

14 Gilson Road - Littleton, MA 01460 - P: 978-952-2552 - F: 978-952-6464 - www.BasnettDBR.com

PROJECT DEVELOPMENT AGREEMENT

An Agreement by and between

(hereinafter collectively referred to as "Owner") and **J.F. Basnett Co., Inc., dba Basnett Design-Build-Remodel**, having a mailing address at **14 Gilson Rd., Littleton, MA 01460** (hereinafter referred to as "Contractor") to explore modifications to Owner's property located at _____, having a mailing address at _____ (hereinafter "Project");

PROJECT DESCRIPTION

Project Description

Owner desires to explore the following modifications:

- 1.
- 2.
- 3.
- 4.

REGULATORY FEASIBILITY

Contractor will inquire of municipal entities to identify regulatory constraints, and research any potential logistical constraints that may hinder or prevent some or the entire desired project.

Authorization Fee: \$300

- Should additional services be needed, such as survey work, inspections, municipal meeting attendance, etc., Owner may direct Contractor to provide and/or facilitate such services.
 - o Services to be invoiced according to terms under Permit Procurement below.

DESIGN

Plan Design

- Owner will work with Contractor to develop project design, or revise design by others if requested.

Systems Design

- Contractor will design details of building systems as needed and/or requested.

Design Fees

- Design labor to be invoiced at \$135.00 per hour and shall include design and labor required to support design.
- Materials and services ancillary to design to be invoiced at Contractor's cost plus 25%
- Contractor makes no representation that desired design and desired budget will align with Owner's targets and therefore fees for design services are due regardless of subsequent budget amounts and whether or not a Construction Contract is ultimately executed.

Authorization Fee: _____ (approximately 25% of anticipated design fee)

- Authorization fee is credited to first design invoice.

DRAFT BUDGET/CONSTRUCTION COMMITMENT

Draft Budget

Once Owner is satisfied with design, Contractor will develop a first draft of budget.

- Draft Budget provides a constructability review to help Owner decide on how to proceed.
 - o Contractor uses in-house estimates in lieu of quotes from trade contractors, and allowance values in place of finalized Owner selections or where exactitude is not practical and/or possible.

Construction Commitment

After presentation of Draft Budget, Owner may elect to proceed to finalize Project development and proceed to Construction Contract.

Authorization Fee

A Construction Commitment Deposit of approximately 5% of the Draft Budget will authorize commencement of Final Project Definition and secure a slot in Contractor's construction schedule.

- Construction Commitment Deposit will be credited toward the Construction Contract Deposit.
- In the event that Owner chooses not to proceed to Construction Contract, the Construction Commitment Deposit shall become non-refundable unless all of the following conditions apply; in which case 80% of the Construction Commitment Deposit will be refunded.
 - o Contract Price exceeds Draft Budget by more than 20%.

- o Scope of project has not changed from time of Draft Budget.
- o Allowance amounts have not changed from time of Draft Budget.

PERMIT PROCUREMENT

Contractor may begin permitting as soon as advisable and agreeable, performing as many of the following as needed.

- Consult with engineers, attorneys, municipal boards, etc., and attend meetings.
- Arrange and manage professional services.
- Provide administrative support, field personnel and services, and heavy equipment.
 - Contractor to apply due diligence in all matters, but is not responsible for delays caused by the actions of others.

Permit Procurement Fees

Contractor-provided services to be invoiced according to terms below.

- Contractor cost plus 25% for all; municipal and other necessary fees, materials, supplies, one-time use tools and materials, subcontracted services, and rental of temporary facilities, machinery, tools, and equipment.
- Contractor-owned specialty machinery, tools, and equipment charged at current rental company rates.
- Contractor-owned heavy equipment charged per duty hour at the following rates with a minimum charge of 4 hours per move.
 - o Mid-Size Backhoe/Loader or Skid Steer \$ 75.00
 - o Dump Trailer ≤ 12,000 lb. capacity \$ 50.00
- Contractor personnel at the following rates:
 - o Owner/President (in capacity as Owner/President) \$175.00
 - o Designer, Specifier, Project Lead, Production Manager \$135.00
 - o Project/Construction Supervisor/Lead Carpenter \$ 95.00
 - o Production & Administrative Support Personnel \$ 65.00
- Meeting attendance has a minimum charge of two hours per meeting.
- Permit Procurement fees are due for services provided whether or not permits are secured.

FINAL PROJECT DEFINITION

The goal of a fully-vetted contract, specified in detail, is achieved through the process below. Variations to design and scope may continue to evolve.

Selections

Contractor coordinates and helps Owner expeditiously choose needed elements.

- Selections not completed prior to execution of Construction Contract to be represented by allowance.

Selections Fees

Selection services fees to be tallied and invoiced the same as Permit Procurement Fees (above).

- Selections services up to .5% of Contract Price are included.
- Selections services in excess of .5% of Contract Price shall be invoiced and paid by Owner

Project Specifications

- Contractor to produce detailed Project Specifications from defined elements as part of Construction Contract.

Construction Contract

- Contractor to produce an accurate and fair proposal in keeping with completed Project Definition.

Construction Documents

- Services to create construction documents required for permitting and to communicate building details to all involved to be invoiced the same as Permit Procurement Fees (above).

ACCEPTANCE

By signing this document, Owner acknowledges agreement to all related terms, and is authorizing Regulatory Feasibility.

- Subsequent services will be authorized and performed upon receipt of deposits indicated.
- Construction Contract shall be executed as a separate document upon completion of the services above and mutual agreement of the parties.

Contractor Representative Date

Owner(s) Date