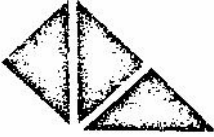


Established 1974

2 South York Road, Suite 2-A  
Hatboro, PA 19040-3326  
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Eric C. Van Reed, President

# Creative Design Associates, Inc.

Architecture • Interior Design • Site & Space Planning  
Pennsylvania and New Jersey Registered Architect

## Agreement

**Dated:**

\_\_\_\_\_

**between The Owner:**

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

**and The Architect:**

Creative Design Associates, Inc.  
2 South York Road, Suite 2A  
Hatboro, PA 19040-3326

This Agreement is valid for fifteen (15) days from the date shown above. Acceptance later is subject to reevaluation based on the Architect's evolving schedule and commitments.

### The Project:

Existing Property Description: The property \_\_\_\_\_ Township. The current property owner is \_\_\_\_\_ mother. The neighborhood is nice, and quiet until a plane from Willow Grove passes overhead. It is perhaps an 8,000 square foot lot in the middle of the block; the house is a 2-bedroom ranch with full basement and unfinished attic. The house is approximately four to five steps above grade. There is a detached one-car garage, with no direct connection to the house.

1. General Project Objectives: (edit as required) Additions and renovations are desired to accommodate the needs of three generations living within the home. It is predicted this will be the retirement home for Charles and Diane.
2. The program includes: a) adding two bedrooms; b) adding a minimum of one bath, and renovating another to be handicapped accessible, if this is not feasible, then adding a second bath; c) renovate the kitchen which needs to be larger for the additional population; d) making better use of the basement; e) master planning the outdoor spaces in association with the above. The Stauffers recognize a budget approaching two hundred thousand dollars may be required.
3. Site Survey Required: Immediately after engaging the Architect, the Owner shall directly engage and pay for a professional survey of the project property. This service is not included in the Architect's fee, however the Architect will make recommendations and coordinate. For one-half acre lots, surveyors are charging about \$1,200 to \$1,400.
4. The municipality has definitive ordinances governing building location, coverage and total impervious surface coverage. Thus before proceeding, we will need a professional "as built" survey. (This does not need to be a "certified property" survey, which is more expensive.) The property drawing should be at the largest scale possible (not less than 1-inch equals 10-foot) which will comfortably fit on a 24 x 36 inch drawing sheet, the information required is: a) property lines; b) the

full street width including sidewalks; c) building footprint; d) grading contours; e) location of underground and aerial utilities and poles which support this house; f) yard setback lines; g) locate significant trees; h) zoning district information; i) all other impervious areas; j) summary of existing impervious areas. The surveyor shall also provide a separate identical plot without any calculations or title blocks which the Architect can use and title as the "Architectural Site Plan." The Architect has a check list and will coordinate with the Owner's selected surveyor.

**General:**

1. **Scope of Service:** The Architect's service is to provide architectural design and guidance to support the Owner's objectives. The visible results of the service are construction documents (drawings and specifications). The documents are: a) a descriptive part of the "Contract for Construction" between the Owner and contractors; b) tools for facilitating communication with contractors, including bidding and negotiations.
2. The Architect makes this agreement based on the Owner hiring a General Contractor, capable of providing all customary and proper insurances and standard industry protections to the Owner and Architect. If the Owner acts as his own General Contractor (GC), then whenever this agreement references "contractor(s)" it shall be interpreted to mean the Owner. Chip Rapp has been introduced as the probable contractor; CDA is always pleased to be on a project team with Rapp Contracting.
3. **The Process:** There are only three (3) major variables in a construction project. They are: a) scope of work (raw size); b) quality of work (expense of materials used); and c) the construction schedule. All of these have financial impact.
4. **Budget:** The Owner can direct the Architect to follow one of two general paths. The first is to design their "dream," and state unequivocally "cost is no object." Alternatively, the Owner may declare a budget, which is an amount of money they can comfortably finance and carry on a monthly basis. The reality is most Owners declare the latter. Thus, they must be candid and forthcoming with the architect about the budget.
5. **The Project Team Approach:** The team is the Owner, Architect, and General Contractor. The Architect will begin services with the assumption the Owner will select a General Contractor (GC) to complete the project team soon after the Concept Design is prepared, and before final Construction Documents are authorized for completion. Respect and protection of the Owner's budget is vital. Only a GC who is experienced tracking the cost of labor and materials has the ability to provide accurate estimating regarding the project scope, quality, and schedule as it is being defined.

