

RESIDENTIAL HOURLY FEE LANDSCAPE DESIGN SERVICE AGREEMENT

512 5th Street
Berthoud, CO 80513
970-532-9970

Date: 07/02/2024

CLIENT: Somerset Estates HOA Executive Board

PROJECT NAME: Somerset Estates Outlot D Renovations

PROJECT NUMBER: 24-C36

PROJECT LOCATION: East of Somerset Drive & Primrose Lane, Niwot, Colorado

BILLING ADDRESS: P.O. Box 621, Niwot, CO 80544

PHONE: (925) 464-0146

EMAIL: paula@somersetestates-hoa.com

Agreement

This Agreement is the offer of Asher Architects, b.corp. also known as Asher Architects + Engineers (herein referred to as "Asher"), to perform the consulting services described in this Contract. Acceptance by the Client is strictly limited to this Contract and the attached Terms and Conditions for Services, which when acknowledged in writing, is authorization to proceed. The Client is defined as the person or business entity signing the Agreement authorizing the Asher to proceed.

This Agreement supersedes all prior written proposals, and/or negotiations not referenced herein, between the parties and is expressly conditioned upon the Client's agreement of the attached Terms and Conditions. This Agreement may only be modified in writing and executed by both parties.

Project Description

It is our pleasure to provide the following fee proposal for landscape architectural services required to prepare a Conceptual Master Plan for the Somerset Estates Outlot D Renovations project, located in Niwot, Colorado. Outlined below is the scope of services we will provide based on the information gathered from the initial consultation walk-through on April 9, 2024 and subsequent correspondence. We understand that our scope includes landscape architectural services founded on our knowledge of the site requirements and both current and anticipated uses. Our final deliverable will be the Preferred Concept Master Plan for the anticipated Outlot D Renovation installation. In addition to the identification of preferred spatial relationships, circulation patterns, landscape features, plant types, and materials, the Preferred Concept Master Plan will comply with all relevant codes and ordinances. The continued refinement and facilitation of the project necessary for installation will be conducted in the field as needed.

Scope of Services

Project Introduction

Study Area:

The area to be studied for the duration of this assignment is the northwestern portion of Outlot D, Block 3 Somerset Estates Subdivision in Niwot, Colorado 80503, specifically the area between the Somerset Pool and the edge of asphalt at Somerset Drive & Primrose Lane, from the disturbed area along the north side of Pond 2 to the northwest corner of the Somerset Pool parking lot. The study area is limited to property ownership. Adjacent conditions will be reviewed for context.

Communication:

All deliverables will be submitted to the Owner's Representative, the SEHOA Executive Board. The Owner's Representative shall be responsible for all communications with the Somerset Estates HOA and any additional stakeholders.

Design Phase 1 | Start-Up and Preliminary Design

Task 1.1 Project Start-Up Meeting

Attend start-up meeting with Owner's Representative and additional stakeholders to outline project goals and schedule.

Task 1.2 Discovery & Base Data

Assemble base data from aerial imagery and any information and/or existing documents provided by the Owner's Representative and Boulder County. Documents to be provided by the Owner's Representative, if available, include site plan, landscape plan, utility plan, grading plan, etc. The base data will be documented to scale, in the form of a base map. The base map will serve as the basis upon which all future design work will be prepared and will be depicted in plan view and drawn to a scale appropriate to convey context. Items to be documented shall include, but are not limited to: structures, drives, walks, access points, signage, etc. Additional site information will be reviewed and documented as part of Task 1.3.

Task 1.3 Site Visit

Asher will make a site visit to review existing conditions and site context. Site information will be reviewed and documented as part of the base map. Items that will be documented include, but are not limited to existing vegetation, viewsheds, circulation, and access points.

