

TASK ORDER NO. 2023-XX

HOME DESIGN ASSISTANCE

Background

R3 can work with a home design firm to create designs that take into consideration unique site characteristics and needs of our rural communities and small cities. This may include developing ADA-accessible and forward-thinking floor plans that allow our residents to age in place, achieve a target price per square foot or area median income threshold, are easily replicable, can be readily permitted, and include 3D renderings and digital construction documents to make the home construction more efficient.

Objectives

The objective of this task order is to have R3's contractor team create six unique home plans that can be built in any of our communities. This includes site review and consultation, preliminary design, construction documents with renderings, an opinion of probable construction cost, materials cut sheets, and an estimated construction cost for each plan.

Scope

The cost of this task order is for R3 to deliver home plans for the following configurations:

- Six (6) distinct single-family residences, each with a maximum floor area of 2,000 square feet, along with six (6) interchangeable detached two-car garage designs.
- Destination Development Services*
- Site plans for the first six designs are included (used in plan review)
- A single-use license is granted (1 per design)
- Additional build licenses may be obtained through separate purchase agreements.
- Please refer to Exhibit A for plan re-use pricing.

These plans would form the basis for future designs that can leverage the same dimensions.

Roles and Responsibilities

The following team members will execute this task order:

Consultant	Responsibility
Catalyst Public Policy Advisors, LLC	Task Oversight

AEWW Innovations	Planning
Wayne Semon Custom Homes	Planning
Geobility	Site-specific GIS analysis

Tasks

Site Review. Identify potential locations for home plans that can be built in each member community.

Architectural Design. Participate in initial project consultations with the design team to help them understand R3's needs and goals. Includes up to three meetings with the home design team to review preliminary drawings, revisions, and plan sets. Conceptual design for the interior spaces, including furniture layout, color palettes, materials selection, and lighting plans.

Construction Documents. Develop detailed architectural plans, including floor plans, elevations, and sections, incorporating all necessary technical specifications. Review of construction documents prepared by home designer, including the Foundation Plan, Roof Framing Plan, Floor Framing Plan (if any), Sections and Details, plus their suggested Electrical Layout.

3D Renderings. Create high-quality 3D renderings of the exterior and interior spaces to visualize the final design.

Virtual Walkthroughs. Develop interactive 3D virtual walkthroughs of the homes to enhance marketing and client engagement.

Brand Identity Package. Brand identity package including logo, color palette, and messaging guide, marketing materials (brochures, website content, social media graphics, video presentations).

Cost Estimation. Develop spreadsheet with opinion of probable construction costs based on takeoffs and materials, cost estimates, and labor estimates for each floor plan and market.

Construction Delivery Schedule. Develop a schedule for construction with notional delivery timelines and milestones for planning purposes.

Deliverables

This project will create permittable and construction-ready plan sets for 5-10 unique home plans in single family, multifamily, and cottage cluster configurations.

Travel and Other Direct Costs (ODC)

R3 will need to contract with a home designer to produce the plan sets and construction drawings. We recommend Western Design International and have enclosed a copy of their professional services agreement as Exhibit A. Their work can be seen at <https://westerndesignintl.com/>.

Western Design carries its own professional liability insurance and can contract with R3 directly to ensure you have access to their licensing agreement for each home plan and can ensure the quality of the design meets the board's expectations.

Payment and Invoicing Procedures

Content of Invoice

Catalyst will invoice monthly for the work of its subcontractors with specific labor hours and hourly rates included. This work will be billed under *Additional Services Task 4: Housing and Infrastructure Consulting, Logistics, and Development*.

The board will need to enter into a separate agreement with Western Design International should you choose to proceed with them since they are not a subcontractor to Catalyst and the board will want to have control over the agreement and its deliverables.

Fee Schedule

LABOR CATEGORY	LABOR HOURS	HOURLY RATE	NOT TO EXCEED PRICE
Aaron Lieuallen, AEWV Innovations	240	\$150	\$36,000
Wayne Semon, Semon Custom Homes	240	\$200	\$48,000
Doug Green, Geobility	40	\$150	\$6,000
Western Design International	Fee Schedule Attached		\$145,000
TOTAL			\$235,000

Delivery Schedule

This task order will be completed within eight months of R3's award of the Home Designer contract.

