

**STANDARD CONSTRUCTION CONTRACT
(STATE OF CALIFORNIA)**

between

[OWNER]

and

[CONTRACTOR]

with

Westfield, LLC as Construction Manager

, 2

Contractor _____
Owner _____

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**STANDARD CONSTRUCTION CONTRACT
(State of California)**

Contract Number _____

This Contract ("Contract") is made and entered into at _____ this _____ day of _____, 20____ by and between _____, a _____ (hereinafter called "Owner") and _____, a _____ (hereinafter called "Contractor"), with reference to the following facts and circumstances:

A. The project ("Project") is (or will be) located at _____, State of California ("Project Site") and is commonly referred to as _____.

B. The Owner has entered into a Design, Development, and Construction Agreement with Westfield, LLC ("Construction Manager"), whereby the Owner has engaged Westfield, LLC to act as the Construction Manager for the Project and the duties and responsibilities of the Construction Manager as described herein shall be on behalf of the Owner.

C. Each capitalized term which is not defined in this Contract shall have the same meaning as ascribed to such term in **Appendix A** attached hereto.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Owner and Contractor agree as follows:

1. Contact Information. All correspondence for this Contract shall be addressed, and other contact information for the parties hereto shall be as follows, unless changed by written notice as provided in accordance with the notice requirements of the Agreement:

OWNER:

c/o Westfield, LLC
11601 Wilshire Boulevard, 11th Floor
Los Angeles, California 90025
Phone: _____
Fax: (310) 478-1267
Attn: _____

CONTRACTOR:

Phone: _____
Fax: _____
Attn: _____

2. Contract Documents. The “Contract Documents” shall mean and consist of all of the following:

- (a) This Contract;
- (b) The General Contract Provisions as set forth in Appendix A;
- (c) The Drawings and Specifications as set forth in Appendix B;
- (d) The Scope of Work as set forth in Appendix C;
- (e) The Special Contract Provisions as set forth in Appendix D;
- (f) The Project-Specific Safety Requirements as set forth in Appendix E;
- (g) Any addenda enumerated as follows:
- (h) All drawings and specifications and general, special and supplementary conditions for the Project insofar as they relate in any way, directly or indirectly, to the Work covered by this Contract; and
- (i) Modifications (made after the date of this Agreement), in accordance with Appendix A.

The Contract Documents do not include bidding documents such as advertisements or invitations to bid, instructions to bidders, sample forms, Contractor’s bid or portions of addenda relating to any of these, or any other documents unless specifically enumerated in this Contract. The Contract Documents are incorporated in this Contract by this reference, with the same force and effect as if the same were set forth at length herein (subject to the order of priority and express rules of interpretation set forth in the Contract Documents), and Contractor shall be bound by any and all of said Contract Documents. Construction Manager shall provide Contractor with one set of the Drawings and Specifications for the Work. Additional copies will be provided at Contractor’s expense.

3. Scope. Contractor agrees to furnish all labor, services, supervision on the Project Site, materials, installation, cartage, hoisting, supplies, insurance, equipment, scaffolding, tools, utilities, surveys, field measurements or other measurements, shop drawings, testing services and devices, sales, gross receipts and similar taxes, each and every item of expense, storage and other facilities of every kind and description required for the prompt and efficient execution of all of the Work and to perform all services and supply all materials necessary or incidental to complete the Work on, in or at the Project Site in strict accordance with the Contract Documents, and to the entire satisfaction and acceptance of Owner and Construction Manager, and as more particularly, though not exclusively, specified in the Scope of Work as set forth in Appendix C hereto. Contractor faithfully and diligently shall undertake and complete the Work to comply in every respect with the Contract Documents. The Scope of Work shall be deemed to include any work and procedures not expressly indicated herein but necessary for proper execution of the Work, including, without limitation, all Work expressly specified in the Contract Documents and such Work as may be reasonably inferred therefrom, except for only such items of work as are specifically stated in the Contract Documents not to be the obligation of the Contractor.

4. Contract Price. Owner agrees to pay Contractor, for the full and complete performance of all of the Work in strict compliance with the Contract Documents, the sum of Dollars (\$) (“Contract Price”) subject to additions and deductions by Modification in accordance with the Contract Documents. The Contract Price is fixed, is not subject to escalation, and shall constitute full consideration for, without limitation, all costs, expenses and

profits of Contractor of any and all kinds and all applicable federal, state and local taxes, fees and duties.

5. **Construction Schedule.** The Work to be performed under this Contract shall be commenced _____ and, subject to adjustments which are authorized only by Modification in accordance with the Contract Documents, shall be completed no later than _____, 2 _____ and in strict accordance with the Overall Construction Schedule attached as **Exhibit I** to **Appendix A**.

6. **Time.** Time is of the essence of this Contract with respect to Contractor's obligations under the Contract Documents. Owner will sustain monetary damages if the whole Work or any part thereof is delayed because Contractor fails to perform any part of the Work in accordance with the Contract Documents or fails to comply with Construction Manager's directions. Contractor shall begin the Work at the time provided herein and shall perform its obligations under the Contract Documents with diligence and with sufficient manpower to maintain the progress of the Work as scheduled, without delaying any aspect of the Work or assuming a delay in the Project of which the Work is a part. At the request of Construction Manager, Contractor shall perform certain parts of the Work before other parts, add extra manpower or order overtime labor at Contractor's sole cost and expense in order to comply with Construction Manager's direction.

7. **Contractor's Obligations to Owner.** Contractor affirms that Contractor has read and carefully reviewed the Contract Documents, has visited the Project Site and has become familiar with all conditions and special conditions at the Project Site. Contractor shall perform the Work and Contractor's obligations under the Contract Documents in accordance with and subject to each of the provisions thereof for the benefit of Owner and to the full extent that each such provision is applicable to the Work. Contractor agrees that nothing in the Contract Documents shall be deemed to create any contractual obligation of Construction Manager to Contractor or to any subcontractor or to any other person or entity not an express party to this Agreement and nothing in the Contract Documents shall be deemed to create any contractual obligation of the Owner to any subcontractor or to any other person or entity not an express party to this Agreement. However, Owner shall be deemed a third-party beneficiary of all of the warranties, representations, covenants, agreements and the like made by each subcontractor under its agreement with the Contractor for performance of the subcontractor's portion of the Work.

8. **License.** CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

IN WITNESS WHEREOF, the Parties hereto execute this Contract for themselves and their heirs, executors, successors, administrators and assignees on the date first above written.

Contractor:

a _____,

By: _____

Its: _____

By: _____

Its: _____

CONTRACTOR'S

State License No.

(Seal)

Owner,

Insert full signature block from Property Ownership List