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Giusiana Architects & Engineer

Tuesday, August 15, 2017

Town of Pendleton
6570 Campbell Blvd
Lockport NY 14094

Attention Joel Maerten, Town Supervisor

email: <jmaerten1@gmail.com>

Phone: 716 625-8833

Sub: Architectural and engineering services
Location **Town Hall, Courts addition**

To The Honorable Supervisor Joel Maerten:

Thank you for contacting our office and requesting this quote. We look forward to working with you on your Town court room addition to the Town Hall building. We propose to provide three versions proposed: 1.) an addition to the existing court room space 2.) An addition on the existing large town hall meeting room 3.) some other yet to be determined solution to the problem you are facing with your currently undersized and poorly laid out court room space. We will develop designs that best represent the three best alternatives to your needs. Giusiana Architects and Engineer have the conceptual thinking, design development and technical skills to help you determine the best solution and bring it to an exciting and functional reality.

Company History

Giusiana Architects and Engineer were founded by John Giusiana, AIA and Joseph Giusiana, PE in 1984, As Giusiana Architect and Engineer and became Giusiana Architects and Engineer in 1989 when David Giusiana, AIA was added as full partner. Serving Western New York, in its over 30 year history Giusiana Architects and Engineer have provided personalized service to its commercial and residential clients. Commercial clients have ranged from large industrial projects to small retail shops. The focus of the commercial projects has been hospitality projects; currently we are in design of two restaurants and are working on a large scale addition to a motel. Over the years we have

provided architectural design services to the Town of Lewiston, including Master plans for the Town hall renovations, work at the Town Highway garage as well as preliminary design for the Town recreation center and other smaller projects. Due to our firm make up of two architects and one engineer we are able to provide complete architectural, site and engineering (MEP) services in house. Although we are a boutique firm we provide presentation and technical skills to our clients far superior to firm's much larger in size.

Portfolio and references: We can make arrangements with our previous clients for tours of our completed projects.

Scope of work/ Fee Structure

Field Survey and Document phase

- a. We will visit the site, and photograph existing
- b. We will coordinate all drawings, cad files and other specifications copies of the original structure.
- c. Provide field notes and observations
- d. develop of 3d model of the existing building and the immediately site around the building

Preliminary design

- a. Develop a preliminary layout of an addition to the existing court room space including judge's bench reconfiguration, seating arrangements and possible modifications to the existing judge's offices and support space to provide a comprehensive solution to the project.
- b. Develop a second layout of an addition to the existing Town hall large meeting room including all Judge offices, bench arrangement , seating arrangement and bathrooms as well as other support spaces.
- c. Develop a third scheme, (still to be determined) , which provides an alternative solution to the court room problem
- d. Develop 3d model of all three schemes including interior images of each.
- e. Develop preliminary interior finish material selection
- f. Develop order of magnitude cost estimate for each of the three proposals.
- g. At this point we will review these drawings with you and receive comments

Deliverables: pdf and jpg of images and if requested hard printed copies of same reproduction costs by owner

Fee Breakdown

1. development of existing floor plans and 3d model	\$1200
2. design alternative 1	\$1000
3. design alternative 2	\$1000
4. design alternative 3	\$1000

Total preliminary design Fee: lump sum \$4200

At this point we assume that the project schedule will slow, as you, search for sources of money to pay for the project, including grants and other funding sources. Upon successful funding of the project we will reengage the project and provide complete architectural and engineering services to fulfill the construction of this project.

We assume at this point one of the three preliminary design alternatives will be selected and only one alternative will be developed at the design development phase.

Design Phase

- A. From your comments we will revise the preliminary drawings and will prepare a revised drawing for your review, which will include floor plans and interior perspective view of all the various spaces. We will review these drawing with you
- B. We will revise the interior plans to reflect comments and concerns from your comments we will revise the drawing to and review these revisions with you prior to beginning construction documents.
- C. At this point an occupant load can be defined and a parking requirements will be determined ,
- D. We will develop a site plan for submission to the Town
- E. We will submit these drawings to the Town for preliminary review and their consideration. We will meet with the building department to obtain approval for this work.
- F. We will meet with Town legal consul if required
- G. We will provide exterior drawings showing exterior and proposed signage as required by Town
- H. We will provide interior 3d design services including wall and ceiling colors or patterns, floor material and color selections, all interior trim; door finishes and frame colors, etc. These material selections will be generated from a limited palette of materials which meets the expected overall build out budget.

- I. We will review these selections with you to generate a room finish schedule.
- J. We will generate final exterior perspective and rendering as well as site and grading plans as required for submission to the Town for planning board approval exterior renderings will show all site development including building , patio, parking , signage lighting and landscaping
- K. We shall fill out the required SEQR forms (state environmental quality review act)
- L. All storm water calculations and Storm water and prevention control submission shall be provided by a consultant, if required.
- M. We will attend the Town planning board and Town Council meeting to submit for approval for your project
- N. All Town fees will be paid by you.

Fees are to be determined at the start of the work as defined by choice of design alternative.

Construction documents phase addition

This phase encompasses the creation of appropriate documentation for use by contractors to obtain a building permit to effect construction. The following is a list of documents we will generate for this project.

