

ARCHITECTS' GUILD LLC

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Eric Swenson, Director of Public Works
Daniel Carter, First Selectman
Town of Bethel
1 School Street, Bethel, CT 06801

July 1, 2024

**RE: Proposal for Architectural Services
Clifford J. Hurgin Municipal Center, 1 School Street, Bethel, CT.
Interior Alterations**

Dear Eric and Daniel,

Thank you for considering us to continue to assist you with this project, and for the opportunity to submit this proposal.

Our goal will be to work closely with you, the building committee, and the engineering team to assist in preparing the necessary documentation and deliverables to meet your project goals. The following outline is a general summary of the project scope of work and the architectural services that we propose.

I. Project Scope

Interior alterations of approximately 5,800 square feet of existing 1st floor gym lobby, storage areas, locker rooms, shower rooms, and restrooms. The scope is to provide new women's and men's restrooms, a multipurpose area for Parks and Recreation, and miscellaneous storage areas.

We will work with your chosen structural and mechanical engineering firms for the purposes of developing various structural and mechanical systems upgrades. We will work with you and your engineering consultants for coordination of structural, mechanical, and other relevant system upgrades with the project architectural scope of work.

II. Scope of Architectural Services

1. Existing Conditions / Functional Needs Program

We will assist you in confirming and more accurately defining the project scope, space and functional requirements. The program will be based on the meeting in our office on May 2, 2024, and on any future program reviews and as follows.

- Work with you to establish a clearly defined program describing your specific project scope, program, goals and objectives.
- Conduct an architectural survey, including measurements, photographs and otherwise document the existing as built condition at any adjacent spaces which have been renovated since our last architectural survey, as these spaces may have an effect on the proposed area of work now being considered. We will use the drawings that we have already generated in the past as the basis for our work moving forward.

2. Preliminary Design

We will show how your goals and objectives developed in the previous phase will be incorporated into the proposed designs including:

- Explore how the established program can be accommodated in the existing building.

- Develop supporting plans and elevations as necessary to communicate the proposed design concepts to you.
- Show the spaces with any specific elements including fixtures, equipment, furnishings or other miscellaneous features that you may require.

3. Design Development

Based on approved preliminary designs, we will provide the following services.

- Make recommendations for retaining structural engineering consultants, MEP engineering consultants, and / or other consultants if and when required.
- Formalize our design drawings and begin to develop detailed floor plans, reflected ceiling plans, electrical plans, finish plans and interior elevations and detailing for your review and approval.
- Assist you with review, selection and confirmation of plumbing fixtures, built in millwork, door hardware, finish materials and miscellaneous accessories for the project.
- Provide approved reflected ceiling and electrical plans to your mechanical engineer for their use in preparing HVAC supply and return grille locations, sprinkler heads, fire protection and life safety devices, circuiting for general / night / emergency and electrical distribution lighting systems.

4. Construction Documents

Based on approved preliminary plans, design development concepts, material & systems selection, construction budget and schedule, we will prepare the following drawings and specifications for required building permits, contractor pricing and construction purposes.

Such drawings represent all **architectural** plans and specifications that will be reasonably necessary to complete the project, and shall generally include the following:

- **Cover Sheet** - indicating the project name, location plan, building code, drawing list.
- **General Notes & Conditions** – containing miscellaneous notes, specifications and other information related to the general scope of the project and standards for workmanship, performance, drawing conventions & nomenclature.
- **Construction Plans** – outlining the extent of architectural demolition / construction including items to be removed, new walls, framing, doors, windows, plumbing fixtures and other architectural components.
- **Reflected Ceiling Plans** - showing all ceiling construction including all suspended grid ceilings, drywall ceilings, soffits or coves, light fixtures and switching configurations
- **Power & Signal Plans** – showing all power receptacles, and any other special electrical equipment or telephone / data communications cabling requirements.
- **Finish Plans** – showing areas and / or architectural elements to receive new finishes including, floorings, walls, ceilings, trim, millwork, hardware and other miscellaneous specialty items.
- **Enlarged Floor Plans and Interior Elevations** - showing enlarged scale detailed views for highly finished spaces such as bathrooms, locker rooms, etc.
- **Sections and Details** – showing construction sections and details for all non-standard construction such as partitions, custom millwork, ceiling articulations, etc.
- **Schedules** – including door and hardware specifications.

