



Lightyear Construction
9775 S. Evensen Circle
South Jordan, UT 84095
801-810-8833
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www.lightyearconstruction.com

Pre-Construction Services Agreement

To help advance the building work for _____ (Client), of _____ (Address), for their _____ (Project),

Lightyear Construction, LLC (Contractor) hereby proposes to provide time and materials for design, drawing, rendering, specifying, estimating, problem-solving and analyzing; demolition, boring, excavation or deconstruction as necessary to investigate existing conditions; ordering; engineering; and general consulting tasks.

Time is billable from when this Agreement is signed, with the duration being until the project is complete to the client's satisfaction or until a new agreement is signed with Contractor and a Construction Deposit is made to Contractor. This Agreement may also end when one or all parties decide to conclude the Pre-Construction Services work.

Labor Rates

Hourly rates for office staff, excavators, carpenters and project managers are competitive and market based, ranging from \$65 to \$95 an hour.

Principal, Matthew Milar @\$185 per hour

Office Project Management Rate @ \$65 per hour

In-House Draftsman @ \$75 per hour

In-House Designer @ \$95 per hour

Survey Work, Engineering, Permits, Outside Designers, Outside Plan Design, etc. are billed according to tasks performed and entities involved.

To cover overhead and profit, the sum of labor and material expenses is multiplied by 20% to calculate the total payable amount due for work completed under this Agreement.

Ownership of Our Preconstruction Design and Analysis Work

The design and consulting work we provide during the Pre-Construction Services phase will draw extensively upon the intellectual property of Contractor. Contractor retains full ownership of all such intellectual property. In consideration of Clients payment of amounts due under this Agreement, Contractor grants to Client a non-exclusive, non-transferable license for use of all intellectual property incorporated in its work for the duration of this Pre-Construction Services Agreement only. This intellectual property license will become permanent when a new agreement is signed with Contractor and a Construction Deposit is made to Contractor. If Client decides not to sign a new agreement with Contractor, then this license terminates and Client agrees not to make any further use of the designs, estimates, analyses or other work per- formed by Contractor under this agreement.

Terms of Payment

A retainer of _____ is required at the time of signing here. Any unused portion of this retainer will be refunded. Progress payments are to be made per Invoices to be provided. In any action to enforce this Agreement, the prevailing party will be entitled to an award of costs of collection, including reasonable attorney's fees.

Agreement to Begin Work

The work is agreed to as described above along with the following addenda: _____

Client _____ Date _____
Phone: _____
Email: _____

Matthew Milar, President _____ Date _____
Lightyear Construction
B-100 Contractor, License # 7120943-5501