



# Creative Design Associates, Inc.

Architecture • Interior Design • Site & Space Planning  
Pennsylvania and New Jersey Registered Architect  
PA= RA008011X NJ= 21AI00908100

## Agreement for Architectural Consulting

**Dated:** September 30, 2015

**between the Owner:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**and the Architect:**

Creative Design Associates, Inc.  
350 Callowhill Road  
Chalfont, PA 18914-1521

### ARTICLE 1: STRUCTURE OF THIS AGREEMENT:

- 1.1 The Agreement between the Owner and Architect consists of two (2) documents. The first is this Document, the second is "The Fee Outline for Architectural Consulting," also dated: \_\_\_\_\_. The "Agreement" contains general clauses pertinent to a construction project. The "Fee Outline" is the specific description of architectural services to be provided with the associated fees. If conflicts exist between the two documents, then this Agreement shall prevail.
- 1.2 Hereinafter, the term Owner refers to the signer of this Agreement, the property owner. The term Contractor generally refers to a licensed, construction professional engaged by the Owner to organize and execute the Work. The term Architect refers to Creative Design Associates, Inc.
- 1.3 The Architect is working for the Owner. The Architect is an agent of the Owner.
- 1.4 If the Owner is a Contractor, or assumes the role of contractor, then references to Contractor or GC shall mean the Owner, as such the Owner takes the responsibilities for each role.
- 1.5 This agreement is not "transferable," in any manner, to any other Owner or Architect. The Architect's services and documents are not "transferable," in any manner, to anyone without the Architect's written permission and review of compensation.
- 1.6 AIA Terminology: Much of the construction industry uses terminology, defines responsibilities and roles, etc. extracted from documents prepared by the American Institute of Architects (AIA). These documents cover a very large scope in a very complex and diverse environment, most especially publically funded projects, as such they have become the foundation for legal precedent.

This is an Agreement about construction, thus uses terminology similar to the AIA, however the roles and responsibilities of parties to this Agreement are defined within this Agreement only. AIA documents are not included by reference or inference. Parties to this Agreement are at liberty to engage in other agreements which do include AIA defined responsibilities, for instance lending institutions may mandate AIA documents, however nothing in those agreements shall be binding to parties of this Agreement without specific review, written amendments and compensation as appropriate.

**ARTICLE 2: THE PROJECT:** See Fee Outline dated \_\_\_\_\_.

**ARTICLE 3: REQUIRED BEFORE PROCEEDING** (not included in Architect’s services)

- 3.1 Owner to provide Property Site Drawing. A site drawing is required for all permits. The zoning code has ordinances limiting yard setbacks, total building footprints, total impervious surface ratios, etc. The proposed extension of \_\_\_\_\_ alters the footprint and impervious.
- 3.2 No site drawings as may be required for regulatory review and approval are part of the base service. No zoning work is part of the base service.
- 3.3 Owner is encouraged to visit the municipality, generally describe the project and master planning. Ask them what needs to be submitted, and suggest that since he will be the contractor and draftsman, please, can this be simple? Have the property deed when you go, a sketch of the existing conditions, and get a copy of the neighborhood tax map, get a copy of the regulations for your zoning district. Get all the permit paperwork. Go make a friend.

**ARTICLE 4: GENERAL DESCRIPTION OF THE PERMIT PROCESS:**

- 4.1 Building Code: Construction permitting is regulated and administered by State ordinance. The General Contractor is the applicant for all permits, however the Architect will help the GC respond to questions during the plan review process. The Architect will make all reasonable adjustments necessary to his documents to complete the approval process.
- 4.2 “Permitting” has become a multi-part process. Whether residential or commercial, there are separate review requirements and forms for: a) handicapped accessibility; b) building structural design and components; c) energy conservation; d) sprinkler systems; e) plumbing; f) heating ventilating and air-conditioning; and g) electrical. Many municipalities take the position that because all parts are inter-related, all are required to be presented, and processed, at the same time. This is also an attempt to create efficiencies using third-party review agencies. Thus it is recommended the whole construction “team” of subcontractors be selected, coordinated, and identified at time of permit application.

The Architectural drawings must describe in detail the life-safety planning, building structural design and components, and locate doors and windows. The drawings will describe energy conservation systems. Drawings will locate the electrical devices and show switching functions, and locate major plumbing, HVAC and other significant components.

It is simply not cost effective for the Owner to engage the Architect to design and document the trade permit work. Thus, it is important that the GC engage quality subcontractors able to provide technical calculations, manufacturer’s design support, including diagrams and documentation for the permit process.

The drawings will specify limited “performance descriptions” outlining scope and qualities for initial installation proposals. Trade contractors shall make site verifications, then present recommendations and costs for evaluation. After the value engineering phase, the trade subcontractors will then provide “shop drawings” to support the permit process.

