

---

**SAMPLE CONSTRUCTION CONTRACT**

7 Pages

(For guidance only - change to incorporate specifics of your project)

This agreement is made this <date> by and between <CONTRACTOR>, <ADDRESS>(hereinafter "Contractor") and <OWNER OF CONTRACT AND ADDRESS> (hereinafter "Owner").

**WITNESSETH**

The owner does hereby employ the Contractor to do all the work and provide all the materials, tools, machinery and supervision necessary for the construction of a <DESCRIPTION OF WORK> in the <SITE>, the total sum of <AMOUNT>, all in accordance with the drawings, and specifications which are attached hereto as Exhibit \_\_\_ and expressly incorporated herein by reference and made a part hereof. Reference is made to an accompanying contract with <SUBCONTRACTOR, WHERE APPLICABLE> which will be <INSERT A DESCRIPTION OF THE ACTIVITY> associated with this project.

The Contractor shall commence the work to be performed within \_\_\_ days from the date of the Notice to Proceed, and shall complete the work \_\_\_ days thereafter, or by <DATE>, whichever comes later, time being of the essence of this contract.

The Contractor shall carry liability insurance with the limits of <AMOUNT> for injury to or death of one person, <AMOUNT> for injuries or death suffered in one accident and <AMOUNT> property damage and Workman's Compensation insurance and shall provide Owner with proof of such insurance.

**Hold Harmless**

The Contractor agrees to defend, indemnify and hold the owner harmless from any liability or claim for damage because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the Contractors' negligence in the performance of the construction Contract. Each Contractor and subcontractor is acting in the capacity of an independent Contractor with respect to the Owner. The Contractor further agrees to protect, defend and indemnify the Owner from any claims by laborers, subcontractors or materialmen for unpaid work or labor performed or materials supplied in connection with the Construction Contract.

**Assignment of Contract**

The contractor agrees not to assign the Construction Contract without the written consent of the Owner.

**Change Orders**

The Contractor agrees not to make any changes in the schedule of work, design, or of the specifications without written authorization by the Owner.