



DBA Margarita Valley Ranch, Inc.

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General Contractor Lic# 694679 & 81294

Design-Build Construction Services Program

In the case where a Client does not have a prepared architectural design for their home, Greg Nester Construction and Development (GNCD) offers Clients the option to engage in a collaborative process of developing design and construction documents from the ground up. This process, commonly referred to as “Design-Build”, involves many steps as outlined below.

Services Outline

1. **Initial Consultation** – This step involves a meeting to introduce the parties to the process, and to explain how the Clients and GNCD will interact during the course of building their home. Prior to this meeting the Client is encouraged to fill out a detailed outline provided by GNCD to describe their desires in a finished home. Pictures and drawings of similar home styles are encouraged to be provided by Client.

The Initial Consultation step is provided free of charge to the Client by GNCD.

2. **Preliminary Scope of Work** – During this step GNCD outlines a written “program” or checklist for the home (outlining many factors such as size, rooms count, floors, mechanical-electrical-plumbing systems, finishes, appliances, and so on), and a preliminary budget for the design, permitting and construction costs associated with initiating a formal contract to design and construct the Client’s home.

The Preliminary Scope of Work step is provided free of charge to the Client by GNCD.

3. **Design-Build Agreement** – At this point GNCD and the Client enter into a written contract to begin preparation of the design for the home based on the **Preliminary Scope of Work** agreed upon by the parties.

A non-refundable retainer fee is required with execution of the **Design-Build Services Agreement** to allow GNCD to initiate architectural and engineering design plans for the home, consistent with an agreed upon Scope for the home. Services provided by GNCD will be billed against this retainer during the Design-Build process. GNCD will provide a monthly billing to Client against the retainer to detail progress on the project, and will credit any unused retainer to the Construction Agreement described below, at the conclusion of the Design stages of this work. Client agrees to augment the retainer, as needed.

Work Products developed during this step include:

Schematic Design – a preliminary architectural and site design that will include floor plans and elevations of the home.

Construction Building Plans and documents – a final set of drawings that will be used to submit for agency permit review and approval in order to initiate construction of the home.

GNCD will bill for the costs of this step as follows:

1. GNCD interaction with Client, design professionals, public agencies \$100.00/hour
2. Architects \$ _____/hour or negotiated fee as part of their services agreement
3. Engineers \$ _____/hour or negotiated fee as part of their services agreement
4. Planning Entitlements \$ _____/hour or negotiated fee as part of their services agreement
5. Soils Investigation \$ _____/hour or negotiated fee as part of their services agreement
6. Energy Consultants \$ _____/hour or negotiated fee as part of their services agreement
7. Landscape Architects \$ _____/hour or negotiated fee as part of their services agreement
8. Specialty Consultants \$ _____/hour or negotiated fee as part of their services agreement

The Design-Build step is provided by GNCD based on the fee schedule noted above .

4. **Final Construction Design Client Approval** – at this step the Client is responsible for providing final approval to the plans prepared for construction of their home. Changes to the plans initiated by Client at this stage will be charged as provided in Step 3, above.

The Design-Build step is provided by GNCD based on the fee schedule noted above.

5. **Final Construction Agreement between GNCD and Client** – Following Client’s approval of the construction plans, GNCD will provide a fixed fee proposal in the form of a standard construction contract to build their home. At this step, any unused retainer is credited to the final construction of the home.

6. **Planning and Building Permit Submittal and Processing** – GNCD will submit and process plans from the necessary public agencies to secure all permits necessary to construct Client’s home.

7. **Commence Construction** – Subject to approval by Client, home construction as provided for under the Final Construction Agreement will commence.

Steps 5-6-7 are provided by GNCD as a part of the Final Construction Agreement noted above.

ACKNOWLEDGEMENT OF RECEIPT:

Please sign below to indicate that a copy of the Greg Nester Design/Build Construction Services information document has been provided and discussed to your understanding and satisfaction. This document is provided to you in order to assist in introducing and explaining our design/build process, and is not an obligation or contract to build.

Client: _____ Date: _____

Name (print): _____

Address: _____

Email Address: _____

Telephone: _____ Mobile: _____

Client: _____ Date: _____

Name (print): _____

Address: _____

Email Address: _____

Telephone: _____ Mobile: _____

Designer/Builder: _____ Date: _____

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