Exhibit A.

The DRAFT agreement with Western Design International is enclosed.

Services included:

- **Architectural Design:** Floor plans, elevations, and construction documents for the home and garage (detached or attached options available).
- **Interior Design:** Layout, furniture placement, color palettes, and material selection for the interior spaces.
- **Landscape Design:** Landscaping, hardscaping, and planting plans for the outdoor space.
- **3D Renderings and Virtual Walkthroughs:** High-quality renderings and interactive walkthroughs of the home for marketing and visualization.
- **Marketing and Branding:** Brand identity development, marketing materials creation, and virtual tours/event coordination.

Key points:

- Three revisions included in the initial design phase.
- Additional fees for changes in project scope or beyond basic services.
- Designer retains copyright and intellectual property rights.
- Designer can use project materials for marketing purposes.
- Client receives archive copies of drawings for reference.

Payment schedule: (\$145,000 + additional fees for optional services)

- Initial payment of \$48,000.
- Three monthly payments of \$25,000 each.
- Final payment of \$22,000 upon completion.
- Additional fees for optional services or revisions.
- Reuse license before constructing additional residences. The re-use license fee is as follows:
 - I. House Plan \$2,000.00
 - II. Garage Plan \$400.00

Overall, this is a comprehensive contract that outlines the services provided by Western Design International, including design, marketing, and branding. It is important to review the contract carefully and understand the fees and limitations before signing.

Please note: This is just a summary, and the full contract should be reviewed for all details and specific clauses by the R3 attorney before the board enters into an agreement.



Multiple Single-Family Residences & Destination Development Services Agreement

Prepared on November 28, 2023

This Agreement, if accepted and signed, is entered between the client and building designer below for the performance of building design services as stated herein.

Building Designer Signature Design Group, Inc. DBA Western Design International
(Herein referred to as Designer)
317 NW Locust Street, Prineville, OR 97754
(541) 447-3341, Fax: (877)
E-mail Address: WesternDesignIntl@gmail.com
Web address: www.building-design.com

Client: _____
Address: _____
City, State & Zip: _____
Phone Numbers: _____

Project Information & Description

Client: _____
Project Address: Regional Rural Revitalization (R3) Strategies Consortium
City, State & Zip: Burns Oregon 97720

Legal Description:

Township: _____ Range: _____
Section: _____ Lot: _____
Block: _____ Tax #: _____
Subdivision: Miller Springs Zoning: _____

Setbacks

Front: _____ Back: _____
Left: _____ Right: _____

Project Design Description:

Design agreement for six distinct single-family residences, each with a maximum floor area of 2,000 square feet, along with six interchangeable detached two-car garage designs. & Destination Development Services*. Site plans for the first six designs are included. A single-use license is granted (1 per design), and additional build licenses may be obtained through separate purchase agreements. Please refer to **Exhibit A** for plan re-use pricing

*See Article III

Job #: _____
To be assigned internally

Article I: The Client's authority to enter into the Agreement, representations thereof.

Client represents that by ownership, financial interest, or equity, they have the authority to enter into this Agreement.

The Client confirms that no adverse conditions or defects exist at the proposed construction site. These representations are accurate to the Client's knowledge or have this verified by a pre-construction inspection and testing. Such testing, if any, shall be performed at the Client's sole expense and cost.

Adverse conditions:

1. Expansive soil, or soil having a load-bearing capacity of less than 1,500 PSF, fill areas, steep grades other than those shown on the owner-provided site/topographical plan, or any rendering soil unsuitable for any other reason.
2. Defects in any structure affected by or incorporated into the proposed construction and the integral structural components such as floor joists, beams, headers, bearing or partition walls, footings, foundations, connectors, gussets, laminated timbers or beams, structural steel, or concrete construction.

Article II: Accuracy of plans, surveys, and reports submitted to the Designer for use in the project.

