

# YOUR COMPANY LOGO

YOUR COMPANY ADDRESS

p: XXX  
f: XXX  
e: XXX

DATE

CLIENTS NAME

CLIENTS CONTACT INFORMATION

This is a contractual agreement between YOUR COMPANY AND ADDRESS and CLIENT NAME AND ADDRESS ("Client").

## DESCRIPTION OF PROCESS AND SCOPE OF WORK

The following is a description of the design development and construction documentation sequence suggested by YOUR COMPANY for the residential design project located LOCATION and it can be amended upon discussion and written agreement between YOUR COMPANY and the Client. The purpose of this contract is to begin the residential design process for the residential design project that will include the following phases:

\*\*The weekly timeline listed below is for organizational purposes only as production time will most likely fluctuate throughout the design and documentation process.\*\*

## SCHEMATIC DESIGN PHASE

### Week One

- Initial Site Visit Fee – (\$400 waived)
- Municipal permitting research
- Initial site modeling based from topographical survey provided by client
- Development of initial schematic design based on client's design intent as emailed to YOUR COMPANY on DATE
- Submittal of initial schematic design in PDF format to client and online/phone meeting

Design Fee: \$...

Deliverable: Initial schematic design in PDF format to client and phone meeting

### Week Two-Three

- Final development of schematic design per direction of client
- Submittal of final schematic design in PDF format to client and phone meeting

Design Fee: \$....

Deliverable: Revised and final schematic design in PDF format to client and phone meetings

## DESIGN DEVELOPMENT PHASE

### Week Four

- Development of design development documentation set based on client feedback within the previous phase
- Submittal of initial design development set to client for review
- Final design development pass based on client's feedback
- Submittal of final design development documentation set in PDF format to client

Design Fee: \$...

Deliverable: Developed design documentation set in PDF format

### Week Five

- Initial development of foundation and framing plans geared towards initial engineering review
- Initial development of electrical plans
- Submittal of initial electrical plans to client in PDF format and foundation/framing plans to engineer in CAD and PDF formats
- Final development of electrical plans based on client input and feedback
- Sign-off from client signaling completion of all design changes

Design Fee: \$....

Structural Engineer Fee: \$.....

Deliverable: Initial electrical plans to client in PDF format and foundation/framing plans to engineer in CAD and PDF formats

### CONSTRUCTION DOCUMENTATION PHASE

#### Week Six

- Further development of foundation and framing plans after engineer's input and feedback
- Submittal of reworked CAD backgrounds to engineer
- Final pass at foundation and framing plans after engineer's input and feedback
- Final pass at complete construction documentation set

Design Fee: \$.....

Structural Engineer Fee: \$.....

Deliverable: Final foundation/framing plans to engineer in CAD and PDF formats and pre-final CD set to client in PDF format for final review

### PERMIT DOCUMENTATION PHASE

#### Week Six (Continued)

- Final Building Permit Preparation
- Final Building Code Review

Deliverable: Final construction documentation set in PDF format to client. Full construction permitting drawing set will contain the following "estimated and varying" drawing sheets and drawings below:

Final Code Check Fee: \$.....

#### **AO – Cover Sheet including the following drawings:**

- Overall site plan
- Drawing symbol legend
- Vicinity map
- Drawing list
- Code summary
- Design team directory
- Three to four 3D drawings for conceptual use
- Overall window schedule
- Overall door schedule

#### **SP1 – Site plan**

- Site plan

#### **A1 to A3 – Floor plans and 3D conceptual drawings**

- Construction floor plans
- 3D Perspective views for reference
- Any callout details necessary to aid in construction

#### **A4 – Roof plans and 3D conceptual drawings**

- Construction roof plan
- 3D Perspective views for reference
- Any callout details necessary to aid in construction

#### **A5 to A6 – Reflected ceiling plans**

- Construction ceiling plan
- 3D Perspective views for reference
- Any callout details necessary to aid in construction

#### **A7 to A8 –Elevations**

- North, South, East, West Elevations
- Any callout details necessary to aid in construction

#### **A9 to A12 – Sections and details**

- As many orthogonally cut sections as necessary to convey the design to the construction team
- Any callout details necessary to aid in construction

#### **E1 – E2**

- Conceptual electrical plans

#### **Drawings by reviewed and stamped consultants**

- S1 to S4 Structural Plans and Schedules

### **FEES AND PAYMENT**

YOUR COMPANY will provide the design and drawing documentation services in the description of process and scope of work section defined above for a fixed fee in the amount of \$.....

