

SECTION I

SCOPE OF WORK

Client:

Village of Croton-on-Hudson
Attn: Frank Balbi, P.E., Super. Of Public Works
1 Van Wyck Street
Croton-on-Hudson, NY 10520
fbalbi@crotononhudson-ny.gov

Architect:

Sullivan Architecture, PC
31 Mamaroneck Ave.
White Plains, New York 10601

It is our understanding that it is the intention of the Village of Croton-on-Hudson (the Village) to improve and expand the former Residence at Gouveia Park, 1300 Albany Post Rd, Croton-On-Hudson, NY 10520. The program is based upon initial information and discussions with the Village, representatives as follows:

- Design of two a (2) story addition, approximately 16 feet onto the existing south side/apron, to accommodate the expansion of the footprint to support the relocation of the parks department office and activities.
- Renovate the second floor to create open areas for events.
- The facility will require new ADA upgrades that include an elevator and compliant ADA toilet facilities along with compliant drinking fountain and kitchen/pantry facilities.
- Review previously prepared reports; drawings of the facility and proposed improvements; site plans and any other documents available that are to be considered for future uses.
- This proposal is based upon 'CAD' documents and an as-built survey provided by the Client to Sullivan Architecture (SA). Therefore, at this time, field measurements, drafting, and elevations are not required to be provided by SA. However, should existing documents be insufficient, SA services and fees for this work will be as noted on Page 5 / Compensation.

SECTION II**SCOPE OF SERVICES****SERVICES**

The following is an outline of architectural services that SA proposes to address the program. Mechanical and structural engineering services are not included. Future Phases of service, once established, will include these engineering disciplines. We will advise the Village should the services of other consultants be required. Such services may include; civil engineering, landscape architecture and environmental consultants.

PHASE I - PRE-DESIGN SERVICES:

1. SA will begin this phase by meeting with the Village and all stakeholders as invited by the Village to confirm the goals and project program to verify specific program needs and spatial requirements. This should include both immediate and future needs of the departments and Village.
2. SA shall visit the proposed location and conduct a walk-through/site visit to become familiar with the space, site and immediate context.
3. We will observe the site conditions and photograph the building areas being considered and prepare a set of existing condition floor plans and exterior elevations which will serve as a basis for design studies. We will also include site opportunities and prepare building floor plans. Note: The client shall provide copies of all existing building documents and site plans in CAD format.
4. We will review previously prepared reports for our understanding of department operation and spatial needs.
5. The existing HVAC, plumbing, electrical and structural systems will be **observed** for their abilities to accommodate any alterations or expansion. This will not include studies of these systems – only to observe any clear conflicts. The Village will handle change of existing septic to a forced main and provide new electrical service if required. The initial design assumption is to remove existing oil fired boiler and transition to electrical heat pump system and electric on demand hot water systems as designed by others.
6. The Village will provide copies of an updated as-built survey map to be prepared by a surveyor (to include topography, utilities, etc.), also in CAD format.
7. SA shall prepare a zoning review based upon the Village zoning ordinance to outline the zoning requirements (i.e. setbacks, use permits, etc.) if applicable.

SECTION II

SCOPE OF SERVICES

PHASE II – SCHEMATIC DESIGN ALTERNATES:

Based upon a review of the project program identified in Phase I services, SA shall prepare design alternates to illustrate opportunities (and constraints) of the project.

1. Initially, we will prepare a design presented in **sketch** format and will include building floor plans and a site plan, as well as alternative plans (if applicable) to provide design options.
2. We shall conduct a design review session meeting with the Village and stakeholders to review the initial designs and discuss any comments and requests to combine two or more plans to meet the project program.
3. Following the Village's selection of the initial design option, we will prepare a final set of schematic design documents, to include floor plans, an exterior front elevation, and site plan. All drawings will be rendered for presentation.
4. A statement of estimated conceptual budget will be presented for the design. This will include construction and miscellaneous other costs, based upon general area costs with any annual escalations. This will not include "line item" costs.
5. A final review meeting and presentation with the Village and stakeholders will be conducted.

SECTION II

FUTURE SCOPE OF SERVICES

The following Outline of Services shall be provided upon the Villages Authorization to proceed with the project, at which time we will amend this agreement accordingly.

