**AOA**

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**ARCHITECT • OWNER** (client) **AGREEMENT**



**AOA** ™ 2016.22

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**1. DATE OF THIS AGREEMENT**: **\_\_\_/\_\_\_\_/\_\_\_\_.**

**3. THIS AGREEMENT IS BETWEEN:** Owner (client(s)) & Architect/Design Professional below (see par.750 for more data):

OWNER(s)/Client(s): Owner/Client 1:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Owner/Client 2:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(Client(s)=you, your and related terms per par.310).

ARCHITECT/Design Professional:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (us, our, we and related terms per par.310).

**5. OWNER/Client(s) & ARCHITECT/Design Professional AGREE TO** all of the previous and following statements, definitions, dates, information, terms & conditions, descriptions & terms of service of this entire multiple page agreement.

**7. THIS AGREEMENT IS FOR THIS PROJECT**: (see Exhibit A project scope description below for more information)

Project Name: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Residence.** Address (if any): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Latitude \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_N, Longitude \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_W, on \_\_\_\_\_\_\_ +/- acres.

Note: you should delete all red guidance notes before printing form & have your Attorney(s) adjust for the location of the project. This form is not a valid contract until Architect’s Attorney(s) reviews, edits & approves.

**8. RECORD OWNERS**: Client/Owner(s) represent that they are the record owners of the real property (above) to be improved.

**9. DEFINITIONS**: see par. 310 below for definitions used in this agreement.

**10. DISPUTE RESOLUTION PROCESS (ultimately: BINDING ARBITRATION):**

(Client initials evidencing agreement to binding arbitration: client 1:\_\_\_\_\_\_\_client 2:\_\_\_\_\_\_)

(Our initials evidencing agreement to binding arbitration: us:\_\_\_\_\_\_).

You agree to limit any disputes to the following: in which you (Client-Owner) contend we (Architect) are responsible for errors & omissions exceeding the “ArCH-RASoC2015” (Residential Architecture Standards of Care, 2015 edition) (see: <http://www.archomes.org/arch-rasoc2015>). Prior to this, the dispute resolution process has 4 steps: 1st: sincere & polite personal conversations on phone or in person (not e-mails). There must be at least 3 documented discussions on specific dates resulting in no resolution before proceeding to the next step. We will take minutes of such discussions. 2nd: As a condition precedent to further dispute resolution proceedings, you shall obtain a written, signed, sealed & notarized impartial opinion from another reputable Architect licensed in the agreed upon project venue established in this agreement, attesting that we have violated the referenced Standards of Care (indicated above) and setting forth the specific factual basis for such opinions, referencing specifics in the Standard of Care. 3rd: mediation. 4th: **Binding Arbitration**: any and all disputes arising out of this agreement shall be subject to binding arbitration, to be administered by the AAA (American Arbitration Association), and in accordance with the AAA Construction Industry Rules, including a forum selection naming the venue indicated in par. 20 below (unless we elect to exercise par.35.). No legal court action is permissible under this agreement. You agree not to initiate a dispute due to anything other than our lack of adherence to the Standards of Care referenced above for services for which you have paid in total. All actions must be brought within one (1) year from the date of our issuance of Construction Documents (CDs) published by us for Bidding. In the absence of our CDs or Bidding, this 1 year period shall be measured from the last date we provided service on this project per our date(s) on our drawings. Failure of you (Client) to bring said action within the one (1) year date of our service shall constitute a full & complete waiver & release of any rights, actions, or cause of actions that may have arisen in favor of you. Time is expressly of the essence of this provision. It is agreed to & understood that this time period may be shorter than otherwise provided for by law.

**20. VENUE/Non-Joinder**: (venue agreed to: Client initials: client 1:\_\_\_\_\_\_\_\_client 2:\_\_\_\_\_\_\_\_ us:\_\_\_\_\_\_\_\_\_\_\_).

Any actions (including the arbitration described in par. 10 above) will take place at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (physical street-city-state office address of Architect’s Attorney closest to Architect’s office in state of Architect’s office). It is understood that we entered into this agreement with this venue as a main point of agreement and you agree Not to attempt to change this venue. It is agreed to & understood that this provision may be otherwise than allowed by local, State or Federal laws. You also agree to have your contractual provisions regarding your agreement(s) with your Contractor, Attorney &/or other parties involving this project to omit comments of “joinder” or other mentions of us from being involved in any legal or arbitration proceedings in those agreements. You agree to enforce the venue stated in this par. 20 in this ArCH-AOA Architect-Owner Agreement and to exercise your influence in compelling others to comply. You agree to Not sign any agreements with other 3rd parties naming us as participants (and/or “joinder” or related language) until you are able to compel others to remove us (and the words “Architect” or similar verbiage) from such possible dispute resolutions involving other 3rd parties (with whom we have no agreements involving this project). You agree to never seek to compel us as participants in any actions involving any 3rd parties regarding this project, and to protect, indemnify and defend us against any other 3rd parties who might seek any actions against us involving this project.

**30. RECOVERABLE COSTS**: in the event you (Client) attempts litigation rather than following the agreed-upon dispute resolution process per par. 10 of this agreement, and we successfully compel arbitration in accordance with this agreement, you agree that the Arbitrator shall be entitled to award damages to us for our costs, including reasonable attorney’s fees, to compel arbitration in accordance with this agreement, including venue provisions.

**35. LIMITS OF LIABILITY**: (Limits of liability agreed to: initials: client 1:\_\_\_\_\_\_\_\_client 2:\_\_\_\_\_\_\_\_ us:\_\_\_\_\_\_\_\_\_\_\_).

You agree that our liability, whether arising in contract or tort in any way related to or arising out of this agreement is $25,000 or half of our paid invoices (not including reimbursables), whichever is less. This means: in the event of a dispute, if we choose to issue a payment to you (even though not an admission of any culpability), in the lesser of the values set forth above, there will be no possible action of any kind from you or other parties, including arbitration and all matters past, present, pending & future will be considered resolved permanently.

Betterment: in the event we accidently omit some feature from our documents and you want this item added to the project, and the Contractor charges you more for it, because it was not included in the original price, because it was not shown, you agree to pay the Contractor for the item and not attempt to coerce us to pay for this item. You understand that you have no damages in such circumstances: you are merely being charged for something that wasn’t originally there.

**40. ADDITIONAL OPTIONAL SERVICES**: items Not in Basic Services, or any other Service Package, if desired & requested by you in writing, at additional fee per our hourly rate (see par. 50.2), such as but not limited to: drawing changes, Record Drawings, interior elevations and other interior design work (beyond that contained in any selected package), 3D work (beyond those already quoted and provided in the various service packages) and other work not in Basic Services or in your other chosen Service Package(s). HVAC, plumbing, energy/green calculations are by Contractor (or others), and you will require those of your builder and others that provide them. We will determine what is included in each of our Basic & Additional services using our own procedures & practices. There may be fixed fees or hourly rates quoted for some Optional Additional Services and Service Packages later in this agreement.

**50. FEES**: We agree to perform our services for the fees indicated in Section 800 for the Service Package you choose in Section 800 (those services in the packages are individually described in detail in Section 500). We also may provide other Additional Services you may select from Section 600, and possibly Section 700, as described in those sections and for the fees indicated in those sections.

For any Fixed Fees quoted or hourly rate(s) services, see Section 800, 600 & 700. Hourly based compensation from you to us means: how many hours we spend on your project multiplied by our hourly rate(s) is the amount owed by you to us and paid to us by you, when we invoice you for those services. We control extent of your changes on fixed fee projects.

50.2 **Hourly Rate**(s): If some, any, or all of our services are provided hourly, this will be charged to you at **$\_\_\_\_**(fill in your rate or rates)**/hour**. Rates are multiplied to the nearest quarter hour for each task, with .25 hour being the minimum per task.

50.3 **Invoices** will be electronically attached to e-mails from us to you, at least once a month (or more frequently), in amounts we deem appropriate for work accomplished, or if hourly: for the number of hours multiplied by our hourly rate.

This does not include detailed hourly breakdowns or accounting, but rather a single hourly total for the billing period and brief description of the activities accomplished. See EXHIBIT B attached to this agreement as an example. If you wish detailed daily or other breakdowns, this will be provided as a paid accounting service at our hourly rate.

50.4 **Reuse fee one-time charge: $\_\_\_\_\_\_\_\_\_\_** (amount you charge to reuse any of your existing designs as a beginning basis, or remove this sentence, if not providing) in addition to the fee paid for Basic Services (and other fees for other services you have chosen), for using any existing design of ours as a starting basis for your project.
50.5 **Initial Payment: $\_\_\_\_\_\_\_\_\_** (enter the amount you charge to begin work)to begin work & secure our services, non-refundable, applied to last invoice for our Services (or whenever we determine, if prior to then) and per Section 800 as payment for some other item(s) in the Basic Plan.

50.7 We are Not “work for hire.” We are the actual creators of the intellectual property and we maintain sole and exclusive ownership of all works we create.

50.8 Should you decide at any time to stop our services or abandon your project, you will owe us for our work accomplished up to the point of your written date of notice to us on the date that we receive such notice.

50.9 Should you delay, abandon, or otherwise stop or not continue our work for your project for more than 1 calendar year, we have the right to increase our agreed-to remaining fees and fee rates indicated in this agreement, by at least 8% per year from date our work was last performed, to date of work continuation. However, we have the right to use our newly prevailing fee rates existing at time of work resumption, at our option, which may exceed this paragraph’s stipulated % fee rate increase. We will notify you of such fee changes prior to our resuming our work, in this event. If you do not agree to pay the increased fee rates, we can either negotiate a reasonable compromise with you, or not perform any further work, at our option. Should we stop further work on this project due to this impasse, all paragraphs remain in effect. We also reserve the optional right to request that you sign new agreement form(s) that we are currently using that may have replaced a previous agreement format, when you have had your project on hold (as above) and you wish to resume the project. Such new agreement form will replace the previous form and you agree that the new agreement’s provisions shall replace the previous agreement and that the previous agreement is null and void.

