

Commercial Construction Contract

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

Contractor

Client

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

WHEREAS, the Client desires to retain the Contractor to perform commercial construction services for the Project described in this Agreement;

WHEREAS, the Contractor represents that it possesses the qualifications, personnel, equipment, and experience necessary to perform the Work in accordance with the terms of this Agreement;

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

1. Project Description

The Contractor shall furnish all labor, supervision, materials, equipment, tools, and services necessary to complete the commercial construction project described below:

Project Information	Details
Project Name	
Project Location	
Description of Work	
Intended Use of Property	

The Contractor shall perform the Work in accordance with this Agreement and any plans, specifications, schedules, and written instructions approved by the Parties.

2. Contract Documents

This Agreement consists of the following documents, which shall be interpreted together:

- This Commercial Construction Contract.
- The approved project plans and drawings.
- The technical specifications.
- The project schedule.
- Approved written change orders.
- Any written amendments executed by both Parties.

If any inconsistency exists between the Contract Documents, the terms of this Agreement shall prevail unless expressly stated otherwise.

3. Scope of Work

The Contractor shall:

- Perform the Work described in the Contract Documents.
- Supply qualified personnel and appropriate supervision.
- Provide materials and equipment unless otherwise specified.
- Coordinate construction activities to promote efficient project completion.
- Comply with applicable permits, approvals, and project requirements.
- Maintain the Project Site in a reasonably safe and orderly condition throughout construction.

Work outside the agreed scope shall only be performed following an approved Change Order.

4. Contract Price

The Client agrees to pay the Contractor a total Contract Price of _____, subject to approved adjustments under the Change Order clause.

Unless otherwise agreed, the Contract Price includes all ordinary labor, supervision, equipment, transportation, overhead, and profit necessary to complete the Work described in this Agreement.

5. Payment Terms

Payments shall be made as follows:

Payment Milestone	Amount	Due Date
Initial Deposit		
Progress Payment 1		
Progress Payment 2		
Progress Payment 3		
Final Payment		

The Contractor shall submit invoices identifying the applicable milestone or completed Work.

The Client shall pay all undisputed amounts within _____ days after receipt of a valid invoice.

If the Client disputes an invoice, the Client shall promptly notify the Contractor in writing, identifying the disputed amount and the reason for the dispute. The Client shall pay all undisputed amounts when due.

6. Project Schedule

Construction shall commence on _____ and is anticipated to achieve substantial completion by _____.

Final completion shall occur after completion of all remaining Work, correction of deficiencies, and satisfaction of the requirements for final payment.

The schedule may be adjusted by written agreement if delays occur due to circumstances beyond the reasonable control of either Party or as otherwise provided in this Agreement.

7. Contractor Responsibilities

The Contractor shall:

- Perform the Work in a professional and workmanlike manner.
- Provide competent supervision throughout construction.
- Coordinate subcontractors engaged for the Project.
- Maintain sufficient personnel to complete the Work.
- Use materials suitable for the intended purpose unless otherwise specified.
- Correct defective Work identified before final completion.
- Keep accurate records relating to the Project.

8. Client Responsibilities

The Client shall:

- Provide timely access to the Project Site.
- Supply information reasonably requested by the Contractor.
- Review submissions requiring Client approval without unreasonable delay.
- Make payments in accordance with this Agreement.
- Obtain approvals or information expressly assigned to the Client under the Contract Documents.

9. Permits, Licenses, and Regulatory Compliance

Each Party shall obtain and maintain the permits, licenses, registrations, and approvals assigned to it under this Agreement.

The Contractor shall perform the Work in accordance with applicable building requirements, safety requirements, and other legal obligations governing the Project.

10. Subcontractors

The Contractor may engage subcontractors to perform portions of the Work.

The Contractor remains fully responsible for the performance, quality, and timely completion of all subcontracted Work and for ensuring that subcontractors comply with this Agreement where applicable.

11. Materials and Equipment

Unless otherwise stated, the Contractor shall provide all materials and equipment necessary for the Project.

Any substitutions affecting quality, function, appearance, or performance shall require the Client's prior written approval.

12. Inspection and Quality

The Client may reasonably inspect the progress of the Work during construction.

Inspection by the Client does not relieve the Contractor of responsibility for performing the Work in accordance with this Agreement.

If any portion of the Work fails to conform to the Contract Documents, the Contractor shall promptly correct the nonconforming Work within a reasonable period after receiving written notice.

13. Changes to the Work

The Client may request additions, deletions, or modifications to the Work.

No Change Order shall be effective unless it is documented in writing and signed by both Parties.

Each approved Change Order shall specify, where applicable:

- The revised scope of Work.
- Any adjustment to the Contract Price.
- Any adjustment to the Project Schedule.
- Any additional terms relevant to the change.

14. Delays

Neither Party shall be responsible for delays caused by events beyond its reasonable control, including severe weather, natural disasters, labor disruptions beyond the affected Party's control, governmental actions, supply chain interruptions, or other unforeseen events. The affected Party shall notify the other Party as soon as reasonably practicable and shall take reasonable steps to reduce the impact of the delay. Where appropriate, the Project Schedule shall be adjusted to reflect the delay.

15. Site Safety

The Contractor shall implement reasonable safety procedures for personnel working under its direction.

The Client shall cooperate in maintaining a safe Project Site and shall promptly notify the Contractor of known hazardous conditions not readily apparent.

16. Insurance

Before commencing the Work, the Contractor shall maintain insurance appropriate for its construction operations, including, where applicable:

- Commercial general liability insurance.
- Workers' compensation insurance where required.
- Employer liability insurance where applicable.
- Automobile liability insurance for vehicles used in connection with the Project.

