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CONSTRUCTION MANAGEMENT CONTRACT – FI

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

Between the Owner:

Contact Primary Full Address
Contact Telephone

And the Contractor:

Company Full Address
License Number
Telephone

For the Project:

Project Address

Construction Lender:

Lender Address

ARTICLE 1. CONTRACT DOCUMENTS

- 1.1. The contract documents consist of this agreement, general conditions, specifications, allowances, finish schedules, construction information disclosure statement, all addenda issued prior to execution and all change orders or modifications issued and agreed to by both parties. The contract documents noted herein shall be provided to the Contractor by the Owner. The contract documents represent the entire agreement of both parties and no prior oral or written agreement.

ARTICLE 2. SCOPE OF WORK

- 2.1. The Contractor agrees to function as an agent of the Owner to provide Supervision services to construct the above mentioned structure and site there to in (the city, county and state of project) according to the contract documents, allowances, finish schedules, all addenda, change orders and specifications set forth in the specification booklet.

ARTICLE 3. TIME OF COMPLETION

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- 3.1. The approximate commencement date of the project shall be (Month Day, Year) and the approximate completion date of the project shall be (Month Day, Year). Change orders and/or unusual weather might delay or otherwise affect the completion date. Barring inclement weather or owner related delays, the Contractor shall be liable for liquidated damages of (dollar amount) per day if the project is not completed within (number of months) months. The contract execution date shall be (Month Day, Year).

ARTICLE 4. CONSTRUCTION MANAGEMENT FEES

- 4.1. The fees for construction management and supervision services shall be (written) Dollars, (\$00,000.00).
- 4.2. Pre-construction estimates for construction costs and coordination shall be (written) Dollars, (\$000,000.00),
- 4.3. The Owner and the Contractor acknowledge that the Owner will pay (written) Dollars, (\$000,000.00), upon signing of this contract and before construction management and supervision begins as a deposit and part of the contract.

ARTICLE 5. PROGRESS PAYMENTS

- 5.1. The Owner will make payments to the contractor for construction management and supervision services every two weeks. Owner shall make payments (days) after request by contractor. Should the owner fail to make payments, Contractor may charge a penalty of (percent) annually upon the unpaid amount.
- 5.2. If payment is not received by the Contractor within (number of days) days of payment demand for services satisfactorily completed, Contractor shall have the right to stop construction management and supervision or terminate the contract. Termination by Contractor under the provisions of this paragraph shall not relieve the Owner of the obligations of payments to Contractor for that part of the services performed prior to such termination. Termination by Owner under this paragraph shall not relieve the Owner of the obligations of payments to Contractor for that part of the services performed prior to such termination.

ARTICLE 6. DUTIES OF THE CONTRACTOR

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- 6.1. All construction shall be in accordance to the provisions of the plan. All systems shall be in good working order.
- 6.2. All construction shall be completed in a workman like manner, and applicable national, state and local building codes and laws.
- 6.3. All construction shall be performed by appropriately licensed individuals. Said work, as outlined by law.
- 6.4. Contractor shall obtain all permits necessary for the work to be completed.

ARTICLE 7. CHANGE ORDERS AND FINISH SCHEDULES

- 7.1. A Change Order is any change to the original plans and/or specifications. Change orders need to be agreed upon in writing, including cost, additional approximate dates when the work will begin and be completed, a location where the work will be done and signed by both parties. All change orders to complete change orders shall be taken into consideration in the date.
- 7.2. Completed Finish Selection Schedules shall be submitted to the Owner.
- 7.3. Schedule #1 within four weeks after site clearing begins.
- 7.4. Schedule #2 within eight weeks after site clearing begins.
- 7.5. Any delays or changes in finish selection schedules will delay the completion date.

ARTICLE 8. INSURANCE

- 8.1. The Owner will keep in force a Builder's Risk Insurance Policy on the project to protect both owner's and contractor's interests until construction is completed.

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- 8.2.** The Owner will purchase and maintain property insurance to the full value of the project, in case of a fire, vandalism, malicious mischief or other cause which occurs.
- 8.3.** The Contractor shall purchase and maintain needed **Workman's Compensation and Liability** insurance coverage as required by law and deemed necessary for the protection of the Contractor.

ARTICLE 9. GENERAL PROVISIONS

- 9.1.** If conditions are encountered at the construction site which are substantially different from those concealed physical conditions or unknown physical conditions of the site which differ naturally from those ordinarily found to exist and generally inherent in construction activities, the Owner will promptly investigate and, if they differ materially and cause an increase or decrease in the cost of, and/or time required for, performance of any part of the work, the Contractor shall be entitled to an equitable adjustment in the contract sum, contract time and contract conditions.

ARTICLE 10. HAZARDOUS MATERIALS, WASTE AND ASBESTOS

- 10.1.** Both parties agree that dealing with hazardous materials, waste or asbestos requires specialized training, processes, precautions and licenses. Therefore, this agreement includes the specific handling, disturbance, removal and disposal of hazardous materials, waste or asbestos, upon discovery of such materials. The Contractor shall notify the Owner immediately and allow the Owner to hire a contractor under contract with a properly licensed and qualified hazardous material removal contractor. Such work shall be treated as a Change Order resulting in additional cost and time considerations.

ARTICLE 11. ARBITRATION OF DISPUTES

- 11.1.** Any controversy or claim arising out of or relating to this contract, and the performance or non-performance hereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment of the arbitrator(s) may be entered in any court having jurisdiction.

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ARTICLE 12. WARRANTY

- 12.1. Warranty of the construction project against defects in workmanship shall be handled between the Owner and Subcontractors and/or Suppliers without involving the Contractor. The manufacturer's warranty will be the action of any kind relating to the project, project performance or the project, initiated by either party against the other party after **(number of years)** completion of the project or cessation of work.

ARTICLE 13. TERMINATION OF THE CONTRACT

- 13.1. Should the Owner or Contractor fail to carry out this contract, with the following options and stipulations shall apply:
- 13.1.1. If the Owner or the Contractor shall default on the contract, either party may declare the contract is in default and proceed against the other party for the recovery of all damages incurred as a result of the contract, including a reasonable attorney's fee. In the case of a default by the Owner, the Earnest money herein mentioned shall be applied to the ascertained damages.
- 13.1.2. In the event of a default by the Owner or Contractor, the Contractor may state his intention to comply with the contract and proceed with the project performance.
- 13.1.3. In the case of a defaulting Owner, the Contractor may accept the earnest money as shown herein as liquidated damages, should the earnest money not cover the expenses to date, the Contractor may make good the contract for all work executed and for proven loss with respect to equipment, construction equipment and machinery, including reasonable attorney's fees and damages applicable to the property less the earnest money.

ARTICLE 14. ATTORNEY FEES

- 14.1. In the event of any arbitration or litigation relating to the project, pursuant to this contract, the prevailing party shall be entitled to reasonable attorney's fees and expenses.



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ARTICLE 15. ACCEPTANCE AND OCCUPANCY

- 15.1. Upon completion, the project shall be inspected by the Owner and any repairs necessary to comply with the contract documents shall be made by the Contractor.
15.2. The Owner shall not occupy the property until final payment has been made to the Contractor and a Certificate of Occupancy has been obtained.
15.3. Occupancy of the project by the Owner in violation of Article 15.2 shall constitute unconditional acceptance of the project and a waiver of any defects in the work.

WITNESS our hand and seal on this _____ day of _____,

Signed in the presence of:

Witness

Witness

Contractor Signature

Owner Signature

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