Task 1.4 Preliminary Designs

Create two Preliminary Concept Master Plans based on the information gathered at the Project Start-Up Meeting. Review with Owner's Representative for project coordination. The Preliminary Concept Master Plans will be depicted in plan view and will be hand-drawn to a scale appropriate to convey context and design intent. Items to be addressed in the plans include, but are not limited to:

- Stream and pond water feature to convey water from Pond 2 to existing water feature northwest of the Somerset Pool. (One plan will include a pond of similar size to existing pond 3);
- Hardscape (boulders, stone slabs for seating, and walks);
- Concept grading to delineate landforms;
- Seamless integration with surrounding landscape, hardscape, and proposed improvements;
- Strategically placed plantings to enhance desirable views and screen unwanted views to and from the property, while providing adequate sight lines for safety;
- Planting and paving treatments that are complimentary to the existing aesthetic, while also being adaptable and tolerant to site conditions.
- Plans to show location of waterfall pump(s) as determined by Engineer.

Deliverable 1: Submit Preliminary Concept Master Plans to the Owner's Representative for review prior to Review Meeting #1.

Task 1.5 Review Meeting #1

Meet and present the Preliminary Concept Master Plans to the Owner's Representative and homeowners. Listen to input and guide discussion towards the selection of and refinement of the Concept Master Plan.

Task 1.6 Opinion of Probable Costs

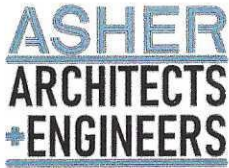
Working closely with the Owner's Representative and the Construction Team (earthwork, irrigation, masonry, aquatic, and landscape contractors.), Asher will assist in the development of an Opinion of Probable Costs to ensure the proposed improvements are on track with the Somerset Estates HOA budget.

Deliverable 2: Submit Opinion of Probable Costs to the Owner's Representative for review.

Task 1.7 Concept Master Plan

Based on discussion during Review Meeting #1 and information gathered from the Opinion of Probable Costs, Asher will prepare the Concept Master Plan. The Concept Master Plan will be depicted in plan view and will be hand-drawn to a scale appropriate to convey context and design intent.

Deliverable 3: Submit Concept Master Plan to the Owner's Representative for review prior to Review Meeting #2.



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Task 1.8 Review Meeting #2

Meet and present the Concept Master Plan to the Owner's Representative and any additional stakeholders. Listen to input and guide discussion towards the refinement of the Preferred Concept Master Plan.

Task 1.9 Preferred Concept Master Plan

Based on discussion during Review Meeting #2, Asher will prepare the Preferred Concept Master Plan. The Preferred Concept Master Plan will be depicted in plan view, hand-drawn to a scale appropriate to convey context and design intent.

Deliverable 4: Submit Preferred Concept Master Plan to the Owner's Representative for review prior to Review Meeting #3.

Task 1.10 Review Meeting #3

Meet and present the Preferred Concept Master Plan to the Owner's Representative and any additional stakeholders. Listen to input and guide discussion towards the further refinement of the Preferred Concept Master Plan.

Task 1.11 Approved Preferred Concept Master Plan

Coordinate with Owner's Representative to revise plans according to Review Meeting #3 findings. Gain final approval of the Preferred Site Plan by the Owner's Representative.

Deliverable 5: Submit Approved Preferred Concept Master Plan to the Owner's Representative.

Design Phase 2 | Construction Observation (Landscape & Irrigation)

Task 2.1 Material & Shop Drawing Review

Review Contractor's shop drawings and material submittals. Provide comments and approval for construction.

Task 2.2 Installation Observations (5 Site Visits Anticipated)

Visit the site during landscape installation to observe construction, progress, and approve site and planting layouts; thereby ensuring adherence to industry standards and minimizing the potential for post-installation rework.

Task 2.3 Installation Audit, Punch List & Compliance Report (1 Site Visit)

Visit the site upon substantial completion to audit installation, identify warranty claims, and create a punch list report for final acceptance walk-through with Owner's Representative. All work concerning items, requiring correction or adjustment, identified in the punch list report to be performed by Contractor prior to final acceptance walk-through.

Deliverable 6: Submit punch list report to Contractor and Owner's Representative prior to Punch List Completion Walk-Through.

