

AGREEMENT

Duo Dickinson, architect, agrees to perform design, drawing and construction observation services as outlined in the attached Addendum "How We Work" (Rev.3/30/06) for:

Name(s): _____

Address: _____

_____ Work Phone: _____ Fax: _____ Cell Phone: _____ Email: _____

_____ Work Phone: _____ Fax: _____ Cell Phone: _____ Email: _____

Home Phone: _____ Fax: _____ Cell Phone: _____ Email: _____

hereafter known as the Client(s).

For said services the fee shall be determined by the applicable rates of hourly compensation below:

Duo Dickinson	\$175 per hour
Employees	3.5 times hourly wage paid by Duo Dickinson, architect
Travel Time	Billed at 1/2 the rates listed above
Consultants/Outside Services*	Amount billed to Architect plus 15%

* Outside services are defined as any engineering or professional service above and beyond the scope of this Agreement. Such services shall be contracted for only with the approval of the Client(s).

There are two levels of service provided for in this agreement and the client shall indicate below which level of service is required as described below and in the "How We Work" Addendum (attached). The level of service will in turn determine the retainer amount as described below.

Service Option #1 _____ (check if applicable). This level of service provides that we will serve as consultants, rather than as full service architects. The scope of work will be set to a minimum professional standard to provide maximum savings for our clients (please see the attached "How We Work" Addendum for the full implications of this option). **This contract becomes effective when a retainer of \$1000 is received from the client.**

Service Option #2 _____ (check if applicable). This is our "full service" option where we serve as "architects of record" and provide a full scope of architectural services including site observation (please see the attached "How We Work" Addendum for the full implications of this option). This contract becomes effective with the receipt of a retainer. The retainer provided shall be based on the assumption that our final total billing will approximate 15% of the total project budget. For the purposes of preliminary budgeting only, a working project budget shall be stipulated as _____ (please fill in this blank). The retainer shall be calculated as 15% of the total project fee as described above (please refer to Schedule A immediately following this agreement). **Therefore, a retainer of _____ (please fill in this blank) shall be provided to make this contract effective.**

The hourly rates of compensation above cover all costs of reproduction, communication and transportation, except for separately contracted transportation services (airfare, etc.) They do not cover applicable taxes which may be due.

Billings shall be sent out by the Architect, as described in the attached "How We Work" Addendum.

The Client(s) may deduct five percent (5%) of the amount billed for Architect's fees if payment is received by the Architect within ten (10) days of the date of the statement. This discount does not extend to fees of Consultants or other outside services. Billings not paid within 30 days of the billing date will incur a service charge of 1.5% per month, compounded monthly, on unpaid balances until the account has been paid in full. Duo Dickinson, architect reserves the right to cease work on all projects whose balance is more than 30 days overdue.

Termination of this Agreement by either Client(s) or Architect requires written notification. The amount owed to the Architect will be that amount due at the time of the receipt of said written notification.

AGREED TO BY (and their successor and assigns):

Duo Dickinson, architect

Date

Client(s)

Date

SCHEDULE A

RETAINER REQUIRED FOR SERVICE OPTION #2 FULL SERVICE CONTRACT BASIS

(Note: if option #1 is selected, retainer is \$1,000)

PROJECTED BUDGET	RETAINER REQUIRED	PROJECTED BUDGET	RETAINER REQUIRED
25,000	562.50	525,000	11,812.50
50,000	1,125.00	550,000	12,375.00
75,000	1,687.50	575,000	12,937.50
100,000	2,250.00	600,000	13,500.00
125,000	2,812.50	625,000	14,062.50
150,000	3,375.00	650,000	14,625.00
175,000	3,937.50	675,000	15,187.50
200,000	4,500.00	700,000	15,750.00
225,000	5,062.50	725,000	16,312.50
250,000	5,625.00	750,000	16,875.00
275,000	6,187.50	775,000	17,437.50
300,000	6,750.00	800,000	18,000.00
325,000	7,312.50	825,000	18,562.50
350,000	7,875.00	850,000	19,125.00
375,000	8,437.50	875,000	19,687.50
400,000	9,000.00	900,000	20,250.00
425,000	9,562.50	925,000	20,812.50
450,000	10,125.00	950,000	21,375.00
475,000	10,687.50	975,000	21,937.50
500,000	11,250.00	1,000,000	22,500.00

