

Concrete Contract

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

Contractor

Client

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

1. Recitals

WHEREAS, Client desires to retain Contractor to perform concrete-related work at the project location identified in this Contract; and

WHEREAS, Contractor represents that it has the experience, personnel, equipment, and resources necessary to perform the concrete work described in this Contract; and

WHEREAS, the Parties wish to set forth their respective rights and obligations regarding the performance, payment, completion, and acceptance of the work.

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

2. Project Information

The project covered by this Contract is as follows:

Project Name:

Project Location:

Client Contact:

Contractor Contact:

Expected Start Date:

Expected Completion Date:

4. Materials and Specifications

Contractor shall use materials suitable for the intended use of the project and consistent with the specifications stated in this Contract. Unless otherwise agreed in writing, the concrete mix, reinforcement, finish, thickness, slope, control joints, curing method, and sealing requirements shall be as follows:

Specification	Requirement
Concrete Mix	
Slab Thickness	
Reinforcement	
Sub-Base	
Finish	
Control Joints	
Sealer	
Drainage/Slope	

Contractor may substitute materials only if the substitute materials are of comparable quality and are approved by Client in writing before use.

5. Contractor Responsibilities

Contractor shall perform the work in a professional and workmanlike manner, using reasonable care, skill, and diligence. Contractor shall coordinate labor and materials, maintain appropriate supervision, and keep the project area reasonably safe and organized while work is being performed.

Contractor shall be responsible for the means and methods used to perform the work, except where this Contract expressly requires a specific method or specification. Contractor shall promptly notify Client if Contractor identifies site conditions that may materially affect the cost, timing, quality, or feasibility of the work.

6. Client Responsibilities

Client shall provide Contractor with reasonable access to the project location during normal working hours or at other agreed times. Client shall ensure that the project area is accessible, clear of personal property, and available for Contractor’s work.

Client shall provide accurate information concerning property boundaries, underground utilities, irrigation lines, drainage systems, prior construction, and other site conditions known to Client. Unless otherwise stated in this Contract, Client is responsible for obtaining any approvals, consents, or permissions required from property owners, associations, landlords, or similar parties.

7. Permits, Inspections, and Legal Requirements

The Party responsible for permits and inspections shall be identified as follows:

Requirement	Responsible Party
Building or construction permits	
Utility marking or locating	
Required inspections	
Homeowner association approval	

Each Party shall cooperate reasonably with the other Party in obtaining required permits, approvals, and inspections. Contractor shall perform the work in a manner generally consistent with applicable safety requirements and legally required construction standards applicable to the work.

8. Contract Price

Client shall pay Contractor the total contract price of _____ (“**Contract Price**”), subject to approved change orders, allowances, credits, or adjustments permitted under this Contract.

The Contract Price includes the labor, materials, equipment, and services expressly included in the Scope of Work. The Contract Price does not include additional work, concealed or unknown site conditions, permit fees, inspection fees, utility relocation, engineering services, testing, landscaping restoration, or other items unless expressly stated in this Contract.

9. Payment Schedule

Client shall pay Contractor according to the following schedule:

Payment Milestone	Amount Due	Due Date
Deposit upon signing		
Progress payment		
Final payment		

Payments shall be made by _____.

Final payment shall not be withheld for minor incomplete or corrective items if the work is otherwise substantially complete and Contractor agrees to complete or correct those items within a reasonable time.

10. Change Orders

Any change to the Scope of Work, Contract Price, materials, specifications, or schedule must be approved in writing by both Parties before the changed work begins.

A written change order must describe the requested change, any adjustment to price, and any adjustment to the project schedule.

Contractor is not required to perform additional work unless a change order has been approved. Client is not required to pay for additional work unless it was approved in writing.

11. Schedule and Delays

Contractor shall make reasonable efforts to begin and complete the work according to the project dates stated in this Contract.

Contractor shall not be responsible for delays caused by weather, site conditions, material shortages, labor disruptions, permit or inspection delays, utility issues, Client-requested changes, Client failure to provide access or information, or other circumstances beyond Contractor's reasonable control.

If a delay occurs, the project schedule shall be extended by a reasonable period.

12. Site Conditions

Client acknowledges that concrete work may be affected by soil conditions, drainage, existing structures, underground utilities, tree roots, prior construction, weather, and other site-specific factors.

If Contractor encounters concealed, unknown, or materially different site conditions, Contractor shall notify Client and may request a change order for any additional labor, materials, equipment, or time required.

Contractor is not responsible for pre-existing defects, unstable soil, improper drainage, hidden utility lines, or conditions not caused by Contractor's work.

13. Concrete Characteristics

Client understands that concrete may develop hairline cracks, surface variations, color differences, minor scaling, curing marks, or texture inconsistencies due to weather, curing conditions, soil movement, use, or natural characteristics of concrete.

