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Our Design and Construction Process

Step 1 - The House Call

We start with our interactive design process, called the House Call. For additions and renovations, we come to your home and develop the initial design, right there on your kitchen table. For new homes we either come to your home or you can come to our studio (more toys). By having you fully engaged in this first step, we make sure it's a design you love, not one we're telling you that you should love. See the "House Call" download for a full description.

In the House Call we bring the design to a point where only minor things are unresolved. We've located all the rooms and doors, designed the roof, and established the aesthetic direction. We've designed a kitchen, so we know a good kitchen works in the space allotted, but we haven't finalized all the decisions about it. We've put windows where there will be windows, but we haven't selected the brand. It will look like a finished house, but we will know that things will be further refined. This completes a stage that in traditional architecture is called Schematic Design.

During the House Call we create PDF files with images of the design as it progresses – both the hits and the misses. We include ideas not pursued just in case you want to revisit them.

All House Calls include a set of design documents that shows the design ideas you've decided to keep. These are usually formatted to print on 11x17 paper, so you can make copies locally. They almost always include plans and elevations of the relevant parts (whole house for new houses, portion affected for additions), and some 3D images. We also produce PDF files with screen shots of the design-in-progress and either burn a CD at each session or email it to you the next day. This gives you both instant gratification and some food for thought.

The goal of the House Call is to have the design sufficiently complete that you know what you can have, and can use the design drawings to check the price and otherwise determine feasibility, before investing in completing the design.

Step 2 - Budget Check Up

a) Gather Information:

From your House Call, you will have a set of plans, drawn to scale, with lots of notes, and usually some other sketches, sufficient to give a Builder a good idea of what you want to do. With this in hand you consult one or more Builders who can tell you approximately what your budget should be. We also have estimating services available. In the process, you are interviewing these Builders (and they are interviewing you), so that you aren't starting from scratch when the final set of drawings is ready. Please note that these drawings are not enough for them to give you a firm bid, so it's important that you to allow for additional cost. We generally recommend that you first add 10% as a Design Contingency, for when you want to add to the project (more windows, gold plated faucet handles…) Then add an additional 10% Construction Contingency, for the possibility of the Builder finding a rotted sill or a superfund site under your basement. Don't kid yourself - add the contingencies. Adding a contingency is not writing a check. It's making sure that you're not the ones with an unfinished project or a lien on your house if

something major comes up. Recommended reading - Suze Orman's book - especially the chapter on being honest with yourself about your money.

As part of the Budget Check Up, I also recommend that you go shopping for the parts of your project that can vary greatly in price - the kitchen cabinets, bathroom fixtures, light fixtures… The House Call drawings will always have a basic kitchen cabinet layout for you to start with, and a list of the other items you can start selecting.

b) Make Decisions

From the House Call, you know what's possible, and from the Budget Check Up, you know what it's likely to cost. You decide whether to go ahead, scale back, or increase the scope of the project. You can call me to discuss your options. Most people find that if they've talked to three Builders, one will have impressed them. You can also ask his or her opinion of how to scale back, if that's what you need to do.

> *I consider this part to be important not only for the budget checkup opportunity, but because you're beginning a dialogue with Builders. Even though you don't have to select the builder now, I prefer that you do so. When the Builder is on the team early, they can give valuable input. You're also making the Builder truly a part of the team, not just paying lip service to that concept. Builders are human, and when they are included and respected, they respond in kind.*

Step 3 – The Construction Drawings

a) Design Contract

Once you've told me that you want to proceed, with or without design changes, we do a separate contract for completing the design and producing drawings suitable for getting a building permit and for signing a contract with the Builder. The fee is based on the service you need and the complexity of the project. We arrive at the fee by combining the size of your project with its complexity and comparing it to projects we've done in the past. Because your House Call includes a copywrite release, you are always free to decline our proposal and have another party finish the drawings. If you want to do rough budgeting – email and ask for the design budget worksheet.

The Design Development portion (finalizing the windows, kitchen layout etc, and making any changes needed to meet the budget) can be done as an extension of the house call process – most suitable when there are changes needed to meet budget or significant amounts for any other reason. When there is truly only refinement left to do, we can give you a fixed fee for the Design Development and the Construction Documents. You remain in control at all times.

b) Finalize Design

We complete the design, with any changes you've requested, and produce the drawings.

1. <u>Existing Conditions and Schematic Design</u> - We take any additional measurements needed and put all the plans and elevations on computer. (Elevations are the vertical faces - when you see a traditional Architect's picture of the front of a house, if it doesn't look like it's 3 dimensional, that's an elevation.) Then we have a meeting to review the design and make any changes. In most cases Schematic Design was completed during the House Call portion. Schematic Design is

complete when none of the rooms is moving, the roofline isn't changing, and generally the big pieces are in place.

Very, very, very important - We will take you through a system of decision making as we develop the drawings. If you stick to this, you will avoid extra design charges. It often involves setting priorities and deciding between two or more things that you would like, when there not all are possible, either for cost or spatial reasons. Try to be thoughtful at these points. Please don't pretend to understand anything in the drawings that you don't - ask to have it clarified. If your uncle, mother-in-law, or anybody else, is going to have an opinion, decide in the beginning whether to include them or not. If you chose to include them, gather their input, consider it, make your decision and stick to it. If find later that you really must make a change, speak up. Even if there's an extra design fee, it's going to be a lot more reasonable cost than changing your mind after the Builder starts. Remember "measure twice, cut once"? - we add "think three times". During all the phases you should be combing over design information on the drawings and pestering us with questions about anything you don't understand. You don't need to learn to read the structural drawings or all the construction language. What is important is that you clearly understanding the kitchen cabinet layout, the distances between things, what the window trim will look like, and all the other functional and aesthetic details.

2. Design Development - We then make any changes, and further develop the drawings. Design Development is complete when the plans have all the elements at their final sizes and locations. The only notes and dimensions at this stage are the ones that tell you what's on the plans, not the notes and dimensions the Builder needs. Other than that, the plans and elevations are complete. We have a meeting to review these drawings and note any further changes. It's important at this meeting to make sure you understand, and we sketch out for you anything you don't. I like to leave plenty of time for this meeting for that reason. Oh, and If you didn't have homework yet, you definitely do now!

c) Contract Documents - Now we disappear for a bit - working away putting everything in the drawings that the Builder needs, and that will enable you to get a building permit. We sometimes have one more meeting, to go over things like electrical outlet locations and other final details. We sometimes release a hand mark-up of the drawings at the mid-point so the Builders can start pricing. Some of the things they need to price take time and can be started before every detail is sewn up.

Our services under the fixed design fee end with delivery of Contract Documents, and service beyond this is provided upon request on an hourly basis. We do this because needs vary so greatly that including this in the fixed fee would inflate it unreasonably for many people.

d) The Building Permit

When these drawings are done, you can submit them to the building department, whether you have a Builder chosen or not. In many towns a building permit takes several weeks, so getting it started is a good idea. The Builder will pick the permit up when it's ready and submit his insurance information to the town or city at that time. Architectural time needed - usually none. Submitting for the permit can happen before, during, or after Bidding.

4 – Finding a Builder

I list this as step 4, because this is when selecting a Builder is essential. My preference is for you to select your Builder after the House Call, when they can truly be a part of the team. I sometimes have

Builders I can recommend. If I don't, I can help you select your Builder by providing guidance - how to interview them, how to assess their work, what types of questions to ask when checking their references… Please resist the urge to select your Builder based primarily on price. It's tempting, because the numbers are big, but it rarely works out the way you think. It's a better idea to have other factors be of equal or greater importance.

- Quality – is the Builder's typical quality in line with your budget and expectations?
- Reputation – does the Builder have an established local reputation to maintain and protect?
- Money – does the Builder have a history of being clear and honest about the financial issues?
- Communication – by spending time with each prospective Builder, establish whether their way of doing business and way of communicating is one that's compatible with yours.
- References – when you call the Builder's references, spend some time and ask detailed questions. No Builder will give the names of "bad" references, but detailed questions will help you get a fuller picture. Remember, no Builder is perfect. You're looking for a Builder who's weak spots are ones you can handle.
- Reviewing their work – look at the parts they were responsible for, and ask questions about what you see. Whether you like the design is not important, that wasn't their job. Having a full discussion will not only give you more insight, but is also an opportunity to assess whether you and the Builder communicate well.
- Don't forget to check on their Builders license (in states where that applies), call the Better Business Bureau, and even ask for a credit check.

We can provide more extensive coaching on these steps, and we can call a Builders professional references if you wish.

You will either get bids from several Builders, or negotiate a final price with one Builder. The latter is our preferred method. If you need or want our assistance, we recommend budgeting 2 hours of architectural time for each Builder who bids, and 2-3 hours for our help in finalizing the Contract. We also recommend that you have your attorney review the Construction Contract, and your insurance agent review the project. Having your insurance needs in place and a clear Construction Contract that covers all the "what-if's" is important. It's tempting to sign the one page contract that a lot of small Builders use, but the standard AIA Contract (American Institute of Architects) very clearly spells out what happens in the event of a disagreement, what happens if something major changes in your life and you have to stop or seriously change the project mid-stream. It's an Anything-Can-Happen life, and planning for all the bad things can make them a lot less bad.

