

Mark Eric Benner - Architects, Ltd
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Mark Eric Benner - Architects, Ltd ("Architect"), offers to perform the architectural consulting services described in this Proposal. Acceptance by the Client is strictly limited to this Proposal, the attached Standard Terms and Conditions for Architectural Services ("Terms and Conditions") when signed by Client and Architect shall collectively constitute the "Agreement" for the "Project" and Client's authorization to proceed. Client is defined as including all person(s) and entities identified in the box on this page which begins with "CLIENT:". Each person and entity included in Client shall be jointly and severally liable to Architect for all Client obligations under this Agreement.

This Agreement supersedes all prior written proposals, understandings and/or negotiations and is expressly conditioned upon the Client's agreement to the attached Terms and Conditions. This Agreement may only be modified in a writing executed by Architect and any one of the persons or entities identified as Client.

PROPOSAL

Pre-Design and Architectural Services

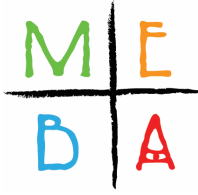
PROJECT No: 2018****	PROPOSAL DATE: 12/17/18
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CLIENT: Client Name Client Street Client City, Client State Client Zip TELEPHONE NUMBER(S): h m w EMAIL: Client Email

PROJECT NAME: Project Name

PROJECT LOCATION: Project Street Project City, Project State Project Zip

PROJECT DESCRIPTION: The Project shall include architectural design services for the following:



PROPOSAL

Pre-Design and Architectural Services

PRE-DESIGN SERVICES

Existing Conditions Survey

The Architect shall survey the existing conditions, take accurate measurements and prepare a set of Existing Conditions Survey (ECS) documents, including floor plans and exterior building elevations of the residence as required in performance of the following Basic Architectural Services.

BASIC ARCHITECTURAL SERVICES

Schematic Design Phase

Programming

The Architect shall provide one (1) meeting (the "Program Meeting") to discuss the Client's goals and establish the Project requirements including the Project Scope (see description below), the Client's budget expectations, space requirements and aesthetic preferences.

Project Scope – all elements of the Project to be designed or specified by the Architect that will have an associated construction cost.

Schematic Design

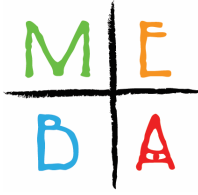
Based on the requirements established at the Program Meeting, the Architect shall prepare a Schematic Design comprised of up to three (3) proposed solutions for the Project. Each Schematic Design solution will include floor plans and exterior building elevations to illustrate the residence with the proposed changes.

The Architect shall provide one (1) meeting to present and discuss the Schematic Design solutions and corresponding Construction Budgets (see description below).

Construction Budget - The Architect shall calculate a Construction Budget for each Schematic Design solution, which will be a square-footage-based calculation of the estimated cost for construction of the Project.

The Client shall select one (1) proposed solution and discuss any changes required to better meet the Project requirements. The Architect shall prepare a maximum of two (2) revisions to the selected Schematic Design solution and corresponding Construction Budget and meet to present each revision. Any additional revisions during the Schematic Design Phase shall be considered Additional Services.

The Schematic Design drawings and Construction Budget shall be approved in writing by the Client prior to proceeding to the next phase.



PROPOSAL

Pre-Design and Architectural Services

Design Development Phase

Design Development

After the Client's approval of the Schematic Design, the Architect shall develop the floor plans, exterior elevations and prepare additional details to fix and describe the character of the Project.

The Client shall select hardware, finish plumbing fixtures, appliances, kitchen cabinets, tile, stone and decorative lighting fixtures. The Architect shall prepare interior elevations as necessary to describe the locations and arrangements of fixtures and finishes selected by the Client.

The Architect will provide one (1) meeting to present and discuss the Design Development drawings. The Architect will prepare a maximum of two (2) revisions to the Design Development drawings and meet to present each revision. Any additional revisions during the Design Development Phase shall be considered Additional Services.

The Design Development drawings shall be approved in writing by the Client prior to proceeding to the next phase.

