



**STIPULATED LUMP SUM AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION**

This Stipulated Lump Sum Agreement Between Owner and Contractor for Construction
(the "Agreement") is made and entered into this [] day of [], 201[], by and between:

Owner: **Publix [insert name]**
P.O. Box 407
Lakeland, Florida 33802-0407

And

Contractor: **[insert name]**
[insert address]

Enter
For the construction of the Project:

[insert name of project]
[insert location]

Architect of record is:

[insert name of architect]
[insert address]

Owner and Contractor mutually agree as follows:

ARTICLE 1
THE PROJECT AND THE WORK

1.1 THE PROJECT

1.1.1. The Project is described as follows:

[insert description]

1.2. THE WORK

1.2.1. The scope of work (the "Work") includes:

[insert description or identify in Exhibit and attach same to Agreement]

1.2.2. The Work which Contractor shall perform under this Agreement is hereby defined to include all of

the necessary labor, services, equipment and materials required for the construction of the Project, in accordance with the Contract Documents. Changes in the Work may be made pursuant to a Change Order as set forth in Article 10 of the General Conditions.

ARTICLE 2
THE CONTRACT DOCUMENTS

2.1 CONTRACT DOCUMENTS

2.1.1. The Contract Documents consist of this Agreement, the General Conditions of the Agreement for Construction (the "General Conditions"), the Drawings and Specifications prepared for the Project, Addenda issued prior to the execution of this Agreement, the Contractor's Bid Proposal Form, any Change Orders issued subsequent to the execution of this Agreement, and any other documents listed in ¶ 9.1 of this Agreement.

2.1.2. The foregoing documents shall be read in conjunction with each other and any inconsistencies or discrepancies therein shall be resolved as set forth in the General Conditions.

ARTICLE 3
REPRESENTATION OF CONTRACTOR

3.1 CONTRACTOR'S RELATIONSHIP TO OWNER

3.1.1. Notwithstanding anything to the contrary contained in this Agreement, Owner and Contractor agree and acknowledge that Owner is entering into this Agreement in reliance on Contractor's knowledge, skills and experience with respect to performing the Work.

3.1.2. Contractor acknowledges that Owner is entering into this Agreement based on the trust and confidence Owner places on Contractor's knowledge, skills and experience. Contractor covenants with Owner (1) to furnish reasonable skill and judgment consistent with that of a contractor using the professional standards and generally accepted construction practices typically employed for projects of similar size, design and complexity in the County where the Project is located; and (2) to cooperate with the Architect in furthering the interests of the Owner. Further, Contractor shall use its best efforts to perform the Work as set forth in the Contract Documents in an expeditious and economical manner consistent with the interests of Owner.

ARTICLE 4
CONTRACT TIME

4.1 DATE OF COMMENCEMENT

4.1.1. The Contract Time shall be measured from the date of commencement of the Work.

4.1.2. The date of commencement of the Work shall be the later of, the date on which Contractor receives the first of its building permits, the date the Notice of Commencement is recorded, or the first date on which Contractor mobilizes on the Project.

4.2. SUBSTANTIAL COMPLETION

4.2.1. On or before [insert number] () days after the date of commencement, Contractor shall achieve Substantial Completion of the Work (the "Contract Time").

4.2.2. The Contract Time in which to achieve Substantial Completion may be adjusted as set forth in ¶¶ 10.2.2 and 10.2.3 of the General Conditions.

4.2.3. Time is of the essence with respect to achieving Substantial Completion within the Contract Time.

4.3. PROJECT SCHEDULE

4.3.1. Contractor shall execute the Work in accordance with the Project Schedule, attached hereto as Exhibit . The Project Schedule shall identify the activity sequences, durations and milestones of construction for the completion of the various stages and trades comprising the Work. The Schedule also shall identify the dates or times Contractor will require Owner information and approvals (whether by Owner or Architect), a schedule of shop drawings and samples, and the procurement and delivery of materials or equipment requiring long-lead time. In the event the Contract Documents specify that Owner may partially occupy portions of the Work, the Schedule shall reflect the times when such occupancy may occur.

