

Malone's Design Concepts

1534 North Moorpark Road #166
Thousand Oaks, CA 91360

Proposal for Building Design Services

Date:

Customer:

Address:

City: State: zip:

Attn: Customer

Re: Proposal for Building design services.

Project:

Thank you for requesting a proposal for the above referenced project from Malone's Design Concepts, Malone's Design Concepts is a direct hire company and you, our client that Malone's Design Concepts is an Building Design Concepts company and we are not licensed architects, and therefore our work will fall under the owner - builder declaration (Sec. 7044 and 5537 of the Business and Professions Code). Present here in is an evaluation of the scope of work and fees anticipated for the tasks.

Article 1, Assumptions

This proposal is for building design services prepared by Malone's Design Concepts for local government submittals. This proposal is for a two story, single-family residential remodel and a new addition.

1. We assume the client will provide a geotechnical report for supporting the proposed structure, and there is a maximum of 10% sulfates or other reactive chemicals unless noted otherwise on the report. The report must be stamped and signed by a licensed geologist, and submitted prior to the start of the foundation design provided by a licensed structural engineer.
2. Malone's Design Concepts will assume that the research collected, based on the California Building Code 2001, A.D.A. requirements guidelines (American with Disabilities Act) and along with the local guidelines from the local city government will be current and correct.
3. Malone's Design Concepts will assume that all existing structures, located on the site of the above referenced project to be up to code and in compliance with the local government office's guidelines, unless otherwise noted.
4. Malone's Design Concepts will assume that our client will hire only experienced, licensed contractors that are licensed by the California state licensed board to complete the above referenced project.

Article 2, Basic Services

1. Malone's Design Concepts will collect as much property information as possible on the above referenced project, from the local city government office.
2. Malone's Design Concepts will provide scaled 8.5 x 11, 11 x 17, 24 x 36 or 30 x 42 building scaled drawings for building submittals.
3. Scaled drawings will include: code compliance on all existing and proposed structures, property site information, existing and proposed floor plans, existing and proposed elevations as required by the local government office.
4. Malone's Design Concepts will help provide our client with assistance in obtaining a licensed structural engineer or structural design professional.
5. Malone's Design Concepts will provide all local government building submittals to the following departments: fire department, school department, planning department and building department.

Article 3, Additional services and Exclusions

The following services are not contemplated to be included in the scope of our fee; these items may be added to the scope of our work and added to our fee.

1. Malone's Design Concepts will provide a design for the above referenced project, by meeting with our client and determining what design will best suit their needs. Once a design has been determined, any design changes, iterations or additional client requests will be charged an additional fee (\$100.00) per hour and added to the scope of our fee.
2. Soil engineering, civil engineering, mechanical engineering, licensed architectural and site surveying will be excluded from the scope of our fee.
3. All construction trades: plumbing, electrical, mechanical, framing, roofing, sheet metal will be excluded from the scope of our fee.
4. Cost estimates and pricing will be excluded from the scope of our fee.
5. Means and ways of construction will be excluded from the scope of our fee.
6. Workers safety and protocols will be excluded from the scope of our fee.
7. Additional meetings and photographs will be excluded from the scope of our fee.
8. Liability insurance will be excluded from the scope of our fee.
9. Excessive design iterations will be excluded from the scope of our fee.
10. Re-design due to change in building dimensions; elevations or rooflines will be excluded from the scope of our fee.
11. Long term specific design booklet will be excluded from the scope of our fee.
12. 'As built' drawings other than site plan, floor plan and elevations will be excluded from the scope of our fee.
13. All local government fees: fire department, school department, planning department, water and sewer works and building department will be excluded from the scope of our fee.
14. All fees relating to do with: parking, travel and lodging will be excluded from the scope of our fee.

Article 4, Compensation

We will complete the scope of the above referenced project for a fixed fee of **\$0,000.00** for the services outline in items 1 through 5 article 2, and hourly for items 1 and 10 article 3, plus any reimbursable expenses such as plotting, blue printing and or other reproducible items.

Compensation shall be due base upon progress of the work as follows:

- I. Retainer (beginning of project)
- II. Upon the submittal of drawings

The above fee is based on all assumptions and expectations, and each scope of the service to be performed as described. Deletion or change of assumptions, scope, or exclusions may affect the compensation quoted. We reserved the right to re-negotiate fees and project accordingly.

Payment to Malone's Design Concepts shall be upon delivery of the design package and receipt of invoices shall be within the proportion of services completed to date. Payments outstanding for more than thirty (30) days shall accrue at the rate of 10% annum or .83% per month, simple interest.

- Plotting of plans \$100.00 per sheet
- Site visits \$50.00 per hour
- Observation (2nd if needed) \$100.00 per hour

Article 6, Job Methods and Conditions

Structural drawing For the convenience, Malone's Design Concepts has two methods in obtaining stamp and signatures for building submittals to the local government office.

- 1. **Owner** Malone's Design Concepts is able to use qualified, experienced designers for building department submittals, Structural plans submitted by structural designers do not require stamp and signing by a licensed Professional Engineer if they are submitted under the owner - builder declaration, However, a building official may require that the submitted plans be stamped and signed by a Licensed Engineer.

Malone's Design Concepts signed; Malone's Design Concepts uses qualified, experienced structural engineers for the stamp and signing of plans to be submitted to the local government office.

By initialing the option on page 4, the client agrees to and understands that Malone's Design Concepts will provide the option that has been initialed.

_____. **Owner/Builder**, by initialing here, the client agrees to and understands that the client may submit the design package to the local government office on their own property providing the proposed structure does not exceed two stories in height. Under this status, qualified, experienced structural designers will put the drawings together.

_____. **Stamped and signed**, by initialing here, the client agrees to and understands that the structural drawings will be pre-paired by a licensed civil or structural engineer.

By signing this proposal, the client and Malone's Design Concepts agree to and understands that any claims or disputes made during design or post-construction between the Client and Malone's Design Concepts shall be submitted to a non-binding mediation. Client and Malone's Design Concepts agree to include a similar mediation agreement with architects, contractors, subcontractors, sub-consultants, suppliers and vendors thereby providing for mediation as the primary method for dispute resolution between all parties.

Neither party shall hold the other party responsible for delays or performance caused by acts of God, strikes, lockouts, boycotts, or other events beyond the other's control.

The client agrees to limit the services of Malone's Design Concepts, liability to the client and to all contractors and all third parties on the project due to negligent acts or omissions such that the total aggregate liability of the building design services here in shall not exceed the fees as indicated within this agreement.

The client, or Malone's Design Concepts, may terminate this agreement, should the other fail to perform its obligations. In the event of termination, the client shall pay Malone's Design Concepts rendered to the date of termination, all reimbursable expenses and termination expenses.

All documents produced by Malone's Design Concepts under this agreement shall remain the property of Malone's Design Concepts and may not be used by the client for any other endeavor without the written consent of Malone's Design Concepts.

In providing these services under this agreement, Malone's Design Concepts will endeavor to perform the services with that degree of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances.

Respectfully submitted,

Building design services.

Malone's Design Concepts

I acknowledge having read this letter and the proposal contained here in and agrees to its terms and conditions. I hereby authorized Malone's Design Concepts to commence on this project.

Name of Client

Sign: _____

Print: _____ Date: _____