Task 2.4 Punch List Completion Walk-Through (1 Site Visit)

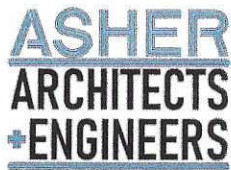
Conduct final walk-through with Contractor to observe completeness of installation and compliance with punch list items identified in the report.

Task 2.5 Final Acceptance Walk-Through (1 Site Visit)

Present the completed site to the Owner's Representative for final acceptance.

Compensation

Our professional fee for the services outlined above is based upon the complexity of the work to be performed, our professional time and out-of-pocket expenses. In addition, this estimated hourly fee depends upon the availability, quality, and completeness of the information provided during the design process. The fees below are the estimated hourly fee to complete the scope of services described herein. Should the scope of services change during the design process, a change order will be issued for review and signature. In-person meetings will be



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billed at the Senior Professional rate. All other hours will be billed according to task rates, as listed in the attached Terms and Conditions.

Item	Total
Phase 1; Startup & Preliminary Design Hourly, not to exceed	\$8,295.00
Phase 2; Construction Observation to be billed at Asher's standard hourly rates as needed/requested	Hourly as necessary

Additional Items

The following items are not included in our base scope of services. We will be happy to provide these services to you for an additional fee, as requested.

1. Additional meetings and/or site visits beyond those listed in the Scope of Services, above;
2. Major changes to the site layout affecting the landscape layout after the site design is approved by the Owner's Representative;
3. Design of additional accessory structures such as pergola, columns, fencing, etc.;
4. Water feature engineering design (see engineering service agreement);
5. Irrigation design;
6. Topographic survey;
7. Site grading, pump station, transfer pump, drainage and/or water quality design;
8. Public hearing services, presentation and/or marketing support materials (illustrative renderings, cross sections, etc.).

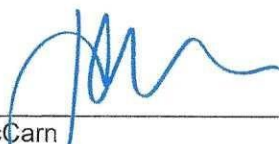
Acceptance of Contract

We appreciate the opportunity to assist you with your project. By signing this service agreement, you are agreeing to hire Asher to perform the proposed scope of work and pay Asher for work completed at your request(s). Invoices will be sent out on a monthly basis for all work completed to date. If work is stopped by the Client for any reason, Asher will bill for work completed to the date of stop work order. All documents produced by Asher will be released to the Client, as requested, after all invoices are paid in full.

The aforementioned *Project Description, Scope of Services, Compensation* and the attached *Standard Terms and Conditions* are hereby accepted as the Agreement between Client and Asher. Asher is authorized to proceed as specified. Payments will be made as indicated above.

Thank you,

For and on behalf of:
Asher Architects + Engineers

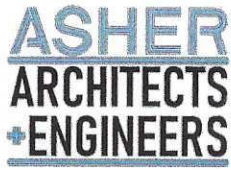
Accepted by: 
Josh McCarn

Date: 07/02/2024

For and on behalf of:
Somerset Estates HOA

Accepted by: 
Tim Koller, SEHOA President

Date: 7/3/2024



ENGINEERING SERVICE AGREEMENT

512 5th Street
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DATE: July 2, 2024

CLIENT: SEHOA Executive Board

PROJECT NAME: Somerset Estates Outlot D Renovations

PROJECT NUMBER: 24-C36

PROJECT LOCATION: East of Somerset Drive & Primrose Lane, Niwot, Colorado

BILLING ADDRESS: P.O. Box 621, Niwot, CO 80544

PHONE:

EMAIL: paula@somersetestates-hoa.com

Agreement

This Agreement is the offer of Asher Architects, b.corp. also known as Asher Architects + Engineers (herein referred to as "Asher"), to perform the consulting services described in this Contract. Acceptance by the Client is strictly limited to this Contract and the attached Terms and Conditions for Services, which when acknowledged in writing, is authorization to proceed. The Client is defined as the person or business entity signing the Agreement authorizing Asher to proceed.

This Agreement supersedes all prior written proposals, and/or negotiations not referenced herein, between the parties and is expressly conditioned upon the Client's agreement of the attached Terms and Conditions. This Agreement may only be modified in writing and executed by both parties.

