Article VI shall be paid as follows: A)

B) Accommodations sketch; and C)

Other documents as determined by the Architect to be required to

illustrate the scope of the Project.

4)

At the request of the Owner the Architect will submit copies of these documents to three (3) Builders of

the Owner's choice for a preliminary bid estimate and assist the Owner in evaluating these estimates.

5)

Compensation for the Preliminary Design Stage and any other services included as part of this fee under

prepare for approval by the Owner, Preliminary Design Documents including: A) Outboard Profile sketch;

A fixed fee upon the execution of this agreement in the amount of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or B) A retainer of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ upon execution of this agreement, with

charges per the Architect's hourly rates as shown in **Schedule A: Fee Schedule** for the balance owing for

the work performed.

**A**

**II: C**

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**RTICLE**

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The Architect shall review the program furnished by the Owner to ascertain the requirements of the

Project and shall review the understanding of such requirements with the Owner.

2)

The Architect shall review, as applicable, with the Owner alternative approaches to design and

construction of the Project.

3)

Based on the mutually agreed upon program and Project budget requirements, the Architect shall

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**RTICLE**

**ONSTRUCTION**

**OCUMENTS**

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Based on the approved Preliminary Design Documents and any further adjustments in the scope of the

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Agreement written as of the \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ in the year of Two Thousand and

E S I G N

O N T R A C T

Latest revision:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between the **Owner** (or Client): (Insert name and address) and the **Architect**

(or Designer): **Benford Design Group,** 605 S. Talbot St., Suite One St. Michaels, MD 21663

For the following Project: (Insert description of design to be created or work to be done.)

The Owner and the Architect agree as set forth below:

The Architect's Services consist of the elements listed below or of other elements listed as part of **Schedule**

**B: Services & Practices.**

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Work during construction, and other costs which are the responsibility of the Owner.

If the Owner provides a budget for the Project, it shall include contingencies for bidding, changes in

2)

pertinent to the design of the vessel.

special equipment and systems requirements, and other general information and specifications as are

and relationships, vessel type and style, speed requirements, extent of equipment compliment anticipated,

which shall set forth the Owner's design objectives, constraints and criteria, including space requirements

The Owner shall provide full information regarding requirements for the Project including a program,

1)

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**ESPONSIBILITIES**

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**III: O**

**A**

prints and the Owner will promptly pay these. (See **Schedule B** for more detail on Payments.)

**A: Fee Schedule** for the time spent on the Project. Billings will be submitted with each set of progress

payment of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ on completion of the drawing work. Or, B) Hourly charges per **Schedule**

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\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_, fourth payment of \_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_, and a fifth

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Prints of each drawing shall be submitted to the Owner for approval. The Owner agrees to indicate

the Owner's choice for a construction bid estimate, and assist the Owner in evaluating these estimates.

At the request of the Owner the Architect will submit copies of these documents to three (3) Builders of

4)

The Architect shall be the sole determiner of whether or not changes to drawings are substantial.

3)

based on the terms for "Additional Services" as outlined in **Schedule B**.

the Owner. Substantial changes requested to the drawings by the Owner may be billed by the Architect

prints for approval. Failing such notification in writing, the Architect may deem the drawings approved by

the Architect in writing of the desired changes. The Architect will revise the plans accordingly and resubmit

approval or disapproval within ten (10) days of receipt. If disapproved, the Owner shall promptly advise

5)

2)

the Project.

containing information delineated in **Article IV** setting forth in detail the requirements for the construction of

Project by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents

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A fixed fee of

on , second payment of \_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_, third payment of

payment of

, payable as follows: First

**D**

this fee under **Article IV** shall be: A)

Compensation for the Construction Documents Design Stage and any other services included as part of

7)

as an endorsement of the test results.

listed in **Schedule B: Additional Services**. The Architect's presence at such test shall not be interpreted

Owner's request. Observation of the tank testing by the Architect will be at the Architect's discretion or as

The Architect agrees to submit the lines of the vessel to a recognized agency for model testing at the

6)

estimate of the speed of the vessel, but does not guarantee such speed.

seaworthiness of the design and reasonable speed underway. The Architect will furnish a carefully prepared

The Architect agrees to perform such theoretical calculations as are customary to insure the safety and

**:**

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(Add other specifics here)

2)

passengers for hire.

It is understood that this vessel is not intended to be licensed by the U.S. Coast Guard for carrying

1)

**ERVICES**

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**ONDITIONS**

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**VI: O**

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Drawings of less significant details (which are to be submitted to the Architect for approval).

This list is not meant to be all-inclusive or to suggest that the Builder will not have to develop Shop

3)

delivered based upon the Architect's determination of the most efficient design order.

