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Introduction and Parties

Introduction

This Construction Contract (the "Contract") is made and effective as of January 1, 2024.

Parties

Contractor

DocuPal Demo, LLC, a company organized under the laws of United States, with its principal address at 23 Main St, Anytown, CA 90210 ("Contractor").

Client

Acme, Inc ("ACME-1"), a business entity organized under the laws of United States, with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Client").

Purpose

This Contract outlines the terms and conditions governing the construction project where the Contractor will provide construction services for the Client. The project involves the construction of a new office building as per the agreed-upon specifications and plans.

Scope of Work

DocuPal Demo, LLC ("Contractor") will perform all work necessary to construct a new office building for Acme, Inc ("Client") at the project site located at 123 Main Street. The Contractor will furnish all labor, materials, equipment, and services required to complete the project, except as otherwise specified in this agreement.



Construction Services

The Contractor's services include, but are not limited to:

- Site preparation, including clearing and grading.
- Foundation construction.
- Erection of structural framework.
- Installation of exterior walls, roofing, and windows.
- Installation of all mechanical, electrical, and plumbing (MEP) systems.
- Interior construction, including walls, flooring, ceilings, and doors.
- Finishing work, including painting.
- Final cleanup and site restoration.

All work performed by the Contractor shall conform to all applicable local building codes and industry standards. The Contractor is responsible for obtaining all necessary permits and approvals required for the construction of the office building.

Exclusions

The following tasks are explicitly excluded from the scope of work:

- Landscaping
- Interior decorating

These services are the sole responsibility of the Client, ACME-1, and will not be performed by DocuPal Demo, LLC under this agreement.

Project Timeline and Milestones

This section outlines the project's key milestones and timeline. DocuPal Demo, LLC will adhere to the schedule outlined below, subject to adjustments for excusable delays.

Key Milestones

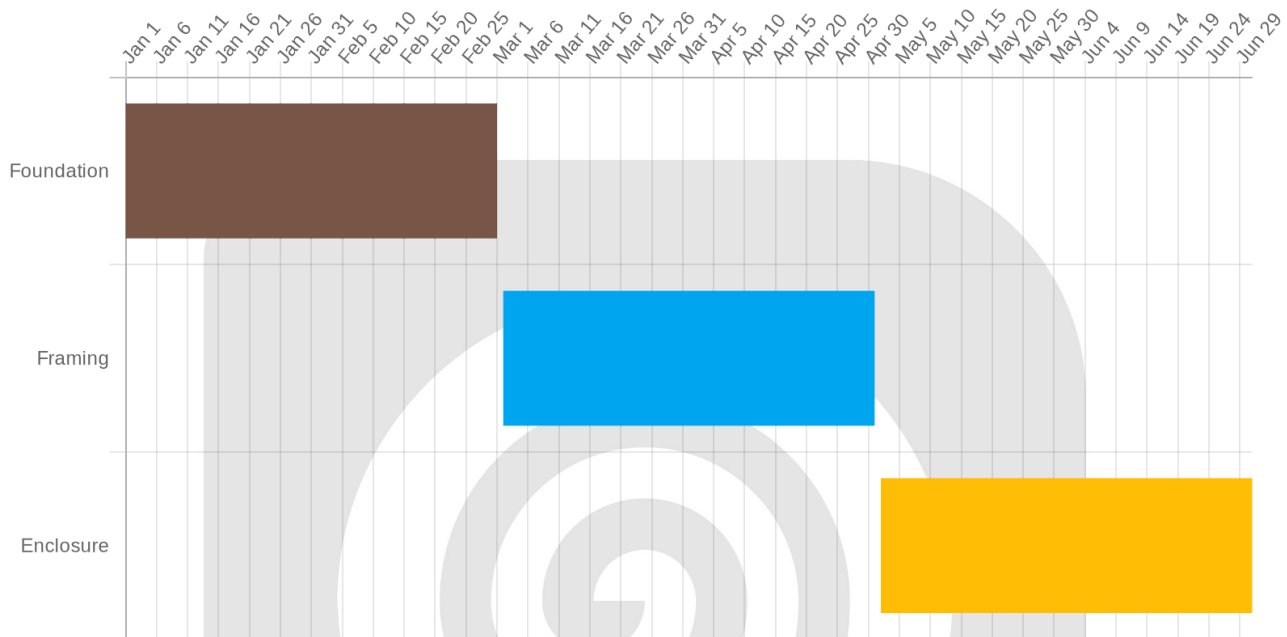
The project includes the following critical milestones:

- **Foundation Complete:** 2024-03-01
- **Framing Complete:** 2024-05-01
- **Building Enclosure Complete:** 2024-07-01



Project Completion and Schedule

The project's overall completion is scheduled according to the following timeline. Weather-related delays will result in a corresponding extension of the schedule. DocuPal Demo, LLC will notify ACME-1 within 24 hours of any other anticipated or actual delays.