General outline of steps:

1. Owner defines a program, budget, and a desired project schedule.
2. Architect provides concept design solutions and documents.
3. Using the concept design documents, Owner interviews and selects the General Contractor.
4. GC provides a "preliminary forecast of construction cost." When acceptable, a preliminary "cost not to exceed" construction contract is executed. Start and end date are agreed upon. GC participates in all following discussions and meetings, providing on-going sub-contractor input and cost evaluations.
5. Concept design is evolved into a more complete "preliminary design." GC updates budget, with additional confirmation of material quality and systems included.
6. Zoning Permit application is prepared by Architect, then submitted to Township by Owner.
7. With zoning and budget approval, Architect is authorized to finish final construction documents.

8. Final Construction Contract updated and signed.
9. GC applies for Building Permits.
10. Start construction.

### **Permits and Approvals:**

1. Zoning review: The Architect prepares the drawing and zoning application. Owner submits and pays the Zoning Application. This step is taken early in the project process to ensure the municipality is aware of the project, and all conditions for zoning approval have been addressed. Zoning surprises, generally because of changing ordinances, are never welcome after the commitment of final design and preparation of the final documents.

The Owner, as the tax-paying citizen, makes this application. Some municipalities resist doing a zoning review without all the other building permit documents, they see it as a way to protect their efficiency. The Owner is requested to persist with this obtain a review, formal or informal, to confirm no zoning obstacles exist and to “lock-in” the zoning rules at the time of project design and not risk that changes could occur before time of project execution. The Owner has a powerful argument for this. The municipality should recognize the Owner is very reluctant to commit the full expense of all professional architectural, and other, services with out this confirmation.

2. Building Permits: The General Contractor will apply for all other permits. Construction inspections of various types are required during the progress of the work, thus the GC should start the permit process and maintain the responsibility for coordinating municipal inspections and personalities. Under the Pennsylvania Uniform Construction Code, “permitting” has become a multi-part process. This requires careful planning and coordination on the GC’s part. There are separate review requirements and forms for: a) life safety and accessibility; b) building design and structural components; c) energy conservation; d) plumbing; e) heating ventilating and air-conditioning; and f) electrical. Because all parts are inter-related, all are required to be presented at the same time. This also includes the individual identification of all the responsible subcontractors.

The Architect’s drawings will describe in detail: a) life safety and accessibility; b) building design and structural components (including interior and exterior materials); and c) energy conservation. To assist the work required for the other “trade permit” parts, the Architect’s drawings may be used as backgrounds by the subcontractors responsible for those portions of the project. Required input from the trade subcontractors may include (but not limited to): equipment sizing, plumbing riser diagrams, design layouts, heat gain and heat loss calculations, electrical load calculations, circuit diagrams, catalog cut sheets and information with equipment energy ratings, and etc. All municipalities, depending on how they handle reviews, are slightly different, with varying requirements.

The point highlighted is this, the Architect is providing documents, which describe the overall building “shell”, locates the major fixtures and equipment, and provides quality “performance specifications” for the trades (plumbing, HVAC, electrical). It is simply not cost effective for the Owner to engage the Architect to design and document the trade permit work. Thus, it is important that the GC engage quality subcontractors able to provide technical calculations, design drawing support, and documentation for the permit process.

### **Basic Architectural Services & Fee:**

The following “Outline of Basic Services” is based on the Architect’s experience with similar projects. It shows the expected progression of services, and is used by CDA as a method of estimating fees. However, each project and client is unique. The delivery of services may vary somewhat from shown,

some steps may take more time, some less, however, it tends to average out. Thus, the fees proposed will not change unless the program changes significantly, or if steps must be repeated. If fees deserve to be adjusted, then the Owner will be informed in writing illuminating the reasons.

Interior finish specifications, doors, hardware, etc: Many decisions are required and must be conveyed to the GC and his workmen. The Architect believes the Owner deserves the fun, excitement, and satisfaction of participating in this process. A format will be prepared to identify needed decisions, and then convey the Owner’s selections.

