

THE AMERICAN INSTITUTE OF BUILDING DESIGN

**PROFESSIONAL BUILDING DESIGNER
SERVICE CONTRACT**

SAMPLE



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This agreement is entered into between the client and building designer named below for the performance of building design services.

Client: _____

Building Designer: _____

Project Description: _____

Project Location: _____

Article I: The Client's authority to enter agreement, representations thereof.

The client warrants and deposes that by the virtue of ownership, financial interest or equity, that he or she has the authority to enter into this agreement legally and freely.

The client warrants and deposes that no adverse conditions or defect exists at the site of the proposed construction. These representations are true to the best of the client's knowledge, or have been verified by pre-construction inspections and testing. Such testing shall be performed at the Client's sole expense and cost.

Adverse conditions shall be defined as:
Expansive soil, or soil having a load bearing capacity of less than 3000 PSF, or deemed unsuitable for any other reason.

Defects in any structure affected by or incorporated into the proposed construction, and the integral structural components such as floor joists, beams, headers, bearing or partition walls, footings, foundations, connectors, gussets, laminated timbers or beams, structural steel or concrete construction.

Article II: Accuracy of plans, surveys and reports submitted to the designer for use in the project.

The designer shall be entitled to rely upon the accuracy of the plans, surveys and reports supplied by the client or client's consultant for use in the preparation of the project design. The designer bases the project on representations set forth in Article I as being true and substantial. The client shall bear all costs of engineering and testing services to verify such representations, and furnishes the designer with copies of such reports at no cost to the designer. The Client shall supply the following documents for use in the project development:

- Legal description of site.
- Correct survey of lot, site, subdivision.
- Subdivision covenants or agreements.
- Building restrictions in deed.
- Plans and information on existing structures.
- Present zoning requirements.
- Utility information and easements.
- Topographical data including datum elevation.
- Local structural height limitations.

Article III: Definition of the Designer's basic services.

The designer shall perform the following services indicated by a checkmark below on the inventory:

- Preliminary design conferences.
- Schematic and general conceptual review.
- Preliminary drawings, revisions, conferences and cost estimates.
- Construction working drawings and specifications.
- Structural, mechanical and electrical working drawings & specifications.
- Conferences on all drawings and specifications.
- Processing and awarding bids and executing contracts.
- Approval of contractor bonds and insurance.
- Supervise initial layout of site.
- Assist in preparation of standard form for bid proposals and contracts.
- Observation/supervision of construction.
- Approve samples, flooring, hardware, electrical fixtures.
- Insurance of Certificates of payment (Contractor draws).
- Construction photography.
- Prepare and sign change orders.
- Review and approval of shop drawings.
- Construction administration.
- Scale architectural models.
- CAD services.
- Make final inspections.

The designer shall amend drawings and specifications at no additional compensation as may be required to meet plan approval for a building permit in compliance with local building codes and ordinances. The designer shall prepare drawings and specifications as efficiently as possible using normal skill and care as is consistent with the normal progression of the work. There shall be no time table for this project unless listed in the matrix.

The designer shall prepare said drawings and documents for the review of the client, and shall amend said drawings as required at the first plan review.

Upon final approval of the client, the designer shall issue bid sets to specified contractors. The designer shall also take pre-construction photos and field measurements as best as obtainable under current conditions if indicated in Article II.

The designer shall have no control over construction sequences, methods, procedures, scheduling or any activities beyond the design phase of this project. The builder or contractor shall be solely responsible for any such work to be performed.

Article IV: Promotional Materials, Archive Rights, Copyright and Reserved Rights.

The designer shall be considered the author of the documents and shall retain and enjoy all reserved, statutory and copyrights to said project materials. The project materials were intended for, and contracted only for the one time use of this project. The drawings and specifications shall remain the exclusive property of the designer. Any use, copying, modifications to said project drawings shall be considered a

copyright infringement unless additional compensation has been paid to the designer for said use, and subsequent releases have been obtained. The designer shall have custody of the original tracings and documents as the author of said documents. The designer shall use at his discretion, any photographs, renderings, visualizations, videotaped presentations or any materials for use in the promotion of his services to potential clients. The designer shall permit the client and builder to retain archive copies of the project drawings for reference and in the use and occupancy of the project. The foregoing shall apply regardless of whether the above described project is constructed or not.