- 1) After we (Duo Dickinson, architect) are called/written, we refer potential clients to our web site, www.duodickinson.com. References are available upon request.
- 2) If they like what they see, potential clients call us for a visit and we come out and discuss/inspect their site.
- 3) If potential clients decide to hire us, they fill out and sign two copies of the contract downloaded off the website, and send them to us for our signature with the appropriate retainer. A signed copy is returned to them and work is scheduled on a “first come, first served” basis.
- 4) All charges by the office of Duo Dickinson, architect, are determined by the hourly charges based on the time we spend on a project plus any costs to us of our subcontractors (typically engineers), which we bill out to clients at our cost plus a 15% handling fee.
- 5) There are two basic contract options. These two options reflect two different mindsets and those two mindsets are reflected in the retainers we ask for up front and the frequency of billing.
 - a. **Service Option #1.** This level of service is intended to minimize our total fee. The scope of our work will allow for a reasonably accurate bid and the obtainment of a building permit. This provides maximum savings for our clients while providing enough design time, drawings, and specifications to create a buildable project. This contract option has these aspects:
 - i. We are consultants rather than full service architects.
 - ii. Clients propose, we dispose (Clients provide explicit guidelines and design criteria – we work within their parameters).
 - iii. We provide minimum drawings for an accurate bid and a viable permit application. Builders are given performance standards versus prescribed product specifications, the dimensions given are critical versus complete, and often the project needs more builder involvement before construction commences to ensure a smooth construction process.
 - iv. The Clients interpret, intercede and specify more. (This means they spend more time on the project than in the approach described in (b) below).
 - v. We do more when we're on the building site (in lieu of having more drawings), but we are only there when asked to be there.
 - vi. This approach often saves money - it can translate into a fee range of somewhere between **11% and 14%** of the construction budget (versus a **16%-18%** average fee in a “full service” fee option - see (6) below). The more Clients know what they want, the less they spend on design services.
 - b. **Service Option #2.** This is our “full service” option where we serve as “architects of record” and provide a full scope of architectural services including site observation. This contract option has these aspects:
 - i. We propose, Clients dispose. We provide options, Clients react, we do whatever is required to explore any and all viable options.
 - ii. We provide a complete set of construction and shop drawings and review all drawings provided by others (such as engineers, landscape architects, cabinetmakers, etc.).
 - iii. Clients are consulted in all relevant aspects of the project.
 - iv. Unlimited site visits during construction, as we think they are needed.

For both fee bases, our billings are often keyed to project stages as indicated in the following timeline of a typical design/build scenario. We will also send out bills when an account balance has accrued to a sufficient level relative to the work that has been provided that we think it is necessary to receive payment, or when we have not heard from a client for a substantial period of time and wish for the account to be brought up to date.

Note that all time spent traveling to your site or meetings involving your project is charged at half the normal hourly rate and site visits are often grouped with other projects in nearby areas, allowing only the weighted average travel hours for each site visit to be charged to the Client.

Once a bill has been outstanding for more than thirty (30) days, we reserve the right to stop work on your project. We will give you a notification one week prior to our stopping of work and, unless we receive a check from you for the balance owing within that one week period, we will stop working on your project. We eschew all liability for any executed work that we have not personally observed.

6) Total Fees. Even though there is no top-out or maximum amount guaranteed or implied in our estimation of our total fees owing, some basic budgeting assumptions have proven to be historically accurate in over 300 projects:

a. New Buildings

- i. For simple designs on benign sites, with as-of-right permitting and limited bidding and drawing revisions, done on our **Option #1** (consultancy fee basis), typical fees range anywhere from **7% - 11%**.

For similar projects on the **Option #2** (full service fee basis), that fee can range from **11% - 16%**.

- ii. For more complex buildings with extensive custom detailing or projects that have heavy regulatory overview/requirements or difficult sites, or have more “value engineering” to control costs during the bidding of the project, the total fees for **Option #1** (consultancy fee basis), will probably end up somewhere between **9% - 13%**.

On our **Option #2** (full service fee basis), the fees on projects such as this typically range from **14% - 19%**.

b. Additions/Renovations

- i. For simple additions/renovations, usually involving little or no bathroom or kitchen work, the total charges for **Option #1** (consultancy fee basis), will usually range anywhere from **11% - 14%** of total construction costs.

For **Option #2** (full service fee basis), those charges will usually be somewhere between **14% - 19%** of the total cost of construction.

- ii. For more complicated projects involving greater detail and bathroom and/or kitchen design and a heavier reworking of the existing building, the charges for **Option #1** (consultancy fee basis), typically range from **13% - 16%**.

For **Option #2** (full service fee basis), the total fees for such projects will usually range from between **16% - 23%** of the total building budget.

Essentially, the complexity and specificity of the design work involved keys the time spent and thus our charges. Therefore, projects that involve custom millwork, custom finishes including tile and floor patterning, intricate lighting or trim designs have more total time expended than projects that are simpler in their aesthetics. Typically, the larger the project is, the smaller the percentage of construction costs our design fees become. In other words, the design fee for a large and simple house will be a relatively lower percentage of the total overall construction budget on either fee basis. Conversely, the design fee for a small, intricate renovation project will be a much higher percentage of the total cost of construction, no matter which fee basis you choose.

