CLIENT NAME

STREET ADDRESS

CITY, STATE ZIP CODE

Project Description: NEW or REMODEL

Plan Date: DATE

Architect: ARCHTIECT NAME

Pre-construction Agreement Scope of Work:

1. Provide the design review services, including design meetings with the architect and final plans.
2. Work in conjunction with the architect(s) to develop a preconstruction schedule.
3. Consult with the architect to provide guidance on local building practices and municipality requirements.
4. Conduct periodic plan reviews with the architect and client concerning build-ability and budget.
5. Create a scope of work for the Project to be provided to subcontractors for estimating.
6. Create a preliminary master schedule for the Project.
7. Select structural engineering subcontractors if needed.
8. Select geotechnical-engineering subcontractors if needed.
9. Create a cost of work estimate based on provided plans.

Cost of Pre-construction Scope of Work:

($00,000.00 )

Payment to be made in full upon acceptance of this agreement.

Ownership of Our Pre-construction Design and Analysis Work

In consideration of Client’s payment of amounts due under this Agreement, BUILDER NAME (henceforth referred to as Builder) grants to Client a non-exclusive, non-transferable license for use of all intellectual property incorporated in its work for the duration of this Pre-Construction Services Agreement only. This intellectual property license will become permanent when Client signs the Work Agreement with Builder to perform the construction or pays successfully completes the Pre-construction contract. If Client decides not to sign a Work Agreement with the Builder or terminates the Pre-construction contract agreement, then this license terminates, and Client agrees not to make any further use of the designs, estimates, analyses or other work performed by Builder under this agreement.

Builder Responsibilities

1. the Builder shall provide the services as set forth in this Agreement.
2. the Builder shall provide its services in conjunction with the services of the Architect. the Builder shall not be responsible for actions taken by the Architect.
3. As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Builder shall consult with the Client and Architect and make recommendations whenever the Builder determines that design details adversely affect constructability, cost or schedules.
4. Following the Client’s approval of the Drawings and Specifications, the Builder shall update and submit in writing the latest estimate of the Estimated Cost of the Work and the Project schedule for the Architect’s review and the Client’s approval.

Additional Services

1. Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Builder, any Additional Services provided shall entitle the Builder to compensation.
2. Upon recognizing the need to perform Additional Services, the Builder shall notify the Client with reasonable promptness and explain the facts and circumstances giving rise to the need. the Builder shall not proceed to provide additional services until the Builder receives the Client’s written authorization.
3. Labor rates are included for Additional Service items only.

Principal, BUILDER NAME @ $00 per hour

Office Project Management or Builder’s Representative@ $00 per hour

Engineering and subcontractor services are billed according to tasks performed and companies involved

Client’s Responsibilities

1. Unless otherwise provided for under this Agreement, the Client shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Client’s program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 7 days after receipt of a written request from the Builder, the Client shall furnish the requested information as necessary and relevant for the Builder to evaluate.
2. The Client shall establish and periodically update the Client’s budget for the Project, including (1) the budget for the Project. If the Client significantly increases or decreases the Client’s budget for the Project, the Client shall notify the Builder and Architect. The Client and the Architect, in consultation with the Builder, shall thereafter agree to a corresponding change in the budget for the Project or in the Project’s scope and quality.
3. The Client shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
4. The Client shall coordinate the services of its own consultants with those services provided by the Builder. Upon the Builder’s request, the Client shall furnish copies of the scope of services in the contracts between the Client and the Client’s consultants. The Client shall furnish the services of consultants other than those designated in this Agreement or authorize the Builder to furnish them as an Additional Service, when the Builder requests such services and demonstrates that they are reasonably required by the scope of the Project.
5. The Client shall provide prompt written notice to the Builder and Architect if the Client becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect’s Instruments of Service or any fault or defect in the Builder’s services.