Article V: Basis of Compensation, Progress Payments, Minimum Agreement Deposit Payment.

The Client, in consideration of the Designer's basic services previously defined, agrees to pay the sum of _____ \$ _____.

the client has been made aware that this compensation reflects direct labor expense only, and additional costs may be incurred as part of the work's progress. If an initial design scheme has been approved by the Client and the Client makes substantial changes involving additional time, services or expenses by the Building Designer as result of delays caused by the Client or Contractor, or by the delinquency or insolvency of either, or as a result of damage by fire or other casualty, the Building Designer is to be paid for such additional services and expenses by the Client regardless of whether the project is constructed or not.

Additional expenses are defined as : Engineering Reproductions, certified documents, postage, photographic film and developing, expense of scale architectural models or requested services, construction estimating, consultation fees, etc. These costs shall be reimbursable to the designer or they may be designated part of the owner's responsibilities.

Progress payments shall be made as follows:

_____ % Down payment of total compensation upon the signing of this agreement.

Payment totaling _____ % of compensation at first plan review.

_____ % Payment totaling entire balance upon final plan review and subsequent approval.

A minimum of _____ % payment shall be the smallest deposit amount permitted under this agreement.

Failure to make timely payments as due shall be considered substantial non-performance of the contract. Payments to the Designer shall not be withheld for non-performance, delay or errors by the contractor.

Payment for all reimbursable costs are due at the completion of each level of service.

Article VI: Failure to make timely approval of plans, suspension, and termination.

Failure to make a timely approval, within 10 business days shall constitute default and substantial performance of the agreement and shall be due cause for termination by the designer.

Upon notification from the client of intent to terminate the project, the designer shall be entitled to a lump sum termination expense equivalent to 20 percent of the remaining balance, which the designer agrees to accept as blanket damages, and thereby waives any claim of lien against the client's real property.

If the project should be suspended by the client for any reason, the designer shall be entitled to an interest payment of one and one half percent per month or 18% per annum until such time that the project is resumed or terminated.

Article VII: Scope of Agreement

This is the entire agreement between the Designer and the Client and there are no other written or oral agreements or representations between the parties except those expressed herein this document.

Article VIII: Arbitration or Litigation

All questions in dispute under this agreement shall be submitted to arbitration in accordance with the current provisions of the arbitration procedures or the American Arbitration Association. In the event action is instituted by arbitration or litigation to enforce the terms of this agreement, it is agreed that the prevailing party, by award or judgement, shall be entitled to reasonable attorney fees and all connected costs relating to the enforcement of the terms of this agreement by litigation/arbitration.

Article IX: Designer's Claim of Mechanic's Lien and Subsequent Waivers

The Designer shall have a mechanic's lien against the real property of the client until such time that this agreement is successfully concluded. Substantial non-performance shall be cause to exercise said lien to recover sums due the designer. The Designer shall execute a waiver of lien at final payment indicating successful completion of this agreement.

Article X. Reproductions

The Designer, upon Client's approval, shall furnish sets of blue-line prints of the final working drawings. Client shall reimburse the Designer for any additional reproductions at current rates.

- Both parties agree to the terms contained in the agreement.

Professional Designer Member, AIBD

Client (Signature)

Client (Print)

Spouse (Signature if required)

Spouse (Print)

NOTICE TO BUILDING DESIGNERS

This Agreement is offered by the American Institute of Building Design (AIBD) only as a guideline for the development of an individual building designer's contract for services. This publication may require alterations to best represent your personal design firm. It is suggested by AIBD that the Agreement be checked for compliance with your state regulations.

American Institute of Building Design
7059 Blair Rd NW, Suite 201
Washington, DC 20012
800-366-2423
www.AIBD.org

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