In every scenario, client derived changes also impact our total fee, thus the more specific needs are addressed in the early stages of the design process, the less our fee will be. Conversely, if new design criteria or features become new parts of a scheme during construction or in the later design phases, as described in Sections 17 through 20 of this Addendum, we spend more time in revision.

Even though these ranges of total fee costs are offered, they in no way guarantee or indicate what the total fees may be on your project. We will give you ongoing, updated estimates of the status of our fee with each billing and you are more than welcome to review your job's ledger sheet and ask us to provide a fee projection at any time during the project, but we cannot be held to any specified fee cap as there are no two projects which require the same level of service, and there is no way for us to predict the way projects will develop as client predilection and specific site/municipality concerns affect the overall building budget.

Note: All direct communication (fax, postal/Express mail, e-mail) and reproduction (printing, computer time) costs are included in both fee options - there are no separate billings for these costs, but all of our time spent in executing these tasks is reflected in your bill. We will give Clients a 5% discount on our billed amount if we receive payment within ten (10) days of our sending out the bill. Bills not paid within thirty (30) days of our sending will be subject to a 1.5% service charge, compounded monthly. We bill Clients separately for separately contracted transportation and accommodation costs that are authorized by the Client.

7) To begin working on a project we require the receipt of a retainer and two copies of the contract signed by Clients; we will return one fully signed contract to the Clients for their records. For **Option #1**, the contract becomes effective when a retainer of \$1000 is received from the client. For **Option #2**, the retainer provided shall assume that our final total billing will be approximately 15% of the project cost and the retainer shall be calculated as 15% of the total projected fee per Schedule A attached to the agreement.

8) For an addition or renovation project, we go to your site to measure the "existing conditions" – if there are existing drawings we will still confirm their accuracy by an on-site measure. We will focus our measuring and drawing more closely in fee Option #1, whereas we will be more comprehensive when measuring a site when working on fee basis Option #2.

9) For addition and renovation projects, we will send you the "existing condition" drawings for your review once they are completed.

10) After contracts are signed and the retainer checks received, clients do their "Homework":

- a. For addition/renovation projects, sketch upon/note up the existing condition drawings with any and all your thoughts and suggestions.
- b. Make a prioritized list of ALL items needed/wanted - two lists can be made if there are irreconcilable individual predilections.
- c. Collect a folio of images from magazines - with both positive and negative meaning for the project. These images need not have any direct bearing on the project. Snapshots of buildings or parts of buildings you've visited are also valuable. Client-executed drawings are also welcome.
- d. Locate a survey of the property or have one made. Note that a tax map is usually not adequate to obtain a building permit. If the project involves an addition and there is no municipal sewer system, provide an "as-built" drawing of the existing septic system, usually on file in Town Hall if it was installed in the last thirty years, if one is not available, one may have to be created by a local septic service contractor.
- e. Assemble a list of contractors who might bid the project (from neighbor referrals, etc.). We have lists of many contractors but there is always room for more good companies.

11) We go to clients homes to receive all of the items in Item 10 above.

12) After we receive Client "Homework", we often execute a zoning code analysis to determine the limitations on the project - setbacks, coverage, height, etc.

13) Design is initiated at a small scale, usually in plan view only. It is important to note that these are rapid fire hits, and negative Client feedback is just as important as positive comments. We simply do not do "killer presentations" designed to convince you to follow our lead.

On a consultancy basis (Option #1), we usually limit our work to between one and three solutions.

On a full service basis (Option #2), we are not limited, and often generate five or six solutions.

- 14) After we've had a chance to settle on a basic course of action (after meeting as often as needed), we can make models depicting proposed solutions (for Option #1 we get permission before we build a model). A model at 1/8" = 1'-0" for a modest building costs between \$500 and \$1000 to build, with additional options/changes at \$200 to \$500 per revision.
- 15) Once a basic design approach has been agreed to, we'll send out a bill for the completion of the Preliminary Design Development Phase.
- 16) Upon receipt of the Preliminary Design Development payment, we develop a complete set of hardline Budget Bid drawings usually at 1/8"=1'-0" scale with door and window specs, basic material specifications, essential structural notes and details. Upon Client approval we send these drawings out to contractors for bidding, usually execute contractor walkthroughs, and we send you a bill. Budget bids are usually back within six weeks of our sending out the drawings.

The numbers we get back from contractors for Budget Bidding are to assign relative values to project parts and options - they are not very useful as hard dollar amounts because they are non-binding estimates used for further design development and possibly narrowing the list of contractors being considered for your project.

This step can be bypassed if time is of the essence, and if there is confidence in the budget (saving at least a month of time).