OUTLINE OF BASIC SERVICES	For CDA use
VERIFICATION and START UP PHASE:	
1. Initial meeting at site _____. Tour home and property, general discussion of objectives. Introduction to CDA’s proposed method of services. Proposal requested.	No charge
2. Agreement Preparation and outline of services: Agreement signed, retainer paid.	
3. Site Survey: Owner authorizes site survey, architect coordinates.	
4. Verifications: Visit site to become more familiar with the existing structure. Take photographs for studio reference. Measure entire house, locate existing doors, windows, and roof slopes, verify structural components as observable. Continue to talk about objectives and Owners share their experience living with the house. 5. Owner is expected to help with measuring, the extra set(s) of hands is necessary. Should take less than two hours. Note: a return trip is may be required to double check a discrepancy, or a condition the design makes critical.	
6. Data Input and Plot “as built” Plan: Load floor plans into computer aided drafting system. Generate a 3-D digital model. 24X36 inch drawing (plot) of the “as built” floor plans with “existing photos” as the background for beginning design work.	
CONCEPT DESIGN PHASE:	
7. Concept Program and Cost Forecast: Prepare a spreadsheet of project costs. This spreadsheet will utilize some simple square foot cost multipliers, and include other project costs. Working with this tool, the Owner and Architect will determine initial project program and building size. This program will be the starting point for the Architect.	
8. Concept Design: The Architect will prepare simple design layouts. Alternatives may be explored with different features or options. The goal is to generate comment, discussion, and feedback from the Owner. This is a process of meetings, ruminating, and making decisions. It takes time, but working on paper is far less expensive than field adjusting. Design drawings are at 1/8-inch scale on 11x17 inch paper for easy and inexpensive reproduction.  This agreement predicts two (2) meetings, plus design time in between, all design meetings are at CDA’s offices.	
9. Concept Site Design: Working with the site survey, Master Plan the property for recreation, landscaping, patios, walks, pets, etc.	

OUTLINE OF BASIC SERVICES	For CDA use
<p>10. General Contractor Selection: Using concept design drawings, Owner initiates a selection process to confirm the General Contractor. Architect is available to assist as requested.</p> <p>The GC becomes part of the project team. It is probable the GC will request a preliminary contract and some method of payment for services.</p>	<p>By Owner with some CDA support</p>
<p>11. Budget Confirmation: Selected GC provides a “preliminary cost forecast” and project schedule. When satisfactory, Owner “signs off” on the concept design. Contractor and Owner sign preliminary “Cost not to Exceed” Construction Contract and Owner authorizes CDA to proceed to Preliminary Design Phase.</p>	
ZONING APPROVAL PHASE:	
<p>12. Zoning Approval: Using the site survey, the Architect prepares the “Architectural Site Plan” and assists the Owner complete other zoning forms. This shows all the information necessary to submit for zoning review and approval.</p>	
PRELIMINARY DESIGN PHASE:	
<p>13. Preliminary Design: With confirmation of zoning approval, the Architect evolves the concept design with additional detail to further define the scope and quality. The GC is confirming quality of systems with subcontractors. A set of specifications is drafted.</p> <p>The entire team is now engaged in the process of meetings, thinking, and value engineering. The Owner is receiving information, allowing them to prioritize decisions leading to the values they want in the project.</p> <p>The budget is re-confirmed.</p> <p>This agreement predicts two (2) meetings, plus design time in between, all design meetings are at CDA’s offices.</p>	
<p>14. Owner signs off on design and budget. Contractor and Owner negotiate the Final Construction Contract. Architect is authorized to prepare Final Construction Documents.</p>	

<b>FINAL CONSTRUCTION DOCUMENTS PHASE:</b>	
15. (edit as required) Evolve preliminary design drawings into final contract documents. Expand scale, add details and specifications. Format to 24"x36" drawings.	0.00
A. Survey: provided by surveyor, integrated into set of drawings	0.00
B. Architectural Site Plan: Completed earlier for zoning application. Add notes.	
C. Existing Plans and Photos: Done in Verification Phase	0.00
D. Basement Floor Plan: Showing all new work, ¼ inch scale, showing dimensions, structural, doors and windows, equipment, etc., and notes.	
E. First Floor Plan: Same as Basement	
F. Second Floor Plan ( if appropriate): Same as Basement	
G. Structural Sections and Details: ½" scale framing cuts through house and the major framing conditions. Anticipates two (2). With details as required. These drawings also describe all the construction materials and the insulation envelope.	
H. Exterior Perspectives in 3-D for quick understanding of project.	
I. Exterior Elevations: Flat elevations for material take-offs and detailed notes.	
J. Environmental Systems: Heating, Ventilation, Air Conditioning: Architect provides a written performance specification describing scope and quality of systems. GC responsible for equipment sizing, selection, and installation design. GC will be requested to confirm with schematic layouts and catalog cuts.	
K. Casework Detailing: For special areas such as kitchens and baths, expand plans and wall elevations to ½ inch scale for additional detail and finish control.	
L. Interior Finish Schedules: Format information for Owner's input and communication to contractors.	
M. Door and Window Schedules: Sizing, catalog info, hardware.	
N. Lighting Fixture Schedule: (also includes exhaust fans and other devises requiring connections) Format information for Owner's input and communication to contractors.	
O. Electrical Plans: (added to plans shown above) 3 floor plans, showing smoke detector system, new power receptacle and lighting layout, including switching diagrams. Circuiting and power distribution design by GC.	
<b>CONSTRUCTION ADMINISTRATION &amp; CONSULTATION PHASE:</b>	
Note: Drawings can never be so detailed that no interpretation is required. GC will be encouraged to call when there are questions.	
16. Final Contract for Construction: Updated and signed.	
17. GC submits for all building permits.	
18. Start Construction.	

