

COPLEN CONSTRUCTION, INC.

P.O. Box 1749
Warsaw, IN 46581
574-269-1673

DESIGN – BUILD HOME PLANNING CONTRACT

This agreement created this ____ day of _____, **2005** between **Coplen Construction, Inc.** hereinafter called “Planner” and _____ hereinafter called “Client”. This agreement controls the terms of the home planning process between the Planner and the Client.

Initial Meetings

The Planner offers the following planning services at no charge to Client:

- Review Client’s proposed building site.
- Discuss development concerns as they relate to the land.
- Discuss infrastructure needs and availability.
- Critique any plans provided by Client.
- Review and discuss the client’s current building specifications, needs, and wants.
- Offer builder perspective on feasibility.
- Offer builder perspective on estimated cost.
- Compare Client’s project to similar completed projects with cost analysis.
- Discuss inherent cost differences between different types of construction.
- Develop an action plan for future planning.

Preliminary Planning Process

Coplen Construction, Inc., for the express purpose of planning and construction of the home by Coplen Construction, Inc. and no other, If compensated by Client as described below, will do the following:

- Prepare ¼” scale preliminary floor plans and elevations of proposed project.
- Visit Client’s proposed building site.
- Meet with health officials on site if site septic system required.
- Arrange for soil borings, if required, if soil bearing is questionable.
- Prepare preliminary site plan from Client supplied site survey.
- Determine project budget goals.
- Determine if planning goals and budget goals are achievable.

Preliminary plans will be billed to Client at a rate of thirty five dollars (**\$35.00**) per hour for actual computer aided drafting (hereinafter referred to as “CAD”) time used. No hours will be billed for Client meetings and on site meetings. Should Client decide to not pursue this project further, all preliminary prints will be returned to Coplen Construction, Inc. and Planner will supply a billing accounting for the CAD time to that date that will be presented to Client and Client agrees to compensate Planner for all CAD time incurred to date. Billing will be due upon receipt.

Final Planning, Specifications, and Contract Procedure

Coplen Construction, Inc. for the express purpose of the construction of the project by Coplen Construction, Inc. and no other, if compensated by the Client as described below will:

- Detail plans created in the Preliminary Planning Process.
- Prepare foundation, roof, stakeout, piling, and any necessary cross section plans.
- Prepare all plans necessary for the construction of the project.
- Prepare detailed takeoff bid for cost proposal purposes.
- Prepare detailed contract specifications list accounting for bid documents.
- Prepare contract documents detailing allowance items.

Contract Continued:

Final Planning, Specifications, and Contract Procedure Continued:

Prepare all required documents for Client to obtain financing.

Final plans will be billed to Client at a rate of thirty five dollars (**\$35.00**) per hour for actual CAD time used. No hours will be billed for Client meetings and on site meetings. Should Client decide to not pursue this project further, all final prints will be returned to Coplen Construction, Inc. and Planner will supply a billing accounting for the cad time to that date that will be presented to Client and Client agrees to compensate Planner for all CAD time incurred to date. Billing will be due upon receipt.

All plans and documentation remain the property of Coplen Construction, Inc. unless agreed in writing between Planner and Client and suitable compensation over and above the net cost of preparing the plans is made to Coplen Construction, Inc.

Expectations

Although every effort will be made to design a home with-in a set budget, **no guarantee whatsoever is implied that the plans developed will meet that budget.** Planner only provides guidelines and suggestions to Client during the planning process. It is the responsibility of the Client to either accept these guidelines and suggestions or request a change that may affect the ability of the plan to meet budget expectations. If the project does not meet the budget goals the Client is still responsible for compensating the Planner as stated above.

Revisions in the original plans will be made at the request of the Client during all stages of the project. Revisions to plans will be billed to Client at a rate of thirty five dollars (**\$35.00**) per hour for actual CAD time required to make requested revisions.

Client may request additional cross sections or interior elevations to better see details that are not required for construction purposes. These additional requested plans will be billed to Client at a rate of thirty five dollars (**\$35.00**) per hour for actual CAD time required to make requested revisions.

In some extreme circumstances, an outside engineer or designer may be enlisted to work on Client's project. An example would be that the county health department would require an engineer to design a septic system for the project. Any costs for plans and services required for and outside design or engineering firm will be passed directly to Client at Planner's cost if the bill is paid directly to the firm and paid within the terms of their bill.

We the undersigned agree to abide by the terms of this contract. This contract can be terminated at any time by either party.

This document executed this ____ day of _____, **2005**

Planner: Coplen Construction Inc.

Signed: _____

Name: _____

Title: _____

Client: _____

Signed: _____

Name: _____