The Architect may make necessary adjustments to the order in which materials are prepared or

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**IV: E**

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expeditiously as necessary for the orderly progress of the Architect's services and of the Work.

The Owner shall furnish required information and service and shall render approvals and decisions as

4)

This Agreement represents the entire and integrated agreement between the Owner and the Architect and

to the Architect.

conformance with the Construction Documents, prompt written notice thereof shall be given by the Owner

If the Owner observes or otherwise becomes aware of any fault or defect in the Project or non-

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Mylar, Plating Expansions, Piping Schematics, and Electrical Layout and One-line drawings.

Optionally, if desired or needed by the Builder, the Architect may provide: Full Size Frame Templates on

and Outfitting, Engine, Steering and Tanks, and Deck and Rigging Plans.

Phase, plus: Construction Plans and Profiles, Inboard Profiles, Sections of Construction Frames and Joiner

drawings. These will include the final versions of the drawings and work done in the Preliminary Design

The second Phase, the Construction Documents Design Stage, will be to create the actual working

Sail Plan, Accommodation Plans, Scantling Section, and Initial Weight Study.

the concept of the Project. Drawings to be done include: Preliminary Lines Plan, Outboard Profile and/or

The design work will be done in two Stages. The first Stage will be the Preliminary Design Phase, to define

to include approximately the following lists:

The information and materials to be supplied by the Architect during the Stages of the Design period are

**D**

**ATERIALS**

**UPPLIED**

**RCHITECT**

**RTICLE**

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**V: A**

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be amended only by a written instrument signed by both Owner and Architect.

supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may

Performance Predictions rerun with varied input

(Hydrostatics/stability studies quoted on request.)

**Note:** All work done under terms and conditions outlined in our standard **Design Contract** and **Schedule**

**B: Services & Practices.** Work on all projects is started only after receipt of the retainer payment, and

continued only while the account is current. Bills are due on receipt. 1.5% per month interest added to past

due amounts.

**S**

**B: S**

**& P**

**CHEDULE**

Travel time by senior architect/engineer

Computer time running full-size frame templates

**ERVICES**

from hulls designed on our computer facility

**Computer Services** to be charged as follows:

Performance Prediction of Benford design

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**ERVICES**

**RACTICES**

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**DDITIONAL**

The following are among the Additional Services not included in the contract price unless so identified in the

Design Contract. They will be provided if authorized or confirmed in writing by the Owner, and paid for by

the Owner as provided in the Design Contract, in addition to the compensation for Basic Service.

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Date

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Architect

Date

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**VII: A**

**RTICLE**

**TTACHMENTS**

The Owner acknowledges receipt of **Schedules A, B,** and **C** which are expressly adopted and made

part hereof.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner

Consultation (not part of a design project)

Design Work by Jay R. Benford/Principal

Design Work by senior architect/engineer

Design Work by junior architect/engineer

Travel time by Jay R. Benford

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**A: F**

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**CHEDULE**

**EE**

**CHEDULE**

**D**

(Effective January 1, 2002)

**$/Hour**

**Service**

*(Fill in current rates)*

Expert Witness

13) Providing services made necessary by the default of the Builder, or by major defects or deficiencies in

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Construction.

the Work of the Builder, or by failure of performance of either the Owner or Builder under the Contract for

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construction, and furnishing services as may be required in connection with the replacement of such Work.

12) Providing consultation concerning replacement of any Work damaged by fire or other cause during

with construction performed by the Owner.

11) Making investigations, surveys, valuations, inventories or detailed appraisals necessitated in connection

Architect.

Change Orders provided such Change Orders are required by causes not solely within the control of the

10) Preparing Drawings, Specifications and supporting data and providing other services in connection with

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or to verify the accuracy of drawings or other information furnished by the Owner.

Attend Tank Test, or other tests or meetings suggested by the Owner in the furtherance of the Design.

4)

Construction Documents to reflect changes necessary due to the Bid estimates received by the Owner.

Submit Preliminary or Construction Documents to additional Builders, or revise Preliminary or

3)

Cost and Detailed Estimates of Construction Cost.

To prepare or examine evaluations of the Owner's Project budget, Statements of Probable Construction

2)

Providing services to investigate existing conditions of a vessel or to make measured drawings thereof,

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Builder's preferences, or capabilities or other causes not solely within the control of the Architect.

regulations subsequent to the preparation of such documents, or 3) when such revisions are due to the

instructions previously given; 2) when such revisions are required by the enactment of codes, laws or

inconsistent with prior written authorizations, documents that have been deemed to be approved, or

Making revisions in Drawings, Specifications or other documents when 1) such revisions are

9)

equipment or systems aboard. The Architect shall be the sole one to define what is regarded as unusual.

procurement or installation of furniture, furnishings, and other equipment, or the engineering of any unusual

Providing interior design and other similar services required for, or in connection with the selection,

8)

**D**

Provide additional detail drawings for the Builder, at the Owner's request.

