

July 14, 2025

Client:

534 West 42nd Street Condominium
c/o Livingston Management
225 W 35th Street, 14th Fl,
New York, NY 10001

Project:

Address: 534 West 42nd Street
Borough: Manhattan
Block: 1070
Lot: 7502

Thank you for the opportunity to submit this proposal for services for the above-captioned project. The project is defined in the following Exhibit I. Terms and conditions are listed in Exhibit II.

Architect's Responsibilities:

MB Architect, PC will provide the below service:

1. One (1) site visit to review existing cellar and ramp conditions.
2. Code analysis to assess whether ramp removal is permissible under the NYC Building Code; based on preliminary review, removal appears feasible since the ramp serves a private storage area and common areas are located separately, but final approval is subject to DOB determination.
3. Preparation and filing of a CCD1 (Code Determination) with DOB.
4. Coordination with DOB to obtain written determination.
5. Advise client on next steps based on DOB response.

Exclusions:

1. Filing of DOB applications for a removal of the ramp or related construction work.
2. Structural, mechanical, electrical, or plumbing engineering services.
3. Design of a replacement accessible route, if required by DOB.
4. Resolution of unrelated DOB objections, violations, or open applications.
5. Legal representation or advisory services beyond the scope of the CCD1 code analysis.
6. Reimbursable expenses such as printing, travel, postage, and DOB filing fees. These will be billed monthly at cost plus 10%.
7. DOB record searches, including prior approvals, permits, and Certificate of Occupancy documentation.
8. DOB determination outcome is not guaranteed; services are limited to preparation and submission based on current code interpretations.

Client's Responsibilities:

1. Provide a copy of the most recently issued Certificate of Occupancy and any previously approved DOB plans relevant to the ramp or cellar area.
2. Provide or coordinate access to all areas necessary to verify existing conditions related to the ramp and storage area, including coordination with tenants, supers, or property managers as needed.
3. Payment of all DOB-related filing fees and agency charges directly to the respective agencies.
4. Timely responses to architect inquiries and review/approval of documents prior to CCD1 submission.

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5. Notify architect of any intended changes in use, occupancy, or accessibility needs that may affect determination.

Proposal Services Fees:

MB Architect P.C. proposes a lump sum fee of \$3,000.00 for professional services related to the code analysis and CCD1 filing for the proposed removal of the ADA ramp in the cellar storage area.

Payment Schedule:

1. Initial payment due upon agreement execution:
 - One Thousand Five Hundred Dollars (\$1,500.00)
2. Final payment upon CCD1 submission
 - One Thousand Five Hundred Dollars (\$1,500.00)

Additional Services- Hourly Rates:

If services beyond the agreed scope are requested or required, they will be billed at the following hourly rates:

- **Architect:** \$225.00/hr.
- **Project Manager:** \$175.00/hr.
- **Expeditor:** \$150.00/hr.
- **Draftsperson:** \$150.00/hr.
- **Administration:** \$150.00/hr.

Signatures:

If the conditions and fees are acceptable, please send the requested payment along with this Agreement with your signature.

Thank you for using our service,

Mohammed Betatache

Mohammed Betatache, R.A.

MB Architect P.C.

