

# L&S Design -n- Construction of Florida, LLC.

A Design and Construction Management Firm

## DESIGNER OF RECORD (DoR) CONTRACT FOR SERVICES

May 14, 2019

**PROJECT ADDRESS:** 7605 N Firwood Circle, Citrus Springs, FL 34433 (Parcel ID: 18E17S100120 08690 0200)

**PROJECT OWNER (The Client):** Pollard, Brian & Jennifer 889 W Homeway Loop Citrus Spring Fl. 34434

**PROJECT DESCRIPTION (The Project)** - Scope to include the necessary plans and information needed to present to the County/City so the Client will receive a construction permit. The plans to include all structural and architectural<sup>1</sup> design elements of the home. The scope for the residence to include approximately 1834 sq. ft. Living space (Main Living Space) and 516 sq. ft. for open garage/shop (Unconditioned Space). The basic structure/envelope to be constructed as concrete block (loadbearing exterior wall) structure on 1 floor using wood trusses on a monolithic slab.

### Responsibilities of Designer of Record (DoR) -

L&S Design -n- Construction of Florida, LLC (DoR) will provide design services in the areas of architectural,<sup>1</sup> mechanical, plumbing, electrical, and communication (See "Project Services Include"). DoR will coordinated with Furman and Hilpert Engineering Inc. (EoR) for structural and civil portions of this quote as needed. DoR ensuring the construction plans to satisfy local and state building code compliance and are to be based on the guidelines as defined in the Florida Building Code 6<sup>th</sup> Edition 2017. DoR to provide 3 complete sets of plans to the Client and 1 to the EoR for his archival records.

<sup>1</sup> The term "architectural" is used in the lower-case form. The term is used to describe the graphic, diagrammatic assembly of data, standards, and information of building construction in the areas of light frame construction, roofing, waterproofing, curtain wall construction, energy conservation, security, space planning, interior finishes, and fixtures such as cabinets.

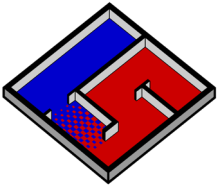
<sup>2</sup> Hardware includes such items but not limited to, shower stall, sinks, doors, windows, door knobs, etc.

### PROJECT SERVICES INCLUDE:

#### A. Schematic Phase:

The DoR shall produce Schematic Drawings to be used for identifying, capturing, and expressing architectural<sup>1</sup> design intent. The Schematic Design will address; Space Planning and Room Layout; Type of Construction (i.e. frame, post and beam, CMU and truss, ICF). Schematic Phase includes "reasonable" time for needed consultation; up to three (3) conceptual revisions Including 3D visualizations/renderings and printed copies of renderings for client review. Once approved by client, the DoR shall use the Schematic Design as the basis for preparing Construction Drawings Phase, to be sealed by the Engineer of Record.

*Note: Substantial changes in the schematic plans once approved by client may lead to added cost do to related design changes.*



# **L&S Design -n- Construction of Florida, LLC.**

A Design and Construction Management Firm

---

## **B. Construction Drawings Phase:**

The Construction Drawings Phase begins after the Client provides written approval to the DoR of the Schematic Design. The Designer shall use the approved Schematic Design as the basis for preparing Instruments of Service (Plan Set). The Construction Documents consisting of construction details, building specifications and recommended hardware<sup>2</sup> to be used in the construction of the Project. The precise level of detail included in Construction Drawings shall be measured by the requirements of the presiding plan review department. The CD's will include, but not limited to, all drawings and detail needed to be considered a complete Plan Set for permitting as define by Section 107.3.5 (Residential) in the Florida Building Code 6<sup>th</sup> Edition. A plan set will include, but may not be limited to:

- Floor plans / Space Plan
- Life Safety Plan (Commercial Only)
- Conceptual Site Plan
- Reflective Ceiling Plan
- Roofing Plan (Only for reference)
- Framing / Structural\*
- Elevations and Sections
- Isometric Renderings
- Electrical Plans / Plumbing Plan / Mechanical Plan\*\*
- Product Submittals and Fixture Schedules (as needed)
- Building Product Approvals List\*\*\*

\*The DoR will engage, as needed, a Civil and Structural Engineer to review and approve the areas of the CD that are so requires. Any cost associated to the services of the Civil or Structural Engineer will be listed below.

\*\* The DoR will provide only fixture locations and type for plumbing and electrical and mechanical equipment. disciplines, M.E.P calculations, product approvals and functional design and specifications to be done by Licensed Sub-Contractor's as contracted by the Client and/or G.C. (i.e. Sanitary Isometric Diagram, Mechanical Energy Calculations, Electrical Panel Calculations) Client responsible for Electrical Engineering for all commercial project.

