

McCarthy LePage Architects, PC
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This Amendment 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 the Agreement for Architectural Services, this Amendment 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 Amendment 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 Amendment may only be modified in writing and executed by both parties.

The Client and the Architect agree that the Terms and Conditions governing the Architect's services and responsibilities under the Agreement for Architectural Services shall be amended to include the Construction Management Services specified in this Amendment as an addition to the Architect's Basic Services under that Agreement.

PROJECT No: 09-000

AMENDMENT DATE: 1/1/2009

AGREEMENT 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...

This Proposal is an Amendment to the Agreement between Client and Architect for Architectural Services. The following Scope of Services are considered Additional Services and shall amend and supersede the Agreement and Terms and Conditions as described below.

SCOPE OF SERVICES

Services during Preconstruction Phases (40% of total CM Services)

Construction Cost Estimates

As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Architect shall prepare and update preliminary Construction Cost estimates with increasing detail and refinement appropriate for the current project phase. Such estimates shall be provided for the Client's review and approval prior to the commencement of each succeeding Preconstruction Phase.

Bidding and Selection of Contractors

The Architect shall submit a list of prospective bidders and a bidding schedule for the Client's review and approval.

The Architect shall assist the Client in issuing bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Architect shall assist the Client with the receipt of questions from bidders and issuance of addenda.

The Architect shall receive bids, prepare bid analyses and make recommendations to the Client for the Client's award of contracts.

The Architect shall advise the Owner on the division of the Project into separate contracts as required by the Scope of Work.

The Architect shall make recommendations to the Client regarding the allocation of responsibilities for Project conditions among the Contractors.

Permits

The Architect shall assist the Owner in obtaining applicable building permits and special permits for permanent improvements, excluding permits required to be obtained directly by the various Contractors.

Services during Construction Phase (60% of total CM Services)

Construction Schedule

The Architect shall prepare and update a Project construction schedule providing for each scope of work, including phasing of construction, times for commencement and completion required of each separate Contractor, ordering and delivery of materials requiring long lead time.

Project Management

The Architect shall provide administrative, management and related services to endeavor to coordinate the activities of the Contractors with each other and with those of the Client and the Architect to complete the Project in accordance with the latest approved of Construction Cost, the Project construction schedule and the Contract Documents.

The Architect shall schedule and conduct preconstruction, construction and progress meetings with the Client and the Contractors to discuss such matters as procedures, progress and scheduling. The Architect shall prepare and promptly distribute meeting minutes to the Client and Contractors.

Construction Cost Management

The Architect shall monitor the approved estimate of Construction Cost. The Architect shall show actual costs for activities in progress and estimates for uncompleted tasks.

Reports and Document Administration

The Architect shall record the progress of the Project with written progress reports to the Client, including information on each Contractor's work, showing percentages of completion.

The Architect shall maintain at the Project site, on a current basis: one record copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other modifications, in good order and marked to record all changes made during construction; Shop Drawings; Product Data; Samples; submittals; purchases; other related documents and revisions that arise out of the Contracts or work.

COMPENSATION

Compensation for Construction Management Services is in addition to any and all compensation due to the Architect for Architectural Services. The Architect shall be compensated for Construction Management Services as described below.

Initial Payment

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

Compensation for Construction Management Services

A fee equal to XXX (00%) of the Client's direct cost for material and labor shall be paid to the Architect as compensation for the Construction Management Services described above. Upon the Architect's certification of each payment to the Contractor(s), described in the Agreement for Architectural Services, an invoice shall be issued to the Client for Construction Management Services.

Discount on Architectural Services

Acceptance of this Proposal by the Client will entitle the Client to a XXX (00%) discount on compensation to the Architect for Basic Architectural Services. This discount will be applied as a line item to each invoice issued to the Client for Architectural Services. This discount shall not be applied to Additional Services or any other compensation due to the Architect.

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 an Amendment to 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