**Concrete Contractor Agreement**

This Agreement is made and entered into as of the date of execution by and between:

**Contractor:** [Contractor’s Name], hereinafter referred to as "Contractor"

**Client:** [Client’s Name], hereinafter referred to as "Client"

**Project Location:** [Project Address]

**Project Description:** [Brief description of concrete work]

### **1. TERMS AND CONDITIONS**

#### **1.1 Scope of Work**

Contractor agrees to furnish all necessary labor, materials, equipment, and supervision to complete the concrete work as specified in the project scope. The work shall be performed in a professional and workmanlike manner and in accordance with industry standards.

#### **1.2 Payment Terms**

* Total Contract Price: $[Amount]
* Payment Schedule: [Milestone-based or percentage-based payment terms]
* Final Payment is due upon completion and acceptance of the work by the Client. Any unpaid balances are subject to a late fee of [X]% per month.

#### **1.3 Change Orders**

Any changes to the scope of work must be documented in writing and signed by both parties. Changes may result in additional costs and time extensions.

#### **1.4 Warranties**

Contractor warrants that the work will be free from defects in workmanship for a period of [X] months from the date of completion. This warranty does not cover normal wear and tear, improper maintenance, or damages caused by external factors beyond Contractor’s control.

#### **1.5 Indemnification**

Each party shall indemnify, defend, and hold harmless the other party from any claims, liabilities, damages, or costs arising out of their respective performance under this contract.

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#### **1.6 Insurance Requirements**

Contractor shall maintain general liability insurance, workers’ compensation insurance, and any other legally required coverage. Proof of insurance shall be provided upon request.

#### **1.7 Schedule Delays**

The Contractor is not liable for delays caused by weather conditions, unforeseen site conditions, acts of God, labor strikes, material shortages, or Client-caused delays. The completion date shall be extended accordingly.

#### **1.8 Dispute Resolution**

In the event of a dispute, both parties agree to engage in good-faith negotiations. If unresolved, disputes shall be settled through mediation or binding arbitration in accordance with the laws of [State].

### **2. INCLUSIONS**

The Contractor shall provide the following:

* Site preparation, grading, and formwork installation
* Placement of reinforcement (rebar, wire mesh, etc.) as specified
* Mixing, pouring, and finishing concrete
* Standard curing process
* Removal of formwork after curing
* Cleanup of work area upon completion

### **3. EXCLUSIONS**

The following items are **not** included in the scope of work unless explicitly stated in writing:

* Permits and inspection fees
* Engineering or design services
* Soil testing and compaction reports
* Demolition or removal of existing structures
* Utility location and protection
* Decorative finishes, stamping, staining, or sealing unless specified
* Site restoration beyond the immediate work area

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### **4. QUALIFICATIONS**

The following conditions apply to the performance of the work:

* **Site Conditions:** The Client is responsible for ensuring the worksite is accessible and free from obstructions before work begins.
* **Permits:** The Client is responsible for securing necessary permits unless otherwise agreed upon in writing.
* **Material Availability:** Pricing is based on current material costs and is subject to adjustment if there are significant price increases.
* **Concrete Curing & Protection:** The Client is responsible for protecting the concrete from damage after installation, including excessive loading, vehicle traffic, or exposure to harsh elements before the curing period is complete.
* **Unforeseen Conditions:** Any hidden or unforeseen conditions (e.g., buried utilities, poor soil conditions) that impact the work shall be addressed through a change order.

### **5. SIGNATURES**

By signing below, both parties acknowledge that they have read, understand, and agree to the terms of this agreement.

**Contractor:**[Contractor’s Name]
[Contractor’s Signature]
[Date]

**Client:**[Client’s Name]
[Client’s Signature]
[Date]