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GENERAL CONDITIONS

THIS AGREEMENT, Made as of (Current Date), In the Year of (Current Year)

Between the Owner:

Contact Primary Full Address
Contact Telephone

And the Architect:

Company Full Address
License Number
Telephone

For the Project:

Project Address

ARTICLE 1. CONTRACT DOCUMENTS

- 1.1. The contract documents consist of the contract, general condition documents, specifications, allowances, finish schedules, construction addenda issued prior to execution of this agreement and all change modifications issued and agreed to by both parties. The intent of Documents is to include all items necessary for the proper execution of the work by the Architect. The Contract Documents are compliance required by one shall be as binding as if required by all. Performance shall be required only to the extent consistent with the Contract Documents reasonably inferable from them as being necessary to produce the
- 1.2. The Contract Documents shall not be construed to create a contract of any kind (1) between the architect and contractor, (2) between the subcontractor or sub-subcontractor or (3) between any persons or entities of the owner and Architect.
- 1.3. The term "work" means the construction and services required by the Contract Documents, whether completed or partially completed, and including materials, equipment and services to be provided or to be provided by the Architect's obligations. The work may constitute the whole or

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- 1.4. The drawings, specifications and other documents furnished by the instruments of service and shall not become property of the owner project for which they are made is commenced. Drawings, specifications and documents furnished by the Architect shall not be used by the owner for addition to this project or, unless the Architect is in default of the completion of this project by others, except by written agreement and compensation.
- 1.5. Submission or distribution of documents to meet official regulatory or other purposes in connection with the project is not to be construed as a derogation of the Architect's common law copyrights or other rights. The Owner shall own neither the documents nor the copyrights.

ARTICLE 2. OWNER

- 2.1. The Owner shall furnish all necessary surveys and a legal description of the property.
- 2.2. Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for all necessary easements, assessments and charges required for the construction of permanent structures or permanent changes in existing facilities.
- 2.3. If the Owner observes or otherwise becomes aware of a fault or defect or any nonconformity with the design or Construction Documents, the Owner shall give prompt written notice to the Architect.
- 2.4. The Owner shall furnish required information and services and shall make decisions pertaining there to avoid delay in the orderly progress of construction.
- 2.5. The Owner shall, at the request of the Architect, provide a certified statement of funds available for the project and their source.
- 2.6. The Owner shall communicate with the subcontractors only through the Architect.

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- 2.7. The Owner will not have control over or charge of and will not be responsible for the construction means, methods, techniques, sequences or procedures, safety precautions and programs in connection with the work, since these are the Contractor's responsibility.

- 2.8. The Owner will choose all finish selections, fixtures and equipment and specify the allowances. Any overage or under will be calculated at the cost of the Contractor. The allowances will include material, shipping and where noted in the contract.

ARTICLE 3. CONTRACTOR

- 3.1. The Contractor shall supervise and direct the work, using the Contractor's own attention. The Contractor shall be solely responsible for and have control over the construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the work under the contract.

- 3.2. Unless Contract Documents give other specific instructions concerning the work, the Contractor shall provide and pay for all labor, materials, equipment, construction equipment and machinery, water, heat, utilities, transportation, facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated into the work.

- 3.3. The Contractor shall enforce strict discipline and good order among its employees and other persons carrying out the contract. The Contractor shall not employ or use unfit persons or persons not skilled in tasks assigned to them.

- 3.4. The Contractor warrants to the owner that materials and equipment furnished by the contractor will be of good quality and new unless otherwise required in the Contract Documents, that the work will be free from defects not in the Contract Documents, that the work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered a breach of the Contractor's warranty. The Contractor's warranty excludes remedy for damage or defect caused by modification not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If the Owner, the Contractor shall furnish satisfactory evidence as to the quality of the materials and equipment.



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- 3.5. Unless otherwise provided in the Contract Documents, the Contractor shall pay all taxes, including sales tax, use tax and other similar taxes which are legally enacted or levied on the Contractor or negotiations concluded, whether or not yet effective or merely in effect, and shall secure and pay for the building permit and other Governmental fees, licenses and inspections necessary for proper completion of the work.
- 3.6. The Contractor shall comply with and give notices required by law and regulations, and lawful orders of public authorities bearing on the work. The Contractor shall promptly notify the Owner if the drawings are observed by the contractor to be at a variance therewith.
- 3.7. The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, subcontractors and their agents and employees or persons performing portions of the work under a contract with the Owner.
- 3.8. The Contractor shall keep the Owner informed of the progress and completion of the work.

