

Sample Proposal:

XX Month 20xx

Client Names
Address
Town, State
Zip Code

Clients,

It was nice meeting with you on Thursday and I appreciate the opportunity to provide architectural services for your home.

Description of Project:

It is understood that the project is as follows:

At the Walk-Out Basement:

- existing to remain
- repair existing patio if new footings are required as per the design

At the First Floor:

- existing deck to remain
- create a new roof over the existing deck
- existing railings to be replaced with a new railing system
- option to vault the ceiling of the new roof structure
- integrate the existing exterior at the dinette into the new roof structure

At the Second Floor:

- investigate an option to provide access from the master bath to an exterior roof deck (see more below)

General:

- attention to the overall aesthetic of the new roof
- utilize as much of the existing deck structure as possible
- deck will not be enlarged

Regarding Built-ins/Finishes/Trim

Specific colors, window treatments, shopping for and purchase of materials, finishes etc. are not included within the Scope of Work. Interior design services including shopping for and purchase of materials, etc. are available as an "additional service" at the hourly rates listed below.

Regarding the Kitchen

I currently do not have the resources for a complete kitchen cabinetry and appliance specifications. I anticipate designing a functional kitchen layout. When the layout has been determined, I suggest going to one of the local kitchen places to further the cabinetry and appliance specs.

Regarding Time Frame

I am able to start approximately 1 to 2 weeks from acceptance of the proposal and then our time frame would progress as follows, i.e. design reviews every 1½ to 2 weeks (1-2 reviews) and 2 to 3 weeks for construction documents. You should allow a month for any additional pricing of the project you need and a month for the town to issue permits. Please note that this time frame is approximate and unforeseen circumstances could extend any phase beyond our control.

Description of Architectural Services:

Architectural services are comprised of three distinct phases: **Preliminary Evaluation, Design** and **Construction Documents**

Preliminary Evaluation

This phase consists of reviewing and defining program requirements. Field measurement, verification and drafting of existing conditions. Zoning and code review. Survey to be provided by owner.

Design

Preparation of design drawings that will fix and describe the size, nature and character of the entire project. Meetings, as necessary, to refine the design until your needs are met functionally, aesthetically, and economically. In the process of design, lower priority goals may have to be sacrificed in order to meet a certain budget goal.

Construction Documents

Construction documents begin once you approve the final design. These documents are used for obtaining permits and consist of plans, elevations, and sections, which detail and dimension the scope of work. All building code items are addressed.

For Architectural Services I propose a fixed fee of (xxx) dollars. xxx (xxx) is allocated to the Preliminary Evaluation Phase, xxx (xxx) is allocated to the Design Phase and xxx (xxx) is allocated to Construction Document Phase.

Normally, invoices will be submitted expressed in terms of percentage completion of the appropriate phase. Invoices are due upon receipt. Amounts unpaid (30) days after the payment date shall bear interest at the monthly rate of one and one-half percent (1½%), which is annual rate of eighteen percent (18%). Please note that work may be suspended on the project until the current invoice has been paid. Final permit sets will not be released until final payment for Scope of Work has been received.

Reimbursable Expenses

Mailing/Shipping	billed at direct incurred cost
Printing/ Copying	
24" x 36"	(\$3.50/sht)
8.5" x 11"	(\$0.10/sht)
8.5" x 14"	(\$0.25/sht)
11" x 17"	(\$0.50/sht)

Consultants

It is not anticipated that it will be necessary to retain any consultants from other technical disciplines for this work, i.e. mechanical or electrical engineers for duct layout or wiring diagrams, etc. Should it be deemed necessary, and agreed upon by the Owner, their fees shall be paid by the owner. Please note that this firm does not design and/or size HVAC systems, electrical panel layouts/wiring or service. Please note that this firm does not provide Civil Engineering/Surveying services.

Additional Services

Additional Services would be provided only at your direction. Due to the variable nature of the work, I propose hourly compensation for Additional Services, which may include the following:

- 1) Additional Design Services, above and beyond the Scope of Work
- 2) Variance Process (if req'd), including communication with the municipality, preparation of applications, attendance at Board of Adjustment hearings, etc.
- 3) Code Letters/ As-Built Drawings, including site inspection and inspection of existing conditions for letters to the town, redrafting of construction documents to reflect existing conditions which depart from the original construction documents
- 4) Bidding/Negotiations, including all site visits with all potential contractors, setting up all meetings, etc.
- 5) Construction Administration, including weekly meetings to observe the progress of the work, preparation of as-built drawings which differ from the permit set of drawings due to client revisions in the field, letters required by the municipal offices, etc.

For Additional Services, I propose hourly rate compensation as follows:

Joseph M. Marchese, Architect	130 \$/hr
Associate	90 \$/hr
Draftsman	50 \$/hr
Clerical	25 \$/hr

General Conditions

Please examine data and drawings submitted for your approval and render prompt decisions in order to avoid unreasonable delay in the process of our work.

The Documents are instruments of service in respect to this specific project. The Documents are not to be used in conjunction with or for any other project except for that which they were originally intended. The Documents are property of the Architect whether the work for which they are prepared be executed or not. The owner/ contractor shall not rely in any way on any Document unless it is in printed form, signed and sealed by the Architect.

A non-exclusive license is given to the owner to reproduce documents for constructing, using and maintaining the project, and to authorize the contractor/ subcontractors/ material suppliers to reproduce applicable portions of them for execution of the work.

License is void if terms of this agreement are not met. Non-fault termination of the project by either party will terminate all granted licenses.

This agreement may be terminated by either party upon written notice should one party fail substantially to perform in accordance with its terms, through no fault of the party initiating the termination. This agreement may also be terminated in the event the client permanently abandons the project. In the event of termination, the Architect shall be compensated for work done to date. The Architect shall not be liable to the client for any consequential damages, which are a result of such termination or suspension of the contract.

It is understood that the total liability of this firm for any claims arising out of the services performed under this agreement shall be limited to a maximum of the net fee received by Joseph M. Marchese, Architect, not including reimbursable expenses.

The client shall indemnify the Architect and shall hold the Architect harmless from any claims arising out of personal injury to any person and property damage except which may be the result of the Architect's intentional or negligent act.

Any claims arising out of or relating to this contract shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

I reserve the right to include representations of the design, including photographs of the exterior and interior, among any promotional and professional materials.

This proposal is valid for thirty (30) days. Should you have any questions or concerns please do not hesitate to contact me.

I look forward to working with you and assure you that, if entrusted with your project; it will receive my most careful attention and will result in a project we can all be proud of.

To accept this proposal, please sign the copy and return it to me. Please keep the original proposal for your records. An initial payment of xxx dollars is due when we come to measure.

Respectfully,

Joseph M. Marchese, R.A.

Accepted by: _____ Date: _____
Client

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Client