The Designer shall be entitled to rely upon the accuracy of the plans, surveys, and reports supplied by the Client or Client's consultant for use in the preparation of the project design. The Designer performs the project on the basis that the representations outlined in Article I are true and substantial. The Client shall bear all costs of engineering and testing services to verify such representations and furnish the Designer with copies of such reports at no cost to the Designer unless otherwise stated in these documents. In addition, the following documents are helpful for use in project development (not all applicable):

- ❖ The legal description of the site
- ❖ Correct Survey of lot, site, subdivision
- ❖ Subdivision covenants or agreements (CC&R)
- ❖ Building Restrictions in Deeds or Contracts
- ❖ Plans and information on existing structures
- ❖ Present zoning requirements
- ❖ Utility information and easements
- ❖ Topography data, including datum elevation (existing grades and native if on fill)
- ❖ Local structural height limitations
- ❖ Initial drawings, revisions, and conference notes from a source other than Western Design International.

Any other information that may reasonably be required by the Designer.

Article III: Definition of the Designer's basic services.

The Designer shall perform the following professional services indicated below. The following services will be included in the final price unless otherwise noted:

Included	Schematic & General Conceptual Review
Included	Preliminary Drawings, revisions, and conferences: This price includes three meetings after contract signing. (Meetings shall be at Western Design International Prineville office during regular business hours.)

Garages: Completely attached to the house.

N/A	1 Story Garage: (over 10' engineer may be required)
N/A	2 Story Garage: with up to 10' walls with attic trusses.
N/A	2 Story Garage: with up to 10' walls with floor joists.

Garages: Detached – Possible attached by breezeway

Included	1 Story Garage: with up to 10' walls. (over 10' engineer required) 2-Car Garage
N/A	2 Story Garage: with up to 10' walls with attic trusses.
N/A	2 Story Garage: with up to 10' walls with floor joists.

Construction working drawings and specifications, known as "the set," of drawings: Are limited to those services selected below.

See Other	Site Visit: Before the "end of design" phase, we shall visit the site once and look for any obvious conditions that would affect the project's design. (On projects within 50 miles of the office)
N/A	Additional site Visit: Number of additional site visits requested.
Included	Cover Sheet: This contains a title identifying who the set is for and the look of the building in the form of a rendering or elevation. (A site plan may substitute elevation or rendering)
Included	Sheet Index: List all sheets in the set and the main items you will find on them. (*on cover sheet)
6-Site-Plans Included	Site Plan: Showing the location of the building on the lot, utilities, site dimensions, site setbacks, lot coverage calcs., and any other buildings on the property. (Western Design International shall not be responsible for Survey or survey errors, nor shall Western Design International be required to obtain any permits, licenses, or approvals from any planning or building department, and Western Design International shall make no guarantee of acceptance from any applicable planning departments.) *Note: Almost all building, planning, or ARC departments will require a site plan before a permit is issued or approved. *Survey by others. Landscape &/or drainage plan by others
Included	Foundation Plan: Showing the size, shape, and location of all interior pads, columns, stems, footings, and the squaring dimensions for the building.
Included	Main Floor Framing Plan: Showing direction, size, type of floor joists or beams, and supporting members.
If Appl.	Second Floor Framing Plan: Showing direction, size, type of floor joists or beams, and supporting members.
N/A	Basement Plan: If applicable
Included	Main Floor Plan: If applicable
If Appl.	Upper Floor Plan: If applicable

All Floor Plans will show the following: All exterior and interior walls, doors, windows (with sizes and operation if not shown on a schedule), patios, walks, decks, fireplaces, mechanical equipment, built-in cabinets, shelves, plumbing fixtures, and appliances as applicable. (Dimensions of all structural elements.)

