized by law to perform said work. Contractor shall maintain a clean and safe jobsite with safety barricades separating the Work area from the rest of Owner's facility (Contractor shall furnish a detailed safety barricade plan with their price proposal for owner's review and approval prior to commencing work). All Contractor personnel and subcontractors must sign in at main rectory office before entering the Work site and all personnel shall be clearly identified with badging or uniforms clearly identifying the company for which they work.

Contractor may at its discretion engage subcontractors to perform Work hereunder, provided Contractor shall fully pay said subcontractors and in all instances remain responsible for the proper completion of this Agreement and shall ensure that subcontractors comply with the conditions of this Agreement. This Agreement is non-assignable.

Contractor shall furnish Owner with appropriate releases or waivers of lien for all Work performed or materials provided at the time the next periodic payment shall be due. If any lien or liens are claimed on the real property by a person or an entity as a result of this Agreement, Contractor shall cause the lien or liens to be transferred to other security under the provisions of Section 713.24, Florida Statutes, and Contractor shall indemnify and hold harmless Owner from all costs, fees and expenses including attorneys' fees which Owner may pay as a result of the claim of lien and/or any action based thereon.

### **ARTICLE IV** **INDEMNITY AND INSURANCE**

Contractor agrees to defend, indemnify and hold harmless Owner or any of its owners, agents or employees for any claims or liability which allegedly arise as a result of the negligence, recklessness or intentional misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Agreement. This provision will survive the termination or completion of the Agreement.

Contractor warrants it is adequately insured including statutorily mandated workers' compensation coverage for injury to its employees and others incurring loss or injury.

Contractor, at its cost, shall provide liability coverage in the amount of One Million and No Cents (\$1,000,000.00) Dollars per occurrence, and Two Million and No Cents (\$2,000,000.00) Dollars in the aggregate.

All insurance shall be placed with companies admitted to do business in the State of Florida or which shall have an AM Best rating of at least an "A." Owner must be a certificate holder on any policy of insurance purchased by Contractor in compliance with this Agreement, and it is entitled to receive a copy of any policies of insurance within thirty (30) days of the effective date of the policy. Contractor shall obtain the insurer's agreement to give not less than thirty (30) days' advance notice to Owner before cancellation, expiration or alteration of any policy of insurance. Contractor agrees to maintain such policies of insurance during the term of this Agreement, and any failure to do so will constitute a breach of the terms of the Agreement. Owner shall be named as an additional insured and said policy will be primary over any other collectible insurance for any liability arising out of claims in connection with this Agreement.

## **ARTICLE V**

### **JESSICA LUNDSFORD COMPLIANCE**

Contractor acknowledges and agrees that Owner is committed to insuring the safety and well-being of its students, children, and youth, the elderly and aged, and the disabled, and condemns all forms of abuse or neglect of people of all ages. Contractor represents and warrants that all persons affiliated or associated with Contractor, whether by employment, independent contractor, volunteer, invitation, or any other status, who have access to Premises by virtue of this Agreement, shall meet the minimum level 2 screening requirements of Section 1012.465, Florida Statutes, and Contractor shall perform all necessary background investigations to ensure such compliance. If at any time Owner is not satisfied that this requirement has been met for any person affiliated with Contractor, or for any reason in its sole discretion, with or without cause, Owner may request that Contractor or any person affiliated with Contractor be prohibited from accessing Premises, and Contractor shall immediately vacate Premises or prohibit such person identified by Contractor from accessing Premises, as Owner may direct. It is expressly understood and agreed that Contractor shall be strictly liable for any injury, loss and/or damage to any person, and shall indemnify and hold Owner harmless from any claims, resulting from Contractor's failure to comply with the requirements stated herein. Contractor shall ensure that all subcontractors conform and agree to this provision.