7)

Owner or Builder.

Review of Builder's or Subcontractor's shop drawings, of Product Date, or Samples submitted by the

6)

Owner.

On-site observation visits requested by the Owner, or requested by the Builder and approved by the

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Vessel Construction Phase. As the Owner's agent, however, the Architect shall incur no pecuniary

The Architect shall in dealings with the Builder be considered a representative of the Owner during the

1)

**ROVISIONS**

**ENERAL**

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statement of probable construction cost or other cost estimate or evaluation prepared by the Architect.

vary from the project budget proposed, established or approved by the Owner, if any, or from any

Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not

methods of determining bid prices, nor over competitive bidding, market or negotiating conditions.

neither the Architect nor the Owner has control over the cost of labor, materials or equipment, the builder’s

as a design professional familiar with the yacht construction industry. It is recognized, however, that

detailed estimates of construction cost if prepared by the Architect represent the Architect's best judgment

completion. Evaluations of the Owner's project budget, statements of probable construction costs and

an evaluation of estimated construction costs of the completed vessel, or costs at any intermediate stage of

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15) Providing extensive assistance in the utilization of any equipment or system such as initial start-up or

revision to **Schedule A: Fee Schedule**.

after signing of the Design Contract. Thereafter, compensation for the Architect shall be at the then current

18) Compensation for Additional Services shall be in accordance with **Schedule A** for twelve (12) months

in accordance with generally accepted design practice.

17) Providing any other services not otherwise included in the Design Contract or not customarily furnished

Design Contract has terminated.

16) Providing services to the Owner after the Architect's obligation to provide Basic Services under the

operation and maintenance, and consultation during operation.

testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for

Builder to the Architect.

construction based on marked-up prints, drawings and other data furnished by the Owner and/or the

14) Preparing a set of reproducible record drawings showing significant changes in the Work made during

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**–** Computer rental time for equipment required beyond

**–** The Benford Design Group may be asked by the Owner to make

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Benford Design Group and shall be considered his property.

expenses. Programming, including all documentation and work product is for the exclusive use of the

that owned by the Architect is billed at a rate permitting reasonable amortization of office programming

**EVELOPMENT**

**ROGRAM**

**SAGE**

**OMPUTER**

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something. Thus an e-mail, a fax or letter follow-up is the best insurance.

try to keep good notes and sketches from such conversations, there is the possibility we may have missed

written copies for our files. At any time, we may have a dozen or more projects in process, and while we

same time, we would suggest that the Client follow up all verbal authorizations or suggestions or ideas with

**OMMUNICATIONS**

**–** The use of the telephone has proven to greatly speed up the design process. At the

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protect themselves against claims arising out of potential defects in yachts constructed to their designs.

**NSURANCE**

**–** Many years ago it was practical for an architect to carry "errors and omissions" insurance to

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commit to perform his duties in accord with the appropriate standard of care.

Thus, the Architect is not a guarantor with respect to the results of his design. However, the Architect does

possibility that some changes may be required as work progresses or even after the yacht is completed.

electrical system. In deciding to construct a new yacht, therefore, the Owner must be prepared for the

visualize in three dimensions all of the spaces in a new design or the integration of a complex mechanical or

For example, it is difficult to predict with complete accuracy the weights incorporated in a new yacht, and to

will be entirely free of defects, whether caused by our error or omission, or that of the Builder.

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complexities, however, we are simply not in a position to be able to warrant or guarantee that a new yacht

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2)

of the vessel in any way from the original Construction Documents. No major changes, omissions, or other

The Architect is to be presented with copies of all Change Orders issued which result in the modification

4)

progress.

The Architect shall at all times have reasonable access to the Work whenever it is in preparation or

On-site consultation by the Architect with the Owner and Builder may be arranged as outlined herein.

3)

Builder which could affect in any way the structural integrity, performance, or aesthetic value of the design.

The Architect is to be furnished with written copies of all instructions supplied by the Owner to the

variations from the Construction Documents shall be made without the permission of the Architect. No such

responsibility concerning the construction of the Project.

