



STANDARD FORM OF AGREEMENT BETWEEN CUSTOMER AND CONTRACTOR

Neo Construction Partners, LLC has been informed that we have been named the General Contractor for the project disclosed herein. The following is our contract of standard terms and conditions. Please sign and return this contract to office@neoconstruction.com as an acknowledgement that you are the responsible party to this contract and the terms and conditions outlined in this contract.

AGREEMENT made as of the day of , 2024.

BETWEEN the Owner/Property Management Company (the Customer):

and the Contractor:

**Neo Construction Partners, LLC
8283 N. Hayden Road Ste. 251
Scottsdale, AZ 85258**

for the following Project:

The Architect (when applicable):

The Customer and Contractor agree as follows:

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Drawings, Specifications, Addenda issued prior to execution of the Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to the Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below, or provision is made for the date to be fixed in a notice to proceed issued by the Customer.

Date of Commencement shall be:

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

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than (____) days from the date of commencement, or as follows:

Date of Substantial Completion shall be _____ days from approval of permit,

subject to adjustments of this Contract Time as provided in the Contract Documents.

ARTICLE 4 CONTRACT SUM

4.1 The Customer shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be \$
(_____ **Dollars**), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Customer:

Contract includes attached quotation dated _____ .

ARTICLE 5 PAYMENTS

5.1 Billings/Invoices

Based upon invoices issued for payment to the Customer by the Contractor, the Customer shall make payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

Neo Construction Partners accepts payments by check only. For the protection of both Customer and Neo, Neo Construction Partners LLC does not accept electronic payments, wire or ACH. Any communication to the contrary should be considered fraud. Neo Construction Partners LLC will consider it the customer's responsibility for any damages that result from identity theft.

5.2 Billings for Pre-Construction Costs and Date of Commencement.

Contractor will bill to Customer 20% of the contract price at the Date of Commencement.

In addition, where pre-commencement and pre-construction costs exceed 20% of the Contract Sum, for such items as permitting, architecture, engineering, materials and related items, the Contractor will bill Customer actual pre-construction costs as incurred prior to the Date of Commencement. Such pre-construction billings will be itemized. Notwithstanding pre-commencement billings, if any, the Contractor will also bill Customer 20% of the Contract Price at date of Commencement.

5.3 Progress Billings

For projects expected to exceed three weeks in duration, Contractor will bill to Customer progress billings for work performed prior to the Completion Date. The number and dollar amount of progress billings shall be at the discretion of the Contractor and are generally intended to approximate work performed to date as well as costs incurred by Contractor to date. In general, Contractor progress bills cover work performed over a two-week construction period at a minimum. Progress billings will be made up to 90% of the Contract Price, plus add-ons and change orders if any, allowing 10% for Retention of the total estimated job price to substantial completion.

Standard Progress Billings:

40% upon Commencement - The contract price will be invoiced at the Date of Commencement.

30% upon Top Out - Top Out is when demolition is complete, framing of all new walls is complete, everything that goes inside the walls (e.g. plumbing, electrical, backing, etc.) is installed and has passed the corresponding inspections. At this point, walls are approved to cover.

20% upon Substantial Completion - Substantial completion is when the structure or space is complete yet still may require the completion of punch list items or small repairs and/or small add-ons.

10% upon Completion - Completion of the Project including all punch list items.

5.4 Payment Terms

Contractor pays its subcontractors and suppliers timely to promote on-time delivery and responsiveness to the project schedule. Contractor, in turn, requests on-time payment of its billings by Customers in accordance with the Contractor payment terms.

Contractor's payment terms are Net 15 days from date of invoice. However, such payment terms allow for a grace period of 10 additional business days to allow for in-transit and Customer processing time. Accordingly, payments of outstanding invoices that are not received by Contractor within 10 business days from the due date are deemed past-due by Contractor. Outstanding past-due invoices that remain unpaid after an additional 5 business days (15 business days from the due date) will be assessed a late fee of \$125 or 1% of the invoice amount, whichever is greater. Additional late fees will be assessed for each 30-day calendar period, calculated from the due date, for each past-due invoice that remains unpaid.

5.5 Final Payment

Final payment, constituting the entire unpaid balance of the Contract Sum, including any unpaid Retention, shall be made by the Customer to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to provide additional work beyond the completed project, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final invoice or Application for Payment has been issued to the Owner.

ARTICLE 6 CHANGES IN THE WORK

6.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

6.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

6.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

6.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

FORCE MAJEURE.

Neither OWNER or CONTRACTOR will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

ARTICLE 7 TERMINATION OR SUSPENSION

Either party may terminate this Agreement on thirty (30) calendar days written notice, or if prior to such action, the other party materially breaches any of its representations, warranties or obligations under this Agreement. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law including all attorneys' fees and costs of enforcing this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 Where reference is made in this Agreement to a provision or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the project is located.

8.3 The Customer's representative:

Name:

Work Phone:

Cell Phone:

Email:

8.4 The Contractor's representative:

Name:
Cell Phone:
Email:
Neo Construction Partners, LLC.
4205 N 7th Avenue, Suite 301
Phoenix, Arizona 85013
602.277.9060

8.5 Neither the Customer's nor the Contractor's representative shall be changed without two (2) days written notice to the other party.

8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

9.2 The Agreement is this executed Standard Form of Agreement Between Customer and Contractor.

9.3 The Supplementary and other Conditions of the Contract:

9.4 The Specifications:

9.5 The Drawings:

9.6 The Addenda, if any:

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

9.7 Additional documents, if any, forming part of the Contract Documents:

.1 Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance as required by the Arizona Registrar of Contractors.

The Agreement entered into as of the day and year first written above.

CUSTOMER (signature)

(printed name and title)

CONTRACTOR (signature)

(printed name and title)

Pursuant to Arizona law we are required to inform you of your right to file a written complaint with the Registrar of Contractors for an alleged violation of the Arizona Revised Statutes Section 32-1154, Subsection A. Any complaints must be made within the applicable time period, as set forth in Section 32-1155, Subsection A. The ROC can be contacted at (602) 542-1525, or online at <http://www.roc.az.gov>. We request that if any portion of our work is unsatisfactory, you notify us prior to filing a complaint so we can attempt to resolve any concerns. Any complaints must be made within the applicable time period, as set forth in Section 32-1155, Subsection A.