Construction Documents Phase

Construction Documents

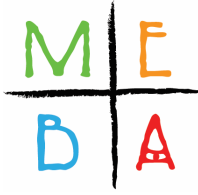
Based on the approved Design Development drawings, the Architect shall prepare Construction Documents consisting of drawings and specifications that will describe the scope of work and be suitable for filing with the Building Department and for construction by a qualified General Contractor.

Construction Documents shall include, but not be limited to:

- Architectural Floor Plans delineating the existing construction, demolition, new construction, and the cross referencing of details and sections on subsequent drawings.
- Power and Data Plans showing electrical receptacles, telephone, cable and internet locations.
- Finish plumbing fixture locations.
- Reflected Ceiling Plans indicating placement of ceiling-mounted, wall-mounted and recessed lighting fixtures, with associated switching arrangements, and locations for required smoke and carbon monoxide detectors.
- Building Elevations at each exterior facade showing the existing residence with the proposed new construction including notes indicating finishes, materials and any special conditions.
- Details, Sections, Schedules and Notes communicating, in detail, different aspects of the design relating to construction and/or code requirements. These details are essential in conveying the design concept to the General Contractor, the subcontractors and to the Building Department.

Engineering Note: The Basic Architectural Services do not include mechanical, electrical, plumbing, fire suppression, structural or civil engineering. See the attached Standard Terms and Conditions for more information.

The Construction Documents shall be reviewed and approved in writing by the Client prior to proceeding to the next phase.



PROPOSAL

Pre-Design and Architectural Services

Bidding & Permitting Phase

Bid Coordination

The Architect shall assist the Client in assembling, distributing and evaluating the bid package, which will include:

- Preparing and distributing the Construction Documents to each Bidder selected by the Client
- Coordinating and attending a pre-bid "walk-through" meeting with Bidder(s) (as required)
- Addressing Bidder's questions and issuing clarifications and/or addenda (as required)
- Assisting the Client with evaluation of the bids
- Assisting the Client with awarding of the contract for construction

Building Permit Assistance

The Architect shall assist the Client in preparing the application for the Building Permit as required by the local municipal code. The Architect shall prepare a Permit Submission Package, including a completed Application for Building Permit, a Client-provided check for payment of the Building Permit fee and multiple sets of the Construction Documents signed and sealed by the Architect.

Fees associated with the Application for Building Permit are the responsibility of the Client.

Construction Administration Phase

Construction Administration

Based on the signed contract between the Client and General Contractor, the Architect shall provide the following services during construction.

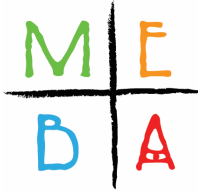
The Architect shall attend Project coordination meetings with the Client and the General Contractor as reasonably required to assist in expediting the Project and to provide clarification of Construction Documents. The Architect shall visit the Project site at regular intervals as appropriate to observe the progress of the work and determine whether the work is in accordance with the Construction Documents. The Architect shall recommend the rejection of any work that is not in accordance with the Construction Documents.

The Architect shall review and certify the General Contractor's request for payment.

The Architect shall review and take appropriate action in a timely manner on all subcontractors' submittals such as shop drawings, product data and/or samples. The Architect shall prepare supplemental and clarification drawings, as required.

At substantial completion, the Architect shall prepare a "punch list" of work to be corrected and review the corrective work to completion.

The Architect shall review the status of construction to determine the dates of Substantial Completion and Final Completion, and shall receive and forward to the Client written warranties and related documents assembled and provided by the General Contractor and subcontractors.



PROPOSAL

Pre-Design and Architectural Services

COMPENSATION

Initial Payment

An initial payment retainer of two thousand dollars [\$2,000.00] shall be paid to the Architect prior to commencement of Basic Architectural Services and shall be credited toward the Client's final payment.

Compensation for Pre-Design Services

Compensation for Pre-Design Services as described above shall equal one dollar and twenty-five cents [\$1.25] per square foot of surveyed space, as defined in the attached Standard Terms and Conditions.

