

March 20, 2023

Mr. Demian A. Sorrentino, AICP, CSS
Planning Director
Town of Colchester
127 Norwich Avenue
Colchester, CT 06415

**Re: Proposal for Professional Services;
Town Green Bandstand Refurbishment Concept Sketches**

Dear Mr. Sorrentino:

Thank you for the opportunity to provide this proposal for architectural conceptual design services for the refurbishment of the existing Bandstand (Gazebo) located on the Town Green.

The scope of the work:

The intention is to renew the existing Bandstand to a state similar to original with trim, siding and post elements matching the original where possible. This will not be designed as a restoration. Issues of security and transparency, minimizing the existing utility closet and materials selections to be addressed/incorporated in the concept.

Structural reinforcing and architectural detailing are excluded from this phase and would be considered part of a design development/construction documents phase, TBD.

- Brewster|Architects (B|A) will be a Prime Consultant to the Town of Colchester.
- We will provide three sketch plan and elevation renderings necessary to describe the scope:
 - One (1) of the original design based on historic documentation.
 - One (1) of the current configuration based on field documentation.
 - One (1) of proposed refurbishment that addresses the issues raised by the Historic Commission members.
- ADA compliance will be discussed and incorporated as directed by the Town.
- Attend maximum of two (2) design and presentation meetings.

Exclusions + Qualifications

This Proposal includes only Architectural Consulting services for the proposed project and specifically excludes the following:

- ADA Compliance except as Code required for the specific building outlined above.
- Code issue resolution not specifically pertaining to the scope of this project.
- Work related to Hazardous Materials (lead paint, asbestos) / abatement.
- Site and Civil Engineering, Survey and Landscaping design.
- Structural, Electrical, Plumbing, Mechanical or Fire Protection Engineering.
- Acoustic Design.
- LEED certification, documentation or project submittals.
- Design Development, Construction Documents, Construction Administration.
- Detailed cost estimates, Life cycle cost analysis, Value Engineering.
- Printed documents for coordination, milestone reviews, etc. At midpoint and the conclusion of the concept phase, we will be providing a single electronic format set of our documents. We will not be providing the final printing of the Documents. Only internal in-house progress printing is included within our fees. Any additional sets of documents will be considered to be a reimbursable expense.

Contact

William W. Brewster, RA
Principal
email: wbrewster@brewsterarchitects.com
Brewster|Architects, LLC
111 Oliver Road
Lebanon, CT 06249
860.642.9907

Fee

The fee proposal is based on an estimate of the number of hours required to invest in the project.

<i>Fee by Phase:</i>	
Field Measure and documentation	\$1,400
Concept Design Sketch Renderings, Design Meetings	\$3,400
Total	\$4,800

Hourly Rates:

<i>Title</i>	<i>Standard Rate</i>
Principal Architect	\$ 125.00/hr.
Project Architect	\$ 110.00/hr.
Draftsperson	\$ 95.00/hr.
Clerical	\$ 65.00/hr.

Reimbursable Expenses

Travel, Printing and plotting are a reimbursable expense to be billed per the rate schedule indicated below.

<i>Item</i>	<i>Standard Rate</i>
Expense of Postage + Express Delivery	At Cost
Expense of Printing Costs	Commercial Printing at Cost x1.15
Renderings, Models and Mock-ups	Not Included. Can be provided as Additional Service, to be Determined per Requirements

Again, thank you for the opportunity to provide this Proposal.

Please contact me if you have any questions, or wish to discuss the fee further. If you find this proposal satisfactory, please return a signed copy to me at your earliest convenience.