4.3.2. Contractor shall periodically update the Project Schedule as set forth in ¶ 3.6.2 of the General Conditions.

4.4. LIQUIDATED DAMAGES

~~**4.4.1.** If Contractor fails to achieve Substantial Completion of the Project in the Contract Time, as may be adjusted by Change Order, Contractor shall pay Owner [insert amount] (\$[insert]) per day for each day on which Contractor failed to achieve Substantial Completion ("Liquidated Damages"). The Contractor expressly acknowledges that time is of the essence in completing the Work required hereunder and that the actual delay damages which Owner will suffer in the event of a delay in achieving Substantial Completion of the Work are difficult, if not impossible, to determine and that the Liquidated Damages described above are not a penalty but are a fair and reasonable estimate of the direct and non-consequential delay damages which Owner will suffer in the event of such delay.~~

ARTICLE 5 CONTRACT SUM

5.1 CONTRACT SUM

5.1.1. For performance and completion of the Work in accordance with the Contract Documents, Owner shall pay to Contractor the total sum of [insert amount] (\$ [insert]) (the "Contract Sum"), which shall be paid in current funds.

5.1.2. Contractor represents that the Contract Sum includes all costs, expenses, fees, and other such amounts for all materials, services, supplies, labor, equipment, general conditions, and everything else necessary for Contractor to complete the entire Work in accordance with the Contract Documents, including without limitation, insurance, overhead, bonds, taxes, fees for permits, inspections and licenses, and costs of all utilities.

5.1.3. The Contract Sum may be adjusted as set forth in ¶ 10.2.3 of the General Conditions.

5.1.4. Owner shall not be responsible for future price escalation and/or increases related to the Work. Contractor has specifically included price protection in the Contract Sum. Contractor has anticipated normal material or labor price increases throughout the scheduled duration of the Project and has adjusted the price accordingly. To this extent, Contractor will not request any increases in the Contract Sum, except for circumstances created by Force Majeure.

5.1.5. The Contract Sum includes the following Alternates, which are defined in the Contract Documents:

[insert description of Alternate]	[insert cost of Alternate]
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5.1.6. The Contract Sum includes the following Allowances, as defined in the General Conditions:

[insert description of Allowance] [insert amount of Allowance]

5.2. UNIT PRICES

5.2.1. The cost of the Work, including Alternate work, comprising the Contract Sum is based, in part, on the following Unit Prices:

[insert description of Unit Price] [insert amount]

5.3. ACCOUNTING RECORDS

5.3.1. Pursuant to Owner's rights under ¶ 18.3.1 of the General Conditions and to the Owner's satisfaction, Contractor shall keep full and detailed accounts and exercise such controls as the Owner may, in its sole discretion, deem required to monitor the Contractor's Cost of the Work for proper financial management under this Agreement.

ARTICLE 6 PAYMENTS

6.1. PROGRESS PAYMENTS

6.1.1. Periodically, during the progress of the Work, Contractor shall submit to Owner Applications for Payment and Owner shall make periodic progress payment for the performance of the Work as set forth in Article 8 of the General Conditions.

6.2. FINAL PAYMENT

6.2.1. Owner shall make final payment to Contractor representing the total of the Contract Sum, subject to the conditions set forth in Article 9 of the General Conditions.

