

CONSTRUCTION CONTRACT

This contract is made between _____, Licensee, whose
(Printed Name of Licensee)

principal place of business is located at _____
(Address, City, State & Zip)

and _____, Owner, whose address is _____
(Printed Name of Owner) (Physical Address)

(City, State & Zip)

1. Work or Project Location (if different from Owner's Address above).

(Physical Address)

_____, _____
(County) (Town or City)

2. Services to Be Performed. Describe in detail and attach additional pages if needed.

2A. Licensee will furnish the following materials and equipment and perform the following work:

2B. Licensee, at Licensee's discretion, anticipates hiring subcontractors to furnish the following materials and perform the following work: _____

2C. If the Owner furnishes materials, the following conditions will apply:

2D. Licensee and Owner agree that any additions or modifications to the description of services to be performed must be authorized by a written change order or written addendum, and signed and dated by the Licensee and Owner.

3. Contract Price.

3A. Licensee and Owner agree that the total cost of material and work set forth in Article 2A and 2B above is:

\$ _____ , _____
(Dollar Amount) (Dollar Amount Written Out)

3B. Licensee and Owner agree that any additions or deductions from this contract price must be authorized by a written change order or written addendum, and signed and dated by Licensee and Owner.

4. Terms of Payment.

Licensee and Owner agree to the following payment schedule: _____

5. Project Start Date and Completion Date.

5A. Licensee will start work on _____ , and will complete work by _____
(Date)
_____ .
(Date)

5B. Licensee will promptly notify Owner of any changes to the start or completion date.

6. Permits and Approvals.

Licensee will be responsible for determining which permits are necessary for performing the specified work, and for obtaining and paying for all required permits.

7. Licensee's Warranties.

7A. Licensee warrants that all work will be completed in a good workman-like manner and in compliance with building codes or other applicable laws or ordinances.

7B. Licensee agrees to correct any defective work at no cost to Owner.

7C. Licensee's warranty under this section will be in effect for one year from the date of completion of the work.

8. Liens and Lien Waivers.

8A. Licensee represents and warrants that there will be no liens for labor, materials, equipment or appliances against the work covered by this agreement.

8B. Contingent upon payment from Owner, Licensee agrees to hold Owner free and harmless from and against any liens and claims for labor, materials, equipment, services, or appliances furnished or used in connection with the work covered by this Contract.

8C. To protect the Owner against liens being filed by Licensee, subcontractors, and material or equipment suppliers, Licensee agrees that final payment under Section 4 will be withheld by Owner until Licensee presents Owner with lien waivers, lien releases, or receipts acknowledging full payment from each subcontractor and materials and equipment suppliers.

9. Site Maintenance.

9A. Licensee will remove all construction debris from the construction site and leave the premises in "broom clean" condition.

9B. Licensee will perform the work covered by this Contract during the following hours:

_____.

9C. Licensee agrees that disruptively loud construction activities will be performed only at the following times:

_____.

9D. At the end of each day's work, Licensee's equipment, materials and supplies will be stored in the following location(s):

_____.

_____.

10. Subcontractors; Written Contract Between Licensee and Subcontractor.

10A. If Licensee engages subcontractors to perform services as set forth in Section 2B, Licensee will remain ultimately responsible for making sure that all work under this Contract is completed properly.

10B. Licensee warrants that Licensee is responsible for paying any subcontractor engaged to work on this project.

10C. Licensee warrants that any subcontractor engaged to perform work on any part of the project has a current West Virginia Contractor License and is licensed in the proper classification(s) for the scope of work to be performed by the subcontractor.

10D. Licensee warrants that Licensee will enter into a written contract with any subcontractor engaged to perform work under this Contract and that the contract between the Licensee and a subcontractor will include all relevant terms, provisions and conditions as this Contract between the Licensee and Owner.

11. Compliance with Federal, State and Local Laws.

11A. Licensee represents and warrants that Licensee is in compliance with all federal, state and local laws applicable to the work to be performed under this Contract.

11B. Licensee warrants that Licensee has a current West Virginia Contractor License and is licensed to perform work in the following classification(s) under the following contractor license number:

_____ (License #) _____ (List the classification(s))

11C. Licensee warrants that all employees on the project, including employees of any subcontractor, are legally authorized to work in the United States.

11D. Licensee warrants that Licensee's employees are covered by the following workers' compensation policy and unemployment insurance account:

_____ (Workers' Compensation Policy Number) _____ (Unemployment Insurance Account and State)

12. Additional Provisions, Terms and Conditions.

Licensee and Owner agree to the following additional provisions, terms and conditions:

By their signatures below, the Licensee and Owner agree to be bound by the terms and conditions of this Contract.

The Licensee and Owner shall execute two (2) original Contracts, and two (2) original change orders or addendums, if any, so that Licensee and the Owner shall each have a signed original Contract, change order or addendum.

LICENSEE:

(Print/Type Name)

(Authorized Signature)

(Title)

(Date)

(Taxpayer ID Number)

(Business Phone Number)

(Email Address)

OWNER:

(Print/Type Name)

(Authorized Signature)

(Title)

(Date)

(Email Address)

(Phone Number)