

# FIXED CONTRACT AMOUNT

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

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

Professional Construction Contracts

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

For the Project: **Project Name**  
**Address**

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

This download includes a sample Fixed Contract for new construction, Project Allowances and optional General Conditions.  
C01 Fixed Contract Amount  
CA02 Project Allowances  
CA01 General Conditions

## ARTICLE 1. CONTRACT DOCUMENTS

1.1 The contract documents consist of this agreement, specifications, allowances, finish schedules, construction execution of this agreement and all change orders or modifications. All documents noted herein shall be provided to the Contractor. ~~represent the entire agreement of both parties and supersede~~

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

## ARTICLE 2. SCOPE OF WORK

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

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

## ARTICLE 3. TIME OF COMPLETION

3.1 The approximate completion date is **(date)**. The approximate completion date and/or unusual weather might or owner related delays, the Contractor shall complete the project is not completed within **(number of days)** **(date)**.

Contract Documents & Scope of Work Definitions

The "Scope of Work" clause defines the labor and materials included in the contract by referencing the Construction Documents (Plans) and following attachments included in Construction Office Suites:

## ARTICLE 4. THE CONTRACT PRICE

4.1 The purchase price of the project shall be paid by the Owner.

Allowances - (CA02 Project Allowances)  
Finish Schedules - (CA03 and CA04 Finish Schedules)  
Change Orders - (CA808 and CA09 Change Orders)  
Specifications - (Specifications 2002)

Initialed by: Owner \_\_\_\_\_ Contractor \_\_\_\_\_

Contract  
Project Name

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 pursuant to the attached construction draw schedule as work required by said schedule is satisfactorily completed. Owner shall make draw payments to contractor within **(number of days)** days. If payment is not received within the specified time frame, contractor may

5.2 If payment is not received within the specified time frame, contractor may terminate the contract at his option. Termination shall not relieve the Owner of the obligations of work performed prior to such termination. Termination shall not relieve the Owner of the obligations of work performed prior to such termination.

## ARTICLE 6. DUTIES OF THE CONTRACTOR

6.1 All work shall be in accordance to the contract and shall be in good working order.

6.2 All work shall be completed in a workmanlike manner and shall conform to all applicable national, state and local building codes and

6.3 All work shall be performed by licensed individuals to perform their said work, as outlined by law.

6.4 Contractor shall obtain all permits necessary for the work to be completed.

6.5 Contractor shall remove all construction debris and leave the project in a broom clean condition.

6.6 Upon satisfactory payment being made for any portion of the work performed, Contractor shall furnish a full and unconditional release from any and all claims, damages, and liabilities, which payment has been made

## ARTICLE 7. OWNER

7.1 The Owner shall communicate with subcontractors through the Contractor.

7.2 The Owner will not assume any liability for the Contractor's construction means, methods, techniques, sequences, or safety in connection with the project, since these are so

### Payment Guidelines and Requirements

The "Progress Payment" clause provides clear requirements for timely payments of draw requests, interest for late payments and the right to stop work if payment is not received within a defined number of days.

The Construction Draw Schedule (CA05 Payment Schedule) is referenced as an attachment and defines the exact amount due upon completion of each specific phase of construction.

### Owner Responsibilities

UDA Contracts define and limit owner responsibilities, providing optional clauses to restrict direct owner interaction with subcontractors, a common situation which can lead to misunderstandings and disagreements concerning scope of work and potential change orders.

Initialed by: Owner \_\_\_\_\_ Contractor \_\_\_\_\_



Contract  
Project Name

## ARTICLE 12. ARBITRATION OF DISPUTES

**12.1** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and in the court having jurisdiction.

### Optional Arbitration Clause

## ARTICLE 13. WARRANTY

**13.1** At the completion of this project for (number of years) against warranty will prevail. No legal action contract shall be initiated by either completion of the project or cessation

UDA Contracts include optional arbitration clauses and procedures for resolving potential disputes without the threat of costly or lengthy litigation.

