



Simple City Studio LLC
 2 Juniper Street
 Florence, MA 01062
 Tel: 206.375.5126
 brien@simplecitystudio.com

07.24.2020
 Client:
 Pioneer Valley Habitat for Humanity
 140 Pine Street
 Florence, MA 01062

Agreement between Simple City Studio LLC and Pioneer Valley Habitat for Humanity

Architect

Simple City Studio LLC
 2 Juniper Street
 Florence, MA 01062
 ("Simple City Studio")

Client

Pioneer Valley Habitat for Humanity
 140 Pine Street
 Florence, MA 01062
 ("The Client")

Project

Burt's Meadow Residences

1. ARTICLE 1 Simple City Studio's Responsibilities

- 1.1 Simple City Studio shall perform its services consistent with the skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. Simple City Studio shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.
- 1.2 Simple City Studio shall maintain General Liability Insurance with limits of \$500,000 per occurrence and Professional Liability Insurance with limits of \$500,000 per claim for the duration of this Agreement, plus such additional coverages as the Client's lender(s) shall require. If any of the additional coverages exceed the types and limits Simple City Studio normally maintains, the Client shall reimburse Simple City Studio for any additional costs.

2. ARTICLE 2 Scope of Services

- 2.1 PROJECT SCOPE: Full architectural design services for a new construction of three dwellings. Simple City Studio will develop plans and specifications in compliance with all applicable laws and local rules and regulations. See Appendix A for details.
- 2.2 Simple City Studio will visit the Project during construction at intervals appropriate to the stage of construction to familiarize (him/her) self generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the construction documents.
- 2.3 It is understood and agreed to that any site visit services performed by Simple City Studio will be for the purposes of determining, in general, if the work observed is being performed in a manner indicating that the work, when fully completed, will be in general accordance with the documents prepared by Simple City Studio. Simple City Studio will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work.
- 2.4 Simple City Studio will not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions in connection with the work, nor shall Simple City Studio be responsible for any contractor failure to perform the Work in connection with the plans and specifications or be responsible for the acts or omissions of any contractors, or any other entity performing services in connection with the Project.

3. **ARTICLE 3 the Client's Responsibilities**

- 3.1 The Client shall provide Simple City Studio access to the Project site prior to commencement of the Work and shall obligate the contractor to provide Simple City Studio access to its work wherever it is in preparation or progress.
- 3.2 The Client shall establish and periodically update its budget for the Project, and if the budget significantly increases or decreases, the Client shall notify Simple City Studio.
- 3.3 Simple City Studio shall subcontract surveys and site layout work up to a cost of \$5,000. The Client shall cover any additional survey and site layout costs beyond this \$5,000.
- 3.4 The Client shall provide prompt written notice to Simple City Studio if the Client becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in Simple City Studio's documents.

4. **ARTICLE 4 Compensation Estimate**

4.1	Services rendered during Predesign Phase:	\$8,000
4.2	Services rendered during Schematic Design Phase:	\$8,000
4.3	Services rendered related to surveying and site layout	\$5,000
4.4	Services rendered during Design Development Phase:	\$8,000
4.5	Services rendered during Construction Documents & Permitting Phase:	\$8,000
4.6	Services rendered during Construction Administration Phase:	\$8,000
4.7	Total compensation for all phases:	\$45,000

- 4.8 **An initial payment of \$8,000** shall be made upon execution of the Agreement and is the minimum payment under this Agreement. It shall be credited to the Client's account in the final invoices.

5. **ARTICLE 7 Miscellaneous Provisions**

- 5.1 If Simple City Studio is required to prepare or evaluate project budgets or estimated costs of construction, it is understood that these services represent Simple City Studio's judgment as a designer and not as an entity specializing in estimating construction costs. It is further recognized that, in rendering these services, Simple City Studio has no control over: the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, Simple City Studio cannot and does not warrant or represent that bids or negotiated prices will not vary from the Client's budget or estimate or evaluation prepared or agreed to by Simple City Studio.
- 5.2 In recognition of the relative risks, rewards and benefits of the Project to both the Client and Simple City Studio, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Simple City Studio's total aggregate liability to the Client and to all contractors and subcontractors on the project, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of or in connection with this Agreement, shall not exceed Simple City Studio's insurance coverage as listed in Article 1.
- 5.3 This Agreement may be terminated by either party in case of substantial breach by the other, upon seven days written notice. In addition, this Agreement may be terminated by the Client for its convenience on seven (7) days' notice. In the event of termination of Simple City Studio, the Client shall pay Simple City Studio for all services performed to the termination date, all reimbursable expenses then due.
- 5.4 Any provision of this Agreement held to be void or unenforceable under any law governing this Agreement shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon both Simple City Studio and the Client.
- 5.5 Simple City Studio shall have the right to include photographic or artistic representations of the design of the Project among Simple City Studio's promotional and professional materials. Simple City Studio shall be given reasonable access to the completed Project to make such representations. However, Simple City Studio's materials shall not include the Client's confidential or proprietary information.
- 5.6 Drawings, specifications and other documents prepared by Simple City Studio or Simple City Studio's consultants are Instruments of Service. The Client shall be the owner of such Instruments of Service. Simple City Studio hereby assigns to the Client all of Simple City Studio's right, title and interest in and to Instruments of Service and shall, within ten (10) days after request, deliver (and cause its consultants to deliver) such additional assignments to the Instruments of Service as the Client may reasonably request.

