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# DESIGN SERVICES CONTRACT

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

Between the Owner:

**Contact Primary Full Address  
Contact Primary Telephone**

And the Designer/Architect:

**Company Full Address  
Company License Number  
Company Phone**

For the Project:

**Project Primary Full Address**

## ARTICLE 1. SCHEMATIC DESIGN

- 1.1. The Schematic Design phase shall begin with an Initial Meeting. During this meeting, the **designer/architect** and the owner shall discuss the programmatic and design parameters for the project.
- 1.2. Based upon the mutually agreed upon program and layout established at the Initial Meeting, the **designer/architect** shall prepare a set of schematic design documents for review by the owner. These documents shall include basic floor plans, elevations, as well as any specific information requested by the owner. The **designer/architect** in the Initial Meeting. **These are usually hand-drawn or computer-generated overall layout, room sizes and adjacencies.**

## ARTICLE 2. DESIGN DEVELOPMENT PHASES

- 2.1. The Design Development phase shall consist of **(number)** Review Meeting(s) and receipt of schematic plans for review. All design meetings and/or revisions shall be considered Additional Services.
- 2.2. At the first Design Development Review Meeting the owner and **designer/architect** shall review the drawings and discuss changes, options, questions or concerns that the owner may have regarding the design. The **designer/architect** will then prepare documents showing the modified floor plans, elevations and electrical details and approval at the final Design Development Review Meeting. All design revisions and/or **(number)** of Review Meeting(s), any additional design meetings shall be considered Additional Services per Article 6.

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### ARTICLE 3. CONSTRUCTION DOCUMENTS

- 3.1. Based on the approved Design Development Documents the designer shall prepare the final construction documents consisting of **5 (five)** copies of the following documents, floor plans, all elevations, typical details and sections, electrical layouts, framing plans, and roof plans.
- 3.2. Production of the final construction documents shall take approximately **10 (ten)** business days to complete.
- 3.3. The designer/architect shall provide assistance to the owner for the purpose of obtaining appropriate building permits as per local requirements.

### ARTICLE 4. REIMBURSABLE EXPENSES

- 4.1. Reimbursable Expenses are in addition to the compensation for services rendered, such as additional sets of blueprints, long distance copying and handling of Drawings or any other items requested by the Owner.

### ARTICLE 5. BILLING AND PAYMENTS

- 5.1. The owner shall pay designer/architect, **(amount of retainer)** as a retainer against the total amount due upon completion of the design documents. Plans will be calculated at **(\$0.00)** per square foot of area under roof.
- 5.2. Upon receipt of the design development documents, a payment of **(\$0.00)** fees minus the retainer will be due.
- 5.3. Upon receipt of plans the owner shall pay designer/architect for the balance of the fee plus any additional services and/or reimbursable expenses accrued. Payment is due upon receipt of the design documents.
- 5.4. Reimbursable expenses, as described in Article 4, shall be completed with a multiplier added.



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## ARTICLE 6. ADDITIONAL SERVICES

- 6.1. Further owner requests or improvements to services such as add revisions, or other items exceeding the services outlined above shall be considered Additional Services. Additional Services will be billed in addition to the base fee agreed to in writing by both the owner and (Designer/Architect's Name).

Position Title	Rate/Hour
Principal	\$(00.00)/hr
Design Associate	\$(00.00)/hr
CAD Technician	\$(00.00)/hr

Time will accrue at 15 minute intervals. Complete documentation will be supplied to the owner upon final billing.

- 6.2. Fees for all additional services will be due upon delivery of the plan set.
- 6.3. No Additional Services shall be undertaken without the express written consent of the owner.

## ARTICLE 7. OWNERSHIP OF DOCUMENTS AND INDEMNIFICATION

- 7.1. Drawings and specifications as instruments of service are and shall remain the property of (Designer/Architect's Name), whether the project is constructed or not. The Designer/Architect shall be permitted to retain copies including reproducible copies of all documents. The owner may submit or distribute these documents for use in constructing this specific project only. Any sale, reproduction, creation of new works based on these documents, or use of these documents without the express written consent and compensation to (Designer/Architect's Name), and the express written consent of (Designer/Architect's Name), is strictly prohibited.



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7.2. To the fullest extent permitted by law, the Owner shall indemnify a Designer/Architect, Designer/Architect's representatives, agents and claims, losses, damages and expenses, including attorney's fees resulting from the performance of the work, provided that such claim expense is caused in whole or in part by any negligent act or omission by anyone directly employed by them or anyone whose acts they are attributable to bodily injury, sickness, disease or death, mold growth or destruction of tangible property including any resulting loss of use or not it is caused in part by a party indemnified above.

## ARTICLE 8. TERMINATION OF AGREEMENT

- 8.1. This agreement can be terminated by either party upon (number) \_\_\_\_\_ should either party not perform in accordance with this agreement.
- 8.2. If the contract is terminated through no fault of the designer/architect, the designer/architect shall be compensated for all work that has been incurred and reimbursable expenses.

## ARTICLE 9. ARBITRATION OF DISPUTES

- 9.1. Any controversy or claim arising out of or relating to this contract, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment of the arbitrator(s) may be entered in any court having jurisdiction.

## ARTICLE 10. ACCEPTANCE

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

\_\_\_\_\_

Designer/Architect's Name

Date



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Owner's Name

Date



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