

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

THIS AGREEMENT is dated as of the ____ day of _____, 2026,

by and between the Catholic Diocese of Wheeling-Charleston (hereinafter called OWNER) and _____, herein referred to as Contractor) whereas 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 scheduled/completed per a mutually agreed upon schedule by the Owner and Contractor.

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:

Article 4. PAYMENT PROCEDURES.

Section 4.1 Owner will pay within ten days after approval of an invoice. 10% retention will be withheld from all invoices. A 50 % reduction of retention will be considered upon completion of 75 % of the work.

Article 5. INTEREST.

Section 5.1 All money 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 for completing the Work per their proposal letter and this contract.

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 2026 attached and made a part hereof.
- B. This Agreement and the Contractor's attached proposal dated _____
- C. Drawings and specifications as prepared by _____

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.

OWNER:

The Catholic Diocese of Wheeling-Charleston
1311 Byron St.
Wheeling, WV 26003

By _____

Title _____

[CORPORATE SEAL]

Attest _____

Address for giving notices:

Designated Representative:

Name: John L. Reardon

Title: Director of Buildings & Properties

Address: 1311 Byron St

Wheeling, WV 26003

Phone: 304-233-0880

Facsimile: 304-230-3401

CONTRACTOR:

By _____

Title _____

[CORPORATE SEAL]

Attest _____

Address for giving notices:

License No.

Designated Representative:

Phone:

Facsimile: