

# **DESIGN SERVICES CONTRACT**

THIS AGREEMENT, Made as of 27<sup>th</sup> March, In the Year of 2015

Between the Owner (s):

**Frank D Thompson  
811 Bryan Street  
Raleigh, NC 27605  
United States of America**

And the Designer/Architect:

**Nathan Silver Architects  
Architects,Engineers & Designers  
19 Regency Street  
London SW1P 4BY  
England**

**Registered Private Limited Company in England No. 06211326  
VAT No. 672306934**

For the Project:

**SINGLE FAMILY RESIDENCE**

**811 Bryan Street  
Raleigh, NC 27605  
United States of America**

## **ARTICLE 1. SCHEMATIC INTERIOR REMODELING DESIGN**

- 1.1. The Schematic Design phase shall begin with an Initial Meeting. During this meeting, Nathan Silver *Of Nathan Silver Architects Ltd* and the owner (s) shall discuss the programmatic requirements and basic design parameters for the project.

- 1.2. Based upon the mutually agreed upon program and layout established in the Initial Meeting, Nathan Silver *Of Nathan Silver Architects Ltd* shall prepare a set of schematic design documents for review by the owner. These documents shall include basic floor plans for interior and a front elevation, as well as any specific information requested by the owner and agreed to by Nathan Silver *Of Nathan Silver Architects Ltd* in the Initial Meeting (Hand drawings showing overall layout, room sizes and adjacencies.)

## **ARTICLE 2. DESIGN DEVELOPMENT PHASES**

- 2.1. The Design Development phase shall consist of **2** Review Meeting/Discussion, 2 set of design revisions and receipt of schematic plans for review. Any additional meetings and/or revisions shall be considered Additional Services per Article 6.
- 2.2. At the first Design Development Review Meeting the owner and Nathan Silver *Of Nathan Silver Architects Ltd* will review the drawings and discuss changes, options, questions or general concerns they may have regarding the design. Nathan Silver *Of Nathan Silver Architects Ltd* will then prepare a set of **CAD** documents showing the modified floor plans, elevations and electrical layouts for review and approval at the final Design Development Review Meeting. After **2** set of design revisions and Review Meeting, any additional revisions will be considered Additional Services per Article 6.

## **ARTICLE 3. CONSTRUCTION DOCUMENTS**

- 3.1. Based on the approved Design Development Documents Nathan Silver *Of Nathan Silver Architects Ltd* shall prepare the final construction documents consisting of **5 (five)** complete sets of the following documents, floor plans, all elevations, typical details and sections, foundation plans, electrical layouts, framing plans, and roof plans.
- 3.2. Production of the final construction documents shall take approximately 10 business days to complete.
- 3.3. The owner shall seek assistance of a General Contractor for filing documents related to obtaining appropriate building permits as per local requirements if necessary.

## **ARTICLE 4. REIMBURSABLE EXPENSES**

- 4.1. Reimbursable Expenses are in addition to the compensation for the basic services rendered, such as additional sets of blueprints, long distance communication, postage and handling of Drawings or any other items requested by the Owner.

## ARTICLE 5. BILLING AND PAYMENTS

- 5.1. The owner shall pay Nathan Silver *Of Nathan Silver Architects Ltd*, **\$43,625 USD** as a retainer to be applied against the total amount due upon completion of the design documents. The total cost of the plans is an agreed **\$174,500 USD**. All payments made by wire transfer as would be conducive for Nathan Silver / *Nathan Silver Architects Ltd*
- 5.2. Upon receipt of the design development documents, a **50%** payment of half the total design fees minus the retainer will be due.
- 5.3. Upon receipt of plans the owner shall pay Nathan Silver *Of Nathan Silver Architects Ltd* for the final amount due plus any additional services and/or reimbursable expenses accrued.
- 5.4. Complete payment is due **3 (three)** months upon the signing of this document as agreed by **Nathan Silver *Of Nathan Silver Architects Ltd*** and the owner (s) **Frank D. Thompson** of the above address.
- 5.5. Reimbursable expenses, as described in Article 4, shall be compensated with no multiplier added.

## ARTICLE 6. ADDITIONAL SERVICES

- 6.1. Further owner requests or improvements to services such as additional meetings, plan revisions, or other items exceeding the services outlined above shall be considered Additional Services. Additional Services will be billed in addition to the base fee at a rate agreed to in writing by both the owner and Nathan Silver *Of Nathan Silver Architects Ltd*

\*Revised Floor Plans Changes to plans, up to 20% to existing plans \$29,900.00

\*Revised Elevations Per Floor Plan changes, up to 20% \$22,500.00

\*Revised Ceiling plan Per Floor Plan changes \$10,950.00

\*Revised Electrical plans Per Floor Plan changes \$8,950.00

\*New Foundation layout Per Floor Plan changes (must be engineered\*) \$17,450.00

- \*Interior Molding Selection: Trim, Base, Ceiling, 5 Primary rooms \$22,900.00
- \*Interior Elevations 1-2 walls ea. Foyer, Living, Study, Master, Dining, Family \$34,900.00
- \*General Specifications Basic construction materials and performance specs..

- 6.2.** Fees for all additional services will be due upon delivery of the plans.
- 6.3.** No Additional Services shall be undertaken without the express written consent of the owner.

## **ARTICLE 7. OWNERSHIP OF DOCUMENTS AND INDEMNITY**

- 7.1.** Drawings and specifications as instruments of service are and shall remain the property of Nathan Silver *Of Nathan Silver Architects Ltd* & Designers, whether the project is constructed or not. The owner shall be permitted to retain copies including reproducible copies of the design documents. The owner may submit or distribute these documents for the purposes of constructing this specific project only. Any sale, reproduction, creation of derivative works based on these documents, or use of these documents without proper compensation to Nathan Silver *Of Coffey Architect Ltd* and the express written consent of Nathan Silver *Of Nathan Silver Architects Ltd* is strictly prohibited.
- 7.2.** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless Nathan Silver *Of Nathan Silver Architects Ltd*, Architects & Designers representatives, agents and employees from all claims, losses, damages and expenses, including attorney's fees arising out of or resulting from the performance of the work, provided that such claim, loss, damage or expense is caused in whole or in part by any negligent act or omission of the Owner, anyone directly employed by them or anyone whose acts they are liable for, and attributes to bodily injury, sickness, disease or death, mold growth, or to injury to or destruction of tangible property including any resulting loss of use, regardless of whether or not it is caused in part by a party indemnified above.

## **ARTICLE 8. TERMINATION OF AGREEMENT**

- 8.1.** This agreement can be terminated by either party upon 10 **(ten) days** written notice should either party not perform in accordance with this agreement.

- 8.2.** If the contract is terminated through no fault of Nathan Silver *Of Nathan Silver Architects Ltd*, Nathan Silver *Of Nathan Silver Architects Ltd* shall be compensated for all work that has been completed plus reimbursable expenses.
- 8.3.** Should dispute arise from breach of contract, each party may seek legal action against the other in the court of law in the respective countries, state and local jurisdiction of United States and United Kingdom. The breaching party will be liable for any legal fees of the other party if found to be faulted in breaching by a ruling judge should the matter arise in a court of law.

## **ARTICLE 9. ACCEPTANCE**

**WITNESS** our hand and seal on this 27<sup>th</sup> day of March 2015



Nathan Silver  
**Nathan Silver Architects**  
Chartered Architect BA (Hons)  
AA Dipl FRSA MRSUA SBA RIBA  
**Director**



Frank D Thompson  
**Home Owner / Client**