

CONSTRUCTION MANAGEMENT CONTRACT

Project Name: _____

Location: _____

PARTIES:

Owner: _____

Address: _____

Phone/Email: _____

Construction Manager: _____

Address: _____

Phone/Email: _____

RECITALS:

WHEREAS, Owner desires to engage Construction Manager to provide construction management services for the Project described herein; and WHEREAS, Construction Manager agrees to provide such services under the terms and conditions set forth in this Contract.

1. DEFINITIONS

The terms defined in this Contract shall have the meanings set forth herein and in the attached schedules and exhibits.

2. SCOPE OF SERVICES

Construction Manager shall provide professional construction management services including, but not limited to, project coordination, scheduling, cost control, contract administration, quality assurance, safety monitoring, and procurement assistance in accordance with generally accepted industry standards.

3. OWNER'S RESPONSIBILITIES

Owner shall provide timely access to the site, necessary information, decisions, and approvals, and shall fulfill all financial obligations as set forth in this Contract.

4. CONSTRUCTION MANAGER'S AUTHORITY

Construction Manager shall have the authority to act on behalf of Owner to the extent necessary to perform the services, including supervising contractors and consultants, subject to Owner's approval for major decisions.

5. CONTRACT DOCUMENTS

The Contract Documents consist of this Contract, including schedules and exhibits, drawings, specifications, and any amendments, which collectively represent the entire agreement between the parties.

6. COMPENSATION

Owner shall pay Construction Manager the fees set forth in the attached Fee Schedule. Payments shall be made in accordance with the agreed schedule upon submission of proper invoices.

7. CHANGES IN THE WORK

Any changes to the scope of services or work shall be authorized in writing by Owner and may result in adjustments to compensation and schedule.

8. SCHEDULE

Construction Manager shall develop and maintain a project schedule and shall notify Owner promptly of any delays or changes to the schedule.

9. SUBCONTRACTORS AND CONSULTANTS

Construction Manager may engage subcontractors and consultants as necessary; all shall be subject to Owner's prior approval.

10. INSURANCE

Construction Manager shall maintain insurance coverage as required by law and as detailed in the attached insurance requirements.

11. INDEMNIFICATION

Construction Manager shall indemnify and hold harmless Owner against claims arising from Construction Manager's negligent acts, errors, or omissions to the extent permitted by law.

12. TERMINATION

Either party may terminate this Contract upon written notice if the other party materially breaches any term and fails to cure within a reasonable time.

13. DISPUTE RESOLUTION

Any disputes arising under this Contract shall be resolved by negotiation, mediation, or binding arbitration under the rules of the American Arbitration Association.

14. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles.

15. CONFIDENTIALITY

Both parties agree to maintain the confidentiality of all proprietary information obtained during the performance of this Contract.

16. INDEPENDENT CONTRACTOR

Construction Manager is an independent contractor and not an employee, agent, or partner of Owner.

17. NOTICES

All notices required or permitted under this Contract shall be in writing and delivered to the addresses set forth above.

18. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties and supersedes all prior agreements, representations, and understandings.

19. AMENDMENTS

No amendment to this Contract shall be effective unless in writing and signed by both parties.

20. SEVERABILITY

If any provision of this Contract is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

21. WAIVER

No waiver of any breach or right under this Contract shall be effective unless in writing and signed by the waiving party.

22. ASSIGNMENT

Neither party may assign or transfer its rights or obligations under this Contract without the prior written consent of the other party.

23. USE OF DOCUMENTS

All documents prepared by Construction Manager are instruments of service and may be used only for the Project.

24. SAFETY

Construction Manager shall enforce all applicable safety regulations and ensure a safe work environment.

25. FORCE MAJEURE

Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control.

26. COMPLIANCE WITH LAWS

Construction Manager shall comply with all applicable federal, state, and local laws, regulations, and codes.

27. RECORD KEEPING

Construction Manager shall maintain accurate records related to the Project and make them available to Owner upon request.

28. SIGNATURES; COUNTERPARTS

This Contract may be executed in counterparts, each of which shall be deemed an original and all of which constitute one and the same instrument.

OWNER'S SIGNATURE

CONSTRUCTION MANAGER'S SIGNATURE

Signature: _____

Signature: _____

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