Included	Enlarged Kitchen/Bar Plan: Kitchen area at 1/2 "scale for Cabinet Designer or Kitchen Design Professional
Included	Roof Framing Plan: Showing direction, size, and type of roof rafters, trusses, panels, ceiling joists, overframing, cricket areas, openings, and supporting members.
Included	Roof Plan: A bird's eye view showing roof layout, roofing, material, and drainage. (*on site plan)
Included	Elevations: Showing the four sides of the structure and the location of windows, doors, balconies, chimney, roof lines, siding material and roof material, roof pitch, shading in recessed areas (optional), and vertical height of all floors and roof ridges.
Included	Wall Section: Generic section, with custom details to fully describe the work to be done in the areas such as: foundations, slabs, posts, walls, stairs, decks, beam connections, overhangs, and wall-to-floor, floor-to-floor and wall-to-roof connections.
Included	Cross Section: Showing a true slice across the entire structure. Number of cross sections to be provided- Minimum 2 per project
Included	Details: Construction details for roof edge, foundation, platform, and other framing connections.
Included	Door Schedule: A separate chart gives door sizes, types, and locations. (Otherwise, information is located on floor plans.
Included	Window Schedule: A chart giving sizes, rough openings, type, and possibly brand and numbers. (Otherwise, information is located on floor plans)
N/A	Room Finish Schedule: Indicates the finish of floors, base, walls, and ceiling of each room.
Not-Incl.	Electrical Layout Sheet: This is a plan on every floor without so much detail and no dimensions to make the electrician's job of laying out the wiring with you clearer.
If Applicable	Electrical plan: Incorporate outlets, fixtures, and switches from drawings provided by the electrical contractor or engineer. (The electrician is responsible for code compliance, electrical sizing, and breaker layout.)
Not-Incl.	Electrical Layout and fixture selection: The entire house, inside and out, shall be designed with all fixtures, switches, etc., chosen from over 500 suppliers. An electrical engineer will perform all the design work. (The engineer's fee is not included in this Agreement unless noted below.)
If Applicable	Mechanical appliance & ductwork Layout: Incorporate into the drawings mechanical and ductwork layout per mechanical contractor/engineer professional drawings and calculations. (The mechanical contractor/engineer's fee is not included in this Agreement)
Not-Incl.	Fire Sprinklers: Incorporate in plans design and layout of residential or commercial sprinkler systems by a professional engineer, manufacturer or installer. (The engineer, manufacturer, and installer fees are not included in this Agreement unless noted below.)
	Structural, Civil, or Geotech Engineer: Western Design International will select an engineer, if deemed necessary per the design, to perform the following calculations and incorporate any details they provide in plans. Calculations to be provided by an engineer

Not-Incl.	are checked: Spot Check___; Full Lateral Analysis___; Full Gravity Analysis___ (Engineer's fee not included in this Agreement. An engineer may be required for portions of the structure.)
Included	Glossary of log and/or construction terms.
Not-Incl.	General Notes: This lists the requirements and codes that must be followed.
Not-Incl.	Legend: This gives a list of abbreviations used and any explanation to some of the drawing symbols.
Not-Incl.	Structural Notes: This covers component grades, quality, and nailing schedules for standard stick frame components.
Included	Notes Sheet: Same as above 3, only in generic form. (*Not all notes will apply.)
Included	Interior Member Sizing: Structural members within exempt buildings, such as beams, rafters, columns, and concrete, shall be sized. (Although we can provide the preliminary and prescriptive design calculations in exempt buildings we design, Western Design International is not an "Architectural," "Engineering," or "Land Surveying" firm, and any final engineering required by law or a local building department must be prepared and stamped by a licensed engineer.) An engineer may be required for portions of the structure. (Engineer's fee not included in this Agreement unless noted below.)
Included	Exterior Member Sizing: Structural members within exempt buildings, such as beams, rafters, columns, and concrete, shall be sized. (Although we can provide the preliminary and prescriptive design calculations in exempt buildings we design, Western Design International is not an "Architectural," "Engineering," or "Land Surveying" firm, and any final engineering required by law or a local building department must be prepared and stamped by a licensed engineer.) An engineer may be required for portions of the structure. (Engineer's fee not included in this Agreement unless noted below.)
Not-Incl.	Short form Specifications: Short book covering the basic material and methods for construction in this project. Designer may specify products by name only, characteristics, or both.
Not-Incl.	Checklist for Inspection: A general list of the order of inspections and basic requirements the building department will generally look for.
Included	Printing: You will receive 5 sets of completed drawings (per project) with an additional site plan, if applicable. (Additional sets/pages are available at the current office prices; shipping/delivery is additional.)
Not-Incl.	Inspect and approve samples, flooring, hardware, and electrical fixtures.
Not-Incl.	Construction Photography.
Not-Incl.	Review and approval of shop drawings. (i.e., SIPS panels and other alternate forms of construction)
Not-Incl.	Scale architectural models: Amount of detail limited to:
Included	3D Cad: Exterior 3d of project.
Included	3D Cad: Interior 3d of project. Including the Living room, kitchen, dining room, and master suite basic layout. <i>Color & furniture selections are conceptual and for illustrative purposes only. Does not replace an optional Interior Design or Kitchen Design Professional.</i>
Included	3D Cad: A plan view 3d for the interior.
Not-Incl.	Building Dept. Assist: Accompany and assist the Client or Client's agent in submission for the building permit. (Departments within 50 miles of our office.)
Not-Incl.	Building Inspections: Before the building department inspection' the Designer shall do a "walk-through" with the Contractor to head off any potential delays. Number of visits?
1 Time per each plan	As-Built: These are drawings that show the changes that were made during construction for archive use. Determining the construction of the building "as-built". (Owner provided.) Floor plan and elevations only. <i>Drawing changes provided by contractor.</i>
Not-Incl.	Site Data: Drawings to include the location of trees, rock outcroppings, fence lines, visible property pins, topography, utility locate and existing structures.
Not-Incl.	Stake Out: Layout of structure pins. (*site visit for service included above.)
Not-Incl.	Interior Elevations: List rooms requested in service.
N/A	Professional Meetings: Walk through the site and design with ARC or CCR committees. Or any approval required beyond basic planning & building dept. (ARC/CCR site and design review, etc., fees are the responsibility of the owner) (i.e. Landscape management, etc.) Price includes 1 Preliminary submission & 1 Design review submission. Additional revisions or additional information requested by ARC/CCR/DRC will be at current hourly rates.
Not-Incl	A Maximum, of \$ _____ towards the Structural Engineer Fee, included above is covered in this proposal. (If engineering fees are above the maximum factored amount, the Client will be responsible for the remaining balance of the engineering fees per Article VI-B)
Included	Other - Destination Development Services: Site visit, concept development, and design guidelines. The designer shall work with the client to create a comprehensive concept for Miller Springs, including its theme, amenities, and overall design. This includes assisting in establishing design guidelines that govern the architectural and aesthetic aspects of Miller Springs and ensuring consistency and adherence to the agreed-upon concept.
Included	Optional add-ons to the design: Add-ons include an outdoor kitchen interchangeable with each design, outdoor storage (for trash or bikes, etc.), and an enclosed or open breezeway to the garage.

