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# DESIGN & CONSTRUCTION MANAGEMENT SERVICE AGREEMENT

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

Between the Owner:

**Contact Primary Full Address  
Contact Telephone**

And the Designer/Architect:

**Company Full Address  
License Number  
Telephone**

For the Project:

**Project Address**

## ARTICLE 1. SCHEMATIC DESIGN

- 1.1. 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.
- 1.2. Additional schematic designs requested by the owner will be billed as Additional Services per Article 8.

## ARTICLE 2. DESIGN DEVELOPMENT PHASES

- 2.1. The owner and **designer/architect** will review the drawings and discuss any questions, options, questions or general concerns they may have regarding the design. The **designer/architect** will then prepare a set of **CAD** documents showing floor plans, elevations and electrical layouts.
- 2.2. Additional design revisions requested by the owner will be billed as Additional Services per Article 8.

## ARTICLE 3. CONSTRUCTION DOCUMENTS

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- 3.1. Based on the approved Design Development Documents the **designer/architect** shall prepare the final construction documents consisting of **5 (five)** copies of the following documents, floor plans, all elevations, typical details and sections, mechanical plans, electrical layouts, framing plans, and roof plans.
- 3.2. The **designer/architect** shall provide assistance to the owner for filing applications to obtaining appropriate building permits as per local requirements.
- 3.3. Upon final approval of the design the production of the plans shall be completed within **(number of days)** business days to complete.

**ARTICLE 4. CONSTRUCTION ADMINISTRATION**

- 4.1. The **designer/architect** shall serve as a representative of the Owner during the construction phase of the project. The **designer/architect** shall have the best interest of the Owner and provide administration of the contract.
- 4.2. The **designer/architect** shall visit the construction site at appropriate intervals to be familiar with the general quality and progress of the work and to certify that the work is progressing per construction documents.
- 4.3. The **designer/architect** will not assume any liability or responsibility, or charge of construction means, methods, techniques, sequence of construction, omissions or for safety precautions and programs in connection with the construction. These are solely the Contractor's responsibility.
- 4.4. The **designer/architect** shall inform the Owner of quality and progress of construction and notify Owner of defects and deficiencies in construction. The **designer/architect** shall not be required to make continuous or exhaustive inspections for the entire duration of construction.
- 4.5. The **designer/architect** shall have access to the construction site at all times during the construction.
- 4.6. The **designer/architect** shall calculate construction draws based upon the work complete and comparisons of the contractor's application for payment with the certification of payments as appropriate.

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- 4.7. The **designer/architect** shall have the authority to reject work that the construction documents.
- 4.8. The **designer/architect** shall prepare change orders for approval of the owner and have the authority to request minor changes in construction documents that involve an extension in the project time or adjustment in contract price.
- 4.9. The **designer/architect** shall inspect the project, determine the date of completion and approve the final certificate of payment.

**ARTICLE 5. REIMBURSABLE EXPENSES**

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

**ARTICLE 6. BILLING AND PAYMENTS**

- 6.1. The owner shall pay **designer/architect, (amount of retainer)** as a credit against the total amount due upon completion of the project. The retainer shall be calculated at **(\$0.00)** per square foot of area under roof, plus the cost of Additional Services per Article 6 for additional schematic design, construction documents and construction document revisions beyond those included in this contract. Construction Management fees for the project will total **(\$00,000.00)** based upon percentage of project complete.
- 6.2. Upon receipt of the design development documents, a payment of design fees minus the retainer will be due.
- 6.3. Upon receipt of plans the owner shall pay **designer/architect** for the design fees plus any additional services and/or reimbursable expenses accrued. Payment is due upon receipt of the design documents.
- 6.4. Reimbursable expenses, as described in Article 5, shall be compensated with a multiplier added.

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## ARTICLE 7. OWNERSHIP OF DOCUMENTS AND INDEMNITY

- 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 of (Designer/Architect's Name), and the express written consent of (Designer/Architect's Name), is strictly prohibited.
- 7.2. To the fullest extent permitted by law, the Owner shall indemnify and hold (Designer/Architect, Designer/Architect's representatives, agents and subcontractors) harmless from all claims, losses, damages and expenses, including attorney's fees and costs, resulting from the performance of the work, provided that such claim or expense is caused in whole or in part by any negligent act or omission of anyone directly employed by them or anyone whose acts they are responsible for, or attributes to bodily injury, sickness, disease or death, mold growth or destruction of tangible property including any resulting loss of use or occupancy, or not it is caused in part by a party indemnified above.

## ARTICLE 8. ADDITIONAL SERVICES

- 8.1. Further owner requests or improvements to services such as additional revisions, or other items exceeding the services outlined above shall be considered Additional Services. Additional Services will be billed in addition to the 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.

- 8.2. Fees for all additional services will be due upon delivery of the plan set.



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8.3. No Additional Services shall be undertaken without the express w owner.

ARTICLE 9. TERMINATION OF AGREEMENT

9.1. This agreement can be terminated by either party upon (number) should either party not perform in accordance with this agreemen

9.2. If the contract is terminated through no fault of the designer/archit designer/architect shall be compensated for all work that has bee reimbursable expenses.

ARTICLE 10. ARBITRATION OF DISPUTES

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

ARTICLE 11. ACCEPTANCE

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

\_\_\_\_\_  
Designer/Architect's Name

Date

\_\_\_\_\_  
Owner's Name

Date

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