\*\*\* The DoR will provide Building Product approvals for Simpson Strong-Tie, envelope related building elements (i.e. roofing and house wrap) excluding windows and doors.

## **Deliverables:**

**Client Portal** - The DoR will provide secure access to a "Client Portal" on the DoR's website to the Client. The Portal will store and maintain ongoing information of the project (i.e. Approvals, renderings, plan sets...). The DoR reserves the right to manage the "Client Portal" has needed to provide service to his clients. The DoR remains owner of such material until final payment is made (see Exclusions and Conditions #8). The Client will have access to the Client Portal for a min. of 6 month after final payment is received for the project reference.

**Printed Plan Set** - Prior to final payment, the Designer shall deliver watermarked Plan Set to the Client for final approval along with a final invoice. Receipt of Final Payment by the Designer shall constitute the Client's acceptance of Plan Set, and then the DoR will provide up to 3 sets of color printed plans without a watermark for use by the owners as they see fit.



# **L&S Design -n- Construction of Florida, LLC.**

A Design and Construction Management Firm

---

## Exclusions and Conditions:

1. This proposal does not include surveying, construction staking, geologic/soil testing, as- built surveying, as- built drawings, landscaping/irrigation plans construction/erection project management, supervision, inspection, or project safety.
2. The DoR's responsibility to provide services under this Agreement continues until all approvals and/or permits from authorities having jurisdiction over the Project have been obtained; however, the obtaining of such approvals and permits shall not be used to justify delaying Final Payment to the Designer. The DoR shall be obligated to make all required changes to the Construction Drawings at no additional cost after Final Payment has been received from the Client in order to satisfy any findings of deficiencies by the City Building Review Process or any other governing bodies.
3. Additional costs may be billed, with the approval of the client, for extra work or changes that were not anticipated or not included in the above in Project Services.
4. L&S Design as DoR, will be available to address any design related issues once construction begins. Any additional cost will be negotiated with client.
5. Engineer of Record (EoR) / Prime Professional for the structural aspects to be provided by Furman and Hilbert Engineering Inc., 13424 Brooksville Rock Road, Brooksville Florida, 34614.
6. Brooksville, Florida 34614 Client will provide information relevant to the project as it relates to the DoR responsibilities to deliver the instruments of service. The Client shall indemnify, defend, and hold the Designer harmless from and against any claim, suit, damages and expense, including attorney's fees, arising from or out of any claim by any party that its rights have been or are being violated or infringed upon with respect to any materials provided to the Designer by the Client.
7. DoR ensuring the construction plans to satisfy local and state building code compliance and are to be based on the guidelines as defined in the Florida Building Code 6<sup>th</sup> Edition 2017.
8. Drawings, specifications and other documentation, electronic or otherwise, prepared by the DoR, are the Instruments of Service for this Project. The Designer and the Client shall be considered joint authors and owners of these Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights until such a time the DoR is paid in full and the Client will acquire sole position and rights of the construction documents. One complete set of plans becomes the property of the EoR to keep on file as long as required by law.
9. In the event the Client cancels or decide at any time throughout the life of this contract not to complete the defined scope, the Client agrees to pay the DoR for the work completed up to that point as a prorated amount of the outstanding amount due. The DoR will deliver electronically all work completed to that point to the Client.
10. L&S Design and Construction of Florida, LLC (DoR) is not responsible for obtaining any permits or permit fees.



# L&S Design -n- Construction of Florida, LLC.

A Design and Construction Management Firm

## Rate and Payment Schedule:

### Home Design Rate:

Built Out Conditioned Space 1,834 sq.ft. MOL @ \$1.50/sq. ft. = \$2,751.00

Unconditioned Space 516 sq. ft. MOL @ \$1.00/sq. ft. = \$516.00

**Total Design Contract Value ... \$ 3267.00**

**Engineering Review and Seal Cost, Not to Exceed \$300.00** (To be paid at the delivery of CD's)

No Civil Engineering Included

## Payment Schedule:

- Project commencement: \$ 717.00 (Due upon execution of this contract)
- Completion of Schematic: \$850.00 (1/3 Balance Due)
- Delivery of the 1st draft of Construction Documents: \$850.00 (1/3 Balance Due)
- Delivery of complete Construction Documents: \$850.00 (1/3 Balance Due)

## Additional Services Available:

- Development of finish schedules to include (but not limited to): wall coverings, paints, flooring, kitchen and bathroom casework and fixtures, etc. – Add \$500.00 (Exterior Materials to be included in services; Appliances not included)
- Additional copies of the plans; not sealed \$2.00 per page; sealed \$4.00 per page or \$20.00 Min.

