

CONSTRUCTION CONTRACT AGREEMENT

Project Location: _____ Contract Number: _____

Owner Information:

Full Name / Company: _____

Address: _____

Phone/Email: _____

Contractor Information:

Full Name / Company: _____

Address: _____

Phone/Email: _____

Project Description:

Contract Sum and Payment Terms:

Total Contract Sum: _____ USD

Payment Schedule: _____

Clause 1 – Scope of Work

The Contractor shall provide all labor, materials, equipment, and services necessary to complete the construction project described herein in accordance with the plans, specifications, and contract documents.

Clause 2 – Contract Time

The work shall commence promptly upon the date of execution and shall be completed within the agreed timeframe as set forth in the contract documents, subject to extensions for causes beyond the Contractor's control.

Clause 3 – Contract Price and Payment

The Owner shall pay the Contractor the Contract Sum in accordance with the Payment Schedule. Payments shall be made upon submission and approval of periodic invoices reflecting work completed, less retainage if applicable.

Clause 4 – Changes in the Work

Any changes or modifications to the scope of work, contract price, or time must be in writing and signed by both parties as a Change Order before implementation.

Clause 5 – Permits and Regulations

The Contractor shall obtain and pay for all necessary permits, licenses, and inspections required to perform the work and comply with all applicable laws, codes, and regulations.

Clause 6 – Insurance and Bonds

The Contractor shall maintain general liability, workers' compensation, and any other insurance required by law and the contract documents. Bonds, if required, shall be provided as specified.

Clause 7 – Warranties

The Contractor warrants that all work performed shall be free from defects in workmanship and materials for a period of one year from the date of substantial completion.

Clause 8 – Indemnification

The Contractor shall indemnify and hold harmless the Owner and its agents from any claims, damages, or losses arising out of or resulting from the performance of the work, to the extent caused by the Contractor's negligence.

Clause 9 – Termination

Either party may terminate this Agreement upon written notice if the other party materially breaches any term and fails to cure within a reasonable period.

Clause 10 – Dispute Resolution

The parties agree to resolve disputes first through good faith negotiation. If unresolved, disputes shall be submitted to mediation or arbitration as agreed upon in writing.

Clause 11 – Independent Contractor

The Contractor is an independent contractor and is solely responsible for means, methods, techniques, sequences, and procedures of the work.

Clause 12 – Subcontractors

The Contractor may engage subcontractors with the Owner's consent and remains responsible for all subcontracted work.

Clause 13 – Site Conditions

The Owner represents that the site conditions are as known and agrees to notify Contractor of any hazardous conditions.

Clause 14 – Force Majeure

Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including natural disasters, acts of government, or labor disputes.

Clause 15 – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State governing the contract.

Clause 16 – Entire Agreement

This Agreement, together with all attachments and referenced documents, represents the entire understanding between the parties and supersedes all prior agreements.

Clause 17 – Amendments

Any amendments or modifications must be in writing and signed by authorized representatives of both parties.

Clause 18 – Notices

All notices pursuant to this Agreement shall be in writing and delivered by hand, certified mail, overnight courier, or electronic means with confirmation.

Clause 19 – Severability

If any provision of this Agreement is found invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

Clause 20 – Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one instrument.

OWNER'S SIGNATURE**CONTRACTOR'S SIGNATURE**

Signature: _____

Signature: _____

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