## ARTICLE 14. TERMINATION OF THE CONTRACT

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

**14.1.1** If the Owner or Contractor shall default on the contract, the non-defaulting party may declare the contract is in default and pay damages in the case of legally ascertained damages.

### Ease of Use & Flexibility

**14.1.2** In the event of a Contractor's intention to comply with

**14.1.3** In the case of a Contractor's money as shown herein and date, the Contractor may respect to equipment, materials and reasonable overhead, pro

UDA Contracts and forms are designed as a system of integrated documents engineered to provide expert solutions for Construction Professionals in a wide range of fields. Using UDA Contracts is as simple as 1,2,3.

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

## ARTICLE 15. ATTORNEY FEES

**15.1** In the event of any arbitration contract, the prevailing party shall

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

## ARTICLE 16. ACCEPTANCE

**16.1** Upon completion, the project necessary to comply with the contract

**16.2** The Owner shall not occupy and a Certificate of Occupancy has

**16.3** Occupancy of the project by the Owner in violation of Article 16.2, shall constitute unconditional

Questions? Call UDA Customer Assistance  
1-800-700-8321 M-F, 9-7 EST  
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Initialed by: Owner \_\_\_\_\_ Contractor \_\_\_\_\_

Contract  
Project Name

acceptance of the project and a waiver of any defects or uncompleted work.

WITNESS our hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Owner Signature

### Industry Leaders

UDA clients range from Fortune 100 member Marriott, the world's leading hospitality company, with 21 brands in 60 countries including: Ritz-Carlton, Marriott, Renaissance, Courtyard, Fairfield Inn, Ramada and Residence Inn, to tens of thousands of successful Construction Professionals across North America and 33 countries worldwide.

### Designed to meet your Needs

Initially released in 1994, UDA Construction Office™ has grown into the industry's most widely used collection of Construction and Project Management Tools for Builders, Remodelers, Developers, Architects, Designers, Homeowners, Light Commercial, CM and Design-Build Professionals.

Initialed by: Owner \_\_\_\_\_ Contractor \_\_\_\_\_

# PROJECT ALLOWANCES

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**

**0,000 sq.ft. Finished Interior**  
**000 sq.ft. Finished Basement**  
**000 sq.ft. Garage/Storage**  
**000 sq.ft. Front Exterior Entry**  
**000 sq.ft. Rear Deck or Patio**

**0,000 sq.ft. Total**

## TOTAL BASE PRICE

Lot/Property Costs are Not Included

### BASE PRICE INCLUDES:

Exterior Finish/Veneers  
Foundation Type  
Window Brand and Types  
Roof Shingle Brand and Type  
Type/Material of Fascia and Soffit  
Specific Room Finishes and Mouldings  
Ceiling Heights and Styles  
Other specific items

### Project Allowances

Project Allowances offer a clear summary of the general features and specific subcategory budgets (allowances) included in calculating the contract agreement amount.

The sample shown in this example, (CA02 Project Allowances) is shown configured for typical residential construction and can be easily modified to meet a wide range of project types and specific parameters.

Project Allowances work together with the Contract, General Conditions, Finish Schedules, Draw Schedule and Specifications to provide a fully documented project designed to minimize questions.

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Project Allowances  
Project Name

**Designed to Work Together**

**ALLOWANCES INCLUDED:**

Irrigation	
Landscaping	
Site Work	
Concrete Drives and Walks (0,000 SF)	
Exterior Doors	
Exterior Windows	
Appliances	
Plumbing Fixtures	
Electrical Fixtures	
Kitchen and Bathroom Cabinetry	
Interior/Exterior Cabinetry	
Carpet/Vinyl (approx. \$00.00/yd Installed)	
Ceramic Tile (approx. \$00.00/ft Installed)	
Fireplace Units (\$0,000.00 each)	
Fireplace Trim/Mantel (\$000.00 each)	
Hardwood Floors (list areas)	\$ 0,000.00
Brick Entry Steps	\$ 0,000.00
Closet Hardware	\$ 0,000.00
Electronic Garage Door with 2 Remotes	\$ 0,000.00
Interior/Exterior Door Hardware	\$ 0,000.00
Mirrors	\$ 0,000.00
Shower Doors	\$ 0,000.00
Lumber (to include:)	\$ 0,000.00
framing (floors, walls, ceilings, stairs and roof)	
fascia and soffit	
plywood decking	
sheathing	
nails and glue	
Additional Allowances	\$ 0,000.00

UDA designs contracts, forms and specifications structured to work together and provide clear expectations for contractors, owners, subcontractors and suppliers.

