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CONSTRUCTION MANAGEMENT CONTRACT – FI

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

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 condition documents, specifications, allowances, finish schedules, construct information disclosure statement, all addenda issued prior to exec and all change orders or modifications issued and agreed to by be documents noted herein shall be provided to the Contractor by th contract documents represent the entire agreement of both partie prior oral or written agreement.

ARTICLE 2. SCOPE OF WORK

2.1. The Contractor agrees to function as an agent of the Owner to pr Supervision services to construct the above mentioned structure a thereto in (the city, county and state of project) according to th documents, allowances, finish schedules, all addenda, change or 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 (Mo approximate completion date of the project shall be (Month Day, change orders and/or unusual weather might delay or otherwise a date. Barring inclement weather or owner related delays, the Cor liquidated damages of (dollar amount) per day if the project is no (number of months) months. The contract execution date shall

ARTICLE 4. CONSTRUCTION MANAGEMENT FEES

- **4.1.** The fees for construction management and supervision services of (written) Dollars, (\$00,000.00).
- Pre-construction estimates for construction costs and coordination (written) Dollars, (\$000,000.00),
- **4.3.** The Owner and the Contractor acknowledge that the Owner will p **Dollars**, (\$000,000.00), upon signing of this contract and before c 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 supervision services every two weeks. Owner shall make payme (days) after request by contractor. Should the owner fail to make may charge a penalty of (percent) annually upon the unpaid amo
- **5.2.** If payment is not received by the Contractor within (number of da of payment demand for services satisfactorily completed, contractor stop construction management and supervision or terminate th Termination by Contractor under the provisions of this paragraph Owner of the obligations of payments to Contractor for that part o performed prior to such termination. Termination by Owner unde paragraph shall not relieve the Owner of the obligations of payment 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 pla 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 indiv said work, as outlined by law.
- 6.4. Contractor shall obtain all permits necessary for the work to be cc

ARTICLE 7. CHANGE ORDERS AND FINISH SCHEDULES

- 7.1. A Change Order is any change to the original plans and/or specifi orders need to be agreed upon in writing, including cost, additiona approximate dates when the work will begin and be completed, a location where the work will be done and signed by both parties. to complete change orders shall be taken into consideration in the date.
- 7.2. Completed Finish Selection Schedules shall be submitted to the
- 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 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



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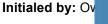
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- **8.2.** The Owner will purchase and maintain property insurance to the f of the project, in case of a fire, vandalism, malicious mischief or o occur.
- 8.3. The Contractor shall purchase and maintain needed Workman's Liability insurance coverage as required by law and deemed nece 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, Contractor an equitable adjustment in the contract sum, contract t

ARTICLE 10. HAZARDOUS MATERIALS, WASTE AND ASBE

10.1. Both parties agree that dealing with hazardous materials, waste c specialized training, processes, precautions and licenses. Therefore, this agreement includes the specific handling, disturbance, remove hazardous materials, waste or asbestos, upon discovery of such I 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 cc considerations.

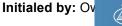
ARTICLE 11. ARBITRATION OF DISPUTES

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



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ARTICLE 12. WARRANTY

12.1. Warranty of the construction project against defects in workmansl shall be handled between the Owner and Subcontractors and/or s without involving the Contractor. The manufacturers warranty wil action of any kind relating to the project, project performance or th initiated by either party against the other party after (number of y 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 contrac party may declare the contract is in default and proceed a party for the recovery of all damages incurred as a result of contract, including a reasonable attorney's fee. In the cas Owner, the Earnest money herein mentioned shall be app ascertained damages.
 - **13.1.2.** In the event of a default by the Owner or Contractor, the n may state his intention to comply with the contract and pro performance.
 - 13.1.3. In the case of a defaulting Owner, the Contractor may acc earnest money as shown herein as liquidated damages, s not cover the expenses to date, the Contractor may make all work executed and for proven loss with respect to equij construction equipment and machinery, including reasona and damages applicable to the property less the earnest r

ARTICLE 14. ATTORNEY FEES

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.





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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 sha Contractor.
- **15.2.** The Owner shall not occupy the property until final payment has t 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 defect work.

WITNESS our hand and seal on this _____ day of _____

Signed in the presence of:

Witness

Witness

Contractor Signature

Owner Signature







