

**PROJECT No:** 2019.001.01  
**PROPOSAL DATE:** 01/14/2019

**ARCHITECT:**

**Boschulte Design Studio**  
**PO Box 303190**  
**St. Thomas, VI 00803**



**boschulte@outlook.com**  
**www.boschulte.com**

**CLIENT:**

Great St. James / Little St. James  
6100 Red Hook Quarter, B-3  
St. Thomas, USVI 00802

Client's designated project representative: Richard Kahn [richardkahn12@gmail.com](mailto:richardkahn12@gmail.com)

**PROJECT NAME:**

Caretaker's Cottage Renovation & Addition

*This Agreement is the offer of Boschulte Design Studio (herein referred to as "the Architect"), to perform the consulting services described in this Proposal. Acceptance by the Client is strictly limited to this Proposal and the attached Terms and Conditions for Architectural Services, which when acknowledged in writing, is authorization to proceed. The Client is defined as the person or business entity signing the Agreement authorizing the Architect to proceed.*

**PROJECT DESCRIPTION:**

The Project shall be as follows:

The Project consists of the renovation and addition to an existing studio cottage, consisting of living room wing with kitchenette, bath, outdoor shower, laundry closet, and bedroom wing with en-suite bathroom and walk-in closet, and circulation space/hallway connecting the living room and bedroom wings.

**PROJECT LOCATION:**

Rem. Great St. James Island  
No. 6A Red Hook Quarter  
St. Thomas, VI 00802  
Property Identification No. 109 801 010 100

*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 of the attached Terms and Conditions. This Agreement may only be modified in writing and executed by both parties.*

## 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 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 Programming meeting, the Architect shall prepare a Schematic Design solution for the Project. The Schematic Design solution will include floor plans and exterior building elevations as required to illustrate the project concept.

The Architect shall provide one (1) meeting to present and discuss the Schematic Design solution and corresponding Construction Budget (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 approximate cost for the construction of the project.

The Client shall review the 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 by the Client prior to proceeding to the next phase.



## Design Development Phase

### Design Development

With 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 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 (DPNR) and for construction by a qualified General Contractor.

Construction Documents shall include, but not be limited to:

- o Architectural Floor Plans delineating the existing construction, demolition, new construction, and the cross referencing of details and sections on subsequent drawings.
- o Power and Data Plans showing electrical receptacles, telephone, cable and internet locations.
- o Finish plumbing fixture locations.
- o Plans indicating placement lighting fixtures, with associated switching arrangements, and locations for required smoke and carbon dioxide detectors.
- o Building Elevations at each exterior facade showing the existing residence with the proposed new construction including notes indicating finishes, materials and any special conditions.
- o 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 DPNR.

*Engineering Note: The Basic Architectural Services do not include mechanical, electrical, plumbing, fire suppression, structural or civil engineering. If services of consulting engineers are required for the project these will be performed as an additional service per the attached Standard Terms and Conditions.*

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

## Permitting Phase

### Permitting Assistance

#### CZM Minor Permit:

The Architect shall assist the client in preparing the application(s) for a Minor Coastal Zone Management (CZM) Permit as required by DPNR. The Architect shall prepare a Minor CZM Permit Submission Package with required architectural drawings, maps, and application. Once the Architect has completed the CZM application package it shall be delivered to the Owner for signature and for filing at CZM by the Owner. Client will be the responsible party for filing of the CZM Permit(s).

#### Building Permit:

The Architect shall assist the client in preparing the application(s) for a Building Permit as required by DPNR. The Architect shall prepare a Building Permit Submission Package with required architectural drawings, maps, and application. Once the Architect has completed the Building Permit application package it shall be delivered to the Owner for signature and filing with DPNR by the Owner. Client will be the responsible party for filing of Building Permit(s).

Client will be responsible for the cost of all required map and deed copies, application fees, permit fees and printing costs of the required sets of Construction Documents signed and sealed by the Architect, and any similar project related costs as needed for the Permitting Phase.

