

FIXED CONTRACT AMOUNT

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

Between the Owner: **Owner's Name**
Address
Phone Number

And the Contractor: **Contractor's Name**
License Number
Address
Phone Number

For the Project: **Project Name**
Address

Construction Lender: **Construction Lender's**
Address

Clear, Understandable Agreements

UDA Contracts are structured in clear, concise terms that allow all parties involved to fully understand expectations and help avoid potential miscommunications and costly disagreements that can ruin or delay a project.

Specifically written for residential projects, UDA Contracts combine the skills of experienced construction professionals and attorneys to create clearly defined agreements designed to save time, save money and limit liability.

ARTICLE 1. CONTRACT DOCUMENTS

1.1 The contract documents consist of documents, specifications, allowances, finish schedules, and schedules of values prepared prior to execution of this agreement and all changes made by both parties. All documents noted herein shall be deemed to be the contract documents and shall represent the entire agreement between the parties. These written documents represent the entire agreement between the parties.

issued
by
these
or

ARTICLE 2. SCOPE OF WORK

2.1 The Owner agrees to purchase and the Contractor agrees to construct the structure and fixtures attached thereto in **(the city, county, and state)** in accordance with the construction documents, allowances, finish schedules, all specifications set forth in the specification booklet.

Scope of Work

Scope of Work

The "Scope of Work" clause defines the labor and materials included in the contract and references the Construction Documents (Plans) and following attachments included in ConstructionBasics™:

- Allowances
- Finish Schedules
- Change Orders
- Specifications

ARTICLE 3. TIME OF COMPLETION

3.1 The approximate commencement date of the project and the approximate completion date of the project shall be set forth in the contract documents. In the event of inclement weather or owner related delays, the Contractor shall be liable for a penalty of **(amount)** per day if the project is not completed within the contract execution date shall be **(date)**.

ARTICLE 4. THE CONTRACT PRICE

4.1 The purchase price of the project shall be set at the sum of **(written) Dollars, (\$000,000.00)**, subject to additions and deductions pursuant to authorized change orders and allowances. Closing costs shall be paid by the Owner.

Initialed by: Owner ____ Contractor ____

4.2 The Owner and the Contractor acknowledge that the Owner will pay a sum of **(written Dollars, (\$000,000.00))**, upon signing of this contract and before construction begins as a deposit and part of the purchase price of the project.

ARTICLE 5. PROGRESS PAYMENTS

5.1 The Owner will make payments to the Contractor according to the schedule as work required by said schedule is completed. The Contractor shall draw payments to contractor within **(number of days)**. If the Contractor or owner fail to make payment, contractor may suspend work until the unpaid amount until paid.

Progress Payments

The "Progress Payment" clause included in this contract references the Construction Payment Schedule and provides clear requirements for draw requests and keeping payments in line with actual percentage of work complete.

5.2 If payment is not received by the Contractor within the time specified in the payment demand for work satisfactorily completed, the Contractor may terminate the contract at his option. Termination of this contract under this paragraph shall not relieve the Owner of the obligations of payments to Contractor for that part of the work performed prior to such termination.

ARTICLE 6. DUTIES OF THE CONTRACTOR

6.1 All work shall be in accordance to the provisions of the plans and specifications. All materials and equipment incorporated in the project shall be new unless otherwise specified. All systems shall be in good working order.

6.2 All work shall be completed in accordance with all applicable national, state and local building codes and regulations.

Contractor Responsibilities

UDA Contracts specifically define contractor and subcontractor requirements and responsibilities plus provide optional clauses for lien releases concurrent with payments or upon completion.

6.3 All work shall be performed by licensed tradesmen in accordance with applicable law.

6.4 Contractor shall obtain all permits required by applicable laws and regulations.

6.5 Contractor shall remove all construction materials and debris from the project site to a clean condition.

6.6 Contractor shall take all legally required and reasonable safety precautions for the protection and welfare of all employees, subcontractors and others who may be affected on the project.

6.7 Upon satisfactory payment being made for any portion of the work performed, Contractor shall furnish a full and unconditional release from any claim or mechanics' lien for that portion of the work for which payment has been made.

ARTICLE 7. OWNER

7.1 The Owner shall communicate with subcontractors only through the Contractor.

7.2 The Owner will not assume any liability or responsibility, nor have control over or charge of construction means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the project, since these are solely the Contractor's responsibility.

ARTICLE 8. CHANGE ORDERS AND FINISH SCHEDULES

8.1 A Change Order is any change that need to be agreed upon in writing, including when the work will begin and be completed, a done and signed by both parties. 50% of the cost of change, with the final 50% paid upon completion of all change orders and overages in excess of initial change orders shall be taken into consideration.

