
Date: August 20, 2024

Project: Eugene Kim
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9506 Middle Fiskville Rd
Austin, Texas 78753

I. **SCOPE OF SERVICES:** Designer will create architectural drawings for a warehouse addition and coordinate with engineers to gather required documents. I also consult with the municipality overseeing the project to ensure all paperwork is complete for the building permit submission.

II. **SERVICES TO BE PROVIDED:**

1. Coversheet
2. Architectural Site Plan
3. Demo Plan
4. New Floor Plan - Addition
5. West Elevation
6. North Elevation
7. South Elevation
8. East Elevation if required
9. Overhead Door Details – Spec Sheet
10. Building Section
11. Roof Plan
12. Existing Floor Plan
13. Wall Section
14. Window/Door Schedule (on Floor Plan)
15. Designer to Research, Analyze Codes, and Submit documents for permitting
16. Designer will consult with COA and respond to all COA comments
17. Architect Seal on all plans noted above

III. **SERVICES NOT INCLUDED:**

1. MEP Drawings
2. Structural Plans
3. Foundation Plans
4. TAP Plans

5. All COA permitting fees
6. Surveys
7. Third Party Inspections
8. Geo-tech testing and report for foundation
9. 3D Renderings
10. Project Specifications

IV. BUILDING PLANS AND OWNERSHIP OF DOCUMENTS

All documents prepared by the Design Company for the Project, including but not limited to plans, specifications, and reports, shall remain the property of the Designer. Owner shall be granted a non-exclusive license to use the documents for the purposes of constructing the Project. Only the final version of CAD Files may be purchased by the Owner, for a fee, set by the Designer.

Plans are created for the purpose of securing a building permit. Any additional plans or details requested during or after obtaining a building permit will require additional services (See Paragraph VIII). Final payment shall be made before plans are submitted to COA.

V. COMMUNICATION

We are dedicated to answering phone calls, texts, voicemail, and emails from clients, potential clients, contractors, engineers, colleagues, and various building officials on a daily basis. Communicating with everyone is necessary and extremely important to us. Our communication policy is as follows:

- Email is the Preferred Method of Communication
- Calls, texts, voicemails, and emails are usually answer/returned the same day, but may take up to two business days to be returned
- Face to Face meetings must be scheduled two business days in advance
 - Available Monday—Friday, 9:30AM-4:30PM
 - Limited to once a month
 - Available to clients who are up to date on the agreed upon Compensation Schedule
- Communication is limited on Saturdays & Sundays.

VI. COMPENSATION

Compensation for obtaining a building permit is \$5,000. Automatic recurring payments, in the amount of \$5,000, shall be made to PLANS A LA CART LLC and a one-time payment of \$500 to RB Architect, PLLC shall be:

Payment Schedule	Pmt Amt	Paid To	Customer Receives
At signing of contract	\$ 1,500.00	PLANS A LA CART LLC	Project assessment including preliminary site plan, building app, tree protection analysis (if applicable), and McMansion analysis (if applicable). Important zoning and city requirements. Customer will receive these documents in 30 days.*
30 days after signing contract	\$ 1,500.00	PLANS A LA CART LLC	Preliminary floor plan design and front elevation. Customer will receive these documents in 30-60 days.*
60 days after signing contract	\$ 1,500.00	PLANS A LA CART LLC	Remaining architectural construction documents. Customer will receive these documents in 60-90 days.*
Before submitting plans to city	\$ 500.00	RB Architect, PLLC	Architectural stamps on all CD's, upon payment confirmation to Architect. Customer will receive these documents in 90-120 days.*
*Timelines are practical, but tentative due to the nature of design development and unforeseen delays			

The total fixed amount of the project shall be \$5000 for completing commercial plans, coordination, and administration.

VII. GENERAL CONDITIONS

- Construction Administration Services during construction. This contract is fulfilled when Owner secures a building permit. All construction issues and questions are to be resolved between Owner and General Contractor. The Designer shall neither have control over, be in charge of, nor be responsible for the construction means, methods, techniques, sequences, procedures, or safety precautions/programs in connection with the Work. These are solely the Contractor's rights and responsibilities. The Designer shall not be

responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Construction Documents.