No services other than those expressly indicated above are included.

The Designer shall prepare drawings and specifications in a reasonable time using ordinary skill and care. The Designer will perform services by the standard of care of design professionals practicing in the area. The Designer shall complete work in an efficient and timely manner, within normal business hours. The Designer shall prepare said drawings and documents for the review of the Client.

Upon final approval by the Client and receipt of the final payment, the Designer shall make available the final sets to the Client or Client's agent.

The Designer shall have no control over the schedule of architects and engineers, construction sequences, methods, procedures, scheduling, or any activities beyond the design of this project. The builder or Contractor shall be solely responsible for any such work and construction supervision. The Designer is not responsible for job site safety practices and does not control the manner and receipt of the information to be provided by the Client.

Article IV: Preliminary Design Phase.

After written authorization to proceed with the preliminary design, the Designer shall perform the following services.

- A. Prepare floor plans for each floor, usually consisting of the following: outside building lines with overall dimensions, interior walls, and basic appliances and fixtures, room names and approximate sizes, window and door locations (size and operation to be determined by Client), possibly showing proposed vault or beam locations for floor and roof system- dashed in;
- B. Four basic elevations, i.e., building outline, roof lines, height, door and window locations, may show deck locations (decks are not part of the design phase).

Article V: Final Construction Drawing Phase.

After approval by the Client and completion of the preliminary design phase, the Designer will make available completed construction drawings for use in the project. Upon final approval by the Client, the Designer shall make available sets of construction drawings to the Client or the Client's agent. The cost of shipping/delivery shall be in addition to the basic fees.

Article VI: Times of Payment for Services and Expenses.

