

Fixed Price Construction Contract

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

Contractor

Owner

Owner and Contractor are each a "**Party**" and together the "**Parties.**"

1. Project

Owner engages Contractor to perform the construction work described in this Contract at _____ ("**Project**"). Contractor accepts the engagement subject to the terms of this Contract.

2. Scope of Work

Contractor shall furnish the labor, supervision, materials, equipment, tools, permits, and services necessary to complete the following work in a professional and workmanlike manner:

Contractor shall perform the work in accordance with applicable laws, building codes, permit requirements, approved plans, and manufacturer instructions. Any work not expressly included in the Scope of Work is excluded unless added through a written Change Order.

3. Contract Documents

The Contract consists of this document and the following documents, if completed and signed by the Parties:

Document	Date or Version
Scope of Work	
Plans and Drawings	
Specifications	
Approved Change Orders	

If there is a conflict between Contract documents, this Contract controls unless the Parties agree otherwise in writing.

4. Contract Sum

Owner shall pay Contractor a fixed price of _____ ("**Contract Sum**") for complete performance of the Scope of Work.

The Contract Sum includes all costs necessary to perform the Scope of Work, except for items expressly identified below as Owner's responsibility:

Contractor may not increase the Contract Sum except through a written Change Order signed by both Parties.

5. Payment Schedule

Owner shall pay Contractor according to the following schedule:

Payment Milestone	Amount	Due Date or Trigger
Deposit upon signing		
Completion of _____		
Completion of _____		
Substantial Completion		
Final Completion		

Contractor shall submit an invoice for each payment. Owner shall pay all undisputed amounts within _____ days after receiving the invoice.

Before final payment, Contractor shall provide any required closeout materials, including warranties, operating information, permits or inspection records in Contractor's possession, and releases or waivers from Contractor and applicable subcontractors or suppliers to the extent required by law.

6. Commencement and Completion

Contractor shall begin work on _____ and shall achieve substantial completion by _____. **"Substantial completion"** means the Project is sufficiently complete for its intended use, subject only to minor incomplete or corrective items. Contractor shall complete all remaining items by _____.

The completion dates shall be extended for delays beyond Contractor's reasonable control, including severe weather, labor disputes, material shortages, acts of government, utility interruptions, concealed site conditions, Owner-caused delays, or other events that could not reasonably have been avoided. Contractor shall promptly notify Owner of a delay and its expected effect on the schedule.

7. Changes to the Work

Neither Party may require or perform a change to the Scope of Work without a written Change Order signed by both Parties before the changed work begins, except where immediate action is reasonably necessary to protect persons or property.

Each Change Order must describe the change, any adjustment to the Contract Sum, and any adjustment to the completion schedule. If a change decreases the cost of the work, the Contract Sum shall be reduced accordingly.

8. Permits, Approvals, and Site Conditions

Neither Party may require or perform a change to the Scope of Work without a written Change Order signed by both Parties before the changed work begins, except where immediate action is reasonably necessary to protect persons or property.

Each Change Order must describe the change, any adjustment to the Contract Sum, and any adjustment to the completion schedule. If a change decreases the cost of the work, the Contract Sum shall be reduced accordingly.

9. Owner Responsibilities

Owner shall provide timely decisions, approvals, selections, access, and payments required for Contractor to perform the work. Owner shall maintain property insurance for the Project unless otherwise agreed in writing.

Owner shall not direct Contractor's employees or subcontractors in a manner that interferes with Contractor's control over the work.

10. Contractor Responsibilities

Contractor shall supervise and coordinate the work and remain responsible for the acts and omissions of its employees and subcontractors. Contractor shall maintain all licenses required to perform the work.

Contractor shall keep the Project reasonably clean and shall remove construction debris generated by its work. Contractor shall protect the Project from damage caused by its operations and repair damage caused by Contractor or its subcontractors.

11. Materials and Substitutions

Contractor shall use the materials identified in the Scope of Work. If specified materials become unavailable or impractical to obtain, Contractor shall promptly notify Owner and propose a reasonably comparable substitute. Contractor may not make a material substitution without Owner's written approval.

Title to materials incorporated into the Project passes to Owner upon payment for those materials. Contractor bears the risk of loss for materials until they are incorporated into the Project, unless the loss results from Owner's acts or omissions.

12. Inspections and Correction of Work

Owner may inspect the work at reasonable times without interfering with Contractor's performance. Contractor shall correct work that does not materially conform to the Scope of Work, applicable codes, or accepted professional standards.

Owner shall give Contractor written notice describing any claimed defective or incomplete work and a reasonable opportunity to inspect and correct it before hiring another party to perform corrective work, except in an emergency.

