

Cost Plus Percentage Contract

DATE :MAY 29TH 2007



- NEW CONSTRUCTION
- RENOVATIONS
- REPAIRS
- MAINTENANCE



A. VEGA

CONTRACTING

AARON VEGA



- BLOCK

THE HOUSE DOCTOR
HOME MAINTENANCE

INSULATED CONCRETE FORMS

250 248-9886 fax 248-9827

670 FOSTER DR. PARKSVILLE, BC. V9P - 1A8

a . v e g a @ s h a w . c a



Owners:

Address

:

City:

Project:

This agreement is made this 29TH day of MAY, 2007 between OWNERS NAME, the owners, and Aaron Vega DBA A. Vega Contracting, the contractor. The owner and the contractor agree as set forth below:

1. The contractor accepts the relationship of confidence established between the contractor and the owner by this agreement. He covenants with the owner to furnish his skill and judgment in furthering the interest of the owner. He agrees to furnish efficient business administration and supervision and to use his efforts to furnish at all times an adequate supply of workers and materials, and to perform the work in an expeditious, economical and workmanlike manner.

2. The work to be performed under this contract shall commence 29th MAY 2007, 8:00 a.m. to 4:30 p.m. (a minimum of eight hours per day) subject to factors beyond the contractor's control. The contractor shall use his best efforts to complete said work of improvement on or before 1st SEPT 2007, subject to factors beyond the contractors' control.

3. The owner agrees to reimburse the contractor for the direct "cost of the work" as defined in paragraph 6 below. Such reimbursement shall be in addition to the contractor's fee stipulated in paragraph 4.

4. In consideration of the performance of the contract, the owner agrees to pay the contractor as compensation for his services a contractor's fee as follows:

Twenty (20%) percent of all costs incurred over total project length paid as per paragraph 11.

5. The scope of the work shall consist of the "categories of work" described on the plan attached hereto. The plan is attached solely for the purpose of describing the category of work. The pricing on the plan or any estimates provided previously to the owner shall have no bearing on the cost of the work. This contract replaces any previous contracts, agreements, estimates and the like previously provided to the owner by the contractor. The contractor has the right to cease and desist work until all accrued payment obligations are met by the owner. Three (3%) percent per month interest will accrue on all unpaid balances.

6. The term "cost of the work" shall mean costs necessarily and reasonably incurred in the performance of the work and actually paid by the contractor, including all costs incurred due to changes and extras not listed on the attached plan. All changes are to be made in writing and signed by both the owner and the contractor. The cost of the work includes, but is not limited to, materials,

labour, taxes, WCB, HPO insurance, architectural fees, professional fees, office administration, insurance and the like.

7. The contractor shall provide the HPO warranty of 2, 5 and 10 years: two years for labour and materials, five years for the building envelope and 10 years for structural defects.

8. All portions of the work that contractor's employees cannot perform directly shall be performed under subcontracts. Unless owner has agreed in advance all subcontracts shall be on a fixed price basis. The contractor shall secure the owner's consent before entering into any subcontracts.

9. The contractor shall keep full and detailed accounts as may be necessary for proper financial management under this agreement. The owner shall be afforded access to all the contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this contract, and the contractor shall preserve all such records for a period of three years after the final payment.

10. The owner agrees to pay a ten (10%) percent deposit upon start of job.

11. The contractor shall, every week during the course of work, deliver to the owner a statement showing in detail all costs incurred by the contractor in the execution of this contract for the preceding procurement invoices, payrolls for all the labor and all receipted bills for which payment is due. The owner shall review the statement and shall remit such amount (subject to the builder's lien holdback noted below) within ten days of the owner's receipt of the statement. The final payment, constituting the unpaid balance of the cost of the work and the final contractor's fee (excluding ten (10%) percent builder's lien holdback from each draw for a period of 55 days) shall be paid by the owner to the contractor when the work has been completed and the contract fully performed. The builder's lien holdback shall be dealt with in accordance with the *Builder's Lien Act*.

12. The contractor agrees to maintain workers' compensation and liability insurance throughout the course of his work.

13. The owner and the contractor agree any disputes under this contract will be arbitrated through arbitration, before a single arbitrator; and agree to accept final decisions made by a BBB arbitrator.

14. Obligations herein of the individuals comprising the owner are joint and several.

15. This agreement enures to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assignees.

This agreement is executed the day and year first written above.

A. VEGA CONTRACTING

Owner

Contractor

BUSINESS LICENSE # 1322, HPO 24062

Date

Date