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

### ARTICLE 2. SCOPE OF WORK

2.1. The Contractor agrees to function as an agent of the Owner to pro-Supervision services to construct the above mentioned structure at thereto in (the city, county and state of project) according to the 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

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### ARTICLE 4. CONSTRUCTION MANAGEMENT FEES

**4.1.** The fees for this construction management contract shall be calcu coordination basis, with all labor, materials, permits and insurance

### Select one of the following calculation methods:

Construction coordination services shall be charged at (percent) Construction coordination services shall be charged at costs plus (obtained by dividing the costs by (1 minus the percentage).

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







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5.2. If payment is not received by the Contractor within (number of day of payment demand for services satisfactorily completed, contract to stop construction management and supervision or terminate the Termination by Contractor under the provisions of this paragraph Owner of the obligations of payments to Contractor for that part of performed prior to such termination. Termination by Owner under 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

- **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, an applicable national, state and local building codes and laws.
- **6.3.** All construction shall be performed by appropriately licensed indivisaid work, as outlined by law.
- **6.4.** Contractor shall obtain all permits necessary for the work to be co

#### ARTICLE 7. CHANGE ORDERS AND FINISH SCHEDULES

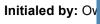
- 7.1. A Change Order is any change to the original plans and/or specifi orders need to be agreed upon in writing, including cost, additions approximate dates when the work will begin and be completed, a location where the work will be done and signed by both parties. to complete change orders shall be taken into consideration in the date.
- 7.2. Completed Finish Selection Schedules shall be submitted to the (
  - **7.2.1.** 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.

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### ARTICLE 8. INSURANCE

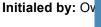
- **8.1.** The Owner will keep in force a Builder's Risk Insurance Policy on protect both owner's and contractor's interests until construction is
- **8.2.** The Owner will purchase and maintain property insurance to the f of the project, in case of a fire, vandalism, malicious mischief or o occur.
- **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 suconcealed physical conditions or unknown physical conditions of which differ naturally from those ordinarily found to exist and general inherent in construction activities, the Owner will promptly investige 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, and contract or an equitable adjustment in the contract sum, contract to

### 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 the Contractor shall notify the Owner immediately and allow the Contract with a properly licensed and qualified hazardous materia work shall be treated as a Change Order resulting in additional considerations.









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### 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 of 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 workmansl shall be handled between the Owner and Subcontractors and/or swithout involving the Contractor. The manufacturers warranty will action of any kind relating to the project, project performance or the 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 contract, the declare the contract is in default and proceed against the defaulting party damages incurred as a result of said breach of contract, including a reason the case of a defaulting Owner, the Earnest money herein mentioned shall legally ascertained damages.
  - **13.1.2** In the event of a default by the Owner or Contractor, the non-de his intention to comply with the contract and proceed for specific perfor
  - **13.1.3** In the case of a defaulting Owner, the Contractor may accept, at money as shown herein as liquidated damages, should earnest money no date, the Contractor may make claim to the Owner for all work executed respect to equipment, materials, tools, construction equipment and mach reasonable overhead, profit and damages applicable to the property less

### ARTICLE 14. ATTORNEY FEES

SAMPLE DOCUMENT

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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.

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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 nand and seal on this	_ day of	
Signed in the presence of:		
Witness	_	Witness
Contractor Signature	_	Owner Signature