**60. REIMBURSABLE CHARGES**: we will also charge you, in addition to the above, the following: (note: insert your rates in the blanks for the various items) $\_\_ per 24”x36” sheet plot, on white bond paper. FedEx (FE): $\_\_/9x12 Envelope, $\_\_/Pak, $\_\_\_/5 lb.tube (more for heavier and/or larger items; all charges subject to FE increases). Car/Vehicle @ $\_\_/mile (may be modified upward by us, due to increasing fuel costs). Air travel & accommodations requested or made necessary by your related requests: cost+\_\_%(insert your markup rate). Photocopies: 8.5x11@$0.\_\_, (including us printing copies of emails, shop drawings & other submittals & correspondence of your project for our files, for which you will be charged at these rates), 11x17@$\_\_\_, $\_\_/#10 US mail, $\_\_/9”x12”.Other costs at cost+\_\_% (insert your markup rate). When you request sets of drawings to be run, you agree to pay us to run an additional set for our in-house administrative purposes.
Licensure in State of Project: if we determine that it is either legally required or prudent (solely in our opinion) for us to become licensed in the State/jurisdiction of your project through reciprocity, you agree to pay us for our costs associated with this, if we are not already registered there. These costs will likely involve NCARB file transmittal charges, State license application fees, possible State privilege tax & other charges, which we do not control. We have historically seen these costs vary from $1,000 to $1,500 for the initial license, but this could be more or less in the project state. You agree to allow us to pay for this in advance from your initial payment, when and if we determine this, along with any later recurring yearly costs associated with our licensure there, as a reimbursable cost, if your initial payment funds have been already used. (Delete this last portion about reciprocity if there is no chance that this will happen on this project)

**70. PAYMENTS**: you agree to pay us promptly for each invoice in full, within 10 days of the date we have posted on our invoice to you (this means: you will need to put your check into an envelope to us within 2 to 5 days of receiving our e-invoices in order for us to receive your payment with the 10 day payment period). If we meet with you in person to present work, you agree to pay invoices presented at that meeting. If you have questions about an invoice (or services performed), that will not delay your payment due to us. Invoices not paid within 15 days incur a 1-1/2% late fee + 1-1/2% per month late fee, on the additive total, after that date. You agree to make checks out to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (your legal company name in bold caps). You agree that you are responsible for our costs of payment collection, including reasonable attorney’s fees, if you do not pay us when payment is due. After we send you an invoice, your project will be stopped until you pay us. If you delay payment to us more than a month after invoice date, we will dead file your project. If we dead file your project due to your non-payment, there will be an additional $5,000 reactivation fee charged to you + past due amounts at such time as you may wish us to restart your project. You agree to have no actions against us for this policy. You have 5 calendar days (from date on our invoice(s)) in which to question charges, otherwise such disputes are permanently waived by you. When we email you an invoice, you agree to immediately reply with an email to us with the words: “Got it.” With this simple courtesy from you, we will know that you received it. If you do not respond in this manner, we will phone you to confirm that you received our invoice.

**80. SOFTWARE/Copyright**: Everyone agrees to use the Architect’s software & version (which is presently AutoCad2015LT (replace the previous AutoCad and foregoing MS Office with the software you use, including any particulars, such as the following), in modelspace only) readable on Architect’s computer, and Microsoft Office 2013 suite of products. The software and version are subject to change as determined by us. We are also presently experimenting with other software (subject to change). We retain all CAD/computer drawing digital files (not for distribution to anyone) and other intellectual property we have created. We provide you with PDFs as the main deliverable. Our design is protected by copyright and may only be completed, copied and transmitted by us. Only we may send our documents to anyone at any time, before, during or after the project construction. We license our completed Construction Document drawing set to be used by you to build this 1 project in 1 location, 1 time, which license is granted only after you pay us in full for all of our Basic Services plus other charges due. This license is non assignable and non sub-licenseable. You may Not file for copyright registration of any of our works and/or drawings. Use of our documents without our license infringes on our copyright and you agree that relief per par. 10 is an appropriate immediate remedy for us to use to stop infringing uses, along with all other remedies available to us.

**90. CLIENT CONSULTANTS**: we have no consultants for this project. Only the Client provides consultants. Client will require all consultants to coordinate with us before, during and after completion of their work, to our satisfaction, with software compatible with ours, per par. 80. We may recommend that you provide certain consultants.

**100. SURVEY**: Client is responsible for providing and paying a surveyor (licensed in the State of the project) for his property documentation and having the survey(s) created on computer per par. 80 in compliance with our requirements. We need certain items indicated on the survey & your Surveyor will provide these. You will provide us with the Surveyor’s contact information and instruct them to comply with our list of requirements, which you agree to allow us to provide to them, and you agree to require that the Surveyor will provide those features we indicate.

**110. STRUCTURAL ENGINEERING**: Client is responsible for providing and paying a Structural Engineer licensed in the State of the project, to provide structural engineering for this project, per par. 80. You will have your Engineer coordinate with us, as we request, and provide us with their State license #, before they begin their work and you will have them coordinate with us before they quote you a fee. Structural Engineer will, at a minimum, provide foundation plan, foundation details, Floor & Roof Framing Plan(s) (if of anything other than pre-engineered structural items), and review, check & calculate dimensional framing, check & size lumber beams, check LVLs, size dimension lumber joists & girders per code along with checking, noting & reporting to us their comments regarding our electronic architectural drawings with respect to structural items and overall stability, shear walls and structural connections & reviewing our Div. 2, 3, 4, 5, 6 specifications & making suggestions for structural improvement directly to us & coordinate with us to our satisfaction, & any other items structural engineer feels is prudent for the project, including wind loads + any seismic loads. This structural engineer is not responsible for factory-made pre-engineered trusses, as this type of truss and LVL beams are being engineered by the Contractor’s truss provider (who is solely responsible for those structural items). Your Structural Engineer will be responsible for all structural aspects of this project. We are Not Structural Engineers and hereby disclose this to you. You agree not to hold us responsible for any structural issues.

**120. OUR ASSISTANCE WITH CONSULTANTS**: Although we may or may not assist the Client in obtaining or coordinating Client consultants, we will not be held liable for Consultant work or performance.

**130. COMMUNITY REQUIREMENTS**: Neighborhoods and various permitting authorities have height restrictions, deed restrictions, health department guidelines, architectural committees & other requirements. Although we will do our best to satisfy such requirements, we will not be held responsible for neighborhood committee acceptance or rejection of designs. We are not responsible for obtaining permits of any kind, including but not limited to: site, septic, well, building, or HOA (Home Owner Association). SEPTIC PERMIT: Your having a “septic permit” may not mean that your property is approved for a septic installation. You will likely have to pay others for professional soil testing & digging test pits to obtain a Septic Construction Permit from the Health Dept. (Department), before you have viable septic permission. You agree to provide us and your Surveyor with your septic construction permit so that your Surveyor can illustrate this information on the Survey (which we will use on our Site Plan). Our showing a possible planned septic area shall not constitute a guarantee that you will be allowed to place your septic in such location. Only the local Health Dept. can determine the specific location, size and type of your septic system. The Health Dept. will need to verify the suitability of any such indicated “possible” locations. If you have any septic or other utilities already installed, including future items, like septic repair areas (that have already been approved by the Health Dept.), you agree to have your Surveyor include those features on the survey provided to us.

**140. LOCAL PLANNING & BUILDING DEPT**: You agree to assist us, by verifying certain information about your project, such as, but not limited to: community requirements, planning department, health department and possibly some building department requirements, well & septic setbacks from buildings, wells, septic systems, roads & other requirements regarding building setbacks from property lines and each other, maximum heights of new buildings at certain distances from property lines & other requirements. You will verify information about your location & availability for electrical power service, phone service, water & sewer service & similar necessary information & share it with us, including the contact names, phone numbers, e-mails and physical mailing addresses for the jurisdictional authorities. When we request certain information about your property & send you an e-mail or other communication, you agree to assist us in documenting your project’s requirements. You will have your surveyor document requirements that can be illustrated on the Survey, such as, but not limited to: Building & vegetative Setbacks, Easements, certain tree sizes & other applicable items. We may directly contact any or all of the above entities to assist you in obtaining the above information and you agree that is acceptable.

**160. YOU AND WE WAIVE CONSEQUENTIAL DAMAGES**: for claims & disputes & for insurance covered loss. You & we also agree that if any loss is covered by insurance, that each party waives all rights to subrogation to the extent of covered losses.

**170. SEVERABILITY**: if any legally binding entity finds any part of this agreement unenforceable, then all other parts of this agreement will remain enforced to the maximum extent permitted.

**180. CONSTRUCTION COST**: we are Not responsible for your desired construction cost. You understand and accept that your decisions about what you want and what your contractor decides to charge you determine the cost of your project. Although we may or may not share with you our opinions as to possible cost, you acknowledge that such opinions of ours do not guarantee or warrant that actual construction costs will be similar to such opinions, or within any range. We have found that people typically want more house and more features and higher quality than they usually want to pay to build them. It is likely that the prices you receive from builders will be higher than you would like them to be. Our job is to design what you ask us to design (along with our artistic & technical expertise) and you acknowledge that is the extent of our responsibility. In the event that we may or may not work with you to make changes to the design to address your budget concerns, we are Not responsible for ensuring that the design will meet your desired construction cost.

**190. TIME**: we will accomplish our activities within what we deem a reasonable time, based on our workload, the requirements of your project, and your responsiveness. We are not responsible for your length of review times of our work. Our work takes time to properly perform. Time is Not of the essence for this paragraph of this agreement and you agree that we shall Not be liable to you for delays in completing our documents (or those of others) and our other activities for your project. At our option, we will very likely be stopping your project when we issue an invoice, until you pay the invoice. We also typically stop the project (at our option) when we send you a submittal to which we are requesting your approval in writing (email) and your permission allowing us to proceed with the next phase of work. You will not assign responsibility to us for the time you take to review our submittals we have sent to you. There will also be additional time to insert your project back into our work schedule, which often will be longer, the longer you take to approve the submittal we have sent you. We will often be working on multiple projects and cannot stop the ongoing work on those efforts immediately to resume work on your project the same day that you approve us to proceed on your project. You will find that we will work for weeks or even months during certain phases, during which time there may be little to no communications from us to you, as we are in the process of performing the work on your project; you understand and accept this. During particularly involved work phases, we may issue invoices for work in progress with no submittals of the in-progress work until later in the phase.

**200. RESPONSIBILITY FOR CONSTRUCTION & PRODUCTS & SYSTEMS**: Construction means & methods employed by or selected by your Contractor are not our responsibility. It is Not our responsibility to monitor or address onsite safety issues, as such responsibility is vested solely with your Contractor. Your Contractor is solely responsible for the proper construction of the project, consistent with our final Construction Documents, locally enforced laws, regulations, health department policies, Codes, State adopted Codes, Federal requirements, and consistent with the installation requirements of the manufacturers of the products installed by the Contractor into the project. You agree to hold us harmless, indemnify & defend us, from any losses, claims, causes or action or demands arising from the acts of your builder(s), including any claims made by you or 3rd parties that may be injured or die, before, during, or after construction, during occupation, or for any construction defects, however you will not be required to indemnify us for any damage caused by our sole negligence. You agree & understand that we are not responsible for any manufacturer’s products or systems, which may or may not have defects in them, unknown to us at their time of specification. You agree to indemnify us and hold us harmless for any defects found in any such products or systems that may become known at any point after their use in your project, and that you will seek damages directly from the manufacturers of such products & systems, and that you will not involve us.

**210. RISKS OF PROJECT OWNERSHIP**: you agree and understand that building & living in a home and other project type has risks. You accept those risks and agree to hold us harmless for the following non-exhaustive list: any injuries or death or other adverse result, involving anything in the built project, including but not limited to: accessing cabinets higher than 7’ above floor level, falls over steep terrain on the sides of driveways, home, stairs, or other site or built features, and that we are not liable for the constructed project in any way. You agree not to hold us responsible for maintenance on your built project. Wood rots, sealants fail, roofs can leak and a host of other situations can and do occur. You acknowledge this and you agree to properly maintain your project to prevent these from occurring & from continuing, including adding flashings, sealants, re-roofing, re-tiling, fixing plumbing issues, and other measures as fine-tuning to help maintain your project over the years, including periodic material, coating, system & component replacements, by means of your employing licensed Contractors to perform these maintenance activities.

