# Construction Contract

This agreement is made on the date written above our signatures between

Contractor Name: (Contractor) and Owner Name: (Owner).

# Contractor

Contractor Name: Address: Address: City: , State: Zip: Work Phone Number: Fax Number: Email Address: License Number: Contractor Name: is licensed as a corporation in the state of State: .

Contractor Name: will be referred to as Contractor throughout this agreement.

# Owner

Owner Name: Address: Address: City: , State: Zip: Day Phone Number: Cell Phone Number: Fax Number: Email Address: Owner Name: is organized as a corporation in the state of State: .

Owner Name: will be referred to as Owner throughout this agreement.

# Owner's Representative

Owner will be represented by Name of representative

(Owner's Representative) as described in this agreement.

Name of representative: Address: Address: City: , State: Zip: Day Phone Number: Cell Phone Number: Fax Number: Email Address: Name of representative will be referred to as

Owner's Representative throughout this agreement.

# The Construction Site

Legal description:

City: , California Zip:

# Project Description

A. For a price identified below, Contractor agrees to complete a new commercial or industrial building (identified as the Project in this agreement) for Owner.

# Contract Price

A. In addition to any other charges specified in this agreement, Owner agrees to pay Contractor

$ for completing the Work described as the Project.

# Alternative Pricing Options

1. At the option of Owner, the following adjustments may be made to the Project:
   1. Add $ for

.

* 1. Subtract $ for

.

# Allowances

* + 1. This Contract Price includes allowances for items to be selected later by Owner.

1. $ for .

Installation will be by Contractor at a cost included in the Contract Price The allowance price covers the cost of:

Materials Taxes Delivery

2. $ for .

Installation will be by others at a cost included in the allowance price

# Payment Per Unit of Work

A. In addition to other charges specified in this agreement, Owner agrees to pay Contractor

$ per of .

1. If the actual quantity of is more or less than , the Contract Price will be increased or reduced by $ per of

more or less than .

# Scheduled Start of Construction

* 1. Work under this agreement will begin within 1 Calendar Days after the following contingencies have been met.

1. Complete Plans and Specifications have been approved and initialed by both Owner and Contractor.
2. Owner has obtained a construction loan or other financing acceptable to Contractor.
3. Owner has obtained all architectural approvals from subdivision or neighborhood authorities.
4. Owner has furnished Contractor with evidence of ownership of the property satisfactory to Contractor.
5. All appropriate building permits have been issued.
6. Contractor has received written notice from the lien holder or the title company insuring lien holder's security interest in the property that all documents required to be recorded prior to the commencement of construction have been properly recorded.
7. The contract has been signed by Owner and Contractor.

# Scheduled Completion of Construction

A. Work under this agreement will be Substantially Completed within Calendar Days after the date construction begins.

# Documents Incorporated

1. The Glossary of Terms which follows our signatures is incorporated into this contract as though included in full as part of this agreement.
2. This agreement incorporates by reference certain documents which define and describe the Work to be done. The following documents are incorporated as though included in full as part of this agreement.

# Plans

Plans dated / / Consisting of sheet(s)

Prepared by Last changed on / /

And further identified as

# Specifications

Specifications dated / / Consisting of sheet(s)

Prepared by Last changed on / /

And further identified as

# Detailed Drawings

Detailed Drawings dated / / Consisting of sheet(s)

Prepared by Entitled And further identified as

# Shop Drawings

Shop Drawings dated / / Consisting of sheet(s)

Prepared by Entitled And further identified as

# Schedule

Schedule dated / / Consisting of sheet(s)

And further identified as

# Ownership of Plans

A. All Plans, Drawings, Specifications and other documents prepared by or for Owner for use under this agreement are the property of Owner and remain the property of Owner. Plans, Drawings and Specifications, whether in paper or electronic form, prepared for use in construction under this agreement shall not be modified or used on any other project without written consent of Owner. Contractor shall hold harmless and Indemnify Owner from and against any and all Claims, actions, suits, costs, damages, losses, expenses and attorney's fees arising out of use of the Project Plans, Drawings, or Specifications for any purpose other than construction to be completed under this agreement. Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Plans, Specifications and Drawings as required for construction under this agreement. All copies made under this license shall bear a notice showing Owner as copyright holder. All Plans, Drawings, Specifications and other documents prepared for use in construction under this agreement are to be returned to Owner at completion of the Work or termination of the contract. Contractor may retain one record set of the Plans, Drawings and Specifications. All other sets shall be accounted for by Contractor and returned to Owner. Submittal or distribution of Project Plans, Drawings or Specifications to meet Official Regulatory Requirements is not to be construed as publication in derogation of the rights of Owner.

# Plans on Site

A. Contractor will keep a full set of Project Plans available on-site to authorized personnel during the period of construction.

# Documents Supplied to Contractor

1. Owner will furnish to Contractor at no cost:
   1. A full set of Plans and Specifications for all trades in electronic format.
   2. Contractor will distribute Contract Documents as required by Subcontractors.

# Scope of Work

1. Contractor shall supervise and direct the Work and accepts responsibility for construction means, methods, techniques, sequences and procedures required to complete the Project in compliance with the Contract Documents.
2. Contractor is responsible for coordination of the various trades and deliveries of equipment, materials and supplies to minimize interference which could delay the Work or pose a hazard to life or property. Contractor shall be responsible for allocation of tasks between trades and will be the final authority on location and routing of equipment and storage of materials on the Job Site.
3. Contractor will ensure that Subcontractors, their agents, and employees adhere to these Contract Documents. Contractor accepts responsibility for all Work performed under this contract, including Work performed by employees of Subcontractors. Contractor will settle disputes among Subcontractors and between Contractor and Subcontractors so that disagreements do not delay completion of the Work or affect quality of the Work.