Early/Late Completion

ACME-1 will provide a bonus of \$10,000 to DocuPal Demo, LLC for completing the project one month ahead of schedule. Conversely, DocuPal Demo, LLC will incur a penalty of \$10,000 for each month the project is delayed beyond the agreed-upon completion date.

Payment Terms and Schedule

DocuPal Demo, LLC will invoice Acme, Inc monthly for work completed. Payments will be based on the percentage of work certified as complete by the project architect.

Payment Schedule

Payments are due within 30 days of invoice date. Acme, Inc will remit payments to DocuPal Demo, LLC via [Specify Payment Method, e.g., wire transfer, check].

Retainage

Acme, Inc will hold a retainage of 10% from each monthly payment. This retainage will be released to DocuPal Demo, LLC upon final inspection and acceptance of the completed project.

Change Orders

Any changes to the original scope of work will be documented via written change orders. These change orders will be priced at the cost of the additional work plus 10% for overhead and profit. Payment for approved change orders will be included in the next scheduled payment after approval.

Payment Milestones

The following chart illustrates key payment milestones throughout the project:

Change Orders and Modifications

This section outlines the process for addressing changes to the original scope of work. All changes to the work require written authorization from ACME-1.

Change Order Requests

The Contractor will submit a formal change order request to ACME-1. This request must include:

- A detailed description of the proposed change.
- A comprehensive cost estimate for the change.
- An assessment of the change's impact on the project schedule.



Approval Process

ACME-1's CEO holds the authority to approve or reject change order requests. ACME-1 will review each request and provide a written decision to the Contractor. Work related to the change order cannot commence until ACME-1 provides written approval.

Implementing Changes

Upon approval of a change order, the Contractor will incorporate the changes into the project. The change order will then become an amendment to this Construction Contract, adjusting the scope of work, contract price, and/or project schedule as necessary. Both parties will retain a copy of the fully executed change order.

Liabilities and Indemnities

Contractor's Liabilities

Docupal Demo, LLC is responsible for any defects in workmanship. This liability extends to ensuring the construction adheres to industry standards and the specifications outlined in this contract. Docupal Demo, LLC will rectify any defective work identified during the warranty period, as specified elsewhere in this agreement.

Client's Liabilities

Acme, Inc is liable for errors or omissions in the designs provided for the construction project. Acme, Inc warrants that all supplied designs comply with applicable laws, codes, and regulations.

Indemnification

Docupal Demo, LLC will indemnify, defend, and hold harmless Acme, Inc, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from the performance of the work. This



indemnification applies to third-party claims for bodily injury, death, or damage to property, but only to the extent caused by the negligent acts or omissions of Docupal Demo, LLC, its employees, subcontractors, or agents.

Allocation of Damages

Each party is responsible for damages or losses resulting from their own negligence. In instances where negligence is shared, liability will be apportioned based on the degree of fault. This applies to direct damages only, unless otherwise agreed upon in writing. Neither party will be liable to the other for consequential, indirect, or special damages.

Insurance and Bonds

Docupal Demo, LLC will secure and maintain the following insurance coverage throughout the project's duration:

- **General Liability Insurance:** This will protect against claims of bodily injury or property damage.
- **Workers' Compensation Insurance:** This will cover employee injuries or illnesses sustained during the project.
- **Auto Insurance:** This will cover liability for accidents involving vehicles used for the project.

ACME-1 will also maintain appropriate insurance coverage.

Before work begins, Docupal Demo, LLC will provide ACME-1 with certificates of insurance as proof of coverage.

Bonds

Docupal Demo, LLC is required to provide both a performance bond and a payment bond. These bonds guarantee the completion of the project and ensure that all subcontractors and suppliers are paid.



Safety and Regulatory Compliance

Docupal Demo, LLC ("Contractor") is responsible for maintaining a safe work environment at the construction site. All work performed must comply with Occupational Safety and Health Administration (OSHA) safety standards. The Contractor must also adhere to all applicable federal, state, and local laws, regulations, and ordinances.

Compliance with Local Regulations

The Contractor is solely responsible for ensuring that all construction activities comply with local regulations, including obtaining necessary permits and licenses. Any costs associated with regulatory compliance are the responsibility of the Contractor.

Handling of Safety Violations

Any safety violations observed on the construction site will result in immediate work stoppage in the affected area. Work will not resume until the violation is corrected and the Contractor has implemented measures to prevent recurrence. ACME-1 ("Client") reserves the right to conduct its own safety inspections and audits of the construction site. The Contractor shall fully cooperate with these inspections.

