

This sample form below is a portion of one of the many forms that are available. Actual forms are provided as Word documents.

Long Form Fixed Price Contract:

CONTRACTOR'S NAME:
ADDRESS:
PHONE:
FAX:
E-MAIL:
LIC #:

DATE:

OWNER'S NAME:
ADDRESS:

PROJECT ADDRESS:

I. PARTIES

This contract (hereinafter referred to as "Agreement") is made and entered into on this _____ day of _____, 20 ____, by and between _____, (hereinafter referred to as "Owner"); and _____, (hereinafter referred to as "Contractor"). In consideration of the mutual promises contained herein, Contractor agrees to perform the following work, subject to the terms and conditions below:

II. GENERAL SCOPE OF WORK DESCRIPTION

(Additional Scope of Work page(s) attached: _____ Yes _____ No)

A. LUMP SUM PRICE FOR ALL WORK ABOVE* \$ _____

* This Agreement will expire 15 days after the date at the top of page one of this Agreement if not accepted in writing by Owner and returned to Contractor within that time.

B. NOTES AND CLARIFICATIONS

III. GENERAL CONDITIONS FOR THE AGREEMENT ABOVE

A. EXCLUSIONS

This Agreement does not include labor or materials for the following work:

1. PROJECT-SPECIFIC EXCLUSIONS:

2. STANDARD EXCLUSIONS: Unless specifically included in the "General Scope of Work" section above, this Agreement does not include labor or materials for the following work: Plans, engineering fees, or governmental permits and fees of any kind. Additional work required by governmental plan checkers on final "Red Lined" Job copy of plans that are yet to be issued. Testing, removal and disposal of any materials containing asbestos (or any other hazardous material as defined by the EPA). Custom milling of any wood for use in project. Moving Owner's property around the site. Labor or materials required to repair or replace any Owner-supplied materials. Repair of concealed underground utilities not located on prints or physically staked out by Owner which are damaged during construction. Surveying that may be required to establish accurate property boundaries for setback purposes (fences and old stakes may not be located on actual property lines). Final construction cleaning (Contractor will leave site in "broom swept" condition). Landscaping and irrigation work of any kind. Temporary sanitation, power, or fencing. Removal of soils under house in order to obtain 18 inches (or code-required height) of clear space between bottom of joists and soil. Removal of filled ground or rock or any other materials not removable by ordinary hand tools (unless heavy equipment is specified in Scope of Work section above), correction of existing out-of-plumb or out-of-level conditions in existing structure. Correction of concealed substandard framing. Rerouting/removal of vents, pipes, ducts, structural members, wiring or conduits, steel mesh which may be discovered in the removal of walls or the cutting of openings in walls. Removal and replacement of existing rot or insect infestation. Failure of surrounding part of existing structure, despite Contractor's good faith efforts to minimize damage, such as plaster or drywall cracking and popped nails in adjacent rooms or blockage of pipes or plumbing fixtures caused by loosened rust within pipes. Construction of a continuously level foundation around structure (if lot is sloped more than 6 inches from front to back or side to side, Contractor will step the foundation in accordance with the slope of the lot). Exact matching of existing finishes. Public or private utility connection fees. Repair of damage to roadways, driveways, or sidewalks that could occur when construction equipment and vehicles are being used in the normal course of construction. Cost of correcting errors and omissions by the Owner's design professionals and separate contractors. Cost of correcting/testing/remediating mold/fungus/mildew and organic pathogens unless caused by the sole and active negligence of Contractor as a direct result of a construction defect that caused sudden and significant water infiltration into a part of the structure. Cost of removing ponding ground water or other unusual concealed site...