Dec 10, 2024

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RE: Architectural Services: RE: Architectural Services: Related to the remodel and addition to:

3 Highland Dr., North Caldwell NJ

Lot 8, Block 1001

Lot Size 23,458 SF, Existing Dwelling Approx. 2208 SF

Thank you for this opportunity to present this proposal for Architectural Services for prepare foundation for and fit-out preratification. The proposed work is intended to provide parking and second floor bedroom/bath area to 270 SF and add a second floor above Approximate 1,100 SF second floor above Family Area, total living area of 3578SF.

The scope of work shall include but not be limited to:

Second Floor: Remodel General bath over garage, removing jacuzzi tub relace w/ with shower & two-person vanity repurpose closet for washer dryer and linen. Replace existing windows at this level.

New Primary Level: provide stair access to the area above Living Dining Kitchen for Primary Suite. The suite includes a double walk- in closet, primary bath (two vanity, private toilet enclosures, large shower and featured soaking tub, heated floor) large bedroom with access to include access to shared office area.

Compensation: percentage of construction cost (per SF at 4.50%= 27,300.00)

Construction Drawing set.

Preparation of Architectural Construction Documents includes the following:

General construction site plan, zoning notes, and details necessary for construction permit, proposed foundation & prefabricated structure and connection to original residence floor plans, and exterior elevations.

Ceiling and lighting plans

Exterior elevation

Interior elevations of bathrooms.

Limited structural framing layout

Construction Details require expressing the design intent and compliance with Code Enforcement requirements.

Electrical layout (Architectural, equipment locations, electric device schedule diagrams)

Fixtures, cabinets, appliances, electrical devices.

Mechanical equipment heating and cooling (if necessary): locations, room registers with air volume delivery.

HVAC Manual J, S, and N and Rescheck drawing.

Plumbing diagrams: modified waste riser, water distribution raiser, and gas riser diagrams for new equipment.

Signed and sealed documents or permit application

Follow up Architectural Services as necessary to secure construction permits.

Site plan, drainage, and grading or driveway changes, if necessary, will require the services of Site Grading Engineer **(shall be invoiced as a reimbursable expense to the owner, approx. + $1800.00)**

. Follow up 3 site visits at no charge during construction.

Design modifications during construction at an hourly rate of $190.00.

Updated Soft copies of each phase for the client’s use.

**Payment Schedule:**

Initial Retainer: $4,000. Update/confirm Exterior/Interior conditions $1,500.00

Schematic conceptual Phase $2,500.00

Start Construction Document /production $4,500.00

Engineering development $4,500.00

Construction Progress Payment $4,500.00

Completed Documentation with signed and sealed documents $1,300.00

Plan review modifications $1,000.00

Total: $27,300.00

Construction Document service level.

Final Documentation will be held until outstanding invoices are current.

***Payment methods: check to Square Center LLC or***

***Zelle,*** [***william.squarecenter@gmail.com***](mailto:william.squarecenter@gmail.com)

***This proposal is valid for 30 days only.***

Provisions for reimbursable expense

The following are provided at cost plus fifteen percent, with the following limits:

* Full sized sets of blue prints as required for Zoning Review and building Code Enforcement permit application ***(estimated $800.00)***
* Shipping and postage at cost plus fifteen percent.
* Updated Soft copies of each phase for client’s use.
* ***Full Construction Administration Services-separate proposal negotiated separate.***

The architect will perform Services as described herein as expeditiously as is consistent with professional skill and care and the orderly progress of the Work, having the Owner’s best interest as the foremost consideration. Owner shall expeditiously perform all acts or provide all services required of them under this Agreement and render decisions in a timely manner pertaining to documents submitted by the Architect to avoid unreasonable delay in the orderly and sequential progress of the Architect’s services. The Architect will assist with searching for a land survey and the research of including but not limited to mete and bounds survey, easements/setbacks, special zoning considerations, and subdivision regulations.

**Extra work:** If changes occur after client approval of the schematic design as required, due to design changes or unforeseen field conditions, additional architectural services are invoiced at the hourly rate of employees involved.

Billing Hourly Rates

* Principal/ Architect $190
* Project Manager $155
* Sr. Drafting services $110
* Design Services $90
* Administration $60

**Qualifications:** William Gentile, Architect of Square Center, LLC. Is a professional Architect licensed and registered with the State of New Jersey and has forty-three years of Residential and Commercial design and inspection experience.

**Insurance-** During the performance of the Work, ARCHITECT shall keep the insurance coverage set forth below with insurance companies licensed to do business in the State of New Jersey.