Accepted by: *Claude Simon* Date: 9/10/25
Name of Client

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1. **Standard of Care:** MB Architect shall perform all services with the skill and care provided by similarly situated consultants for similarly sized projects in scope and complexity and shall do so as expeditiously and efficiently as is consistent with such skill and care and the specific needs of the Client and Project ("Standard of Care"). However, given the nature of the services being rendered, MB Architect cannot, and does not, provide any guarantees or warranties, express or implied, with regard to its services. MB Architect will also not be rendering any architectural, engineering, or other professional services and shall not be responsible for any errors or omissions with said services as rendered by others.
2. **Confidential Information:** MB Architect agrees that any information received by it during any furtherance of its obligations under this Agreement which concerns the personal financial or other affairs of the Client will be treated by MB Architect in full confidence and will not be revealed to any other persons, firms, or organizations.
3. **Consequential Damages:** MB Architect P.C. and Client waive any and all consequential damages for claims, indirect, special, and punitive damages of any kind, whether due to or based upon delay, contract, tort, strict liability, warranty, indemnity, or any other cause whatsoever, for claims, disputes or other matters in questions as against each other arising out of this Agreement, the Project, or the services herein, including loss of use and loss of profit.
4. **Client Responsibility:** The Client must promptly and fully cooperate with MB Architect on this project. The Client must timely provide upon request by MB Architect all information relevant to the subject matter of this Agreement. Payment for all invoices will be due immediately upon issuance. Pending resolution of any dispute, the Client shall continue to make payments of all amounts due. If the Client does not comply with these requirements, MB Architect may either suspend services, until such time as the Client, at MB Architect's sole discretion, satisfies the requirements herein, or withdraw from representing the Client and terminate this Agreement.
5. **Limitation of Liability:** to the fullest extent permitted at law, it is understood and agreed by the parties hereto that MB Architect's total aggregate liability for any claim in connection with this Agreement, MB Architect's services hereunder, or the Project, whether under a theory of breach of contract, tort, warranty, indemnity, strict liability or any other theory of liability, shall be limited to an amount no more than the fee paid by Client to MB Architect under this Agreement or, if a claim can be isolated to a specific service, than to no more than the amount paid by Client to MB Architect for the individual service that is claimed to have caused or contributed to, either directly or indirectly, the damages claimed by Client.
6. **No Responsibility for Construction Work:** MB Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with any construction work and shall not be responsible for acts or omissions of any contractor or of any other persons or entities performing construction work.
7. **Termination or Suspension of Services:** If this Agreement is terminated prior to the completion of the Project, Client is to pay prorated fees to the phase of the Project which is underway. Client is to pay all reimbursable expenses to the date of termination of the Project.
8. **Complete Agreement:** Any changes or additions to the services provided herein shall be in writing, subject to acceptance by MB Architect and the Client at a price to be agreed upon. This Agreement constitutes the entire Agreement between the parties hereto, and no other provision, expressed or implied, shall be binding. This Agreement is the expression of the Agreement between MB Architect and the Client and incorporates and supersedes all prior negotiations, correspondence, and agreements.

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9. Waiver Of Subrogation The parties waive all rights against each other for damages and losses covered by property insurance and shall include the same mutual waiver in their agreements with their respective contractors, consultants and design professionals rendering services or work on the Project.

10. Hazardous Material: MB Architect 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.

11. Costs For Enforcement: The Client shall be responsible for any and all fees and costs, including reasonable attorney's fees, incurred by MB Architect in connection with enforcing any of the provisions of this Agreement provided MB Architect is the prevailing party in any ensuing litigation, arbitration or binding resolution proceeding.

12. Limitations Period: It is agreed that Client shall not institute any claim as against MB Architect, whether based on a theory of contract, tort, strict liability, indemnity, or any other theory of liability, more than one (1) year after MB Architect has substantially completed all services set forth under this Agreement.

13. Responsibility for External Delays: MB Architect is not responsible for delays caused by DOB, OATH, contractors, consultants, or any third parties outside of MB Architect's control.

14. DOB/OATH Filing Fees: Client is solely responsible for paying all DOB, OATH, and agency filing or penalty fees. MB Architect will not advance agency payments. A \$300 re-filing fee will be charged for any returned or dishonored DOB payments.

15. Proposal Validity and Duration: This proposal is valid for 90 days from the date of issuance. All included services must be completed or billed within 24 months of acceptance. If the project extends beyond 24 months, MB Architect reserves the right to charge for further work at standard hourly rates.

16. Additional Services: Services beyond those listed in the proposal (e.g., DOB plan amendments, extra site visits, or new applications) are not included and will be billed separately. Work will not proceed until written approval is received.

17. Reactivation After Suspension: If the Client places the project on hold for more than 12 months, a new agreement may be required prior to resuming services.

18. Copyright and Ownership of Documents: All drawings, specifications, reports, and documents prepared by MB Architect, P.C. are and shall remain the property of MB Architect and are protected under the Architectural Works Copyright Protection Act. These materials may not be reproduced, distributed, modified, or used for any purpose other than the project for which they were prepared, without the express written consent of MB Architect. Use of these documents is limited solely to the project and scope of services defined under this Agreement.