

# EXCAVATION CONTRACT AGREEMENT

Location: \_\_\_\_\_ Contract No.: \_\_\_\_\_

## Contractor Information:

Company Name: \_\_\_\_\_

Licensing/Registration Number: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone/Email: \_\_\_\_\_

## Client Information:

Full Name / Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone/Email: \_\_\_\_\_

## Project Description:

The Contractor agrees to perform excavation services at the site specified by the Client. Services include all labor, equipment, materials, and permits necessary for the excavation work as described in the attached Scope of Work and Specifications.

## Site Location and Access:

The excavation site is located at the address provided by the Client. The Client shall ensure reasonable access to the site, including necessary permissions, clearances, and safety considerations to allow the Contractor to perform work efficiently and without undue delay.

## Contract Price and Payment Terms:

Total Contract Price: \_\_\_\_\_ USD

Payment Schedule and Method: \_\_\_\_\_

## Clause 1 – Scope of Work

The Contractor shall furnish all labor, materials, equipment, and supervision required to complete the excavation project in accordance with the specifications and drawings provided to the Contractor prior to execution of this Agreement.

## Clause 2 – Permits and Regulations

The Contractor shall obtain all necessary permits and licenses required by federal, state, and local authorities to perform the excavation work. The Contractor shall comply with all applicable laws, ordinances, regulations, and codes.

## Clause 3 – Site Conditions

The Client warrants that the site conditions are accurately represented to the Contractor. The Contractor shall not be responsible for hidden or unforeseen conditions discovered during excavation unless such conditions arise from Contractor negligence.

## Clause 4 – Changes in Work

Any changes to the scope of work shall be made in writing and signed by both parties. Changes may involve adjustments to the contract price and/or schedule.

**Clause 5 – Schedule and Delays**

The Contractor shall commence work within a reasonable time after execution of this Agreement and shall complete the work according to the agreed schedule. Neither party shall be liable for delays caused by unforeseen events or force majeure.

**Clause 6 – Safety and Environmental Compliance**

The Contractor shall maintain a safe work environment and comply with all OSHA and environmental regulations. The Client shall notify the Contractor of any known environmental hazards at the site.

**Clause 7 – Insurance and Liability**

The Contractor shall maintain general liability and workers' compensation insurance coverage throughout the duration of the project. The Client shall be responsible for insuring the site and property against loss or damage.

**Clause 8 – Indemnification**

Each party shall indemnify and hold harmless the other from and against any claims, damages, or liabilities arising from their negligence or willful misconduct in connection with this Agreement.

**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. Termination shall not relieve the Client of payment obligations for completed work.

**Clause 10 – Dispute Resolution**

Any disputes arising under this Agreement shall first be attempted to be resolved through good faith negotiations. If unresolved, disputes shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association.

**Clause 11 – Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the United States and the applicable state law where the project is located, without regard to conflict of law principles.

**Clause 12 – Entire Agreement**

This Agreement, including all attached exhibits and schedules, constitutes the entire agreement between the parties and supersedes all prior understandings, agreements, or representations.

**Clause 13 – Amendments**

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

**CONTRACTOR'S SIGNATURE**

**CLIENT'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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