

## AGREEMENT FOR BUILDING DESIGN SERVICES

### Provided by Masterplan Building Design

AGREEMENT BY AND BETWEEN:

(Designer)\_\_\_Masterplan Building Design\_\_\_ AND: (Owner)\_\_\_\_\_

#### I. Scope of Work:

This agreement is entered into between the Client and Building Designer named above for the performance of building design services.

#### **Project: New Residential Home Design**

#### II. Building Designer's Services and Responsibilities:

##### 1. Design Phase

After consulting with the owner, and based on owner's requirements as to budget, size, location and taste, the Building Designer shall prepare a basic floor plan(s) and elevation of the proposed design for approval by the Client.

##### 2. Construction Documents

Upon approval of basic design by the Client, and after payment of fees by Client as provided hereafter, Building Designer will provide Working Drawings and Specifications consisting of the following:

- A. Floor Plan(s).
- B. Exterior Elevations.
- C. Construction Details.
- D. Schedules: Door, Window & Room Finish.
- E. Site Plan with proposed driveway and related improvements.
- F. Mechanical Plan(s): Plumbing & HVAC (residential type) No engineering work performed. All loads and related work shall be calculated by the plumbing & HVAC contractors.
- G. Electrical Plan(s): (residential type) No engineering work performed. All loads shall be calculated by electrical Contractor.
- H. Foundation Plan & Details.
- I. Building Specifications.

##### 3. Bidding

The Building Designer shall procure bids from qualified General Contractors and ensure that such proposals comply with the requirements of the Drawings, Specifications, change orders and standards set by the Owner for the Project.

#### 4. Contract for Construction

The Building Designer shall assist the Owner and successful bidder in the preparation of a Contract for Construction on the above referenced project.

#### 5. Applications for Payments

The Building designer shall make periodic observations at the site and recommend payment(s) to the Contractor based on the Work in place at the time of the observation. Building Designer will also maintain a detailed account of the cost of the Project which will be available to the Owner for inspection at all times.

#### 6. Change Orders

Owner has the right to make any changes which he may desire in the work at any time. However, any deviation from the Drawings, Specifications and standards set by the Owner for the Project shall be reduced to writing in the form of a change order prior to commencing that phase of the Work. Any such change orders shall be signed by the Owner, Building Designer and the Sub contractor involved.

#### 7. Periodic Observation

A. The Building Designer shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work, and to determine if the Work is proceeding in accordance with the Drawings and Specifications. The Building Designer shall not be required to make continuous on site observations, the Building Designer shall keep the Owner informed of the progress and quality of the Work as per the Drawings and Specifications.

B. The Building Designer shall not be responsible for the construction means, methods, techniques, sequences of procedures, or for the safety precautions in programs implemented in connection with the Work. Nor is Building Designer responsible for the acts or omissions of the Contractor, Sub contractor(s), or any other person(s) performing any other work.

C. The Building Designer's responsibility shall be to provide advice to the Owner and, where appropriate, to the Contractor in order that the Work progresses in accordance with the Construction Documents. In the event that the Contractor does not follow the directions of the Building designer, then the Building designer shall so advise the owner so that the owner takes whatever action said Owner deems appropriate.

#### III. Additional Services

Any additional services beyond the scope of II above shall be provided at the rate of \$ 75 per hour plus any expenses.

#### IV. Time

The Building Designer shall perform services within reasonable time as is consistent with the requirements of the Design.

#### V. Client's Responsibilities

1. Client shall provide a land survey of the proposed site certified correct to the Building Designer, and, if deemed necessary by the Building Designer, the services of a Soil Engineer or other consultants, at the Client's expense.
2. Client shall furnish required information and shall render approvals and decisions expeditiously for the orderly progress of the Building Designer's work.
3. Any changes made by the Client after "Acceptance of Design" are subject to the hourly rate and expenses provided for in Section III of this Agreement.

#### VI. Fees

1. Client shall pay the Building Designer the amounts here stated:
2. Payment schedule shall be as follows:
  - A. Non-Refundable Retainer to begin work:
  - B. Upon Acceptance of Design:
  - C. Upon Completion of Construction Documents:
  - D. Upon awarding of the Contract for Construction:
  - E. Balance due upon issuance of Substantial Completion Certificate:
  - F. On a Time and Expense Method: (\$75.00 per hour minimum plus expenses).
3. Statements shall be rendered for partial (or full) payments on the time schedule set forth above, and payment shall be due within 10 days of receipt. Building Designer shall not be liable for nor shall Building designer's compensation be withheld because of the Contractor's delay, non performance or errors.
4. In the event the Client, for any reason, halts progress on any phase of this agreement the Building Designer shall be compensated for the percentage of the work completed as per item no. 3 above.
5. Building Designer shall not begin work or complete work in progress if payment schedule is not adhered to by the Client.
6. Building Design Services are specifically limited to Section II above.
7. Changes made by Client after "Acceptance of Design" are subject to the provisions of Section III above.

8. A Minimum delinquency charge of 2% of the unpaid balance per month shall be assessed to all accounts over 30 days past due. The Building Designer shall be reimbursed for all costs related to the collection of past due accounts.

#### VII. Ownership of Plans

1. The Drawings, plans and specifications shall remain the exclusive property of the Building Designer; and Client's right to use same is conditioned and limited to a one time use to construct the above described and located project. The use or reproduction of such drawings or plans and specifications in connection with any other construction or purpose is prohibited. The foregoing shall apply regardless of whether the above described project is constructed.

2. This agreement may be terminated by either party upon seven days by written notice should the other party fail substantially to perform in accordance with the terms of this agreement.

3. Reproductions: The Building Designer will furnish 1 final set of reproductions of Working Drawings and/or Specifications. Client shall compensate Building Designer for additional reproductions as requested by the Client or the Client's contractor.

4. Successors and Assignment: Client and Building Designer and their respective successors, legal representatives and assigns are bound hereby. Neither Client nor Building Designer shall transfer or assign their respective interest in this agreement without the written consent of the other.

5. Litigation: In the event action is instituted by litigation to enforce the terms of this agreement, it is agreed that any award or judgment shall include reasonable attorney's fees to the prevailing party and shall include all costs in connection with the enforcement of this agreement by litigation.

6. Scope of the Agreement: This is the entire agreement between the parties and there are no other oral or written agreements or representations between the parties except as expressed herein.

7. Additional Provisions: None.

Client:

Date

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Designer:

Date

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