***CONSTRUCTION CONTRACT***

This Construction Contract (the "Contract" or "Agreement") is made as of October 01, 2020 (the "Effective Date") by and between Patrick McGinnis of 501 RUNNYMEDE AVENUE, JENKINTOWN, Pennsylvania 19046-2125, and TBD Paving Contractor of 123 Main Street, Anytown, Pennsylvania 12345.

TBD Paving Contractor desires to provide Construction services to Patrick McGinnis and Patrick McGinnis desires to obtain such services from TBD Paving Contractor.

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

**1.** Beginning on October 01, 2020, TBD Paving Contractor will provide to Patrick McGinnis the following services (collectively, the "Services"):

Demolition, site preparation, and asphalt paving of residential driveway.

**Down Payment:** The down payment is $3,000.00.

**2. SCOPE OF WORK.** TBD Paving Contractor will provide all services, materials and labor for the construction of NA described above at the property of Patrick McGinnis located at: 501 Runnymede Avenue, JENKINTOWN, Pennsylvania, 19046 hereinafter referred to as ("Worksite").

This includes building and construction materials, necessary labor and site security, and all required tools and machinery needed for completion of construction.

TBD Paving Contractor is only responsible for furnishing any building improvements related to construction of the structure, but not related to landscaping, grading, walkways, painting, sewer or water systems, steps, driveways, patios and aprons, etc., unless they are specifically agreed to in writing.

**3. PLANS, SPECIFICATIONS AND CONSTRUCTION DOCUMENTS.** Patrick McGinnis will make available to TBD Paving Contractor all plans, specifications, drawings, blueprints, and similar construction documents necessary for TBD Paving Contractor to provide the Services described herein. Any such materials shall remain the property of Patrick McGinnis. TBD Paving Contractor will promptly return all such materials to Patrick McGinnis upon completion of the Services.

**List of job specifications in detail:** A list of job specifications is attached to this Contract.

PLEASE NOTE: Once this contract is signed, the Specifications cannot be changed without a written change order signed by the owner/customer and the Contractor.

**4. COMPLIANCE WITH LAWS.** TBD Paving Contractor shall provide the Services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations, including, but not limited to all provisions of the Fair Labor Standards Act, the Americans with Disabilities Act, and the Federal Family and Medical Leave Act.

**5. RIGHT OF RESCISSION.** The owner may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

**6. WORK SITE.** Patrick McGinnis warrants that Patrick McGinnis owns the property herein described and is authorized to enter into this contract. Prior to the start of construction, Patrick McGinnis shall provide an easily accessible building site, which meets all zoning requirements for the structure, and in which the boundaries of Patrick McGinnis's property will be clearly identified by stakes at all corners of the property. Patrick McGinnis shall maintain these stakes in proper position throughout construction.

**7. MATERIALS AND/OR LABOR PROVIDED.** TBD Paving Contractor shall provide to Patrick McGinnis a List of each and every party furnishing materials and/or labor to TBD Paving Contractor as part of the Services, and the dollar amounts due or expected to be due with regards to provision of the Services herein described. This List of materials and/or labor shall be attached to this Agreement as Exhibit A. TBD Paving Contractor declares, under the laws of the Commonwealth of Pennsylvania, that this List is a true and correct statement of each and every party providing materials and/or labor as part of the Services herein described.

TBD Paving Contractor may substitute materials only with the express written approval of Patrick McGinnis, provided that the substituted materials are no lesser quality than those previously agreed upon by Patrick McGinnis and TBD Paving Contractor.

**8. PAYMENT.** Payment shall be made to TBD Paving Contractor, Anytown, Pennsylvania 12345. Patrick McGinnis agrees to pay the total sum of $10,000.00 as follows:

**Event: Contract Signing**

**Payment Amount: $3,000.00**

**Event: Paving Completion**

**Payment Amount: $5,000.00**

**Event: Issuance of satisfactory building/zoning inspection permit.**

**Payment Amount: $2,000.00**

In addition to any other right or remedy provided by law, if Patrick McGinnis fails to pay for the Services when due, TBD Paving 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. OTHER PAYMENT PROVISIONS.** NA

**10. TERM.** TBD Paving Contractor shall commence the work to be performed within 30 days of October 01, 2020 and shall complete the work on or before October 30, 2020, time being of the essence of this contract.

Upon completion of the project, Patrick McGinnis agrees to sign a Notice of Completion within ten (10) days after the completion of the contract. If the project passes its final inspection and Patrick McGinnis does not provide the Notice, TBD Paving Contractor may sign the Notice of Completion on behalf of Patrick McGinnis.

**11. PERMITS.** Patrick McGinnis shall obtain all necessary building permits. TBD Paving Contractor shall apply for and obtain any other necessary permits and licenses required by the local municipal/county government to do the work, the cost thereof shall be included as part of the Payment to TBD Paving Contractor under this Contract.

**12. INSURANCE.** Before work begins under this Contract, TBD Paving Contractor shall furnish certificates of insurance to Patrick McGinnis substantiating that TBD Paving 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.

**13. WARRANTY.** TBD Paving Contractor shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in TBD Paving Contractor's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to TBD Paving Contractor on similar projects. TBD Paving Contractor shall construct the structure in conformance with the plans, specifications, and any breakdown and binder receipt signed by TBD Paving Contractor and Patrick McGinnis.

**14. FREE ACCESS TO WORKSITE.** Patrick McGinnis 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. TBD Paving Contractor will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation. TBD Paving 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.

**15. UTILITIES.** Patrick McGinnis shall provide and maintain water and electrical service, connect permanent electrical service, gas service or oil service, whichever is applicable, and tanks and lines to the building constructed under this Agreement after an acceptable cover inspection has been completed, and prior to the installation of any inside wall cover. Patrick McGinnis shall, at Patrick McGinnis's expense, connect sewage disposal and water lines to said building prior to the start of construction, and at all times maintain sewage disposal and water lines during construction as applicable. Patrick McGinnis shall permit TBD Paving Contractor to use, at no cost, any electrical power and water use necessary to carry out and complete the work.

**16. INSPECTION.** Patrick McGinnis shall have the right to inspect all work performed under this Contract. All defects and uncompleted items shall be reported immediately. All 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 Patrick McGinnis's expense.

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

 a. The failure of Patrick McGinnis 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 Patrick McGinnis to make the building site available or the failure of TBD Paving Contractor to deliver the Services in the time and manner provided for in this Agreement.

**18. 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.

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

**20. 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.

**21. 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.

**22. AMENDMENT.** This Agreement may be modified or amended in writing, if the writing is signed by each party.

**23. 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.

**24. 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.

**25. 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.

**26. SIGNATORIES.** This Agreement shall be signed by Patrick McGinnis and on behalf of TBD Paving Contractor by Joe Smith, Superintendent (Contractor's License: TBD) and shall be effective as of the date first written above.

Owner:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Patrick McGinnis

Contractor:

TBD Paving Contractor

Contractor's License: TBD

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Joe Smith

Superintendent

**NOTICE OF CANCELLATION**

October 01, 2020

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to (name of seller), at (address of seller's place of business) not later than midnight of (date).

I hereby cancel this transaction.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer's Signature Date

For further information and resources, please contact the Bureau of Consumer Protection. **Toll-free telephone number** 1-888-520-6680.