

OWNER-CONSTRUCTION MANAGER CONTRACT

This Owner-Construction Manager Contract dated _____ is made by and between _____, referred to as the "Owner(s)", and _____, who is referred to as the "Construction Manager."

The Owner(s) address(es) _____

The Owner(s) Telephone number(s) _____

The Construction Manager's business address _____

The Construction Manager's Telephone number _____

The Construction Manager is licensed (or registered) in _____ (state), license (reg.)# _____

The Owner is possessed of a parcel of real estate, located at the following address _____

more particularly described as: _____

(legal description).

This parcel will be referred as the "Premises" in this Contract. The Owner(s) is contemplating construction of a single-family residence (Home) upon the Premises, and will serve as the general contractor for the purposes of construction. The Construction Manager, who is a licensed contractor, is hereby engaged as an independent contractor to assist the Owner(s) in the course of construction as follows:

1. CONSTRUCTION MANAGER SERVICES

- a. The Construction Manager will use his best efforts to direct and coordinate the home construction project within the budget limitations of the Owner(s) and will provide construction advice and guidance upon the Owner(s)' request.
- b. The Construction Manager will procure bids for all labor, specified materials, components, fixtures, and other necessary services for submission to and approval by the Owner(s).
- c. Following the Owner(s)' approval, the Construction Manager will negotiate subcontract terms and conditions on behalf of the Owner(s), and will order specified materials, components, fixtures, and services.
- d. The Construction Manager will obtain and verify construction license information and certificates of insurance from all Subcontractors.
- e. The Construction Manager will coordinate the work of subcontractors, the delivery of materials by suppliers, and the furnishing of other necessary services to facilitate the orderly progress of construction.
- f. The Construction Manager will inspect the work of subcontractors and the quality of materials and will have the authority on behalf of the Owner(s) to reject deficient workmanship or materials, and to direct replacement or repair. In addition, the Construction Manager shall procure on behalf of the Owner(s) all necessary building inspections by the Authority Having Jurisdiction (AHJ).

g. The Construction Manager will process and pay all subcontractor or supplier invoices from funds made available from the construction lender, or otherwise made available by the Owner(s) and will maintain records of all such expenditures for accounting purposes. Upon request, the Construction Manager shall obtain mechanics lien waivers from paid subcontractors and suppliers and shall furnish these waivers to the Owner(s), or the Owner(s)' lender.

h. The Construction Manager will provide the following additional services:

i. The Construction Manager shall not be responsible for the means, methods, techniques, sequences and procedures employed by the subcontractors in the performance of the contract and shall not be responsible for the failure of the subcontractors to carry out the work in accordance with the contracts.

2. RESPONSIBILITIES OF THE OWNER(S)

a. The Owner(s) shall be responsible for the furnishing of the plans and specifications for construction, and the construction budget.

b. The Owner shall be responsible for obtaining all necessary permits and approvals for construction and/or design.

c. The Owner(s) shall be responsible for payment of all utility connection fees and charges, and all governmental impact fees, exactions and assessments that may be incurred in the course of construction.

d. The Owner(s) shall disclose to the Construction Manager all deed restrictions, subdivision covenants, easements or other encumbrances affecting the Premises, and shall supply the Construction Manager with a lot survey depicting applicable setback lines.

e. The Owner(s) shall promptly furnish all necessary approvals, and shall sign contracts for labor, materials, or services, as may be required to facilitate the progress of construction.

f. The Owner(s) shall furnish all construction funding, or shall obtain appropriate financing, and shall promptly approve and/or supply funds for all invoiced costs and expenses for payment by the Construction Manager. The Construction Manager shall not be held responsible for any such payments, and the Owner(s) shall indemnify, defend and hold the Construction Manager harmless from any such responsibility.

g. The Owner(s) shall have the following additional responsibilities:
