

California Construction Contract

This **California Construction Contract** ("**Agreement**") is entered into as of _____ ("**Effective Date**") by and between the following parties:

Contractor

Owner

The Owner and Contractor may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

WHEREAS, the Owner desires to engage the Contractor to perform certain construction services at the property identified in this Agreement;

WHEREAS, the Contractor represents that it possesses the qualifications, experience, personnel, and any licenses required to perform the Work described in this Agreement;

WHEREAS, the Parties wish to establish the terms and conditions governing the performance of the Work.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in this Agreement, the Parties agree as follows:

1. Scope of Work

The Contractor shall furnish all labor, supervision, equipment, tools, materials, transportation, and other resources necessary to complete the following work ("**Work**"):

Project Description:

Project Address:

The Contractor shall perform the Work in a professional and workmanlike manner consistent with generally accepted construction practices and in accordance with the plans, specifications, drawings, schedules, and written change orders incorporated into this Agreement.

2. Contract Documents

The following documents form part of this Agreement:

- This Agreement.
- Approved plans and specifications.
- Written change orders executed by both Parties.
- Project schedule, if applicable.
- Any written amendments signed by both Parties.

If there is any inconsistency among the contract documents, this Agreement shall govern unless the Parties expressly agree otherwise in writing.

3. Contract Price

The Owner agrees to pay the Contractor a total contract price of \$ _____.

Unless otherwise stated, the Contract Price includes all labor, materials, equipment, overhead, profit, permits specifically assigned to the Contractor under this Agreement, and all services necessary to complete the Work.

4. Payment Terms

Payments shall be made according to the following schedule:

Payment Milestone	Amount	Due Date or Condition
Initial Deposit		Upon execution of this Agreement
Progress Payment 1		
Progress Payment 2		
Final Payment		Upon substantial completion and satisfaction of final inspection

The Contractor shall submit invoices describing the Work completed. The Owner shall pay approved invoices within _____ days after receipt. The Owner may withhold payment only to the extent reasonably necessary to address defective work, incomplete work, disputed charges, or other material failures under this Agreement.

Final payment does not constitute acceptance of defective work that could not reasonably have been discovered before payment.

5. Project Schedule

Work shall commence on or about _____ and is expected to achieve substantial completion by _____, subject to approved changes, weather conditions, material availability, governmental actions, unforeseen site conditions, and other circumstances beyond the Contractor's reasonable control.

The Contractor shall promptly notify the Owner of anticipated delays and provide a revised completion schedule when appropriate.

6. Permits, Licenses, and Approvals

Each Party shall obtain the permits, approvals, inspections, and authorizations assigned to that Party under this Agreement.

The Contractor represents that it holds all licenses required to perform the Work.

The Owner shall provide reasonable access to the property and cooperate in obtaining approvals or information that are the Owner's responsibility.

7. Materials and Workmanship

Unless otherwise agreed in writing, all materials shall be new and of commercially acceptable quality.

The Contractor shall complete the Work using qualified personnel and in accordance with applicable building standards and the contract documents.

If the Owner identifies defective or nonconforming work before final completion, the Contractor shall promptly correct such work at no additional cost, provided the defect results from the Contractor's performance or supplied materials.

8. Owner Responsibilities

The Owner shall:

- Provide timely access to the project site.
- Provide information reasonably necessary for completion of the Work.
- Make payments as required under this Agreement.
- Timely review and approve requests requiring Owner decisions.
- Notify the Contractor promptly of concerns regarding the Work.

9. Contractor Responsibilities

The Contractor shall:

- Perform the Work diligently and safely.
- Coordinate subcontractors, suppliers, and personnel.
- Maintain a clean and reasonably organized job site.
- Comply with applicable safety requirements.
- Protect the Owner's property from unnecessary damage during construction.
- Promptly notify the Owner of circumstances affecting project cost or schedule.

10. Changes to the Work

Any modification to the Work, Contract Price, project schedule, or other material term shall be made only through a written change order signed by both Parties.

Each change order should describe:

- The revised scope of work.
- Any adjustment to the Contract Price.
- Any adjustment to the completion date.
- Any additional conditions applicable to the change.

No verbal instruction shall modify this Agreement unless confirmed in a written change order signed by both Parties.

11. Site Conditions

If concealed, hazardous, or materially different site conditions are encountered that could not reasonably have been anticipated, the Contractor shall promptly notify the Owner before proceeding with affected work.

The Parties shall cooperate in determining appropriate adjustments to the Work, Contract Price, and project schedule.

12. Insurance

During performance of the Work, the Contractor shall maintain insurance appropriate for its operations, which may include commercial general liability insurance, workers' compensation insurance where required, automobile liability insurance for business vehicles, and any other insurance reasonably appropriate for the project.

Upon reasonable request, the Contractor shall provide evidence of applicable insurance coverage.

13. Indemnification

To the extent permitted by applicable law, each Party shall be responsible for losses, damages, claims, liabilities, and expenses arising from that Party's negligent acts, omissions, or willful misconduct in connection with this Agreement.

Neither Party shall be responsible for losses caused solely by the negligence or misconduct of the other Party.

14. Warranties

The Contractor warrants that the Work shall be performed in a professional and workmanlike manner and substantially conform to the requirements of this Agreement.

Unless otherwise stated in writing, this warranty does not cover:

- Normal wear and tear.
- Damage caused by misuse, abuse, neglect, or improper maintenance.
- Alterations performed by others.
- Events beyond the Contractor's reasonable control.