19. Simple Clarifications: By phone, Architect will provide reasonable interpretation of design and clarification of drawings as requested at no charge.	0.00
20. On site consultation as requested. Hourly Additional Service	
21. Review of work for quality and completeness. Hourly Additional Service	
22. Trouble shooting for unknown conditions as required. Hourly Additional Service	

**Payments to the Architect**

Initial payment: The Owner shall make an initial payment (retainer) of \$1,200 as part of this agreement and authorization to proceed. \$500 of the initial payment is a non-refundable minimum fee for scheduling and initiation of services. With the completion of the full scope of the "Outline of Architect's Basic Services & Fees" above, the entire initial payment shall be credited to the Owner's final invoice. CDA invoices on a twice-monthly basis in proportion to services rendered.

This agreement presents stipulated flat fees for base program as outlined above.

Fee Summary:

Verification and Start Up Phase:	Edit as req'd.
Concept Design Phase:	\$ 00.00
Zoning Approval Phase:	\$ 00.00
Preliminary Design Phase:	\$ 00.00
Final Construction Documents Phase	\$ 00.00
Construction Administration Phase: additional hourly services as requested.	\$ 00.00
<b>Total for professional services</b>	<b>\$ 00.00</b>

Reimbursable expenses are an additional cost and estimated at approx. \$ 350.00

Reimbursable Expenses are in addition to compensation for Professional Services and include expenses incurred by the Architect in the interest of the Project. The Architect shall be reimbursed for out-of-pocket costs including: 24"x36" blueprint reproduction at \$3.00 per sheet; 11x17 inch computer plots at \$4.00 per sheet, 24x36 inch computer plots at \$30.00 per sheet; toll telephone calls; photography costs at \$20.00 per roll. Mileage for site visits is included, other mileage in interest of project is additional. Outside reproductions when time allows and cost effective for the Owner shall be charged at CDA's cost plus 15%.

Additional Services are those not identified in the Outline of Basic Services. These are services the Owner may elect in order to facilitate the progress and coordination of the project. Additional Services shall only be provided if authorized or confirmed in writing by the Owner. Additional services shall be provided on an hourly rate basis or a negotiated addition to the basic fee.

Schedule: The Architect is prepared to start within 10-business day of notification and receipt of the signed agreement and initial payment. If the team is focused, meetings are held in a timely manor, and budget estimates are addressed promptly, then "the design phases " may be completed within 15 working days. Final construction documents can be completed within 20 working days after the Owner approves and "signs off" on the design phase.

**Other Clauses:**

1. **Maintenance of Property and Liability Insurance:** The Owner shall pay for and maintain property and liability insurance for the structure and the site where CDA is providing services. The Owner shall purchase and maintain "All Risk" builder's insurance during construction and/or verify with the Owner's insurance agent the normal property and liability policies are adjusted to recognize the construction project. The Owner further agrees to have the Architect included on the Owner's property policies as "additional insured." Before the initiation of work at the site, the Owner shall ensure that certificates be issued to the Architect evidencing this requirement has been accomplished, and in addition the Architect shall remain on the policy for one year after the municipality issues final approval or a certificate of occupancy. Note: Adding the Architect as an additional insured will be resisted by the Owner's insurance company. The Owner is asked to understand why this is desired and make an honest effort to accomplish.
2. **Quality and Insurance of Contractor(s):** The Owner agrees he shall engage a General Contractor, or any other specialty contractor(s) directly hired by the Owner, with the ability to provide and maintain comprehensive or commercial general liability and statutory workman's compensation insurance. The Owner agrees to require the Contractor(s), to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Owner and the Architect, its consultants, and the employees and agents of any of them, from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the General Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder.

