



Letter Agreement for Professional Design Services

April 9, 2009

Client:

Regarding: Your house Remodel

The AIA document B151 – 1997 is a part of this agreement. Where statements conflict, this agreement shall govern.

Scope of Services (General)

The project is to design additions or remodeling changes to the residence at the above address. The scope of services includes preliminary design, planning, schematic design, design development, and construction documents as required for obtaining a building permit.

Scope of Services (Inclusions and Exclusions)

1. LANDMARKK DESIGN AND CONSTRUCTION will meet with you to determine your needs and convert this interview to preliminary design drawings. This design will be developed, with the help of cost and idea input until it fits your design goal. Three iterations of design ideas are included. Beyond three, additional services will be required.
2. LANDMARKK DESIGN AND CONSTRUCTION will provide typical design and construction drawings as needed to obtain a building permit. LDC will coordinate with building department design professionals before and during the permit approval process. This includes any drawing modification required for the permit.
3. The Owner may or may not hire LDC as the contractor. In either case, LDC will provide preliminary cost estimates at the beginning, during preliminary design, and at the end of construction documents.
4. After the permit is obtained, and if LDC is not the contractor, hourly Architectural services may be needed for construction coordination, but they are not included in this proposal.
5. Demolition drawings and as built drawings may be necessary. If so, they are included.
6. Sometimes, after completion of the construction work described in the demolition drawings, the scope of work must be adjusted because unexpected conditions are discovered. If so, this work may be additional.
7. The design work should not require technical engineering design beyond that which can be provided by LDC. However, if engineers are required, this work will be additional.
8. The Owner or the Contractor shall submit the completed drawings to the building department and pay all design review and permit fees.
9. The Owner or the Contractor shall obtain utility locates, a survey, and a soil report if the project involves new foundation work.
10. Information needed for adjacent public infrastructure improvements such as roadway, domestic water, irrigation water, fire lines, sewer, electricity, TV, telephone, gas, etc. must be obtained by the property owner and are not included in this proposal.

Preliminary Design and As-Built Verification

LANDMARKK DESIGN AND CONSTRUCTION will make best efforts to coordinate all needs for the completion of the project. However, perfect owner – architect communication is not typical. Therefore, the Owner(s) are advised to keep a contingency in their design and construction budget for unforeseen conditions.

Owner's Initials _____

1 of 6



Planning and Zoning Coordination

This project should not require extensive planning and zoning review from the building department. LDC will perform typical code coordination with the Building and Zoning Departments. This includes a “use by right” submittal to the Planning and Zoning Department. However, Signage design, Historic Preservation, Local Design Review Committee, Planning and Zoning exceptions, traffic analysis, or other such submittals are not part of this proposal and shall be additional services if they are required.

Schematic Design

LANDMARKK DESIGN AND CONSTRUCTION will define major components of the design for Client / Tenant approval. This typically includes floor plans, 3-D sketches, elevations, building Sections, significant materials, and other appropriate items needed to communicate the design intent.

Design Development

LANDMARKK DESIGN AND CONSTRUCTION will refine the design based on the Client / Tenant’s review and any on-going cost analysis. Three iterations of additional review and revision are typically enough to refine the design of your house, suit your needs, appropriately blend with the existing structure, and fit well with the neighborhood. At the end of this process, the Owners will formally approve the final design and bring all payments current.

Construction Documents

LANDMARKK DESIGN AND CONSTRUCTION will prepare, from the Client / Tenant approved Design Development drawings, Construction Documents consisting of drawings and specifications setting forth the requirements for permitting and construction of the project. Only minor changes to the Design Development documents are anticipated during this phase.

Construction Phase

Should the Client / Tenant require Architect to perform Construction Observation for this project, this will be an additional service and billed hourly and include a written report with digital photos documenting construction progress.

Other Items Outside the Scope of Services

Items outside the scope of services include but are not limited to the following:

1. Revisions to the construction documents when such revisions are: 1) inconsistent with approvals or instructions previously given by the Owner or 2) due to changes required as a result of the Owner’s failure to render decisions in a timely manner.
2. Financial feasibility studies.
3. 3D photo real presentation drawings or models.
4. Coordination of construction performed by separate contractors or by the Owner’s own forces.
5. Detailed quantity surveys or inventories of material, equipment and labor.
6. Analyses of owning and operating costs.
7. Landscape, Civil, Mechanical, Electrical, Plumbing, Sound System and Lighting Design
8. The selection of furniture and fabrics.
9. Work to obtain building code and zoning variance(s).
10. Survey of the property.
11. Soil tests.
12. Design of signage – both interior and exterior.

Owner’s Initials_____

2 of 6



Compensation

Total Architectural fees:

\$-----

To be invoiced as progress warrants.

Additional Services and Hourly Rates

- 1) If substantial changes in the design are required due to reasons beyond our control, additional fees may be required and will be billed @\$60/hr.
- 2) Should the Owner require Architect to perform Construction Observation for this project, this will be billed hourly at the rate of \$60 per hour and includes an observation report. Punch List visits will be billed at \$400 per visit and includes punch list report for Owner and Contractor.

Reimbursable Expenses

- 1. All reimbursable expenses such as printing, copies, specifications, paper and stationary, blue lines, mileage not covered under the main services, special computer time, the requested services of consultants not identified in this letter, etc. will be billed to Owner separately.
- 2. Any architectural services other than what are stated in this proposal will be billed at an hourly rate of \$60 per hour.
- 3. Any design review committee submittal required from the architect will be billed at an hourly rate of \$60 per hour.
- 4. Reimbursable project related expenses would be billed at 1.10 times the actual cost.