8.2 Completed Finish Selection Schedules

8.2.1 Schedule #1 within four weeks

8.2.2 Schedule #2 within eight weeks

8.3 Any delays or changes in finish selection

ARTICLE 9. INSURANCE

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

9.2 The Owner will purchase and maintain property insurance to the full and insurable value of the project, in case of a fire, vandalism, malicious mischief or other instances that may occur.

9.3 The Contractor shall purchase and maintain needed [Workman's Compensation and Liability](#) insurance coverage as required by law and deemed necessary for his own protection.

ARTICLE 10. GENERAL PROVISIONS

10.1 If conditions are encountered at the construction site which are subsurface or otherwise concealed physical conditions or unknown physical conditions of an unusual nature, which differ naturally from those ordinarily found to exist and generally recognized as inherent in construction activities, the Owner will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, and/or time required for, performance of any part of the work, will negotiate with the Contractor an equitable adjustment in the contract sum, contract time, or both.

ARTICLE 11. ARBITRATION OF DISPUTES

11.1 Any controversy or claim shall be settled by arbitration administered by the Construction Industry Arbitration Rules, and be entered in any court having jurisdiction there

Change Orders and Finish Schedules

Change Orders

Recording and managing change orders can potentially account for 5 to 10 percent of your construction budget. Each UDA contract includes specific terms for additional costs and time consideration, as well as payment requirements for each change order.

Finish Schedules

UDA construction contracts reference both Exterior and Interior Finish Schedules to provide extensive detail of exact finish materials and selections.

Arbitration

UDA Contracts include optional arbitration clauses for resolving disputes without costly litigation.

Initialed by: Owner ____ Contractor ____

ARTICLE 12. WARRANTY

12.1 At the completion of this project, Contractor shall execute an instrument to Owner warranting the project for **(number of years)** against defects in workmanship or materials utilized. The manufacturers warranty will prevail.

ARTICLE 13. TERMINATION OF THE CONTRACT

13.1 Should the Owner or Contractor fail to carry out this contract, with all of its provisions, the following options and stipulations shall apply:

13.1.1 If the Owner or the Contractor shall default on the contract, the non-defaulting party may declare the contract is in default and proceed against the defaulting party for the recovery of all damages incurred as a result of said breach of contract, including a reasonable attorney's fee. In the case of a defaulting Owner, the Earnest money herein mentioned shall be applied to the legally ascertained damages.

13.1.2 In the event of a default by the Owner or Contractor, the non-defaulting party may state 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 his option the earnest money as shown herein as liquidated damages, should earnest money not cover the expenses to date, the Contractor may make claim to the Owner for all work executed and for proven loss with respect to equipment, materials, tools, construction equipment and machinery, including reasonable overhead, profit and damages applicable to the property less the earnest money.

ARTICLE 14. HOLD HARMLESS WARRANTY

14.1 To the fullest extent permitted by law, Contractor, Subcontractor, and all persons acting under the direction of Contractor, shall defend, hold harmless, indemnify and pay the reasonable attorney's fees of the Owner, Owner's representatives, including attorney's fees arising from such claim, loss, damage or expense to the Contractor, Subcontractor, and all persons acting under the direction of Contractor, liable for, and attributes to bodily injury to tangible property (other than the property of the Contractor) whether or not it is caused in part

14.2 Such obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for an employee or other employee or a contractor or subcontractor under any workers' compensation act, disability benefit act or other employee benefit act.

Protect you and your Family from Liability

UDA ConstructionBasics™ Contracts are designed to protect Homeowners. Included are specialized "Hold Harmless" clauses designed to limit owner liability from Contractors, Subcontractors and others involved in the construction process.

Typical liabilities can include:

- Bodily Injury to Workmen**
- Damage to Equipment**
- Damage to Underground or Overhead Utilities**
- Damage to the Project or Property**
- Damage to Adjacent Property**
- Worker's Disability Compensation**
- Proper Environmental Disposal of Construction related Materials, etc...**

ARTICLE 15. ACCEPTANCE AND OCCUPANCY

15.1 Upon completion, the Contractor shall complete all repairs necessary to comply with the contract.

Peace of Mind and Confidence

15.2 The Owner shall not occupy the building until the Contractor has provided a Certificate of Occupancy.

WITNESS our hand and seal on this _____

Signed in the presence of:

Witness

Contractor Signature

UDA Contracts are designed with ease of use in mind and can be used by following 3 simple steps:

1. Open the contract using your word processing application
2. Modify the contract to meet your specific needs
3. Print the contract directly onto your letterhead

UDA Contracts are provided as Microsoft Word and Works files that can be opened in most word processors and modified in any way to reflect revised, deleted or added text, personalization, varied fonts, types, styles or sizes.

Questions? Call UDA Customer Assistance
1-800-700-8321 M-F, 9-7 EST
www.uniteddesign.com

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