5 - Construction

Once Construction starts, we recommend that you have us review the work at certain important stages – when the framing is complete, when the building is weatherproof (roof is on, doors and windows installed, but before the siding goes on), and when the project is complete. Many people also choose to have us more actively involved. Massachusetts architectural licensing laws require that we provide some construction observation. We interpret this to mean at least one site visit, that occurs when the framing is up and the windows are in, but the drywall is not. Most other states do not have this requirement, but it can contribute greatly to a good outcome.

Some towns require a Structural Engineer to write a letter certifying that the structural work was done properly. This is usually only the case if the structural work has some complexity or some long spans. We have Structural Engineers we work with regularly, and if the project is complex enough

for the town to want it certified, we've usually already had one review the project, and you will be aware that we designed a structure with this need.

Try to relax. For additions and renovations, it's pretty scary when you see the roof come off, or the walls coming down. Just pretend it's a thrill ride at the fair and enjoy it. Coordinate with the Builder so that you stay safe and don't interfere, but bring the camera and document the work. Not only will it be a fun movie to make, but you'll have an important record if you ever need to know how that wall is framed. Oh, and it never hurts to have the Builder know his work is being documented - all with a smile of course. The good ones will be proud. If they don't want you to do this, call me - immediately!

Very, very, very important - resist the urge to think "well, I can still change….". A few small changes are one thing, but beyond that it's called "Churning the Project". It gets confusing and distracting for the Builder (which leads to mistakes), and very expensive for you. The same built-in cabinet will cost more during Construction than during Bid. This is partly because it's human nature to not use such a sharp pencil when it's no longer a competitive situation, and partly because the Builder has the PITA factor to deal with (Pain in the…) His time is not unlimited and not free and he suddenly has to stop and research this, that or the other thing. So, when your uncle walks through with all sorts of new ideas, stand your ground.

Very, very, very important - remember that the Builder and subcontractors are just mere mortals out there trying to make a living. You will get the best quality of work if you treat them professionally. Print out these six rules and read them every time you talk to the Builder or go to the job site. This list probably belongs in a different download, but it's so important that you should have it tatoo'd on your arm. So - I'm out of order, but here it is.

1) **Compliment the good stuff** - extra care, a good suggestion, a job well done. Learn the names of the workers and say "hello". Feel free to bring coffee and homemade cookies at break. One small caution - a good compliment that keeps you out of trouble later is "I'm no expert, but that looks great <u>so far</u>…" I know, it sounds a little cynical, but the construction is being done under a legal contract for a large sum of money. The object is to acknowledge and appreciate the folks making your house beautiful, sometimes in harsh weather, without depriving the Builder of his right to have his subcontractors correct work that he may see a problem with that your untrained eye doesn't.
2) **Follow the chain of command**. Never, ever, ever, give direction to the Builder's subcontractors or staff. Really - it's tempting, and the Builder will sometimes encourage you to interact directly. Insist that the Builder be there for the discussion. It keeps responsibility where it belongs. If you do have to answer something while the Builder isn't there, document it in writing to him immediately. If you see something you don't like and the Builder isn't there, say something like "I don't think that looks right, can we get John on the phone?"
3) **Document everything**. Take pictures, take notes. If we're involved, we use 3 part carbonless "Instant Meeting Minutes" so that everybody has a record and the Builder has it in hand immediately. If we're not involved, most print shops will sell you 2 or 3 part carbonless paper that you can use for the same purpose. I've even drawn a picture on the wall, signed and dated it, and taken a picture.
4) **Changes go in writing, with numbers.** The document should spell out exactly what's being changed, how much it costs, and how much it will affect the schedule. Make sure you know whether the cost quoted is the subcontractors cost, to which the Builder will then add his overhead and profit, or the final cost to you. (Big Hint - insist on the latter)

5) **Do your part - on time.** If there are decisions left for you to make, or you are purchasing items for the project - get a schedule of when things are due and have your part done on time - no delays, no excuses.
6) **Don't Be Shy.** Be professional, be reasonable, but don't be shy. If something doesn't look right, ask that the Builder explain what's being done. You should expect and receive the same quality of work that you saw in the projects the Builder showed you before you hired him. You should expect and receive everything that's on the drawings. If it says "plywood", they should not be putting up particle board without consulting you.

