

**BALODEMAS  
ARCHITECTS**  
CHARTERED  
4301 Connecticut Ave NW  
Suite M-1  
Washington, DC 20008

August 17, 2007

Somerset Town Council  
c/o Mr. Tom Eldridge  
4510 Cumberland Ave.  
Chevy Chase, MD 20815

Re: Town Hall & Pool Renovations  
Proposal/Agreement for Development of Design Criteria

Attachments:

- Exhibit A - Standard Terms & Conditions
- Exhibit B - Sample Table of Contents

Mr. Eldridge,

Thank you for the opportunity to offer my services to the Town. If accepted, this proposal will also serve as our form of agreement. It covers the work required for us to firmly establish the scope of renovations desired for the Town Hall and Pool. We will evaluate record documents, meet with stakeholders, make presentations to the Town Council and residents, and issue final Design Criteria documents. Specifically, we will perform the following sequential services:

**Basic Services**

1. Review drawings, reports, correspondence and other documents in the Town records for both the Town Hall and Pool projects.
2. Make one-day on-site observations at both facilities.
3. Draft separate list for each facility documenting established criteria and options still open for consideration. Evaluate each item and add any new recommendations. Submit draft lists to Council representative(s) for review.
4. Meet with Council representative(s) to review preliminary criteria lists.
5. Meet with Mayor and Town Clerk to evaluate criteria.
6. Meet with History Committee to review Town Hall requirements/recommendations.
7. Meet with Pool Manager and Pool Committee to evaluate pool criteria.
8. Meet with swim team representative(s) to evaluate pool criteria.
9. Meet with the local planner with the Maryland-National Capital Park & Planning Commission to review constraints on both properties in coordination with the Town attorney.
10. Revise lists and submit to Town Council.
11. Meet with Town Council to edit list.

12. Facilitate public Town meeting to re-cap planning to date and gather new input on Pool requirements.
13. Facilitate public Town meeting to re-cap planning to date and gather new input on Town Hall requirements.
14. Develop rough construction cost estimates for major options.
15. Facilitate public Town meeting to present preliminary Pool criteria list and cost estimates.
16. Facilitate separate public Town meeting to present preliminary Town Hall criteria list and cost estimates.
17. Edit both lists per Town meetings. Prepare draft timeline coordinating design and construction of both facilities. Prepare draft project cost estimate including design and construction of both facilities. Prepare draft Design Criteria document as delineated in Exhibit B for each facility and submit to Town Council representative for review.
18. Revise both draft Design Criteria and submit for Council and public review.
19. Facilitate public Town meeting to present both draft Design Criteria.
20. Revise both Design Criteria and submit Final versions.

**Fee \$ 20,000**

**Tentative Schedule**

Review record documents & make site observations	Week of 9/10
Draft criteria lists to Council representative	Week of 10/1
Meet with Council representative to review preliminary criteria lists	Week of 10/1
Meetings with Town reps and committees to evaluate criteria	Week of 10/8
Revised lists to Town Council for review	Week of 10/15
Meet with Town Council to edit list	Week of 10/22
Town meeting re: re-cap Pool requirements	Week of 10/29
Town meeting re: Town Hall requirements	Week of 11/5
Town meeting re: preliminary Town Hall criteria list and cost estimates	Week of 11/26
Town meeting re: preliminary Pool criteria list and cost estimates	Week of 11/26
Draft Design Criteria to Town Council representative for review	Week of 12/10
Revised draft Design Criteria to Council and public review	Week of 12/17
Town meeting re: draft Design Criteria (both facilities)	Week of 1/7/08
Final submission	Week of 1/14/08

**Assumptions/Excluded Services**

1. Record drawings and other documents are deemed reliable. No services are included for detailed verification of existing conditions.
2. Destructive testing to reveal hidden conditions is not included.
3. No services are included for the discovery, analysis or abatement of asbestos, lead paint, PCB's, underground storage tanks, or other hazardous materials and potential pollutants.
4. No civil, structural, mechanical or electrical engineering services are included.
5. Cost estimates will be on a square foot basis.
6. Any and all communications with individual Town residents will be handled by a representative appointed by the Town Council, not by Balodemas Architects.
7. Delivery schedule is for preliminary planning purposes only. Compensation is not dependent on completion by any of these dates.

### **Compensation**

1. Our fees for Basic and Additional services are set out above. In addition, expenses incurred by us in relation to the Project will be billed to you at one point one (1.10) times the amount expended, and are considered separate from our compensation. Expenses include, but are not limited to, blueprinting, photography, and shipping.
2. Fees and expenses will be billed monthly and are payable within thirty (30) days of receipt. All invoices over thirty (30) days past due shall accrue simple interest at the rate of one percent (1.0%) per month. In the event we employ the services of any attorney or agency to collect any sums due hereunder or to enforce any terms contained herein, you agree to pay reasonable attorney's fees and costs, prior to and through any trial and/or subsequent proceeding, incurred by us.
3. Inquiries and questions regarding any invoice shall be made within ninety (90) days of receipt of the invoice. Failure to notify us within this time period shall constitute a waiver of any claim with respect to the content or accuracy of the invoice, as well as acceptance of the services provided.
4. If the services covered by this Proposal have not been completed within twelve (12) months of the date hereof, the compensation for our services beyond that time shall be equitably adjusted.

Incorporated by reference as part of this Proposal are the Standard Terms and Conditions attached hereto as Exhibit A. This Proposal and the attached Standard Terms and Conditions represent the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by all of the parties.

When you are ready for us to begin, please sign and return a copy of this agreement to me. Thank you again for this opportunity.

Respectfully,

Balodemas Architects, Chtd.

**Exhibit B - Sample Table of Contents**

**FACILITY DESIGN CRITERIA**

**RENOVATION OF TOWN HALL [POOL]  
TOWN OF SOMERSET**

**TABLE OF CONTENTS**

**INTRODUCTION**

BACKGROUND  
SCOPE OF RENOVATIONS  
PURPOSE

**ARCHITECTURE & ENGINEERING SERVICES**

SCOPE OF SERVICES  
DESIGN SUBMISSIONS  
MEETINGS  
COST ESTIMATES

**GENERAL REQUIREMENTS**

PROJECT SCHEDULE  
CONSTRUCTION BUDGET  
SUSTAINABILITY  
LIMITATIONS ON CONSTRUCTION ACTIVITIES

**SITE IMPROVEMENTS**

**ARCHITECTURAL REQUIREMENTS**

PROGRAM OF SPACES  
RELATIONSHIPS & PLANNING CONSIDERATIONS  
HISTORIC PRESERVATION  
ACCESSIBILITY  
SIGNAGE  
FURNISHINGS & EQUIPMENT

**STRUCTURAL REQUIREMENTS**

**MECHANICAL REQUIREMENTS**

**PLUMBING REQUIREMENTS**

**ELECTRICAL REQUIREMENTS**

**FIRE PROTECTION**

**DATA/COMMUNICATIONS**

**SECURITY**