

Company _____ – (Slogan) _____

Address _____ Phone _____ @ _____

logo

Construction Contract

1
2

3 [Client Name] Jobsite: _____ (Address)

4 Primary Emergency Contact _____ / _____

5 Secondary Emergency Contact _____ / _____

6

7 [Contractor Name] Jobsite: _____ (Address)

8 Primary Emergency Contact _____ / _____

9 Secondary Emergency Contact _____ / _____

10 **1 ENTIRE CONTRACT**

11 This document and all items attached,
12 included within the Number of Pages
13 listed at the bottom of this page, includes
14 the entirety of the binding agreement.
15 Any additions, addendums, or annexes
16 will be held under separate agreement
17 provisions.

18 **2 PARTIES**

19 The legal agreement "Contract"
20 contained within the pages is agreed to
21 between the Client and the Contractor
22 listed within this section. These "Parties"
23 agree to terms which are effective
24 subject to specific dates also stated in this
25 section.

26 The Contractor is (the _____
27 of Contractor's company):

28 _____
29 __ (Contractor Name), with Company
30 Name and Address:

31 _____

32 _____

33 _____

34 and phone number:

35 _____.

36 _____ (title) of Client's
37 Company):

38 _____

39 __, with Address

40 _____

41 _____

42 _____

43 _____

44 And phone number:

45 _____.

46 And the Construction Site "Site" is located
47 at the Address

48 _____

49 _____

50 _____

51 _____

52 And phone number and name of site
53 point of contact:

54 _____.

55 **2.1 PLANS**

56 The "Contract" will mean that the
57 Contractor shall abide by all agreement
58 terms, and perform work defined in the
59 "Plans" document(s) specified here:

60 _____

61 _____

62 _____

63 _____.

64 And the Plans will be performed to the
65 "Specifications," standards, or definitions
66 of quality control specified here:

67 _____

68 _____

69 _____

70 _____.

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111 Expiration Date" is, the: _____th/_{rd} of
112 _____, 20 _____.

158 the most recent dated change will
159 take control.

113 After this date, if the Client still has not
114 obtained funds, the Contract is nullified in
115 its entirety.

160 **7 PERMITS AND** 161 **CERTIFICATIONS**

116 **5.1 COMMENCEMENT**

117 The Contingent Expiration Date SHALL
118 NOT precede the Effective Date of the
119 Contract, and if an effective date is
120 written that precedes the Contingent
121 Expiration Date, then the Contingent
122 Expiration Date replaces the Effective
123 Date, and all dates dependent on the
124 Effective Date will be replaced according
125 to the time differences.

162 The Contractor will obtain and preserve
163 at their own cost, through the effective
164 term of this Contract:

165 Any Certificates, Permits, Licenses,
166 External Agreements and other
167 paperwork required by Statute in order to
168 legally complete the Work.

126 Work shall begin no later than _____ days
127 after the Effective Date, and the date
128 that Work begins is the "Commencement
129 Date".

169 **8 SUBCONTRACTING**

130 **5.2 COMPLETION**

131 The Work shall be completed, including all
132 deliverables and milestones, before
133 _____ months succeeding the
134 Commencement Date.

170 The Contractor [] may [] may not
171 (Check ONE) subcontract Work defined in
172 this Contract as allowed by Law. The
173 Contractor Agrees to pay subcontractors
174 promptly and to settle any disputes with
175 subcontractors at Contractor's own
176 expense.

177 The Contractor is liable for any delays,
178 damages, warranties broken, material
179 breaches, penalties, or other damages
180 incurred due to subcontractors' work.

135 **6 CHANGE ORDERS**

136 Any changes made to the Contract will
137 require a "Change Order," defined here.

138 The Change Order shall include:

- 139 • a list of changes with reference to
140 task names or identifiers in the
141 Plans
- 142 • all scheduling changes incurred
143 by the changed items
- 144 • compensation changes incurred
145 by the changed items
- 146 • Explanation of reasoning for the
147 Change Order
- 148 • Signature by Client and
149 Contractor.

150 The Change Order(s) shall be valid
151 only if signed by the Parties, and
152 attached to the Signed Contract,
153 and all other Change Orders,
154 Contract Addendums, Plans, and
155 Annexes.

156 In the case of a conflicting Change
157 Order, Addendum, Plan, or Annex,

181 **9 CONTRACTOR ACCESS**

182 The Client will provide the Contractor and
183 all of the Contractor's agents,
184 subcontractors, or affiliates with
185 Reasonable physical access to the site
186 after this Contract is signed, and until the
187 expiration of this Contract.

188 Access may be denied to the Contractor
189 or Contractor's agents, affiliates, or
190 subcontractors if they can not provide
191 proof of affiliation, such as a phone call to
192 the Contractor.

193 The site access shall be granted only for
194 purposes relating to this Contract. For
195 example, the Contractor shall not store
196 supplies for a nearby unaffiliated site on
197 this Site.

198 **10 CLIENT ACCESS**

199 The Client, Client's subcontractors,
200 affiliates, or agents will have access to the

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201 Site, including all equipment, assets, and
202 Work.

203 The Access by the client will be used to
204 appraise, assess, inspect, and evaluate
205 the Work in progress, and the Client will
206 not interfere with the Work to a
207 reasonable degree.

208 The Contractor will not be liable for delays
209 caused by any inspections which are not
210 listed below:

211 **10.1 LIST OF PLANNED INSPECTIONS**

No.	Description	Date	Site Closure

212 **11 INSURANCE**

213 The Parties agree to maintain insurance
214 subject to the terms below. Insurance
215 must be carried out in a legal manner,
216 currency, and license, appropriate for the
217 scope of work.