- A. Basic Services. The Client will pay the Designer (Western Design International) for the basic services outlined under this Agreement. The title to these funds is transferred to the Designer, is non-refundable, and is deemed earned from receipt. Payments are based on design phases and the project's overall scope and not on time or investment allocated in each phase.
 - 1. Upon executing this Agreement, the Client shall remit an initial payment of \$48,000.00. The initial payment for our services is based on the overall scope of the project and the home and garage designs as outlined in Article VI-2. Subsequent monthly payments will be scheduled as follows (see Article VI-3):
 - 2. Initial payment is based on the overall scope of the project and the following estimated square footage and rate – **Per home & garage design:**
 - i. Destination Development Services \$35,500.00
 - ii. Heated up to 2,000 Sq. Ft. \$6.75 per square foot – for over 2,000 square feet.
 - iii. Detached Garage & unheated structure \$4.75 per square foot – for over 1,000 square feet.
 - 3. Payments 2 through 4 shall be invoiced monthly at \$25,000.00 per payment. Invoices shall be emailed on the first business day of the month and are due by the 15th.
 - 4. The final balance of \$22,000.00 plus any additional fees as listed in Article VI – A1, B is due before delivery of the completed drawings and/or upon completion of the Final Construction Drawing Phase (drawings that are to be mailed will be sent after receipt of final payment) *if the scope of work outlined is completed before five months after contract signing than the full contract amount shall become due.*
 - 5. Payment for all reimbursable costs is due when billed.
 - 6. Failure to make timely payments as due shall be considered a substantial breach of the Agreement. Payments to the Designer (Western Design International) shall not be withheld for any reason whatsoever, including, but not limited to, non-performance, delay, or errors by the Contractor.

7. Any payments not paid when due shall accrue interest at 10% per annum until paid in full.

(See Article VI – B for fees more than the maximum basic fee).

B. Additional Services. The Client has been made aware that compensation for basic services reflects direct labor expense only, and other costs above those listed above in Article VI – A1 may be incurred as part of the work's progress and are defined below. The Designer will furnish or obtain from others additional services of the following types, which the Client will pay for in addition to the fee for Designer's basic services. Additional expenses are defined as:

1. Expenses for all services not otherwise agreed upon in Articles III & IV, including, but not limited to, required engineering (mechanical, civil, or structural), landscape design, scale models, postage, certified documents, mileage, etc., at current office rates.
2. Additional services due to changes in the general scope of the project or its design, as outlined in Article III, include re-design, change in size, complexity, character, or type of construction. The designer agrees to make not more than three revisions (unless noted otherwise in Article III) during the initial design phase without an additional hourly fee, and there will be no changes after the preliminary design phase is complete without an additional fee at the current hourly rates.
3. Additional services in connection with the project, including services not otherwise provided for in this section.
4. Services or expenses by the Designer as a result of delays caused by the Client or Contractor, or by the delinquency or insolvency of either, or as a result of damage by fire or another casualty.
5. Due to the varying opinions of individuals that sit on the review board for any HOAs (Homeowners Associations), DRCs (Design Review Committees), or other subdivision associations if a client request a design outside the guidelines or the committee/review board request design changes or additional drafting or details beyond what is stated in the guidelines, an additional expense for design/drafting shall be incurred at current hourly rates.

Article VII: Promotional materials, archive rights, copyright, and reserved rights.

The Designer shall be considered the author of the documents and shall retain and enjoy all reserved, statutory, and copyrights to said project materials. The design agreement and associated materials were specifically intended and contracted for a one-time, single-build application. Additional licenses for extended use are available for purchase. The drawings and specifications shall remain the exclusive property of the Designer.

The Designer shall permit the Client and builder to retain archive copies of the project drawings for reference and in the use and occupancy of the project. The preceding shall apply regardless of whether the above-described project is constructed.

Any use, copying, reselling or modifications to said project drawings shall be considered a copyright infringement unless additional compensation has been paid to the Designer for said use and subsequent written release has been obtained. The Designer shall have custody of the original tracings and documents as the author. The Designer shall use at his discretion any photographs, renderings, visualizations, videotaped presentations, or any materials to promote his services to potential clients.

Article VIII: Failure to make timely approval of plans, suspension, and termination.

Failure of the Client to make timely decisions within 30 business days of written notice by Designer, shall constitute default and substantial non-performance of the Agreement and shall be due cause for termination by the Designer. If this Agreement is terminated on completion of any phase of Designer's services, the progress payments to be made in accordance with this Agreement on account of that and all prior phases, including additional fees as outlined in Article VI, shall constitute total payment for services rendered.

If terminated during any phase of the work, the Designer shall be paid for services performed during such phase on the basis of his reasonable estimate of the portion of such phase completed prior to termination. In the event of any termination,

the Designer shall be paid all reasonable costs resulting from such termination, plus payment for additional services then due, but in no event less than 50% of the original bid price.