ARTICLE 7 OWNER AND CONTRACTOR REPRESENTATIVES

7.1. OWNER'S REPRESENTATIVE

7.1.1. For purposes of providing notice under this Agreement and the General Conditions, Owner's representative and contact information is as follows:

[insert name, address, e-mail, phone, and fax]

7.2. CONTRACTOR'S REPRESENTATIVE

7.2.1. For purposes of providing notice under this Agreement and the General Conditions, Contractor's representative and contact information is as follows:

[insert name, address, e-mail, phone, and fax]

ARTICLE 8
INSURANCE

8.1 INSURANCE

8.1.1 Contractor shall furnish Owner with a certificate of insurance evidencing the insurance required herein. Such certificate of insurance shall provide that cancellation of such insurance shall not be effected without thirty (30) days prior written notice to Owner. In no event shall the failure, for any reason, of the Owner to receive any certificate of insurance or copy of any policy of insurance or of any endorsement thereto or any notice or other document required in accordance with the provisions hereof operate as or be construed as a waiver by the Owner or a release of the Contractor's obligation to provide the insurance coverages and limits required. The Contractor's obligation to obtain, pay all premiums for and maintain all insurance required of the Contractor under the provisions hereof is an obligation of the Contractor separate and independent of the Contractor's duty to provide certificates of insurance, copies, policies and endorsements, notices and the like.

8.1.2. The Contractor shall provide, pay all premiums for and maintain during the entire, term of this Contract the following insurance coverages and limits:

(a) Workers' compensation and employer liability insurance shall be maintained by Contractor, during the term of this Contract, for all employees engaged in Work under this Contract, in accordance with the laws of the State where the Project is located. The limits of coverage shall not be less than:

- | | | |
|------|--|---------------------------------------|
| (i) | Workers' Compensation | Statutory Requirements |
| (ii) | Employers' Liability
Disease Aggregate and Disease Each Employee) | \$1,000,000 limit for (Each Accident, |

(b) Commercial general liability insurance, which must be written on an occurrence basis, shall be maintained by Contractor. Coverage shall include, but not be limited to, premises and operations, personal injury, contractual for this Contract, independent contractors, broad form property damage including completed operations, and products and completed operations coverage, personal and advertising injury coverage and fire damage coverage, and shall not exclude coverage for the "X" (explosion), "C" (collapse), and "U" (underground) property damage liability exposures.

Completed operations coverage shall be maintained by Contractor for a period of not less than five (5) years following Final Acceptance by Owner.

This commercial general liability coverage shall be for \$3,000,000 combined single limit achieved through a combination of primary and umbrella-form excess liability coverage, on occurrence basis for both primary and umbrella-form excess liability coverage. Such insurance shall name Owner as an additional insured.

(c) Automobile liability insurance shall be maintained by Contractor as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles. This automobile liability coverage shall be for \$3,000,000 combined single limit, achieved through a combination of primary and umbrella-form excess liability coverage. Such insurance shall name Owner as an additional insured.

(d) All insurance policies to be provided by Contractor under the Contract Documents shall be primary to any insurance policies obtained by Owner. The Contractor's insurance companies shall waive their rights of subrogation against Owner.

ARTICLE 9
OTHER PROVISIONS

9.1 ENUMERATION OF CONTRACT DOCUMENTS

9.1.1. The Contract Documents are enumerated as follows and all are specifically incorporated by reference into this Agreement.

1. This Agreement
2. The General Conditions of the Agreement for Construction;
3. Construction Drawings listed in Exhibit A, attached hereto;
4. The Project Specifications, dated [redacted];
5. The Project Schedule, dated [redacted], and attached hereto as Exhibit [redacted];
6. Addenda, if any, listed in Exhibit [redacted], attached hereto;
7. Geotechnical/engineering reports by [redacted], dated [redacted], attached hereto as Exhibit [redacted];
8. Bid Proposal
9. Further documents as follows:

[insert as required]

9.1.2. This Agreement constitutes the entire agreement between Owner and Contractor with respect to the scope described herein, and supersedes any and all prior and contemporaneous oral or written understandings. This Agreement may not be altered, amended or modified except by a written amendment to this Agreement or Change Order signed by both Owner and Contractor.

This Agreement is entered into on the date first written above.

OWNER

CONTRACTOR

Name _____

Name _____

Title _____

Title _____