



GENERAL CONTRACTOR AGREEMENT (COST PLUS FEE)

Prepared for:
Owner

Prepared by:
Contractor

General Contractor Agreement (Cost Plus Fixed Fee)

This general contractor agreement is between B FREE CONSTRUCTION, an individual(a)(n) Idaho Limited Liability Company (the "**Contractor**") and Client / Purchaser / Owner / Owner's representative / Point of Contact, an individual(a)(n) (the "**Owner**").

The Owner is the registered owner of the property located at the requested project Street, City, State, ZIP (the "**Property**").

The Owner wishes to engage the Contractor as a general contractor to perform certain Work (as defined below) on the Property for the Owner in accordance with the drawings and specifications in **Exhibit A**.

The Contractor is registered with the state as a general contractor, and has a registration number of 6961574 expiring on 11/01/2026.

The Contractor wants to perform the Work on the Property in accordance with the drawings and specifications in **Exhibit A**.

The parties therefore agree as follows:

1. ENGAGEMENT; SERVICES.

- (a) Engagement. The Owner retains the Contractor to perform, and the Contractor shall perform, the work described in Exhibit B (the "Work").
- (b) Contractor Obligations. Without limiting the scope of the Work described in Exhibit B, the Contractor shall:
 - (i) perform the Work set forth in Exhibit B. However, if a conflict exists between this agreement and any term in Exhibit B, the terms in this agreement will control;
 - (ii) furnish all of the necessary materials, tools, machinery, supervision, relocation and, site security and perform all of the Work, all in accordance with this agreement;
 - (iii) devote as much productive time, energy, and ability to the performance of its duties under this agreement as may be necessary to provide the required Work in a timely and productive manner;
 - (iv) perform the Work in a safe, good, and workmanlike manner by fully trained, certified, licensed, competent, and experienced personnel using at all times adequate equipment in good working order. B FREE Construction Safety Manual shall supercede this document in regards to safety as defined on "www.bfreeconstruction.com";
 - (v) perform the work according to standard industry practices and comply with all building codes and other applicable laws;
 - (vi) communicate with the Owner about progress the Contractor has made in performing the Work;
 - (vii) supply all tools, equipment, and supplies required to perform the Work, except if the Contractor's work must be performed on or with the Owner's equipment;

- (viii) ensure that all materials and equipment furnished to its personnel are of good and merchantable quality, unless otherwise agreed by the Owner;
- (ix) provide the Owner with appropriate releases or waivers of liens at the time of payment for any Work performed;
- (x) obtain all necessary approvals for the Work from local authorities or other government entities and indemnify the Owner for any violations;
- (xi) obtain insurance to protect itself and its staff against claims for property damage, bodily injury, or death due to its performance under this agreement;
- (xii) at all times provide access to the Work to the Owner, the Owner's representatives, and public authorities;
- (xiii) provide work (including the Work) and end products that are satisfactory and acceptable to the Owner and free of defects;
- (xiv) remove any debris or other garbage from the Property, and leave the Property in broom-clean condition after the Work has been completed; and
- (xv) remove, replace, or correct all or any portion of the work or end products found defective or unsuitable, without additional cost or risk to the Owner.
- (c) Owner Obligations. The Owner shall:
 - (i) make timely payments of amounts earned by the Contractor under this agreement;
 - (ii) notify the Contractor of any changes to its procedures affecting the Contractor's obligations under this agreement at least 45 days before implementing those changes; and
 - (iii) provide any other assistance to the Contractor as it deems reasonable and appropriate.
- (d) Exhibit A. The drawings and specifications attached to this agreement as Exhibit A form an integral part of this agreement. Neither party may add to or otherwise change these drawings and specifications without the prior written consent of the other party.
- (e) Subcontractors. The Contractor may, in its discretion, engage licensed subcontractors to perform the Work. However, the Contractor must fully pay those subcontractors and, in all instances, will remain responsible for the completion of this agreement and the Work.