**220. YOUR APPROVALS/CHANGES**: you accept that when you allow us to continue on to other drawings & activities of the project, that you are approving the work that has been accomplished prior to that date. For instance, when we send you an e-mail requesting your permission to allow us to proceed to prepare exterior building elevations, & you respond affirmatively, you are approving the Floor Plans & other work done to the point upon which the elevations depend. This is because elevations depend on the Floor Plans. Changes you request to the Floor Plans after this point, if we are on a fixed fee agreement with you, will be accomplished as an additional services hourly charge. This applies to any work item of ours that depends on previous work items being done that need to be adjusted prior to new work being done. If our services are hourly, you are welcome to request whatever legal changes you wish, whenever you wish, understanding that you are paying us to accomplish your requested changes & any other items affected by your requested change, as long as we agree that such changes are prudent and represent good design practice. If we have a fixed fee agreement with you, we will control the amount of changes you can make to our work within that fixed amount (typically none, meaning that any and all changes will be charged hourly). We will advise you if you are requesting something that we intend to charge you for as an additional service, & receive your written agreement (typically in the form of an e-mail from you indicating your acceptance) for that before we do such additional work. You are paying us (in any fixed fee arrangement) to design your project once. Should you want multiple optional arrangements or changes to designs, those will be accomplished at our hourly rate. We may or may not agree to modify whatever it is that you want changed, but that is solely our choice, particularly if this is a fixed fee agreement. If we are on an open-ended hourly basis with you, we will modify whatever you wish, as long as it is legal and complies with what we feel is good design practice. We reserve the right to Not make changes you request if we believe those changes are not good practice. You agree to Not take any actions against us as a result of such circumstances. You are accepting our judgment and our documents, details, systems and other choices we are making on your behalf for your project.

**230. ASSIGNMENT OF OUR CONTRACT TO ANY 3rd PARTY**: We do Not agree to have his work assigned to any 3rd party entity such as, but not limited to: a bank, surety, or other entity.

**240. REFUNDS**: there will be none. You understand that we are providing you with services (not physically built products) and that once a service is performed, it cannot be undone & that you agree to pay us for what we have done, in full, along with the initial payment to secure our services. If you decide that there is something about our services that you do not like, you still agree to pay us for what we have done.

**250. SOIL BORINGS**: we highly recommend that you have soil borings/investigation provided by State licensed geotechnical engineers with a scientific report analyzing such borings, revealing the nature & structural stability of the ground and bedrock under your proposed project, including recommendations for structure, foundations & other site stability features, such as grade stabilization, & send this to us & Structural Engineer immediately. Lack of information about your soils can have serious consequences for your project & we strongly recommend that you have your soil analyzed prior to any design & construction work. This analysis may or may not be required by local regulations & you are responsible for determining this & for providing this service. If you decide to have this analysis performed, provide us with the contact information of your soils engineer, in writing, before the soils professional quotes their fee to you. We will want to request certain features of the soils analysis. If not provided by you, your structural engineer & we will assume 2,000 psf bearing capacity and cohesive soils not subject to erosion by rainfall or other water or other elements moving over or underground. You agree that we are not responsible for the stabilization of your soils or for other soil conditions. You agree to allow us to send our list of Geotechnical requirements directly to your Soils consultant and to allow us to directly communicate with them.

**260. EXISTING CONDITIONS**: we make no certifications or representations as to the stability, suitability, quality, code compliance, durability, healthiness, functionality, fitness or correctness of purpose or any other characteristic of existing buildings & grounds, including but not limited to: existing buildings and/or structures of any kind, septic systems, soils, geology, forests, pavements, tanks, fencing, gates, locks, systems, drainage, structural elements, roofs, floors, walls, foundations, electrical, plumbing, HVAC (Heating Ventilating Air-Conditioning), doors, windows, appliances, sloping or level grades, boulder walls, retaining walls, or any other existing items you have that may or may not be involved with this new project. You agree that we shall be held harmless by you for existing conditions created by you, your workforce or by any other and/or previous 3rd parties & you agree to indemnify and defend us against any and all claims, whether raised by you or 3rd parties, in any way arising out of existing conditions (and other conditions created by others over which we have had no control in creating) associated with your project.

**270. USE OF OUR DOCUMENTS**: Our final, completed signed & sealed Construction Documents (CDs) are what you need to build the Architectural portions of your project. You agree to not attempt to build the project without these. Should you decide to stop our services prior to our completion of our CDs, you agree that no use will be made of our incomplete documents by you or others who may be involved with your project(s). You will not allow others to work on our documents or attempt to complete and/or change them. You will also need Structural Engineering and other items to permit & build this project.

**280. MISC**: this agreement is the entire understanding between you and us, unless modified in writing with our mutual handwritten signatures and signature date. This agreement shall not be deemed to create any contractual relationship with any 3rd party. There shall be no 3rd party beneficiaries to this agreement. We are allowed to place a yard sign on the project property until completion of the construction (approx. 2’ x 3’ with our logo, name & contact information). Perfection is neither promised nor expected in our and other’s documents. We adhere to a professional standard of care (per par. 10). You understand that you are to provide your own Builder’s Risk Insurance on your proposed home construction project (which we may or may not indicate in our specifications) (note: make sure that your specs or other project notes indicate the foregoing & following), covering such things (but not limited to): fire, theft, wind, earthquake, flood and other risks to your under-construction project. The Builder is being told (typically in our specifications) that you are providing your own insurance in this regard (if you have us managing the Bidding for this project). We make no claims as to appraised value of this designed project(s), amount of money to be loaned, insurance value, project sales price or other valuations. You agree that we may photograph the site & home before, during & after construction and when occupied, inside & outside, and may use these images as we wish, copyright protected by us. We determine what & how information & things are included & illustrated on our documents, including the level of detail, drawings & specifications. See attached pages for the various Professional Service Packages, Additional Conditions & Optional Services. You and we agree to Not disparage each other publically through social media or other publically displayed means, for any reason. Should you violate this, you agree to pay us for our efforts & those of our attorneys to have you remove such items. Nature of services is iterative: we create something, then edit it with your input until it is adjusted. Rarely is anything created that is perfect immediately. You agree that we are Not responsible for changes made by others after the issue date of our documents and for changes made by others who did not coordinate those changes with us, including construction changes by you and/or others. Stray marks: any stay marks that you may put on this agreement have no force or effect unless you & we both initial and date such marks.

**285. EXPECTATIONS** : (Expectations agreed to: initials: client 1:\_\_\_\_\_\_\_\_client 2:\_\_\_\_\_\_\_\_).

Your expectations for our fees, time, project level of completion & your construction costs:

Our Architectural Fees: you can expect multiple individual invoices from us to you, each ranging from several hundred dollars, to several thousand dollars, to well over ten or twenty thousand dollars+ each, (note: adjust the previous sentence if this is a very small project, otherwise leave it in, especially if your services are provided hourly) depending on the work being performed. See par. 50 & Exhibit B (example invoice). This will often occur over several months (note: adjust previous if this is a very small project), with one or more invoices per month, but could be more or less, depending on the scope of work for your project, the changes you want & complexity. For total fee range examples, you may wish to see historic examples from 3rd party resources such as: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (note: insert here any 3rd party website links that you may wish to refer to, if any, or eliminate the previous sentence) although we are charging hourly (note: adjust this previous if you are charging by some other method) and our fees will be per par. 50 and we are not bound by what such 3rd party resources may indicate, meaning that your project total fees could be more or less, based on the actual work we do for you. Typical distribution of work/fees throughout most projects (which can vary significantly depending on amount of services provided in each phase): Architectural Project Work Distribution Diagram:

SA P SD DD CD B/VE CA time🡪

This diagram means: our work & fees may begin lower, then rise substantially during DD and CD phases, then probably continue at a lower amount for months during CA. See par. 310 for diagram definitions.

Your Time Expectations for Our Work: will often be several months (note: adjust previous if this is a very small project), once your response times, your requested changes & review times (which extend the project time) are included, along with the work of others, such as your consultants. See par. 190. However, depending on the scope of work, this can be more or less, as determined by us.

Your Project Level of Completion Expectations and when: As can be seen by the Architectural Project Work Distribution Diagram above, the majority of documentation work for us is in the CD (Construction Document) phase. The project documents will be done at the end of the CD phase. You understand this.

Your Construction Cost Expectations: it is guaranteed that your imagined amount of construction cost will almost always be significantly less than the actual amount you will end up paying to build your project. Why: most people do not know construction costs and make erroneous assumptions. The Architect does Not know the detailed costs either; only the Contractor bidding & building your project will know that. Here is a 3rd party reference that you may wish to view to help you better understand historic costs of construction: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ although we do not guarantee any information from any 3rd party resources, nor any conclusions you may draw therefrom. (note: insert any website links you may believe will help your Client to better understand construction costs if you wish. Otherwise, delete last sentence: but before you do: this is one of the rare chances you have to help educate your Client about the costs of construction, which can be a huge issue). We will Not be providing you with detailed estimates of the cost of construction. Why: because we will be wrong. Cost estimation is an extremely involved technical task and there are always errors and you are not paying us to perform estimates; that is Not part of our work under this agreement. Each Contractor, in our free-market society, can charge whatever they wish. This is the reason cost estimation is unreliable. We do not want the liability associated with such estimates and you are agreeing that we have no liability regarding the construction cost of your project. See par. 180. However, we may, from time to time, mention that choices of yours may be impacting your cost of construction up or down. And, with no liability, we may or may not have opinions that your cost of construction may or may not be around a possible dollar per square foot value, but this is merely a guess, based on our experience and in no way constitutes any guarantee that your actual cost of construction will in fact be within that or any particular range.

**287. COMMUNICATIONS** : You would like us to contact you on the progress of your project at the following frequency & method: X email phone call video conference in person

 once a day once a week once a month X as determined by Architect X when we invoice, with email.

However, you have the right to contact us whenever you wish, by any method, to discuss your project. Phase reviews are typically accomplished using video conferencing via Skype if you and we are in different locations.

**290. NOT FOR CONSTRUCTION NOTICE**: A “Not For Construction” notice will remain on our drawings/ sheets & until we are paid through CD (Construction Document) completion, and after you provide item(s) in par. 90, 100 & 110 to us, after our coordination with consultants, and after we have determined that other issues we believe are important have been resolved. This is a company policy of ours (and also is typically required by most State Boards of Architecture as a safety provision, however, our company policy will be enforced). You agree that you (or others acting on your behalf) will Not bid, price, build, or attempt to build the project from incomplete documents that have our NOT For Construction note on them, nor will you allow anyone to remove our Not For Construction note. Only we determine when our construction documents and other documents are complete. Our completed documents will bear a “For Construction” note. (note: make sure you implement these types of notes on your documents: most AHJ require them).

**300. FINAL SIGNED & SEALED PAPER CD (Construction Document) SETS**: You agree to require your final selected General Contractor (GC) to provide and send (with GC prepaid return means to & from all parties) a minimum of 6 hardcopy paper sets of the final CDs at the size we request (usually 24”x36” unless we indicate otherwise), sent to us to sign & seal (with GC prepaid return courier service), after your GC first sends these sets to any Structural Engineers or other disciplines requiring signing & sealing. We will keep one of these CD sets for our records. The Structural Engineer will keep one set (to be sent to the Engineer by the GC). The GC is to forward one of these final signed & sealed CD sets to you. The GC is to use the remaining 3 sets to obtain the building permit and to have at least one signed & sealed CD set on the jobsite. If the AHJ (Authority Having Jurisdiction) requires more sets, the GC is required to furnish those to us and the Engineer for signing & sealing, as required by the AHJ. We do NOT provide any hardcopy sets or paper drawings to you or anyone else, within our Basic Services. If we are licensed in the State of the project, and if the AHJ informs us that they allow us to electronically sign & seal, we will do so (before the GC downloads & prints the sets), after all other requirements are met.