Compensation for Basic Architectural Services

Compensation for Basic Architectural Services shall be a stipulated sum flat fee per the attached Compensation Schedule based on the approved Construction Budget.

Compensation for Basic Architectural Services shall be paid before the beginning of each phase as described below:

Schematic Design Phase: .....	.25%	.....(twenty-five percent)
Design Development Phase: .....	.25%	.....(twenty-five percent)
Construction Documents Phase: .....	.25%	.....(twenty-five percent)
Bidding & Permitting Phase: .....	.5%	.....(five percent)
Construction Administration Phase: .....	.20%	.....(twenty percent)

Compensation for Basic Architectural Services:100%.....(one hundred percent)

If the Project Scope changes at the Client's request, the Construction Budget will be updated and the stipulated sum flat fee will be adjusted accordingly.

Mark Eric Benner - Architects, Ltd.

_____ Date: _____
Mark E. Benner

ACCEPTANCE OF PROPOSAL

The aforementioned *Project Description, Scope of Services, Compensation and the attached Standard Terms and Conditions for Architectural Services* are hereby accepted as the Agreement between Client and Architect. The Architect is authorized to proceed as specified. Payments will be made as indicated above.

Accepted by: _____ Date: _____
Client Name
Client

STANDARD TERMS AND CONDITIONS FOR ARCHITECTURAL SERVICES

1. ENTIRE AGREEMENT

These Standard Terms and Conditions for Architectural Services ("Terms and Conditions") are part of the written offer of [Mark Eric Benner - Architects, Ltd.] ("Architect"), to perform the consulting services described in the attached Proposal for Pre-Design and Basic Architectural Services. Acceptance by the Client is strictly limited to the attached Proposal and these Terms and Conditions for Architectural Services, which when acknowledged in writing, are authorization for the Architect to proceed. The Client is defined, jointly and severally as the person(s) or business entity or entities signing the Agreement authorizing the Architect to proceed. This Agreement supersedes all prior written proposals and/or negotiations not referenced herein between the parties and is expressly conditioned upon the Client's agreement to the Terms and Conditions. This Agreement may only be modified in writing executed by all parties.

2. SERVICES TO BE PERFORMED

The services to be performed are described in the preceding Proposal for Pre-Design and Architectural Services. Unless otherwise specified in the Proposal or the Terms and Conditions, the Architect shall furnish all technical and professional architectural services, including labor, materials, supplies, equipment, transportation and supervision to perform all tasks listed in the Proposal.

3. COMPENSATION

Fee. The attached Proposal describes the tasks, phases and compensation terms.

Terms of Payment. Invoices shall be submitted upon completion of a phase or monthly based on percentage complete at that time. Payments are due upon the Client's receipt of invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one and one-half percent (1-1/2%) per month. A minimum finance charge of \$10.00 shall be assessed on all overdue payments.

Payments Withheld. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to the contractor(s), or on account of the costs of changes in the contractor's services other than those for which the Architect is adjudged to be liable.

Suspension. If any payment is more than thirty (30) days past due, the Architect may, after giving seven (7) days written notice to the Client, suspend services under this Agreement until the Architect is paid in full all amounts due for services, expenses, and other charges. Additionally, in the event of suspension, the Client shall waive all rights, claims, etc. which it might otherwise have against the Architect as a direct or indirect result of such suspension.

4. ADDITIONAL SERVICES

All Additional Services shall be approved by the Client and the Architect in writing prior to proceeding. The following are Additional Services that are not specified above and are considered beyond the Basic Architectural Services.

Master Planning. The Architect may assist the Client in developing and preparing a long term Master Plan. All work associated with the Master Plan, including all preliminary design work, shall be considered an Additional Service.

Construction Management Services. The Architect may assist the Client in selecting a team of contractors to construct the Project, scheduling the work of the contractors and managing the construction process. Construction Management Services shall be considered Additional Services.

