



Proposal for Services

AG Shaw
n5573 Bowers Rd.
Elkhorn, WI 53121

May 10, 2023

RE: Professional services for architectural services for location listed above.

Dear Mr. Shaw:

ALA Architects & Planners, Inc. (hereafter referred to as ALA) is prepared to provide professional services in design and construction documentation and pursuant to your request, respectfully submits the following proposal.

SUMMARY OF SERVICES

I. Architectural Basic Services

A. Description of services:

Provide permit / construction documentation for approximately 40'X56' pole barn addition for office and meeting space with a covered entry design.

- Design will be based on program provided by owner.
- Mechanical and Electrical engineering by consultant - included in proposal.
- ALA will provide architectural site plan. Civil engineering if needed – not included in proposal.
- Fire suppression / alarm to be design build if required – not included in proposal.
- Owner responsible for any zoning, special use or variance approvals.

B. Preliminary Design

- Preliminary code research
- Architectural site plan
- Floor plans
- Front elevation

C. Design Development

- HVAC layout
- All exterior elevations
- Reflective ceiling plan
- Foundation plan

D. Construction Document Review (Held in ALA's office)

- Structural design
- Mechanical design
- Electrical design
- Plumbing design
- Code compliance
- Construction information

E. Completed, signed and sealed construction / permit documentation

F. Permit changes included (If required)

G. Permit application/state fire marshal submittal by others

Choose your level of service:

Basic service:

2 design sessions including 1 final review \$7,800.00 / Retainer: \$4,680.00 (Initial) DAS

Standard service:

3 design sessions including 1 final review
(1) 3-D "Photo Real" color exterior rendering of front elevation \$9,000.00 / Retainer: \$5,400.00 (Initial) _____

Premium service:

4 design sessions including 1 final review
Color "Fly Around" rendering animation of exterior \$10,400.00 / Retainer: \$6,240.00 (Initial) _____

A retainer is asked for to start the process

Progress payment of 80% of the balance during the design process

Final balance due when you pick up your completed plans

Sincerely,

David Dolby
President

I, the undersigned, agree to all terms of this agreement:

Client signature

5/17/23
Date



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I. Extended Services: *(performed at request of client/additional to above)*

A. Civil Engineering	<i>(ask for price)</i>
B. Landscape Design	<i>(ask for price)</i>
C. Site lighting / Photometrics.....	<i>(ask for price)</i>
D. Permit submittal	\$1,200.00
E. Interior Elevations	<i>(ask for price)</i>
F. Construction Administration/Site Observance/site visit	<i>(ask for price)</i>
G. Expedited completion	<i>(ask for price)</i>
H. Testimony, Zoning, Early Assistance, Architectural Review, Hearings	<i>(ask for price)</i>
I. Variance and board meetings etc.	<i>(ask for price)</i>
J. Wind Bracing, FAR, Impervious Calculations or permit application worksheets	<i>(hourly)</i>
K. Mechanical, Electrical & Plumbing engineering	<i>(ask for price)</i>
L. Additional Copies	\$3.50 per sheet <i>(available on request)</i>

OVERVIEW OF SERVICES

I. Description of Service: A. Documentation based upon existing conditions, project descriptions and written requests of the client. B. All instructions must be made in writing; ALA cannot be responsible for documentation created as a result of verbal instructions.

II. Signature & Seal: A. Preparation, signature and seal of architectural construction documentation required to enable client to satisfy local building codes and ordinances in order to apply for needed building permits. B. ALA assumes no responsibility for incomplete or incorrect permits and cannot guarantee that an agency of any government will issue appropriate permits.

III. Permit Application & Revisions: A. ALA will perform reasonable revisions to the design drawings as required by a regulatory agency, provided that the drawings are submitted to the regulatory agency within thirty (30) days of preparation, at no additional cost to client or at additional cost to client, per SUMMARY OF SERVICES.

IV. Field Changes & Standard of Performance: A. All field changes or request for clarification must be submitted to ALA in writing for documented approval prior to construction. B. Owner assumes all financial responsibility for any costs associated with field changes, modifications, design clarifications, incomplete bids, and overall construction. C. ALA will interpret and decide matters concerning the design intent and the decision will be final and shall not be liable for results of the interpretations or decisions so rendered in good faith. D. ALA will not oversee and assumes no liability that the means and methods of construction are being performed within code and industry standards.

TERMS OF AGREEMENT

II. Reimbursable Expenses: A. Expenses in addition to the base and additional or optional fees and are performed at the request of the client. They include but are not limited to, deliveries, mailings costs, postage, courier service, photography, permit fees, etc., and will be invoiced at direct cost plus 15%. B. Additional copies can be provided by ALA by request, at current rate.

