

CONSTRUCTION CONTRACT AGREEMENT

Project Location: _____ Contract Date: _____

PARTIES:

Owner Name: _____

Owner Address: _____

Owner Phone/Email: _____

CONTRACTOR:

Contractor Name: _____

Contractor Address: _____

Contractor Phone/Email: _____

PROJECT INFORMATION:

Project Description: _____

Project Address: _____

Scope of Work: _____

CONTRACT AMOUNT AND PAYMENT TERMS:

Contract Price: _____ USD

Payment Schedule: _____

Article 1 – Contract Documents

The Contract Documents consist of this Agreement, the Drawings, Specifications, and all Addenda, Modifications, and Change Orders issued after execution of this Agreement. These documents constitute the entire agreement between the parties and supersede all prior negotiations, representations, or agreements.

Article 2 – Scope of Work

Contractor shall furnish all labor, materials, equipment, and services necessary to complete the work described in the Contract Documents in accordance with the standards of the construction industry and all applicable laws and regulations.

Article 3 – Contract Time

The work shall commence promptly upon written notice to proceed and shall be substantially completed within the number of days stated in the Contract Documents, subject to adjustments as provided therein.

Article 4 – Contract Price

Owner shall pay Contractor the Contract Price as stated above, subject to additions and deductions for changes in the work as provided in the Contract Documents.

Article 5 – Payment Terms

Payments shall be made in accordance with the Payment Schedule. Contractor shall submit Applications for Payment, and Owner shall make payments within the time specified. Final payment shall be made upon completion and

acceptance of the work.

Article 6 – Changes in the Work

Changes in the work shall be authorized only by written Change Orders signed by both parties, which shall specify the changes in scope, contract time, and contract price.

Article 7 – Owner's Responsibilities

Owner shall provide access to the site, timely decisions, and all necessary information and approvals to facilitate Contractor's performance.

Article 8 – Contractor's Responsibilities

Contractor shall perform the work in a professional manner, comply with laws and safety regulations, and obtain all necessary permits and inspections.

Article 9 – Warranties

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

Article 10 – Indemnification

Contractor shall indemnify, defend, and hold Owner harmless from claims, damages, losses, and expenses arising out of Contractor's performance of the work, except to the extent caused by Owner's negligence.

Article 11 – Insurance

Contractor shall maintain insurance coverage as required by the Contract Documents and provide certificates of insurance to Owner.

Article 12 – Termination

Either party may terminate this Agreement upon material breach by the other party, provided that written notice and a reasonable opportunity to cure is given.

Article 13 – Dispute Resolution

Any disputes arising under this Agreement shall be resolved first by negotiation, then mediation, and if unresolved, by binding arbitration under the rules of the American Arbitration Association.

Article 14 – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of law principles.

Article 15 – Entire Agreement

This Agreement represents the entire agreement between the parties and supersedes all prior agreements or understandings, written or oral.

Article 16 – Severability

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

Article 17 – Notices

All notices required or permitted shall be in writing and delivered personally, by certified mail, or by nationally recognized courier service to the addresses set forth above or such other address as either party may designate in writing.

Article 18 – Assignment

Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party.

Article 19 – Independent Contractor

Contractor is an independent contractor and not an employee or agent of Owner.

Article 20 – Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one agreement. The parties have executed this Agreement effective as of the date first written above.

OWNER'S SIGNATURE

CONTRACTOR'S SIGNATURE

Signature: _____

Signature: _____

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