Invoices

Invoices for services and for reimbursable expenses will be submitted based on the completion of work in phases outlined in this proposal and costs incurred for reimbursable expenses. Labor will be invoiced as the time is incurred but not to exceed the proposed fee for basic services. Reimbursable expenses will be invoiced as they are incurred. A deposit of \$1,000 is due upon start up.

Miscellaneous Provisions

- 1. LDC will bill the client for any major alteration or deviation to the drawings after formal approval of the design. The fee is per man-hour and will be agreed upon by both parties before any workmanship due to changes commences.
- 2. Architect will not be liable for any alteration or deviation from the construction documents submitted to and approved by the said building department. The client shall assume all responsibility and liability for and alteration or deviation to the construction documents approved by the said building department.
- 3. Architectural additional services required by the client: i.e. on site inspections or representation to the builder, sub contractors, etc. on behalf of the client will be billed to the client at \$60/hr. Structural Engineer's site visits other than the ones stated in this proposal will be billed at \$??/hr.
- 4. We will provide the client with immediate updates to the construction documents in the event of an error or omission during construction that directly relates to the construction documents. In this event, there will not be any billing to the client.
- 5. ARCHITECT'S LIABILITY IS LIMITED TO DESIGN FEE ONLY.
- 6. Client will be solely responsible for bidding and negotiation for the project with general contractor (s), sub-contractors and obtaining funds for construction unless LDC is the contractor.
- 7. If the Owner requires the Architect's preliminary drawings to obtain a construction loan, should the loan be denied to the Owner, the Owner is still required to pay the Architect fees for all hours spent on the project for completing the documents for construction loan purposes and hours spent beyond that time until the architect was asked to discontinue on the project by the Owner. This will be billed at an hourly rate to the client.

Owner's Initials_____



Acceptance:

ACCEPTANCE BY THE CLIENT: I/WE ACCEPT ALL TERMS SET FORTH IN this proposal and will pay LANDMARKK DESIGN AND CONSTRUCTION.

SIGNATURES _____ DATE: _____
Client

SIGNATURES _____ DATE: _____
Client

SIGNATURE _____ DATE: _____
LANDMARKK DESIGN AND CONSTRUCTION

Owner's Initials _____



Standard Terms and Conditions – LANDMARKK DESIGN AND CONSTRUCTION

Standard of Care

LANDMARKK DESIGN AND CONSTRUCTION and its employees/drafting consultants will perform services under this agreement in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in this area. No warranties, expressed or implied, are made with respect to LDC's performance. LDC is not a guarantor of the project to which its services are directed, and its responsibility is limited to work performed for the client. LDC may rely upon information supplied by the Client engaging LDC or its subcontractors or sub-consultants, or information available from generally acceptable reputable sources without independent verification.

Ownership of Documents

LANDMARKK DESIGN AND CONSTRUCTION retains ownership of letters, reports, drawings, specifications and notes. These documents or parts thereof may not be reproduced in advertisement, brochures or sales material, nor used by the client for any purpose other than the purpose for which they were prepared, nor by third parties, without the permission of LDC.

Indemnification

Subject to the Limits of Liability clause (below) LANDMARKK DESIGN AND CONSTRUCTION agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by LDC's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her sub-consultants or anyone for whom LDC is legally liable. The Client agrees to the fullest extent permitted by law, to indemnify and hold LDC harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her sub-consultants or anyone for whom the client is legally liable.

Limit of Liability

To the maximum extent permitted by law, the Client agrees to limit LDC's total liability for the Client's damages to the sum of LDC's professional fee. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Client is aware that LDC does not carry errors and omissions insurance unless specifically agreed in writing. Client is satisfied with this agreement because it realizes that the cost of the insurance will increase the fee by more than 50%.

Access to Site

LANDMARKK DESIGN AND CONSTRUCTION will be given access to the site for activities necessary for the performance of their services. This shall include, where required, the assignment of Client's personnel to provide access to secured areas, and where required, to open any sealed equipment for visual inspection or testing.

Safety

Fieldwork of LDC will be performed only under conditions deemed safe by their personnel. Should additional safety or security measures be required because of hazardous job conditions, LDC shall be reimbursed for the measures including labor and material. LDC is not responsible for the safety of others.

Acceptance of Proposal

This agreement shall be deemed to be accepted by all parties upon any of the following events:

1. Execution of agreement with signed copy returned to LANDMARKK DESIGN AND CONSTRUCTION.
2. Written or verbal request for LDC to commence work on any part of the scope of work or services.
3. Payment of LDC invoice for services whether in whole or part.

Termination of Services/Suspension of Work

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his/her obligation hereunder. In the event of termination, the Client shall pay LDC for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses. LDC reserves the right to suspend all or part of the work related to this contract in the event that payments for services are not paid within 60 days from invoice submittal. Work suspended will be restarted when payment, including interest due, is received by PR-Arch. If work is suspended by PR-Arch at the client's request or due to unpaid services for a period exceeding 60 days and then recommenced, LDC will charge the client a re-start fee of \$500.00.

Applicable Law

This agreement shall be governed by the laws of the State of Colorado.

Owner's Initials _____

6 of 6