2. TIME OF COMPLETION.

- (a) Approximate Start Date. The Contractor shall start performing the Work on or before:
To be determined by Owner email request and after all contracts are signed and returned to Contractor via email
- (b) Approximate Completion Date. The Contractor shall complete the Work on or before:
Per schedule duration provided. dependant on the lead time of products notified in a timely manner to the Owner via email
- (c) Late Penalty. Because time is of the essence, the Contractor will, if this Work is not completed within this time period, be assessed an amount of \$ 0.00

 for each day the Work is not substantially completed after the date: NA, unless an extension is granted by the Owner. Liquidated damages will be deducted from the total Contract Price (as defined below).
- (c)(d) Early Bonus. If the Work is completed early, the Contractor will receive a bonus payment in the amount of \$ 0.00

3. CONTRACT PRICE.

- (a) Contract Sum; Payments.
 - (i) The Owner shall pay to the Contractor for the performance of this agreement the following items in cash/cashiers check:
 - A. the actual cost of construction as defined in subsection 3(b) below; plus
 - B. a fee \$ integrated into accepted proposal

(collectively, the "Contract Price")

 - In no event without formal change order, however, may the total cash payable under this subsection be greater than \$ That accepted in a proposal
 - (ii) If, on completion of the Work, the Contractor has received cash payments in excess of (A) the actual cost of construction, plus (B) the cash fee specified in subsection 3(a)(i)B, the Contractor shall refund that excess to the Owner.
- (b) Actual Cost of Construction. The "actual cost of construction," as used in subsection 3(a)(i)A) above and subject to the restrictions listed in subsection 3(c) below, includes all items of cost and expense incurred by the Contractor in the performance of this agreement, including costs and expenses of labor, materials for construction, equipment and fixtures, field engineering, sales taxes, workers' compensation insurance, social security, job overhead expenses, and all other expenses directly connected with construction, and including general overhead expenses, but excluding kickbacks, rebates, and discounts received in connection with the construction of the project and excluding any return on or cost of the Contractor's working capital, that return on or cost of working capital being a part of or to be paid from the Contractor's fee or profit. Normal cash discounts (2%) obtained on payments made by the Contractor will accrue to the Contractor.
- (c) Restrictions on Payment. This amount shall be paid only to the extent that costs are incurred by the Contractor in its performance of the Work in accordance with the provisions of this agreement. and the following:
 - (i) Staff Charges. The Owner shall pay the Contractor for the services performed by its employees under this agreement at the employee's actual wage rates. However, charges to the cost of the Work that are reimbursable are limited to actual costs of the Contractor's salaried construction personnel stationed at the Property. The following positions represent the maximum authorized field office staff salaried positions that will be considered reimbursable under this agreement, unless substantially changed for reasons approved by the Owner by a formal change order to the agreement:
 - A. Graham BeDell
 - B. Stephen Bennett
 - C.
 - D.
 - Reimbursable costs for the above-listed individuals will begin no earlier than the time those individuals report for work at the Property after the official start of construction. Charges for these individuals will be considered nonreimbursable (1) at the time they conclude their service at the Property; or (2) 60 days after substantial completion, whichever is earlier.
 - (ii) Overtime Wages. If approved by the Owner in advance and in writing, overtime wages paid to salaried personnel will be reimbursed at the actual overtime rate paid to the individual. No

time charges or other reimbursement for overtime hours worked under the agreement will be allowed if the individual is not paid for the overtime worked.