Any manufacturer warranties applicable to installed products shall remain subject to the manufacturer's terms.

15. Inspection and Acceptance

The Owner may inspect the Work at reasonable times.

Upon substantial completion, the Parties shall conduct a final inspection and prepare a list of remaining items requiring completion or correction, if any.

The Contractor shall complete the listed items within a reasonable time before requesting final acceptance.

16. Suspension of Work

The Owner may direct the Contractor to suspend all or part of the Work by written notice.

If the suspension is not caused by the Contractor's breach, the Parties shall negotiate equitable adjustments to the project schedule and Contract Price, where appropriate.

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If the suspension is not caused by the Contractor's breach, the Parties shall negotiate equitable adjustments to the project schedule and Contract Price, where appropriate.

17. Termination

Either Party may terminate this Agreement for material breach if the breaching Party fails to cure the breach within _____ days after receiving written notice describing the breach.

The Owner may terminate this Agreement without cause upon written notice. In that event, the Owner shall pay the Contractor for all Work properly performed, materials reasonably committed for the project, and reasonable demobilization costs incurred before the effective termination date.

Upon termination, the Contractor shall:

- Cease further Work except as reasonably necessary to protect the project.
- Deliver completed portions of the Work for which payment has been made.
- Remove its personnel, equipment, and temporary facilities within a reasonable time.

Termination does not affect any rights or obligations that accrued before termination or any provisions intended to survive termination.

18. Limitation of Liability

Neither Party shall be liable to the other for indirect, incidental, special, consequential, or punitive damages arising from this Agreement, except where such limitation is prohibited by applicable law or results from fraud, willful misconduct, or obligations expressly assumed under this Agreement.

19. Force Majeure

Neither Party shall be responsible for delays caused by events beyond its reasonable control, including natural disasters, severe weather, governmental actions, labor disruptions, epidemics, material shortages, or similar events.

The affected Party shall provide prompt notice and resume performance as soon as reasonably practicable.

20. Notices

Any notice required under this Agreement shall be in writing and delivered personally, by recognized courier, certified mail, or electronic mail to the addresses in the first page of this Agreement or to any updated address provided in writing.

21. Assignment

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except in connection with a lawful merger or transfer of substantially all business assets.

22. Confidentiality

Each Party shall keep confidential any non-public business, financial, technical, or proprietary information received from the other Party in connection with this Agreement and shall use such information solely for purposes of performing this Agreement, unless disclosure is required by law or authorized in writing.

23. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of the State of California, without regard to its conflict of law principles.

The Parties shall first attempt in good faith to resolve any dispute through direct negotiations. If the dispute cannot be resolved through negotiation, the Parties may pursue mediation or any other lawful dispute resolution process before commencing litigation, unless immediate legal action is necessary to preserve rights or prevent irreparable harm.

24. Entire Agreement

This Agreement constitutes the entire understanding between the Parties concerning the subject matter and supersedes all prior negotiations, discussions, proposals, and agreements relating to the Work.

25. Amendments

No amendment or modification of this Agreement shall be effective unless it is in writing and signed by both Parties.

26. Severability

If any provision of this Agreement is determined to be unenforceable, the remaining provisions shall continue in full force to the fullest extent permitted by applicable law.

27. Waiver

A Party's failure to enforce any provision of this Agreement shall not constitute a waiver of that provision or of the right to enforce it later.

28. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one agreement.

Electronic signatures shall have the same effect as handwritten signatures to the extent permitted by applicable law.

Signatures

By signing below, the Parties acknowledge that they have read, understood, and agree to be bound by the terms of this Agreement.

Contractor

Name

Date

Signature

Owner

Name

Date

Signature



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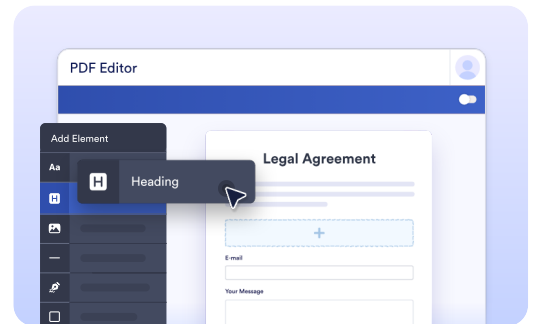
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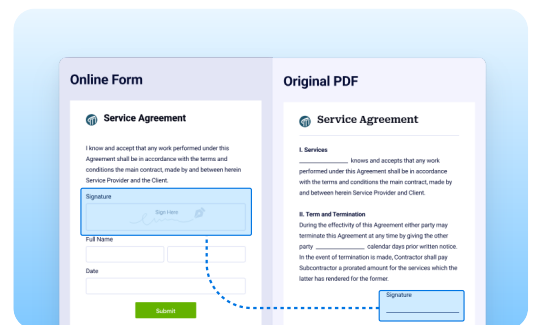
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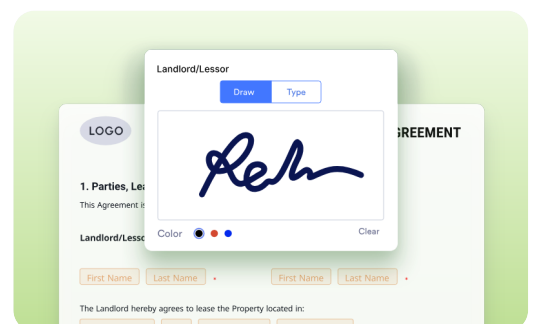
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