

# DESIGN-BUILD CONTRACT AGREEMENT

Project Location: \_\_\_\_\_ Contract No.: \_\_\_\_\_

## Owner Information:

Full Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone / Email: \_\_\_\_\_

## Design-Builder Information:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone / Email: \_\_\_\_\_

## Project Description:

\_\_\_\_\_

## Contract Sum and Payment Terms:

Contract Sum (USD): \_\_\_\_\_

Payment Schedule: \_\_\_\_\_

## Article 1 – Scope of Work

Design-Builder shall furnish all labor, materials, equipment, and services necessary to provide complete design and construction services for the Project as described in this Agreement and its attachments.

## Article 2 – Contract Documents

The Contract Documents consist of this Agreement, General Conditions, Specifications, Drawings, and any amendments or modifications thereto, which form the entire agreement between Owner and Design-Builder.

## Article 3 – Time for Completion

Design-Builder shall commence work promptly and achieve substantial completion within the time specified. Time is of the essence in this Agreement.

## Article 4 – Contract Sum

Owner shall pay the Contract Sum to Design-Builder in accordance with the Payment Schedule subject to adjustments as provided in the Contract Documents.

## Article 5 – Changes in the Work

Any changes to the scope, Contract Sum, or Contract Time shall be authorized only by a written Change Order signed by both parties.

## Article 6 – Permits and Regulations

Design-Builder shall obtain and pay for all permits, licenses, inspections, and approvals necessary for the lawful execution and completion of the Work.

#### **Article 7 – Insurance and Bonds**

Design-Builder shall maintain insurance coverage as required by law and the Contract Documents. Performance and Payment Bonds shall be furnished if stipulated.

#### **Article 8 – Indemnification**

Design-Builder shall indemnify, defend, and hold Owner harmless from claims, damages, losses, and expenses arising out of or resulting from the performance of the Work.

#### **Article 9 – Warranties**

Design-Builder warrants that the Work will be free from defects in workmanship and materials for the period specified in the Contract Documents.

#### **Article 10 – Termination**

Owner may terminate this Agreement for cause upon written notice. Design-Builder may terminate if Owner fails to pay amounts due or breaches the Agreement.

#### **Article 11 – Dispute Resolution**

Disputes shall be resolved first by negotiation, then mediation, and if unresolved, by binding arbitration in accordance with the rules agreed upon by the parties.

#### **Article 12 – Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ without regard to its conflicts of laws principles.

#### **Article 13 – Notices**

All notices must be in writing and delivered personally, by certified mail, or by nationally recognized overnight courier to the respective addresses of the parties.

#### **Article 14 – Assignment**

Neither party shall assign or transfer its rights or obligations without prior written consent of the other party.

#### **Article 15 – Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings.

#### **Article 16 – Severability**

If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

#### **Article 17 – Force Majeure**

Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including acts of God, war, or governmental action.

#### **Article 18 – Confidentiality**

The parties agree to keep proprietary information confidential except as required by law or as necessary to enforce this Agreement.

#### **Article 19 – Independent Contractor**

Design-Builder is an independent contractor and not an employee or agent of Owner.

#### **Article 20 – Signatures and Counterparts**

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

**OWNER'S SIGNATURE**

**DESIGN-BUILDER'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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