Punch List

At the end of Construction, before you make the final payment to the Builder, you review all the work and make a list of everything that needs improving or correcting. If you've chosen to have us involved, we walk the project with you and prepare the punch list. This is when it's really nice to have a professional by your side to help you sort out what it's reasonable to have changed. Many builders will say they never need a punch list, or do it as they go. There are certainly builders who's punch lists are much shorter than other's, and who do address problems as they go along. However, don't let anyone talk you out of this important step. Don't be bashful. Be nice, be professional, be reasonable - but do walk around slowly and carefully, looking at everything and asking for any corrections that are needed. Remember to compliment the work that looks good as you go, even "ooh and aah" a little bit, but if something really doesn't look right, ask for it to be fixed. No matter what they say, they completely expect this.

Move In!!!!

You planned well, set your priorities, enjoyed the process - now enjoy your new or improved home! If you didn't have to spend any contingency funds, have a small party and put the rest in the kid's college fund. Remember to thank the Builder and subs for the work they did well. They'll be a lot more anxious to take your call if you need them back for something. One last point - if the Construction Contract was done correctly, you have a one year warranty on their work. Don't be afraid to call them if something comes up.

Some Final Wisdom: Time, Money, Quality - pick the two you want

You will not get the best quality for the best price in the fastest time - not in any custom product, and both the design and the construction are custom products. Please resist the urge to think you will find some magic Builder with access to subcontractors the other guys don't, materials at better prices, or some other supernatural powers. If it sounds too good to be true… This isn't to say that you can't have very good quality for a reasonable price in a reasonable time - the key word here is "reasonable". Our standard process picks Money and Quality as the two that last and therefore the most important. If you just landed in a wheelchair or have an unsafe structural condition, we work with the obvious priority that time suddenly becomes. Even something like a ticking clock on being out of your old house, getting your building permit in a town with a lottery, or a baby on the way certainly gets to take priority if you say it does. Just be aware that there is an inherent relationship between the three that we have to work with. So - give some thought to this equation from the outset, so we can build it into the Design, Bid and Construction process. When it's necessary to Fast Track the whole thing, there are ways to do it without getting hurt too badly on the cost, but we need to go down that path right from the start.

Addenda

The following are the basis of our contracts for design services beyond the House Call. Please don't let the technical terms intimidate you. We will explain all of it to you before you sign it. Based on your situation (complexity of design, type of builder, local building department requirements, etc), we make recommendations and take you through all your options.

Please feel free to call and discuss any of this if you want.

Standard Terms and Conditions

The following terms and conditions shall be incorporated into the Agreement.

Terminology

The terms "Architect" or "AFA" shall refer to Art Form Architecture, Inc. The terms "Owner" and "Client" shall refer to the Client or Clients listed as such on the Agreement. The term "the Work" shall refer to construction work shown on the Construction Documents produced under this Agreement. The term "The Project" shall be as described in the Agreement under that heading. The term "Builder" shall refer to one or more General Contractors.

The following terms refer to types of drawings and/or stages in the design process. Please see the section titled "Architect's Responsibilities" for more information.

Existing Conditions – The structure, or portions of the structure, prior to addition and/or renovation. This term refers to both the structure itself and to the generation of drawings that document the structure.
Schematic Design – The first stage of design. The sizes and locations of each room or other major element are determined. The rooflines are established, and an aesthetic direction is established.
Builder Selection Assistance – Assistance with locating and interviewing Builders, checking their credentials and reviewing their work. It's listed here, after Schematic Design, because we feel this is the optimal selection time. However, Builder Selection may be done anytime prior to construction.
Construction Cost Estimate – Note that with all estimating, accuracy is dependent on the development of the design. As the design is developed, more is defined – more of the estimate is based on specifics and less is based on assumptions.
- Builder Cost Estimate – One or more of the Builders provides their prediction of construction cost, based on the current design. Even when a Builder providing this service is referred by AFA, the Builder is acting as an independent agent, not a subcontractor or representative of AFA. AFA receives no referral fees from Builders, nor any compensation for this type of Estimate. Coordination and provision of information by AFA shall not constitute provision of estimating services.
- Professional Cost Estimate - Also referred to as a "line item estimate", this is an estimate of the cost of construction, prepared by a professional estimator as a subcontractor to AFA.