Redesign to meet Project Budget Costs. The Client is responsible to establish Project Budget Costs and obtain required cost estimates. If the Architect is not contracted to provide cost estimating services, the Architect shall not be liable to redesign to meet the Project Budget Costs. If redesign is required due to revised or miscalculated Project Budget Costs furnished by a party other than the Architect, the time required shall be considered Additional Services.

Public Hearings / Municipal Filings. In the event a Public Hearing is required for a municipal agency (Zoning Board of Appeals, Planning Board, Architectural Review Board, etc.), the Architect shall invoice the Client on an hourly basis for both the preparation and time spent at the meeting.

Interior Design Services. The Architect may assist the Client in the selection of plumbing fixtures, plumbing fittings, hardware, appliances, kitchen cabinets, decorative lighting, tile, stone slabs, furniture, fabric, carpets, paint colors, artwork, accessories, etc. Interior Design Services shall be considered Additional Services.

Built-in Woodwork. The Architect may design built-in woodwork, such as bookshelves, audio/video cabinets, window seats, computer workstations, etc. The design of such built-in woodwork shall be considered Additional Services.

Purchasing through the Office of the Architect. Products and materials such as plumbing fixtures, plumbing fittings, hardware, appliances, kitchen cabinets, decorative lighting, tile, stone slabs, furniture, fabric, carpets, paint, artwork, accessories, etc., may be purchased through the Office of the Architect. The

full trade discount, as applicable, shall be forwarded to the Client. A purchasing coordination and handling fee of twenty percent (20%) shall be applied to the cost of all items purchased through the Office of the Architect.

3D Modeling. The Architect may develop and prepare a three dimensional computer model and/or physical scale model of the proposed Project for the Client. All 3D modeling shall be considered Additional Services.

Engineering. Based upon the particular needs of the Client, engineering services may be required for heating, air conditioning, electrical, plumbing, structural calculations, site planning, grading, septic systems and/or fire suppression. Engineering services are not included in this Agreement unless stated otherwise in the Proposal for Pre-Design and Basic Architectural Services. If Engineering Services are incorporated into the Basic Architectural Services, and it has been determined that the Engineer (or consultant) has made an error or omission, the Client shall seek legal remedy from the Engineer (or consultant) directly, without participation by the Architect.

Coordination of Consultants' and/or Client's Work. Any coordination of Work performed directly by the Client or work performed by consultants hired by the Client, including but not limited to structural engineers, mechanical engineers, kitchen designers, landscape designers, interior design consultants, audio/video consultants, lighting designers, etc., shall be considered Additional Services.

Fees for Additional Services. The Architect may provide Additional Services beyond those listed in the Proposal for Pre-Design and Basic Architectural Services by a negotiated sum or on an hourly basis. The Architect's hourly rates are as follows:

Principal / Architect / Designer	\$200.00 per hour
Project Manager / Construction Mgr.	\$150.00 per hour
Project Staff / Draftsperson	\$100.00 per hour
Clerical Staff	\$75.00 per hour

Hourly rates specified above are valid for twelve (12) months from the date listed on the Proposal for Pre-Design and Basic Architectural Services and shall be increased five percent (5%) on the first day of the thirteenth month to reflect market conditions, employee benefits and salary compensation. Each rate increase is valid for an additional twelve (12) months.

Reimbursable Expenses. Reimbursable expenses shall include, but not be limited to, consultants' fees, printing, reproductions, bulk copying, photographic services, long distance telephone calls, postage, shipping, delivery, long distance travel expenses, lodging, meals and/or other Project related out-of-pocket expenses. Items shall be reimbursed to the Architect at cost plus ten percent (10%), unless a specific cost is listed below:

Large format prints "copies" (24"x36") ...	\$6.00 each
Plots "originals" (24"x36")	\$12.00 each
Travel mileage rate (2018)	\$.565 per mile

5. CLIENT'S RESPONSIBILITIES

Project Budget. The Client shall establish a Project Budget with reasonable contingencies that meets the Project requirements. The Project Budget shall be established by the Client prior to the Architect proceeding with Basic Architectural Services.