Project Description

Service Agreement for civil engineering services for new layout concepts to localize the pump for the existing waterfall and reconfigure Pond 3, to the northwest of Somerset Pool, to be somewhat smaller with underground storage vaults for pumping and a recirculating stream from Pond 2, or some combination of the pond and localized pump with or without underground storage. The concept layouts will be used by the client to present to HOA members and make a decision on the size and construction of a new Pond 3 and water feature supply system.

Scope of Services

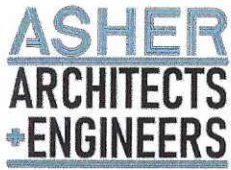
Asher shall participate with the HOA and Landscape Architect throughout the concept design process as needed to develop preliminary volume sizing and layout of underground vaults, a pond, a stream for Pond 2, or some combination of these within the footprint of Pond 3. Any required documents or information not specifically mentioned in this agreement will not be provided. If the items listed in the pricing section are not all inclusive of what is needed, please let me know and I will adjust the pricing accordingly.

1. Asher will provide preliminary volume calculations for the sizing of an underground water storage system, revised footprint for Pond 3, or some combination of both. At least one configuration will include a pond that is similar in size to the current Pond 3.
 - a. Recommendations for underground tank systems will be provided.
 - b. The capacity of the system will be calculated using the desired flow rate through the water fall water feature near the pool provided by the client. A flow rate of up to 800 gpm was determined by the client.
2. Asher will also provide recommendations for regrading around Pond 3 in order to control any overflow that may happen during heavy storms or system failure. The subdivision plans will be reviewed along with the conclusions of the Engineering Analytics Technical Memorandum.

Remit To:
debbie@asherarch.com

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- Asher will consult with the Landscape Architect on the layout of the underground storage system, a pond, a stream for Pond 2, or some combination of these within the footprint of Pond 3.

Documents Needed

The following items are required for us to complete the stated scope of work accurately and efficiently. If the Client is unable to provide this information to Asher prior to us starting the site design, additional time and costs may be assessed for any resulting revisions.

- Asher was provided with the following documents prior to this agreement being drafted.
 - Somerset-Water Delivery System Map prepared by Winston Associates, Inc, January 24, 1997
 - Technical Memorandum by Engineering Analytics, Inc. providing a Feasibility Study for Somerset Pond Improvements, December 20, 2023
 - Subdivision Improvement Plans for Somerset Estates by JR Engineering, LTD., October 6, 1993.
 - Somerset Estates Blocks 2, 3, 4, and 5 recorded with the Boulder County Clerk & Recorder's Office at Reception No. 1203364 on July 17, 1992.
- Desired flow rates for the existing waterfall were obtained by the client and provided to Asher.
- Geotechnical report giving an analysis of the on-site soil lithology, presence of groundwater, geological hazards, and soils corrosivity with recommendations for earthwork, foundations, and site concrete. If there are existing reports from the pool or nearby houses that will suffice for the concept planning, but a site-specific report should be obtained prior to any construction
- Asher must be kept up to date on project goals and changes to the design of items Asher is not directly working on. Any decisions that impact site design considerations must be communicated to Asher in a timely manner. Depending on the stage of design completed at the time of the change additional costs may be incurred by the Client.

Cost Estimate

Our professional fee for the services outlined above is based upon the complexity of the work to be performed, our professional time, and out-of-pocket expenses. In addition, this fee depends upon the availability, quality, and completeness of the information you provide us during the concept design process. Our fees are not contingent on any decision or opinion of the HOA members.

Item	Quantity	Unit Cost	Total
Site Visits, Site Observations, HOA Meetings	12	\$180	\$2,160
Preliminary Volume/Layout Report & Consulting	22	\$160	\$3,520
Project Administration	1	\$75	\$75
Do Not Exceed Cost for Concept Design Services			\$5,755

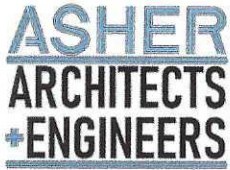
Timeline

Asher is prepared to begin preliminary research and layouts within 2 weeks of receiving the initial deposit. It will take 3-4 weeks to complete the volume calculations and concept layouts. Subsequent revisions due

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to client comments will be addressed in a timely manner if requested. This is dependent on the nature of the comments and Asher's control over the requested revisions.

