

GUARANTEED MAXIMUM PRICE CONTRACT

Project Name: _____ Contract Number: _____

Parties:

Owner: _____

Contractor: _____

Contract Description:

Description of Work: _____

Guaranteed Maximum Price (GMP):

Total GMP Amount: _____ USD

Allowance (if applicable): _____ USD

Contract Timeframe:

Commencement of Work: _____

Substantial Completion: _____

Scope of Work:

(Attach detailed Scope of Work as Exhibit A)

Schedule of Values:

(Attach detailed Schedule of Values as Exhibit B)

1. Contract Documents

The Contract Documents consist of this Guaranteed Maximum Price Contract and all exhibits, drawings, and specifications incorporated herein by reference. These documents form the entire agreement between Owner and Contractor concerning the Work.

2. Guaranteed Maximum Price

Contractor guarantees that the total cost to complete the Work, including general conditions, overhead, profit, and allowances, will not exceed the Guaranteed Maximum Price (GMP) stated above unless Owner authorizes changes in writing.

3. Changes in the Work

Any changes to the Work, including additions, deletions, or modifications, shall be made only by written Change Order signed by both Owner and Contractor. Change Orders may adjust the GMP and Contract Timeframe accordingly.

4. Contractor's Responsibilities

Contractor shall perform and complete the Work in accordance with the Contract Documents, comply with all applicable laws and regulations, obtain all permits, and be responsible for the acts and omissions of its subcontractors and suppliers.

5. Owner's Responsibilities

Owner shall provide all necessary information, approvals, and access to the site in a timely manner, and shall make payments to Contractor as provided in this Contract.

6. Payment Terms

Owner shall make progress payments to Contractor based on the Schedule of Values upon receipt of Contractor's application for payment, subject to Owner's approval. Final payment shall be made upon Substantial Completion and acceptance of the Work.

7. Allowances

Allowances included in the GMP are estimates for certain portions of the Work. Contractor shall account for actual costs and provide documentation to Owner. Any unused allowance shall be credited to Owner.

8. Delays

Contractor shall notify Owner promptly of any delays affecting the Contract Timeframe. Extensions of time may be granted for delays beyond Contractor's control but do not entitle Contractor to additional compensation unless agreed in writing.

9. Warranties

Contractor warrants the Work to be free from defects in workmanship and materials for a period consistent with industry standards and applicable law. This warranty period shall commence upon Substantial Completion.

10. Insurance and Bonds

Contractor shall maintain insurance coverage and performance/payment bonds as required by the Contract Documents and applicable law, naming Owner as additional insured where applicable.

11. 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 or willful misconduct.

12. Termination

Owner may terminate this Contract for convenience or for Contractor's default upon written notice. Contractor may terminate under limited circumstances as provided herein. Termination shall be governed by the terms set forth in the Contract Documents.

13. Dispute Resolution

Any disputes arising under this Contract shall be resolved first by negotiation or mediation. If unresolved, disputes shall be subject to binding arbitration or litigation as agreed by the parties in the Contract Documents.

14. Governing Law

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

15. Notices

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

16. Entire Agreement

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

17. Severability

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

18. Counterparts and Electronic Signatures

This Contract may be executed in counterparts, each of which shall be deemed an original, and may be executed by electronic signature, which shall be deemed to have the same legal effect as an original signature.

19. Assignment

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

20. Compliance with Laws

Contractor shall comply with all applicable federal, state, and local laws, regulations, ordinances, and codes in performing the Work.

OWNER'S SIGNATURE

CONTRACTOR'S SIGNATURE

Signature: _____

Signature: _____

Original source of this document:

<https://contract247-us.com/guaranteed-maximum-price-contract/>

Did you find this template helpful?

Find more updated templates at:

<https://contract247-us.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.