Design Development – The second stage of design, where the Schematic Design is refined and the design is completed. At the end of Schematic Design there is a complete set of Floor Plans and Elevations, and often 3d representations.
Construction Documents – The production of drawings and other documents suitable for use in obtaining a permit, hiring a contractor and building the project. For the Design Development drawings to become Construction Documents, a significant amount of additional information is added, including dimensions, construction details, and materials specifications. This term refers to both the documents and the time period during which they are produced.
- Contract Documents – This term is used interchangeably with Construction Documents, and reflects the fact that the drawings an Architect produces are attached to, and become a part of, the Construction Contract.
- Construction Contract – The contract between the Client and the Builder for the construction of the project.

Bid Phase – This phase includes releasing the Construction Documents to one or more Builders, discussions with those Builders, reviewing their cost proposals and their qualifications, and assisting with the execution of a Construction Contract.
Construction Phase – This is the actual construction of the project. The following occur during the Construction Phase:
- Substantial Completion – This is a term referenced in standard AIA contracts, the most likely basis for the Construction Contract, and is defined by the AIA as follows "Substantial completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that Client can occupy or utilize the Work for its intended use." In layman's terms, that means it's done and you can move in.
- Contract Administration – This is a service offered by Architects and other consultants. It includes scheduled reviews of the work in progress and formal written certifications of the Builder's requests for payment. When AFA provides this service, standard AIA forms and procedures are used. A primary goal of Contract Administration is to monitor whether the payments made are in line with the amount of work performed as provided for in the Construction Contract.
- Punch List – This is the list of things that the Builder needs to fix to fully satisfy the terms of the Construction Contract. The Punch List may be started before or after Substantial Completion.

The Party – This is when it's all done and everybody's happy and you celebrate!

Client's Responsibilities

1. Payment – The Client shall be responsible for making payments for services rendered as provided for in this Agreement.

2. Communication – The Client shall be responsible for communicating desires and concerns in a timely manner. This responsibility shall include communicating any concerns that arise during construction, even when the Architect is not retained for Construction Phase Services.

3. Design Input and Decisions – The Client shall furnish complete information concerning the Property, including but not limited to a certified plot survey showing all pertinent deed restrictions, such as rights of way and easements, condominium or land association regulations, and any other third party requirements affecting the size, placement or aesthetics of

structures on the land. Where zoning or other requirements limit height, Client shall provide a topographical survey. Where such property information is not provided, Client shall release, indemnify and hold harmless Architect against claims related to the height, size or location the property of the structure(s).

The Client shall give thorough consideration to all drawings, and other documents presented to the Client by the Architect, as well as pertinent documents from third parties, such as cost information from the Builder.

The Client shall provide decisions or final selections of items to be accommodated in the design, including but not limited to, plumbing fixtures, specialty lighting fixtures, appliances, cabinets, and finish materials, at times appropriate to the design process.

4. Choosing a Builder – The Client shall be solely responsible for choosing a Builder. When recommendations or referrals are made by Art Form Architecture, Inc., Client shall remain responsible for final selection of the Builder, and is urged to review the Builder's built work, and check the Builder's references and credentials.

5. Insurance – Client shall obtain and maintain sufficient insurance coverage for the property, both during design and during construction.

6. Security – The Client shall be responsible for the actions of all other persons and animals at their home or the project location, or by any persons or animals brought by the Client to any other meeting location.

Architect's Responsibilities

1. Communication – The Architect shall communicate the reasons for design recommendations. The Architect shall be responsible for communicating any concerns in a timely manner.

2. Professional Qualifications – Professional registration in place for the state listed as the Project Address at the time of the signing of the Agreement shall be maintained for the duration of the project. In the event that this registration cannot be provided by a direct employee of Art Form Architecture, Inc., the services of an Architect currently registered in the project state shall be retained to provide a full Quality Review of the Construction Documents prior to their final release.

3. Services and Drawings – The following services and drawings shall be provided when specifically selected in the Agreement, to the level of detail and for the portions of work as listed in the Agreement.

a) Existing Conditions (Additions and Renovations only) – The Architect shall measure the existing structure, and based on these measurements, prepare Existing Conditions Drawings, consisting of plans and elevations. Where additions and renovations affect only parts of the existing structure, these measurements shall be required to include only the portions of the existing structure affected.

b) Schematic Design – The Architect shall prepare Schematic Design Drawings, including affected floor plans, relevant exterior elevations, and sections required to describe the design intent. The Schematic Design Drawings shall make appropriate allowances for meeting building code requirements in effect at the time. These drawings shall be suitable for the Client's use in making decisions fixing the location and size of each element, and beginning to interview Builders.