## **ARTICLE VI**

### **MISCELLANEOUS**

A. Liquidated Damages. If Contractor should in any way cause delay, disruption, loss of efficiency and/or interruption to Work, or to any other Contractor or Subcontractor on Premises or to any portion of Work described herein, then Owner shall be entitled to liquidated damages in the amount of Two Hundred Fifty (\$250) Dollars per each calendar day Work remains substantially uncompleted beyond the date of substantial completion. Contractor agrees that liquidated damages are not a penalty, but rather are separate damages for which Contractor hereby acknowledges additional and sufficient consideration was received. Owner shall further have the right and option at its discretion to deduct any and all such assessments or damages that, in the judgment of Owner, are attributable to such delays or disruption caused by Contractor from any amounts that may be owing by Owner under this Agreement. Permitting Contractor to continue, after the time to complete the Work has expired, shall not be construed as a waiver, release or discharge of damages suffered by Owner.

B. Temporary Facilities. Unless otherwise provided in this Agreement, Owner shall not furnish or make available to Contractor phone services, toilet facilities or potable water.

C. Force Majeure. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.

D. Notices. Any notice, which either party may or is required to give, shall be given in writing and shall be given by mailing the same, via certified mail or courier, to Owner at the address shown below or Contractor at the address shown below, or at such other places as may be designated by the parties from time to time.

Owner: David Prada, AIA  
Archdiocese of Miami – Building and Property Office  
9401 Biscayne Boulevard  
Miami Shores, FL 33138

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. Governing Law and Venue. Agreement shall be governed by the laws of the State of Florida and venue for the enforcement of this Agreement shall be in Miami-Dade County, Florida.

F. **WAIVER OF JURY.** Owner and Contractor hereby mutually, knowingly, willingly and voluntarily waive their right to a trial by jury and no party nor any assignee, successor, heir, or legal representative of the parties shall seek a jury trial in any suit, proceeding, counterclaim, or any other litigation or proceeding based upon or arising out of this Agreement or any related agreement or instrument, or any course of action, course of dealing, statements, (whether verbal or written) or actions relating to this Agreement, including any tort claim or claims for fraud, misrepresentation, breach of fiduciary, antitrust, etc. The parties also waive any rights to consolidate any action in which a jury trial has not been waived. The provisions of this paragraph have been fully negotiated by the parties, and the parties acknowledge that the inclusion of this provision is a material inducement for entering into this Agreement. The waiver contained in this paragraph is irrevocable, constitutes a knowing and voluntary waiver, and shall be subject to no exceptions.

G. Severability. The terms of this Agreement are severable, and in the event that any specific term herein is determined to be unenforceable, the remainder of the Agreement shall remain in full force and effect.

H. Entire Agreement. The foregoing including all attachments identified in Article I constitutes the entire Agreement between the parties and may be modified only by a writing signed by both parties. In the event of a conflict between the Contract Documents, the terms of the preprinted Standard Form of Agreement between Contractor and Owner shall govern followed in precedence by the remaining Contract Documents, if any, in the order of their listing in Article I.

I. Termination. This Agreement may be unilaterally terminated by Owner for convenience upon seven (7) days' written notice to contracting party. Upon such termination, contracting party will not be entitled to any damages or payment for any services not yet performed or Work Product not yet delivered at the time of termination, but ADOM will pay contracting party any amount earned and accrued for services

performed and work product delivered by contracting party and all unreimbursed expenses for which contracting party is entitled reimbursement through such date of termination.

J. Independence of Contractor. It is expressly understood and agreed by and between the parties hereto that Contractor is not owned, operated, sponsored, affiliated, or otherwise under the direction or control of Owner. Owner has no authority or control over any aspect of Contractor's operations, except as provided in this Agreement. Contractor is an entity entirely independent of Owner related only by the independent contractual terms of this Agreement.

K. Ordinances and Statutes. Contractor shall comply and shall require its employees to comply with all applicable laws, ordinances and regulations adopted or established by Federal, State or Local Governmental agencies or bodies including the Davis Bacon Act regarding payment of wages.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

OWNER

CONTRACTOR

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PASTOR\ADMINISTRATOR

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_