Any other designs and / or drawings required from your mechanical engineer are considered beyond the scope of architectural services offered herein. We will coordinate with your consultants for inclusion of their drawings and specifications into a comprehensive project drawing package for permitting, pricing and construction purposes.

5. Construction Observation (Optional Services)

Once construction commences, we can provide the following construction observation services.

- Monitor the construction as we deem necessary to determine if the work is proceeding according to the general design intent indicated in the construction plans and specifications, and with the expected quality and workmanship.
- Attend periodic job meetings (weekly or bi-weekly recommended) at the site and will be available to the project team to answer questions about any particular aspect of the project.
- Review and process for general design conformance any contractor material submittals and shop drawings for off-site fabrications as may be required.
- Review and process Applications for Payment from the Contractor for both the work in progress and for final payments at completion of all work.
- Review and process requests for Change Orders from the Owner or the Contractor.
- Prepare a construction deficiency punch list for missing or incomplete items at the completion of the work and monitor its resolution with the Contractor.
- Prepare Certificate of Substantial Completion as may be required to receive Certificate of Occupancy from town.

III. Exclusions

Other architectural services not listed above, are excluded from the scope of services offered herein and will be considered additional services, including but not limited to the following items:

- Project Management, Construction Management or General Contracting services.
- Contractor Bid Analysis and Contract Negotiations.
- Board Meetings.
- Construction Observation and Field Reports.
- Project Scheduling or Estimating services.
- Civil Engineering, Landscape Architecture, or Land Surveying services.
- Mechanical, Electrical and Plumbing Engineering consulting services.
- Structural Engineering consulting services.
- Data, Communications, Audio / Visual and Security System consulting services.
- Furniture, Artwork, or Equipment Inventory.
- Moving Coordination, Packing or Relocation services.
- Hazardous Material Inspections, Testing, Reports and Remediation.
- Approving Agency Permit Applications, Submissions or Attendance at Public Hearings.

IV. Compensation

1. Hourly Fee

Based on the **Project Scope** described in **Section I**, and on the **Scope of Architectural Services** described in **Section II**, we recommend that you anticipate architectural fees in the range of 10 to 15 percent of construction costs. We propose tracking our time expended on behalf of the project and invoicing on an hourly basis at the rates listed below, plus all applicable taxes and reimbursable expenses.

Principal / Project Architect	=	\$220.00 / hour
CAD / Associate Architect	=	\$175.00 / hour
Technical Associate	=	\$125.00 / hour
Administrative Assistant	=	\$100.00 / hour

For the services described in **Sections II.1 (Existing Conditions / Functional Needs Program) and II.2 (Preliminary Design)** we recommended you anticipate fees in the range of \$10K to \$15K.

2. Retainer Fee

A retainer fee of \$10,000 will be required upon commencement of work. This fee will be retained for the duration of our services and will be subject to partial refunds applied with our invoicing at a time during the project when our services are nearing completion. Upon completion of services, any remaining portions of the retainer will be applied to our final invoice or refunded directly to you.

3. Additional Services

Our recommended fees are typically based on the amount of time we anticipate spending on the tasks described in the **Project Scope** and **Scope of Architectural Services** as defined herein. Substantial changes to the original scope, project duration, or to already completed phases of work, shall be considered additional services above and beyond the original scope. Such additional services shall also be invoiced on an hourly basis at our standard hourly billing rates, or we will request that our agreement be otherwise equitably modified accordingly.

