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CMAA Document CMAR-2

**Standard Form of Contract Between  
CONSTRUCTION MANAGER AND CONTRACTOR**

**2004 EDITION**

This document is to be used in connection with CMAA Standard Form of Agreement Between Owner and Construction Manager (CMAA Document CMAR-1), CMAA General Conditions of the Construction Contract (CMAA Document CMAR-3), CMAA Standard Form of Agreement Between Owner and Designer (CMAA Document CMAR-4), all being 2004 editions.

**CONSULTATION WITH AN ATTORNEY IS RECOMMENDED WHENEVER THIS DOCUMENT IS USED.**

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AGREEMENT

Made this \_\_\_\_\_ day of \_\_\_\_\_ in the year of Two Thousand and \_\_\_\_\_

BETWEEN the Construction Manager (hereinafter referred to as the "CM"):

and the Contractor:

For services in connection with the Project known as:

hereinafter called the "Project," as further described in Article 1.

Owner:

Address:

Designer:

Address:

Performance Bond and Payment Bond:

Amount, Surety Company and Address:

Total Contract Price:

Retainage Provisions:

The Contractor and CM, in consideration of their mutual covenants herein, agree as set forth below:

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**ARTICLE 1  
THE WORK**

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1.1 Having carefully examined all bidding and Contract Documents including the invitation for bids, instructions to bidders, General Conditions of the Contract, Supplemental Conditions, if any, and having carefully inspected the partially completed work or structure, if applicable, and all other premises and conditions affecting the Project, the Contractor agrees to furnish all labor, materials, tools, equipment, supervision and services necessary to prosecute and complete in all respects and in a timely manner the Work identified and described in Exhibit "A" attached hereto (the "Work") that is a portion of the work required for construction of the Project. The Work shall be performed by the Contractor in a good workmanlike manner strictly in accordance with the Contract Documents that are listed in Exhibit "B". Contractor shall carry insurance as set out in Exhibit "D".

1.2 The Project name and locations are as follows:

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1.3 The Project is intended for use as:

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**ARTICLE 2  
PRICE**

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2.1 Subject to all of the other provisions of the Contract Documents, the CM shall pay to Contractor for the due and full performance of the Work the price of \$\_\_\_\_\_dollars (\$\_\_\_\_\_) the ("contract price") except that if all or a portion of the Work is to be performed on a unit price basis, then the contract price set

forth above shall be deemed an estimated total price for the Work and the actual contract price shall be computed in accordance with the lump sum prices, if any, and the unit prices set forth in Exhibit "C", based on actual quantities. Payment to Contractor shall be made directly from the CM. Any and all payments to the CM by the Owner for the Work performed is a condition precedent to the CM's obligation for payment to the Contractor.

**ARTICLE 3  
EXTRA WORK**

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3.1 Written change orders made in accordance with the provisions of the General Conditions that involve extra work by Contractor, that is, additions or alterations to the Work originally provided for in the Contract Documents, shall be paid for or credit given as provided in the General Conditions and shall be signed by the CM and Contractor as required by the Contract Documents.

**ARTICLE 4  
PERFORMANCE AND PAYMENT BONDS**

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4.1 If requested by the CM, the Contractor shall furnish performance and labor and material payment bonds for one hundred (100) percent of the cost of its Work, in form and with sureties satisfactory to the CM.

**ARTICLE 5  
SUBCONTRACTORS**

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5.1 Subcontractors may be employed by Contractor only after receiving specific written consent from the CM and in accordance with the General Conditions. Except to the extent waived by the CM, all subcontractors shall carry the insurance set out in Schedule "D" and shall agree to comply with and be bound by the General Conditions and Contract Documents.

**ARTICLE 6  
NOTICES**

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6.1 Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended or if delivered or sent by registered or certified mail, postage prepaid, addressed as follows:

To the CM:

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To the Contractor:

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**ARTICLE 7  
TIME OF PERFORMANCE**

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7.1 Completion of the Work and its several parts within the allotted time is of the essence of this Contract. Therefore, the Contractor agrees:

- a. To begin the Work upon the CM's notice to proceed and to complete the Work for final acceptance within \_\_\_\_\_ calendar days from the notice to proceed. The CM does not warrant that the Work can be completed within such time and the Contractor assumes the risk of performing within the specified time (here insert provisions for liquidated damages, if any). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

- b. To prepare and submit to the CM a schedule for the Work in compliance with the requirements of the Contract Documents. The CM makes no representation or warranty that the site shall be available to the Contractor nor that the Contractor shall be able to commence, prosecute or complete the Work in accordance with the approved schedule or that other contractors shall perform on schedule;
- c. To modify the approved schedule or any part thereof in terms of order, sequence or duration in compliance with the Contract Documents and to promote the timely prosecution of the entire Project;
- d. To execute such portions of the Work as may be required to enable others promptly to engage in and carry on their work in a timely manner when so ordered and directed by the CM. The Contractor understands that it and its subcontractors may be required to work in congested areas or in a sequence not originally contemplated; and
- e. To furnish sufficient forces, supervision, equipment and materials in compliance with the Contract Documents:

**ARTICLE 8  
GENERAL**

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8.1 GENERAL: The Contractor affirms, by signature to this Contract, that it has examined all Contract Documents.

