



LOTB

Live Outside The Box

The Client: _____

Date. _____

The Contractor : 2834277 Ontario Inc.

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Conceptual Design Contract Proposal

Introduction

We are pleased to submit our conceptual proposal for design services of a LOTB Floating Home. This proposal is for the conceptual design of a LOTB vessel that will be designed and constructed in accordance with the Transport Canada Small Craft Construction Standard.

The desired output of the drafting and coordination services outlined in this proposal is to produce a conceptual design package for the purpose of an initial constructability review and to provide you with a proposal to move into design and engineering work.

The work proposed here includes Phase A and B as described below.

The fee for this work is \$5,150 plus HST = \$5819.50



Project Phases

A- Initial discussion. General scope discussion. (complete)

Purpose of the project

Scope of the project

General specifications, bedrooms and bathrooms required.

Preliminary design proposals.

Rough price estimating based on the presented available designs.

B- Conceptual Design and budgeting.

Vessel Mooring, use and functionality

Exterior and Exterior Design Choices

Mechanical, Electrical, Plumbing general layout.

Detailed design of the vessel's structure and flotation system

Water systems, sanitary systems. Electrical Systems and Plumbing

Systems. Power systems.

Project Price details for presentation in the form of a Construction Contract.

C- Final Design and Construction

Vessel shop drawings

Mechanical systems shop drawings.

Flotation module and / or Vessel construction

Manufacturing of mechanical systems components.

Vessel Construction including all mechanical systems.

D- Vessel Commissioning

Vessel commissioning .

Testing of all mechanical systems.

Final finishing.

LOTB Deliverables Phase B scope of work :

- 1- Prepare finalized conceptual design including 3D CAD modeling, and finalized pricing for the proposed vessel, including :
 - Flotation system, structural elements..
 - Fresh Water System, Black water and gray water waste systems
 - Solar power system.
 - Mooring/anchoring systems.
 - Wood decking and fascia

- 2- Prepare drawings including :
 - Floor Plans.
 - Finalized pricing.
 - Pricing for optional features.

- 3- Meeting with the client, to discuss Phase B drawings, design details and models and detailed project budgeting.
This will include an estimated total price.

The expected duration of the work above will be 30 to 60 days depending on the scope of the project.

How we move onto Phase C.

Upon approval by the client of the items above we will move on to Phase C. A Construction Contract will be proposed. This contract will provide an estimated construction schedule and layout detailed terms of payments. These terms will include an initial payment equal to 50% of the estimated total price. Upon signing of the Construction Contract and receipt of the initial 50% payment, construction will begin immediately. Each week thereafter the client will be presented with an invoice due for payment upon receipt.

General Conditions

Payment Terms

All prices in Canadian Dollars, HST extra, For Phases C and D, 50% initial payment of approved budget.. Balance of payment upon delivery of weekly invoices. Interest will be applied to all overdue amounts at an annual interest rate of 20% compounded monthly. No work will progress in the event of any overdue amounts. Delays as a result of overdue amounts will result in additional downtime charges. This contract is valid for a period of 90 days from the date of signing. If the project has not progressed into Phase C within that period then this contract is null and void. Any and all fees paid are non-refundable.

Compensation for change in plans

Unless revision work has been specifically budgeted or discussed above, if changes are made to the drawings or specifications of any part of the work that has been completed in accordance with the client's original instructions or decisions, these costs shall be additional and billed according to the rate schedule hereto.

Not included in this proposal are any application costs for permits, testing, investigations, certifications or disbursements. Should additional scope items be asked for by the client or client's representative or required by the Authority having Jurisdiction, LOTB will propose estimated costs to the client invoice for the additional scope items.

If the project is suspended or abandoned

LOTB shall be entitled to payment for any work completed up until its suspension or abandonment including 50% of the amounts estimated in Phase B.

Ownership of Design

LOTB retains exclusive ownership of all design models and plans under this agreement. Intellectual property concerning: design work, models and/or plans may not be shared with a 3rd party to this agreement without the express written consent of LOTB.

Ownership of intellectual property

All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Contract, will be the sole property of LOTB. The use of the Intellectual Property by the Client will not be restricted in any manner.

The Client may not use the Intellectual Property for any purpose other than that contracted for in this Contract except with the written consent of the Contractor. The Client will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Return of Property

Upon the expiry or termination of this Contract, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity / Independent Contractor

In providing the Services under this Contract it is expressly agreed that LOTB is acting as an independent contractor and not as an employee. LOTB and the Client acknowledge that this Contract does not create a partnership or joint venture between them, and is exclusively a contract for service.

Right of Substitution

Except as otherwise provided in this Contract, LOTB may, at LOTB's absolute discretion, engage a third party subcontractor to perform some or all of the obligations of LOTB under this Contract and the Client will not hire or engage any third parties to assist with the provision of the Services.

In the event that LOTB hires a subcontractor:

LOTB will pay the sub-contractor for its services and the Compensation will remain payable by the Client to . For the purposes of the indemnification clause of this Contract, the sub-contractor is an agent of LOTB.

Autonomy

Except as otherwise provided in this Contract, LOTB will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Contract. LOTB will work autonomously and not at the direction of the Client. However, LOTB will be responsive to the reasonable needs and concerns of the Client.

Equipment.

Except as otherwise provided in this Contract, LOTB will provide at LOTB's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

Schedule

LOTB will commence work immediately upon execution of this agreement. LOTB will not be held liable for delays which occur due to reasons outside of its control.

Acceptance

This proposal has been accepted on the

_____ day of _____, 20_____.

Client Print _____

Client Signature _____

LOTB Print _____

LOTB Signature _____