

3.1

DESIGN-BUILD PRECONSTRUCTION SERVICES AGREEMENT

CONTRACTOR'S NAME: THE GALLICK CORPORATION
ADDRESS: 111-C CARPENTER DRIVE
STERLING, VA 20164
PHONE: 703-787-0313
FAX: 703-787-9569
LIC #: STATE-035908A COUNTY 21-3923

DATE:

OWNER'S NAME:
ADDRESS:

PROJECT ADDRESS:

I. PARTIES

This contract (hereinafter referred to as "Agreement") is made and entered into on this day of , by and between , (hereinafter referred to as "Owner"); and THE GALLICK CORPORATION, (hereinafter referred to as "Contractor"). In consideration of the mutual promises contained herein, Contractor agrees to perform the following work:

DEVELOP BLUE PRINTS FOR

GENERAL BACKGROUND INFORMATION AND ANTICIPATED SCOPE OF WORK

Owner and Contractor have been discussing Owner's project referred to above. Owner does not yet have a fully detailed set of plans for this project which are generally suitable for pricing or construction by a Contractor.

Owner agrees to meet with Contractor from time to time in order to provide information to Contractor regarding design, cost, function, and aesthetics of the project.

Owner would like Contractor to develop plans and certain specifications which are generally suitable for construction by Contractor.

A. ANTICIPATED SCOPE OF WORK

The scope of the plans and specifications to be provided by Contractor is strictly limited to the following:

_____ Conceptual Design Sketches
_____ Floor Plan
_____ Foundation Plan
_____ Framing Plan
_____ Exterior Elevations
_____ Interior Elevations
_____ Interior Finish Schedule For Doors, Hardware and Trim

_____ Engineering

_____ Other: _____

_____ Engineering Details and Outside Consultants Listed Below (Owner will directly pay for and enter into separate agreements with these outside consultants and services.):

1. GEOTECHNICAL ENGINEER
- 2.
- 3.
- 4.

Owner expressly authorizes Contractor to rely on the accuracy of any existing reports (e.g., surveys, engineering reports, etc.) furnished to Contractor by Owner.

1. TARGET BUDGET RANGE: The target budget range for the construction phase of the project is: \$ to \$, *exclusive of the following:* Outside consultant fees, Change Orders after the initial plans have been prepared, land costs, finance fees, public and private utility company hook-up fees, any work inconsistent with the design criteria set forth below.

2. DESIGN CRITERIA FOR ESTABLISHING TARGET BUDGET RANGE: Due to the fact that the plans and specifications are not fully developed at the time this Agreement is entered into, the target budget price for construction is based on the following design criteria:

SCOPE OF WORK DISCUSSED WITH OWNER

GENERAL CONDITIONS

A. TIME TO COMPLETE INITIAL DESIGN WORK ABOVE

The date when plans suitable for Contractor's pricing purposes will be ready is estimated to be:

B. CONTRACTOR'S COMPENSATION AND BILLING

Owner agrees to pay Contractor in one of the methods set forth below:

1. LUMP SUM AMOUNT: Owner agrees to pay the Lump Sum Amount of \$ (exclusive of the cost of outside consultants, engineers, permit fees, and any work not specifically included above). However, if the scope of the design work is increased by Owner, then Contractor will adjust the Lump Sum Amount of this Agreement with a written Change Order.

2. HOURLY RATE: Owner agrees to pay Contractor at the hourly rate of \$ per hour to perform the Preconstruction Services noted above.

Contractor will bill for his time on a periodic basis.

Payment is due within seven (7) days of receipt of Contractor's invoice.

C. FUTURE CONSTRUCTION WORK

Owner has indicated a willingness to work with Contractor in the construction phase of the project, if the project can be built for a cost that is within Owner's budget. However, Owner is under absolutely no obligation to have the Contractor build the project. Owner and Contractor will enter into a new and separate agreement covering the construction phase of the project.

D. USE OF PLANS AND SPECIFICATIONS

The plans and specifications are being developed by the Contractor for the sole use of the Contractor named in this Agreement. All copyrights in and to the plans and specifications that are being developed in connection with this Agreement are the sole property of the Contractor. If the Contractor named in this agreement is not awarded the construction agreement, Owner is *strictly prohibited* from using these plans and specifications for *construction*. However, Owner may furnish these plans and specifications to an architect or other competent design professional to be used strictly for conceptual design ideas, *not for construction*. Owner's new architect or design professional will then take complete responsibility for the accuracy and suitability of *all* plans.

E. INDEMNIFICATION

If the Contractor who is a party to this Agreement does not build this project, then he is fully released, held harmless, and indemnified by Owner from liability and claims of every kind (including attorney's fees) related to the use of these drawings and specifications by any and all persons subsequently engaged by Owner or a future Owner of this property to design or build the project.

The Contractor named in this Agreement is hereby released, held harmless, and indemnified from all claims of every kind whatsoever (including attorney's fees) brought by any person or entity that result from alleged errors or omissions existing in the plans or specifications of Contractor *if* these plans are relied on in any way by anyone other than this Contractor and his designated agents in building or designing the project.

F. TERMINATION

Owner may terminate this Agreement at any time during the design phase by giving Contractor written notice of the termination and providing payment to Contractor for all services rendered through the date of termination. Upon termination and payment for all work performed to date, all drawings, details, and estimates performed through the termination date by Contractor will be delivered to Owner, subject to the limitations in the "Use of Plans and Specifications" clause above. Contractor may terminate this Agreement if payments are not made to Contractor or outside consultants in accordance with the terms of this Agreement.