13. Warranties

Contractor warrants that the work will be performed in a professional and workmanlike manner and that materials supplied by Contractor will be new unless otherwise stated in writing.

Contractor shall pass through to Owner any manufacturer warranties applicable to materials or equipment. This Contract does not extend manufacturer warranties or create warranties beyond those required by applicable law.

14. Insurance and Risk of Loss

Before beginning work, Contractor shall maintain commercially reasonable insurance for its operations, including workers' compensation coverage where required by law and commercial general liability insurance with limits of at least _____ per occurrence.

Each Party shall be responsible for losses caused by its own negligence, misconduct, or failure to perform its obligations under this Contract.

15. Suspension of Work

Owner may direct Contractor to suspend work by written notice. If a suspension is not caused by Contractor's breach, Contractor shall be entitled to a reasonable extension of time and an adjustment to the Contract Sum for resulting costs.

Contractor may suspend work after giving _____ days' written notice if Owner fails to make an undisputed payment when due or materially interferes with Contractor's performance.

16. Termination

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

Owner may terminate this Contract without cause by giving Contractor _____ days' written notice. In that event, Owner shall pay Contractor for completed work, properly ordered materials, reasonable demobilization costs, and other amounts properly due through the termination date.

Upon termination, Contractor shall secure the Project, stop work as directed, and provide Owner with materials, records, and work product for which Owner has paid.

17. Disputes

The Parties shall first attempt in good faith to resolve any dispute through direct discussions between authorized representatives. If the dispute is not resolved, either Party may pursue available legal remedies in a court with authority over the dispute.

18. Governing Law

This Contract shall be governed by the laws of _____, without regard to rules that would apply another jurisdiction's laws.

19. Notices

Any notice required under this Contract must be in writing and delivered personally, by recognized courier, by certified mail, or by email with confirmation of receipt, to the addresses indicated in the first page of this Contract or to any updated address provided in writing.

20. Independent Contractor

Contractor is an independent contractor and is solely responsible for directing and controlling its personnel, subcontractors, methods, and means of performing the work.

21. Assignment

Neither Party may assign this Contract without the other Party's prior written consent, except that Contractor may engage subcontractors to perform portions of the work while remaining responsible for their performance.

22. Entire Agreement and Amendments

This Contract contains the entire agreement between the Parties concerning the Project and replaces prior discussions or agreements concerning the same subject.

Any amendment, waiver, or Change Order must be in writing and signed by both Parties.

23. Severability

If any provision of this Contract is found unenforceable, the remaining provisions shall remain effective to the fullest extent permitted by law.

24. Electronic Signatures

The Parties agree that electronic signatures and electronically delivered copies of this Contract are valid and enforceable to the extent permitted by applicable law.

Signatures

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

Contractor

Name

Date

Signature

Owner

Name

Date

Signature



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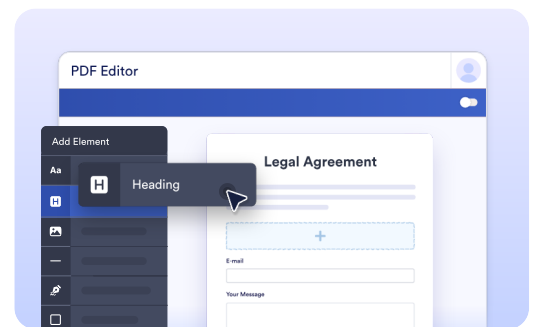
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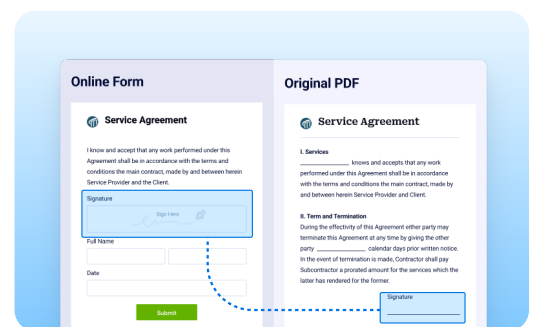
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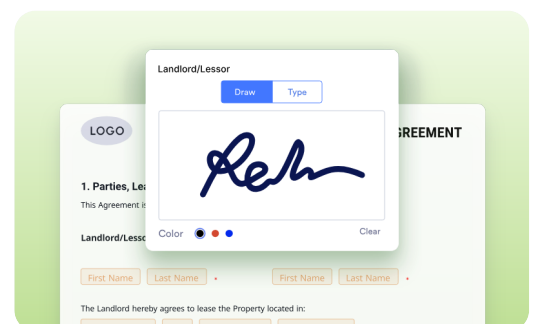
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