- A. Floor plans
- B. cross sections
- C. Interior detail
- D. Electrical plans including lighting
- E. Interior elevations
- F. Door schedule
- G. window schedule
- H. Exterior door details if required
- I. Full ADA compliance bathroom layouts and details
- J. Elevations of exteriors
- K. Foundation plans
- L. Cross sections
- M. Door and window details
- N. All mechanical plans (HVAC schematic plans only)
- O. lighting layouts
- P. Millwork details and other casework details as required
- Q. All plumbing plans, relating to bathrooms, drinking fountains, etc.
- R. sprinkler schematic drawings
- S. Performance specifications for sprinkler and fire safety systems

All work necessary to secure a building permit from the Town will be provided including the building code compliance checklist and energy calculations

Fee for construction documents, bidding and contract phase as well as contract administration phase to be determined by choice of design alternative

Bidding, addenda and Contract Award Phase

- a. Bidding will be handled directly by the town
- b. we will answer all contractor questions in providing you a complete quote for the construction work
- c. we will consult with you as requested to aid you in securing sub-contractors to do this work

Contract Administration Phase

Contract administration services are performed for a single general construction contract. For the purposes of this proposal we will assume a 6 month construction period.

- a. Contract administration shall consist of 10 (ten) visits to the site during the construction period, determined by intensity of construction, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Documents. A reasonable amount of telephone coordination will also be available.
- b. The architect shall:
 - i. Provide interpretation and clarification of drawings to the owners and its Contractors
 - ii. Review shop drawings and issue reviewed copies within 10 days
 - iii. Review and approve Contractors applications for Payment
 - iv. Review and approve Contractor change orders as required
 - v. Provide two punch list inspections to close out the project.

Final Site visits:

When notified we will provide one punch list walk through and develop a punch list of items to be completed by the contractor. When notified by the contractor that this work is complete we will provide one additional walk through to certify completion of the construction contract. Any additional punch list site visits will be billed at our hourly rate, of \$75.00 per hour, billed

from door to door. Our travel time from our office to the site is approximately 20 minutes.

Deliverables: we will provide all drawing via pdf format and all printing costs will be the responsibility of the owner.

Schedule: we understand you are eager to get going and as we discussed we can begin this project immediately

Hourly rates for extra work if scope is approved by owner

Architects \$100.00 an hour

Cad drafting \$40.00 an hour

Please feel free to contact me to discuss this proposal, if there are other issues you feel we did not address, we can discuss them and revise this quote as required.

Sincerely,



Giusiana Architects & Engineer

David Giusiana, RA Partner/Architect

I as representative of the owner hereby authorize Giusiana Architects to perform the aforementioned work at the agreed upon price stated herein.

Name: _____ Date _____

Additional Services

This is a standard list of additional services we include in all our proposals.

Our scope of work does not include the following; however, we will be able to provide you many of these services at additional fees. Some of these listed services we do not or cannot provide to you.

1. Coordination of US Army Corp of Engineers Wetlands Mitigation/Investigation and/or forms required by the process
2. storm water calculations, storm water and pollution prevention control submittals
3. Preparation of power lighting energy budgets, (we do provide the NYS energy Code forms as par of the basic services).
4. Costs to furnish land surveys including boundary, topographical and existing utilities and tree surveys. Note: Coordination for you to contract directly for these services is included.
5. soil testing and investigation (including soil borings and or test pits and soil toxicity tests)
6. Special foundation design
7. Design of backflow preventors connected to municipal water services
8. communication systems and telephones
9. submissions for certification to utility companies or authorities
10. rezoning and or variance processes
11. Detailed interior design in excess of that mentioned before, interior decoration and artwork selection.
12. presentation boards for colors , materials and products selected
13. revision to redesign to attain a specific construction budget
14. Quantitative Cost budgeting and estimates
15. septic system design
16. reproduction and copies
17. Services related to treatment or asbestos, lead based paint or other hazardous material at the site or in the existing building.
18. service related to shoring or improving existing structures

Appendix "A"

General Conditions Excluding Services during Construction

It is mutually understood and agreed that this agreement shall be binding upon the Owner and its successors and assigns and upon Giusiana Architects and Engineer (Giusiana) its successors and assigns. Neither party shall assign nor transfer its interest in this Agreement or any part thereof without consent of the other party.

Giusiana will prepare the drawings and specifications in a timely manner but it agreed between the parties to this agreement that Giusiana cannot be responsible for delays occasioned by factors beyond its control, nor by factors that could not reasonably have been foreseen at the time this agreement was prepared and executed.

Giusiana will prepare the Drawings and specifications in accordance with generally accepted design practices and makes no other warranty, either expressed or implied as part of this agreement.

The Owner and Giusiana Architects & Engineer have discussed the risks, rewards and benefits of the Project, Giusiana Architects and Engineers total fee for services and have allocated the risks such that the owner agree that to the fullest extent permitted by law Giusiana Architects and Engineer's total liability to the owner for any and injuries, claims, losses. Expenses, damages or claim expenses arising out of this agreement from any cause or causes including but not limited to Giusiana Architects & Engineer's negligence, errors omissions, strict liability, and breach of contract or breach of warranty shall not exceed the total compensation received by Giusiana Architects and Engineer under this agreement.

During the performance of services within this agreement the scope of Giusiana's services and compensation thereon may be adjusted by mutually agreed Change orders to this agreement.

Giusiana shall not disclose or permit the disclosure of any confidential information except to its employees

The owner and Giusiana further agree to include a similar mediation provision in all agreement with independent contractors retained for the project and to require all independent contractors and consultants also to include similar mediation provisions in all agreement with sub contractors, sub consultants suppliers or fabricators so retained, thereby providing for mediation as the primary method for disputes resulting

In the event resolution of any conflict cannot be settled as a result of non-binding mediation, claims, disputes or other matters, it will be redressed in an appropriate court of proper jurisdiction.

All original drawings, specifications masters, report masters, work sheets and field sheets are and remain the property of Giusiana Architects & Engineer as instruments of service. It is understood and agreed that the calculations, drawings and specifications prepared are sole ownership of Giusiana Architects & Engineer.