PHASE III - DESIGN DEVELOPMENT:

SA will further advance the Schematic Design drawings. The drawings will include a site plan, floor plans, elevations, building sections. Updated designs of exterior elevations will be rendered and colored for presentation to the Village, Firehouse and EMS.

PHASE IV – APPROVALS / PERMITTING:

SA will assist in securing Village zoning and planning approvals and permitting for this project as required.

PHASE V - CONSTRUCTION DOCUMENTS:

Based upon the design development drawings and authorization to proceed by the Village, SA shall prepare a set of Construction Documents to include drawings and specifications to illustrate the intent of the project. Engineering disciplines (i.e. structural & MEP engineering) will be included.

PHASE VI - BIDDING:

If requested, we will assist the Village with bidding in accordance with Public Bid law process.

PHASE VII - CONSTRUCTION/CONTRACT ADMINISTRATION:

SA will provide administration services of the Contract during construction. Our services will include both field and intra-office administration.

SECTION III**COMPENSATION**

The fees for providing Architectural services for Phase I & II are as follows:

- Phase I – PreDesign: \$8,000
(w/CAD doc's provided by Client)
- Phase II – Schematic Design Alt: \$20,000

The fees for *Future* Phases of architectural service will be based upon 9% of the cost of construction which will be established at the completion of Phase II – Schematic Design.

In *addition* to the stated fees, all meetings will be billed on an hourly basis.

The fixed fee is established based upon this specific program. Adjustments to the fee will be made should the project program be revised, or additional services added.

Services will be billed monthly based upon % complete of each phase of the project. Invoices are due **upon receipt** (please see and *initial on page 7 - General Conditions, Item D*).

Schedule of Hourly Rates (2025):

(provided in the event additional services are required):

Principal	\$300 p/hr.	Sr. Draftsperson/CAD Operator	\$140 p/hr.
Project Architect	\$210 p/hr.	Jr. Draftsperson/CAD Operator	\$125 p/hr.
Project Manager	\$185 p/hr.	Clerical Administration	\$ 65 p/hr.

Reimbursable Expenses:

In addition to our stated fee for services, the Client shall reimburse the Architect for the following expenses associated with this project at 1.10 cost, to include but not be limited to:

- Additional consultant services paid by the Architect (1.20)
- Photography
- Photocopying
- Travel @ \$0.65 per mile
- Printing
- Postage, handling, express mail, messengers
- Electronic and transmission of file fees (i.e. Drop Box, etc.).

SECTION IV**GENERAL TERMS AND CONDITIONS**

These Terms and Conditions, along with any attachments or exhibits shall form the "Agreement" and shall be governed by the laws of the State of New York.

A. OWNER PROVIDED INFORMATION

The Owner shall provide, full information regarding the program requirements of the project. These requirements shall set forth the Owner's spatial and architectural objectives, schedule, construction budget, and any information the Architect requests to assist in their preparation of services. Copies of existing building drawings and base site plans indicating property lines, topography and utilities in print and electronically (AutoCad R-2010) shall be provided to the Architect.

The Owner and Architect agree to rely on initial information, however, both parties recognize that such information may change, and in that event, the project schedule, Architect's services and Architect's compensation, shall be adjusted accordingly.

B. ESTIMATE OF THE COST OF CONSTRUCTION

Architect's evaluation of the Owner's budget will be based on the Architect's experience as a design professional on similar projects to provide an Estimate of The Cost of Construction. As the Architect has no control over labor costs, materials, equipment, services furnished by others, the bidding process, or future market conditions, the Architect does not warrant or guarantee the Estimated Cost of Construction.

The Estimated Cost of Construction does not include the compensation of the Architect or services of others, land costs, FF&E or contingencies.

