AGREEMENT FOR PRE-CONSTRUCTION SERVICES

This Agreement made as of the ____ day of ______ in the year of ______, between __________________________

________________________________________________________________________________________

STROCK ENTERPRISES DESIGN & REMODEL, LLC (“Contractor”) for the following Project;

SCOPE OF WORK

1. Plans, Elevations, Sections

2. Scope of Work

3. Budget

4. Timeline

The Owner(s) and Contractor agree as set forth below.

Article 1: Contractor’s Pre-Construction Services

The Contractor’s services consist of those services provided by the Contractor, Contractor’s employees and Contractor’s Consultants as set forth in Article 2 of this Agreement. From time to time the Contractor shall, on behalf of the Owner, engage the services of an Architect and/or other design professionals. The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering.

Article 2: Scope of Pre-Construction Services

The Contractor’s Pre-Construction Services consist of the following:

The Contractor shall meet with the Owner and review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

Architectural and/or engineering services shall be procured, if necessary, from licensed independent design professionals retained by the Contractor or furnished by the design staff employees of the Contractor. The person or entity providing architectural and/or engineering services shall be referred to as in-house Design Staff (“In House Design Staff”). The Contractor shall procure or furnish one of more of the following services; such services shall be approved by the Owner in advance and acknowledged herein below:
Preliminary Design Documents: The Contractor shall submit for the Owner’s review and written approval Preliminary Design Documents based upon the Owners Program and other relevant information. Preliminary Design Documents shall include drawings, outline specifications and other conceptual documents illustrating the Project’s basic elements, scale and their relationship to the site.

The Contractor shall review Preliminary Design Documents and other design documents during their development and advise on proposed site use and improvements, selection of materials, building systems and equipment and provide recommendations of the relative feasibility of construction methods, availability of materials and labor, methods of installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies. The Contractor shall consult with the Owner regarding the Preliminary Design and make recommendations whenever design details adversely affect constructability, cost or scheduling.

Construction Documents: The Contractor shall submit for the Owner’s review and written approval Construction Documents based upon the approved Preliminary Design Documents. Construction Documents shall set forth in detail the requirements for the Construction of the Project and shall consist of drawings and specifications based upon codes, laws or regulations enacted at the time of their preparation. The approved Construction Documents shall be known and referred to as the architectural design plans (“Plans”).

Article 3: Ownership of Documents
All documents created or provided to the Owner under this Agreement shall remain the property of the Contractor and may not be used by the Owner without the express written consent of the Contractor.

Article 4: Fees and Charges
The Owner agrees to pay our fee(s) as described;

1. Per Hour Rate of $_________ for pre-construction consulting services.
   a. Driving time (if any) is included in the per hour rate.
   b. Estimated service hours ____________.
   c. Minimum amount due will be ____________.
   d. Deposit in the amount of ____________ is payable upon signing this agreement.
   e. Estimated time for completion of Pre-Construction Services ____________.

2. Flat Rate of $_________ for pre-construction services.
   a. Includes;
      i. __________ sets of stamped and engineered drawings
      ii. __________ sets of non-stamped architectural drawings.
      iii. One scope of work
      iv. One proposed budget
      v. One proposed timeline.
   b. Deposit in the amount of __________ is payable upon signing this agreement.
   c. Monthly billings in the amount of __________ due upon receipt of invoice.
   d. Balance due upon significant completion of drawings.
   e. Estimated time for completion of Pre-Construction Services __________ WEEKS.

3. Additional Services
   a. In the event that additional services are required, the Contractor shall notify the Owner in writing. Additionally, if the Owner agrees to additional services, then the Owner agrees to pay
the Contractor for Design Services as follows:

i. Architectural Services ................................ $175 / Hour
ii. Engineering Services ................................ $150 / Hour
iii. Construction Consulting Services ............ $125 / Hour
iv. Architectural Draftsman Services .......... $75 / Hour
v. Photography ................................................ $60 / Hour
vi. Printing & Duplication......................... Cost plus 50%

vii. Other related expenses shall be paid by the Owner and shall appear as separate items, to the extent possible on an invoice to be submitted monthly.

All costs and fees for Pre-Construction and Design Services are generally reliable and will not be exceeded without prior approval by the Owner. Invoices are due and payable upon receipt.

Article 5: Owner’s Responsibilities
The Owner shall provide full information to Contractor regarding requirements for the Project, including a program setting forth the Owner’s budget, objectives, schedule, constraints and criteria, including space restrictions and other site requirements.

The Owner shall furnish to Contractor all base information necessary for the Contractor to complete Pre-Construction Services. Such data includes but is not limited to as built drawings, budget restraints, photographs, magazine clippings, written / verbal description of desired finish, colors palette, materials selections, . The Contractor shall not be held responsible for additional expenses incurred or errors resulting from erroneous base data. The Owner shall furnish such information promptly to avoid delay in the orderly progress of the Contractor’s services.

The Owner agrees to pay to the Contractor the Fees and Charges as set forth in Article 4. If the Owner elects to proceed with the Project beyond the Pre-Construction Phase, the Owner and Contractor shall enter into a separate written agreement for the construction and completion of the Project. The failure to make monthly payments in a timely manner shall result in a stoppage of all work.

If the Owner elects not to engage the Contractor beyond the Pre-Construction Phase, neither the Owner nor the Contractor shall have any further obligation under this agreement, other than the payment of compensation as set forth in this Agreement.

Article 6: Termination or Abandonment
In the event of termination or abandonment by the Owner, the Contractor shall be compensated for services performed prior to termination, together with all costs incurred by the Contractor including design and document preparation fees.

Article 7: Miscellaneous
It is mutually agreed that this agreement is not transferable or assignable by either party to a third party without the written consent of the other principal party.

South Carolina law will apply to any litigation arising out of or relating to performance of the Agreement or its provisions.

Neither an express nor an implied warranty is given by the Contractor regarding the accuracy or completeness of the Plans, drawings, designs and/or other documents if such Plans, drawings, designs and/or documents are used by others to construct or complete the Project.
IN WITNESS WHEREOF, the undersigned, individually or by and through their duly authorized officers, and pursuant to authority duly given, have caused this Agreement to be duly executed as of the date first set forth above.

____________________________________  ________________________________________
Contractor:                           Print Name

____________________________________  ________________________________________
Owner: Signature                      Print Name

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