- 17) Once the Budget Bid Phase payment is received by us, Design Development proceeds to what we call the Schematic Design Phase with hardline drawings usually executed at 1/4" = 1'-0" scale. When we've finalized the design at this scale through meetings, mailings, faxes and phone calls, we'll send you another bill for the completion of the Schematic Design Phase.
- 18) Once we've received the Schematic Design Phase payment, Contract Drawings are prepared and specifications are written with a complete final bid set sent out to bidders. These drawings involve construction notes, structural design by our consulting engineers, and large-scale details. We send a bill once these drawings go out, and bidding takes a month or more.
- 19) Once the Contract Drawing Phase payment is received and bids are received and analyzed, revisions to the Contract Drawings are made and Shop Drawings are begun - if needed. If the project involves custom millwork, large scale drawings are sent out to bid for prices.
- 20) Clients and the contractor selected to build your project sign a contract - keyed to our final, revised construction drawings and specifications, commonly referred to as Construction Drawings. The building permit is obtained by the contractor.
- 21) Before construction proceeds, the contractor is required to review all of our drawings and specifications, and then to ask any questions and point out any ambiguities or errors in our work. Once all issues have been resolved, construction can commence.
- 22) Site visits occur once a week (in Option #2) or are scheduled as work progresses. Clients can be present, but this is not required. If we are working on a consultancy basis (Option #1), visits occur as requested by the contractor or the Clients, unless the Clients wish to have us visit at our discretion.

This is the part of our service referred to in our Agreement as "construction observation". It's important to note that we are present to answer questions and to confirm that the contractor understands the intent of our drawings. We are the Clients' agent at all site visits, serving to protect their interests. We cannot guarantee that the work is being done precisely to our specifications because we cannot be on the site at all times during construction, and we do not "supervise" the contractor - the contractor is responsible for all "methods and means" of construction, i.e., the contractor will determine how he builds the project, we show him what to build. We are also always ready to answer any and all phone calls and faxes immediately. If desired by the client, we can review requests for payment, add/deduct proposals and other contractual aspects between the owner and the contractor - we act as advisors only, and do not warrant that either party is in compliance with the particulars of their agreement.

- 23) When Clients are close to occupancy, we often do a walk-through with the Clients and contractor to put together a final "Punch List" of items yet to be finished.

- 24) Once the Clients move in a bill is sent out. The retainer is then deducted with the net balance owing. If final payment is not received within eight weeks of billing, we reserve the right to file a lien on the Client's property, as well as apply the service charges called out in our Agreement. After receipt of the final payment, subsequent billings are sent only if further work is performed.
- 25) If agreeable to the Clients, the project is photographed and hopefully published, all requests for anonymity are respected.

SERVICES NOT INCLUDED IN OUR TYPICAL SCOPE OF WORK
(the costs of which are not anticipated in Section 6 of this Addendum)

We can assist you to obtain these services, but we must charge you for our time or serve as a clearing house for subcontractors, charging you a 15% surcharge on their billings that we pass on to you.

- 1) **Surveying.**
- 2) **Subsoil analysis or engineering.** Most sites are benign, but some need more investigation and analysis.
- 3) **Mechanical Engineering.** Most projects involve the general contractor's suppliers in the final engineering of the plumbing/heating/electrical systems, but often municipalities require a stamped drawing. Occasionally, the nature of our design requires a higher level of specificity than is offered by off-site manufacturers' services, (for example sprinklering for fire suppression needs an engineered design for permitting).
- 4) **Cost Estimating.** We will provide ball-park guesses only.
- 5) **Garden or Landscape Design.** We will consult and assist - or help you retain a qualified landscape architect or garden designer.
- 6) **Shopping Services.** We will help you find sources, but we only help facilitate purchases that you make. We are not responsible for any errors that a supplier might make - this includes general contractors and cabinetmakers. The Clients are the purchasers of all goods and services, we merely send out drawings for bid and assist Clients in making a decision. If we do not write a check for the product we will charge nothing for the use of our office to obtain wholesale prices except the hourly costs accrued in providing the service. If we do have to write a check, we will add a 15% surcharge to what the item costs you.
- 7) **Obtaining a Building Permit.** We will provide all necessary materials, and we will assist you or the general contractor with form work, but we do not walk the projects through city hall unless you are willing to cover our costs of doing so, including, for major urban areas, the cost of an expeditor.
- 8) **Time Estimation.** We cannot be held to any timetables for design, drawing, bidding, or construction. We'll give you our best guess, but that's as good as anyone can do with custom residential work.
- 9) **Construction Supervision/Controlled Inspections.** We do not manage the construction of the Client's project; we verify that to the best of our knowledge, the construction follows the design and specifications we have provided the contractor. The contractor is responsible for all data on costs and all estimates of time, and is responsible for the way the project construction sequence and timetable are planned and executed. We are the Client's agent and an objective voice and will direct the contractor to rectify errors that are contradictory to our plans and specifications at no added cost to you.