ARTICLE 4. RELATIONSHIP OF ARCHITECT & OWNER

- 4.1. The Architect accepts the relationship of trust and confidence established by the agreement and covenants with the Owner to cooperate with the Contractor in the best skill, efforts and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to make available at all times an adequate supply of workers and materials, and to perform the work in the best way and most expeditious and economical manner consistent with the interests of the Owner. The Owner agrees to exercise best efforts to enable the Contractor to perform the work in the best way and most expeditious manner by furnishing timely way information required by the Architect and making payments in accordance with the requirements of the Contract Documents.

ARTICLE 5. UNKNOWN CONDITIONS

- 5.1. If conditions are encountered at the site which are:
 - (1) Subsurface or otherwise concealed physical conditions which differ from those indicated in the Contract Documents



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(2) Unknown physical conditions of an unusual nature, which differ from those ordinarily found to exist and generally recognized as inherent in the character provided for in the construction documents, then the party shall be given to the other party promptly before conditions of the event later than 21 days after the first observance of the condition. The party shall promptly investigate such conditions and will negotiate with the Architect for an adjustment in the contract sum, contract time or both.

5.2. If the Architect wished to make claim for an increase in the contract sum as provided herein shall be given to the Owner before proceeding with the work. Prior notice is not required for claims relating to an emergency emergency property. If the Architect believes additional cost is involved for rework, the claim is not limited to:

- (1) A written interpretation from the Owner
- (2) An order by the Owner to stop the work where the Architect was not notified
- (3) A written order for a change in the work issued by the Owner
- (4) Failure of payment by the Owner
- (5) Termination of the Contract by the Owner
- (6) Owner's suspension
- (7) Other reasonable grounds, claims shall be filed in accordance with the procedures established herein.

5.3. If the Architect wishes to make claim for an increase in the contract sum as provided herein shall be given. The Architect's claims shall include the cost and of probable effect of delay on progress of the work. In the event of delay, only one claim is necessary.

5.4. If adverse weather conditions are the basis for a claim for additional cost, the claim shall be documented by data substantiating that weather conditions during the period of time and could not have been reasonably anticipated and that the weather conditions has an adverse effect on the scheduled construction.

5.5. If either party to the contract suffers injury or damage to person or property by an act or omission of the other party, any of the other party's employees or others for whose acts such party is legally liable, written notice of the claim, whether insured or not, shall be given to the other party within a reasonable time not exceeding 21 days after first observance. The notice shall provide sufficient information to enable the other party to investigate the matter. If a claim for additional cost related to this claim is to be asserted, it shall be filed as provided in 5.2 and 5.3.

ARTICLE 6. CHANGES IN THE WORK



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- 6.1. A Change Order is a written order signed by the Owner and the Architect after execution of the contract, authorizing a change in the work or contract sum or contract time. The contract sum and time can only be changed by a change order.
- 6.2. The Owner without invalidating the contract may order changes in the general scope of the original contract consisting of additions, deletions, and the contract sum and contract time shall be adjusted accordingly. All work shall be authorized by a change order, and shall be performed under the conditions of the contract documents.
- 6.3. If the Owner requests the Architect to submit a proposal for a change and then elects not to proceed with the change, a change order shall not be issued. The Architect for any costs incurred for design services, bid preparation, and revisions to the contract documents, with the addition of a change order.
- 6.4. The Architect shall be compensated for changes in the work necessary for the enactment or revisions or codes, laws or regulations subsequent to the Architect's proposal.

ARTICLE 7. TIME

- 7.1. Time Limits stated in the contract documents are of the essence of the agreement. In executing the agreement the Architect confirms that the contract time period for performing the work.
- 7.2. If the Architect is delayed at any time in the progress of the work by the work, by labor disputes, fire, unusually delays in deliveries, adverse weather conditions not reasonable anticipated, unavoidable events beyond the Architects control, or by other causes which the owner determine may justify a delay, then the contract time shall be extended for such reasonable time as the Owner and the Architect may negotiate.
- 7.3. The date of substantial completion of the work, or the portion thereof by the Architect when construction is sufficiently complete, in accordance with the contract documents, so the Owner can occupy or utilize the work thereof for the use for which it is intended, as expressed in the contract documents.



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ARTICLE 8. TERMINATION OF THE CONTRACT

8.1. If the Owner fails to make payment, for a period of 28 days after payment has been issued, through no fault of the Architect, the Architect may, upon written notice to the Owner, terminate the contract and recover from the Owner for all work executed and for proven loss with respect to equipment and materials including reasonable overhead, profit and damages applicable to the contract.

ARTICLE 9. ACCEPTANCE

By execution of this document, I agree to have read and fully understand the legal implications of this document. I agree to explicitly abide by and follow the terms and conditions listed in this agreement.

Company Name

Architect's Signature

Date

Owner's Signature

Date

Owner's Signature

Date

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