- (iii) Overtime Premium Charges. Any overtime premium or shift differential expense to be incurred by the Contractor for hourly workers requires the Owner's advance written approval before the incremental cost of the overtime premium or shift differential will be considered a reimbursable cost. If the Contractor is required to work overtime because of an inexcusable delay or other coordination problems caused by the Contractor or anyone for whom it is responsible, the overtime premium or shift differential expense portion of the payroll expense and related labor burden costs will be considered nonreimbursable costs.
- (iv) Taxes.
 - A. Proper consideration shall be given to annual limitations on wages subject to payroll taxes and the worker's applicable percentage of annual wages attributable to this project when computing payroll taxes chargeable as a cost of the Work.
 - B. Any payroll burden related costs to be reimbursed are subject to advance written approval by the Owner to be considered reimbursable. Costs typically falling into this category include pension, employee stock option plans, bonuses, medical and dental benefits, life and accident insurance, etc. The Contractor shall submit a detailed breakdown of all such payroll costs along with a representation as to how the proposed actual billable cost will be computed. The Owner shall review and approve this in writing before the Contractor may include items like billable costs. During the job and prior to the close-out of the agreement, the Contractor shall make appropriate adjustments to account for increases or decreases in actual costs.
- (v) Direct Charges. The Owner shall reimburse the Contractor for reasonable and necessary actual direct costs incurred (e.g., equipment, supplies, travel, and other costs directly associated with the performance of this agreement) to the extent required in the performance of the Work in accordance with this agreement and Exhibit B. Travel, lodging, meals, and incidental expenses will be reimbursed for reasonable and necessary costs incurred. Costs should generally not exceed the daily per diem rates published in the Federal Travel Regulations. Reimbursement for the use of personal vehicles will be limited to the Internal Revenue Service business standard mileage rate.

4. PROGRESS PAYMENTS.

- (a) Payments; Invoices. The Contractor may submit invoices for progress payments no more frequently than (1) per the accepted proposal states, (2) or unless otherwise notified, once a month and no less frequently than once each calendar quarter for Work performed during that period. The Contractor shall submit these invoices at least 7 days before the date payment is desired. Invoices will set forth total project costs incurred and be in a format consistent with the cost categories set forth in Exhibit B. Invoices must include reasonable documentation for the above to provide evidence of costs incurred, including:
 - (i) Staff charges: for each employee, the name, title, number of hours worked, hourly rate, and labor extension; and
 - (ii) Direct charges: all direct costs shall not be required to be itemized on the invoice and supported by documentation is at Contractor discretion, such as vendor invoices, travel vouchers, or other documentation; and

- The Owner shall pay to the Contractor, within the prescribed time after receipt of an invoice for a progress payment, 100% of the amount so requested, unless the Owner determines that this payment is otherwise not properly payable under this agreement.
- (b) Withholding of Payments. The Owner may withhold payment of the Contract Price if:
 - (i) the Contractor does not remedy defective Work;
 - (ii) the Contractor continues to fail to perform the Work in accordance with this agreement or these general conditions;
 - (iii) there are liens or claims filed; or
 - (iv) the Contractor fails to make proper payments to subcontractors, workers, or suppliers for labor, materials, or equipment.
- (c) Final Payment. On final acceptance by the Owner of all deliverables contained in Exhibit B, Scope of Work, the Contractor shall submit an invoice for final payment with respect to the Work, together with any supporting information and documentation the Owner requires, which may include a completed "Contractor's Certificate of Actual Cost," accompanied and supported by an independent public accountant's certificate as to actual cost. An invoice for final payment shall include the material required under subsection 4(a) above. All invoices for final payment under this agreement must be received by the Owner within 45 days after the request for final payment by the Contractor provided that the Work has been satisfactorily performed, and further subject to receipt by the Owner of the same affirmation relative to existing liens or claims against the Contractor as set forth in subsection 4(b) above. The Owner shall pay to the Contractor within the prescribed time after receipt of such invoice for final payment, the maximum amount payable under section 3(a)(i) above, less all progress payments previously made to the Contractor with respect to those and subject to the maximum commitment of \$0.00 set forth in subsection 4(g) below. On such final payment, the Contractor shall provide to the Owner a final release of lien stating that the Contractor has no further claims or liens against the Owner for materials or labor supplied under this Agreement.
- (d) Waiver of Owner's Claims. The making of final payment constitutes a waiver of all claims by the Owner except those arising from:
 - (i) unsettled liens;
 - (ii) faulty or defective work appearing after substantial completion; or
 - (iii) failure of the Work to comply with the requirements of Exhibit A.
- (e) Waiver of Contractor's Claims. The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final payment.
- (f) Maintenance of Financial Records. The Contractor shall keep, maintain, and preserve at its principal office throughout the term of the agreement and for a period of 4 years after acceptance of the Work, full and detailed books, accounts, and records pertaining to the performance of the agreement and the actual cost of construction, including without limitation, all bills, invoices, payrolls, subcontracting efforts, and other data evidencing, or in any material way related to, the direct and indirect costs and expenses incurred by the Contractor in the course of such performance.
- (g) Maximum Amount Payable. The maximum aggregate amount payable by the Owner to the Contractor under this agreement is \$ That accepted in a proposal. The Owner will not be liable for any costs or expenses incurred by the Contractor in the performance and completion of the Work in excess of this amount.
- (h) Audit Rights. Only in regards to commercial projects should from time to time and at reasonable times during the term of the agreement and a reasonable period after, the Owner may inspect and

