

## Proposal for Architectural Services

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*Issued February 10, 2014.*

### **Client Information:**

Jane and John Doe  
123 Small Town Avenue  
Knoxville, TN 37917  
865.555.1234

### **Project Summary:**

Design for renovation and addition at 123 Small Town Avenue to include master bedroom suite, laundry room, mudroom, and 2-car garage.

### **Prepared by:**

Open Door Architecture  
1121 Eleanor Street  
Knoxville, TN 37917  
865.603.4756

### **Overview**

We propose five, sequential design phases: Schematic Design, Design Development, Pricing, Construction Documents, and Construction Administration.

### **Schematic Design (SD)**

During SD, we will create a thorough list of project objectives, measure the affected spaces, draw base plans, develop schematic design options in 2-D and 3-D, and review options with the Owner. The SD phase includes the following steps:

- Programming Meeting: Architect will review a checklist with the Owner to collect complete information regarding desired size, function, and aesthetic of new or renovated spaces.
- Architect will measure existing house and create base drawings in 2-D and 3-D for use during design.
- Architect will create initial design options and review with Owner in person.

*Duration of SD phase: 3-4 weeks*

### **Design Development (DD)**

The next step is to refine and revise. Once the Owner selects a design direction, the Architect adds detail and incorporates requested changes. These are then reviewed in-person. The DD phase includes the following steps:

- Architect revises drawings based on Owner feedback from SD phase.
- Architect reviews changes with Owner.

*Duration of DD phase: 1-2 weeks*

### **Pricing**

Once the basic design is developed to the Owner's satisfaction, preliminary pricing may be obtained from professional contractors. During this phase, the Architect produces pricing drawings, assists in contractor selection, distributes drawings, and receives estimates. Pricing drawings include:

- A narrative description of project scope
- Floor plans and 3-D views that describe extent of demolition and new construction
- A list of specific products, fixtures, and materials to be included in the estimate as well as quantities of significant materials such as flooring, counter tops, and tile
- Instructions for preparation and itemization of estimates to facilitate comparison

*Duration of Pricing phase: 2-3 weeks*

**Construction Documents (CD)**

Once preliminary pricing is received, the Owner may wish to adjust the project scope to satisfy budget and time constraints. Changes are incorporated and the final design is detailed. The Architect will develop construction documents in accordance with the building codes and zoning ordinances having jurisdiction. The Architect will decide which drawings are necessary for construction. These may include:

- Site plan
- Zoning and code information for permitting
- Demolition plans
- Floor plans
- Sections
- Interior and exterior elevations
- Ceiling plans
- Door and window details
- Materials and fixtures lists
- Construction details
- General notes

*Duration of CD phase: 4-5 weeks*

**Construction Administration**

The Architect acts as the Owner’s advocate during construction by answering contractor questions, interpreting the construction documents, and assisting with final product, material, and color selections.

*CA phase lasts for duration of construction*

**Design Fee**

The Architect’s fee is paid in three installments:

- Initial payment due at contract signing.....\$0,000.00
- Design phase payment, due after pricing package is released.....\$0,000.00
- Construction drawing payment, due upon completion of CD phase.....\$0,000.00

Total design fee.....\$00,000.00

*In addition to the services described above, the Architect’s fee includes eight hours of product selection assistance (can be used for product and material research or shopping trips), two hours of paint color planning, and two hours of contractor evaluation time which may include interviewing contractors with the Owner or meeting to discuss estimates.*

*During Construction Administration, most assistance by the Architect is provided remotely, via telephone and email. The Architect’s fee includes up to three (3) site visits. Extra site visits will result in additional compensation due to the Architect (unless the site visit is not requested by the Owner). Mileage for site visits outside of Knox County is treated as a reimbursable expense.*

*Additional services beyond those described above may be performed at the Owner’s written request.*

*This is a non-binding proposal and not a contract. More information about the design process and responsibilities of the Owner and Architect will be set forth in a formal contract to be signed and dated by the parties before the project commences.*

**Thanks for the opportunity to propose services for your project. If you have any questions or comments about this proposal, please contact Sara Martin at 865-603-4756 or sara@opendoorarchitecture.com.**

## Agreement between Owner and Architect

*This agreement is made February 10, 2014 between*

**The Owner**  
Jane and John Doe  
123 Small Town Avenue, Knoxville, TN 37917  
865.555.1234

and

**The Architect**  
Open Door Architecture  
1121 Eleanor Street, Knoxville, TN 37917  
865.603.4756

### Project Summary

Design for renovation and addition at 123 Small Town Avenue to include master bedroom suite, laundry room, mudroom, and 2-car garage. ODA Project #13013.

### Project Scope

#### Architect's Responsibilities:

1. The Architect will review the Owner's scope of work, budget, and schedule to reach an understanding of the project requirements.
2. The Architect will field measure and document existing conditions as required.
3. The Architect will assist the Owner in determining what, if any, consulting services are required for the project.
4. The Architect's work is comprised of five (5), sequential design phases which are described in the Proposal for Architectural Services, attached.