(Remainder of the page is intentionally left blank.)

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IN WITNESS WHEREOF, the parties have duly executed this Contract as of the date set forth on page 1 hereof.

ATTEST:

Construction Manager

Witness: \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

Contractor

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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EXHIBIT "A"

WORK

The Work shall consist of:

Furnish all labor, materials, tools, equipment, supplies, services, supervision and performing all operations required to install

\_\_\_\_\_ as shown on the

drawings and specified herein. The Work includes, but is not limited to, the following items:

Construction Manager Initial: \_\_\_\_\_  
Date: \_\_\_\_\_  
Contractor Initial: \_\_\_\_\_  
Date: \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

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EXHIBIT "B"

CONTRACT DOCUMENTS

The Contract Documents shall consist of this Contract, all addenda, and change orders issued in accordance with the General Conditions and the following documents:

1. Instruction to Bidders.
  
2. General Conditions of the Contract which unless specified otherwise shall be the General Conditions of the Construction Contract (Construction Manager-Contractor Contract), CMAA Document CMAR-3, 2004 edition.
  
3. Supplemental Conditions listed herein:
  
  
  
  
  
4. Drawings listed herein:
  
  
  
  
  
5. Specifications listed herein:
  
  
  
  
  
6. Other:

Construction Manager Initial: \_\_\_\_\_  
Date: \_\_\_\_\_  
Contractor Initial: \_\_\_\_\_  
Date: \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

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EXHIBIT "C"

UNIT PRICES

(For use if contract price is to be computed wholly or partially on a unit price basis)

Prices for additions to or deductions from quantities of work complete in place shall be computed in accordance with the following unit prices that shall include all direct and indirect costs, overhead, profit, supervision, shop drawings, testing, incidental costs and all taxes. It is understood that these unit prices represent the total cost to the CM for additions to or deductions from the contract price at any time during the Work.

ITEM

UNIT PRICE

Performance and Payment Bond:  
Total Contract Price:

\$ \_\_\_\_\_

Construction Manager Initial: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor Initial: \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_



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EXHIBIT "D"

INSURANCE REQUIREMENTS

Prior to the commencement of any of the Work, Contractor, at its own expense, shall obtain and maintain the insurance required in Article 10 of the General Conditions of the Construction Contract [CMAA Document CMAR-3, 2004 edition], and as required below:

1.1 Commercial general liability insurance covering the work with minimum limits of:

Bodily injury	Property damage
\$ _____ each occurrence	\$ _____ each occurrence
\$ _____ aggregate	\$ _____ aggregate

1.2 Worker's Compensation and employer's liability insurance:

1.2.1 Statutory Workers' Compensation covering each and every worker employed in connection with the Work as provided in the statutes applicable to the Work.

1.2.2 Employer's liability insurance with minimum limits of \$ \_\_\_\_\_ .

1.3 Commercial motor vehicle liability insurance with minimum limits of:

Bodily injury	Property damage
\$ _____ each person	\$ _____ each accident
\$ _____ each accident	

This insurance shall cover all owned, non-owned or hired motor vehicles to be used in furtherance of the Work.

1.4 Additional coverages, if any, shall be provided as follows:

Construction Manager Initial: \_\_\_\_\_  
Date: \_\_\_\_\_  
Contractor Initial: \_\_\_\_\_  
Date: \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

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EXHIBIT "D"

1.5 Certificates of insurance, in duplicate, indicating the Project and evidencing all required coverage must be submitted to and approved by Owner prior to the commencement of any of the Work.

1.6 All policies shall expressly require thirty (30) days written notice to Owner and CM of the cancellation or material alteration of such policy and the certificates of insurance shall so provide.

1.7 Contractor shall secure, pay for and maintain whatever fire or extended coverage or other property insurance it may deem necessary for protection against loss of owned or rented capital equipment, facilities and tools, including any tools owned by mechanics and any tools, equipment, scaffolds, bracings, stagings, towers, forms and similar items owned or rented by it or its subcontractors. Owner shall have no liability with respect to such equipment, facilities and tools. The requirement to secure and maintain the above insurance is solely for the benefit of Contractor. Failure of Contractor to secure such insurance or to maintain adequate levels of coverage shall not obligate Owner, its agents or employees for any losses of owned or rented equipment. If Contractor secures such insurance, the insurance policy shall include a waiver of subrogation as follows:

"It is agreed that in no event shall this insurance company have any right of recovery against Owner or its agents."

1.8 The following other provisions shall apply to the insurance requirements:

Construction Manager Initial: \_\_\_\_\_  
Date: \_\_\_\_\_  
Contractor Initial: \_\_\_\_\_  
Date: \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

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EXHIBIT "E"

The following additions, deletions and modifications are made a part of this Contract by reference and are listed as follows:

Construction Manager Initial: \_\_\_\_\_  
Date: \_\_\_\_\_  
Contractor Initial: \_\_\_\_\_  
Date: \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

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