III. Consideration & Payment: A. ALA agrees to provide the services listed in the agreement at the agreement price plus reimbursable expenses per II. Reimbursable Expenses, and will prepare and submit invoices with payments due according to the terms stated in I. Payment Schedule. Full payment of invoices are due upon receipt and in all events becomes past due and delinquent upon expiration of said due date. B. A penalty of 18% APR for late payment will be charged from said due date. Client agrees to pay reasonable attorney fees, court costs and other costs of collection including ALA 's (or any of it's employee's) preparation and court appearance time at the current hourly rate, incurred in the collection of said sums pursuant to this agreement. C. ALA retains the right to discontinue work after 7 days without breach of contract, for nonpayment of invoices.



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IV. ALA's Design Process: A. ALA will provide drawings for client review and modifications are available according to SUMMARY OF SERVICES. B. Any modifications inconsistent to this agreement will be billed at the hourly rates of \$190.00/hr. professional, \$95.00/hr. Senior Designers, \$78.00/hr. drafting and \$55.00/hr. secretarial, or current rates in place at the time of service. C. Upon completion, client approval, and final payment, ALA will issue completed documentation.

V. Copies: A. At project completion, the Client will be provided with four (4) sets of architect approved signed and sealed permit drawings along with additional copies per SUMMARY OF SERVICES. B. ALA will provide additional copies upon request at our current rate.

VI. Termination: A. Either party hereto shall have the right to terminate this agreement; upon not less than seven (7) days prior written notice. B. Upon client termination, client shall be liable to ALA for all incidental and consequential damages resulting from termination, including but not limited to, employee time expended, material costs, court costs and reasonable attorney's fees.

VII. Copyright: A. All drawings, specifications and other documents prepared by ALA ("Instruments of Service") are for a single use solely with this project. B. ALA is the author and owner of the Instruments of Service and retains all common law, statutory and other reserved rights, including copyrights and shall have the right to include representation among ALA's promotional materials. ALA grants client a nonexclusive license to reproduce the Instruments of Service solely for use with this project. C. Client's license shall expire if either party terminates this agreement prior to completion of the project. Upon such termination, client shall cease reproducing the Instruments of Service and return all originals and copies to ALA. D. Client warrants and represents that all design information provided to ALA including but not limited to all floor plans, elevations, and sketches, are used by permission of the author. ALA may reasonably rely upon client's warranty and representation. Client shall defend, indemnify, and hold ALA and all its employees, directors, partners and associates, harmless, including the payment of reasonable attorney fees and costs, in the event a claim of copyright infringement is asserted against it arising from ALA's use, reliance, or incorporation of design information provided to it by client.

VIII. Errors or Omissions: In the event of an error or omission on the construction documents requiring a change order or contract adjustment from the builder. The client shall be responsible for all costs that would have been incurred if the error or omission had not occurred. These are considered "first costs" and are not a financial responsibility of ALA. ALA will provide any documentation or architectural services required to clarify the original design intent at no additional cost to the client.

IX. Miscellaneous Provisions: A. Client agrees to indemnify and hold harmless ALA and all of its employees, associates and sub-contractors for any construction defects caused by anyone working on property, errors caused by incorrect information provided by client, client representatives, or other consultants. B. All modifications to this agreement must be in writing and signed by an authorized agent of the party obligated by said modification. Neither party to this agreement may act in reliance on any oral or written statements or representations. C. To the fullest extent permitted by law, the total liability, in the aggregate, of ALA, its officers, employees, agents and independent professional associates and consultants, and any of them to the owner and anyone claiming by, through, or under the owner, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to the ALA's services, the project, or this agreement, including, but not limited to, the total liability or breach of contract or warranty, if any, ALA, its officers, partners, directors, employees, agents and independent professional associates and consultants, or any of them, shall not exceed the total compensation received by ALA under this agreement. D. Client agrees that as the client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against ALA, an Illinois Corporation, and not against any of its individual employees, officers or directors. E. Both parties agree that claims, disputes, or other matters in question shall be subject to and decided by arbitration and the award rendered by the arbitrator is to be final.

X. Obligations and Expiration: A. All obligations of ALA under this agreement expire upon completion and issuance of the documentation. B. This contract is valid for thirty (30) days from contract date and may be withdrawn if an executed copy is not received within said period.

EXECUTION OF AGREEMENT

I. Commencement of Service: A. Services will commence upon receipt of a signed copy of the agreement and any retainers required.