Property Surveys. Unless otherwise specified, Property Surveys are not included in Basic Architectural Services. The Architect shall assume that the Property Surveys, if required, shall be readily available. The Architect assumes all information on these documents is accurate and is not responsible for any information completed by others.

Project Representative. The Client shall appoint and authorize a Project Representative to answer field questions and make timely decisions (within five (5) business days). The Client shall be the Project Representative unless the Client notifies the Architect, in writing, that another Project Representative has been appointed. If the Client replaces or selects a new Project Representative, any time spent by the Architect to bring the new Project Representative current shall represent Additional Services.

Cost Estimates. If the Architect is not contracted to provide cost estimating services, the Client shall employ a contractor or construction cost estimating consultant to provide cost estimating services. The Architect and its consultants do not warranty, guarantee or certify the Construction Cost for the Project or any part of the Project.

Selection of Qualified Contractor(s). If the Architect is not contracted to provide Construction Management Services, the Client shall select a qualified contractor(s) with a minimum of three (3) years of construction experience in work similar in nature to the Project Description located in the immediate vicinity. The contractor shall provide a minimum of three (3) references mutually agreed upon as satisfactory by both the Client and the Architect.

Consultants. The Client shall furnish the services of consultants when such services are requested by the Architect and are reasonably required by the Project.

STANDARD TERMS AND CONDITIONS FOR ARCHITECTURAL SERVICES

6. SCHEDULE

The Architect shall commence work on this Project within twenty (20) business days of written authorization to proceed.

If through no fault of the Architect, Basic Architectural Services has not been completed within twelve (12) months of the date first specified on the Proposal for Basic Architectural Services, compensation for the Architect's services beyond that time shall be considered Additional Services.

7. OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by the Architect pursuant to this Agreement are instruments of the Architect's professional service, and the Architect shall retain an ownership and property interest therein. The Architect grants the Client a license to use instruments of the Architect's professional service for the purpose of constructing, occupying and maintaining this specific Project. Reuse and/or modification of any such documents, without the Architect's written permission, shall be at the Client's sole risk, and the Client agrees to indemnify and hold the Architect harmless from all claims, damages and expenses, including attorney's fees, arising out of such reuse and/or modification by the Client or by others acting through the Client.

Notice of Copyright. All ideas, designs, arrangements and/or plans indicated or represented by the Architect's drawings will be created, evolved and developed for use on this specific Project. No such ideas, designs, arrangements and/or plans shall be used by or disclosed for any purpose whatsoever without the written permission of the Architect.

8. PUBLICITY

The Architect and its consultants shall have the right to photograph the Project and to use the photographs in the promotion of its professional service through publication, advertising, public relations, brochures, websites, and other marketing media.

9. INSURANCE, INDEMNITY AND LIMITATIONS

Insurance. The Architect shall maintain Workman's Compensation, General Liability, and Professional Liability Insurance throughout the period of this Agreement. Certificates of insurance are available on request.

The expense of any additional insurance coverage or increased policy limits of liability, including Professional Liability Insurance, requested by the Client in excess of the standard coverage of the Architect and its consultants shall be borne by the Client.

The Client shall require the contractor to name the Architect as an Additional Insured on the contractor's insurance policies.

Limitation of Liability. For any damage on account or error, omission or professional negligence, the Architect's liability shall be limited to the Architect's fee received under this Agreement.

Waiver of Consequential Damage. The Architect and the Client waive consequential damage for claims, disputes and other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the provisions defining termination.

Hazardous Substances. The Architect shall not be responsible for the identification, removal, testing and/or certification of removal relative to any hazardous substance including, but not be limited to, PCB, petroleum, mold infestation, hazardous waste, asbestos, lead, and any other similar substances. The Architect and the Client acknowledge the Basic Architectural Services do not include any items related to a Hazardous Environmental Condition or hazardous substances.

Unforeseen, Latent or Hidden Conditions. Unforeseen, latent or hidden conditions may not be readily ascertainable regardless of the extent of the investigation. Such conditions may impact the design and necessitate extensive revisions to the design. When architectural services are required to address such conditions, those services shall be deemed Additional Services.