**310. DEFINITIONS**: (includes upper and lower case and plural and singular uses of all terms):

AHJ = Authority Having Jurisdiction.

Architect/Project Manager/Design Professional = “we”, “us”, “our”, “ours”.

CO = Change Order (or in some circumstances: Certificate of Occupancy, depending on the context).

GC =General Contractor.
“Everyone”, “others” = Client’s consultants, Client, Contractor, other parties.
Other parties = anyone other than you and us.
“Owner(s)” and/or “Client(s)” = “you”, “your”, “owner”,” they”, “Owner(s)” and/or/both “Client 1”, Client 2”.

SA=Site Analysis. If you pay us for this, we analyze your site for this project, as we determine and send you a PDF report.
P = Programming: we listen to your desires for this project, take notes, ask questions & send you a report.

par. =paragraph

The parties = you and us.
SD=Schematic Design: we design the initial architectural aspects of this project, providing services we determine.

DD=Design Development: we develop the design, creating additional drawings & sheets and other services we determine.

CD= (also “CDs”)=Construction Documents. We create detailed architectural working drawings & specifications for this project, providing services we determine.

B=Bidding (see agreement par. 500.6 for more information).

VE=Value Engineering (see agreement par. 500.7 for more information).

CA=Construction Administration. (see agreement par. 500.8 for more information).

3rd parties = anyone other than you and us.

“&” = and.

**350. AGREEMENT:** signatures immediately below indicate agreement with all of the above, previous and following ArCH-AOA Architect-Owner Agreement terms, dates, statements, terms of service, descriptions & all other provisions:

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ X\_you sign here\_\_\_\_\_\_\_\_

Client 1print name: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Client 2print name:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (your firm name printed here)

**500. DETAILED DESCRIPTION OF SERVICES CONTAINED IN THE** Section 800 **PROFESSIONAL SERVICE PACKAGE MENU & OTHER OPTIONAL SERVICES NOT CONTAINED IN THOSE PACKAGES:**

**500.1. ADDITIONAL CONDITIONS, SERVICES & OPTIONAL SERVICES** (even though some or all of the above & following services & optional services may not be selected by you and you will owe nothing for them if they are not selected by you, the Conditions in each paragraph above, below, and on the following pages all apply to and are part of this agreement).

**500.2 BASIC SERVICES INCLUDE**: (par. 500.2.1, par. 500.2.2 & par. 500.2.3)

500.2.1 Architectural services: **Programming** notes, **Schematic Design**-**Design Development** & **Construction Documents** (CDs). We determine what is in each phase of work & what is on the drawings, specifications, & other project documents we provide, using our software, systems, notes, dimensions, details, materials, procedures & guidelines. You are paying us for what we do. We are not responsible for other’s efforts, or lack thereof, such as, but not limited to: contractors, engineers, regulatory agencies. We include what we feel is prudent in our documents, which may exceed minimum code. In general, we adhere to the documents indicated in the ArCH-RASoC edition indicated in par. 10, which may vary from project to project. We decide what is appropriate for each project and you agree to this. We do not detail everything. Our fees do Not include engineering. Our Basic Services do Not include Additional Services. Our deliverables to you are electronic, usually as emailed PDFs or as we determine. We do not provide you with hardcopy paper for anything. You will need to have your local print service print hardcopy sets if you want them. Our Basic Services are intended to allow you to obtain the Architectural portion of your Building Permit (your Contractor obtains the permit). We will provide a level of detail we feel is prudent, utilizing our standard of what we consider good practice. You understand that while each project varies, during Basic Services, Construction Documents will almost always be where the bulk of our work is accomplished and where most of our hours will be spent (see par. 285). You agree to allow us to take the time we feel is necessary to create what we believe is a proper set of architectural documents for this project. You agree & understand that we will be assigning various items to Owner Optional Upgrade Bid Packages and other items to the Base Bid Package, as we deem appropriate. (Adjust previous sentence to suit your practice).

500.2.2 A single 3D exterior view of the project (See par. 500.5.1 for more information).

500.2.3 Licensing of us in State of project, if determined by us per par.60 & 800.1.4 . (delete this line if not a possibility that this will happen in this project)

**500.3. CABINETRY ELEVATIONS:** (not in Basic Services) if we perform the Schematic Electrical service, we suggest that you also have us perform this service. The two are closely related. For instance, when drawing the wall elevations of the cabinets, we will also indicate the switches and outlets and visible task lighting above and below the cabinets & indicate appliance connections, if we have done the electrical schematics. We will also include the **INTERIOR DESIGN GEOMETRY** of the walls behind the Cabinetry, indicating wood, stone, drywall or other treatments we design for you in this optional service.

**500.4 SCHEMATIC ELECTRICAL:** we recommend that you engage us to provide this service. It is Not typically required by building departments (even so, we will charge you additional for this service if we provide it, as it is Not included in our Basic Services). If you do not have us provide this, confusion can result when you try to communicate what you want & where you want it to an electrician in the field during a brief walk through the rough-framed house. There are hundreds of items to be considered. This is not engineering, but rather: location of items. Our services include: Electrical Legend Sheet, and schematic Electrical Floor Plan of each level of your proposed home (heated and cooled spaces) & garage, indicating electrical receptacle locations, light switches, built-in lighting locations in plan view, ceiling fans, bathroom & kitchen exhaust fan locations, assumed appliance connections (subject to contractor’s verification of appliances you choose), TV outlets, computer outlets, main & secondary electrical panels assumed (size and loads to be engineered by Electrical subcontractor), technology panel assumed location, any heated floors, outdoor lighting attached to the house, and possibly options for outdoor lighting in certain locations as we determine. You may elect to not have some of these features. We recommend that if you have us create your electrical schematics that you also have us create your Cabinetry Elevations, as the two services are closely related.

**500.5 3D IMAGERY**: These are Not included in our Basic Services (with the exception of a single 3D static view of the project in the BASIC PLAN). (Delete previous if you do not provide) We suggest that you consider this three-dimensional electronic rendering service. These services can greatly assist your ability to understand the design, allowing you to verify that the project is what you want, as well as assist the bidding contractors to understand the project, your bank, appraisers and others. Contractors often bid higher when they do not completely understand something and having 3D imagery all but eliminates geometric questions from builders about how things fit together.

500.5.1 **A SINGLE 3D EXTERIOR IMAGE OF THE HOUSE** (modify or eliminate below to suit your practice)

Includes 1 single still electronic computerized JPG and/or PDF image rendering of Exterior of the proposed house, looking at house from an angle. We will choose the angle we feel best depicts your project and we will choose colors we feel best work for your project for the rendering. We will control amount of detail. As we pay a one-time charge to the 3D service we use, and you are being charged a one-time fee for this service, you will Not be able to modify the rendering unless you pay extra to us so that we can pay technicians more to modify their initial work, such additional amount(s) to be determined by the nature of your requests for any changes. Payments for 3D services will be in advance.

500.5.2 **A 2ND 3D EXTERIOR IMAGE OF THE HOUSE** (Similar to item immediately above, but from a different location.)

500.5.3 **A 3D 360\* ANIMATION AROUND THE EXTERIOR OF THE HOUSE (MOVIE)**

(modify or eliminate below to suit your practice)

Includes one 360 degree electronic computerized file (type determined solely by us) animation moving around the Exterior of the house, from 10 seconds to 30 seconds long (we determine length). The same conditions regarding changes & settings for the still renderings apply to this animation as well. We determine all characteristics of the animation.

Time of service: this may take about a month or more, depending on complexity.

500.5.4 **INTERIOR 3D MOVIE:** Includes one electronic computerized file (type determined solely by us) of 10 to 30 seconds (we determine length), moving through a portion of the Interior of the proposed house project. This will Not include interior views of All rooms and will Not include interior design services of interior treatments if you have not previously paid to us to design interior design elements. We will possibly select default generic furniture for animation purposes (not necessarily your furniture choices, unless you wish to pay extra). Client changes requested to Interior 3D images and other features has the same conditions as the other 3D imagery above.

500.5.5 **ADVANCED 3D PACKAGES:** These will be on a customized quote basis, with us proposing prices for services you request, then obtaining your approval in writing & payment in advance, prior to services being performed. This service is Not part of any of the Service Packages quoted elsewhere.

**500.6 BIDDING MANAGEMENT SERVICES (B) & CONTRACTOR PRICING UNDERSTANDINGS**: (not in Basic Services) We recommend that you have us perform this additional service for you. Bidding is Not part of any other Services. You are paying us for our services, if you decide to have us bid out this project for you. You are not paying us for the results of our services. We do not guarantee any particular result from bidders, whether we are bidding the project for you or not. We do not control what Contractors decide to do: if you decide to have us provide Bidding Services, our services do not guarantee that contractors will submit proposals or that any prices from any contractors will reflect numbers that you will find acceptable or that such proposals will reflect our documents. Our bidding services primarily have to do with trying to find interested bidders by means of Internet research, phone calls, distribution of our documents (typically electronically) to interested bidders, answering contractor questions, creating & distributing addenda as we deem necessary, & reviewing proposals, if any. If you are not satisfied with contractor bids (or lack thereof), you may request us to rebid the project, understanding that you will pay us for this repeat service, if requested by you in writing. You understand & agree that we are not responsible for the results of the bidding. We are not responsible for finding and securing bidders for your project (although we will certainly search for them, find whatever GCs there are available that might be interested, and solicit them), nor do we promise that you will. We make no representations, warrantees or guarantees that there are qualified interested Contractors local to your project that are willing to undertake this project and that are used to dealing with technical documents of the sort we produce. We do not control the resources or manpower available in any particular area. You may possibly find it necessary to engage a more commercially oriented contractor from a more metropolitan area that is more used to working with technical documents. If you decide to bid this project without our assistance, the above possibilities still exist. You understand this paragraph & agree to hold us harmless for any lack of Contractor interest in your project, or for Contractors’ possible unresponsiveness to requested procedures in our documents, for bid amounts that you find unacceptable, for contractor’s suggestions as to other materials or ways of doing things that differ from our documents, or for any reason relating to bidding and contractor’s preferences. You understand that some contractors may find our documents as having more detail than they are accustomed to seeing. You understand that we typically provide specifications and we also often use a numbered notation system (note: coordinate/modify this system with your practice) and some contractors not used to working with detail-oriented Architects may not be used to these. You agree not to take any action against us for contractors’ comments and actions (or lack thereof) regarding our methods, documents, specifications, notes and other procedures. You have read and understand “How to Read an Architect’s Drawings” article at this link online on the internet: <http://www.archomes.org/public-awareness-programs/how-to-read-architects-documents> . We include what we believe is professionally prudent, which may exceed minimum code. You understand that Minimum Code does not necessarily make a good project. You may ask a contractor if he can reduce the cost of your project, after you see the bids. Undoubtedly, your contractor will be able to suggest degrading the quality of several items to reduce your cost and may even suggest having the project documents redrawn to reflect his cost cutting/ degradation efforts. He and others may say: “this is the way we’ve always done it,” or similar comments. This is because some builders may be used to building lower quality projects for a broader range of clients who typically may not engage architects & engineers for their design, or who do not care what lies hidden behind the walls, under the floors and ceilings of their projects, that is, until there is a problem. Some of these projects may look acceptable when they are new, however, what is concealed underground, in the walls, in the connections and other areas can be where there are cheaper elements that can make these projects weaker, more prone to leak, less energy efficient and can have materials that need replacing more frequently, require more maintenance and can even be destroyed in certain conditions. While such degradation of the quality of the project will certainly cut costs, we do not feel it is prudent to degrade the ability of your project to deal with such elements. We will consider substitutions if you or the contractor pay us our hourly rate (see par. 50.2) for the additional service of Substitution Analysis. We will not degrade the quality of your design & our documents that we do not consider prudent and not in accord with your health, safety & welfare. Any changes you request that we make to our documents will be at our hourly rate in par. 50.2 and we will proceed with mutually agreed to, hand-signed changes (approved by you and us jointly) after advance additional estimated payment for these changes is received from you to us. If you decide to accept any of the Contractor’s quality degrading suggestions without our written, dated & hand-signed consent, our design responsibility is nullified for such changes and related elements (which can include the entire project and grounds in our sole opinion). During Bidding, we may provide addenda as we deem necessary to further update and coordinate the documents; with technical content we solely determine is necessary. Analyzing Contractor proposed substitutions and client-requested changes to our documents at this stage are Not included in this service (such activities will require separate additional compensation to us if you request them).