- 5.7 In the event the Client uses the Instruments of Service without retaining the author of the Instruments of Service in connection with such use or uses the Instruments of Services to complete the Project after terminating Simple City Studio, the Client releases Simple City Studio and its consultant(s) from all claims and causes of action arising from such use. the Client, to the extent permitted by law, further agrees to defend, indemnify and hold harmless Simple City Studio and its consultants from all costs and expenses, including reasonable attorney's fees and the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Client's use of the Instruments of Service without retaining the author of the Instruments of Service in connection with such use or uses the Instruments of Services to complete the Project after terminating Simple City Studio. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to Simple City Studio and Simple City Studio's consultants.
- 5.8 Simple City Studio and the Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement, including loss of use and lost profit.
- 5.9 The Client shall not unreasonably withhold required approvals.
- 5.10 Simple City Studio shall not be responsible to the Client or any third parties for errors, omissions or other defaults of any other entity rendering design, engineering or related services for benefit of the Client or the Project except for those engaged by Simple City Studio as subcontractors or sub-subcontractors. By way of further clarification and not limitation, the Client specifically acknowledges that Simple City Studio is not responsible for the work product and professional judgment and analysis of any other consultants including but not limited to consultants performing mechanical, electrical, plumbing, fire safety, structural, civil, geotechnical, environmental, acoustical, lighting, audio visual, security, cost estimating, or other services in connection with the Project except for those subcontractors or sub-subcontractors engaged by Simple City Studio.
- 5.11 To the fullest extent permitted by law, the Client hereby assumes liability for, and hereby agrees to defend, indemnify, keep and hold Simple City Studio, its respective officers, directors, employees, sub-consultants and agents harmless from any and all obligations, claims, damages, loss, penalties, actions, suits, judgments, or liabilities, expenses and disbursements, legal or otherwise (including reasonable attorney's fees), to which they may incur to the extent caused by the Client's directive, instruction or substitution made without Simple City Studio's approval or any negligent or wrongful act or omission of the Client, its agents, employees, sub-consultants, contractors, or entities permitted (other than Simple City Studio and those engaged directly or indirectly by Simple City Studio) in connection with this Agreement. Nothing herein will be deemed to indemnify Simple City Studio against its own negligence or willful misconduct. This indemnification will survive the term of any agreement, whether it is terminated or expired.
- 5.12 Simple City Studio shall have no responsibility for the discovery, presence, handling, removal, testing of or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- 5.13 The Client shall request to name Simple City Studio and its officers, directors, employees, and sub-consultants, as additional insureds under any Builder's Risk or General Liability policies obtained and the Client shall further endeavor to require that its contractors, consultants, and construction managers name Simple City Studio and its officers, directors, employees, and sub-consultants, as additional insureds under their Builder's Risk or General Liability policies to be kept in force through Completion of the Work.
- 5.14 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Simple City Studio.
- 5.15 This Agreement and any exhibits specifically referred to herein constitute the entire agreement between the parties. This Agreement can be modified only in writing signed by both Simple City Studio and the Client.
- 5.16 Simple City Studio shall consent to the assignment of this Agreement by the Client to its lender(s) on such terms and conditions as such lender(s) may reasonably require.

This Agreement entered into as of the day and year first written above.

For Simple City Studio:

For the Client:

Brien Tal-Baker



(Representative's Name)

Appendix A - Scope of Services

Service Phases

Pre-design:

- Determine project zoning, code and site constraints.
- Initial code & zoning review
 - Coordination with planning/building departments and surveyor
 - Site visit and analysis and coordination with civil engineer
 - Programming and performance requirement meeting

Schematic Design:

- Design of the form and layout.
- Massing/form schemes
 - Layout and program schemes
 - Outline specifications of project requirements
 - Schematic Design meeting
 - Final schematic design drawings

Surveying and site layout subcontracting:

Simple City Studio will cover costs for the first \$5,000 of survey and site layout work. Additional costs will be covered by the client.

Design Development:

- This includes work required to develop design decisions on the level of individual spaces and details.
- Refine elevation design
 - Initial site/ landscape design
 - Coordinate drawings and decisions with consultants as required, including civil and structural
 - Choose construction methods & building assemblies

Estimated fee breakdown:

Pre-design	\$8,000
Schematic Design	\$8,000
Surveying and site layout	\$5,000
Design Development	\$8,000
Construction Documents & Permitting	\$8,000
Construction Administration	\$8,000
ESTIMATED TOTAL	\$45,000

All phases will be invoiced at completion of the phase.

A retainer of \$8,000 is required to initiate work, and will be credited to the final billing for the project.

Please call with any questions or comments you may have, or to discuss in more detail the scope of work and services.

Thank you,

Maya & Brien Tal-Baker

Simple City Studio LLC

206.375.5126

brien@simplecitystudio.com

- Choose systems
- Choose materials palette
- Develop drawing set to reflect specific design decisions
- Design Development meeting

Permitting & Construction Documents:

- Prepare documents for use in permitting & construction.
- Further develop drawing set to describe detailed information for construction
 - Lighting, electrical, data and systems design
 - Complete specifications
 - Construction Document & Permitting meeting
 - Complete permit drawings and forms
 - Print and stamp drawings for submission by builder

Construction Administration:

- Coordinate during construction to ensure the project meets the standards of the design intent.
- Preconstruction coordination with builder
 - Visit site to review work in progress
 - Communicate with the builder/ owner to clarify drawings or provide supplemental information during construction
 - Help choose finishes and fixtures
 - Prepare and issue change orders as needed
 - Walkthrough at substantial completion
 - Verify punch list completion at final walkthrough