



Brandywine Designs
LLC

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PAHIC #159865

Project Design and Development Agreement

Prepared For:

By:

Mark Wagner, President, Brandywine Designs LLC, PLNA, MCAA

I (we), _____, hereby retain the services of Brandywine Designs LLC, to Design and Build the project(s) as discussed. I (we) hereby authorize and commission Brandywine Designs LLC to proceed with all Project Development activities required in order to successfully complete the project(s).

Design Elements to be included:

Phase 1 - Conceptual Design and Feasibility Study

Concept Design and Feasibility Study services include but are not limited to:

- One additional on-site evaluation for further information and measurements required for the Study.
- As-built drawings of the existing building and rough site plan based on publicly available information and initial onsite efforts to find property lines and corners.
- Development of the Concept designs in VIP3D Professional Landscape Software and Chief Architect Professional Design and Drafting Software.
- One Design Review meeting with clients to review the Concept Designs and make initial revisions according to Owner's wishes.
- Review / researching of the project with local building officials as necessary.
- Written Preliminary Specifications and Budget Projection for the project according to the Concept Design along with allowances for selections.
- One Design Review meeting with Owners to review the Concept Design, any relevant findings from our meeting/conversation with the Township and presentation of the Preliminary Budget and Specifications.

The Retainer must be paid in advance in order for work to proceed and is non-refundable.

The conceptual design phase is the initial design phase of the project. This phase defines the design objectives, limitations, and other relevant criteria.



Phase 2 -Design Development and Construction Documents

After approval of the conceptual designs with the owner, the most promising concept as chosen by the owner will be expanded and finalized according to Owner's wishes. Tasks to be performed during the Design Development phase of the project include:

- Design Review meetings with clients to further define and clarify final design, scope, specifications, layout, texture and color.
- Working with Owner(s) in choosing final product/material selections.
- Consultation as necessary with trade subcontractors in the design process.
- If required and only upon client approval, coordination of Professional Service providers including but not limited to: Registered Architects, Inspectors, Structural Engineers, Civil Engineers, Surveyors, and Land Development Legal Counsel
- Securing bids from all subcontractors involved
- Prepare Hardscape Layouts, Plantings and Lighting.
- Preparation of the 3-D model to illustrate the proposed Hardscapes, Plantings, and Lighting
- Comprehensive Specifications
- If township requires sealed plans, the additional fee for the Engineer's seal will be an additional charge.
- Development of detailed specifications and final budget for the project and presentation of a formal Construction Agreement.
- Presentation of a complete fixed cost Construction Proposal.
- On-going design consultation services as needed throughout the duration of the project.

The Design Development and Construction Documents phase is the final design phase of the Design and Development phase of the project. The computer model is finalized to complete the construction documents for permit review by the township and construction by Brandywine Designs LLC. The necessary embellishments are added to the documents, i.e. notes, dimensions, stormwater management, etc.

Opinion of Probable Cost for this Project: \$*

Design Service Retainer: \$**

*Brandywine Designs' Opinion of Probable Cost is based on our internal Project Budget Worksheet and experience of what similar projects have cost in the past. The final cost as Presented in the Construction Agreement may vary significantly from the OPC. The design process is intended to help design the project within the customer's budget.

**Design services are currently provided on the basis of 2% of the Opinion of Probable Cost.



Disclosures

Ownership

Drawings, specifications and other documents, including those in electronic form, presented by Brandywine Designs LLC and prepared by our consultants are Instruments of Service for use solely with respect to this project. Our consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights of said documents. Payment by owner of the retainer associated with this agreement is given in consideration for the time invested by our consultants in the design process and grants owner a license to use the Plans only for this project but does not infer or transfer ownership of the drawings.

Continuation

It is hereby understood that this Design and Development Agreement is not a Construction Agreement and the associated retainer will not apply to the Construction Agreement once presented. Signing this agreement also does not bind owner to ultimately authorize the Construction Agreement once presented.

Cancelation

Owner may cancel this agreement at any time. Owners must inform Brandywine Designs LLC in writing, delivered to the address on the cover page of this document, if they wish to terminate this agreement. The retainer fee remains non-refundable.

Professional Services

When required by your municipality for permit approval our drawings will be sealed /certified by a registered structural engineer with any **additional cost to be paid by the Owner(s)**.

Liability

Brandywine Designs LLC does not take responsibility for and will not be liable for any work associated with or built from these plans, sealed or unsealed, by anyone other than Brandywine Designs LLC.

Schedule

It is understood that **Brandywine Designs LLC is unable to place projects in our construction schedule, or to hold space in the schedule, until a signed construction agreement and the accompanying deposit has been received.** If owner desires to be placed in our schedule prior to providing a signed construction agreement, a non-refundable deposit of 10% of the Preliminary Budget must be provided. In this case, the Design Fees associated with this Design and Development Agreement are waived.

Deposit Received _____

I/We hereby acknowledge that I (we) have read the outline above and now retain Brandywine Designs LLC to perform Design and Development services on our behalf and hereby agree to pay Brandywine Designs LLC in accordance with the guidelines stated above when payment is due and without retention.

Owner's Signature: _____ Date: _____

Brandywine Designs LLC _____ Date: _____

Mark Wagner, President

