



**SAMPLE  
DOCUMENT**

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# CONSTRUCTION MANAGEMENT CONTRACT – C

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 all thereto 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 this construction management contract shall be calculated on a **(percentage)** coordination basis, with all labor, materials, permits and insurance.

Select one of the following calculation methods:

Construction coordination services shall be charged at **(percentage)** of the construction cost.  
 Construction coordination services shall be charged at costs plus **(percentage)** (obtained by dividing the costs by (1 minus the percentage)).

- 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 based on a percentage of construction materials performed during that period. 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.

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- 5.2. If payment is not received by the Contractor within (number of days) of payment demand for services satisfactorily completed, contractor shall terminate the contract to stop construction management and supervision or terminate the contract by Termination by Contractor under the provisions of this paragraph. The Contractor shall remain Owner of the obligations of payments to Contractor for that part of the contract 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

- 6.1. All construction shall be in accordance to the provisions of the plans and specifications. All systems shall be in good working order.
- 6.2. All construction shall be completed in a workman like manner, and shall conform to applicable national, state and local building codes and laws.
- 6.3. All construction shall be performed by appropriately licensed individuals. All 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 materials, 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 contract date.
- 7.2. Completed Finish Selection Schedules shall be submitted to the Owner.
- 7.2.1. Schedule #1 within four weeks after site clearing begins.
- 7.2.2. Schedule #2 within eight weeks after site clearing begins.



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- 7.3. Any delays or changes in finish selection schedules will delay the date.

## ARTICLE 8. INSURANCE

- 8.1. The Owner will keep in force a Builder's Risk Insurance Policy on protect both owner's and contractor's interests until construction i
- 8.2. The Owner will purchase and maintain property insurance to the f of the project, in case of a fire, vandalism, malicious mischief or o occur.
- 8.3. The Contractor shall purchase and maintain needed [Workman's Compensation](#) and [General Liability](#) insurance coverage as required by law and deemed necessary for protection.

## ARTICLE 9. GENERAL PROVISIONS

- 9.1. If conditions are encountered at the construction site which are su concealed physical conditions or unknown physical conditions of which differ naturally from those ordinarily found to exist and gene inherent in construction activities, the Owner will promptly investig and, if they differ materially and cause an increase or decrease in of, and/or time required for, performance of any part of the work, v Contractor an equitable adjustment in the contract sum, contract t

## ARTICLE 10. HAZARDOUS MATERIALS, WASTE AND ASBESTOS

- 10.1. Both parties agree that dealing with hazardous materials, waste o specialized training, processes, precautions and licenses. Therefo this agreement includes the specific handling, disturbance, remov hazardous materials, waste or asbestos, upon discovery of such l the Contractor shall notify the Owner immediately and allow the C contract with a properly licensed and qualified hazardous materia work shall be treated as a Change Order resulting in additional co considerations.



## ARTICLE 11. ARBITRATION OF DISPUTES

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

## 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, the Contractor shall declare the contract is in default and proceed against the defaulting party for damages incurred as a result of said breach of contract, including a reasonable amount of the case of a defaulting Owner, the Earnest money herein mentioned shall be used for legally ascertained damages.
- 13.1.2 In the event of a default by the Owner or Contractor, the Contractor shall have his intention to comply with the contract and proceed for specific performance.
- 13.1.3 In the case of a defaulting Owner, the Contractor may accept, at the time of the default, money as shown herein as liquidated damages, should earnest money not be available, the Contractor may make claim to the Owner for all work executed to date, respect to equipment, materials, tools, construction equipment and machinery, plus reasonable overhead, profit and damages applicable to the property less

## ARTICLE 14. ATTORNEY FEES





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14.1. In the event of any arbitration or litigation relating to the project, p this contract, the prevailing party shall be entitled to reasonable a expenses.

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 sha Contractor.

15.2. The Owner shall not occupy the property until final payment has b Contractor and a Certificate of Occupancy has been obtained.

15.3. Occupancy of the project by the Owner in violation of Article 15.2 unconditional acceptance of the project and a waiver of any defec 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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