



## C. Y. WU ARCHITECTS INC.

18403 VILLA CLARA ST. ROWLAND HEIGHTS, CA 91748

TEL.: (626) 912 3289 EMAIL: stevecyw@gmail.com

WEB SITE: CYWUARCHITECTSINC.COM

### ***CONTRACT:***

**Name:** MEI LING CHEN

**Address:** 809 E PINE STREET

**City & St.:** COMPTON, CA

**Tel:** (626) 560-5581

**Date:** November 5, 2018

☒ New ☐ Addition ☐ Remodeling ☒ Residential ☐ Commercial  
( NEW 6-8 UNITS CONDO ABOUT 1,200 SF PER UNIT PLUS 2-CAR GARAGE )

☒ Schematic Design ☒ Design Development  
☒ Construction Document ☐ Bidding and Negotiation  
☐ Construction Observation

Provide the above services for the sum of  
\$ 47,000 .(FORTY SEVEN THOUSAND ONLY )

### **Payment Schedule**

INITIAL PAYMENT	\$2500 ( NON-REFUNDABLE), \$5,000	15%
SCHEMATIC DRAWING APPROVED BY REGIONAL PLANNING		15%
CONDITIONAL USE APPROVAL BY PLANNING DEP		30%
SUBMISSION TO BUILDING DEP. FOR PLAN CHECK		30%
Plan check approved by city		10%

### **Exclusion:**

SEE 2ND PAGE

owner:

\_\_\_\_\_

Architect:

C Y Wu Architects Inc  
18403 Villa Clara St.  
Rowland Heights, CA 91748

signature

date

signature

date



**C. Y. WU ARCHITECTS Inc.**

**18403 VILLA CLARA ST ROWLAND HEIGHTS, CA 91748**  
**TEL.: 626 9123289      stevecywu@yahoo.com**

**Ref.: New 6-8 UNITS PUD at 809 E PINE ST., COMPTON, CA**

**Scope of works:**

To provide architectural plan, and detail for above project, which is proposing about 6 Units PUD, 2-story building. The building area is about 2,100 sf including 2-car garage, 2-3 different styles. The total area is subjected to be approved by planning department.

The scope of works include the followings: 1. architectural design and details, 2. structural calculation, framing plans and details, 3. energy calculation T-24, The required drawings to be submitted and approved by planning department, fire department, and building department and engineering department.

Quotation of Architectural Service fee: \$47,000

**Exclusion: 1. Plan check fee and other fees from city , 2. soil test and soil report-estimate cost \$3000. 3. topo map, grading and drainage plan, and subdivision-\$21,000. 4. landscaping and irrigation plan by landscape architect, 5. color rendering perspective drawing fee (\$1500)**

**conditional use permit**

**a. public hearing application fee**

**b. 300ft or 500 ft radius map and mailing labels--estimate-\$500**

**c. public hearing sign and poster---\$400**

**Payment schedule**

Initial payment 15%

Schematic dwgs reviewed and approved by city's planning, and fire department 15%

conditional use permit approved by planning department 30%

Submit plan to building department plan check 30 %

Plan check approval 10 %

**Article 1**  
**Scope of Architect's Basic Services**

**1.1 Schematic Design Phase**

1.1.1 The architect shall review the program furnished by the owner to ascertain the requirements of the project and shall arrive at a mutual understanding of such requirements with the owner.

1.1.2. Based on the mutually agree-upon program, schedule and construction budget, the architect shall prepare, for approval by the owner, schematic Design documents consisting of drawings and other documents illustrating the scale and relationship of project components.

**1.2 Design Development phase**

1.2.1 Based on the approved Schematic Design Documents, the architect shall provide for the approval by the owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

1.2.2. Design development phase may be omitted by architect for small and residential room addition projects

**1.3 Construction Document phase**

1.3.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the project, the architect shall prepare construction documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the project.