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The Architect shall perform Basic and Additional Services as expeditiously as is consistent with

each new design calling heavily on our years of experience designing successful vessels. Because of these

experience, rule-of-thumb calculation, and even a degree of intuition. Naturally we use our best efforts in

yacht. In place of exhaustive scientific and engineering research, we must sometimes depend upon past

hundreds of hours which the Architect and his Client can afford for the designing and engineering of a new

hundreds of thousands of hours of design and engineering development. This contrasts with the few

**UARANTEE**

**–** A yacht compares in complexity with a car or airplane which may be the result of many

**G**

with any time constraints or commitments outlined in **Schedule C: Current Work List**.

professional skill and care and the orderly progress of the Work. This time allocation is to be in keeping

**D**

6)

be responsible for the results thereof.

additions or deletions by the Owner or Builder are at the sole risk of the Owner, and the Architect will not

designed by the Architect will affect the handling characteristics of the completed vessel. Any such

It is understood by the Owner that additions to or deletions of equipment or parts of the vessel as

5)

Architect may bill the Owner for time spent on such items as above.

changes shall be considered approved by the Architect unless agreed to in writing by the Architect. The

The Benford Design Group has the sole right to authorize subsequent use of such plans. The Owner,

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The Owner shall be permitted to retain copies of Plans and Specifications for information and reference in

however, is entitled to receive complete sets of the plans developed for him.

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are made is executed or not.The design itself remains the exclusive property of the Benford Design Group.

of service are owned by and shall remain the property of the Architect whether the Project for which they

authorized to build only one vessel from the design contracted. Drawings and Specifications as instruments

**LANS**

**WNERSHIP OF**

**–** Unless otherwise agreed to by the Benford Design Group in writing the Owner is

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and the Architect shall require appropriate similar waivers from their Builder's consultants and agents.

and employees of the other for damages covered by any liability insurance during construction. The Owner

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The Owner and the Architect waive all rights against each other and against the Builder, consultants, agents

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other architects) to accept a design commission only if the client agrees to: 1) Accept the risk of all defects

**EGAL**

**–** Unless otherwise specified, the Design Contract shall be governed by the law of the

**A**

**L**

relating to the yacht being designed.

officers, employees, and subcontractors from any and all liability, suits or causes of action arising out of, or

As a result, we must expect that the client is willing to agree to release Benford Design Group and its

"errors and omissions" insurance covering our work in connection with the yacht in question.

in the yacht whether caused by the Architect's error or omission or that of the Builder. 2) Bear the cost of

**CTION**

at all) is so high that having coverage is no longer feasible. As a result it is now our policy (as with most

Today, however, even though our record in this regard has been excellent, the cost for coverage (if available

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**IABILITY**

result of the services provided by the Architect for the Owner.

sub-contractors and consultants harmless from any such claims that may be brought by third parties as a

The Owner further agrees to defend, indemnify and hold the Architect and his principals, employees, agents,

and consultants if any claim in any way is related to the Architect's services for the design of this vessel.

of action, indemnity or otherwise against the Architect, his principals, employees, agents, sub-contractors

Accordingly, the Owner hereby agrees to bring no claim for negligence, breach of contract, or other cause

the preparation of reports, designs, drawings and specifications related to the design of this vessel.

arising out of the performance of or the failure to perform professional services, including but not limited to

Liability (Errors and Omissions) Insurance and is unable to reasonably obtain such insurance for claims

**D**

**–** The Architect states and the Owner acknowledges that the Architect has no Professional

**L**

shall be entitled to reasonable attorney's fees, in addition to other damages.

The Architect and Owner agree that should legal action be pursued by either party, that the winning party

Architect.

have accrued in any and all events not later than the completion of the construction documents by the

applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to

principal place of business of the Architect. Regarding all acts or failures to act by either party, any

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and the Architect's Consultants.

drawings, specifications and other documents, excluding reproductions for the office use of the Architect

B) Expenses of prints, reproductions, postage, small package delivery service fees and handling of

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electronic communications.

by the Owner), living expenses in connection with out-of-town travel, and long distance telephone, fax and

A) Expenses of transportation in connection with the Project (Airline tickets of over $200 will be prepaid

consultants in the interest of the Project for the following expenses:

additional services and include actual expenditures made by the Architect and the Architect's employees and

**XPENSES**

**EIMBURSABLE**

**–** Reimbursable expenses are in addition to the compensation for basic and

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Failure of the Owner to promptly pay the Architect the fees outlined in the design contract will be construed

expenses incurred.

expenses shall be made promptly upon presentation of the Architect's statement of services rendered or

**RCHITECT**

**AYMENTS TO THE**

**–** Payments for basic services, additional services, and reimbursable

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(See section on **Sisterships** for information about reuse of plans and design fees due.)

a breach of contract. In such case, the Architect has the option to continue work, suspend services until

returned to the Architect.