## Bidding Phase

### Bid Coordination

This proposal assumes that the Owner has selected a contractor to construct the project and bidding coordination services will not be required for this project, however this service can be performed as an Additional Service if needed for the project.

## 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/or 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 if desired by the Client.

# PROPOSAL

Pre-Design and Architectural Services

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.

## 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 Construction Documents Phase payment.

### Compensation for Pre-Design Services

Compensation for Pre-Design Services as described above shall equal fifty-cents (\$0.50) per square foot of surveyed space, as defined in the attached *Standard Terms and Conditions*.

Existing Living Room Wing = 603 S.F.  
 Existing Living Room Wing Deck/Laundry = 414 S.F.  
 Existing Bedroom Wing = 331 S.F.  
 Existing Cistern = 332 S.F.  
 TOTAL S.F. = 1,662 S.F. x \$0.50 per S.F. = \$831.00

Compensation for Pre-Design Services existing condition survey shall be a lump sum of \$831.00 as calculated above.

### Compensation for Basic Architectural Services

The Architect's hourly rates are as stipulated below:

Principal / Architect	\$160 per hour
Project Manager	\$130 per hour
Construction Manager	\$130 per hour
CAD/BIM Technician (drafting)	\$80 per hour
Structural Engineer	\$210 per hour
Clerical Staff	\$57 per hour

Compensation for Basic Architectural Services shall as follows:

Schematic Design Phase: The Architect shall be compensated at the Architect's hourly rates stipulated above for services performed during the Schematic Design Phase.

# PROPOSAL

Pre-Design and Architectural Services

**Design Development Phase:** The Architect shall be compensated at the Architect's hourly rates stipulated above for services performed during the Design Development Phase.

**Construction Documents Phase:** Compensation for Construction Documents Phase Services shall equal three-dollars and fifty cents [\$3.50] per square foot of Designed Space, as defined in the attached *Standard Terms and Conditions*.

**Bidding Phase:** The Architect shall be compensated at the Architect's hourly rates stipulated above for services performed during the Bidding Phase.

**Permitting Phase:** The Architect shall be compensated at the Architect's hourly rates stipulated above for services performed during the Bidding Phase.

**Construction Administration Phase:** The Architect shall be compensated at the Architect's hourly rates stipulated above for services performed during the Bidding Phase.

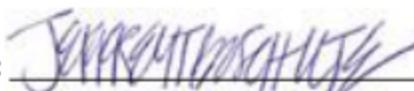
Any changes to the Construction Documents during the Construction Administration Phase shall be performed as an Additional Service.

## 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:** \_\_\_\_\_  
Client Name

\_\_\_\_\_ Date: \_\_\_\_\_  
Client Signature

**Accepted by:**  \_\_\_\_\_ Date: 01/14/19

Jeffrey Boschulte  
for Boschulte Design Studio

# STANDARD TERMS AND CONDITIONS FOR ARCHITECTURAL SERVICES

## 1. ENTIRE AGREEMENT

This Agreement is the offer of Boschulte Design Studio (herein referred to as "the 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, is authorization to proceed. The Client is defined as the person or business entity signing the Agreement authorizing the Architect to proceed, or the person on whose behalf a designated project representative is signing for as authorized agent. 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 of the Terms and Conditions hereof. This Agreement may only be modified in writing executed by both 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 services, including labor, materials, supplies, equipment, and supervision to perform all tasks listed in the Proposal. Client shall provide water transportation from St. Thomas to the site and back in order for the Architect to perform site visits.

## 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 that are 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 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.** If agreed to in writing, 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 (Board of Land Use Appeals, Coastal Zone Management, Legislature, Historic Preservation Commission, Architectural Review Board, etc.), the Architect shall invoice the Client on an hourly basis for both the preparation and time spent at such meetings.

**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 performed by a licensed professional engineer may be required for heating, air conditioning, electrical, plumbing, structural engineering and detailing, 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, security consultants, 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	\$160 per hour
Project Manager / Construction Mgr.	\$130 per hour
Project Staff / Draftsperson	\$80 per hour
Structural Engineer	\$210 per hour
Clerical Staff	\$57 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.

