

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the ____ day of _____, 2022,

by and between the Catholic Diocese of Wheeling-Charleston (hereinafter called OWNER) and
-----, (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth,
agree as follows:

Article 1. WORK.

Section 1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: -----

Article 2. CONTRACT TIME.

Section 2.1 The work will be substantially completed per a mutually acceptable project schedule to be coordinated with the Church.

Article 3. CONTRACT PRICE.

Section 3.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

Total Contract Price \$ _____

Article 4. PAYMENT PROCEDURES.

Section 4.1 As agreed upon by both parties. Diocese will pay all approved invoices within fifteen days of receipt.

Article 5. INTEREST.

Section 5.1 All moneys not paid when due shall bear interest at the maximum rate allowed by law at the place of the project.

Article 6. CONTRACTOR'S REPRESENTATIONS.

Section 6.1 In order to induce OWNER to enter into this Agreement, Contractor makes the following representations:

- A. CONTRACTOR has familiarized itself with the nature and extent of the Work, Work site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- B. CONTRACTOR has studied carefully physical conditions and accepts responsibility to complete the Work per proposal letter.

Article 7. CONTRACT DOCUMENTS.

Section 7.1 The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- A. Diocese of Wheeling Charleston - General Terms and Conditions dated January 2022 attached and made a part hereof.
- B. This Agreement and the Contractor's proposal dated -----.

Article 8. MISCELLANEOUS.

Section 8.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law,) and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

Section 8.2 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

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This Owner/Contractor Agreement will be effective on _____, 2022.

OWNER:

CONTRACTOR:

The Catholic Diocese of Wheeling-Charleston
P.O. Box 230
Wheeling, WV 26003

By _____

By _____

Title _____

Title _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

Designated Representative:

License No.

Designated Representative:

Name: John L. Reardon

Title: Director of Buildings & Properties

Address: P. O. Box 230

Wheeling, WV 26003

Phone: 304-233-0880

Phone:

Facsimile:

Facsimile: 304-230-3401