audit all books, accounts, and records at the offices of the Contractor where they are then being kept, maintained, and preserved according to subsection 4(f) above. Only in regards to commercial projects, any payment made under the agreement is subject to retroactive reduction for amounts included in those that are found by the Owner on the basis of any audit of the Contractor by the Owner or its agents not to constitute an allowable charge or cost under this agreement.

- (i) Requirement on Subcontracts. The Contractor shall not be required to include in all subcontracts, equipment leases, and purchase orders a provision requiring the subcontractor, equipment lessor, or supplier to certify its costs incurred in connection with the Work, if the Owner determines there is an identity of interest between the Owner or the Contractor and that subcontractor, equipment lessor, or supplier.
- (i) Payment Failure. If the Owner fails to make any payment due, except for conditions identified in subsection 4(d) above, the Contractor may stop the Work. However, the Contractor shall resume performance of the Work and other obligations after payment or other resolution of the dispute.
- (k) New York Notice. Any contractor, subcontractor, or materialman who provides home improvement goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic's lien. Any mechanic's lien filed against your property may be discharged. Payment of the agreed-upon price under the home improvement contract prior to filing of a mechanic's lien may invalidate such lien. The owner may contact an attorney to determine his rights to discharge a mechanic's lien.

5. LICENSES, PERMITS, AND INSURANCE.

- (a) Licenses and Permits. The Contractor shall comply with all state and local licensing and registration requirements for the type of work performed. The Contractor shall obtain and, at its expense, pay for all licenses or permits required by law to accomplish any Work required in connection with this agreement and indemnify the Owner for any violations unless requested by the Owner otherwise.
- (b) Insurance. The Contractor is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of the Contractor or its employees or subcontractors and shall provide the Owner with proper certificates of insurance.

6. WAIVER OF LIABILITY.

If the Contractor is injured while performing the Work, the Owner will be exempt from liability for those injuries to the fullest extent allowed by law.

7. SURETY BOND.

Before starting the Work, the Contractor shall obtain a surety bond in the amount of

\$ 0.00

which will cover its obligations under this agreement.

8. INDEMNIFICATION.

- (a) Of the Owner. The Contractor shall at all times indemnify the Owner against any award, charge, claim, compensatory damages, cost, damages, exemplary damages, diminution in value, expense, fee, fine, interest, judgment, liability, settlement payment, penalty, or other loss (a "Loss") or any attorney's or other professional's fee and disbursement, court filing fee, court cost, arbitration fee, arbitration cost, witness fee, and each other fee and cost of investigating and defending or asserting a claim for indemnification (a "Litigation Expense") arising out of:
 - (i) any gross negligence or willful misconduct of the Contractor arising from or connected with Contractor's carrying out of its duties under this agreement;
 - (ii) issues relating to liability insurance, workers' compensation, and tax withholding for the Contractor's employees;
 - (iii) the Contractor's breach of any of its obligations, agreements, or duties under this agreement.
- (b) Of the Contractor. The Owner shall at all times indemnify the Contractor against Loss or Litigation Expense caused by any breach of any of the representations or agreements made by the Owner under this agreement.