completion of the vessel all Plans and Specifications used by the Builder during construction shall be

connection with the Owner's use for maintenance, repair and operation of the completed vessel. Upon

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express consent.

etc. The Owner's name, however, may not be used by the Architect in such publicity without the Owner's

specifications, photographs etc. of the vessel for publicity, including advertising brochures, magazine articles,

be approved by the Architect in writing. The Architect maintains the right to use any test data, drawings,

Architect. Architectural drawings appearing in such documents are to originate from the Architect or are to

information, advertisements, and brochures prepared by the Owner unless otherwise requested by the

**ARKETING**

**UBLICITY AND**

**–** The Owner agrees that the name of the Architect shall appear in all articles,

**M**

**P**

**D**

compensation shall be equitably adjusted.

If the scope of the Project or of the Architect's services is changed substantially the amounts of

Architect's collection expenses, including court costs if legal action is commenced.

reasonable collector's and/or attorney's fees whether or not legal action is instituted, and all of the

paid. If the Architect must engage a collector or an attorney to collect the fees due, the Owner shall pay

contract, the Architect shall charge the maximum legal interest rate on all such sums from the due date until

If the fees due the Architect are not paid within the time constraints permitted under the terms of the design

payment is rendered, or terminate the Project.

Contract. Exclusive production rights require the guarantee of a certain minimum number of royalty

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payments per year for the exclusivity to be in effect.

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this permission, the Architect will be paid a design royalty for each vessel as specified in the Design

**ISTERSHIPS**

**–** The design may be licensed for serial production, by notation in the Design Contract. For

**S**

corrected.

properly taken care of, that the plans and specifications are followed and that defects, where they occur, are

we must rely on the Builder (and expect the Owner to rely on the Builder) to see to it that such details are

been followed in every particular, or that details of construction and arrangement are perfect. Consequently

testing facilities available to us, it is not possible for us to determine that the plans and specifications have

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Because we inspect only at stages of work and because of the limitations of time and of the measuring and

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D) Expenses of renderings, artwork, models and mock-ups, tank testing fees and expenses.

two (1.2) times the amounts expended by the Architect and the Architect's employees and consultants in the

Compensation for reimbursable expenses as described herein shall be computed as a multiple of one point

omissions) insurance, if requested by the Owner.

Expenses of any additional insurance coverage or limits, including professional liability (errors and

F)

Expenses of overtime work requiring higher than regular rates, if authorized in advance by the Owner.

E)

interest of the Project.

C) Expenses of data processing, photographic reproduction techniques, and photographic prints.

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specifications to embody changes approved by the Client and Builder under provisions of the construction

correcting any defect or variation from the plans or for any consequential damages caused thereby.

D) In performing such inspection visits we do not accept financial responsibility either for the cost of

however supervise construction.

doing so we try to determine if defects or variation from the plans or specifications exist. We do not

specifications. On such visits we often check specific items and take measurements on a sampling basis. In

of the work being performed and to note if it is proceeding in general accordance with the plans and

C) Inspection visits to the Builder's yard can be made by the Architect to observe the progress and quality

contract, consultation on requests for extras or credits.

**D**

B) Checking of Builder's detailed building plans, consultations with builder, preparation of addenda to

legal nature to the Client or Builder, or their attorneys, in the preparation of the building contract.

A) Recommendation of bidders, circulation of requests for bids, analysis of returns, assistance of a non-

Benford Design Group may be contracted separately to perform the following functions:

**ERVICES**

**–** In addition to preparing preliminary plans, bidding or contract plans, and building plans,

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**Scope of Project** (Add list of current projects here.)

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in accordance with the terms of the Design Contract the Architect may at his option choose to suspend all

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**USPENSION OF**

**–** If payments due the Architect by the Owner are not made in a timely manner

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Contract without the written consent of the other.

Contract. Neither the Owner nor the Architect shall assign, sublet or transfer any interest in this Design

successors, assigns and legal representatives of such other party with respect to all covenants to the Design

successors, assigns and legal representatives to the other party to this agreement and to the partners,

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work on the project until such payment is made. The Architect cannot be held responsible for any delays or

**–** The Owner and the Architect, respectively, bind themselves, their partners,

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Architect's property and for their exclusive use.

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billings. Tank test results, including all data and reports and the models themselves are to be considered the

design and analysis costs. Clients are expected to provide advance deposits to cover estimated tank

tests is billed on a time and material basis and may be expected to include tank costs, model costs, and

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**–** Tank tests will be arranged by the Architect at the request of the Owner. The cost of these

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Owner, or suspension of work requested by the Owner.

other consequences that arise out of suspension of work resulting from either non-payment of fees by the