# **PARADIGM**<sup>®</sup>

## **Provider:**

WTS Paradigm, LLC 1850 Deming Way Suite 120 Middleton, WI 53562

## Paradigm Architectural Services<sup>™</sup> Statement of Work

## EFFECTIVE DATE: Date on which Customer places order with Provider

This is a Statement of Work (SOW) between a customer ("Customer") and WTS Paradigm, LLC (Provider) for the architectural services outlined below. All terms, provisions, and other contractually binding information outlined in the Professional Services Agreement (PSA, available at <u>www.myparadigm.com/legal/PSA</u>) apply to this SOW, unless otherwise specified. Any terms not defined in this SOW shall have the meaning ascribed in the PSA.

## **Paradigm Architectural Services Details & Assumptions**

#### The Service comprises the Deliverables described below:

- Architectural design and production of Construction Documents for one or more Projects, during the Term.
  - "Construction Documents" shall mean the drawings, specifications, details and other documents prepared by Provider's architect that describe the scope and quality of the Project and the systems and other elements that meet the requirements of the International Residential Code (I.R.C.) as adopted by the local governing jurisdiction required for construction of the Project.
  - A "Project" shall mean a unique design and floor plan with a particular square foot area.
- Standard details commonly used in residential construction are included.
- A PDF Plan Set as outlined in the services descriptions

## Services

The following table describes the architectural services available per Project. Price list is available at <a href="http://www.myparadigm.com/legal/Pricing/ArchitecturalServices">www.myparadigm.com/legal/Pricing/ArchitecturalServices</a>.

Service provided	Description	
Schematic Design	Preliminary design drawings of a floor plan with limited information. General floor plan(s) with room sizing, layout and typical door and window size/locations. Deliverables are not buildable construction documents and elevation drawings are not included.	
	A dimensional drawing of the building's façades, which is an orthographic projection of the exterior faces of a building. A foundation drawing showing the plane view of a building's foundation, showing the top view of the foundation walls. It shows: Area and locations. Girders, beams, columns/piers, and openings options include basement, crawl space, and slab foundation.	
Plan Set Development	A major structural option drawing, which shows substantial changes to the original requested drawing. This type of drawing shows major impactful changes to the roof lines, SF of foundations and floor areas, arrangement of mechanical, electrical, and plumbing systems, and levels of the structure that require re-architecting. A structural option drawing. Which shows minimal interaction between multiple systems and levels of the structure (deck, porch, sunroom)	
	A design option drawing, which shows an arrangement of cabinet layouts & appliances, closets, & finish options. This option has no impact on the structural layout of the building.	

Design Redevelopment	The service of reviewing an existing design, revising, and expanding and/or adding to an existing floor plan and / or elevation views of a home design to define its size, function, configuration, and spaces. New Additions and Renovations fall under this service. This service can include suggested building materials and finishes to be used for both the home's interior and exterior surfaces.
Master Set Design Development	<ul> <li>A set of plans defining a structure's dimensions, layout, roof details, views, elevations, structural and design options and other information that can be used for both bidding and construction purposes. Structures of this size generally include highly customized single-family homes.</li> <li>A typical master set includes the following assets: Three elevations, three major options, and three minor options are included in the base fee. Additional elevations, major and minor options may be provided for additional fees.</li> <li>An elevation is a dimensional drawing of the building's façades, which is an orthographic projection of the exterior faces of a building.</li> <li>A major structural option drawing, which shows substantial changes to the original requested drawing. This type of drawing shows major impactful changes to the roof lines, SF of foundations and floor areas, arrangement of mechanical, electrical, and plumbing systems, and levels of the structure that require rearchitecting.</li> <li>A minor structural option drawing. Which shows minimal interaction between multiple systems and levels of the structure (deck, porch, sunroom)</li> </ul>

The following table details the specific artifacts included with each service:

Artifact Package	ge Artifacts Included	
Package A	<ul> <li>PDF schematic drawing showing a floor plan with limited information. Details include:</li> <li>Room sizes</li> <li>Room names</li> <li>Door and window locations</li> </ul>	
Package B	<ul> <li>PDF Plan Set Including:</li> <li>Dimensioned foundation (and/or basement plan)</li> <li>Dimensioned floor plan (for all levels)</li> <li>Roof plan</li> <li>4 views (front, left, right and rear)</li> <li>1 building section view</li> </ul>	
Package C	PDF Plan Set Including:         • Cover page         • Dimensioned foundation (and/or basement plan)         • Dimensioned floor plan (for all levels)         • Roof plan         • 4 views (front, left, right and rear)         • 2 building section views (1 will be through stairway. if applicable)         • Standard details and building notes (e.g. wall, heel, overhang, flashing, floor, soffit, tub deck, as applicable)	

## Exclusions

Unless expressly provided in this Agreement, the Service does not include:

- For Plan Set Development, Design Redevelopment, and Master Set Design Development:
  - Existing site and soil conditions
  - Land surveys
  - o Grading requirements

