



ROCHESTER OFFICE
387 East Main St
Rochester NY 14604
585 232 8300
rochester@swbr.com

Architecture
Graphic Design
Interior Design
Landscape Architecture
Structural Engineering

December 8, 2023

Mr. Lou Alaimo
Brighton Central School District
2035 Monroe Avenue
Rochester, NY 14618

Re: Brighton Central School District (CSD) – Council Rock Primary School (CRPS) - Phase 2 – 2024 Capital improvement Project (CIP) Pre-Referendum, and Hazardous Materials Testing
SWBR Proposal No. 22042.69

Dear Lou:

SWBR is pleased to submit this proposal to provide architectural and engineering services for the Brighton CSD – CRPS – 2024 CIP Phase 2 Pre-Referendum, and Hazardous Materials Testing. The following is based on the April 26, 2023 CRPS Phase 1 Post Occupancy Educational Environment Evaluation meeting, October 17, 2023 Post Concept Review meeting, and the October 25, 2023 Site Walkthrough meeting. A separate 2024 CIP agreement will be provided based on the agreed upon scope of work determined by the Pre-Referendum process.

Scope of Project

The intent of the Pre-Referendum process is to provide the District with necessary pre-design information and to complete the required pre-design procedures prior to Project Referendum and design. It is also the intent of the Pre-Referendum process to provide the Brighton CSD community with an appropriate and effective level of information to base their decision on upon referendum time. It is anticipated that the District will decide on a single preliminary design concept early in Pre-Referendum with a preliminary CIP Referendum/Public Vote, May 2024. An October 2024 Referendum Vote is also an option. If an October Referendum Vote is decided by the District during the pre-referendum process, then any additional services required by scope or schedule change will be provided as an additional service to this agreement. Additional services and associated fees will be presented to and agreed to by the District before proceeding. The agreed upon Preliminary CIP scope of work will be determined by the Pre-Referendum process.

Scope of Services

This proposal is based on the following services that will be provided by SWBR and Marathon Engineering. Hazardous Materials Testing will be provided by Watts Engineering:

2024 Capital Improvement Project – CRPS Phase 2: Pre-Referendum:

- a. Verify existing building conditions
- b. Review Maximum Cost Allowance (MCA), and anticipated Capital Reserve with the District's financial advisor
- c. Provide two conceptual level floor plan options
- d. Provide conceptual level/cost per square foot basis estimate
- e. Coordinate conceptual level estimate with Construction Manager
- f. Provide one Pre-Referendum public input meeting to determine scope of work from two preliminary/conceptual options

- g. Finalize Pre-Referendum scope of work
- h. Provide one Pre-Referendum Board of Education informational meeting
- i. Provide one staff informational meeting
- j. Provide Agency update meetings, if necessary (one for each group):
 - County – Transportation (DOT), Department of Health
 - Town – Parks and Recreation, Building and Planning, Highway and Sewer, Fire Marshal, and Town Supervisor
- k. Submit CIP Letter of Intent (LOI) to SED
- l. Provide large scale presentation boards
- m. Provide 3-D and photorealistic renderings of significant renovation area scope of work
- n. Provide design assistance with CIP newsletter
- o. Provide exterior west playfield and east hardscape playfield improvement narrative, 2-D conceptual layouts, coordinate playground equipment graphics, modeling, and equipment specifications (provided by Marathon Engineering)
- p. Assist with CIP SEQR Process – Assumes Type 2 Action (provided by Marathon Engineering)
- q. Prepare Short Environmental Assessment Form (EAF) Part 1, if necessary (provided by Marathon Engineering)

Hazardous Materials Testing:

- a. Provide limited pre-renovation hazardous materials survey (Asbestos/Lead-Based Paint/PCB Caulk/Sealants) at CRPS East, West, and South wings, and roof areas identified by the BCS for replacement within the 2023 CIP
- b. Provide Hazardous Materials Survey Report and review with the District

Schedule:

July-December 2023	Conceptual Design Options Review
July-December 2023	Rough Order of Magnitude (ROM) Budgets Review
January 2024	Finalize Project Scope and Budget
January 2024	Public Input Meeting
February 2024	Begin SEQR Process
March 2024	45 Day Legal Notice Advertisement Period Begins
March 2024	Public Informational Meetings
April – May 2024	Referendum Publication Materials Distribution
May 2024	CIP Referendum

Compensation Proposal

We propose to complete the work outlined above for a Lump Sum of \$61,000 (Sixty-One Thousand Dollars).