Acceptance of Contract

We appreciate the opportunity to assist you with your project. By signing this proposal, you are agreeing to hire Asher to perform the proposed scope of work. Invoices will be sent monthly and upon completion of each submittal for work completed to date. If work is stopped by the Client for any reason, Asher will bill for work completed to the date of the written stop work order. All documents produced by Asher will be released to the Client, as requested, after all invoices are paid in full.

The aforementioned *Project Description, Scope of Services* and the attached *Standard Terms and Conditions for Services* are hereby accepted as the Agreement between Client and Asher. Asher is authorized to proceed as specified. Payments will be made as indicated above.

Thank you,
For and on behalf of:
Asher Architects + Engineers

Accepted by: _____ Date: 07/02/2024
TJ Heupel

For and on behalf of:
Somerset Estates HOA

Accepted by: _____ Date: 7/3/2024
Tim Keller, SEHOA President

Tim Keller



STANDARD TERMS AND CONDITIONS FOR SERVICES

1. ENTIRE AGREEMENT

This Agreement is the offer of Asher Architects B-Corp, DBA Asher Architects + Engineers (herein referred to as "Asher"), to perform the consulting services described in the Scope of Work section of the attached Service Agreement, planning, and/or architectural and civil engineering services (basic services). Acceptance by the Client is strictly limited to the attached Services Agreement and these Terms and Conditions for Services, which when acknowledged in writing, is authorization to proceed. The Client is defined as the person or business entity signing the Agreement authorizing Asher to proceed. This Agreement supersedes all prior written proposals and/or negotiations not referenced herein between the parties and is expressly conditioned upon the Client's agreement of the Terms and Conditions hereof. This Agreement may only be modified in writing executed by both parties.

2. SERVICES TO BE PERFORMED

The services to be performed are described in the Scope of Work given in the attached Service Agreement. Unless otherwise specified in the Terms and Conditions, Asher shall furnish all technical and professional services, including labor, materials, supplies, equipment, transportation and supervision to perform all tasks listed in the Service Agreement.

3. COMPENSATION

Fee. The attached Proposal describes the tasks, phases and compensation terms.

Terms of Payment. Invoices shall be submitted via email upon completion of a phase, bi-weekly or monthly, based on work completed at that time. Payments are due 15 days from date of invoice, regardless of any circumstances that may be present. Amounts that are unpaid 30 days past due date shall incur a finance charge of 2% of the unpaid balance and all work will be stopped until the invoice is paid in full. An additional 2% finance fee will be charged each additional 30 days invoice is unpaid.

Client Initials *TV*

Payments Withheld. No deductions shall be made from Asher's compensation on account of penalty, liquidated damages or other sums withheld from payments to the contractor(s), or on account of the costs of changes in the contractor's services other than those which Asher is adjudged to be liable.

Suspension. If any payment is more than thirty (30) days past due, Asher may, after giving seven (7) days written notice to the Client, suspend services under this Agreement until Asher is paid in full all amounts due for services, expenses, and other charges. Additionally, in the event of suspension, the Client shall waive all rights, claims, etc. which it might otherwise have against Asher as a direct or indirect result of such suspension.

4. ADDITIONAL SERVICES

Any services requested by the Client or required for the desired project outcome that are not specifically mentioned in the Scope of Work in the attached Service Agreement are considered Additional Services. All Additional Services shall be approved by the Client and Asher in writing prior to proceeding. Client Initials *TV*

Fees for Additional Services. Asher may provide Additional Services by a negotiated sum or on an hourly basis. Asher's hourly rates are as follows:

Principal Professional	\$200 per hour
Senior Professional	\$180 per hour
Project Professional	\$160 per hour
Designer I	\$140 per hour
Designer II	\$125 per hour
Drafter I	\$105 per hour
Drafter II	\$90 per hour
Administration/Clerical Staff	\$75 per hour

Hourly rates specified above are subject to change at the beginning of each calendar year.