c) Builder Selection Assistance - The Architect shall provide coaching and/or direct participation to assist the Owner in selecting a Builder. Services provided shall be limited to those listed in the Fee Estimate or as additionally requested by the Owner. Possible services include direct discussions with Builders about the project, review of Builders' completed work or work-in-progress, review of Builders' credentials, review of Builders' references, interviews with Builders and discussions with Owners about Builder Selection.

d) Professional Cost Estimate – Based on the approved drawings at the Schematic Design stage or later, the Architect shall prepare, or have prepared, a written Estimate of Construction Cost. This estimate shall be suitable for the Owners' use in design decisions. This estimate shall be suitable for other uses, such as investment and financing decisions only when explicitly stated in the Agreement, and only to the extent stated in the Agreement.

e) Design Development - Based on the approved Schematic Design drawings, and any further adjustments authorized by the Client, the Architect shall prepare, for approval by the Client, Design Development Drawings. At the completion of this phase, all affected floor plans will be complete, with all rooms, plumbing fixtures, counters and cabinets, doors and windows located, and probable sizes established. All relevant elevations will be complete, with all doors and windows sized and located, the roof pitch, height, style and overhangs shown, and exterior trim designed to a minimum of 1/4"=1'-0" scale accuracy.

f) Construction Documents Phase - Based on the approved Design Development Documents and any further adjustments authorized by the Client, the Architect shall prepare, for approval by the Client, Construction Documents consisting of drawings setting forth the requirements for the construction of The Project. During this phase the remaining details are finalized, such as design of cabinets and other built-in millwork, specific brand, model and size of doors and windows, finish materials, roofing material, locations of electrical devices, brand and model of lighting fixtures, profiles and details for trim work.

When the Construction Documents phase is divided into two portions for payment purposes, the first of these phases is completed when 75% of the required drawings have been drafted and a hand markup is delivered. Complete accuracy shall not be required at this phase. Drawings will be to scale, but not necessarily dimensioned.

The Construction Documents phase is complete when drawings have been produced and delivered to the Client, suitable for use for obtaining a building permit and for use by the Client's Builder in building The Project.

Please note that portions of this phase may overlap the prior phase, when decisions are made that allow this, when the Construction Documents are the appropriate place to document decisions, or when design decisions require dimensions to be worked out in detail.

g) Bid Phase Services - The Architect shall assist the Client in obtaining and evaluating bids from Builders, and in executing a Construction Contract. The Architect's assistance during this phase does not replace the services of a qualified Attorney.

h) Construction Phase Services – The Architect shall review the progress of construction for the purpose of advising the Client and/or administering the Construction Contract, as specified in the Agreement.

The Architect shall at all times have reasonable access to the Work wherever it is in preparation or progress. The Architect shall visit the site during construction, to determine if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Builder's rights and responsibilities under the Contract Documents.

The Architect shall report to the Client any known deviations from the Contract Documents. However, the Architect shall not be responsible for the Builder's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Builder, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

The Architect shall review Builder's submittals, such as shop drawings, product data and samples, within two weeks of receipt. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Builder.

Ownership of the Design and Construction Documents

Documents prepared by the Architect are instruments of service for use solely with respect to The Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall not reuse or permit the reuse of the Architect's documents except by mutual Agreement in writing. The Architect shall provide copies of all documents to the Client.

The Client shall have the full use of drawings produced at the completion of each phase, for use on The Project. This is a copyright license that shall not be transferable, except as follows:

1. For New Homes, this copyright license shall apply to constructing one New Home at this Project Address by this Owner without further documentation, or for construction at this Project Address by another Owner or for construction of one New Home at an alternate Project Address by this Owner when written notification of the new Owner or new Project Address is provided to the Architect, in advance of construction. This copyright license does not include construction of more than one New Home based on this design or these drawings.

2. For Additions and Renovations, this copyright license shall apply to the construction of this Project at this Project Address by this Owner, without further documentation, or at this Project Address by another Owner when written notification of the new Owner is provided to the Architect, in advance of construction.

When copyright license is transferred to a new Owner, the design and construction documents are transferred “As Is” with no explicit or implied warranties. Under no circumstances shall any liability for the Architect’s errors or omissions transfer to any party other than the Owner as listed on this Agreement. Under no circumstances shall license transfer allow more than one use of the design or construction drawings, in part or in whole.

The Architect shall have the right to include photographic and artistic representations of the design of The Project among the Architect’s promotional and professional materials. The Client agrees to provide reasonable access for photography of the finished project to the Architect. The Architect agrees that the Client’s name and/or address will not be in published material without Client’s consent. This right shall attach to any copyright license transfer.

