

## NRC Architecture & Design Office Inc.

23-4-5F Higashi nihonbashi 2-choume,  
Chuou-ku, Tokyo, Japan 103-0004  
TEL +81 3 6751-8306 FAX +81 3 6745-8098  
E-mail: hp@nrcgroup.co.jp

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### Agreement Between Client and Architect

This **Agreement** is made on: \_\_\_\_\_  
**Between** the client:

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

and the Architect:  
NRC Architecture & Design Office Inc.  
23-4-5F Higashi nihonbashi2-choume  
Chuou-ku, Tokyo, Japan103-0004

For the following Project: \_\_\_\_\_

#### I . Scope of Work:

- Item #1
- Item #2
- Item #3

#### II .Architect's Responsibilities:

1. Field measuring and observation.
2. Zoning analysis and assistance with obtaining approvals/variances.
3. Preparation of preliminary design and presentation to client.
4. Preparation of final design, in accordance with client's response to preliminary design. The design Phase generally consists of two to three design Revisions (SK1 through SK3). Design changes beyond this number will result in additional fees.
5. Preparation of detailed Construction Documents for obtaining bids from contractors, for obtaining building permit, and for use by the contractor to construct the Project. Construction Documents shall include:

**Drawings:** Plot plan, general Notes, Foundation Plan, Floor/Framing Plans, Window/Door Schedules and details as required, Finish Schedules, Partial Building Elevations, Building Sections, necessary interior elevations and sections. (Heating, ventilation, and conditioning design shall be completed by the mechanical subcontractor or others and not included in the Architect's Scope of Work.)

**Specifications:** Site work, Concrete, Masonry, Metals, wood and Plastics, Doors and Windows, Finishes.

6. Construction Administration: construction site visits (as required); interpreting the Construction Documents ( including, but not limited to: (i)issuing timely responses to contractor's request for Information and other requests for clarification; and (ii)reviewing and approving (or taking other appropriate action in connection with) contractor's submittals and shop drawings, if any, and rejecting nonconforming work.

#### III. Client's responsibilities:

1. Provide full information about the objectives, schedule, and constraints of the project. The Architect may rely on the accuracy and completeness of information furnished by the client.
2. Establish a budget with reasonable contingencies that meet project requirements.
3. Furnish surveying, geotechnical engineering and environmental testing as requested.
4. Employ a contractor to perform the construction work and provide cost-estimating services after the completion of the preliminary design and before the preparation of final construction documents.
5. The costs associated with any structural modifications/redesign and or repairs required because of unforeseen conditions uncovered during construction, shall be the responsibility of the client.

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### IV. Payments and Compensation to the Architect:

1. Architectural Services are based on the construction cost calculated as follows [to be confirmed with client]  
with estimated total fees in the range of \$0000.00 to \$0000.00  
**(Project costs are preliminary estimates only and may increase or decrease as elements become necessary which were unanticipated or added to the project by the clients)**
2. General Payment Schedule:
  - a. **Retainer** : An initial payment retainer of \$000.00 shall be paid upon execution of this Agreement and will be credited to the final payment. (The final payment is typically the invoice for the final Construction/Bid Document Drawings).
  - b. **Design Phase**: Payment at completion or near completion of the Design Phase. (May be broken into two payments depending on size and scope of the project.)
  - c. **Construction/Bid Documents Phase**: Payment at completion of the Construction/Bid Documents Phase.
  - d. **Additional Services**: Additional services such as letters, addendums, changes construction site visits, and supplementary copies, and detailed construction cost estimating are billable expenses and due at the completion of the service.
3. **Final signed and sealed drawings will be issued to the client upon receipt of payment for the final construction/bid documents phase.**
4. The Architect shall be compensated for reimbursable expenses such as reproductions and postage. The Architect estimates that reimbursable expenses for this project will be in the range of \$00.00 to \$00.00.
5. The Architect shall be compensated for any project related transportation and accommodation expenses. The Architect estimates that transportation and accommodation expenses will be in the range of \$0000.00 to \$0000.00.
6. Zoning Board of Adjustment meeting(s) or other required meeting(s) shall be billed at \$0000.00 per meeting.
7. Construction Site Visits: Site visits shall be billed at a flat rate of \$0000.00 per visit. There shall be no charge for site visits not requested.
8. Letters required by Municipality due to changes made by the client, contractor, or unforeseeable site conditions, shall be billed to the owner at \$00.00 per letter, unless such letter is made necessary by the Architect's error or omission.
9. Revisions and Addendums requested after the issuance of the Final Construction Drawings will be billed at an hourly rate of \$000.00, unless such revisions are necessary by the Architect's error or omission.
10. Payment are due and payable within thirty(30) days of client's receipt of the Architect's invoice. Payments shall be made via bank deposit transfer. Undisputed amounts unpaid (30) days after the invoice date shall bear interest from the date payments are due at a rate of (2%) per month.
11. This proposal shall be void after (4) months of the above contract date. The architectural fees listed in this proposal shall be valid for (12) months after the client's acceptance of this contract. Architectural fees may be increased if services are required beyond (12) months.
12. Summary Construction Cost Estimate will be prepared internally NRC Architecture & Design Office Inc. in accordance with Japanese architectural circumstance. The construction estimate shall be based on completed Construction Drawings prepared by the Architect. This bid is intended to be used by the client for informational purpose when receiving and reviewing bids from various contractors/bidders. The estimate may be negotiated into a Construction Bid/Contract with the selected contractor.

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### V. General Conditions:

1. The client has the right to cancel Architectural Services at any time for cause or for the client's convenience and will be responsible only for payment for services performed up to the date of cancellation. Any cancellation of Architectural Services shall be done in writing.
2. If the client fails to make payment on any undisputed amount, then the Architect has the right to suspend work and shall not be held responsible for any delays as a result.
3. If any dispute arises out of or relates to this contract, or breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under local Arbitration Association of relevant country before having recourse to a judicial forum. No written or oral representation made during the course of any mediation shall be deemed a party admission.
4. Changes in scope requested by the Client that are inconsistent with client's prior approval of the Final Design Drawings, may result in additional work and shall be considered beyond the scope of this Agreement. The Architect will notify the client, prior to commencement of the additional services, of any time delays and additional fees that may be incurred.
5. It is suggested that general Contractors be involved to review design drawings in order to provide the client with preliminary estimates. The budget for the project as established by the client does not include items purchased separately by the client, such as cabinets, appliances, decorative light fixtures, specialty items, etc. The client is responsible for considering cost allowances for such additional items.
6. The architect will make every effort to work within the design budget as set forth by the client. The Architect cannot be held responsible for significant changes for labor and material costs in the construction market.
7. The Architect shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of person to, hazardous materials in any form at the project site.
8. It is hoped that the services provided by the Architect be respected by both the client and the General Contractor. The Architect shall be notified of any proposed divergence from the intent of the work inferable from the Final Construction Documents and the actual work to be performed by the General Contractor. Prior to the execution of the work, the Architect shall approve any changes made to the Architectural design. The Architect's decision, in consultation with the client, on aesthetic issues arising between the Architect and the General Contractor shall be final if consistent with the intent expressed in the Contract Documents.
9. The Architect may visit the site at intervals appropriate to the stage of construction to become familiar with the progress and the quality of the work and to determine if the work is being performed in accordance with the Contract Documents. The Architect shall not be required to make continual on-site inspections. The Architect shall have reasonable access to the work wherever it is in its preparation or progress.
10. The Architect shall have the right to use any drawings and photographs taken before, during and after construction for marketing purposes.
11. The client shall be issued a copy of the design documents including, but not limited to, the Final Construction Documents for their records. They may use this copy for the purpose of completing, maintaining the Project and for future alterations and additions.

By: \_\_\_\_\_  
Hajime Tsuruta, NRC Architecture & Design Office Inc. Date

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