Cost of the Work

1. For purposes of this Agreement, the Cost of the Work shall be the total cost to the Client to construct all elements of the Project designed or specified by the Architect and shall include the contractors’ general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights- of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Client.
2. If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Builder’s cost estimates and the Architect’s cost estimates, the Architect and the Builder shall work cooperatively to conform the cost estimates to one another.
3. If, prior to the conclusion of the Design Development Phase, the Builder’s estimate of the Cost of the Work exceeds the Client’s budget for the Cost of the Work, the Builder, in consultation with the Architect, shall make appropriate recommendations to the Client to adjust the Project’s size, quality or budget, and the Client shall cooperate with the Builder and Architect in making such adjustments.
4. If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Client’s budget for the Cost of the Work, the Client shall
   1. give written approval of an increase in the budget for the Cost of the Work;
   2. in consultation with the Builder and Architect, revise the Project plans, scope, or quality as required to reduce the Cost of the Work; or
   3. implement any other mutually acceptable alternative.

Termination or Suspension

1. If the Client fails to make payments to the Builder in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Builder’s option, cause for suspension of performance of services under this Agreement. If the Builder elects to suspend services, the Builder shall give seven days’ written notice to the Client before suspending services. In the event of a suspension of services, the Builder shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, the Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Builder’s services. the Builder’s fees for the remaining services and the time schedules shall be equitably adjusted.
2. If the Client suspends the Project, the Builder shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Builder shall be compensated for expenses incurred in the interruption and resumption of the Builder’s services. the Builder’s fees for the remaining services and the time schedules shall be equitably adjusted.
3. If the Client suspends the Project for more than 90 cumulative days for reasons other than the fault of the Builder, the Builder may terminate this Agreement by giving not less than seven days’ written notice.
4. Either party may terminate this Agreement upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
5. The Client may terminate this Agreement upon not less than seven days’ written notice to the Builder for the Client’s convenience and without cause.
6. In the event of termination not the fault of the Builder, the Builder shall be compensated for services performed prior to termination, together with Reimbursable Expenses and Termination Expenses as defined in this section.
7. Termination Expenses are in addition to compensation for the Builder’s services and include expenses directly attributable to termination for which the Builder is not otherwise compensated, plus an amount for the Builder’s anticipated profit on the value of the services not performed by the Builder, as set forth below.
8. In the event of termination for the Client’s convenience prior to commencement of construction, the Builder shall be entitled to receive payment for services performed, costs incurred by reason of such termination and reasonable overhead and profit on Preconstruction services not completed during the Preconstruction Phase.
9. In the event of termination for the Client’s convenience after commencement of construction, the Builder shall be entitled to receive payment for services performed and costs incurred by reason of such termination, along with reasonable overhead and profit of on services not completed during the Construction Phase.

Compensation

1. For the Builder’s Basic Services described under the Scope of Work, the Client shall compensate the Builder ($ 00,000.00 USD )
2. Compensation for Reimbursable Expenses
   1. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Builder directly related to the Project, as follows:
      1. Transportation and authorized out-of-town travel and subsistence;
      2. Long distance services, dedicated data and communication services
      3. Fees paid for securing approval of authorities having jurisdiction over the Project;
      4. Outside design professionals employed on behalf of the client by the builder and approved in writing by the client
      5. Printing, reproductions, plots, standard form documents;
      6. Postage, handling and delivery;
      7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client;
      8. Professional photography, and presentation materials requested by the Client;
      9. All taxes levied on professional services and on reimbursable expenses;
      10. Site office expenses; and
      11. Other similar Project-related expenditures.
3. For Reimbursable Expenses the compensation shall be the expenses incurred by the Builder and the Builder’s consultants plus twenty percent (21.5%) of the expenses incurred.
4. Payments to the Builder.
5. Payment in full shall be made upon execution of this Agreement and is the minimum payment under this Agreement.
6. Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Client at mutually convenient times.

Scope of the Agreement

1. This Agreement represents the entire and integrated agreement between the Client and the Builder and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and the Builder.

This Agreement is entered into as of the day and year first written above.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client (Signature) BUILDER NAME (Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Printed name) (Printed name and title)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client (Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Printed name)