Dispute Resolution

Docupal Demo, LLC and ACME-1 agree to resolve any disputes related to this Construction Contract using the following methods.

Mediation

First, both parties will attempt to resolve the dispute through mediation. A mutually agreed-upon mediator will be selected. Both parties will share the costs of mediation equally.



Arbitration

If mediation fails, the dispute will be settled by binding arbitration. Arbitration is mandatory before either party can pursue litigation. The arbitration will be conducted in accordance with the rules of the American Arbitration Association. The arbitrator's decision will be final and binding.

Jurisdiction and Venue

The jurisdiction and venue for any legal action related to this Construction Contract will be in the state of Delaware. This applies to arbitration enforcement or litigation if permitted.

Warranties and Guarantees

Docupal Demo, LLC ("Contractor") provides the following warranties to Acme, Inc ("Client") regarding the construction work performed under this agreement.

Workmanship Warranty

The Contractor warrants that all workmanship will be free from defects for a period of one (1) year from the date of substantial completion of the project. Should any defects in workmanship appear during this period, the Contractor will, at its sole discretion, either repair or replace the defective work at no additional cost to the Client.

Limitations

This warranty does not cover defects or damage caused by:

- Normal wear and tear.
- Improper maintenance or use.
- Acts of God, such as floods, earthquakes, or other natural disasters.
- Modifications or alterations made by the Client or third parties.



Non-Transferable

All warranties provided by the Contractor are non-transferable and extend only to the Client.

Subcontractors and Third Parties

Docupal Demo, LLC ("Contractor") is permitted to utilize subcontractors to complete portions of the work outlined in this Construction Contract. However, the Contractor must obtain prior written approval from Acme, Inc ("Client") before engaging any subcontractor.

Subcontractor Approval

To request approval, the Contractor will submit a written request to the Client. This request will include the name of the proposed subcontractor, a description of the work they will perform, and evidence of their qualifications and insurance coverage. The Client retains the right to approve or reject any proposed subcontractor at their sole discretion.

Liability for Subcontractor Performance

The Contractor is fully responsible and liable for the performance and conduct of all subcontractors they employ. Any failure by a subcontractor to meet the requirements of this Construction Contract will be considered a failure by the Contractor. The Contractor will ensure that all subcontracts contain provisions that bind the subcontractor to the terms and conditions of this Construction Contract.

Contract Termination

This Construction Contract may be terminated by either DocuPal Demo, LLC or ACME-1 under the condition of material breach. The party seeking termination must provide written notice to the other party at least 30 days prior to the intended date of termination.



Termination for Material Breach

A material breach includes, but is not limited to, failure to perform the work in accordance with the contract documents, failure to make payments when due, or violation of any material provision of this agreement.

Consequences of Termination

The terminating party shall be responsible for all costs incurred by the other party as a direct result of the termination. This includes, but is not limited to, costs associated with materials, labor, and demobilization. The non-terminating party will provide documentation to substantiate all costs.

Force Majeure

Docupal Demo, LLC will not be liable for any failure or delay in the performance of its obligations. This applies if such failure or delay is due to a Force Majeure Event.

Qualifying Events

Force Majeure Events include natural disasters and acts of war.

Impact on Performance

Performance under this Construction Contract is excused or delayed due to a Force Majeure Event.

Notice Requirement

ACME-1 must provide written notice to Docupal Demo, LLC of the Force Majeure Event within 7 days of its occurrence. This notice must include a description of the event and its anticipated impact on the project.



Miscellaneous Provisions

Governing Law

This Construction Contract will be governed by the laws of the State of Delaware. This applies regardless of where the parties are located or where the construction project takes place.

Assignment

Neither party can assign their rights or obligations under this Contract. Any assignment requires the prior written consent of the other party. This consent will not be unreasonably withheld.

Notices

All notices related to this Contract must be in writing. Notices will be considered delivered when sent by certified mail, return receipt requested, to the addresses listed in this Contract.

Entire Agreement

This Contract represents the entire agreement between Docupal Demo, LLC and ACME-1. It supersedes all prior negotiations, discussions, and agreements, whether written or oral, related to the subject matter of this Contract.

Severability

If any provision of this Contract is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The parties will negotiate in good faith to replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the same economic effect.



Signatures and Execution

This Construction Contract becomes effective as of January 1, 2024. DocuPal Demo, LLC and Acme, Inc. agree to the terms and conditions outlined within this document.

Agreement

By signing below, both parties acknowledge they have read, understood, and agree to be bound by this Construction Contract.

Party	Signature	Name	Title	Date
DocuPal Demo, LLC (Contractor)		John Smith	Authorized Signatory	
Acme, Inc (Client)		Jane Doe	Authorized Signatory	

Electronic signatures are permitted and hold the same weight as original signatures for this Contract.