The following breakdown is per phase:

2024 CIP – CRPS Phase 2: Pre-Referendum	\$44,000
Limited Pre-Renovation Hazardous Materials Survey	\$17,000
Total Lump Sum Fee	\$61,000

There will be additional costs (estimate \$1,900) for reimbursable expenses such as:

- Cost of printing drawings and specifications
- Postage / deliveries
- Mileage and tolls

Not Included in Services, but can be provided at additional cost if required:

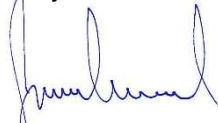
- Civil engineering services
- Geotechnical engineering services
- Topographical surveys
- More than two conceptual floor or site plan layouts
- Furnishings, fixture & equipment selections (FF&E)
- Destructive/Exploratory Environmental Testing
- Traffic Impact Analysis
- SEQR – Type 1 - Coordinated review process
- Detailed cost estimating

Form of Agreement / Terms & Conditions

If you find our proposal acceptable, please sign below and return one copy to our office. We will use this agreement to begin work. SWBR Standard Terms and Conditions shall apply except as modified above.

We look forward to continuing our work together. We appreciate your ongoing confidence in SWBR.

Sincerely,



Joseph C. Kosiorek, AIA, Ed.D.
Senior Associate | Education Planner



Steven V. Rebholz, AIA
Principal

JCK/pmv

Agreed:

Mr. Lou Alaimo
Brighton Central School District

Date

Enclosures: SWBR Standard Terms & Conditions of Agreement

cc: Sheri Seitz, SWBR Controller



Terms and Conditions of Agreement

1. Professional Services

- **Fixed Fee Projects:** Billings are based on the percent complete of each phase of work.
- **Hourly Projects:** Billings are based on hours worked, including travel time. Where an estimated total has been given, it is provided solely to assist you in project planning.
- **Overtime:** Overtime services will be provided on your advance authorization at 1.5 times our hourly rates.

2. Estimated Fees & Services

Our proposal is valid for 30 days. Should you ask us to begin work before executing an industry standard agreement (see *Section 3 below*), you agree that our proposal and these terms and conditions will serve as the contract between us (the "Agreement") subject to amendment if we both agree to execute a standard agreement.

3. Standard Agreements

Unless specifically noted in our proposal, we will prepare an industry standard agreement between Owner and Architect for execution by the parties. If the standard agreement is not signed, then our proposal and these terms and conditions will serve as the agreement. If you propose the use of a contract other than the standard agreement mentioned above, SWBR reserves the right to charge for legal fees we incur in reviewing and/or negotiating these non-standard agreements. Any such industry standard agreement shall require the parties to incorporate an exhibit thereto containing terms and conditions governing the development and use of digital data and building information modeling amongst Project participants, such as the AIA Document E203-2013 Building Information Modeling and Digital Data Exhibit, or similar document.

4. Owner's Responsibilities

You agree to provide complete physical information about the site and/or building and any legal, accounting, and insurance requirements as requested. You agree to credit us in publicity involving the project design.

5. Invoices

You will receive an invoice monthly for services performed during the previous month. Payment is due on receipt. Interest will be payable after 30 days at the maximum rate allowed by law. If legal services are used to collect outstanding invoices, all costs including attorney's fees will be paid by you. You agree we may suspend our work without notice at any time if your account is past due 30 days from the date of billing.

6. Delay in Signing Agreement

If you do not execute this proposal or any other written agreement with us, SWBR reserves the right to withhold services, including delivery of sealed or stamped drawings to you until the proposed agreement is executed.

7. Reimbursable Expenses

Reimbursable expenses such as photocopies, reprographic services, shipping, deliveries, travel, photography, outside consultants, and services (not included in Basic Services), renderings, models, and any additional insurance you request will be billed at our cost plus 10%.