9. WARRANTY.

- (a) Correction of Defective Work. The Contractor shall promptly correct any Work rejected as defective or as failing to conform to Exhibit A, whether observed before or after substantial completion and whether or not fabricated, installed, or completed, and shall correct any Work found to be defective or nonconforming within a period of time as may be prescribed by law. The Contractor shall correct these mistakes within a reasonable time after receiving the Owner's written instructions and at its own cost (unless otherwise agreed by the parties). However, the Contractor is not required to correct at its own cost any damage that occurred after completion of the Work, unless the parties agree that the damage occurred because of an injury that took place before the Work was completed.
- (b) Normal Wear and Tear Only. The Contractor shall only be responsible for damages sustained by the Owner under conditions of normal wear and tear, and shall under no circumstances be responsible for damages or losses caused by wear and tear, misuse, neglect, negligence, abuse, or accident, or because of or arising from any risk insured against in terms of the homeowner's insurance policies normally issued by a reputable insurance company for residential properties. The Contractor shall under no circumstances be liable for any consequential loss or damage.

10. TERM AND TERMINATION.

- (a) Term. This agreement will become effective as described in section 24. Unless it is terminated earlier in accordance with subsection 10(b), this agreement will continue until the Work has been satisfactorily completed and the Contractor has been paid in full for that Work. However, this agreement may not remain effective for more than 0.5 year(s).
- (b) Termination. This agreement may be terminated:
 - (i) by either party on provision of 30 days' written notice to the other party, with or without cause;
 - (ii) by either party for a material breach of any provision of this agreement by the other party, if the other party's material breach is not cured within 14 days of receipt of written notice of the breach; or

- (iii) by the Owner at any time and without prior notice, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Owner, or is guilty of serious misconduct in connection with performance under this agreement.; or
- (iv) automatically, on the death of the Contractor.
- (c) Effect of Termination. After the termination of this agreement for any reason, the Owner shall promptly pay the Contractor for Work rendered before the effective date of the termination. No other compensation, of any nature or type, will be payable after the termination of this agreement. Without prejudice to any other remedy the Owner may have, if the Contractor defaults or persistently fails or neglects to carry out the Work or fails to perform any provision of the agreement after written notice of that failure, the Owner may make good those deficiencies and may deduct the cost of those from the payment due the Contractor or, at the Owner's option, may terminate the agreement and take possession of the site and of all materials and equipment.

11. NOTE ABOUT EXTRA WORK AND CHANGE ORDERS.

All changes in the Work ordered by the Owner must be in writing as a change order, a form of which is attached as **Exhibit C**. The Contract Price and time of completion, if applicable, will be increased or decreased accordingly by the parties' agreement. Any claims that the Contract Price or time of completion should be increased based on changes in the Work must be presented to the Owner by the Contractor in writing. The Owner's written approval of the Contract Price or time of completion increase must be obtained by the Contractor before any change in the Work is started. The valuation of the Contract Price change will be assessed on the basis of the valuation of similar work included in this agreement.

12. OWNERSHIP OF DRAWINGS AND OTHER ITEMS.

All drawings, reports, designs, sketches, working drawings, shop drawings, documents, certificates, plans, specifications, estimates, memoranda, analyses, calculations, models and other tangible evidence of the Contractor's work product prepared in connection with the Work shall become and remain the sole property of the Owner. The Contractor may retain copies of its work product for its records, but may not use this work product (except in performing the Work) without the written consent of the Owner. Any devices (other than equipment or devices that constitute part of the Work) or methods now being used in the marketplace, and incorporated into the project, are not considered to be property of the Owner. Innovative construction methods or mechanical devices developed by the Contractor or its subcontractors and used in connection with the Work are not considered the property of the Owner unless those methods or devices were developed by the Owner or the Owner's separate contractors.