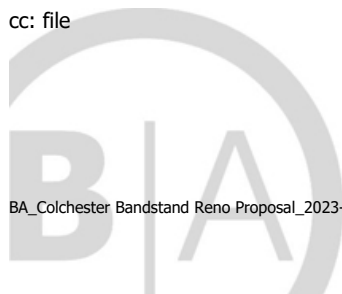
Sincerely,
BREWSTER | ARCHITECTS

William W. Brewster, RA [LEED AP]
Principal

Accepted by: _____
Demian Sorrentino, AICP, CSS
Town of Colchester, Connecticut

cc: file

Date: _____



STANDARD TERMS + CONDITIONS OF AGREEMENT BETWEEN ARCHITECT + CLIENT

BREWSTER|Architects, LLC (Identified as "B|A" throughout *this* document) shall perform the services outlined in *this* agreement for the stated Fee Arrangement.

DEFINITIONS

The Client is the person or entity entering into the professional service contract with B|A.

ACCESS TO SITE

Unless otherwise stated, B|A will have access to the site for activities necessary for the performance of the services; B|A will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage, unless otherwise agreed upon.

PROFESSIONAL FEE

Our fees for providing the Basic Services (the "Base Fees") will be charged as outlined in the Proposal Letter. The Base Fees exclude reimbursable expenses and tax, if applicable, and cover only the provision of the Base Services. Any Additional Services will require fees in addition to the Base Fees and are outlined in the Proposal Letter. Additional Service fees will be charged to the Client only when B|A has been directed in writing by the Client to provide Additional Services. The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses are in addition to the Scope of Services Fee Arrangement. Reimbursable expenses include: Portal to Portal mileage at current IRS rate per mile, toll charges: travel expenses, car rentals, plane charges and hotel accommodations: FedEx, UPS, etc. mailing charges: Photos for recording project conditions. Printing of contract documents inclusive of drawings and specifications.

INVOICES

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Unless a billing schedule is agreed to prior to project commencement, invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and B|A may without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoices. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the client shall pay cost of collection, including reasonable attorney's fees.

INDEMNIFICATIONS

The Client shall indemnify and hold harmless B|A, its sub-consultants and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except B|A) or anyone for whose acts any of them may be liable.

HIDDEN CONDITIONS

A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If B|A has reason to believe that such a condition may exist, B|A shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition, and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) B|A has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and shall not be responsible for the existing condition nor any resulting damages to persons or property.

OPINIONS OF PROBABLE COST

Providing Opinions of Probable Cost is not part of our Basic Services. If mutually agreeable to B|A and the Client, we will perform these services as an Additional Service.

MEETINGS

The Base Services set out in the Proposal Letter shall cover participation at the number of design and/or project meetings specified in the Proposal Letter. A Project Meeting is considered to be any meeting requiring up to two hours of participation by B|A staff. A Design Meeting is considered to be any meeting requiring up to four hours of participation by B|A staff. Any participation by B|A staff in meetings, site visits, conference calls, or other project-related events beyond what is stipulated within the Base Services may be considered an Additional Service.

CERTIFICATIONS

Providing certifications to lenders or others is not part of our Basic Services. If mutually agreeable to B|A and the Client, we will perform these services as an Additional Service.

BREWSTER | ARCHITECTSLLC

111 Oliver Road | Lebanon, Connecticut 06249
860.642.9907

RECORDS RETENTION

We will generally retain record copies of plans and specifications for a period of 8 years following the date of this proposal during which period copies of the documents will be made for the Client, at the Client's request and expense including technical and administrative costs associated with gathering the material.

TERMINATION OF SERVICES

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay B|A for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

RISK ALLOCATIONS

In recognition of the relative risks, rewards and benefits of the project to both the Client and B|A the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, B|A's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of *this* agreement, from any cause or causes shall not exceed the total amount of \$50,000.00, the amount of B|A's fee (whichever is lesser) or other amount agreed upon when added under Special Conditions. Such causes, include, but are not limited to B|A's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

OWNERSHIP OF DOCUMENTS

All documents produced by B|A under *this* agreement shall remain the property of B|A and may not be used by *this* Client or anyone else for any other endeavor without the written consent of B|A.

APPLICABLE LAW

Unless otherwise specified, *this* agreement shall be governed by the laws of the principal place of business of B|A.