To assist the work required for the other “trade permit” parts, the Architectural drawings may be used as backgrounds by the subcontractors responsible for those portions of the project.

## **ARTICLE 5: OUTLINE OF THE ARCHITECT'S BASIC SERVICES & FEES:**

- 5.1 It should be understood that for a reasonable architectural fee, no set of technical construction documents can be made so complete or so perfect where no interpretation or clarification is required. The Architect is providing graphic representation of how work is expected to appear at completion. When interpretation of the documents is necessary, or even simply advisable, the Architect will provide such clarifications, by phone, at no additional cost.

It is expected that the Owner will engage and use competent workmen who are expert in their trade, who understand how to stage and schedule the construction, and who provide work completed to the highest standards established by their respective associations.

- 5.2 General Outline of Basic Services: The "Outline of Basic Services" shows the expected progression of services, and is used by CDA as a method of estimating fees. However, each project and client is unique. The delivery of services may vary somewhat from shown, some steps may take more time, some less, however, it tends to average out. Thus, the fees proposed will not change unless the program changes significantly, or if steps must be repeated. If fees deserve to be adjusted, then the Owner will be informed in writing.

See Fee Outline dated \_\_\_\_\_.

- 5.6 PAYMENTS: Progress invoices shall be prepared twice monthly or at the conclusion of phases in proportion to the work completed. The Owner is expected to maintain awareness of the Architect's fee schedule and progress and be prepared to meet obligations when due. Payments are due and payable upon receipt of the Architect's invoice. Invoices overdue beyond 30 days shall accrue interest at the rate of 1-1/2% per month. Balances and interest shall be compounded and computed monthly.

## **ARTICLE 6: ADDITIONAL SERVICES**

- 6.1 Additional Services are those not identified in Basic Services. These are services the Owner may request to facilitate the progress and/or coordination of the project. Additional Services shall only be provided if authorized by the Owner. Additional services shall be provided on an hourly rate basis or a negotiated addition to the basic fee.

## **ARTICLE 7: TERMINATION**

- 7.1 TERMINATING THIS AGREEMENT: Either party may terminate this agreement at any time for any reason, no justifications are required. If Owner terminates, then CDA is due payment for all work accomplished plus the non-refundable portion of initial payment. If CDA terminates, Owner is permitted to use any work produced by CDA to date and the non-refundable part of the initial payment will be credited to the Owner's final accounting.

## **ARTICLE 8: OWNER'S RESPONSIBILITIES**

- 8.1 INSURANCE: Accidents, small and large, can happen on construction sites. Property loss or personal injury is possible, thus insurance policies are put in place to contain the risk. If there is misfortune, even if responsibility for a claim may be apparent, the legal system allows insurance companies a process of subrogation. This is costly in time to all parties, and may involve significant deductibles. This Agreement assumes that parties to this agreement shall seek to intelligently diminish the risk of subrogation litigation.

An efficient way to avoid subrogation is to become “named additional insured”, or the equal, on each other’s policies. Insurance companies can’t seek to enjoin their own insured, issues are resolved quicker. This is standard no cost procedure for contractors, same can apply here.

The home owner’s policy shall be adjusted, or perhaps replaced, to allow the Architect to be a “named additional insured.” Some insurance companies make this easy, some don’t.

Contractor(s) will name both the Owner and Architect as additional insured. Architect includes Owner via professional contractual insurance.

8.2 MAINTENANCE OF PROPERTY AND LIABILITY INSURANCE: The Owner shall verify the proper property and liability insurance for the structure and the site. The Owner is requested to advise his insurance company of the project and see that policies are adequately adjusted for temporary expanded risk coverage during the construction and adjusted for the expanded home value. The Owner will place property and liability insurance with a company which allows the Architect to be named as an additional insured. The benefits to both parties offset minor additional premiums.

8.3 QUALITY AND INSURANCE OF CONTRACTORS: Owner agrees he shall hire Contractor(s) who can provide and maintain comprehensive or commercial general liability and workman's compensation insurance. The Owner agrees to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Architect, its consultants, and the employees and agents of any of them, from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor(s), its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable.

Specifically excluded from the foregoing are Losses arising out of 1) the Architect’s preparation of drawings, opinions, reports, surveys, change orders, designs, or specifications and 2) the giving of (not the failure to give) directions by the Architect, its consultants, and the agents and employees of any of them, provided such is the primary cause of Loss.

The Owner further agrees to have the Architect listed as "named additional insured" on the Contractor’s policies. Before the initiation of work at the site, the Contractor shall ensure that certificates are issued to the Owner and Architect evidencing this requirement has been accomplished. Such insurance shall include broad form products and completed operations, and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Owner or Architect and shall provide that the Owner and Architect be given thirty days, unqualified written notice prior to any cancellation thereof.

