

CALIFORNIA CONSTRUCTION CONTRACT

Project Location:

Contract Number:

Parties to the Contract:

Owner (Name/Entity):

Contractor (Name/Entity):

Contractor License No.:

Project Description:

1. Contract Documents

The Contract Documents consist of this Agreement, the General Conditions, the Specifications, the Drawings, and all Addenda and Modifications issued prior to execution. These documents form the entire Agreement between Owner and Contractor and supersede all prior negotiations, representations, or agreements.

2. Work to be Performed

Contractor shall furnish all labor, materials, equipment, tools, services, and supervision necessary to complete the construction described in the Project Description in accordance with the Contract Documents and applicable laws and regulations.

3. Contract Price

Owner agrees to pay Contractor the total sum stated in the Payment Schedule, subject to additions and deductions as provided in the Contract Documents. Payments shall be made in accordance with the agreed Payment Schedule and payment terms contained herein.

4. Payment Schedule

Payments shall be made based on progress and milestones defined in the attached Payment Schedule. Final payment will be made upon satisfactory completion of the Work and acceptance by Owner.

5. Time of Completion

Contractor shall commence Work within a reasonable time after the Effective Date and shall achieve Substantial Completion within the time frame specified in the Contract Documents, subject to extensions approved by Owner.

6. Change Orders

Any change to the scope of Work or Contract Price must be authorized by a written Change Order signed by both Owner and Contractor prior to commencement of the changed Work.

7. Permits and Regulations

Contractor shall obtain all necessary permits, pay required fees, and comply with all applicable federal, state, and local laws, codes, and regulations related to the performance of the Work.

8. Insurance and Bonds

Contractor shall maintain insurance coverage as specified in the Contract Documents, including general liability, workers' compensation, and automobile insurance. If required, Contractor shall provide performance and payment bonds.

9. Indemnification

Contractor agrees to indemnify, defend, and hold harmless Owner, its agents, and employees from and against all claims, damages, losses, and expenses arising out of or resulting from the performance of the Work, except to the extent caused by Owner's negligence.

10. Warranties

Contractor warrants that all materials and equipment furnished under this Contract shall be new and of good quality, and that the Work will be free from defects for a period of one year following Substantial Completion, unless otherwise specified.

11. Suspension and Termination

Owner may suspend Work for cause or convenience upon written notice. Contractor may terminate the Contract if payment is not made within the agreed terms or for substantial breach by Owner.

12. Dispute Resolution

Any dispute arising out of or relating to this Contract shall be resolved first through mediation, followed by binding arbitration in accordance with the rules of the American Arbitration Association, unless otherwise agreed.

13. Governing Law

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

14. Safety and Cleanup

Contractor shall be responsible for maintaining a safe work site and for cleanup of the site upon completion of the Work, disposing of all debris, waste, and unused materials in compliance with laws.

15. Assignment

Neither party may assign this Contract or any rights or obligations without the prior written consent of the other party.

16. Notices

All notices under this Contract shall be in writing and delivered by hand, certified mail, overnight courier, or electronic transmission with confirmation to the addresses specified below or as updated by written notice.

17. Entire Agreement

This Contract, including all attached documents and referenced materials, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.

18. Severability

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

19. Waiver

The failure of either party to enforce any provision of this Contract shall not constitute a waiver of that provision or any other provision.

20. Signatures

This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument. Signatures exchanged by electronically transmitted documents shall be binding as originals.

OWNER'S SIGNATURE

CONTRACTOR'S SIGNATURE

Signature: _____

Signature: _____

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