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

17. Warranties

The Contractor warrants that:

- The Work shall be performed in a professional and workmanlike manner.
- Materials supplied under this Agreement shall be new unless otherwise agreed.
- The completed Work shall substantially conform to the Contract Documents.

The warranty period shall be _____, beginning on the date of final completion, unless a different period is stated in writing.

This warranty does not cover damage resulting from misuse, unauthorized modifications, improper maintenance, ordinary wear and tear, or events beyond the Contractor's reasonable control.

18. Ownership of Work

Ownership of completed Work and permanently incorporated materials shall transfer to the Client upon receipt of final payment, except to the extent any supplier or third party retains ownership rights under applicable contractual arrangements.

19. Confidentiality

Each Party shall keep confidential any non-public business, technical, financial, or commercial information received from the other Party in connection with this Agreement.

Confidential information may be disclosed only when required to perform this Agreement or when disclosure is required by law.

These obligations shall survive completion or termination of this Agreement.

20. Limitation of Liability

Neither Party shall be liable to the other for indirect, incidental, special, or consequential losses arising from this Agreement, except where such limitation is prohibited by applicable law or results from fraud, intentional misconduct, or a material breach of confidentiality.

Nothing in this Agreement limits either Party's obligation to pay amounts properly due under this Agreement.

21. Default

A Party is in default if it materially fails to perform its obligations under this Agreement.

Before exercising any remedy, the non-defaulting Party shall provide written notice describing the default and allow _____ days to cure the default, unless the default cannot reasonably be cured.

If the default is not cured within the applicable period, the non-defaulting Party may exercise any rights available under this Agreement or applicable law.

22. Suspension of Work

The Client 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 default and continues for an unreasonable period, the Parties shall negotiate appropriate adjustments to the Contract Price and Project Schedule.

23. Termination

Either Party may terminate this Agreement for cause if the other Party materially breaches this Agreement and fails to cure the breach within the period provided in the Default clause.

The Client may terminate this Agreement without cause by providing _____ days' prior written notice to the Contractor.

Upon termination without cause, the Contractor shall cease Work in an orderly manner, protect completed Work, and deliver all completed portions of the Project to the Client.

The Client shall pay the Contractor for Work properly completed, approved materials reasonably committed for the Project, and any other amounts properly due up to the effective date of termination.

Termination shall not affect rights or obligations that, by their nature, are intended to continue after termination, including payment obligations, confidentiality obligations, warranties applicable to completed Work, limitation of liability, and dispute resolution.

24. Notices

Any notice required under this Agreement shall be in writing and delivered by personal delivery, recognized courier service, certified or registered mail, or electronic mail to the addresses designated by each Party. A notice shall be deemed received on the date of delivery confirmation or, if mailed, on the date normally associated with the chosen delivery method.

25. Assignment

Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, except as part of a merger, reorganization, or sale of substantially all of its business assets, provided the successor assumes the obligations of this Agreement.

26. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of _____, without regard to its conflict of law principles. The Parties shall first attempt in good faith to resolve any dispute through negotiation. If a dispute cannot be resolved through negotiation within a reasonable period, the Parties agree to submit the dispute to mediation before commencing court proceedings, unless both Parties agree to another form of dispute resolution.

27. Entire Agreement

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

28. Amendments

Any amendment to this Agreement shall be in writing and signed by authorized representatives of both Parties.

29. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted.

30. No Waiver

A Party's failure or delay in exercising any right under this Agreement shall not constitute a waiver of that right or any other right.

31. Counterparts and Electronic Signatures

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

The Parties agree that electronic signatures and electronic copies of signed documents may be used to execute this Agreement and shall have the same effect as original 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 Commercial Construction Contract.

Contrator

Client

Name

Name

Date

Date

Signature

Signature



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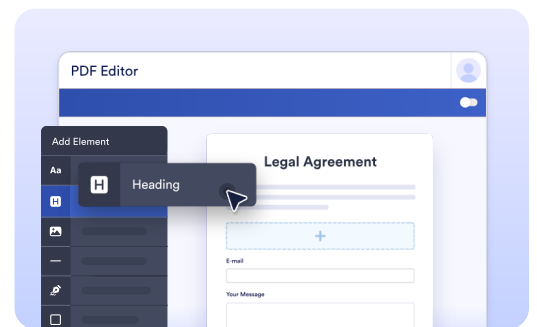
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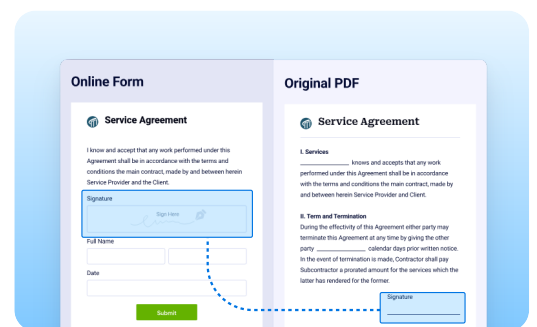
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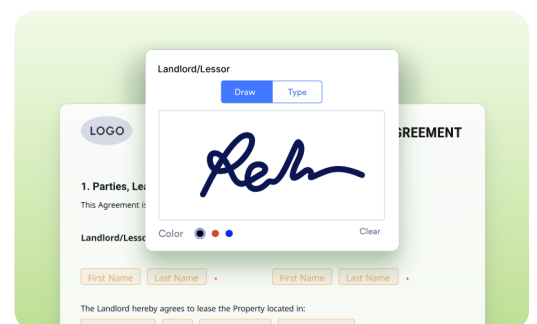
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