

# Cost Plus Construction Agreement

This Cost Plus Construction Agreement ("Agreement") is made between:

**Owner:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

**Project Address:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## 1. Scope of Work

The Contractor shall provide all labor, materials, equipment, and services required to complete the following construction project in accordance with the plans and specifications agreed upon by both parties.

## 2. Contract Price

The Owner agrees to pay the Contractor the actual cost of all work performed, plus a fee as described below:

- **Cost of Work:** All actual, reasonable construction costs incurred by the Contractor for labor, materials, equipment, subcontractors, and permits.
- **Contractor's Fee:** \_\_\_\_\_ % of Cost of Work / OR \$ \_\_\_\_\_ (Lump Sum Fee)

All labor and materials markup, overhead, and profit are included in Contractor's Fee.

## 3. Payment Terms

The Contractor shall submit periodic invoices (not more frequently than once per week) detailing actual costs incurred, with supporting documentation. The Owner shall pay approved invoices within \_\_\_\_\_ days of receipt.

## 4. Changes in the Work

Any changes in the scope of work or cost shall be agreed to in writing by both parties before additional costs are incurred.

## 5. Completion of Work

The Contractor will use reasonable efforts to complete the project on or before \_\_\_\_\_.

Delays caused by conditions beyond the Contractor's control may extend the completion date.

## 6. Termination

Either party may terminate this Agreement with written notice. The Owner shall pay the Contractor for all costs incurred up to termination and any applicable Contractor's Fee.

## 7. Miscellaneous

- This Agreement represents the entire understanding between the parties.
- No modification is valid unless in writing and signed by both parties.
- This Agreement is governed by the laws of the State/Province of \_\_\_\_\_.

Owner

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

Contractor

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