Reimbursable Expenses. Reimbursable expenses shall include, but not be limited to, consultants' fees, printing, reproductions, bulk copying, photographic services, recording fees, long distance telephone calls, postage, shipping, delivery, long distance travel expenses, lodging, meals and/or other

project related out-of-pocket expenses. Items shall be reimbursed to Asher at cost plus ten percent (10%), unless a specific cost is listed below:

Large format prints – (11x17)	\$1.50 each
Large format prints Color – (24"x36")	\$6.00 each
Large format prints B&W – (24"x36")	\$3.00 each
Travel mileage rate –	\$.68 per mile

Print fees are applied to all oversized printing required for in-house use or for client review throughout the entirety of the design process. Printing will be limited as possible but prints are required throughout the design process to accurately review the project at scale on full size construction prints. General contractors, consultants and sub-contractors may also request full size prints at various stages of design for their review. Client Initials *TV*

Mileage will be charged for any site visits or meetings outside of Asher's office during design and throughout construction.

Consultant Fees. Should client choose to have Asher hire and retain consultants, the consultants' fees shall be marked up by 10% by Asher to pay for consultant plan reviews and all coordination. Client Initials *TV*

Consultants that may be hired by Asher include but are not limited to mechanical engineers, structural engineers, electrical engineers, plumbing engineers, traffic engineers, surveyors, soils engineers, environmental engineers, etc. Client may choose to hire consultants directly and pay Asher hourly to review and coordinate with their consultants.

5. CLIENT'S RESPONSIBILITIES

Project Budget. The Client shall establish a Project Budget with reasonable contingencies that meets the project requirements. The Project Budget shall be established by the Client prior to Asher proceeding with the Basic Services.

Property Surveys. Unless otherwise specified in the Scope of Work, Property Surveys are not included in the Basic Services. Asher shall assume that the Property Surveys, if required, shall be readily available. Asher assumes all information on these documents is complete and accurate and is not responsible for any information provided by others.

Project Representative. The Client shall appoint and authorize a Project Representative to answer field questions and make timely decisions (within five (5) business days). Asher assumes that the Client shall be the Project Representative unless the Client notifies Asher, in writing, that another Project Representative has been appointed. If the Client replaces or selects a new Project Representative, any time spent by Asher to bring the new Project Representative current shall represent Additional Services.

Cost Estimates. The Client shall employ a contractor or construction cost estimating consultant to provide cost estimating services. The Architect and its consultants do not warranty, guarantee or certify the construction cost for the project or any part of the project.

Selection of Qualified Contractor(s). The Client shall select a qualified contractor(s) with construction experience in work similar in nature to the Project Description located in the immediate vicinity.

Consultants. The Client shall furnish the services of consultants when such services are requested by Asher and are reasonably required by the Project.

6. SCHEDULE

Asher shall commence work on this project within twenty (20) business days of authorization to proceed.

If through no fault of Asher, Basic Services have not been completed within twelve (12) months of the date first specified on the Proposal for Basic Services, compensation for Asher's services beyond that time shall be considered Additional Services.

7. OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by Asher pursuant to this Agreement are instruments of Asher's professional service, and Asher shall retain an ownership and property interest therein. Asher grants the Client a license to use instruments of Asher's professional service for the purpose of constructing, occupying and maintaining this specific Project. Reuse and/or modification of any such documents, without Asher's written permission, shall be at the Client's sole risk, and the Client agrees to indemnify and hold Asher harmless from all claims, damages and expenses, including attorney's



STANDARD TERMS AND CONDITIONS FOR SERVICES

fees, arising out of such reuse and/or modification by the Client or by others acting through the Client.

Notice of Copyright. All ideas, designs, arrangements and/or plans indicated or represented by Asher's drawings will be created, evolved and developed for use on this specific Project. None such ideas, designs, arrangements and/or plans shall be used by or disclosed to any purpose whatsoever without the written permission of Asher.