Either party may terminate this Agreement by ten days' written notice in the event of substantial failure to perform under the terms of this Agreement by the other party. Should either party so terminate this Agreement, the Designer shall be compensated as provided for in this Agreement in addition to any other available remedies at law or in equity for actual or consequential losses.

If the Client suspends the project for any reason. In that case, the Designer shall be entitled to a monthly interest payment equal to 10% per annum on the unpaid balance from the date of suspension until such time that the project is resumed or terminated. However, if the project is suspended for more than 30 days, the Designer, at the Designer's sole discretion, shall be entitled to demand payment for all services performed and costs incurred.

Article IX: Scope of Agreement.

This Agreement, together with the General and Special Notes and Code Requirements, which are a part of the building design and incorporated herein by reference, is the entire Agreement between the Designer and the Client and there are no other written or oral Agreements or Representations between the parties except those expressed herein. The Designer does not guarantee acceptance of these plans and/or specifications by any agency, review board, or other parties due to their own personal interpretations, opinions, or taste or under any conditional use or product approval.

Article X: Attorney Fees.

In the event action is instituted by arbitration or litigation to enforce the terms of this Agreement, it is agreed that the prevailing party, by award or judgment, shall be entitled to reasonable attorney fees and all connected costs relating to the enforcement of the terms of this Agreement by litigation/arbitration at both the Trial and the Appellate level. If any attorney's fees are incurred in order to collect payment that is due, the Client will be responsible for compensation of such fees.

Article XI: Reproductions of Drawings and Specifications

Upon the Client's approval, the Designer shall provide sets of blue-line prints of the final working drawings as listed in Article III. The Client shall reimburse the Designer for other reproductions at current printing rates.

Article XII: Building Designer Not Liable for Work of Other Professionals.

Western Design International is a specialist in the field of Residential and Small Commercial Design, and we do not purport to be "Architects," "Engineers," or "Land Surveyors." Therefore, the Designer is not responsible for obtaining an Engineer, Architect, or Land Surveyor Stamp or fees incurred if an Engineer is required or requested. When certain conditions arise that we, in our sole discretion, deem necessary for an "Engineer," we will at such times subcontract an Engineer to assist us in the project and perform necessary services. Unless otherwise stated, these "Engineer" fees shall be in addition to the price outlined herein.

Article XIII: American Disability Act.

The Designer makes no representations and does not guarantee that these plans comply with the American Disability Act. The Client shall be solely responsible for any claim, action, or damages arising out of the failure to comply with the American Disability Act and shall hold the Designer harmless therefrom.

Article XIV: Partial Invalidity.

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and affect as if they had been executed by both parties subsequent to the expunging of the invalid provision.

Article XV: Governing Law.

It is agreed that this Agreement shall be governed by, construed, and enforced according to the State of Oregon laws. The venue shall be in Crook County, Oregon.

Exhibit A

Fee Structure

Exhibit A outlines the fee schedule that covers various services associated with modifying and re-using plans established under the agreement. The designer provides these services to the client (referred to as the licensee) following the terms specified in the Agreement for Services, which becomes effective upon the completion of the house and garage plans in the agreement.

1. **Purchase a Re-use Plan license:** Per the design agreement, you may purchase a re-use license before constructing additional residences. The re-use license fee is as follows:
 - I. House Plan \$2,000.00
 - II. Garage Plan \$400.00
2. **Site Plan:** Create a site plan for the additional house plan in R3's Development. The jurisdiction will require a site plan.
 - I. Site plan \$375.00
3. **Existing Plan Modifications:** If plan modifications are requested (including optional add-ons) or necessary for the building site for a house or garage design, these changes will be made at hourly office rates plus the re-use fee.
 - I. **Hourly Rates (Through 12/31/2024):**

i) Elvin	\$175.00
ii) Trent	\$150.00
iii) Sandy	\$70.00
iv) Jonathan	\$65.00
v) Anthony	\$45.00
vi) Specialty services	\$200.00 – Example video fly-around

When purchasing the plan for use in another development or county, the plan may require modifications based on the building location or change in plan style, and the jurisdiction **may** require a licensed structural engineer. The modifications and/or engineer fees would be separate and in addition to the above.

The payment for our services mentioned above will be established at the time of the request.