8.3 CONSTRUCTION CONTRACTS: Owner agrees to review and use a checklist ensuring that all construction contracts executed include the insurance protections and responsibilities described in the proceeding. This is most easily accomplished as simple “fill in the blanks” amendment to all contracts.

## **ARTICLE 9: RESPONSIBILITY FOR CONSTRUCTION COST**

9.1 ARCHITECT SHALL NOT GUARANTEE COSTS: The Architect will not provide cost estimating; this is solely the responsibility of the Contractor. The Architect cannot and does not warrant or represent that costs or negotiated prices will not vary from the Contractor’s estimates, or Owner's Project Budget, or any opinion of Construction Cost or evaluation presented to the Architect.

## **ARTICLE 10: USE OF THE ARCHITECT'S DOCUMENTS**

- 10.1 The Architect retains sole ownership of the documents, however, the Owner has sole use of the drawings for this project.

## **ARTICLE 11: MISCELLANEOUS PROVISIONS**

- 11.1 **PORTFOLIO REPRESENTATIONS:** The Architect shall have permission to include representations of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials.
- 11.2 **ACCESS TO THE SITE:** At all times, the Architect shall have access to the Project wherever it is in preparation or progress even if the Owner has not retained the Architect for any administration services during construction.
- 11.3 **LEGAL STATUTES:** The Architect works and provides services from his studio in Chalfont, PA. This Agreement shall be governed by the law of the principal place of business of the Architect. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run not later than the date of Substantial Completion of the Contractor's work at the site.
- 11.4 **LIMITATION OF WAIVER OF RIGHTS:** The Owner and Architect waive all rights against each other and against the consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction.
- 11.5 **MOLD, ASBESTOS, LEAD, or HARMFUL EARTH GASES:** The Architect assumes no responsibility for mold, asbestos, lead paint or harmful earth gases. If these substances are encountered, the Architect shall delay or postpone his services until the Owner provides certified services or skills to coordinate and dictate mold, asbestos, lead paint or earth gas related activities. The Owner agrees to indemnify and hold Creative Design Associates, Inc. free from harm in any situation on this Project where mold, asbestos, lead paint or earth gases are a factor.
- 11.6 **STANDARD OF CARE:** Services performed by Creative Design Assoc. under this Agreement are expected by the Owner to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the architectural profession practicing contemporaneously under similar conditions, within a similar scope of work, with a similar fee schedule, in the locality of the project. No other warranty, expressed or implied, is made.
- 11.7 **RISK ALLOCATION:** There are a variety of risks which potentially affect Creative Design Assoc. by virtue of entering into an agreement to perform professional architectural services on the Owner's behalf. In order for the Owner to obtain the benefit of a fee which includes a lesser allowance for dealing with Creative Design's risks, the Owner agrees to limit Creative Design's liability to the Owner. It is also understood that the Contractor and his other subcontractors are experienced tradesmen for the work proposed. The Contractor and his subcontractors have the ability and responsibility to review and determine the work provided by the Architect is appropriate and/or seek clarification. Therefore, the total aggregate liability of Creative Design Assoc. Inc., including legal and defense costs, will not exceed the value of fees earned under this Agreement.
- 11.8 **THIRD PARTIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Architect. The Architect's services under this Agreement are being performed solely for the Owner's benefit, and

no other entity shall have any claim against the Architect because of this Agreement or the performance or nonperformance of services hereunder. The Owner agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

11.9 CREATIVE DESIGN IS A CORPORATION: It is not intended by the parties to this Agreement that the Architect's services in connection with this project shall subject the Architect's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project.

11.10 CONTROL and SUPERVISION OF THE WORK: The Architect shall not have control over or charge of, and shall not be responsible for, construction means, methods and techniques, sequences or procedures, or safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility during Construction.

The Architect shall not supervise the work of the Contractor, nor shall he be responsible for directing the Contractor's activities. Site Supervision is a responsibility which resides solely with the Contractor responsible for the work. The Contractor is in control of the site and protects the Owner by assuming and insuring the risk in return for a profit. The Architect derives no profit from the activities at the site and therefore is not responsible for the risk of site supervision in any form.

11.11 MERGER CLAUSE: This Agreement plus Services Outline represent the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

**AGREEMENT**

If you are in agreement with all the preceding in detail and intend that it be the basis of agreement between us, please sign and return a copy of this Agreement, along with the initial payment (retainer) as our authorization to proceed. All Owners shown on the property deed shall sign, if others exist, please add as required.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Owner)

Creative Design Associates, Inc.  
350 Callowhill Road  
Chalfont, PA 18914

By: \_\_\_\_\_

By: Eric C. Van Reed, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Note: Any other name listed on the property deed shall also sign.