4. Reimbursable Expenses

All reimbursable expenses will be invoiced to the Owner at our direct cost without mark up, and shall include, travel mileage @ \$0.58/mile, any outside drawing and document reproduction, special mailings or messengers and any in house CAD drawing plots @ \$5 / b/w sheet.

5. Invoices

We will submit invoices for work completed to date at the end of each month, or at the completion of each phase of work, at our discretion. Invoices will include a general description of the work completed, a listing of all personnel and time expended, total fees due and the cost for any reimbursable expenses. **All invoices submitted shall be payable upon receipt.**

V. General Conditions of Agreement

For the purposes of this Proposal Agreement, the term "Design Professional" shall mean **Architects' Guild LLC**, and the term "Owner" shall mean **Daniel Carter, First Selectman, Town of Bethel**. Daniel Carter, First Selectman, Town of Bethel, hereby appoints **Eric Swenson, Director of Public Works, Town of Bethel**, to act as representative in connection with the work to be provided by the Design Professional. Eric Swenson, Director of Public Works, Town of Bethel, shall have the right to appoint, in writing, other representatives as the project progresses.

Access to the Site

The Design Professional shall have access to the site at all reasonable times for activities necessary for the performance of services under this agreement, generally including, but not limited to normal business hours.

Areas Not Covered by Agreement

Any work the Design Professional is requested to perform in areas not specified in this Agreement shall be authorized by the Owner in writing and shall be invoiced to the Owner at the regular hourly billing rates established herein.

Assignment

Neither party to this agreement shall transfer, sublet, or assign any rights under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party.

Codes and Standards Compliance

The Design Professional shall exercise usual and customary care in their efforts to comply with all applicable building codes, regulations, and laws in effect as of the date of this agreement.

Construction Observation

When contracted to perform such services, the Design Professional shall visit the project site at appropriate intervals during construction to become generally familiar with the progress and the quality of the Contractor's work. The Design Professional shall determine if the work is progressing in general

conformance with the Construction Documents. The Owner has not retained the Design Professional to make detailed inspections or to provide exhaustive or continuous project review and observation services. The Design Professional does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work on the project. If the Owner requires more extensive project observation or full-time project representation, the Owner shall request that such services be provided by the Design Professional as additional services in accordance with the terms of this agreement.

Dispute Resolution

Both the Owner and Design Professional agree to resolve any claims or disputes arising out of or relating to this agreement first through negotiations between each party, and failing resolution, then through mediation in accordance with the current Construction Industry Mediation Rules of the American Arbitration Association, and failing resolution still, then through arbitration in accordance with the current Construction Industry Arbitration Rules of the American Arbitration Association.

Governing Law

The laws of the State of Connecticut will govern the validity of this Agreement, its interpretation and performance. Any legal actions arising in the way from this Agreement shall be brought in the courts of that State.

Guarantee

Any products, materials or finishes specified by Design Professional are subject to warranties and warranties offered by the manufacturer and supplier or by the general contractor, and not by the Design Professional.

Hazardous Materials

Both parties acknowledge that the Design Professional's Scope of Services does not include any services related to hazardous or toxic materials. The Design Professional will have no obligation or responsibility, financial or otherwise, to correct existing violations (including but not limited to conditions resulting from the presence of lead, mold, urea-formaldehyde foam insulation [UFFI], asbestos, radon gas, PCBs, carcinogens or any other potentially hazardous or toxic substances). In the event the Design Professional, or any other party encounters hazardous or toxic materials at the jobsite, or should it become known in any way that such material may be present at the jobsite or any adjacent areas that may affect the performance of the Design Professional's services, the Design Professional may at their option, and without liability for consequential or any other damages, suspend performance of services on the project until the Owner retains appropriate specialists, consultants or contractors to identify, abate and/or remove the hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

Hidden Conditions

In as much as remodeling, additions to, and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money, and/or destroying otherwise adequate or serviceable portions of the building, the Owner agrees that, except for negligence on the part of the Architect, the Owner will hold harmless, indemnify, and defend the Architect from and against any and all claims arising out of the professional services under this Agreement.