13. MATERIALS.

- (a) Types. The Contractor shall use materials in the work that are new, in compliance with all applicable laws and codes, and covered by a manufacturer's warranty (if appropriate) except as agreed in writing signed by the Owner.
- (b) Ownership. Any materials that are unfixed and required to perform the Work and that are delivered to the Property under this agreement shall remain the property of the Contractor until they have been

paid for by the Owner.

- (c) Materials in Short Supply. If any of the materials set out in Exhibit A are in short supply or are unavailable for an unreasonable amount of time, the Owner shall select alternative material of similar quality from alternative (and readily available) materials proposed by the Contractor. The Owner shall pay any difference in price between the original materials and the alternative materials.

14. GOVERNING LAW.

- (a) Choice of Law. The laws of the state of Idaho govern this agreement (without giving effect to its conflicts of law principles).
- (b) Choice of Forum. Both parties consent to the personal jurisdiction of the state and federal courts in Ada County, Idaho.
- (c) Attorneys' Fees. If either party employs attorneys to enforce any rights arising out of or relating to this agreement, the losing party shall reimburse the prevailing party for its reasonable attorneys' fees.

15. AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed by both parties, scanned and emailed.

16. ASSIGNMENT AND DELEGATION.

- (a) No Assignment. Neither party may assign any of its rights under this agreement, except with the prior written consent of the other party. All voluntary assignments of rights are limited by this subsection.
- (b) No Delegation. Neither party may delegate any performance under this agreement, except with the prior written consent of the other party.
- (c) Enforceability of an Assignment or Delegation. If a purported assignment or purported delegation is made in violation of this section, it is void.

17. COUNTERPARTS; ELECTRONIC SIGNATURES.

- (a) Counterparts. The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.
- (b) Electronic Signatures. This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

18. SEVERABILITY.

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity,illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

19. NOTICES.

- (a) Writing; Permitted Delivery Methods. Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.
- (b) Addresses. A party shall address notices under this section to a party at the following addresses:
- If to the Owner:

		Owner Name: _____
		Owner Street: _____
		Owner City: _____ Idaho, Owner ZIP: _____
		Owner Email: _____

- If to the Contractor:
- (c) Effectiveness. A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

20. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

21. ENTIRE AGREEMENT.

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained,

supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

22. HEADINGS.

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

23. EFFECTIVENESS.

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

24. NECESSARY ACTS; FURTHER ASSURANCES.

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated opposite that party's signature.

	Owner Name: _____
Date: _____	By: _____ _____
	Owner Name: _____ Owner Title: _____

	B FREE Construction
Date: _____	By: _____ _____

	Name: Graham BeDell B FREE Construction Title: Founder & CEO
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EXHIBIT A
DRAWINGS AND SPECIFICATIONS
(attach to agreement)

EXHIBIT B
SCOPE OF WORK

- (1) General:
- (2) Safety
- (3) Management
- (4) Design
- (5) Construction
- (6) Schedule

EXHIBIT C
FORM OF CHANGE ORDER

Change Order No:
Date:

Contractor's Name and Address:

Owner's Name and Address:

THE CONTRACTOR AGREEMENT IS HEREBY CHANGED AS FOLLOWS:

Additional days needed to complete Work: (if none, state "NONE"):

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACTOR AGREEMENT THAT ARE NOT CHANGED BY THIS CHANGE ORDER REMAIN IN FULL FORCE AND EFFECT.

PREVIOUS CONTRACT PRICES: \$

REVISED CONTRACT PRICE: \$

ACCEPTANCE

The above prices, specifications, and conditions are satisfactory, and are hereby accepted. The Contractor is authorized to do the work as specified, and the Owner shall make payments as outlined above.

Owner Signature: _____ Date: _____

Contractor Signature: _____ Date: _____