Specifically excluded from the foregoing are Losses arising out of 1) the Architect's preparation of drawings, opinions, reports, surveys, change orders, designs, or specifications and 2) the giving of (not the failure to give) directions by the Architect, its consultants, and the agents and employees of any of them, provided such is the primary cause of Loss.

The Owner further agrees to require the Contractor(s) to have the Owner and Architect, its agents and consultants, included as "additional insured" on the Contractor(s) policies. Before the initiation of work at the site, the Contractor shall ensure that certificates are issued to the Owner and Architect evidencing this requirement has been accomplished. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Owner and Architect or its agents and consultants, and shall provide that the Owner and Architect be given thirty days, unqualified written notice prior to any cancellation thereof. Note: the Architect can provide a checklist of "Recommended Contractor Insurance Requirements."

3. **Failure to Insure:** In the event the foregoing insurance requirements, in whole or part, are not established by the Owner and met by the Contractor, the Owner agrees to indemnify and hold harmless CDA, the Architect, its agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Owner or the Contractor, but were not.
4. **Control and Supervision of the work:** The Architect shall not have control over or charge of, and shall not be responsible for, construction means, methods and techniques, sequences or procedures, or safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility.



The Architect shall not supervise the work of the Contractor, nor shall he be responsible for directing the Contractor's activities. Site Supervision and site safety are responsibilities which reside solely with the Contractor responsible for the work. The Contractor is in control of the site and protects the Owner by assuming and insuring the risk in return for a profit. The Architect derives no profit from the activities at the site and therefore is not responsible for the risk of site supervision in any form.

5. Construction Cost: The Architect will not provide any form of construction cost estimating. The Owner has the sole responsibility for determining the construction cost and project budget feasibility.
6. It should be understood that for a limited service and reasonable fee, no building design or set of technical construction documents can be made so complete or so perfect that no interpretation or clarification is required. The Architect is providing a graphic representation of how work is to appear at completion. The Architect does not describe how to execute the work. It is expected that the Owner will use competent workmen, expert in their trade, and who provide work completed to the highest standards established by their respective associations. CDA will not describe information which is a "commonly understood construction practice" or is available as "published trade standards."
7. Access to the site: At all times, the Architect shall have access to the Project for observation wherever it is in preparation or progress even if the Owner has not retained the Architect for construction administration.
8. Legal statutes: Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date of Substantial Completion. This Agreement shall be governed by the law of the principal place of business of the Architect.
9. Limitation of waiver of rights: The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction.
10. Asbestos, lead, or harmful earth gases: The Architect assumes no responsibility for asbestos, lead, or harmful earth gases. The Owner shall assume the responsibility for testing, evaluation, and abatement of any material suspected of containing an asbestos, lead, or earth gas (radon) hazard. If these substances are encountered, the Architect shall delay or postpone his services until the Owner engages the services of an industrial specialist to coordinate and dictate asbestos, lead, or earth gas related activities. The Owner agrees to indemnify and hold Creative Design Associates, Inc. free from harm in any situation on this Project where asbestos, lead, or earth gases are a factor.
11. Standard of care: Services performed by Creative Design Assoc. under this Agreement are expected by the Owner to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the architectural profession practicing contemporaneously under similar conditions, within a similar scope of work, with a similar fee schedule, in the locality of the project. No other warranty, expressed or implied, is made.
12. Risk allocation: There are a variety of risks which potentially affect Creative Design Assoc. by virtue of entering into an agreement to perform professional architectural services on the Owner's behalf. One of these risks stems from Creative Design's potential for human error. In order for the Owner to obtain the benefit of a fee, which includes a lesser allowance for dealing with Creative Design's risks, the Owner agrees to limit Creative Design's liability to the Owner and to all other parties for claims arising out of Creative Design's performance of the services described in this

Agreement. The total aggregate liability of Creative Design Assoc. Inc., including legal and defense costs, will not exceed the value of fees earned under this Agreement for professional acts, errors or omissions, and the Owner agrees to indemnify Creative Design for all liabilities in excess of the monetary limits established above.

13. Merge Clause: This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

**Agreement**

If you are in agreement with all the preceding in detail and intend that it be the basis of agreement between us, please sign and return a copy of this Agreement, along with the initial payment (retainer) as our authorization to proceed.

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\_\_\_\_\_

Creative Design Associates, Inc.  
2 South York Road, Suite 2A  
Hatboro, PA 19040-3326

\_\_\_\_\_  
By: edit client name

\_\_\_\_\_  
By: Eric C. Van Reed, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
By: edit client name

Date: \_\_\_\_\_