Limitations

The Architect shall not be responsible for the dimensional accuracy of CAD files provided to the Client for any purposes. The Architect shall only be responsible for the accuracy of written or printed dimensions contained on the completed Contract Documents.

The Architect shall be responsible only for the content and accuracy of the drawings of phases completed and where the scheduled payments have been received. Where information appropriate to a later phase is included on the drawings in an earlier phase, Architect shall be responsible for the accuracy of that information only when the later phase has been completed and the scheduled payments received.

Client agrees to release, indemnify and hold harmless Architect against claims for defects in the design or construction, where the defective area was not included on the drawings and details listed in this Agreement. For example, if the Client requests an extremely abbreviated set of drawings, often referred to as a “Builder’s Set”, which does not includes details for the correct placement of insulation, vapor barriers and air infiltration barriers, and the structure later develops problems with moisture, a claim for redress with the Architect will be rejected.

When a Professional Cost Estimate is included in this Agreement, the Architect shall be responsible solely for it’s completeness and for the unit costs being reasonable at the time the estimate is prepared. Responsibility for completeness is strictly limited to information about the property reasonably available to the Architect. Remedy is strictly limited to redesign and changes to the construction documents so that the project can be built using the same finishes and other Owner selections as listed in the estimate, by a qualified builder for the projected cost listed in the estimate. A qualified builder shall be defined as one with successful completion of at least 3 projects in the last 5 years of similar size and complexity, who has operated under the same business name for at least 5 years, with no unresolved complaints with the Better Business Bureau or state authorities, no pending litigation, and able to demonstrate positive cash flow.

When a full Cost Estimate is not included in this Agreement, the Architect's advice and counsel on the likely cost of construction is a courtesy only, and the Architect shall have no responsibility for variations in construction cost.

The Architect and the Architect’s consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form.

Construction is an inherently dangerous process. Any discussion by the Architect or Architect’s consultants whether the building can be occupied during construction shall in no way place responsibility or liability for that decision on the Architect or Architect’s consultants, for either exposure to hazardous materials or any other hazard.

Any consultants, such as structural engineers, surveyors, civil engineers, electrical or mechanical engineers are independent professional contractors and the Architect shall have no professional liability for errors or omissions of independent consultants.

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed written, construed, and enforced as so limited.

The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

The Client agrees that in any claim against the Architect for negligence the Architect shall only be liable for direct damages and in no event for consequential damages.

To the maximum extent permitted by law, the Client agrees to limit the Architect’s and Architect’s consultants’ liability for the Client’s damages to the sum of $200,000 or the Architect’s and Architect’s consultant’s fees, whichever is greater. This

limitation shall apply regardless of the cause of action or legal theory pled or asserted. The Architect and the Architect's consultants shall have no liability for claims resulting from the unauthorized use of the drawings and other documents.

Termination or Suspension of Contract

The Client may terminate or suspend this Agreement upon written notice. The Architect shall be compensated for all time expended to date for hourly services, plus reasonable time to document the state of the work, and for the full price for fixed fee services for the phase(s) of the Work that is in progress, regardless of the stage of completion for that phase, at the time of notice of such termination. Notice of such termination shall be sent via mail or email with return receipt. The effective date of such termination shall be the start of the following business day. The Architect may terminate this Agreement upon 7 days notice, or suspend this Agreement without notice, in the event of any default or breach by the Client hereunder, including without limitation a failure to make any payment when due.

In the event of a suspension of services, the Architect shall have no liability to the Client for delay or damage caused by the suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services.

If The Project and/or the Architect's services are substantially suspended for more than 90 days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

If Lead Designer Wendy Welton becomes unavailable for reasons beyond her control, Art Form Architecture, Inc. will present alternate Lead Designers with a minimum of 10 years Residential Design experience, for the Client's consideration. Should the Client choose to accept an alternate Lead Designer, this Agreement shall remain in force. Should the Client choose to accept an alternate Lead Design who does not hold current Professional Registration in the project state, the requirement to maintain Professional Registration shall be waived and this Agreement shall remain in force in all other respects. Should the Client choose not to accept an alternate Lead Designer, fees due for all completed phases shall be due and payable, this Agreement shall be terminated, and Client shall be provided with both paper and electronic copies of all work-in-progress.

Disputes

The Client shall notify the Architect immediately of any concerns about the Construction Documents raised during construction, including those raised by third parties, such as the Builder. The Architect shall include a clause in the Construction Documents that obligates the Builder to this same requirement, with the intent that if the Builder fails to notify the Client, liability is assigned to the Builder. The Architect shall have no liability for errors or omissions for any issue for which such notification is not provided.