- $\circ$   $\quad$  Local homeowner's association requirements and restrictions
- o Special easement setback restrictions due to local ordinances
- o Environmental impacts
- City monotony and design development requirements
- Inspections and or site observations.
- Asbestos, Radon, and/or materials testing.
- Geo-technical (Soils) investigations and reports.
- Design of temporary shoring or bracing during construction.
- Design of "Vendor Architected" features such as: premanufactured wood trusses, heavy timber and glulam trusses, glass features including handrails, guardrails, stairs, and precast and/or stone facades.
- Provider shall not supervise, direct, or have control over Customer or Customer's consultants or contractors' work.
- Provider shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the Provider be responsible for Customer or Customer's consultants or contractors' failure to carry out the work in accordance with the Construction Documents.
- Provider shall not be responsible for providing Mechanical, Electrical, Plumbing, Civil, and Landscape design services
- Any services not described in the Services Details and Assumptions are not included.

## **Assumptions**

The following outlines assumptions related to the Services:

- Square footage is based on conditioned floor area.
- Prices may vary based on the structure use, complexity of the overall design, and variance from square footage Customer represents to Provider when documents are submitted to Provider.
- Provider reserves the right to decline a submission, especially in the case of incomplete details or copyright related concerns that are not addressed in a timely manner.
- Any additional architectural services for a Project required beyond the basic scope of this SOW will be charged on an hourly basis using the hourly rates listed above. Examples of additional services include but are not limited to:
  - Plan changes by Customer or Customer's client and/or contractor after agreed upon substantial completion.
  - Changes or modifications requested by Customer or Customer's client or contractor during construction, to include architect provided design and coordination necessary as a result of Customer or Customer's client's or contractor's error or chosen construction method.
  - Significant change in project scope including but not limited to, size, quality, type of construction, complexity, schedule, and inclusion of additional alternate plan options beyond the number included in the base fee.

## **Optional Services**

The following optional services for a Project may be requested and delivered, when available.

- Plan reuse(s)
  - No changes to plan
  - o Small modifications due to site specific requirements
- Door and window schedule
- Additional plan revision hours, minimum of 1 hour per revision
- Additional drafting services after acceptance of Deliverables
- Additional architectural services after acceptance of Deliverables
- Additional engineering services after acceptance of Deliverables
- Value architectural or changes to plans to reduce construction cost
- BIM Coordination
- Zoning feasibility study
- Requests for information (R.F.I.'s) for clarification of drawings and/or specifications

## Customer Responsibilities

The Customer is responsible for providing the following:

• Check all dimensions and details and verify conformance with governing code requirements for the geographic area in which the structure is to be built, prior to starting construction. All structural, mechanical, and electrical requirements shall

also be reviewed with a licensed professional before construction begins. Codes govern over drawings, and dimensions govern over scale.

- Ensure all work is in accordance with the latest edition of all applicable national, state, and local building codes. Also ensure that all work is conducted in accordance with the latest edition of all applicable construction standards.
- Ensure all materials, equipment, and components used in construction are new and of good quality and that all
  manufactured articles, material, and equipment are applied, installed, connected, erected, used, cleaned, adjusted, operated,
  and conditioned as per manufacturers requirements and as per industry standards. Follow all instructions to sustain and
  preserve all expressed or implied warranties and guarantees.
- Check all dimensions and details for overall accuracy appropriate to the local conditions and the final selection of materials such as masonry, floor joists, lumber, structural members, construction panels, roofing, etc., all of which can create variations in dimension and details. For example, if standard lumber joists are used in place of engineered floor joists, the floor-to-floor dimension would vary from the drafted plans and require revised stair dimensions and framing. Customer shall verify all dimensions in field prior to any fabrication.
- Facilitate and coordinate all work performed by all trades i.e., plumbing contractor, electrical contractor, framing contractor, etc.

## Paradigm Architectural Services Term & Termination

TERM OF STATEMENT OF WORK:

1 Year commencing on the Effective Date.

THIS SOW IS EFFECTIVE AS OF THE EFFECTIVE DATE. PRICING REFLECTED IN PRICING LIST WILL APPLY TO ALL PROJECTS AND SERVICES REQUESTED BY CUSTOMER IN THE INITIAL TERM. PROVIDER MAY CHANGE THE PRICING OF ARCHITECTURAL SERVICES AT ANY TIME WITH 30 DAYS PRIOR NOTICE. THIS SOW SHALL AUTOMATICALLY RENEW UPON THE EXPIRATION OF THE TERM OF THIS SOW. CUSTOMER OR PROVIDER MAY TERMINATE THIS SOW AT ANY TIME WITH 30 DAYS WRITTEN NOTICE. TERMINATION BY CUSTOMER REQUIRES PAYMENT OF ALL OUTSTANDING SERVICES REQUESTED.

## **Paradigm Architectural Services Payment Terms**

The payment options for Provider services are outlined below. Payments on invoiced amounts are due within thirty (30) days of receipt.

Payment Options	Payment Due
BFS Credit Program	Payment is pursuant to BFS Credit Program terms.
Credit cards, ACH	Invoiced upon delivery of Deliverables.