C. ADDITIONAL SERVICES

1. Additional Services shall be any and all services not specifically listed above under *Scope of Work* or *Scope of Services*. Such additional services may include, but not be limited to:
 - Municipal approvals including preparation of applications, information for environmental impact statements, board meetings, etc.;
 - Environmental services including SEQRA;
 - Civil engineering;
 - Structural Engineering
 - MEP & FP Engineering
 - Geo Technical Engineering and/or Site Borings
 - Interior design;
 - Landscape architectural services
 - Geo-technical Engineer (soil tests)
 - LEED consulting and monitoring
 - Models;
 - Renderings – Renderings and graphic material **beyond** those prepared to communicate basic design intent to the Client.
2. All revisions to drawings and/or documents previously approved and/or accepted by the Owner which are necessitated by Owner changes to program, design, budget or negotiations with approval authorities, contractors or other consultants shall be considered additional services and shall be billed according to the Architect's Current Schedule of Hourly Rates.
3. The Architect shall notify the Owner if a change is required in the Scope of Services. The notification shall require the Owner to approve such changes to this agreement in writing and shall indicate the change in compensation due the Architect as mutually discussed and agreed upon.

GENERAL TERMS AND CONDITIONS

D. STATEMENT OF SERVICES

Services, additional services and reimbursable expenses shall be billed **monthly**. Owner agrees to pay Architects invoice upon receipt = net 15 days (from date of invoice). The Architect reserves the right to notify the Owner that services are suspended until all amounts outstanding are brought current.

E. ELECTRONIC DATA TRANSFER of documents (including but not necessarily limited to CAD documents) are provided for informational purposes only and not as an end product or as a record document. Transmitted electronic media are subject to undetectable alteration (either intentional or unintentional) due to media degradation, software error and/or conversion, transmission errors, and other causes. Any reliance thereon is deemed unreasonable and unenforceable. The Owner recognizes that only signed and sealed hard copies of documents may be considered original documents of record.**F. INSURANCE**

Sullivan Architecture maintains the following insurance:

Workers' Compensation: In accordance with statutory requirements of New York State.

Employer's Liability: Statutory employer liability coverage in New York State is unlimited.

Commercial Liability: \$1,000,000 with a \$2,000,000 annual aggregate.

Automobile Liability Insurance: (Provided under our Commercial Liability Insurance package).

Professional Liability Insurance: \$2,000,000 with a \$4,000,000 annual aggregate.

Following execution of an Agreement and prior to the performance of services, a current Certificate of Insurance naming the Owner as certificate holder will be provided (upon request). Professional liability insurance, in excess of the limits indicated above, may be provided at the Owners expense.

G. DISPUTE RESOLUTION

The Owner and Architect shall agree to attempt to resolve any conflicts, claims, disputes and other matters, prior to resorting to litigation.

H. ARCHITECT PROFESSIONAL CREDITS

The architect shall have the right to include representations of the design of the project, including photographs of the exterior and interior, among the Architects promotional and professional materials. The Architects materials shall not include the Owner's confidential or proprietary information without written permission from the Owner.

I. SUSPENSION OR TERMINATION OF AGREEMENT

This agreement may be terminated by either the Owner or Architect at any time upon seven (7) days written notice to the other party. Upon termination of this agreement, Architect shall be paid the portion of the fee payable upon completion of services in progress and termination expense.

Should the project be abandoned by the Owner, or should the Architect not provide services, for any reason for more than 90 days, the Architect may terminate this agreement upon written notice or the Architect's compensation may be subject to adjustment.

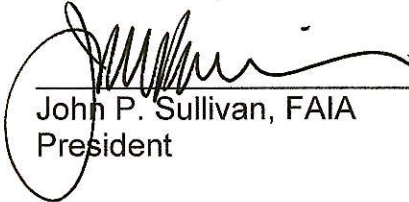
J. ADDITIONAL CONTRACT CONDITIONS

The proposal/agreement is valid until **March 31, 2025**. Should the services for Phases I & II extend beyond July 31, 2025, compensation may be subject to review and adjustment. The Architect's *Schedule of Hourly Rates* is subject to adjustment on January 1st of each calendar year.

ACCEPTANCE OF THE PROPOSAL

The Village of Croton-on-Hudson and Sullivan Architecture, PC have agreed to act according to the statements made herein for the project known as **Gouveia Park**.

Sullivan Architecture, PC:



John P. Sullivan, FAIA
President

Date: 2.11.25

Village of Croton-on-Hudson:

Name: Bryan T. Healy
Title: Village Manager

Date: _____