We are in business to make our customers successful. This is our fundamental philosophy. Explore our website to learn more about how leading organizations are using UDA Tools to increase revenue, customer satisfaction and productivity.

**OPTIONAL CONTRACT ADDITIONS:**

Optional Foundation Type	\$ 0,000.00
Additional Cabinetry	\$ 0,000.00
Septic Tank	\$ 0,000.00
Skylights	\$ 0,000.00
Optional Floor Finishes	\$ 0,000.00
Additional Concrete Drives and Walks	\$ 0,000.00
Central Vacuum System	\$ 0,000.00
Security System	\$ 0,000.00
Additional Additions	\$ 0,000.00

**Initialed by:** Owner \_\_\_\_\_ Contractor \_\_\_\_\_

# GENERAL CONDITIONS

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**

## ARTICLE 1. CONTRACT DOCUMENTS

**1.1** The contract documents, including specifications, allowances, and schedules, shall be read in conjunction with the General Conditions Add Definition and Detail. The intent of the Contract Documents is to complete the work by the Contractor. Any amendments or modifications required by one shall be as binding as if required by the other, but only to the extent consistent with the Contract Documents necessary to produce the intended results.

**1.2** The Contract Documents shall not be modified by (1) between the architect and contractor, (2) between the architect and owner, or (3) between any persons or entities other than the Contractor.

**1.3** The term "work" means the construction, whether completed or partially completed, and the materials to be provided or to be provided by Contractor. The Contract Documents constitute the whole or a part of the project.

**1.4** The drawings, specifications and other documents shall not become property of the Contractor upon commencement. Drawings, specifications and other documents by the owner on other projects, for additional work under this contract, for completion of this project by other means, shall be the property of the owner without compensation.

**1.5** Submission or distribution of documents for any purposes in connection with the project is the responsibility of the contractor's common law copyrights or other intellectual property documents nor the copyrights.

### General Conditions Add Definition and Detail

"General Conditions" (CA01 General Conditions) are what many consider the "fine print" of an agreement and are included as an optional attachment/addenda to any of the following contracts.

- C01 Fixed Contract Amount
- C02 Cost Plus Contract - Percentage
- C03 Cost Plus Contract - Fixed Fee
- R01 Remodeling Contract - Fixed Contract
- R02 Remodeling Cost Plus - Percentage
- R03 Remodeling Cost Plus - Fixed Fee
- R04 General Renovation - Fixed Amount
- R05 General Renovation - Cost Plus Fee
- R06 General Renovation - Cost Plus Percentage
- DB01 Design-Build Fixed Contract
- DB02 Design-Build Cost Plus Percentage
- DB03 Design-Build Cost Plus Fee
- CM01 Construction Management - Fixed Fee
- CM02 Construction Management - Cost Plus

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Initialed by: Owner \_\_\_\_\_ Contractor \_\_\_\_\_

General Conditions  
Project Name

## **ARTICLE 2. OWNER**

- 2.1** The Owner shall furnish all necessary surveys and a legal description of the site.
- 2.2** Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for all necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.
- 2.4** If the Owner observes or otherwise becomes aware of a fault or defect in the work or any nonconformity with the design or Construction Documents, the Owner shall give prompt written notice to the Contractor.
- 2.5** The Owner shall furnish required information and services and shall promptly render decisions pertaining there to avoid delay in the orderly progress of the design and construction.
- 2.6** The Owner shall, at the request of the Contractor, provide a certified or notarized statement of funds available for the project and their source.
- 2.7** The Owner shall communicate with the subcontractors only through the Contractor.
- 2.8** The Owner will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor's responsibility.
- 2.9** The Owner will chose all finish selections, fixtures and equipment to be in budget with the allowances. Any overage or under will be calculated at the completion of the project. The allowances will include material, shipping and where noted installation costs.