**1.4 Bidding or Negotiation Phase**

1.4.1 This section is omitted

**1.5 Construction Phase-Administration of the construction contract**

1.5.1. This section is omitted

**Article 2**  
**Additional Services**

**2.1. General**

2.1.1 The services described in this article 2 are not included in Basic Services unless so identified in Architect's basic services, and they shall be paid for by the owner as provided in this agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 2.2. shall only be provided if authorized or confirmed in writing by the owner. If services described under Contingent Additional Services in Paragraph 2.3 are required due to circumstances beyond the architect's control, the architect shall notify the owner prior to commencing such services. If the owner deems that such services described under Paragraph 2.3 are not required, the owner shall give prompt written notice to the architect. If the owner indicates in writing that all or part of such Contingent Additional Services are not required, the architect shall have no obligation to provide those services.

2.2.1 Providing extra sets of blueprints. Architect generally provide 2 sets of blueprint for city building department's plan check. building department will return one set with approved stamp to contractor or owner at time of pulling permit. If extra set of drawings required, architect will charge \$3 per sheet plus handling fee.

2.2.2. Job site construction observation beyond architect basic services. if construction observation is required by owner, architect will charge \$125 per hour, min 2 hrs including traveling time, and service shall only be provided if authorized or confirmed by owner.

2.3. Contingent Additional Services( \$150 per hour minimum 2 hours plus travel time or blueprint (\$3 per sheet)

2.3.1. Making revisions in drawings, Specifications or other documents when such revisions are:

1 inconsistent with approvals or instructions previously given by owner.

2. required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents

3. due to changes required as a result of the owner's failure to render decisions in a timely manner.

4. discovered condition which is not part of the scopes and owner fails to response and approve the additional fees.

**Article 3**  
**Owner's responsibilities**

3.1.1 The owner shall provide full information regarding requirements for the project, including program which shall set forth owner's objective and site requirements

3.1.2 The owner shall establish and update an overall budget for the project

3.1.3. The owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures, adjacent drainage, rights of way, restrictions, easement, encroachments, zoning, deed restrictions, boundaries and contours of the site.

3.1.4 The owner shall furnish the services of geotechnical engineers when such services are requested by the architect Such service may include but are not limited to test borings, test pit, determinations of soil bearing values, percolation tests.

**Article 4**  
**Use of Architect's drawings specifications and other documents**

4.11. The drawings, specifications and other documents prepared by the architect for this project are instruments of the architect's service for use solely with respect to this project and unless otherwise provided, the architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The owner shall be permitted to retain copies, including reproducible copies, of the architect's drawings, specifications and other documents for information and reference in connection with the owner's use and occupancy of the project. The architect's drawings, specification or other documents shall not be used by the owner or others on other projects.

**Article 5**  
**Arbitration**

5.1 Claims, disputes or other matters in question between the parties to this agreement arising out of or relating to this agreement or breach thereof shall be subject to and decided by arbitration rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise

5.2 Demand for arbitration shall be filed in writing with the other party to this agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen.

5.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**Article 6**  
**termination, suspension or abandonment**

6.1 This agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination.

6.2 If the project is suspended by the owner for more than 30 consecutive days, the architect shall be compensated for services performed prior to notice of such suspension. when project is resumed the architect's compensation shall be equitably adjusted to provide for expensed incurred in the interruption and resumption of the architect's services.

6.3 This agreement may be terminated by the owner upon not less than seven days' written notice to the architect in the event that the project is permanently abandoned.

6.4 Failure of the owner to make payments to the architect in accordance with this agreement shall be considered substantial nonperformance and cause for termination.

6.5 If the owner fails to make payment when due the architect for services and expenses, the architect may upon seven days' written notice to the owner, suspend performance of service under this agreement. Unless payment in full is received by the architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the architect shall have no liability to the owner for delay or damage caused the owner because of such suspension of services.

6.6 Termination expenses are in addition to compensation for Basic and addition service, and expenses which are directly attributable to termination: 40 % of the total compensation if termination occurs before or during schematic design. 50 % of the total compensation if termination occurs during Design Development Phase. 90 % of total compensation for basic service if termination occurs during construction document phase.



