

CONSTRUCTION CONTRACT
Asphalt Driveway Paving
Driveway Paving & Paver Installation Project
Jenkintown, PA

This Construction Contract (the "Contract" or "Agreement") is made as of the date of last signing, (the "Effective Date") by and between Patrick McGinnis of 501 Runnymede Avenue, Jenkintown, Pennsylvania 19046-2125, (herein "Owner"), and **TBD Contractor of 123 Main Street, Anytown, Pennsylvania 12345**, (herein "Contractor").

Contractor desires to provide Construction services to Owner and Owner desires to obtain such services from Contractor.

THEREFORE, in consideration of the mutual promises and exchange of consideration as set forth below, the parties agree as follows:

1. **SCOPE OF WORK.** Contractor will provide all services, materials, and labor for the demolition, site preparation, and asphalt paving of the residential driveway at the property of Owner located at 501 Runnymede Avenue, Jenkintown, Pennsylvania, 19046 hereinafter referred to as ("Worksite"), in accordance with the terms of this contract, the "Paving Specification", and the requirements of construction drawing 24923A of Shoemaker Incorporated.
2. **PERIOD OF PERFORMANCE.** Work is to commence within 15 calendar days of this contract signing and complete no later than 60 calendar days later.
3. **PLANS, SPECIFICATIONS AND CONSTRUCTION DOCUMENTS.** Owner will make available to Contractor all plans, specifications, drawings, blueprints, and similar construction documents necessary for Contractor to provide the Services described herein. Any such materials shall remain the property of Owner. Contractor will promptly return all such materials to Owner upon completion of the Services.
4. **CHANGES.** Both parties agree that once this contract is signed, the project Plans, Specifications and Construction documents cannot be changed without a written change order signed by both the Owner and the Contractor.
5. **COMPLIANCE WITH LAWS.** Contractor shall provide the Services in a workmanlike manner, and in compliance with all applicable federal, state, and local laws and regulations, including, those of Jenkintown Borough.
6. **WORK SITE.** Owner warrants that Owner owns the property herein described and is authorized to enter into this contract.
7. **SUBSTITUTIONS.** Contractor may propose substitute materials only with the prior express written approval of Owner. Contractor agrees to remove and replace any and all substitute materials utilized or installed without prior Customer written approval.
8. **PAYMENT.** Payment shall be made payable to **TBD Contractor, Anytown, Pennsylvania 12345**. Owner agrees to pay the total sum of **\$TBD** as follows:

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Event: Contract Signing

Payment Amount: 35% of total bid amount equal to **\$TBD**

Event: Paving Completion

Payment Amount: 45% of total bid amount equal to **\$TBD**

Event: Issuance of satisfactory building/zoning inspection permit.

Payment Amount: 20% of total bid amount equal to **\$TBD**

In addition to any other right or remedy provided by law, if Owner fails to pay for the Services when due, Contractor has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Agreement and/or seek legal remedies.

9. **TERM.** Upon completion of the project, Owner agrees to sign a Notice of Completion within ten (10) days after payment of the final 20% contract installment. This contract shall run from the date of initial signing through the date of a final Notice of Completion.
10. **PERMITS.** Owner shall obtain all necessary local municipal/county government building permits.
11. **INSURANCE.** Before work begins under this Contract, Contractor shall furnish certificates of insurance to Owner substantiating that Contractor has placed in force valid insurance covering its full liability under the Workers' Compensation laws of the Commonwealth of Pennsylvania and shall furnish and maintain general liability insurance, and builder's risk insurance for injury to or death of a person or persons, and for personal injury or death suffered in any construction related accident and property damage incurred in rendering the Services. These certificates shall name Jenkintown Borough as the certificate holder.
12. **WARRANTY.** Contractor shall provide its standard warranty of workmanship, material defect, and use.
13. **FREE ACCESS TO WORKSITE.** Owner will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. Contractor will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation. Contractor also agrees to keep the Worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards.
14. **UTILITIES.** Owner shall provide and maintain water and electrical service, whichever is applicable, and shall permit Contractor to use, at no cost, any electrical power and water use necessary to carry out and complete the work.
15. **INSPECTION.** Owner shall have the right to inspect all work performed under this Contract. All defects and uncompleted items shall be reported immediately to Contractor for remedy. All

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work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of construction and before further construction can continue. All inspection and certification will be done at Owner's expense.

16. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure of Owner to make a required payment when due.
- b. The insolvency of either party or if either party shall, either voluntarily or involuntarily, become a debtor of or seek protection under Title 11 of the United States Bankruptcy Code.
- c. A lawsuit is brought on any claim, seizure, lien or levy for labor performed or materials used on or furnished to the project by either party, or there is a general assignment for the benefit of creditors, application or sale for or by any creditor or government agency brought against either party.
- d. The failure of Owner to make the building site available or the failure of Contractor to deliver the Services in the time and manner provided for in this Agreement.

17. **REMEDIES.** In addition to any and all other rights a party may have available according to law of the Commonwealth of Pennsylvania, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving said notice shall have 10 days from the effective date of said notice to cure the default(s) or begin substantial completion if completion cannot be made in 10 days. Unless waived by a party providing notice, the failure to cure or begin curing, the default(s) within such time period shall result in the automatic termination of this Contract.

18. **FORCE MAJEURE.** If performance of this Contract or any obligation thereunder is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control

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of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

19. **ENTIRE AGREEMENT.** This Contract contains the entire Agreement of the parties, and there are no other promises or conditions in any other contract or agreement whether oral or written concerning the subject matter of this Agreement. Any amendments must be in writing and signed by each party. This Agreement supersedes any prior written or oral agreements between the parties.
20. **SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
21. **AMENDMENT.** This Agreement may be modified or amended in writing, only if the writing is signed by each party.
22. **GOVERNING LAW.** This Agreement shall be construed in accordance with, and governed by the laws of the Commonwealth of Pennsylvania, without regard to any choice of law provisions of Pennsylvania or any other jurisdiction.
23. **NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
24. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
25. **SIGNATORIES.** This Agreement shall be signed by Owner and TBD on behalf of Contractor, and shall be effective as of the date of the last signature hereto.

Owner:

By: _____ Date: _____

Patrick McGinnis

Contractor:

By: _____ Date: _____

TBD Name

TBD Title