

October 15, 2025

Client:

Claude Simon
336 East 56th Street
Bronx, NY 10461
Phone: (912) 441-0062
Email: claudie@vrtxinc.com

Project:

Address: 336 East 56th Street, Manhattan, NY 10022
Borough: Manhattan
Block: 1348
Lot: 35

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.

Scope of Work Description:

MB Architect, P.C. will perform a pre-construction condition survey of the existing four-story mixed-use building (store on the first floor, six apartments above, and cellar). The purpose of this survey is to document the current visible conditions of the building—including all accessible areas of the exterior, cellar, and interior spaces—prior to the commencement of construction at the adjacent property. Documentation will consist primarily of annotated photographs identifying any existing cracks, settlement, or related conditions to establish a baseline record for future comparison.

Architect's Responsibilities:

MB Architect, PC will provide the below service:

1. Conduct a walkthrough of the entire existing building, including the cellar, all floors, and accessible exterior façades.
2. Document visible existing conditions, including cracks, settlement lines, and any signs of structural or finish distress.
3. Take comprehensive photographs of all observed conditions, organized by floor and location.
4. Compile a Pre-Construction Condition Survey Report including a photographic record and written notes summarizing observations and locations of visible defects.
5. Provide the completed report in PDF format for recordkeeping and reference prior to adjacent construction activities.

Exclusions:

1. Structural or engineering evaluations, measurements, or load analysis are outside the scope of this agreement.
2. The services do not include any invasive or destructive investigation such as removal of finishes or openings in walls.
3. Continuous monitoring or follow-up inspections after construction commences can be provided under a separate agreement if requested.
4. Legal representation, testimony, or expert witness services are not part of this scope.
5. Filing or coordination with DOB or other regulatory agencies is not included.
6. Reimbursable expenses such as travel, printing, and delivery will be billed at cost plus 10%.

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Client's Responsibilities:

1. Provide full access to all areas of the building, including apartments, cellar, and roof, on the agreed inspection date.
2. Coordinate tenant notifications and entry to occupied units.
3. Provide any existing building drawings or reports if available.
4. Ensure safe access throughout the inspection.
5. Submit timely payment as outlined below.

Proposal Services Fees:

MB Architect, P.C. proposes a lump-sum fee of \$4,500.00 for professional services related to the pre-construction condition survey, photographic documentation, and preparation of the final report establishing baseline conditions prior to adjacent construction.

Payment Schedule:

- A payment of 75% (\$3,375.00) due upon acceptance of this proposal and prior to commencement of services.
- The remaining 25% (\$1,125.00) due upon delivery of the final report.

Additional Services- Hourly Rates:

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

- **Architect:** \$250.00/hr.
- **Project Manager:** \$175.00/hr.
- **Expeditor:** \$150.00/hr.
- **Draftsperson:** \$150.00/hr.
- **Administration:** \$125.00/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: 10-20-25
Name of Client

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Exhibit II - Standard Terms & Conditions

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 not be rendering any architectural, engineering, or other design services related to construction drawings, permitting, or filing, and shall not be responsible for any errors or omissions in such 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. Invoices unpaid after 30 days may incur a late charge of 1.5% per month (or the maximum allowed by law). 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. **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. Field observations, when provided, are limited to visual reviews to assess general conformance with design intent and do not constitute supervision or inspection.
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. If the Client terminates services after mobilization but prior to site inspection, a minimum charge of 25% of the total fee will apply to cover scheduling and preparation costs.
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. Client acknowledges that such external delays do not relieve payment obligations for completed or ongoing services.

14. Agency or Third-Party Fees:

This proposal does not include any filings or submissions with the Department of Buildings (DOB), OATH, or other regulatory agencies. Should such services be requested in the future, they will be performed under a separate agreement. Any third-party costs or courier expenses directly authorized by the Client will be invoiced at cost plus 10%.

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., 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. Additional services requested verbally will be confirmed in writing before being initiated.

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. Reactivation may be subject to updated fees and code requirements in effect at the time of resumption.

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. Unpaid invoices may suspend the client's right to use or distribute such documents until payment is received in full.