218 [Insurance requirements]

219 *Include insurance requirements for the*
220 *Contractor, Subcontractor(s), Client,*
221 *Client's agents or affiliates, and any*
222 *important assets. Include persons,*
223 *property, and any insurance required by*
224 *law as well, and be as specific as*
225 *possible.*

226 **12 DISPOSAL OF REFUSE**

227 The Contractor will dispose of all materials
228 and refuse as a result of the Work in
229 accordance to statute. Further, the Site
230 shall be kept reasonably clean of refuse,
231 subject to inspection by the Client.

232 Refuse disposal shall be carried out no
233 more than _____ days after
234 _____ (milestone).

235 **13 HAZARDOUS MATERIALS**

236 "Hazardous materials" means any
237 substance which is defined either by
238 common reference or by law as:
239 dangerous to humans or the environment,
240 such as this non-exclusive list:

241 explosives, solvents, biohazards,
242 radioactive materials, asbestos, lead
243 paints, freon, items containing heavy
244 metals, CFCs, PCBs, formaldehyde.

245 Contractor shall comply with regulations
246 and best practices to safely handle, use,
247 and dispose of Hazardous Materials.

248 Contractor will be liable and indemnify
249 and hold harmless the Client, for any
250 damages to the site resulting from the use
251 of Hazardous Materials.

252 **14 DESTRUCTION**

253 If the Site is destroyed, in whole or in part,
254 whether by an act of God, natural
255 disaster, war, or by outside causes, then
256 any of the Parties has a right to
257 Termination of this Contract.

258 **15 FORCE MAJEURE**

259 Parties will NOT be deemed in breach, or
260 to have liability, or need to perform
261 services, if the reason of the breach,
262 liability, or failure to perform services is
263 due in whole or part to:

264 acts of God, worker strike, supplier delay
265 or lack of availability, regulation or
266 regulation changes, war, or any other
267 cause outside of the control of the
268 Contractor or Client.

269 **16 UTILITIES**

270 Any utilities relevant to the Site will be
271 paid by:

272 [] The Client [] the Contractor

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273 (CHECK ONE) during the Effective Dates
274 of the Contract.

275 **17 SUBSTANTIAL COMPLETION**

276 The Contractor will notify the Client when
277 the Contract is Substantially Complete.

278 Upon receiving the "Notice," the Client
279 will perform a final inspection and deliver
280 a "Punch List" to the Contractor within
281 _____ days after receiving the Notice.

282 Contractor will perform works required by
283 the Punch list in a prompt manner, and
284 the Client may withhold final payments
285 until Punch List items have all been
286 completed.

287 **18 WARRANTIES**

288 **18.1 CONTRACTOR WARRANTS**

289 that it represents a company which is
290 licensed to perform the Works, and that
291 Contractor will perform such works in
292 compliance with all regulations and
293 industry best practices, and Contractor
294 will meet all specifications, standards, and
295 qualifications defined herein.

296 **18.2 CLIENT WARRANTS**

297 that (a) Client is the legal owner of the
298 Site or the Site's agent with power of
299 attorney; (b) The Client has full legal
300 authority to enter into this Contract
301 without permission from another entity; (c)
302 The Work defined in the Contract, Plans,
303 Addendums, Change Orders, Annexes, or
304 other documents is legal and in
305 compliance with applicable regulations,
306 guidance, and local requirements; And
307 (d) the Client has the ability to comply
308 with the terms of compensation, such as a
309 reasonable basis to obtain loans for
310 funding the Contract Works, and any
347

311 additional works defined, within the time
312 period defined in this document.

313 **19 MISCELLANEOUS**

314 **19.1 ASSIGNMENT**

315 This Contract can not be re-assigned
316 without consent from all Parties. In the
317 event of the dissolution or cessation of
318 any entity's existence which was a Party
319 to this Contract, the remaining party(ies)
320 may terminate the contract and seek
321 compensation or damages from the
322 previous owners, parent organizations,
323 investors, or other persons or entities
324 "Stakeholders" which have previously
325 held ownership or control of the dissolved
326 or ceased entity or its parents.

327 **19.2 LEGALITY**

328 Any term of this contract, if found to be
329 illegal, or if a term reasonably requires the
330 performance of illegal acts, shall be
331 considered invalid and unenforceable.

332 Regardless of the illegality of any
333 particular term, all other non-dependent
334 terms shall still remain in effect.

335 **19.3 NOTICES**

336 Any Notices will be sent to the contacts
337 defined in lines 3-9 of this Contract.

338 **19.4 GOVERNANCE**

339 *Indicate the locale that the Contract will
340 be governed under. Be specific, the
341 Contract will benefit from listing the
342 specific State, City, County, Federal
343 Statutes which apply to your operation.*

344 *List any Agreements like HOAs, Unions, or
345 other non-governmental agreements that
346 the Contract will be governed under.*

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349 **20 SIGNATURE CLAUSES**

350

This Contract is binding upon and inure to the benefit of the Parties, and to their administrator, legal representative, heir(s), executor(s), trustees, and owners. If a contradiction is found in the Contract, terms in the Specification will maintain authority. In the case of contradiction found with the Specification, the Plans will maintain authority.

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Client Signature Date

Contractor Signature Date

Client (Representative) Name

Contractor (Representative) Name

357