8. PUBLICITY

Asher and its consultants shall have the right to photograph and take videos of the Project and to use the photographs/videos in the promotion of its professional service through publication, advertising, public relations, brochures, websites, or other marketing media.

9. INSURANCE, INDEMNITY AND LIMITATIONS

Insurance. Asher shall maintain Workman's Compensation, General Liability, and Professional Liability Insurance throughout the period of this Agreement. Certificates of insurance are available on request.

The expense of any additional insurance coverage or increased policy limits of liability beyond, including professional liability insurance, requested by the Client in excess of the standard coverage of Asher and its consultants shall be borne by the Client.

The Client shall require the contractor to name Asher as an Additional Insured on the contractor insurance policy.

Limitation of Liability. For any damage on account or error, omission or other professional negligence, Asher's liability shall be limited to Asher's fee received under this Agreement.

Waiver of Consequential Damage. Asher and the Client waive consequential damage for claims, disputes and other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the provisions defining termination.

Unforeseen, Latent or Hidden Conditions. Unforeseen, latent or hidden conditions may not be readily ascertainable regardless of the extent of the investigation. Such conditions may impact the design and necessitate extensive revisions to the design. When services are required to address these conditions, those services shall be deemed Additional Services.

10. STANDARD OF PRACTICE

Services performed by Asher under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of their respective professions practicing in the same locality under similar conditions.

No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or any report, opinion, document, or otherwise.

11. DISPUTE RESOLUTION

Mediation and Arbitration. It is mutually agreed that the terms of this Agreement shall be binding upon both parties and their successors, executors, administrators and assigns.

Any dispute or claim arising in connection with this Agreement shall be submitted to Mediation for resolution in accordance with the Construction Industry Mediation Rules for the American Arbitration Association currently in effect. If not resolved, then the dispute or claim shall be subject to Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The Mediation and Arbitration shall take place in Larimer or Weld County Colorado.

12. MISCELLANEOUS PROVISIONS

Architect's Representative. Asher shall identify a representative authorized to act on behalf of Asher with respect to the Project.

Approved Project Scope. The Project Scope shall be all elements of the Project to be designed or specified by Asher that will have an associated construction cost. Fee shall be as stated in the Service Agreement. Any changes in scope at the client's request shall be considered additional services and approved in writing.

Certification of the Construction Documents. The final Construction Documents shall be reviewed and certified by the Client and Asher prior to contractor bidding and/or municipal review. Certification by the Client and Asher shall indicate that the Construction Documents meet with all party's full approval. All revisions made to the Construction Documents subsequent to the certification shall be considered Additional Services.

Termination. Either party may elect to terminate this Agreement with not less than seven (7) days notice should either party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. The Client shall hold Asher harmless for delays, clarifications, or non-conformance with the Contract Documents if Asher has been terminated prior to the Construction Administration portion or phase of the work.

Clients Right to Terminate. The Client may terminate this Agreement upon not less than seven days written notice to Asher for the Clients convenience and without cause. If the Client terminates this Agreement for convenience, the Client shall compensate Asher for services performed prior to termination. The Client shall not hold Asher liable for any use of the Instruments of service.

Architects Right to Terminate. Asher may terminate this agreement with not less than seven days written notice for the following reasons:

-Inability to collect project information or receive constructive comments to progress the project forward

-Non-payment of invoices past 90 days old

-Verbal harassment by the client, including discourteous/disrespectful comments, emails, phone calls or slander against Asher and/or its employees or the instruments of service.

Service Agreement Validity. This service agreement shall remain in effect for thirty (30) days from the service agreement date. If not executed within this period of time, this service agreement may be deemed null and void by Asher.

Method and Means of Construction. Asher and its consultants are not responsible for the method, means or sequencing of construction unless this is arranged contractually (in writing) executed by both parties.

Storage of Materials. The contractor is responsible for the storage and proper protection of materials. Materials shall be stored in an area that is adequately ventilated and free from excessive moisture and condensation that may be conducive to mold contamination or other deleterious effects.