

FIXED PRICE CONSTRUCTION CONTRACT

Project Location: _____ Contract No.: _____

PARTIES:

Owner (Client): _____

Contractor: _____

PROJECT DESCRIPTION:

Scope of Work:

CONTRACT SUM:

The Owner agrees to pay Contractor the fixed sum of: _____ USD

This sum constitutes full compensation to Contractor for all work, labor, materials, equipment, and services required to complete the Project.

TIME OF COMPLETION:

Contractor shall commence work upon receipt of Owner's notice to proceed and shall achieve Substantial Completion within _____ calendar days.

PAYMENT TERMS:

Payments shall be made as follows:

- Initial deposit upon execution of Contract: _____ USD
- Progress payments based on work completed: _____ USD
- Final payment upon Substantial Completion: _____ USD

CONTRACTOR'S OBLIGATIONS:

Contractor shall furnish all labor, materials, equipment, and services necessary to complete the Project in a professional and workmanlike manner, in accordance with the Contract Documents, and compliant with all applicable laws, codes, and regulations.

OWNER'S OBLIGATIONS:

Owner shall provide access to the site, timely decisions, approvals, and payments, and shall cooperate with Contractor to facilitate completion of the Project.

CHANGES IN THE WORK:

Any changes to the Scope of Work shall be made only by written Change Order signed by both parties, including any adjustments to the Contract Sum or Time.

WARRANTY:

Contractor warrants that the work performed shall be free from defects in workmanship and materials for a period of one year from the date of Substantial Completion, except for defects caused by misuse, negligence, or ordinary wear and tear.

INDEMNIFICATION:

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

INSURANCE:

Contractor shall maintain insurance coverage, including general liability and workers' compensation, in amounts satisfactory to Owner and shall provide certificates of insurance upon request.

DEFAULT AND TERMINATION:

If either party breaches any material obligation and fails to cure within fourteen (14) days after written notice, the non-breaching party may terminate this Contract and seek any available remedies at law or equity.

DISPUTE RESOLUTION:

Any disputes arising under this Contract shall be resolved first through good faith negotiation between the parties. If unresolved, disputes shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

GOVERNING LAW:

This Contract shall be governed by and construed in accordance with the laws of the State in which the Project is located, without regard to conflict-of-law principles.

ENTIRE AGREEMENT:

This Contract, including any referenced documents, constitutes the entire agreement between Owner and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral.

NOTICES:

All notices or demands required or permitted under this Contract shall be in writing and delivered personally, by certified mail, or by nationally recognized overnight courier to the parties at their respective addresses.

SEVERABILITY:

If any provision of this Contract is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

COUNTERPARTS; ELECTRONIC SIGNATURES:

This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and electronic or PDF signatures shall be valid and enforceable.

OWNER'S SIGNATURE

CONTRACTOR'S SIGNATURE

Signature: _____

Signature: _____

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