**500.7 NEGOTIATING/ VALUE ENGINEERING (N/VE):** (not in Basic Services) This service starts when the Bidding Contractors have submitted their prices and you have decided that you believe those prices are more than you’d like to pay to build your project. This is normal. You are agreeing to this understanding. What usually occurs next is a Value Engineering process often involving the Architect, Engineer(s), Contractor, and in the end, you. This is where Contractor, Engineer & Architect make suggestions to reduce the construction cost, with the Contractor deciding what reduced amount he/she would be willing to build the project for, subject to the cost-cutting items with which you agree. We can spearhead this process, if you desire.

You should expect higher pricing than you hoped for and be prepared to deal with it by engaging us to perform this service. We make no guarantees or assurances as to the outcome, however we will Negotiate with the most desired one or two Contractors and attempt to Value Engineer their prices so as to hopefully lower their prices by asking them to lower certain numbers, and by removing certain requirements from the project and allowing certain substitutions suggested by the Contractor(s) that we believe might be acceptable. You will make the final determination if these Value Engineered changes will be acceptable to you. You understand & agree that we are not responsible for the cost your Contractor decides to charge you to build your project. This N/VE will be in the form of remote/online emails, phone calls & spreadsheet analysis and will Not include any services to actually change any documents at this point, nor any in-person meetings.

**500.8 CONSTRUCTION ADMINISTRATION (CA)**: (not in Basic Services) we highly recommend that you have us perform this additional service for you. While it is not typically required by building departments, having your Architect periodically observe the in-progress construction and review and approve Contractor submittals, including pay requests, monitoring changes, shop drawings and the like, is one of the few methods you will have available to you for an impartial professional review of your project, which is likely to cost you hundreds of thousands of dollars, or more. Having your design professional(s) involved during construction can assist you in understanding that your project is being built in general conformance to project documents. If you have us periodically visit the under-construction project, we will note easily observable non-conforming items seen by us on our construction site visit reports, if those items are conveniently visible when we observe your project. CA services are Not part of Basic Services and must be requested by you in writing (a dated e-mail is acceptable, with our confirmation back to you, confirming the date). We will document with you what specific CA services we will perform and when, in writing, should you decide to have us perform some of these optional additional services. We are Not responsible for what the Contractor builds; we do Not control the Contractor, nor are we responsible for finding and determining all instances of non-conforming construction. Services during CA will be outlined in writing by us in an e-mail and sent to you for your approval prior to any CA services being rendered. (🡨 make sure that you do this) We determine extent of CA services. Note: your GC (General Contractor) will be having shop drawings prepared for various detailed items and the cost of such shop drawings will no doubt be passed along to you, along with the other GC costs. If you do NOT have us perform CA in amounts we deem advisable: you assume all responsibility for issues arising out of the construction phase, including, without limitation: the interpretation of the construction documents (and all contract documents) & construction observation. You waive any & all claims against us and you agree to defend, indemnify and hold us harmless from any and all claims, liabilities, damages, demands or costs, including reasonable attorney’s fees, arising out of or in any way connected with the performance of CA by any others. There will very likely be construction Change Orders (CO), as a result of, but not limited to: unknown concealed conditions in items such as (but not limited to): subterranean conditions (even though soil borings may have been provided), concealed conditions inside any existing systems of walls, roofs, floors and any other unknown conditions in any existing items. We do Not control such existing circumstances. However, you may also create COs due to your requests for changes after you sign the contract with your Builder.

**500.9 PROJECT MANAGEMENT (PM) SERVICES**: (not in Basic Services) such as: Lending institution coordination, Insurance company coordination, Appraiser coordination, Attorney coordination, creating & monitoring project time schedules, cost estimating (for which we are not responsible), coordination between your consultants or helping you obtain consultants, color- finish- fixture- appliance-fixture selections/purchasing, possible Master Site Planning, planning future facilities, extremely detailed design services of items you want especially detailed, and misc. services not covered in other services, as requested in writing by you and agreed to by us in writing, detailing services.

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**600 OPTIONAL ADDITIONAL SERVICES NOT CONTAINED IN ANY OTHER PROFESSIONAL SERVICE PACKAGE(S):**

*Client to initial the box(es) to the left for those services desired, to activate those services for this project. Boxes Not initialed by you will mean that those services to the right of them will NOT be included or performed by us.*

**600.1 OPTIONAL INTERIOR DESIGN**: in our other Services, we are not detailing everything, especially interior items which may involve enlarged elevations, details and enlarged plan & section views. Should you desire this, this will be charged at our **HOURLY** rate in par. 50.2.

**600.2 OPTIONAL RECORD DRAWING SERVICES**: In any of our other Services, we do Not include any existing documentation of existing conditions if this project involves any existing buildings or elements of any kind. If the client does not have accurate existing drawings of any existing homes or buildings or other features or elements, the client will need to obtain those Record Drawings from either a professional computerized drawing 3rd party, upon whose accuracy we will be allowed to rely, using the software that we require (per par. 80.) or you can pay us to take measurements in the field of such existing homes, portions of homes or buildings (if we decide to offer those services to you), then transfer such field notes to custom created Record Drawings by us. All such Record Drawing work on our part will be charged at our hourly rate in par. 50.2 (in addition to our Basic Services & other services fees) and you agree to pay us for this service. You may activate this paragraph at any time before our design services begin, by the means of an e-mail, requesting this service or agreeing to it. **You will make an advance payment of $\_\_\_\_\_\_** (🡨 enter starting amount) to us prior to these services beginning, to be applied to the total for this work (which could be more). It is expressly declared that any such Record Drawing documentation provided by us (Architect) is approximate & general and will Not precisely define where existing elements, components, walls, roofs, floors, windows, doors, driveways, paving, decks, beams, structure & other items may be located to any degree of precision. We are not Surveyors and do Not use lasers or other high-technology means to document existing conditions. We are limited primarily by our use of tape measures and what surfaces are conveniently available to position the start & stop points of the measuring tape. The tape can sag or be bent around obstructions encountered in the field, making measurement approximate and not precise. Therefore, we typically will have notes on our drawings indicating that the Record Drawings upon which new work depends is Not perfect and that the Contractor will need to field verify dimensions & locations in the field of existing & proposed improvements dependent on existing conditions. (🡨 make sure that you do this)

**600.5 OPTIONAL CHANGES/CONFORMED DOCUMENTS**: Should we assist you by providing the optional Value Engineering services, or not, and a reduced price to build your project is offered to you by the Contractor and the Contractor and you desire to have our documents changed to reflect the changes necessary to reduce the project cost, you agree to pay us to produce those modified documents at our hourly rate in par. 50.2. To begin work on this task, you agree to pay us **an initial sum of $\_\_\_\_\_** (🡨 enter initial amount) to start this work, with the total amount being our hourly rate x the hours we expend in making the changes (which can exceed this initial sum). You agree and understand that you will need to pay us an additional amount to make these changes, and that these changes are Not part of our Basic Services or any other services.

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**700 PROJECT ROLES:** In the event that this project is located in a place where we do not believe it is realistically possible to obtain architectural licensure through typical reciprocity in a reasonable time (and if we believe architectural licensure for this project is required or wise), you agree that our project role will become that of “Design Professional” (Project Designer & Project Manager), and that we will engage another Architectural firm that is licensed in the location of the project, who will act in the role of AOR (Architect Of Record). This paragraph is not an option for you. It is our option, which we will exercise when and if we deem it necessary, as we will likely do in the State of California (delete California if you are licensed there) in the USA, and elsewhere we deem it prudent. In this event, the AOR will be legally responsible for the project by the AHJ (Authority Having Jurisdiction). We will divide the various project duties with the AOR as we and the AOR deem appropriate. Your agreement will remain with us. We will invoice you for all charges from the AOR, at a rate of their actual invoices + \_\_\_% (🡨 adjust % to reflect your markup), + our own billing per this agreement. Any phrasing in this agreement referencing “Architect” and/or “Design Professional” may be applied to us as the Project Designer & Project Manager and/or applied to the AOR, with us retaining all controlling aspects of the agreement(s), as we are the entity with whom you are signing this agreement. In the event we deem it appropriate to make a change in the AOR, we, as your Project Manager will do so. (Delete this entire section 700 if this has no chance of happening)

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**750 IDENTIFICATION OF THE PARTIES:**

**Owner/Client Contact Information**:

Client 1: printed name:\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Client 1 cell phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client 2 printed name:\_\_ **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Client 2 cell phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client main home phone(s):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Client main office phone(s):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client1 e-mail(s):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Client 2 e-mail(s):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client mailing address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client physical address (if different from mailing address):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Architect/Design Professional**: (company name):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (name of authorized person for company): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**EXHIBIT A: BRIEF DESCRIPTION OF THIS PROJECT SCOPE:** (subject to adjustment by our Programming):

(adjust below to reflect a brief description of the important aspects of this project)

Client(s) has indicated that the Architect is to design a new HOUSE on their property, with such features as will be Programmed.

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**EXHIBIT B**: Invoice example: (follows):

(TO ARCHITECT’S USING THIS FORM: DELETE THESE RED NOTES BEFORE USING THIS PAGE!

Add a next page with that one next page having a PDF or JPG of your company’s typical invoice format, illustrating how you are going to invoicing this Client. Make sure this is a “cleansed” invoice without any real previous Client names or locations on it. You may want to use the ArCHinvoice format which you may obtain on the ArCHwebsite here: <http://www.archomes.org/product/archinvoice> ArCH has attached an example of this as the next page, which you can use in your agreement if you wish. However, if you are using a different format, make sure to change the next page to be whatever format you are using for your company’s invoices.)