- The Designer's services are being performed solely for the Owner's benefit and no contractor or other third party shall have any claim against the Designer as a result of the agreement with the Owner or the performance or non-performance of the Designer's services.
- The Construction Documents are complimentary and what is required by one shall be as binding as if required by all. The Contractor shall promptly notify the Designer if any discrepancies are found to exist during review of construction documents. The Designer shall be notified of any discrepancies or omissions which could interfere with the satisfactory completion of the work prior to the submission of bids in order to discover and resolve any lack of definition, or conflicts, which might create construction problems. The Designer shall not be liable for defects in work performed for which there are no drawings, details, or descriptions given.
- The intent of the Construction Documents is to indicate the general scope of the project. The general scope includes the design concept, dimensions of the building, major building elements; types of structural, mechanical, electrical, and plumbing systems. The drawings and specifications of general scope documents do not necessarily indicate(or describe) all details required for full performance and completion of the Work. All work is to conform to the drawings and specifications. If there is a conflict within the Construction Documents, then the Contractor shall write a request to receive an interpretation from the Designer.
- The Construction Documents are strictly a graphic representation and are not to be scaled. Written dimensions shall always govern. If a discrepancy is found, it is the responsibility of the Contractor to notify the Designer immediately.
- The Owner and Contractor shall indemnify(hold harmless) the Designer and his consultants/agents/employees against claims, damages, losses, and expenses including, but not limited to, attorneys' fees.
- The Owner and Contractor shall indemnify(hold harmless) the Designer and his consultants/agents/employees from any and all claims, directly or indirectly, arising out of the performance of, or the failure to perform the work.
- The Owner and Contractor shall indemnify(hold harmless) the Designer and his consultants/agents/employees of the condition of the work, job site, adjoining land, driveway, streets, or alleys used in connection with the performance of the work.

- The Owner and Contractor shall indemnify(hold harmless) the Designer and his consultants/agents/employees from any and all claims by workmen, suppliers, or subcontractors involved in the performance of the work.
- The Contractor is responsible for verifying the locations of all existing conditions including utilities. The Designers shall be notified of any discrepancy between field conditions and drawing indications. All dimensions to existing site elements are to be field verified. The Designer shall be notified of any discrepancy between field dimensions and drawing dimensions.
- Delays in payment to Designer will result in days added to project completion date.
- Any reproduction of the design /drawings is prohibited by Federal Copyrights Laws. Any illegal reproduction will be aggressively pursued to the fullest extent of the copyright law. These Design/Drawings are the property of the Designer and shall not be used by another Designer or designer for completion of this or any other project.

VIII. ADDITIONAL SERVICES:

Additional Services are those that are provided in addition to the services described in the scope of work, and shall be paid as a lump sum.

- After design approval, any changes to the plans will constitute additional services.
- Delays in the project caused by persons or entities other than the Designer, and beyond the Designer's control may cause compensation for additional services.
- Designer shall inform Owner of additional services prior to commencing work.

IX. REVISIONS

A revision refers to a modification or adjustment to the original design or deliverable after the client has reviewed the initial submission. For any revisions beyond the first two, included in the base fee, the Client will pay the Designer a fee, set solely by the Designer, ranging from 10% to 30% of the original contract fee. The Client will receive advance notice and must approve any extra charges in writing before work proceeds.

X. TERMINATION

Mutual Agreement to Terminate: Either party may request the termination of this Agreement at any time with the mutual consent of both parties.

Termination for Cause: Either party may terminate this Agreement upon written notice to the other party in the event of any of the following:

- a. Breach of Contract: If either party materially breaches any of its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach.

b. Insolvency: If either party becomes insolvent, files for bankruptcy, makes an assignment for the benefit of creditors, or comes under the control of a receiver, trustee, or similar authority.

Termination for Convenience: Either party may terminate this Agreement at any time without cause upon providing sixty (60) days written notice to the other party.

Notice Requirements: Any notice of termination must be provided in writing to the other party, specifying the grounds for termination and the effective date of termination.

Obligations upon Termination:

- a. Upon termination, the Client shall pay the Designer for all services performed up to the date of termination, together with all reimbursable expenses then due.
- b. Both parties agree to cooperate fully to ensure an orderly and efficient transition or wind-down of the services.

Survival: The rights and obligations of the parties set forth in this section, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration.

XI. STATEMENT OF CERTIFICATION

The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711, Telephone (512) 305-9000, has jurisdiction over individuals licensed under the Architect's Registration Law, Texas Civil Statutes, Article 249a.



8-20-2024

David Bazán

Date

(Please Sign the Online Form)

(Please Date the Online Form)

Eugene Kim

Date