8. Change of Scope / Contract Duration

Our fee is subject to equitable adjustment by negotiation if agreed scope is changed or our services are not completed within 12 months.

9. Additional Services

These are services beyond those agreed to, including among others, our revisions due to adjustments modifying project scope, quality, funding resubmission services, or budget. Additional Services and related costs will be billed at our hourly rates and our consultants at their hourly rates plus 10%.

10. In-House Special Services

We can provide at your authorization and cost, interior design, structural engineering, landscape architecture, visualization, environmental graphic design, and artwork consultation.

11. Design/Build

You may solicit Design/Build proposals for plumbing, mechanical, and electrical work based on our documents, understanding that you will be responsible for all engineering computations,

Terms & Conditions of Agreement

certifications, code compliance, and the coordination of this work. Our review of such Design/Build work is solely for compatibility with our design intent.

12. Review of Submittals

Corrections or comments made on the submittal during this review do not relieve the contractor from compliance with requirements of the drawings and specifications and applicable laws, codes and regulations. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner.

13. Change Orders

We will prepare change orders, which result from our errors and omissions for your approval without charge. All others are an additional service. You acknowledge change orders can be anticipated during construction of projects, especially those constructed by the Construction Management or Fast Track method where our design and coordination services may be out of conventional sequence.

14. Use of Architect's Drawings

Our drawings and specifications are instruments of service solely with respect to this project. As author, we retain copyright, common law, and statutory rights. You may retain copies for reference, but may not use these on other projects or to complete this project without us unless a court finds we have materially breached our obligations.

15. Standard of Care

Our services will be performed in a manner consistent with that degree of care and skill ordinarily exercised by design professionals practicing under similar circumstances at that same time and in the same locality.

16. Dispute Resolution

Claims and disputes relating to our services shall be resolved by mediation or litigation.

17. Limitation of Liability

For any damage or costs to you resulting from our errors, omissions, or other professional negligence, you agree to limit our liability for your damages to a single aggregate sum not to exceed \$50,000 or our fee, whichever is less.

18. Contractor and Subcontractor Indemnities

You will require any contractor or subcontractor performing work on the project to hold harmless and indemnify you and SWBR, along with your and SWBR's officers, directors, and employees from all claims resulting from the contractor's or subcontractor's negligence in the performance of the work.

19. Mutual Indemnity

We both agree, to the fullest extent permitted by law, to indemnify and hold harmless the other, along with each other's officers, directors and employees against all damages liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, or the consultants, or any party for whose acts the indemnifying party is liable.

20. Termination & Suspension

Our Agreement may be terminated by either of us upon 7 days written notice should the other materially fail to perform by these agreed terms. You agree that failure to make payments when due hereunder is a material failure to perform. In the event of termination or project suspension, you agree to pay us for services and reimbursables due.

If you suspend the project for more than 3 months, we reserve the right to re-negotiate the balance of our fee to reflect current personnel and project re-start costs. Should our services be terminated without breach of our obligations, you agree (a) we are hereby released from any and all liability for the work performed by us and our consultants, and (b) you are obliged to pay us termination expenses in an amount equal to 20% of our remaining fee as of the time of such termination or forfeit any uncredited balance of the initial payment.

21. Insurance

We maintain Worker's Compensation, Professional Liability, and General Liability Insurance coverage. We will furnish copies of insurance certificates at your request. The purchase of additional insurance or being named as additional insured is considered a reimbursable expense.

22. Facsimile Signatures

Facsimile signature shall be sufficient unless originals are required by a third party.

Terms & Conditions of Agreement

23. Successors & Assigns

You and we agree respectively to bind ourselves, our successors, and our assigns to the terms of our Agreement. We may assign this agreement only to an SWBR-controlled entity if necessary for compliance with professional registration laws. Otherwise, you and SWBR agree that neither party to this Agreement shall assign any rights or interest under this Agreement without the prior written consent of the other.

24. Choice of Law

This Agreement shall be governed by the laws of the State of New York