**Professional Service Package Menu**

(NOTE: MAKE SURE YOU FIT THIS MENU OF SERVICES ONTO JUST 2 PAGES AND DUPLEX PRINT THEM ONTO A SINGLE PIECE OF PAPER BEFORE PRESENTING TO YOUR CLIENT(S). See “Special Note #1” in the red notes section after the form.

**800. PROFESSIONAL SERVICE PACKAGE TO BE PROVIDED & FEES:**

We agree to provide certain Professional Architectural Services for this residence project for the fees indicated in the Service Package you choose under this section: *CHOOSE ONLY ONE PACKAGE by initialing to the right of that package header. The package you choose includes the services of any lower 800 packages that come before that package. Packages bearing higher 800 numbers that you do Not choose or initial, contain services that we will Not be performing.*

800.1 **BASIC** PLAN (800.1 services below) this package selected by: Client initials: client 1:\_\_\_\_\_\_\_\_client 2:\_\_\_\_\_\_\_\_

800.1.1SERVICES TO BE PROVIDED:

We will provide you with the architectural design of a residence, including our Basic Plan Services, as a minimum. Other services & buildings may be added to this agreement, as the parties may determine, by written (emails) agreed to by both parties, with us documenting those added scope items.

800.1.2 **BASIC SERVICES**. (see par.500.2 for more detail).

800.1.2.1aFee for these services (above in Basic Plan) is **HOURLY** at our indicated standard hourly rate. (see par.50.2 for rate(s)). (Delete this Hourly sentence entirely if your fee for this is by Fixed Fee)

800.1.2.1bFixed fee for these services (above in Basic Plan) is presently **$\_\_\_\_\_\_\_\_\_**. (🡨 enter amount) If being paid as fixed fee, this is to be paid for in advance, just prior to this service starting. (Delete this previous fixed fee sentence entirely if your services are hourly)

800.1.3 **SINGLE 3D IMAGE OF THE EXTERIOR** of the Exterior of the proposed House (see par.500.5.1 for more detail).
800.1.3.1aFixed fee for this one 3D service (immediately above in Basic Plan) is presently **$\_\_\_\_\_\_\_\_\_\_**. (🡨 enter amount, or delete this Fixed Fee section if you are billing hourly) The fee for this single 3D view is being funded from your Initial Payment.

800.1.4 Licensing of us in State of project, if determined by us, using portion of your initial payment per par.60.

*What you receive in the above Basic Plan*: The services provided above, the design of your house, based on what you’ve told us, our creativity, experience & skills. We provide PDFs for your review each phase, ultimately providing architectural Construction Documents. Your Contractor uses these to help obtain the architectural portion of the Building Permit & guides them while building. We provide a single 3D view of your home exterior to help you, your Builder, Lender, Insurer, Appraiser & others see what your home looks like, which answers questions, expediting your project as a shared vision.

(If you changed the services provided, change this)

800.2 **INTERMEDIATE** PLAN (800.2 services below) this package selected by:Client initials:client 1:\_\_\_\_\_client 2:\_\_\_\_\_

Package includes: BASIC PLAN (above), Plus:

800.2.1 **CABINETRY ELEVATIONS** (& Interior Design Geometry of walls at cabinets). (See par.500.3 for more detail).

800.2.2 **SCHEMATIC ELECTRICAL.** (See par.500.4 for more detail).

800.2.3aAdditional Fee for these 2 services (immediately above in Intermediate Plan) is **HOURLY** at our indicated standard hourly rate(s). (See par.50.2 for rate(s)). (Delete this Hourly sentence entirely if your fee for this is by Fixed Fee)
800.2.3bAdditional fixed lumpsum fee for these services (immediately above in Intermediate Plan) is presently $\_\_\_\_\_\_\_\_\_\_\_\_. (🡨 enter amount) If not selected at time of contract signing, this service may be increased later, if Client decides to add later. If being paid as fixed fee, this is to be paid for in advance, just prior to this service starting. (Delete this previous fixed fee sentence entirely if your services are hourly)

800.2.4 **A 2ND 3D EXTERIOR IMAGE OF THE HOUSE.** (See par.500.5.2 for more detail). (delete this service if you don’t want to provide)

800.2.5 **A 3D 360\* ANIMATION AROUND THE EXTERIOR OF THE HOUSE (MOVIE).** (See par.500.5.3 for more detail). (delete this service if you don’t want to provide)

800.2.6Additional estimated charge for these 2 additional 3D items (immediately above) is: **$\_\_\_\_\_\_\_\_\_\_\_\_.** (🡨 enter amount, or hourly) This price is an estimate and the actual amount can vary, based on 3D services we use. We will inform you prior to beginning these services if this amount will be more, otherwise, we will honor this price. Payment for this 3D work will be required prior to us beginning this portion of the work. (delete this if you don’t want to provide)

*What you receive in the above Intermediate Plan*: everything in previous plan, plus:

Additional design & documents to further define cabinetry features (like drawers rather than just doors), interior design of wall geometry behind cabinets, schematic electrical layout, another 3D view of your home, and a 3D **movie** of the outside, to help you, your Contractor, Lender, Insurer, Appraiser & others to visualize the design, all around the house exterior. If a picture is worth a thousand words, a movie can be worth a million. The added design details your cabinets & electrical layout so that light switches, outlets, cabinets, & lighting inside, above & under the cabinets have functional, logical locations & attractive features throughout your home.

*NOTE: If you do Not have us provide this service, the Contractor will decide these things in a rush in the field, with no design input. This happens at the rough framing stage. No interior doors will be in place. Without our schematic electrical layout, we have seen switches end up behind entry door swings, & other features not provided at all. There can be hundreds of items to locate on the spot. Task lighting under, inside & above the cabinets & special cabinet features could be missed. Please allow us to complete your design with these items, to guide your Contractor to create a better project.*

 (If you changed the services provided, change this)

800.3 **ADVANCED** PLAN(800.3 services below) this package selected by:Client initials: client 1:\_\_\_\_\_\_client 2:\_\_\_\_\_\_\_

Package includes: INTERMEDIATE PLAN (above), Plus:

800.3.1 **BIDDING MANAGEMENT SERVICES** (See par.500.6 for more detail).

800.3.2 **NEGOTIATING/ VALUE ENGINEERING** (See par.500.7 for more detail).

800.3.3a Additional Fee for these 2 services (immediately above in Advanced Plan) is **HOURLY** at our indicated standard hourly rate(s). (See par.50.2 for rate(s)). (Delete this Hourly sentence entirely if your fee for this is by Fixed Fee)

800.3.3bAdditional fixed lumpsum fee for these services (immediately above in Advanced Plan) is presently $\_\_\_\_\_\_\_\_\_\_\_\_. (🡨 enter amount) If not selected at time of contract signing, this service may be increased later, if Client decides to add later. If being paid as fixed fee, this is to be paid for in advance, just prior to this service starting. (Delete this previous fixed fee sentence entirely if your services are hourly)

800.3.4 **3D ANIMATED MOVIE THROUGH PART OF INTERIOR OF THE HOUSE.** (See par.500.5.4 for more detail).

800.3.5Additional estimated charge for this single additional 3D item (immediately above) is: **$\_\_\_\_\_\_\_\_\_\_\_\_.** (🡨 enter amount, or hourly) This price is an estimate and the actual amount can vary, based on 3D services we use. We will inform you prior to beginning this service if this amount will be more, otherwise, we will honor this price. Payment for this 3D work will be required prior to us beginning this portion of the work. We will likely schedule this 3D work along with the other 3D work, in the design phase(s). (delete this service if you don’t want to provide)

*What you receive in the above Advanced Plan*: everything in the previous plan, plus:

Bidding management (soliciting licensed Contractors, sending e-documents, answering questions, issuing addenda, analyzing Builder quotes to help you determine the best Builder for your home). Plus:

Negotiating with the top Contractor to attempt to Value Engineer the price of your project lower. Plus:
A 3D computerized movie of the home INTERIOR, to help you, your Contractor, Lender, Insurer, Appraiser & others to visualize the interior, giving a shared vision.

*NOTE: if you don’t know how to Bid a construction project, you can’t answer Contractors’ questions, you can’t negotiate complex features in hope of reducing costs, or have time, our providing this package can give you relief.*

 (If you changed the services provided, change this)

800.4 **ADVANCE+** PLAN (800.4 services below) this package selected by:Client initials: client 1:\_\_\_\_\_\_\_client 2:\_\_\_\_\_\_

Package includes: ADVANCED PLAN (above), Plus:

**800.4.1 CONSTRUCTION ADMINISTRATION (CA)** (see par. 500.8 for more detail)

800.4.1a Additional Fee for these services (immediately above in Advance+ Plan) is **HOURLY** at our indicated standard hourly rate(s). (See par.50.2 for rate(s)).

*What you receive in the above Advance+ Plan*: everything in the previous plan, plus:

We: visit the project site, take photos, create reports, compare built work versus project documents, process Builder Pay Requests, review shop drawings & other submittals, manage crises, coordinate Contractor & other project professionals, &/or other activities during construction as agreed per a list of suggested services we send to you before this phase begins.

*NOTE: if you don’t have time to do these things during the construction months, and if you don’t know how to build projects like this, we can help you, by providing our services to do them for you.* (If you changed the services provided, change this)

800.5 **COMPREHENSIVE** PLAN (800.5 services below) this package selected by:Client initials:client1:\_\_\_\_client2:\_\_\_\_

Package includes: ADVANCE+ PLAN (above), Plus:

**800.5.1 PROJECT MANAGEMENT** (see par.500.9 for more detail)

800.5.1a Additional Fee for these services (immediately above in Comprehensive Plan) is **HOURLY** at our indicated standard hourly rate(s). (See par.50.2 for rate(s)).

*What you receive in the above Comprehensive Plan*: everything in the previous plan, plus:

Management of various items not covered in other services, such as with: Lender, Appraiser, Insurance Company, your Attorney, monitoring/creating time schedules, cost estimating (liable free), helping you obtain certain consultants & managing them, color/texture/interiors/appliance/fixture/certain material selections, purchasing, & other misc. services you request in writing, and which we agree to perform in writing.

*NOTE: If you don’t have time to do these things & aren’t familiar with how to do them, we can help you, by doing them for you professionally.* (If you changed the services provided, change this)

 --------------END OF SERVICE PACKAGES----------------

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DELETE ALL RED NOTES BEFORE PUBLISHING THIS FORM!

THE FOLLOWING ARE NOTES REGARDING YOUR USE OF THIS FORM:

YOU ARE AGREEING TO THE FOLLOWING AS A CONDITION OF USING THIS FORM:

SPECIAL NOTE #1
There is a special psychology involved in presenting any form of agreement to a Client. No one likes to have a longer, detailed thick contract plopped down in front of them, without some sort of preliminary simplification of what’s about to happen. In this regard, you may want to first present the SERVICE PACKAGE MENU as a single, separate, 2-sided duplexed sheet of paper. This will appear much like a restaurant menu; which is the intent. Make sure that this “Menu” takes up no more than 1 duplexed piece of paper after editing and removing all red notes.

Have the main agreement (call it “agreement”, not “contract”) stapled together, as a separate item on your meeting desk, nearby, but don’t present that just yet. By the way, orient the staple binding the agreement vertically and to the extreme far left, so that when people turn pages, the staple does not hide any of the text.

