

**CONSTRUCTION MANAGER-TRADE CONTRACTOR AGREEMENT**

*Construction Management Standard Form of Agreement*

*Between*

*Trade Contractor & A/CM as Owners Representative*

This Trade Contractor Agreement dated this \_\_\_ day of \_\_\_ of 20\_\_ is entered into between the Architect/Construction Manager of \_\_\_\_\_ (Faulk Architects+Construction Managers or A/CM) 306 E. Main St., Suite 101, Round Rock, Texas 78664 and \_\_\_\_\_ (“\_\_\_\_\_” or the “Trade Contractor”), \_\_\_\_\_ (each, a “Party” and collectively, the “Parties”), for performance of construction services on the following Project:

The Project: \_\_\_\_\_

Located at: \_\_\_\_\_

In consideration of the mutual promises herein, the Parties hereby agree as follows:

**I. THE CONTRACT DOCUMENTS**

The contract Documents consist of this Agreement and any Attachments and Exhibits attached hereto, General Conditions of the Contract, Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Change Orders and written Modifications issued subsequent thereto. The foregoing documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or fully stated herein.

Unless otherwise specified, definitions set forth in the General Conditions apply to all other Contract Documents. In the event of any conflict between any of the Contract Documents, the following order of priority shall govern the interpretation of the Contract Documents: Change Orders, this Agreement (Including P.O.), General Conditions, Addendum, Drawings, Specifications and Written Modification. Where specific Contract Documents modify other portions of Contract Documents, such modifications shall govern.

**II. THE WORK**

The Trade Contractor shall perform all of the Work for the Project as set forth herein. The Work included in this Agreement consists of all labor, material, equipment, supplies, and supervision to complete the \_\_\_\_\_ Work described in the Construction Documents and described herein. It is intended that this Agreement with any future Amendments include the \_\_\_\_\_ Work for the entire Project.

The parties incorporate by reference as part of this Agreement the document(s) listed below:

1. Faulk Architects + Construction Managers Request for Bids \_\_\_\_\_, dated \_\_\_\_\_.
2. Trade Contractor’s Bid, dated \_\_\_\_\_.
3. Purchase Order # \_\_\_\_\_

In the event that any of the terms of the document(s) conflict with this Agreement, the Contract Documents are controlling in the following sequence: (1) this Agreement, (2) Faulk A/CM Request for Bids, (3) the Trade Contractor’s Bid response.

**III. COMMENCEMENT AND COMPLETION**

The Work stated under this Agreement shall commence and shall be completed in accordance with the Start and Finish dates as indicated in the Project Construction Schedule issued by the Construction Manager.

**IV. CONTRACT SUM**

The Owner shall pay the Trade Contractor for the contracted work, subject to additions or deductions authorized in writing by the Owner & A/CM, the Contract Sum of (including all applicable taxes) \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).

**V. LIQUIDATED DAMAGES**

In the event the Trade Contractor does not achieve Substantial Completion within the Contract Time, including approved extensions, the Trade Contractor shall pay the Owner, as liquidated damages and not as a penalty, the sum of \$350.00 per each consecutive calendar day that the performance exceeds the authorized Contract Time. This sum is agreed upon as a reasonable and proper measure of damages which the Owner will sustain per day by failure of the Trade Contractor to complete the Work within the time stipulated; it being recognized by the Owner and the Trade Contractor that the injury to the Owner, including the lost use of the facilities, the disruption to the Owner's business processes, and the extended administrative resources, which could result from a failure of the Trade Contractor to complete on schedule, is uncertain and cannot be computed exactly.

At the sole option of Owner, the Owner may elect liquidated damages or may elect any other legal remedy available to the Owner in the event of default by the Trade Contractor.

**VI. INSURANCE**

Prior to commencement of the Work, the Trade Contractor shall provide satisfactory proof of required insurance as required by the General Conditions. The Owner and Architect/Construction Manager must be added to Trade Contractor's general liability policy by endorsement as "additional insured" per ISO form CG2010 11/85 or its equivalent.

**VII. NOTICES**

All notices, consents, waivers, or other communications that are required or permitted hereunder are sufficient if given in writing and delivered personally or by sending a copy thereof by first-class or express mail, postage prepaid; courier service, charges prepaid; or by facsimile transmission (followed by the original) to the address (or to the facsimile or telephone number) listed below (or to such other addressee or address as set forth in a notice given in the same manner):

To Faulk Architects + Construction Managers  
A/CM. 306 East Main Street, Suite 101  
Round Rock, Texas 78664

To the \_\_\_\_\_  
Trade \_\_\_\_\_  
Contract \_\_\_\_\_

or:

**VIII. PAYMENTS**

Based upon applications for payment submitted to the A/CM by the Trade Contractor, the Owner shall make progress payments on account of the Contract Sum to the Trade Contractor as provided in the General Conditions of the Contract for Construction as follows:

Payment shall occur on or about the 1<sup>st</sup> and 15th day of each month, ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work, and properly allocable to materials and equipment suitable stored at the site or at some other location agreed upon in writing by the date on which the application for payment is submitted, less the aggregate of previous payments made by the Owner. No progress payment shall be due to Contractor until the Owner and A/CM have approved the payment.

Final payment, constituting the entire balance of the Contract Sum, shall be paid by the Owner to the Trade Contractor within thirty (30) days after Substantial Completion, provided the Work has then been completed, the Contract fully performed.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the commencement of the term.

**ARCHITECT/CONSTRUCTION MANAGER**

**TRADE CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

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Title

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