## Payment Terms and Conditions

- Payment for services is due within 15 days from the date of the invoice. Nonpayment of invoices may be considered grounds for stopping the work on the project, placing a lien on the project property and/or terminating this contract.
- In the event of nonpayment, Client agrees to pay outstanding balance plus all costs and expenses related to the collection of the outstanding balance.

I/we the undersigned do hereby agree to the terms and conditions as set forth as stated above.

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

Date:

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

L&S Design -n- Construction of Florida, LLC (DoR)

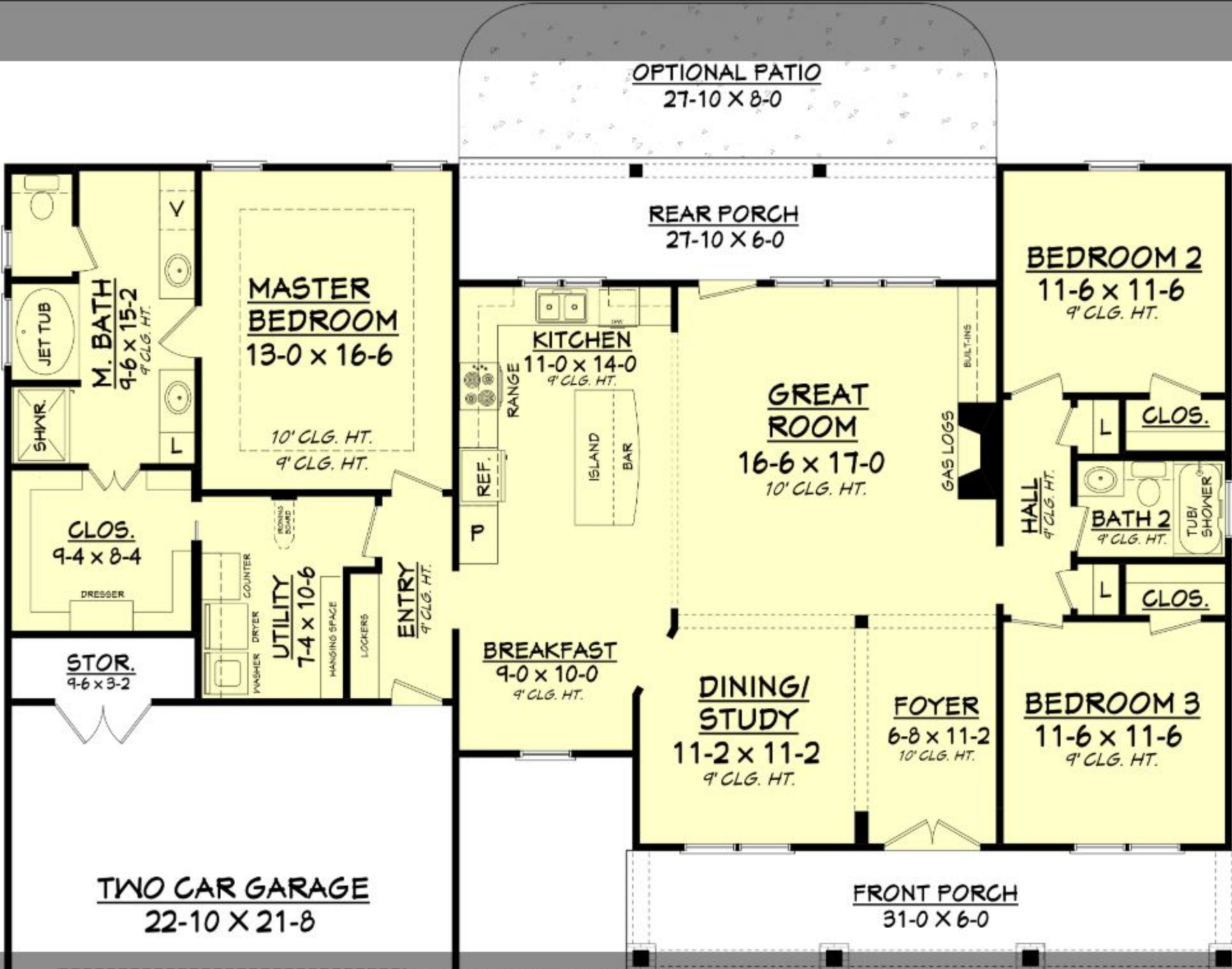
Date:





Home Plan: #142-1082 Ranch Style House (#142-1082) at The Plan Collection.





Home Plan: #142-1082 Floor Plan First Story - Floor Plan Main Level