Such ordinary characteristics shall not constitute defective work unless they materially impair the intended use of the concrete or result from Contractor's failure to perform the work in a professional and workmanlike manner.

14. Inspection and Acceptance

Upon substantial completion, Client shall inspect the work and promptly notify Contractor in writing of any claimed incomplete or defective items.

Contractor shall have a reasonable opportunity to inspect and correct work for which Contractor is responsible under this Contract.

If Client does not provide written notice of claimed deficiencies within _____ days after substantial completion, the work shall be deemed accepted, except for defects that could not reasonably have been discovered through ordinary inspection.

15. Warranty

Contractor warrants that the work will be performed in a professional and workmanlike manner and will substantially conform to the specifications stated in this Contract for a period of _____ after substantial completion.

This warranty does not cover damage, cracking, movement, discoloration, scaling, settlement, or failure caused by improper use, excessive loads, de-icing chemicals, inadequate maintenance, ground movement, drainage problems, freeze-thaw conditions, weather exposure, acts of third parties, or conditions not caused by Contractor.

Client must notify Contractor in writing of any warranty claim within a reasonable time after discovery. Contractor's obligation under this warranty is limited to correction of defective work for which Contractor is responsible.

16. Termination

Contractor warrants that the work will be performed in a professional and workmanlike manner and will substantially conform to the specifications stated in this Contract for a period of _____ after substantial completion.

This warranty does not cover damage, cracking, movement, discoloration, scaling, settlement, or failure caused by improper use, excessive loads, de-icing chemicals, inadequate maintenance, ground movement, drainage problems, freeze-thaw conditions, weather exposure, acts of third parties, or conditions not caused by Contractor.

Client must notify Contractor in writing of any warranty claim within a reasonable time after discovery. Contractor's obligation under this warranty is limited to correction of defective work for which Contractor is responsible.

17. Governing Law and Dispute Resolution

This Contract shall be governed by the laws of _____.

The Parties shall first attempt in good faith to resolve any dispute through direct communication. If the dispute is not resolved within _____ days after written notice of the dispute, either Party may pursue available legal or equitable remedies.

18. Notices

Any notice required or permitted under this Contract must be in writing and delivered by personal delivery, email, courier, or certified mail to the contact information stated in this Contract, or to any updated contact information provided in writing by a Party.

Notice by email is effective when sent, unless the sender receives an automated notice that delivery failed. Notice by mail or courier is effective upon delivery or documented refusal of delivery.

19. Entire Agreement and Amendments

This Contract contains the entire agreement between the Parties regarding the concrete work described in this Contract and replaces all prior discussions, proposals, estimates, communications, or understandings relating to that work.

This Contract may be amended only by a written document signed by both Parties. Electronic signatures and electronic records may be used to approve this Contract, amendments, and change orders.

Signatures

By signing below, the Parties acknowledge that they have read, understood, and agreed to this Contract.

Contractor

Client

Name

Name

Date

Date

Signature

Signature



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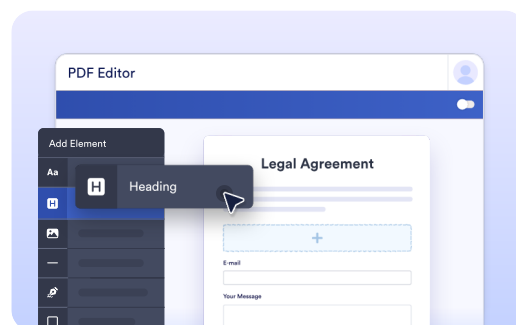
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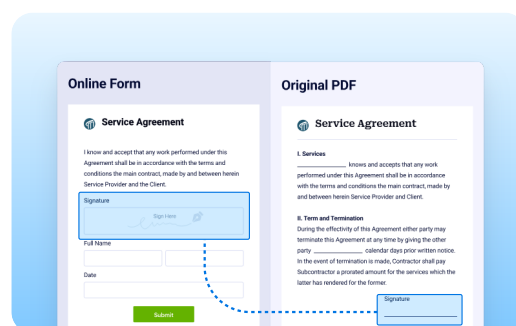
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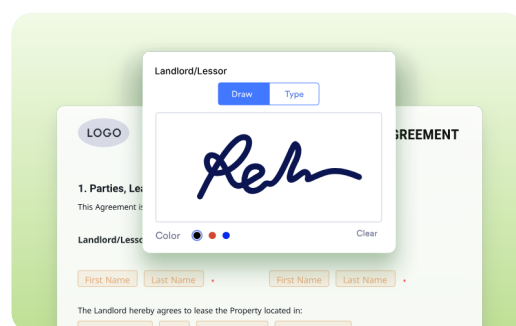
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