



McCarthy LePage Architects, PC
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This Agreement is the offer of McCarthy LePage Architects, PC (herein referred to as "the Architect"), to perform the consulting services described in this Proposal. Acceptance by the Client is strictly limited to this Proposal and the attached Terms and Conditions for Architectural 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 Architect 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 No: 09-000

PROPOSAL DATE: 1/1/2009

CLIENT:

Name of Client(s)
Mailing Address
City, State and Zip Code

Telephone Number
Fax Number
E-mail Address

PROJECT NAME:

Additions and Alterations to the XXX Residence

PROJECT LOCATION:

Address of Project
City, State and Zip Code

PROJECT DESCRIPTION:

The Project shall be as follows:

Describe the Project here...

SCOPE OF SERVICES**Pre-Design Services** **Existing Conditions Survey**

The Architect shall survey the existing conditions and take accurate measurements of the required area of Work. The Architect shall prepare a complete set of Existing Conditions Survey (ECS) documents, which will include a floor plan at each level and a building elevation at each exterior facade of the residence. These documents will be used by the Architect to perform the following Architectural Services.

Architectural Services **Schematic Design Phase****Programming**

Programming is the process of identifying and organizing essential information about the residence, as it exists, and how it relates to the Project as described above. The Architect will provide one (1) meeting to discuss the Client's priorities and establish the Project requirements, including an initial project budget.

A Program Statement shall be prepared by the Architect and it shall be approved by the Client prior to proceeding with any design work.

Schematic Design

With the Client's approval of the Program Statement, the Architect shall prepare a Schematic Design for a maximum of three (3) proposed solutions to the Project, as described on page one. Each Schematic Design will include floor plans and building elevations illustrating the residence with the changes proposed by each Schematic Design.

The Architect will provide one (1) meeting to present the Schematic Design solutions. The Client shall select one (1) proposed solution and discuss any changes required to better meet the Project requirements. The Architect will prepare a maximum of two (2) revisions during the Schematic Design Phase and meet to present each revision. Any additional revisions during the Schematic Design Phase shall be considered Additional Services.

The Schematic Design drawings shall be approved by the Client prior to proceeding to the next phase.

 Design Development Phase

With the Client's approval of the Schematic Design, the Architect shall develop additional details to fix and describe the character of the Project. For example, interior spaces that require special design features, treatments and/or upgrades shall be incorporated into the Design Development drawings.

The Architect shall assist the Client in the selection of hardware, finish plumbing fixtures, tile, stone, decorative lighting and paint colors.

The Design Development drawings shall be approved by the Client prior to proceeding to the next phase.

 **Construction Documents Phase**

Based on the approved Schematic Design and Design Development drawings and any further adjustments in the scope and/or the budget for the Project, the Architect shall prepare Construction Documents consisting of drawings and specifications that will describe the scope of work and be suitable for filing with the Building Department and for construction by a qualified General Contractor.

Construction Documents shall include, but not be limited to:

- Architectural Floor Plans delineate the existing construction, demolition, new construction, and the cross referencing of details and sections on subsequent drawings.
- Power and Data Plans show electrical receptacles, telephone, cable and internet locations.
- Finish plumbing fixture locations.
- Reflected Ceiling Plans provide accurate placement of ceiling mounted lighting fixtures, with associated switching arrangements, and locations for required smoke and carbon dioxide detectors.
- Building Elevations at each exterior facade show the existing residence with the proposed new construction including notes indicating finishes, materials and any special conditions.
- Details, Sections, Schedules and Notes communicate, in detail, different aspects of the design relating to construction and/or code requirements. These details are essential in conveying the design concept to the General Contractor, the subcontractors and to the Building Department.

Engineering Note: The Architect's Scope of Services does not include mechanical, electrical, plumbing, fire suppression, structural or civil engineering. See the attached Standard Terms and Conditions for more information.

The Construction Documents shall be approved by the Client prior to proceeding to the next phase.

 Bidding and Selection of Contractors

The Architect shall assist the Client in assembling, distributing and evaluating the bid package which will include:

- Preparing and distributing the Construction Documents to each Bidder selected by the Client
- Coordinate and attend a pre-bid meeting with the Bidders (as required)
- Address Bidder's questions and concerns (as required)
- Assist the Client with the evaluation of the bids
- Assist the Client with the awarding of the contract

 Construction Administration Phase

Based on the signed contract between the Client and General Contractor, the Architect shall provide the following services during construction.

The Architect shall attend Project coordination meetings with the Client and the General Contractor as reasonably required to assist in expediting the Project and to provide clarification of construction documents. The Architect shall visit the Project site at regular intervals (limited to 26 visits) as appropriate to monitor the progress of the work and determine whether the work is in accordance with



the Construction Documents. The Architect shall recommend the rejection of any work that is not in accordance with the Construction Documents.

The Architect shall review and certify the Contractors' request for payment.

The Architect shall review and take appropriate action in a timely manner on all subcontractors' submittals such as shop drawings, product data and/or samples. The Architect shall prepare supplemental and clarification drawings, as required. At substantial completion, the Architect shall prepare a "punch list" of work to be corrected and review the corrective work to completion.

The Architect shall review the status of construction to determine the dates of substantial completion and final completion, and shall receive and forward to the Client written warranties and related documents assembled by the General Contractor and subcontractors.

COMPENSATION

Compensation for Pre-Design Services

Compensation for Pre-Design Services as described above shall equal XXX cents (\$.00) per square foot of surveyed space, as defined in the attached *Standard Terms and Conditions*.

Compensation for Architectural Services

Schematic Design

Compensation for Architectural Services during the Schematic Design Phase as described above shall be billed at the Architect's standard hourly rate as indicated below.

The Architect's standard hourly rates are as follows:

Principal / Architect	\$00 per hour
Project Manager	\$00 per hour
Project Staff / Draftsperson	\$00 per hour
Clerical Staff	\$00 per hour

Design Development through Construction Administration

Compensation for Architectural Services during the Design Development through Construction Administration phases described above shall be based on XXX percent (00%) of the Construction Cost, as defined in the attached *Standard Terms and Conditions*. The total basic compensation shall be divided by phase as described below:

Design Development Phase:	30%	(thirty percent)
Construction Documents Phase:	40%	(forty percent)
Bidding and Selection of GC:	10%	(ten percent)
Construction Administration Phase:	20%	(twenty percent)
Total Basic Compensation:	100%	(one hundred percent)

Initial Payment

An initial payment retainer of XXX dollars (\$0,000) shall be paid to the Architect prior to commencement of the Scope of Services and shall be credited toward the Client's final payment.

ACCEPTANCE OF PROPOSAL

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

Accepted by: _____ **Date:** _____
Name of client(s)
Client

Accepted by: _____ **Date:** _____
Name of Architect
for McCarthy LePage Architects, PC