The Client shall notify the Architect in writing of any questions or concerns about invoice or payment amounts, prior to the scheduled payment being due. When payment is due and/or made upon delivery of documents, such notification shall be made within 15 days of delivery of documents. Failure to provide such notification constitutes acceptance by the Client of all charges set forth in the invoice, without limitation. In making a payment upon delivery of documents, Client retains the right to dispute charges within 15 days of document delivery.

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by Mediation administered by a Professional Mediator acceptable to both parties.

Invoicing

Payments are due and payable as listed under the heading "Meetings and Payment Schedule". Invoices for reimbursable expenses and any hourly services requested and performed will be invoiced either monthly or twice a month, at the Architect's discretion. Client may request a current accounting of hours and expenses at any time. Architect shall provide such accounting within 3 business days of such request. Invoices will be sent via email with delivery receipt. Payment is due within 10 days of date of invoice. When payments are not made at the scheduled meetings, or within 10 days following delivery of documents, work on the drawings will not progress until all funds due are paid. Payments shall be considered on time when either postmarked 2 days prior to the due date, or hand delivered on or before the due date.

Client shall be responsible for the full cost of collection on overdue invoices. Client agrees to pay a finance charge of $30 per month on over due invoices, and interest of 2% monthly, from the date payment was due. Interest shall be accrued on outstanding balances past 10 days, including prior finance and interest charges and the cost of collection.

Reimbursable Expenses

1. Photocopies and Shipping charges - reimbursable at cost plus 10%.
2. In House Prints: Black & White or minimal color linework: 11x17 - $0.50 18x24 - $1.50 24x36 - $3.00
   Color or continuous grey tone: 11x17 - $5.00 18x24 - $15.00 24x36 - $30.00
3. Engineers or consultants, other than those listed as included under the heading "The Project", shall be invoiced at cost plus 10%, unless hired and paid directly by the Client.

Extra Services and Hourly Rates

Extra and hourly services shall be payable at the following hourly rates:

Principal Wendy Welton	$125	per hour for meetings and interactive design sessions
	$110	per hour for all other work
Staff	$75	per hour

Architect reserves the right to adjust hourly rates yearly.

The Architect shall undertake reasonable Extra Services within the scope of The Project. If the scope, as listed under "The Project", changes significantly, the Architect shall have the right to terminate this Agreement and negotiate a new one that reflects the changed project. The following shall be Extra Services:

1. Redesign of a prior phase, after work has progressed in any later phase. For example, if the Client approves a set of Design Development Drawings, the Architect proceeds with Contract Documents on that basis, and the Client later requests a change to the Design, the design work that must be redone is billed as Extra Services. This applies to redesign for any reason, including cost reduction. Failure on the part of the Client to recognize that additions to the project have cost implications does not constitute an omission on the part of the Architect.
2. Design services related to scope not described under "The Project".
3. Design of custom cabinetry when not specifically included under "The Project". Where kitchen, bathroom or other built-in cabinetry is included in The Project, but not specifically noted as "custom", the Architect will provide plans and elevations showing the size, and door and drawer configuration of each cabinet, conforming to common stock sizes and configurations, or from the Client's chosen manufacturer's line.
4. Meetings in excess of those listed in the Agreement. Meeting time is rounded up to the nearest 15 minutes. When such meetings are held at Art Form Architecture, Inc.'s studio in Portsmouth, NH: a 1/2 hour minimum applies. When meetings are held at other locations, a 1 hour minimum applies, plus travel time. Preparation and/or drawing time is only billed as Extra Services if it falls outside the Scope of Work covered by the Fixed Fee.
5. Participation in zoning, historic or other town meetings, where not included in the Agreement.
6. Production of physical models, presentation boards, three dimensional computer representations, or perspective drawings, other than those listed specifically in the Agreement.

The following Extra Services would be provided by consultants as a reimbursable expense:

7. Civil, environmental or geotechnical engineering services.
8. Septic design services.
9. Estimating services.
10. Mechanical Engineering services.
11. Electrical Engineering services.
12. Design of security, telephone, computer data, and music systems.
13. The services of an independent lighting designer.
14. Landscape Design services.
15. Land Surveying.

Exclusions

The following services, to be provided by others, are excluded from the Architect's services provided herein.

1. Asbestos or hazardous materials identification or abatement.
2. Home Inspection Services as they relate to the purchase of property.

Miscellaneous Provisions

This Agreement shall be governed by the laws of the State of the project site.