

Arthur J Henn, AIA

Architect, LLC

409 North Avenue East 908-709-6734 (P)
S e c o n d F l o o r 908-709-6738 (F)
Cranford NJ 07016 Art@AJHarchitect.com

Agreement Between Owner and Architect

This **Agreement** is made on: January 1, 2010.

Between the Owner:

and the Architect:

Ward and June Cleaver
1 Harmony Road
Anywhere, New Jersey 00000

Arthur J Henn, AIA
409 North Avenue, East – 2nd Floor
Cranford, New Jersey 07016

For the following Project:

Additions and alterations to the residence at 1 Harmony Road, Anywhere.

I. Scope of Work:

- Item #1.
- Item #2.
- Item #3.

II. Architect's Responsibilities:

1. Field measuring and observation. The Architect shall not do exploratory demolition to determine framing sizes, directions, or conditions of the existing structure. He is not expected to remove attached covers, make holes, or perform tests that could damage the item or area being observed.
2. Zoning analysis and assistance with obtaining approvals/variances, if necessary. The Zoning Official has final jurisdiction on Zoning matters.
3. Preparation of preliminary design and presentation to Owner.
4. Preparation of final design, in accordance with Owner's response to preliminary design. The Design Phase generally consists of two to three Design Revisions (SK1 through SK3). Design changes beyond this number will result in additional architectural fees.
5. Preparation of detailed Construction Documents for obtaining bids from contractors, for obtaining building permit, and for use by the contractor to construct the Project. Construction Documents shall include:
Drawings: Plot Plan, General Notes, Demolition Plan, Foundation Plan, Floor/Framing Plans, Window/Door Schedules and details as required, Finish Schedules, Partial Building Elevations, Building Sections, necessary interior elevations and sections, Electric Plans, Plumbing Riser Diagram, Miscellaneous sections and details. (Heating, ventilation, and air conditioning design shall be completed by the mechanical subcontractor or others and not included in the Architect's Scope of Work.)
Specifications: Site work, Concrete, Masonry, Metals, Wood and Plastics, Thermal and Moisture Protection, Doors and Windows, Finishes, Mechanical & Electrical & Plumbing.
6. Construction Administration: construction site visits (as required); interpreting the Construction Documents (including, but not limited to: (i) issuing timely responses to contractor's Requests for Information and other requests for clarification; and (ii) reviewing and approving (or taking other appropriate action in connection with) contractor's submittals and shop drawings, if any, and rejecting nonconforming work.

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III. 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. Establish a budget with reasonable contingencies that meet project requirements.
3. Furnish surveying, geotechnical engineering and environmental testing as requested.
4. Employ a contractor to perform the construction work and provide cost-estimating services after the completion of the preliminary design and before the preparation of the final construction documents.
5. The costs associated with any structural modifications/redesign and or repairs required because of unforeseen conditions uncovered during demolition/construction, shall be the responsibility of the owner.

IV. Payments and Compensation to the Architect:

1. Architectural Services are based on an hourly rate and are as follows:
 - a. \$000.00 per hour for Principal Architect
 - b. \$000.00 per hour for Project Architect
 - c. \$ 00.00 per hour for Architect Designer/Drafter
 - d. \$ 00.00 per hour for Draftsperson
 - e. \$ 00.00 per hour for Office Administration,
with estimated total fees in the range of \$0000.00 to \$0000.00.

(Project costs are preliminary estimates only and may increase or decrease as elements become necessary which were unanticipated or added to the project by the owner.)

2. General Payment Schedule:
 - a. **Retainer:** An initial payment retainer of \$000.00 shall be paid upon execution of this Agreement and will be credited to the final payment. (The final payment is typically the invoice for the final Construction/Bid Document Drawings).
 - b. **Design Phase:** Payment at completion or near completion of the Design Phase. (May be broken into two payments depending on size and scope of the project.)
 - c. **Construction/Bid Documents Phase:** Payment at completion of the Construction/Bid Documents Phase.
 - d. **Additional Services:** Additional services such as letters, addendums, changes, construction site visits, and supplementary copies, and detailed construction cost estimating are billable expenses and are due at the completion of the service.
3. **Final signed and sealed drawings will be issued to the owner upon receipt of payment for the final construction/bid documents phase.**
4. The Architect shall be compensated for reimbursable expenses such as reproductions and postage. The Architect estimates that reimbursable expenses for this project will be in the range of \$00.00 to \$00.00.
5. Zoning Board of Adjustment meeting(s) or other Township required meeting(s) shall be billed at \$000.00 per meeting.
6. Construction Site Visits: Site visits shall be billed at a flat rate of \$00.00 per visit. There shall be no charge for site visits not requested.