Job Site Safety

Neither the professional activities of the Design Professional, nor the presence of the Design Professional, or their employees and sub-consultants at a construction site, shall relieve the construction contractor, sub-contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, safety, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Design Professional and their personnel have no authority to exercise any control over any construction contractor or entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the Owner's

agreement with the contractor. The Owner also agrees that the Owner, the Design Professional, and the Design Professional's consultants shall be indemnified and shall be made additional insured under the contractor's general liability insurance policy.

Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and the Design Professional, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Design Professional and his or her sub-consultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the **total aggregate liability of the Design Professional and his or her sub-consultants to all those named shall not exceed the Design Professional's total fees paid at the time of such claims made, and not to exceed \$50,000 aggregate amount.** Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

No Warranty

The Design Professional makes no warranty, either expressed or implied, as to his or her findings, recommendations, plans, specifications, or professional advice. The Design Professional has endeavored to perform the services pursuant to generally accepted professional standards of practice in effect at the time of performance.

Opinions of Probable Cost

In providing opinions of probable construction cost for budgeting purposes, the Owner understands that the Design Professional has no control over the costs or the price of labor, equipment, or materials, or over the Contractors' methods of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of the Design Professional's qualifications and experience. The Design Professional makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

Ownership of Instruments of Service

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Design Professional as instruments of service shall remain the property of the Design Professional, unless otherwise mutually agreed upon. The Design Professional shall provide the Owner with record copies of all instruments of service (CAD files, plans, spreadsheets, etc.). Such documentation shall not be reused without the expressed written consent of the Design Professional. The Design Professional shall retain all common law, statutory and other reserved rights, including copyright thereto.

Payment for Additional Services

Our recommended fees typically are based on the Project Scope of work and the amount of time we anticipate spending on the tasks described in the Scope of Services as defined herein. Substantial changes to the original Project Scope or Scope of Services, or to already completed phases of work, shall be considered as additional services, and shall be invoiced on an hourly basis at the standard billing rates.

Project Betterment

If, due to an error or omission by the Design Professional, any required construction item or component of the project is omitted from the Design Professional's construction documents, the Design Professional shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Design Professional be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

Standard of Care

Services provided by the Design Professional under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Suspension of Services

If the project is suspended for more than thirty (30) calendar days in the aggregate, the Design Professional shall be compensated for services performed and charges incurred prior to receipt of

notice to suspend and, upon resumption, and equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension.

Termination

Either the Owner or the Design Professional may terminate this Agreement at any time, with or without cause, upon giving the other party fifteen (15) calendar days prior written notice. The Owner shall within thirty (30) calendar days of termination pay the Design Professional for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Proposal.

Third Party Beneficiaries

Nothing contained in this Proposal shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Design Professional. The Design Professional's services under this Proposal are being performed solely for the Owner's benefit, and no other party or entity shall have any claim against the Design Professional because of this Proposal or the performance or nonperformance of services hereunder.

Waiver for Consequential Damages

In recognition of the relative risks and benefits of the project to both the Owner and the Design Professional, both parties agree to waive claims against each other for consequential damages, arising out of or relating to this contract, and neither the Owner nor the Design Professional will be held responsible for any consequential damages whatsoever due to any alleged failures by either party, regardless of the nature.

We are pleased to submit this Agreement and have endeavored to address the subjects requested, and others we thought relevant. If this Proposal Agreement is acceptable, please indicate your agreement by signing and returning this signed page with the requested retainer fee to our office. The terms of this Proposal Agreement shall remain valid for a period of 30 calendar days.

Thank you again for the opportunity to submit this proposal and we look forward to working together with you on this interesting project.

Architect: Peter Eckert
Architect's Guild LLC

Owner : Daniel Carter, First Selectman
Town of Bethel

and / or

Eric Swenson, Director of Public Works
Town of Bethel

Date:
