

Construction Management Contract

This **Construction Management Contract** ("**Contract**") is entered into as of _____ ("**Effective Date**"), by and between the following parties:

Construction Manager

Client

The Client and the Construction Manager may be referred to individually as a "**Party**" and collectively as the "**Parties**".

1. Purpose of the Contract

The purpose of this Contract is to define the terms under which the Construction Manager will provide construction management services for the project described in this Contract. The Construction Manager shall act as the Client's representative in coordinating, administering, and overseeing the Project in accordance with the terms set out below.

2. Description of the Project

The project subject to this Contract ("**Project**") is described as follows:

Project Name:

Project Location:

General Scope:

The Construction Manager agrees to perform services necessary for the planning, coordination, and execution of the Project.

3. Scope of Services

The Construction Manager shall provide professional construction management services, which may include:

- Pre-construction planning, including budgeting, scheduling, and feasibility analysis
- Coordination with architects, engineers, consultants, and contractors
- Procurement assistance and contractor selection support
- Monitoring construction progress, quality, and compliance with plans and specifications
- Cost control and reporting
- Schedule management and progress tracking
- Site inspections and coordination meetings
- Review and processing of change orders, invoices, and project documentation
- Ensuring adherence to applicable safety standards and regulatory requirements

The Construction Manager shall perform these services with reasonable care, skill, and diligence consistent with generally accepted industry standards.

4. Responsibilities of the Client

The Client shall:

- Provide accurate and timely information necessary for the Project
- Appoint a representative authorized to make decisions on behalf of the Client
- Review and approve plans, budgets, schedules, and reports within a reasonable timeframe
- Ensure timely payment of fees and project-related costs
- Engage and contract directly with contractors and suppliers unless otherwise agreed

The Client acknowledges that the Construction Manager does not guarantee project completion within a fixed cost or schedule unless explicitly stated.

5. Compensation and Payment Terms

In consideration for the services provided, the Client shall compensate the Construction Manager as follows:

Description of Fee	Amount/Rate	Payment Terms
Management Fee		
Reimbursable Expenses		
Additional Services		

Payments shall be made within _____ days from receipt of a valid invoice. Late payments may result in suspension of services upon written notice.

6. Project Schedule

The anticipated schedule for the Project is as follows:

Start Date:

Estimated Completion Date:

The Construction Manager shall monitor the schedule and notify the Client of any anticipated delays. The Construction Manager is not responsible for delays caused by factors outside its reasonable control.

7. Change Management

Any changes to the scope, schedule, or budget of the Project shall be documented in writing and approved by the Client before implementation. The Construction Manager shall assist in evaluating the impact of proposed changes on cost and timeline.

8. Standard of Care

The Construction Manager shall perform its duties with the level of care and skill ordinarily exercised by professionals providing similar services under similar conditions. No warranty or guarantee of specific outcomes is provided.

9. Independent Contractor Status

The Construction Manager is engaged as an independent contractor. Nothing in this Contract shall be construed as creating an employment relationship, partnership, or joint venture between the Parties.

10. Insurance

The Construction Manager shall maintain appropriate insurance coverage, including but not limited to:

- General liability insurance
- Professional liability insurance (if applicable)
- Workers' compensation insurance as required by law

Proof of insurance shall be provided to the Client upon request.

11. Confidentiality

Each Party agrees to keep confidential any non-public, proprietary, or sensitive information received from the other Party in connection with the Project and to use such information solely for purposes related to this Contract.

12. Term and Termination

This Contract shall commence on the Effective Date and continue until completion of the Project, unless terminated earlier.

Either Party may terminate this Contract:

- For cause, if the other Party materially breaches its obligations and fails to cure such breach within a reasonable period after receiving written notice
- Without cause, by providing _____ days' written notice to the other Party

Upon termination:

- The Construction Manager shall be compensated for services performed up to the termination date
- The Construction Manager shall deliver all relevant Project documents to the Client
- Any outstanding payments shall become due in accordance with the Compensation clause

13. Limitation of Responsibility

The Construction Manager shall not be responsible for the acts, omissions, or performance of contractors, subcontractors, or third parties engaged in the Project. The Construction Manager's role is advisory and managerial in nature unless otherwise expressly agreed.

14. Governing Law and Dispute Resolution

This Contract shall be governed by and interpreted in accordance with the laws of _____.

Any dispute arising out of or in connection with this Contract shall first be addressed through good faith negotiations between the Parties. If unresolved, the dispute may be submitted to mediation or other agreed dispute resolution mechanisms before pursuing legal action.

15. Amendments

This Contract may be amended only by a written agreement signed by both Parties.

16. Entire Agreement

This Contract constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior discussions, negotiations, or agreements.

17. Signatures

IN WITNESS WHEREOF, the Parties have executed this Construction Management Contract as of the Effective Date written above.

Construction Manager

Client

Name

Name

Date

Date

Signature

Signature



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