## **ARTICLE 3. CONTRACTOR**

- 3.1** The Contractor shall supervise and direct the work, using the Contractor's best skills and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.
- 3.2** Unless Contract Documents give other specific instructions concerning these matters, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work.
- 3.3** The Contractor shall enforce strict discipline and good order among the contractor's employees and other persons carrying out the contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 3.4** The Contractor warrants to the owner that materials and equipment furnished under this contractor will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the work will be free from defects not inherent in the quality required or permitted and that the work will conform with the requirements of the Contract Documents. Work not conforming to

**Initialed by:** Owner \_\_\_\_\_ Contractor \_\_\_\_\_

General Conditions  
Project Name

these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modification not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**3.5** Unless otherwise provided in the Contract Documents, the Contractor shall pay sales, consumer, use and other similar taxes which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely schedules to go into effect, and shall secure and pay for the building permit and other permits and Governmental fees, licenses and inspections necessary for proper execution and completion of the work.

**3.6** The Contractor shall comply with and give notices required by laws, ordinances, rules and regulations, and lawful orders of public authorities bearing on performance of the work. The Contractor shall promptly notify the Owner if the drawings and specification are observed by the contractor to be at a variance therewith.

**3.7** The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons performing portions of the work under a contract with the Contractor.

**3.8** Design services shall be performed by a qualified professional selected and paid by the Owner. The professional obligations of such persons shall be undertaken and performed in the interest of the Contractor. Construction services shall be performed by qualified subcontractors and suppliers, selected and paid by the Contractor. There shall be no professional obligation or contractual relationship between such persons and the Owner.

**3.9** The Contractor shall keep the Owner informed of the progress and quality of the work.

#### **ARTICLE 4. RELATIONSHIP OF BOTH PARTIES**

**4.1** The Contractor accepts the relationship of trust and confidence established by this agreement and covenants with the Owner to cooperate with the Owner and utilize the Contractor's best skill, efforts and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials, and to perform the work in the best way and most expeditious and economical manner consistent with the interests of the Owner. The Owner agrees to exercise best efforts to enable the Contractor to perform the work in the best way and most expeditious manner by furnishing and approving in a timely way information required by the Contractor and making payments to the Contractor in accordance with the requirements of the Contract Documents.

#### **ARTICLE 5. UNKNOWN CONDITIONS**

**5.1** If conditions are encountered at the site which are:

(1) Subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents

(2) Unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the construction documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after the first observance

**Initialed by:** Owner \_\_\_\_\_ Contractor \_\_\_\_\_

General Conditions  
Project Name

of the conditions. The Owner will promptly investigate such conditions and will negotiate with the Contractor an equitable adjustment in the contract sum, contract time or both.

**5.2** If the Contractor wished to make claim for an increase in the contract sum, written notice as provided herein shall be given to the Owner before proceeding to execute the work. Prior notice is not required for claims relating to an emergency endangering life or property. If the Contractor believes additional cost is involved for reasons including but not limited to:

- (1) A written interpretation from the Owner
- (2) An order by the Owner to stop the work where the Contractor was not at fault
- (3) A written order for a change in the work issued by the Owner
- (4) Failure of payment by the Owner
- (5) Termination of the Contract by the Owner
- (6) Owner's suspension
- (7) Other reasonable grounds, claims shall be filed in accordance with the procedures established herein.

**5.3** If the Contractor wishes to make claim for an increase in the contract time, written notice as provided herein shall be given. The Contractor's claims shall include an estimate of cost and of probable effect of delay on progress of the work. In the case of a continuing delay, only one claim is necessary.

