



An Agreement for Architectural Services

Hector V. Muñoz-Baras

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New York 027002
New Jersey ai-14616
Pennsylvania ra-402782
Connecticut ari-0012652
Florida ar-92884
Georgia ra-011520
Maryland 20456
Virginia 0401019158
Washington DC arc201332

This AGREEMENT is made: September 13, 2026

BETWEEN the Owner: *Port Jervis Free Library*
Elizabeth Miller, Board President
Elizabeth Wolpert, Library Director

PROJECT LOCATION: 138 Pike St.
Port Jervis, NY 12771
and the Architect: *Hector V. Muñoz-Baras, AIA*

for the following Project:

Window Replacement Project

The Owner and Architect agree as follows:

Architect's Responsibilities

The Architect shall perform the following tasks:

Design Development

Design drawings, will be developed for Owner's approval; this includes but is not limited to the following:

- Field verify the measure of the existing building windows
- Describing the project parameters for the Owner's approval;
 - Window Elevations
 - Window Sections & Details
- Developing a design solution based on the approved project requirements. (Glazing, profile details)

Construction Documents

- Construction drawings are part of this proposal. Specifications, materials and finishes for the windows and their installation, are part of this proposal.

Owner's Responsibilities

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the project, and shall establish a budget with reasonable contingencies that meets the project requirements. The Owner shall furnish surveying, geotechnical engineering and environmental testing services upon request by the Architect. The Owner shall employ a contractor or a construction manager to perform the construction Work and to provide cost-estimating services. The Owner shall furnish for the benefit of the project all legal, accounting and insurance counseling services, as required.

Use of Architect's drawings

Documents prepared by the Architect are instruments of service for use solely



with respect to this project, the Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall not reuse or permit the reuse of the Architect's documents except by mutual agreement in writing.

Termination, Suspension or Abandonment

In the event of termination, suspension or abandonment of the project, the Architect shall be equitably compensated for services performed. Failure of the Owner to make payments to the Architect in accordance with this Agreement's "Schedule of Payments" (noted below), shall be considered substantial nonperformance and is sufficient cause for the Architect to either suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the other party substantially fails to perform in accordance with the terms of this Agreement.

Miscellaneous

This Agreement shall be governed by the laws of the location of the project. Terms in this Agreement shall have the same meaning as detailed in AIA Document A205, General Conditions of the Contract for the Construction of a Small Project, current as of the date of this Agreement.

The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Agreement. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site.

All governmental filing fees are directly payable by the Owner.

A certified Plot Plan by a licensed surveyor will be provided by Owner. (If required by the City. No survey is anticipated to be required for this project.)

Compensation for *Design Phase*

The owner shall compensate the Architect on a flat fee basis,
\$17,000 ----- (SEVENTEEN THOUSAND DOLLARS)

3D renderings will be billed at \$1,300 per image. Renderings are *not* anticipated to be required for the financing package.

Architectural services not covered by this Agreement include, among others, client instigated revisions due to changes in the scope, quality, budget changes - *after final and approved "Design Development" drawings*. The Architect shall be paid additional fees for additional services based on the following hourly rates, if and when, the ADDITIONAL services are performed:

\$245 Per hour for Principal

\$110 Per hour for Project Draftsman (Architectural / Engineering)

Reimbursable

- (5) full sets of Architectural Design Documents are included. Additional printing will be billed at \$5.50 per sheet
- Overnight services billed at cost (billed monthly)

Schedule of payments

\$ 8,500.00	Deposit and initial retainer due at the signing of this proposal
8,500.00	At the completion of the design documents.
\$17,000.00	TOTAL

"At the completion of the Design Documents and the drawings are submitted to the client, the fees are due. (100% of total payment of the contract amount).

Drawings will not be released without payment.

Based on this payment schedule, work will not proceed, nor will drawings be released until payment of each current invoice. The architect will be held harmless due to work being halted by client's lack of satisfying the current and due invoice payments.

Please forward this signed contract along with the initial retainer to the address noted below; (payments may be paid electronically from the emailed invoice)

_____ date _____
Port Jervis Free Library

_____ date _____
Hector V. Muñoz-Baras, AIA, LEEDap,
v.baras ARCHITECTS, PC, 28 Front St., Port Jervis, NY 12771