Then, lay down the Professional Service Package Menu in front of each Client slowly and deliberately (oriented so that they can easily read it), and do so with a smile on your face. Make sure that you have a copy for each Client and yourself, so that everyone can easily read what you are about to discuss. Then: go through the Service Package Menu, explaining the services you will perform in each package and the benefits of each package. It is suggested that you identify which package you believe provides the best value and where you do your best work and how this package provides the Client with the best information to result in the best results for the built project. This will require some understated salesperson’s skills. Yes, you are actually selling while doing this, but you have to present this in a dignified and even-handed manner that provides prudent guidance to your Client(s) that is in their best interests. Realize that what package they select is Their choice, not yours, even though you can certainly attempt to guide them toward the package of services that you feel provides the services best-suited for their project. Make sure that you describe the “What you receive in the above Plan” summary of for each package. It is not only important to tell the Client(s) what services you are offering, but what they receive as a result of your services (the outcome) & the BENEFITS they receive. This will likely help the Client(s) to better understand the value of the various packages you are offering them.

Once your Client(s) initial the blanks to the right of the header of the Service Package they have chosen, immediately photocopy (in color), then staple the executed Service Package Menu to the rear of the main AOA agreement. Do review, in summary fashion, the important points of the main agreement with them, so that they understand the terms and conditions. They need to initial every page in the lower right hand corner, and initial several important clauses on the main page faces. Wherever you see a yellow and a green highlight color is a place for a Client to initial, sign or print their names. Make sure that they do sign the main signature line (and you as well) in par. 350. Also, you and they need to initial a few very important special clauses, such as the Dispute Resolution paragraph.

The reason you present your Client(s) with a single piece of paper (duplexed) as the Service Package Menu first, is to help your Client(s) become comfortable with what is transpiring in bite-sized, simplified chunks, and to make it easier for them to understand what you are going to do for them. If you initially have the Service Menu pre-attached to the main agreement, it will make the agreement look, feel and seem more complex and lengthy. By presenting the Service Menu separately first, it focuses the attention on what is most important to the Client(s): what you and your company are going to do for them and what they are going to pay for those services (what they receive as a result of your services). Then, once they have selected the Service Package they desire, you make it a part of the agreement. The main agreement includes detailed explanations of what each listed service on the Service Menu includes. You can always refer to those detailed descriptions to handle any Client questions when you are reviewing the Service Menu. So: have several copies of the main agreement ready to show your Clients, and also have a stapler nearby. You do Not want your Client(s) to leave with the Service Menu not attached to the main agreement. It must be part of the main agreement before they leave and what they take with them. Make sure you have a copy for both (or however many Client(s)) that will be signing the agreement and one for your records.

A. NOT A CONTRACT UNTIL…:

This form is NOT a contract until you and your Attorney review, edit and adjust it to suit the location of this project. This is the most important issue. Various states have different requirements about how certain clauses are phrased, where they may be located in an agreement and whether or not there must be additional signature lines next to certain critical clauses, as determined by each state. We hoped to create, along with the Attorneys helping us during the last several years, an Architect-Owner Agreement form that would work in all 50 States, but that is a moving target: laws are constantly changing in every state. That is why there are Lawyers: it is their job to protect you and provide counsel regarding modifications to insure that whatever form of agreement you, as an Architect of residential projects uses, will be effective. However, some of ArCH’s members have used evolving versions of this form successfully in various states (not in all) during the last decade. No doubt there will be special circumstances in some states that may require more adjustments to this form than others. CONSULT AN ATTORNEY LICENSED IN THE STATE WHERE THE PROJECT IS LOCATED. Have them review the form of agreement after you have adjusted it to suit your practice and the project information. That will be some of the best money you will have invested in the project (your consulting Attorney(s)). If you mainly practice in one state, it is suggested that you keep your local Attorney informed about changes to your practice and that you have them review, edit and revise your adjusted form of this agreement, at least once a year (or more frequently, depending on your State legislature), to insure that any changes in State law affecting your practice are incorporated by you & your Attorney in this agreement.

B. WORDING CREATED AROUND RESIDENTIAL ARCHITECTURE PRACTICE:

The wordings suggested in this form have worked well for those Architects using this form to date. This does not mean that you may not have problems or other issues with your Client or the final form of your modified version of this agreement. Nothing is iron-clad. However, ArCH believes that if you compare this form against others, that you will find that you may prefer this agreement, as it is specifically adjusted by licensed Architects practicing residential design, along with periodic reviews by their legal counsel. Do NOT believe that you can use this form “out of the box”. You Must have a consulting Attorney(s) review and adjust it to suit the laws of the state where the project is located and for the state of venue (your local practice area).

C. INDEMNIFICATION:

By using this form, you hereby agree to protect, defend, and hold harmless ArCH: Architects Creating Homes, LLC (also called “ArCH”) and their officers, members, founders and other related ArCH parties, from any actions made by you or others under your direction or guidance. You are using this form at your own choice, as a point of beginning, which you agree to have reviewed, edited and revised by your Attorney(s) who is/are licensed in the state(s) of whatever projects you choose to engage yourself, and in the state of selected venue (near your location). Your Attorney will turn this form into the final Contract you will use. Without your Attorney’s guidance, this will remain a form, and not a legal instrument.

D. TERMS OF USE:

See the ArCH Terms of Use when you purchase this form. You are agreeing to not only the instructions here, in red with this form, but also to the ArCH website Terms of Use.

E. Fill out all blanks in this form, or revise to suit your practice.

F. Delete all RED items before printing the using the agreement, after you have filled out and adjusted the agreement to suit your practice and your project, after having your Attorney(s) provide their advice to you. That also means these instructions. MAKE SURE YOU SAVE A MASTER COPY OF THIS AGREEMENT. Save-As a project specific file name before you begin amended for each project. Keep your master in a special file for your administrative forms and make sure it has a date in the file name, so that you can tell when other versions of this form are updated. Always use the most current version.

G. VENUE:

1. You will need at least one Attorney if your venue is the same state as the state of the project.

2. You will need two Attorneys if your state of venue is different than the state location of the project.

3. It is suggested that you indicate your venue location as the street address of your local Attorney’s office that has his/her office closest to your physical location of your office/home.

 a. This is so that if you ever have a dispute, that your inconvenience, is minimized, as well as your legal expense, if the agreement is honored by all parties. Most residential Architects do not have the financial means to travel all over the USA for unpaid disputes, so this is a crucial matter. Do not allow anyone other than yourself to select this venue and you should do so very carefully.

 b. It is suggested that you simply indicate the address of the venue. Venue in this context = physical location for any proceedings.

4. Our counsel to date believes that Binding Arbitration through the AAA procedures allows for the “forum selection” naming the venue as an approved method of indicating the location of any proceedings. As long as all parties agree to this forum location (venue) in the agreement, this should be an enforceable provision. However, this is not guaranteed.

5. In a dispute, it is certainly possible that one of the parties to this agreement could challenge the Dispute Resolution Process (arbitration) along with the venue location provision, however, this is an issue which should be contested by you, if this occurs, as per AAA rules, as part of this agreement, should allow enforcement of both the arbitration & the venue provision. Nothing involving a legal dispute is guaranteed, and judges, arbitrators and juries do things that mystify Attorneys every day. So, it is not known if this arbitration & venue provision could be successfully challenged. However, see the Recoverable Costs, which allows you to be compensated for any efforts you make defending your position of the original Arbitration and venue selection dispute resolution process (if that clause in enforced in any dispute). In other words, it may be that a state of a physical project location may hold up both the Arbitration and its AAA venue forum agreement, in which case, any expenses you have made, according to the present agreement wording, would allow you to recoup those costs to require the challenging party to pay you for your costs (if those clauses are enforced). Knowing this, and the possible likelihood of a state supporting the AAA Arbitration & venue forum clause, the psychology of another party initiating such a challenge may be less likely to occur. That is the rationale. Once again, the law is a malleable thing, and different legal minds interpret issues differently. So while there is no guarantee that these clauses will be enforced, there is certainly greater likelihood of them being beneficial, than if they did not exist, once all parties agree to them.

6. Modifications: It is suggested that you Not sign an agreement where all the parties do not agree to paragraphs 10, 20, 30 & 35. Those are deal-breakers in ArCH’s opinion. Too much liability without those. ArCH recommends that you Not allow changes to this form, other than those suggested by your own Attorneys who are looking out for your company’s best interests. You may wish to consider informing your Clients that your legal counsel insists on using it as you present it to them. You are allowing Client changes at your own risk, because such Client changes often remove protections you might otherwise enjoy.

H. MODIFICATIONS:

As a matter of fact, it is suggested that no one be given the idea that any of the clauses are modifiable, but rather that this is the standard form of agreement (which it is), and that this is how you conduct your business. Other ArCH members are using this. It is being approved and signed by other parties. The entire agreement is an inter-linked series of paragraphs that depend on each other, so do not take modifying this agreement lightly.

J. DISPUTE RESOLUTION PROCESS INDICATED ON THIS FORM:

This is near the top of Page 1, because our counsel indicated that in some states, in order to be recognized and enforceable, it needed to be located there, especially when involving Binding Arbitration. Whether or not it needs to be there in your State of the project (and of venue), remains to be seen, and is a matter for your Attorney(s) to review, verify and adjust, if necessary. Also: the initials of the signing parties needs to be next to the clause (in at least one state). What makes this so important: if you don’t have this clause in the correct location in the agreement and without the initial blanks where they are required to be by that state’s contract laws, it could be declared invalid, if one party wished to challenge it. You want binding arbitration and your declared venue forum location. Binding arbitration, according to counsel’s advice, will often resolve matters more readily than legal court proceedings, and having matters resolved quickly is in everyone’s best interests and relieves an over-burdened justice system from having to deal with highly technical matters, with which it does not fare well. It is crucial in any arbitration, to have a person(s) with construction and design knowledge that will be sympathetic to your situation and circumstances, so: you and your counsel need to exercise your rights to select a hearing party that can best understand what you do and provide good decisions. Another Architect, perhaps, might make a reasonable choice, but those must be your decisions and those of your counsel in such situations, assuming such options are yours to choose.

K. LOCATION OF CLAUSES/ SIGNATURE BLANKS, INITIAL BLANKS:

It may be that the Dispute Resolution Process may be the primary clause that is required to be in a specific location on an agreement in particular states, however, your Attorney(s) should carefully review the entire agreement and make sure that any clauses that need to be in a certain location to be legal in that state should be moved to be where that state’s laws require them to be located. Furthermore, in at least one state where some of our ArCH members are practicing, there needs to be initial blanks for the parties signing the agreement, directly next to certain clauses, such as the Dispute Resolution paragraph. Therefore, your Attorney(s) should carefully review, edit and revise this as required, to be legal in the state(s) of project location and venue.

L. YOUR ATTORNEY(s):

Only engage a highly experienced Construction Contracts Lawyer in both your state AND in the state of the project.

M. STATE OF THE PROJECT, YOUR STATE:

If you have a strictly local practice and are in the center of your state and never practice anywhere else, your life will be simpler. You will likely be able to hopefully depend on your one main local Attorney. However, if you have a nationwide practice, or a practice involving more than one state, you will need to consult with other Attorneys who are either located or licensed to practice in the locations of the projects, in addition to your local Attorney. See the red instruction paragraphs above to understand why. This is critical and should keep the agreement and the project moving smoothly.