## STANDARD TERMS AND CONDITIONS FOR ARCHITECTURAL SERVICES

**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 original prints and "copies" (24"x36")	\$4.80 each
Binding of construction document sets	\$1.20 each
Travel mileage rate (2018)	\$0.545 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, including topographic 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 Architect assumes that 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 as mutually agreed upon by the Client and the Architect.

**Consultants.** The Client shall furnish the services of consultants, including structural and MEP engineers, when such services are requested by the Architect and are reasonably required by the Project.

### 6. SCHEDULE

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

If through no fault of the Architect, Basic Architectural Services has not been completed within twenty four (24) 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. None such ideas, designs, arrangements and/or plans shall be used by or disclosed to 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, or 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 beyond, 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 insurance policy.

**Limitation of Liability.** For any damage on account or error, omission or other 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 that the Basic Architectural Services does not include any items related to a Hazardous Environmental Condition.

**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 these conditions, those services shall be deemed Additional Services.

**Historical or Archeological Items.** The Architect shall have no responsibility for the identification, discovery, presence, handling, removal or collecting of any historical or archeological artifacts at the project site, or any archeological surveys required by governmental authorities having jurisdiction over the project.

**Excluded Services.** The following are specifically excluded from this proposal, but may be provided as an Additional Service if needed for the project: Multiple preliminary designs, measured drawings, existing facilities surveys, historic structures reports, building information modeling, civil engineering, architectural interior design, value analysis, detailed cost estimating, on-site project representation, post occupancy evaluation, facility support services, tenant-related services, coordination

## STANDARD TERMS AND CONDITIONS FOR ARCHITECTURAL SERVICES

of Client's consultants, telecommunications/data design, plumbing engineering design, mechanical engineering design, security evaluation and planning, commissioning, LEED Certification, extensive environmentally responsible design, fast-track design services, furniture, fixtures, and equipment design, automatic sprinkler fire protection system design, geotechnical engineering.

**Zoning.** This proposal assumes that the property is properly zoned for the planned use. Rezoning services are not included in this proposal.

### 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 any report, opinion, document, or otherwise.

### 11. DISPUTE RESOLUTION

**Mediation and Arbitration.** It is mutually agreed that the terms of this Agreement shall be binding upon both parties and their successors, executors, administrators and assigns.

Any dispute or claim arising in connection with this Agreement shall be submitted to Mediation for resolution in accordance with the Construction Industry Mediation Rules for the American Arbitration Association currently in effect. If not resolved, then the dispute or claim shall be subject to Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The Mediation and Arbitration shall take place in St. Thomas, U.S. Virgin Islands.

### 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. If no representative is identified, then Jeffrey Boschulte, AIA shall be the Architect's project representative.

**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 architect's fees 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 warranty, guarantee or certify that the Construction Cost for the Project or any part of the Project will not vary from bids received for actual construction 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.

**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.

**Permits.** Client acknowledges that Client is solely responsible for obtaining any and all permits that may be required by authorities having jurisdiction over the project. Client agrees to indemnify and hold harmless the Architect from any fines or other actions by authorities having jurisdiction for failure to obtain required permits required for construction of the project.

**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 (applicable to the project location) 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 from the exterior surface of the exterior walls, or in the case of open structure spaces, the exterior surface of structural columns or the outer edge of roof or ceiling overhangs, whichever is greater. Surveyed Space shall include all interior space including, but not limited to, basements, garages, mechanical rooms, closets, storage rooms, covered porches, roof decks, cisterns, and similar spaces.

**Designed Space.** Designed Space shall be all of the square footage area to be constructed for the project per the construction documents from the exterior surface of the exterior walls, or in the case of open structure spaces, the exterior surface of structural columns or the outer edge of roof or ceiling overhangs, whichever is greater. Designed Space shall include all interior space including, but not limited to, basements, garages, mechanical rooms, closets, storage rooms, covered porches, roof decks, cisterns, and similar spaces.

End of Terms and Conditions