Upon execution of agreement, ..% (\$....) of total fixed-fees will be due before any initial work has begun. Fees for professional services shall be invoiced monthly or per completed deliverable as defined above. Payment is due upon receipt of invoice and becomes past due 30 days from date of invoice. At 30 days after the initial invoice any outstanding balance will be reissued with an additional service charge of (\$50.00). At 60 days after the initial invoice any outstanding balance will be reissued with an additional service charge of (\$100.00). At 90 days after the initial invoice any outstanding balance will incur an additional service charge of 30% and will be turned over to a collection agency.

#### **Reimbursable Expenses**

Reimbursable Expenses are not included in the fixed fee above and shall be billed at cost plus 10%. Reimbursable Expenses include the following: Subcontractors and Consultants (if needed), cost of copies of drawings, xerography, printing, plotting, photographic reproduction of drawings, long distance telephone and fax, and any additional travel (at the standard federal mileage rate of 56.5 cents per mile for business miles driven) in connection with the services. Before any reimbursable expenses are implemented YOUR COMPANY will first confirm and gain written approval from the Client before proceeding.

#### **Construction Observation Phase**

During construction the engineer or designer of record may need to make site visits. Site visits will be directed by the client and will be billed out at the hourly rates as listed in section: Schedule of Additional Hourly Rates (If Necessary).

### **GENERAL TERMS & CONDITIONS**

#### **Liability and Additional Fees**

YOUR COMPANY is not liable for builder construction defects, possible structural engineering issues, and/or practices that are not in compliance with city or jurisdictional codes or regulations. YOUR COMPANY shall not have control or charge of and shall not be responsible for the means, methods, technologies, sequences or procedures of construction, fabrication, procurement, shipment, delivery or installation, or safety precautions and programs in connection with the project, for acts or omissions of the Contractors, Subcontractors, suppliers, or any other persons performing any of the work, or for failure of any of them to carry out the work in accordance with the Construction Documents. The client understands that YOUR COMPANY is not a licensed architectural firm and is not promoting itself as such.

If any site visits are required during the construction sequence they will be subject to additional fees at an hourly rate of \$XX/hr plus travel costs. YOUR COMPANY will also be available via electronic communications (phone, email, and fax) during construction for the General Contractor to assist in any further information needed in order to complete the construction project.

Additional hourly fees (see schedule below) may apply if substantial time or major design change is required by the client, city officials, and permitting/planning department beyond the initial scope of work as described within the description of process and scope of work section above. Before execution of any necessary additional hourly fees YOUR COMPANY will first confirm and gain written approval from the Client before proceeding.

YOUR COMPANY also reserves the right to use images of the commissioned design work in their own portfolio and any self-promotion, and/or enter the design into illustration competitions. YOUR COMPANY also retains the right to hold digital working files of the CAD drawings and models and may not be modified and/or changed by others unless Client has written consent from YOUR COMPANY.

**Dispute Resolution Clause:**

Any controversy or claim arising out of or relating to the formation, interpretation, application, enforceability, or breach of this Agreement, including disputes as to which persons or entities may be liable hereunder, shall be arbitrated in Longmont, Colorado, in accordance with the rules of the American Arbitration Association and its Construction Industry Arbitration Rules. The parties agree that there shall be a single arbitrator, who shall be selected from the Construction Industry panel. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction thereof, and the arbitration award is final and non-appealable.

**Termination of Services**

It is understood that these services may be terminated upon 10 days written notice by either party. Upon such termination, YOUR COMPANY shall be compensated for all services performed prior to the date of termination and, if Client terminates the Agreement, YOUR COMPANY shall also be compensated for all remaining profit and overhead on this Agreement. This proposal shall be considered revoked if acceptance is not received within 30 days of the date hereof.

**Schedule of Additional Hourly Rates (If Necessary)**

|                                      |               |
|--------------------------------------|---------------|
| Design Service                       | \$XX.00/hour  |
| Project Management / Meeting Service | \$XX.00/hour  |
| Engineer Hourly Rate                 | \$XXX.00/hour |

By: \_\_\_\_\_ Date: \_\_\_\_\_  
YOUR COMPANY / REPRESENTATIVES

By: \_\_\_\_\_ Date: \_\_\_\_\_  
CLIENT NAME