N. MERCHANTABILITY:

ArCH does not warrant the usefulness of this form for any particular purpose. You will decide what use you may wish to make of it.

O. YOU ARE RESPONSIBLE FOR THE PURPOSE(s) USED:

By using this form, you are agreeing that ArCH, its members, founders, officers and other associated with ArCH have no responsibility for whatever use you make of this form.

P. YOUR PRACTICE:
Modify the various clauses to reflect how you conduct your business. Fill in the blanks to reflect your charges, fees, percentages and other factors, as applicable, and heed the Red notes.

Q. DELETE ALL RED NOTES:

Delete all the red notes before printing or sending or transmitting this form to anyone other than your Attorney(s).

As instructions regarding how to fill out this form, rather than the agreement itself, leaving the red notes in place will only confuse the agreement from its intended final form.

R. SOFTWARE:

This form is made available in MS Word. Intentions at this point are for version(s) 2013. This is intended for PCs (Person Computers) running Windows (currently version 7), with a 64-bit format. You risk issues if you attempt to use on a Mac/Apple system/software that is not ArCH’s responsibility to resolve.

It is intended that you be allowed to use and edit this agreement in this native software for your ease of use. There are no special software complications that you may have found in other agreements from other parties of this type. It is fully editable, as you and your counsel deem fit. Know that this allows you to damage the form and to remove inter-dependent clauses. It will be up to you and your counsel to familiarize yourselves with this form and for you to understand these inter-dependencies. Especially heed the paragraph numbers referenced, whenever you delete other paragraphs, as this could change the referenced paragraph numbers. You will need to update those if you do modify the paragraph numbers. Be careful.

S. CONSULTANTS:

Attorneys guiding practicing Architects that helped create this form have advised that Architects, particularly of residential projects, would have less liability if they have No consultants. Therefore, this form indicates this. There is reasoning that you can be held accountable for your consultants’ work, particularly of a structural nature. It is ArCH’s belief that any financial profit markups you might have enjoyed by running these services through your practice will be more than offset by the potential legal exposure of your being in direct privity with those consultants. This form still allows you to coordinate, however, you are suggested to consider having the Owner to directly contract with any consultants. This has not proved to be an issue with other ArCH members to date.

T. PROJECT CONSTRUCTION COST:

There is no end of the trouble Architects make for themselves by indicating what something might cost to build. Legal counsel to ArCH members recommends that Architects should not do this. Doing so can create significant problems for any Architects that make such verbal comments or worse, put such indications in writing. Even very large architectural firms continue to generate tremendous disputes over such actions. Therefore, this form specifically indicates that you do not make any promises regarding this. You are not a licensed General Contractor, nor a professional Cost Estimator. Should the Owner want an indication of cost, you might suggest that they engage a professional Cost Estimator or Contractor to render this service. Do not, under any circumstances make predictions as to possible construction costs to build their project. You are the Architect: you design, specify and detail. Firms much larger than yours have thought that they could estimate project costs and have failed, terribly. Don’t make that mistake.

U. LIMITS OF LIABILITY:
This is one of the most important clauses in the entire agreement. It limits what you might have to pay to resolve a potential dispute. Study it carefully. While any opponent in any dispute can try to challenge any agreement clause, contract law tends to support the agreement signed by all parties prior to beginning of the work. In other words, do not allow anyone to revise this, unless your Attorney indicates that you need to do so for it to remain legal in the state of the project and your state of declared venue. Case law is something that can test just about any provision, however, the Attorney of one of the ArCH members, instrumental in this clause, indicated that his courtroom litigation experience tended to support the wording, which may need adjustment in your particular State of practice.

V. RESPONSIBILITY FOR CONSTRUCTION:

You are the Architect, not the Builder. You provide professional services, the Contractor provides the physical product: the house. Do nothing to modify this provision, other than technical elements that your Attorney(s) might require to remain legal in the states involved with this project.

W. OTHER CLAUSES:
These are self-explanatory. Read them and understand them. This agreement was created to result in a fair arrangement for all parties, understanding that a residential Architect quite often has a limited profit margin that requires that his business be conducted in a prudent manner.

X. ADDITIONAL SERVICES:

Do not allow anyone to remove these from the agreement. Even though the Owner owes nothing for them and you do not have to perform them unless the Owner requests them, these provisions have important language in them that still apply to the project. DO NOT REMOVE THEM UNDER ANY CIRCUMSTANCES. You can Add more additional services, such as “Historic District Coordination” or other services that may not presently be listed. Coordinate any new paragraphs you add.

Y. INITIAL BLANKS, SIGNATURE BLANKS:

Your Clients are requested to sign the agreement in the signature blanks, and to also initial ALL of the initial blanks wherever they exist throughout the agreement. The Client signing and initial blanks have been color coded for each of 2 possible clients (such as a man & wife), and to call attention to them. If anyone ever misses any of these, politely request that they fill them in. You do not have a complete agreement until they do so. The only exceptions to this are the specific Professional Service Package Menu blanks to the right of each Package header. Only have your Client(s) initial the package they choose. They should choose only one. They build on the work (and fees) being included in the previous packages, so choosing more than one will only create confusion. As a matter of fact, it is critical to you to have your Client(s) Not choose more than one, because you are Not responsible for the work in the packages they do Not choose (except of course for the work in the lower level packages that are included in the higher package that they do choose.

Z.2 BUNDLED SERVICE PACKAGES:

You will notice that this latest form of the agreement has various “bundles” of services included into several different packages. This reflects the latest marketing advice from world-class advisors. You can, if you wish, move various services into and out of the packages and mix and match them as you wish. Be Careful! There are referenced paragraphs that you will likely need to renumber if you do this.

AA. CONSTRUCTION ADMINISTRATION (CA):

Review this carefully. You need to list in detail precisely what activities you are going to perform (if any) at some point in the future, just before you commence those CA services. Do Not assume that your Client will understand what you intend. Spell it out, and how you will charge for what you do. Hourly is recommended. Do not make unscheduled, undocumented jobsite visits, gratis. That can result in unintended liability. Document each and every visit carefully, with digital photos as part of an official report that you email to both the Client and Contractor.

BB. STANDARD OF CARE:
You will notice that the ArCH-RASoC2014 (ArCH Residential Architecture Standards of Care, 2014 edition) is listed in paragraph 10. This is the basis by which your work will be judged. Make sure you are familiar with this residential architecture standard and conduct your practice by it. To our knowledge, this is the only nationwide residential architecture practice standard in the USA. This allows the Owner to have a 3rd party Architect in the venue of the project to review your work against this standard. While you may not like the sound of this, it is far better to have this publicized, worldwide published SoC (Standard of Care) for residential architectural practice than allowing others, who are not Architects, to invent their own. You may find this standard at the URL indicated in the form, which should be clickable. Hover your mouse over this URL and see if the link appears in an information block. You may need to Cntrl-Click the URL to call up the linked website page for the SoC.

CC. DATE OF AGREEMENT:

According to some Attorneys who write agreements for large companies, nationwide, the ArCH agreement uses the practice of indicating the Date of Agreement at the top of the form, on Page 1. This makes this a single, enforceable date, rather than when the parties signed the agreement (which can be on different dates). Make sure that the Date of Agreement is acceptable to your Client before sending the agreement to them.

DD. PROJECT LOCATION:
Near the top of Page 1, you will notice both an address location and Latitude & Longitude. It is quite common for project sites to not have a 911 address before something is built on that property. If you do have a street address, use it. However, you may also want to indicate the Latitude & Longitude to remove any doubt as to the location of the project, particularly where no address exists.

EE. FORM OF AGREEMENT LENGTH:

It is highly recommended that you endeavor to keep this agreement as short as possible. It should be 8 pages to 12 pages when the red notes are removed. Print it out double-sided. That = 5 to 6 physical pages, which is much shorter than some other organization’s larger agreements. This has as much to do with psychology as anything else, but making this any longer than necessary will not help reach agreement. In other words: avoid the temptation to reformat and provide lots of white space. That may make it look graphically more pleasant, but the sheer added size will become a possible issue. Also, do not shrink the font any more. Most of it is in 10 point Arial. Any less and it could become more difficult to read. It is suggested that you keep the Arial font, as it is well-regarded for legibility and nearly universal printer & computer recognition (although you should only email PDFs of the agreement to others, never the original native software, as others could alter your agreement).

FF. PROJECT ROLES, PAR. 700:

Delete this paragraph if you are licensed in the state of the project location (and of course, in your home state). However, if you are being asked to provide your services in a state where you know that it is highly unlikely that you will be able to obtain reciprocity (such as California), without retaking the entire ARE (Architectural Registration Exam) again, or other demanding tests (such as the special California exam), which would require an inordinate amount of your time to prepare for, then you will need to have a serious talk with your potential Client(s). About: the fact that you will probably not be able to function as a licensed Architect on their project in that location, and that in order to participate in the design (if anything larger than the state laws regarding residential design for unlicensed individuals) that you will probably have to engage a partnership firm of a licensed Architect in that state for them to become the AOR (Architect of Record). If you do delete this paragraph (or any in the entire document), do Not delete the paragraph number, keep just that and add the text: “not used.” This should help you avoid chasing your tail renumbering paragraphs throughout the document.

GG. EXHIBIT A:
Often overlooked. Make sure that you indicate at least as much as indicated in this sample, and possibly more, possibly the rough HSF (Heated Square Foot) range and other unique aspects, but this is Not the Program. But it does provide a starting point for the project scope, which you will more thoroughly define when you program the project.

HH. BIDDING/PRICING:
You may find some wording here more of an informational and educational nature than contractual. That is intentional. This agreement seeks to educate and inform Clients as well as to state provisions. Clients that understand these thorny issues will be less likely to become controversial when such situations arise, particularly if stated in the agreement. You are hereby licensed to copy & paste and revise the “How to Read an Architect’s Drawings” online article to your own firm website as you deem fit. Be careful, as much of that correlates to this agreement and the ArCH-RASoC. Look at all of these documents before unilaterally changing any one of them. And look for the soon to be released Owner-Contractor Agreement (ArCH-OCA) that will further coordinate these provisions. In other words, tread carefully making changes to any one of these forms.

JJ. CLIENT CHANGES:
Beware of making Client-demanded changes that you know can cause performance problems. Even though it might seem politically expedient to do whatever the Client says, you have a paragraph in this agreement that allows you to exercise your professional judgment. Making a change that results in future problems such as leaking, mold, structural issues and other negative situations can only come back to haunt you, so be careful of what you agree to do, if it contradicts what you know is the correct thing to do. In the end, adhering to good architectural practices will also be in your Client’s best interests and that of the public Health, Safety & Welfare. And you can always refer to this agreement as your “standard” agreement that your counsel insists that you use for each of your projects. Do not allow Clients to alter what you and your counsel determine to be prudent for what you do.

KK. SURVEY, GEOTECHNICAL
Make sure that you are the one to send a list of your requirements to the Surveyor and Soils Consultant before they quote a fee to the Client. ArCH will be publishing and making available related documents to assist you in this regard, on the ArCHstore, under ArCHforms, at some point. You may, however, already have your own list of requirements for such services. Why: because you will likely not receive the Survey or Geotechnical Report with all of the information you want if you don’t request it in writing, before those professionals quote their fees. And you don’t want to be responsible for them having to return to the jobsite and charging the Client more to obtain information that should have been requested earlier.