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7. Letters required by the Municipality due to changes made by the owner, contractor, or unforeseeable site conditions, shall be billed to the owner at \$000.00 per letter, unless such letter is made necessary by the Architect's error or omission.
8. Revisions and Addendums requested after the issuance of the Final Construction Drawings will be billed at the stated hourly rate, unless such revisions are made necessary by the Architect's error or omission.
9. Payments are due and payable within thirty (30) days of Owner's receipt of the Architect's Invoice. Payments shall be made by check payable to Arthur J. Henn, AIA or by credit card (Visa, MasterCard Discover, and American Express). Undisputed amounts unpaid (30) days after the invoice date shall bear interest from the date payments are due at a rate of (2%) per month.
NOTE: If a check has been returned for insufficient funds, an invoice reflecting the monies not paid as well as the bank's service charge will be billed to the owner and payment is expected upon receipt of the Architect's Invoice.
10. This proposal shall be void after (4) months of the above contract date. The architectural fees listed in this proposal shall be valid for (12) months after the owner's acceptance of this contract. Architectural fees may be increased if services are required beyond (12) months.
11. Preparation of a detailed Construction Cost Estimate by a N.J. licensed General Contractor (as selected by the Architect). The Construction Estimate shall be based on completed Construction Drawings prepared by the Architect. This bid is intended to be used by the homeowner for informational purposes when receiving and reviewing bids from various contractors/bidders. The estimate may be negotiated into a Construction Bid/Contract with the selected contractor.

Construction Bid/Estimate:

\$000.00 for projects with a construction estimate greater than \$000,000
\$000.00 for projects with a construction estimate less than \$000,000.

If the owner chooses to enter into a contract with the selected General Contractor, the fee charged for the Construction Cost Estimate shall be credited toward the contractor's Construction Bid Phase.

V. General Conditions:

1. 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 for services performed up to the date of cancellation. (Hourly rate times the time invested.) **Any cancellation of Architectural Services shall be done in writing.**
2. If the Owner fails to make payment on any undisputed amount, then the Architect has the right to suspend work and shall not be held responsible for any delays as a result.
3. If any dispute arises out of or relates to this contract, or breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the Construction Industry Mediation Rules of the American Arbitration Association before having recourse to a judicial forum. No written or oral representation made during the course of any mediation shall be deemed a party admission.

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4. Changes in scope requested by the Owner that are inconsistent with Owner's prior approval of the Final Design Drawings, may result in additional work and shall be considered beyond the scope of this Agreement. The Architect will notify the Owner, prior to commencement of the additional services, of any time delays and additional fees that may be incurred.
5. It is suggested that General Contractors be invited to review design drawings in order to provide the Owner with preliminary estimates. The budget for the project as established by the Owner does not include items purchased separately by the Owner, such as cabinets, appliances, decorative light fixtures, specialty items, etc. The Owner is responsible for considering cost allowances for such additional items.
6. The Architect will make every effort to work within the design budget as set forth by the Owner. The Architect **cannot** be held responsible for significant changes for labor and material costs in the construction market.
7. The Architect shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site.
8. It is hoped that the services provided by the Architect be respected by both the Owner and the General Contractor. The Architect shall be notified of any proposed divergence from the intent of the work inferable from the Final Construction Documents and the actual work to be performed by the General Contractor. Prior to the execution of the work, the Architect shall approve any changes made to the Architectural design. The Architect's decision, in consultation with the owner, on aesthetic issues arising between the Architect and the General Contractor shall be final if consistent with the intent expressed in the Contract Documents.
9. The Architect may visit the site at intervals appropriate to the stage of construction to become familiar with the progress and the quality of the work and to determine if the work is being performed in accordance with the Contract Documents. The Architect shall not be required to make continual on-site inspections. The Architect shall make himself reasonably available for any additional site visits requested by the Owner. The Architect shall have reasonable access to the work wherever it is in its preparation or progress.
10. The Architect shall have the right to use any drawings and photographs taken before, during, and after construction for marketing purposes.
11. The Owner shall be issued a copy of the design documents including, but not limited to, the Final Construction Documents for their records. They may use this copy for the purposes of completing, maintaining the Project and for future alterations and additions.

By: _____
Arthur J. Henn, AIA Date

By: _____
Ward Cleaver Date

By: _____
June Cleaver Date