**5.4** If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions has an adverse effect on the scheduled construction.

**5.5** If either party to the contract suffers injury or damage to person or property because of an act or omission of the other party, any of the other party's employee's or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether insured or not, shall be given to the other party within a reasonable time not exceeding 21 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a claim for additional cost or time related to this claim is to be asserted, it shall be filed as provided in subparagraphs 5.2 and 5.3.

## **ARTICLE 6. CHANGES IN THE WORK**

**6.1** A Change Order is a written order signed by the Owner and the Contractor, and issued after execution of the contract, authorizing a change in the work or adjustment in the contract sum or contract time. The contract sum and time can only be modified by a change order.

**6.2** The Owner without invalidating the contract may order changes in the work within the general scope of the original contract consisting of additions, deletions or other revisions and the contract sum and contract time shall be adjusted accordingly. Such changes in the work shall be authorized by a change order, and shall be performed under applicable conditions of the contract documents.

**6.3** If the Owner requests the Contractor to submit a proposal for a change in the work and then elects not to proceed with the change, a change order shall be issued to reimburse the Contractor for any costs incurred for design services, bid preparation or proposed revisions to the contract documents, with the addition of a change in time.

**6.4** The Contractor shall be compensated for changes in the work necessitated by the enactment or revisions or codes, laws or regulations subsequent to the submission of the Contractor's proposal.

**Initialed by:** Owner \_\_\_\_\_ Contractor \_\_\_\_\_

General Conditions  
Project Name

## **ARTICLE 7. TIME**

**7.1** Time Limits stated in the contract documents are of the essence of the contract. By executing the agreement the Contractor confirms that the contract time is a reasonable period for performing the work.

**7.2** If the Contractor is delayed at any time in the progress of the work by changes ordered in the work, by labor disputes, fire, unusually delays in deliveries, abnormal adverse weather conditions not reasonable anticipated, unavoidable events or any causes beyond the Contractors control, or by other causes which the owner or the Contractor determine may justify a delay, then the contract time shall be extended by change order for such reasonable time as the Owner and the Contractor may negotiate.

**7.3** The date of substantial completion of the work, or the portion thereof is the date certified by the Contractor when construction is sufficiently complete, in accordance with the contract documents, so the Owner can occupy or utilize the work or designated portion thereof for the use for which it is intended, as expressed in the contract documents.

## **ARTICLE 8. CORRECTION OF WORK**

**8.1** The Contractor shall promptly correct work failing to conform to the contract documents, whether observed before or after substantial completion and whether or not fabricated, installed or completed and shall correct work found not to be in accordance with the requirements of the contract documents within a period of one year form the date of substantial completion of the contract or by terms of an applicable special warranty required by the contract documents. The provisions of this article apply to work done by subcontractors as well as to work done by direct employees of the Contractor.

**8.2** The Contractor shall complete the construction of the project to the dimensions of the construction documents, however there could be a **variance in the field of up to 6"**, based on site conditions, materials used, or other encumbrances not known.

## **ARTICLE 9. TERMINATION OF THE CONTRACT**

**9.1** If the Owner fails to schedule a "Closing" with the Contractor on the work, for a period of 14 days after the certificate of substantial completion has been issued, through no fault of the Contractor, the Contractor may, upon 7 additional days written notice to the Owner, terminate the contract and recover from the owner payment for all work executed and for proven loss with respect to equipment, materials, tools and construction equipment and machinery, including reasonable overhead, profit and damages applicable to the project.

**Initialed by:** Owner \_\_\_\_\_ Contractor \_\_\_\_\_

General Conditions  
Project Name

**ARTICLE 10. ACCEPTANCE**

By execution of this document, I agree to have read and fully understand all statements and implications of this document. I agree to explicitly abide by and follow the above conditions as listed in this agreement.

**CONTRACTOR'S COMPANY NAME**

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

**Initialed by:** Owner \_\_\_\_ Contractor \_\_\_\_