10. STANDARD OF PRACTICE

Services performed by the Architect under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of their respective professions practicing in the same locality under similar conditions.

No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

11. DISPUTE RESOLUTION

Mediation and Arbitration. It is mutually agreed the terms of this Agreement shall be binding upon Architect and Client, together with their respective successors, executors, administrators and assigns and is solely for their benefit. There is no intent to create third party beneficiary status in any other person or a third party shall have any rights to enforce any provision hereof, and that there are no third-party beneficiaries of this Agreement.

Any dispute or claim arising between Architect and Client in connection with this Agreement shall be submitted to non-binding Mediation in accordance

with the Construction Industry Mediation Rules for the American Arbitration Association currently in effect. Such mediation shall be conducted in the county where the Project is located, and if the dispute is not resolved by such mediation, either party may elect to bring suit against the other in the county in which the Project is located, and each party irrevocably consent to the exclusive jurisdiction of any state or federal courts sitting in such county.

12. MISCELLANEOUS PROVISIONS

Architect's Representative. The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

Approved Project Scope. The Project Scope shall be all elements of the Project to be designed or specified by the Architect that will have an associated construction cost. Upon completion of the Schematic Design Phase, the Owner shall approve the Project Scope and associated Construction Budget. If, after approval, the Project Scope changes at the Client's request, the Construction Budget will be updated and the fee will be adjusted accordingly.

Construction Budget. Upon completion of the Schematic Design Phase, the Architect shall calculate a Construction Budget for each Schematic Design solution. The Construction Budget shall be calculated by determining the area of the Project Scope and multiplying the result by a cost figure based on the expected level of finish described by the Client and discussed at the Pre-Design meeting. The Architect shall apply an approximate lump sum to items that will have a cost, but cannot be determined by an area calculation. The Construction Budget shall be an approximation of construction cost. The Architect and its consultants do not warrant, guarantee or certify the Construction Cost for the Project or any part of the Project.

Certification of the Construction Documents. The final Construction Documents shall be reviewed and certified by the Client and Architect prior to contractor bidding and/or municipal review. Certification by the Client and Architect shall indicate that the Construction Documents meet with all party's full approval. All revisions made to the Construction Documents subsequent to the certification shall be considered Additional Services.

Jobsite Safety. Architect shall have no authority to stop the work of any contractor, subcontractors or workers. No provisions of this Agreement shall be interpreted to confer upon the Architect any duty owed to construction workers, parties, third-parties, workers or other non-parties regarding jobsite safety or the prevention of accidents at the job site, whether under common law, OSHA, any statute, rule, regulation, or ordinance.

Termination. Either party may elect to terminate this Agreement with not less than seven (7) days notice should either party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

The Client shall hold the Architect harmless for delays, clarifications, or non-conformance with the Contract Documents if the Architect has been terminated prior to the Construction Administration portion or phase of the work.

Proposal Validity. This Proposal shall remain in effect for thirty (30) days from the Proposal Date. If not executed within this period of time, this Proposal may be deemed null and void by the Architect.

Method and Means of Construction. The Architect and its consultants are not responsible for the method, means or sequencing of construction unless this is arranged contractually (in writing) executed by both parties.

Storage of Materials. The contractor is responsible for the storage and proper protection of materials. Materials shall be stored in an area that is adequately ventilated and free from excessive moisture and condensation that may be conducive to mold contamination.

13. DEFINITIONS

Construction Cost. Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Client of all elements of the Project designed, selected or specified by the Architect.

Construction Cost shall include the cost at current market rates of labor and materials furnished by the Client and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Project. Construction Cost does not include the compensation of the Architect and the Architect's consultants or any other costs that are the responsibility of the Client as provided in this Agreement.

Surveyed Space. Surveyed Space shall be all the space surveyed and documented during an Existing Conditions Survey (ECS) as measured to the outside surface of the exterior walls. Surveyed Space shall also include all interior space including, but not limited to, basements, garages, mechanical rooms, closets, storage rooms, covered porches, and similar space.