

# LANDMARKK DESIGN AND CONSTRUCTION . ARCHITECTS . BUILDERS

### November 27, 2012

Sample

# **DESIGN PROPOSAL FOR YOUR HOUSE**

This proposal is a general summary of design and drawing services, and will become our contract, if you accept. Included items are shown below.

- 1. Drawings as needed for building department and client approval. Checked boxes apply for this project. Items not listed or not checked are not included.
  - x 3d design sketches
  - x Architectural site plan.
  - x Architectural floor plan(s)
  - x Architectural elevations, sections, and details.
  - x Structural framing and foundation drawings
  - x Preliminary construction estimate
  - Contractor selection
  - Presentation meetings to others

- Detailed construction estimate
- Electrical switch and lighting location plans
- Garage included
- Carriage house included
- Photo real 3d renderings
- Construction related services
- Soil report
- Survey
- Coordination with the local Building and Zoning Departments to obtain approval, including submittals, professional responses to questions, and resulting additions to the drawings. Zoning Department coordination is limited to a "use by right" submittal and does not include variances.
- 3. Additional services, beyond those listed above, are available at \$50/hr or by lump sum proposal. Additional services must be authorized in writing unless otherwise provided. If the architect proceeds with such services without request for additional cost, there is no charge for the service.
- 4. Additional printing, beyond requirements for approval, shall be reimbursed at cost plus 10% or paid direct to printer on receipt of the prints.

### **DESCRIPTION OF THE WORK**

The work is a new detached accessory dwelling and garage.

#### FEE

## **TERMS**

- 1. This contract is a summary based on AIA Document B101-2007. B-101 is not a part of this contract except to clarify the language of contract issues provided in this document. If you need additional help understanding this document, please consult an attorney. B-101 can be emailed on request.
- 2. The architect may stop work if fees are not paid when due. Past due fees of 18%/year apply.
- 3. In the event of a dispute, the parties will attempt to resolve their differences thru mediation if the amount is \$7,500 or more. If not, small claims court shall be the only option. If a dispute occurs, the offended party shall notify the other, in writing or email, within 30 days of the cause. If such notification does not occur, the dispute is void.
- 4. If this contract is terminated by the client for reasons other than non-performance, the architect shall be owed fees earned to date plus 25% of the remaining balance.

  This contract may be terminated for cause by either party. If the contract is terminated for cause, the architect shall be owed fees earned as of termination date.

  This contract may be initiated by verbal agreement and followed up by written authorization. If the contract is not signed, it shall be in full force if the architect
- 5. This contract may be initiated by verbal agreement and followed up by written authorization. If the contract is not signed, it shall be in full force if the architect provides any service which is received by the client.
- 6. The architect carries professional liability insurance in the amount of one million dollars. Certificates can be emailed on request.
- 7. The architect is not responsible for damages if the documents are not followed or if damages are caused by others.
- 8. The client is responsible for timely response to the architect's questions and to the drawings submitted for review. If response is not timely, the architect will notify the client and may wait for a response. Such waiting will delay the completion date of the drawings.
- 9. The architect has a duty to inform the client of various project design possibilities. Accordingly, the client has better information to make an informed decision. However, the architect is not required to make exhaustive options for the clients review. Two or three iterations are normally enough. If multiple design trials are needed, the architect may request additional fees.
- 10. Construction management expertise and construction license is not included in this contract.
- 1. This is a private transaction. All communication between architect and client is 100% confidential unless requested otherwise.
- 12. During construction, the client grants permission to place a 24" sq sign on the property showing the architect's phone number and web site address.
- 13. Email or fax signatures are accepted. The parties agree to notify each other if changes are made to this document.

If you a	re comfortable v	vith this form of ag	reement, plea	ase sign below ar	nd mail one original to the architect.	
client			date	client	da	ate
W4	an	Steve Culbertson	Steve@Lanc	lmarkk.com		