#### Owner's Responsibilities:

1. Provide full information about the objectives, schedule, and constraints of the project. The Architect may rely on the accuracy and completeness of information furnished by the Owner.
2. Furnish information and decisions in a timely manner consistent with the project schedule.
3. Establish a budget with reasonable contingencies that meets project requirements.
4. Furnish consulting services not included in this contract and required for the project such as structural engineering, mechanical engineering, surveying, geotechnical engineering, and environmental testing.
5. Employ a contractor to perform the construction work and provide cost-estimating services as required.
6. The costs associated with any structural modifications, redesign, or repairs required because of unforeseen conditions uncovered during demolition or construction shall be the responsibility of the Owner.

### Schedule

1. For the purposes of this contract, the design schedule begins on the effective date of this agreement and ends upon delivery of final construction documents to the Owner. As described herein, the Architect's services may extend beyond this period.
2. The design schedule for the above mentioned scope is approximately ten weeks.
3. The Architect cannot be held accountable for delays to the design schedule caused by unforeseen conditions, regulatory reviews and approvals, changes requested by the Owner beyond the scope of this contract, or other circumstances beyond the Architect's control.

### Compensation and Payments

1. The Architect's compensation shall be \$0,000.00 paid according to the following schedule:
  - The Owner shall pay the Architect an initial payment of \$0,000.00 due upon contract signing.
  - \$0,000.00 due upon completion of Pricing phase.
  - \$0,000.00 due upon completion of Construction Documents phase.
2. Consultants: The Architect will assist the Owner in determining consulting services required for the project. Should a consultant's work require coordination with the Architect's construction documents, such coordination will be performed by the Architect for an additional fee equal to 15% of the consultant's fee. Should the Architect hire a consultant on behalf of the Owner, the Owner will reimburse the Architect for the expense incurred.
3. Additional services: At the request of the Owner, the Architect shall provide services not included herein for additional compensation. Such services may include 3-D renderings or drawings beyond those necessary for design; meetings or letters for regulatory review; coordination or review of changes in the work or contractors' requests for substitutions of materials and systems; extra work required by signature design features or specific products such as Ikea cabinetry; work performed for the purpose of obtaining design approval by historic overlay districts, homeowners' associations, neighborhood design guidelines, and other applicable regulations beyond standard zoning and code compliance; and

## Agreement between Owner and Architect

additional design work related to changes in scope, schedule, or budget. The Architect's fee includes up to eight (8) hours of product selection assistance, up to two (2) hours of paint color planning, and up to two (2) hours of contractor evaluation time. The Owner may extend these limits by approving the Architect's proposal for additional services. Additional services may be charged as fixed fees or billed at a rate of \$90/hour.

4. Reimbursable expenses: The Architect shall be compensated for reimbursable expenses such as mileage outside of Knox County (56.5¢/mile), printed drawings, and postage.
5. No expense beyond the compensation mentioned above (\$0,000.00) will be incurred by the Owner unless the Owner approves a written proposal for additional services from the Architect. No additional services will be performed by the Architect without such written consent.
6. Payments are due and payable upon Owner's receipt of the Architect's invoice. Undisputed amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payments are due at a rate of 3% per month or the maximum rate allowed by law, whichever is less, such rate to be charged on the unpaid balance.

### General Conditions

1. The architectural fees, hourly rates, mileage rates, and other fees quoted in this agreement shall be valid for twelve (12) months. The Architect reserves the right to increase these fees if services are required beyond twelve (12) months.
2. The Owner has the right to cancel architectural services at any time for cause or for the Owner's convenience and will be responsible only for payment of services performed up to the date of cancellation (\$90/hour rate times number of unpaid hours). Any cancellation of architectural services shall be done in writing. The Owner shall give at least two (2) weeks advance notice prior to cancellation.
3. If the Owner breaches the terms of this agreement and such breach is not cured within seven (7) days written notice from the Architect, the Architect may stop work and/or terminate this agreement and the Owner shall pay all amounts due to the Architect for its work prior to such stoppage or termination. Further, the Architect shall have any and all other remedies available at law or equity as a result of such breach by Owner. The Architect shall not be responsible for any damages or delays to Owner caused as a result of the stoppage of the Architect's work. In the event of default by the Owner hereunder, the Owner agrees to pay all costs of collection and enforcement incurred by the Architect, including reasonable attorney fees and expenses.
4. Revisions and addendums requested after the issuance of final construction documents will be billed at a rate of \$90/hour, unless such revisions are made necessary by the Architect's error or omission.
5. The Architect shall have the right to use any drawings and photographs taken before, during, and after construction for marketing purposes.
6. The Architect shall not be liable to the Owner for any special, indirect, incidental or consequential damages arising from a breach of this agreement. The liability of the Architect to the Owner for any breach shall be limited to sums paid and/or due and owing by the Owner to the Architect under this agreement.
7. The Architect is an independent contractor and nothing contained in this agreement shall create or be deemed to create an employment, agency, joint venture or partnership relationship between the Architect and the Owner.
8. This document and the attached exhibits and addendums constitutes the entire agreement between the parties relating to the Architect's work on the project. All prior, contemporaneous and preliminary negotiations, understandings, agreements, covenants and representations are merged herein. No representations, warranties or promises pertaining to this agreement have been made by, nor shall be binding upon, either of the parties, except as expressly stated in this agreement. This agreement may not be amended or modified orally, but only by an agreement in writing signed by all parties hereto.

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*Jane Doe*

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*Date*

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*John Doe*

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*Date*

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*Sara Martin, AIA – Principal, Open Door Architecture*

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*Date*