

EtdG Contract of Expectations

Introduction:

The purpose of this contract is to explain what services the EuroTeam design Group is able to provide and what responsibilities you have as we work together. In order to help all of us to work together to achieve the best possible result, we have written this contract to explain what is expected of you and what you may expect of us. Please read this carefully and be sure to contact us if any of the items contained here are unclear. Our goal is for God to be glorified as we work together for His kingdom.

Responsibilities of the client (the ministry being assisted by EuroTeam):

At the beginning of the project (before design work begins):

The client will provide dG with copies of any drawings of site, buildings, and any other information that they have that pertain to this project.

The client will provide dG with information regarding building laws and regulations pertaining to this type of project or building projects in general, translated as needed.

The client will provide dG with a history of this project, including a description of previous work done towards this project and an explanation of the circumstances related to previous design work.

The client will provide professional surveys of building sites as needed at the client's cost if dG is unable to provide this service.

The client will arrange for and pay for, if necessary, any consultant services (for example: structural engineer, mechanical engineer, etc) that dG is not able to provide.

It is recommended that the client provide names and addresses of locally registered professionals that could assist with the project.

The client will provide a design program that explains the project objectives, time schedule, limitations, space requirements and relationships, special equipment, systems, and site requirements, including projected future needs. The dG will assist the client in creating this design program.

The client will provide accurate information about the budget for the project and notify dG immediately if there are any changes to this. DG will review this information to see if it seems reasonable.

The client will provide accurate information about the time available for the project design and construction and notify dG immediately if there are any changes to this.

The dG will review this information to see if it seems reasonable.

The client will provide accurate information about the money available for the project design and construction, both money currently available and sources for future money and notify dG immediately when there are any changes to this.

The client shall be responsible for paying for an initial investigative trip to be made by two members of the EuroTeam staff. The cost will include transportation, both to the project location and locally, housing, and meals.

The client shall have the only legal and financial responsibility for the property ownership, for legal requirements regarding alterations to the property and new and existing buildings, and any situations created by the alteration or construction of buildings. The dG shall have no legal liability with regard to this work. This includes disagreements between the contractor and the client and also safety issues on the construction site. These and all legal and financial matters are the responsibility of the client and contractor and not of the dG.

During the design work and after completion:

If the client decides at any time during the project that dG services are no longer needed or desired, they must notify the dG in writing by e-mail or post of the decision.

The client shall be responsible for reimbursing dG for any material costs incurred during the work on the project to include, but not limited to, telephone calls, faxes, reproduction costs, photographs, consumable office supplies, presentation materials, as well as transportation, meals, and lodging during any site visits or meetings (see below).

The client shall be responsible for the cost of any further site visits by dG staff or their consultants if deemed necessary by the client and dG. The cost will include transportation, both to the project location and locally, housing, and meals.

The client must review any requests for information made by the dG and respond as soon as possible.

When the dG submits information to the client, the client must immediately confirm that the information has been received. The client must then review any information provided by the dG and respond with approval or comments within three weeks or as otherwise agreed. The dG is not responsible for delays to the project due to a lack of timely response by the client. If no response is given by the client after the second time the dG contacts them for their approval or comments, dG can stop its work on the project and recommence its work only after discussions with the client and after agreement on a new work schedule.

The client shall be responsible for any fee required to be paid to a locally registered professional who assists in the building permit process as well as any costs for the issuance of a building permit or license, including any taxes incurred. The client is responsible for obtaining all permits and approvals needed for the project.

The client shall immediately notify the dG of any changes to the project, including changes to the needs of the client, changes to money available for the project, changes to the schedule, enactment or revision of building codes, laws or regulations affecting the project. At this time or at the earliest time convenient, the new situation will be discussed and a new schedule will be discussed and agreed on.

The responsibilities of the EuroTeam design Group (abbreviated 'dG'):

At the beginning of the project (before design work begins):

If the above conditions are not followed, the dG reserves the right to terminate work on the project. In this event the dG must give in writing (by post or e-mail) notification as to the termination and the reasons for termination.

The dG will prepare and provide a schedule of the amount of time estimated for the completion of each phase, to include project design start date, project initialization, pre-design phase, design phase, construction drawing phase. The client will review this schedule and approve it.

The dG will review all the information provided by the client including information about the project site and all laws and regulations regarding building design and construction.

The dG will notify the client in a timely manner if the information regarding the building project is not sufficient for the design work to begin or if there are discrepancies or contradictions in the information provided.

The dG will provide all services without receiving any fee for time spent. These services may include, but are not limited to: site and building inspection, consultation, review of design work performed by others, design work, construction drawings, and construction supervision.

The language of all communication, with the client or any other person, will be in English unless other arrangements can be made.

During the preliminary design and final design phases:

Services and documents provided:

Plans, sections, elevations and perspective views of the new work in relation to any existing facilities. These drawings may be in the form of computer generated drawings or hand drawn sketches or a combination of the two. Optional documents are scale models and 3-dimensional computer generated 'walk-through' video CD's. The exact documents provided will depend on the needs of the client.

The dG shall not give any information provided by the client to anyone else until written permission to do so is given by the client.

The dG shall notify the client in a timely manner if there are any delays to any portion of the work and give the reasons for these delays. At this time the schedule will be revised to incorporate these delays and will be furnished to the client for approval.

The dG will reply immediately as soon as possible to any inquiries by the client, the client organization (if any) or by local authorities regarding the status of the design work.

The dG will submit design documents to the client at regular intervals according to the building project for evaluation and approval. The continuation of the design work will depend on approvals received from the client.

The dG will do its best not to exceed the cost that has been budgeted for the building, but will not guarantee that the final construction and related costs will be within the budget.

These documents can be used for personal review, building committees, donors, and approvals by local civic and regional authorities. They may not be modified in any way without the written permission of the dG.

During the construction drawing phase:

The dG will prepare and provide site plans, floor plans, sections, elevations, specifications and any other drawings necessary for government approval for the construction work or for a complete understanding of the project by others.

The dG will prepare and provide clarifications and explanations of building details to the client and/or government agencies.

During construction:

Clarifications and/or additional construction and detail drawings as required by the contractor or government agencies.

If requested by the client, the dG can provide documents for the purpose of making changes to the construction documents at the request of the client and maintain a record of these changes.

As agreed by dG and client, dG shall be available for construction supervision services. The frequency and duration of these services will be decided before construction begins. The client will be responsible for the cost of transportation to the project site as well as local housing and meals.

Design and construction documents may be reproduced by the client in order to present to interested parties. However, no documents provided by dG at any time may be modified in any way without the written permission of the dG. If the client decides to no longer use the services of the dG for any reason, all copies of the design and construction drawings must be returned to the dG.

After construction is completed:

As agreed by the dG and the client, dG can provide such services as:

- - a final inspection of the building(s) to see if all work required has been completed and done properly.
- - 'as-built' drawings of the completed project.

For any of these activities, the client will be responsible for the cost of transportation to the project site as well as local housing and meals.

DG retains the right to use photographs and drawings of the building project for publicity regarding the ministry of dG, unless client expressly forbids this and makes this known in writing.

As an appointed representative of this ministry I do hereby agree to the terms and conditions set forth above. I understand that there is no legal responsibility by either party to strictly follow the above provisions, but it is our intention as a ministry to adhere to them to the best of our ability.

Date: _____

Representative's Name: _____

Signature _____