Workman’s Compensation Coverage: Statutory

Comprehensive General Liability: Coverage: $1,000,000 occurrence/$2,000,000 aggregate

Automobile Liability: Coverage: $500,000

Professional Liability: Coverage: $500,000 occurrence/$1,000,000 aggregate

**Confidentiality:** While engaged in the service performance of this project the Architect nor staff or subcontractors shall not release or divulge to any person or entity any information obtained as a result of the work performed pursuant to this proposal without the prior written consent of the client, unless required by law, in which event Square Center, LLC shall first notify the client.

**Force Majeure:** Square center, LLC shall not be liable for delays caused by factors beyond square Center, LLC’s reasonable control, including but not limited to delays caused by acts of God, fire, strikes, lockouts, work slowdown, work stoppages, accidents, acts of war, failure of any governmental or regulatory authority to act on a timely manner, failure of client to furnish timely information or to provide review comments promptly, or delays caused by faulty performance by the client or by contractors at any level. When such delays beyond Square Center, LLC reasonable control occurs, the client agrees not to hold Square Center, LLC, responsible for damages and is deemed at default of this agreement.

**Entire Proposal:** This proposal is valid for a period of thirty (30) days from the date it is written. After a period of 30 days, Square Center, LLC will not be held to the terms and prices quoted herein. This proposal constitutes the entire agreement between the parties. Services not set forth in the Scope of work are excluded from the scope of Square Center, LLC services and Square Center, LLC assumes no responsibility to perform such additional services under this base contract. If additional work becomes during this project, Square Center, LLC can perform such Additional Services in accordance with a written agreement between Client and Square Center, LLC setting forth the additional services and fees. No change, additional or modification to this agreement shall be effective unless signer inwriting by both parties.

**Standard of Care:** The standard of care for services performed or furnished by Square Center, LLC. under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality based on facts and information available at the time services are provided.

**Ownership and Maintenance of Documents:** All reports, plans, specifications, computer files, field data, notes, and other documents produced, created by, or delivered by Square Center, LLC in providing its service under this proposal, are and remain the property of Square Center, LLC as instruments of service with respect to this Agreement. The services performed under this proposal are intended for the sole use of CLIENT. Any reuse of documents without the written approval by Square Center, LLC will be at the Client’s sole risk and without liability or legal exposure to Square Center.

The CLIENT shall indemnify, defend, and hold harmless Square Center, LLC from and against any claims, damages, or losses including attorney fees and costs, arising out of or resulting from the unauthorized reuse of Square Center, LLC documents. Square Center, LLC shall have no liability or obligation to any party other than the CLIENT.

Square Center, LLC. grants to the CLIENT and only the CLIENT a non-exclusive, non-assignable and non-transferable license to reproduce, distribute and display the documents, to the extent necessary for the CLIENT to undertake construction and/or perform other acts that are all collectively required to construct the project. Square Center, LLC shall retain all common law, statutory and other reserved rights to the documents, including the copyright thereto. Both the CLIENT and Square Center, LLC agrees that none of the services or documents provided by Square Center, LLC is “work made for hire” as defined in the Copyright Act. Square Center, LLC shall have no obligation to retain any documents for more than one year or any longer period required by applicable law.

**Termination**: The obligation to provide further services under this Agreement may be terminated by either party upon thirty days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating part; however, if the non-terminating party cures its failure within such thirty-day period, then this Agreement may not be so terminated.

**Governing Law**: The laws of the State of New Jersey will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the State or Federal Courts of New Jersey.

**Survival:** All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of Square Center, LLC under this Agreement, or the termination of this Agreement for any reason.

**Electronic Notice:** Written notice under this Agreement may be given by email, read receipt requested, to the email addresses set forth on the first page.

**Advertisement:** The Architect shall have the right to display a business sign on the property, readable from the street, subject to deed or subdivision restrictions with CLIENT’S permission to advertise project, enter competitions, to include in portfolio and electronic media.

The Client agrees to indemnify Architect from any actions that may arise due to copyright disputes because of use of photographs, drawings sketches, and other design related materials. The client furnishes Architect for analysis or incorporation into this project.

Please review this document. Any questions please contact Square Center directly. This will become an executed proposal upon your signature and required initial payment.

Lack of correspondence with architect beyond 45 days by the Owner or Owner’s representation, shall be deem the project inactive, and all progress shall be suspended until a progress invoice is satisfied. Restatement of project may incur negotiated restate fees, a new progress and payment schedule shall be initialed.

Thank you for the opportunity to present this proposal for your consideration.

Signatures and date

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Seyed Shahmehdi William J Gentile -AIA

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Respectfully yours,

William Gentile, AIA,

[William.squarecenter@gmail.com](mailto:William.squarecenter@gmail.com)