

May 14, 2025

Hingham Affordable Housing Trust  
Attn: Jennifer Oram, Zoning Administrator  
210 Central Street  
Hingham, MA 02043

Dear Ms. Oram and Trustees,

Thank you for the opportunity to quote architectural services for the project located at 499 Cushing Street in Hingham, MA.

We propose to provide architectural services for the projects located at that site. The scope of the project on the site will be for the renovation of the existing structure to the front of the lot. This will include existing as-built drawings and analysis as well as proposed drawings and specifications. This proposal is based on information shared with Egan Architects via email on 4/24/2025 and in-person on 4/30/2025, Jennifer Oram has agreed to share these documents with Egan Architects.

Egan Architects will provide the above-described professional architectural services according to the fee structure on the following page.

**ARCHITECTURAL FEE SCHEDULE**

Deposit	\$1,000.00
Balance	\$4,000.00

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<b>TOTAL ARCH. FEE</b>	<b>\$5,000.00</b>
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<i>Additional Consultant Work</i>	<i>1.2X Cost</i>
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A \$1,000 deposit is due upon acceptance of this proposal in order for work to begin.

Our proposed process for each project will be as follows:

At Schematic Review, two (2) sets of plans and elevations, if necessary, will be provided. The customer will mark any changes and sign one copy and return it to the architect prior to advancing to the next stage.

At Design Development, two (2) sets of plans and elevations, if necessary, will be provided. The customer will mark any changes and sign one copy and return it to the architect prior to advancing to the next stage.

One requirement, not included, is a survey by a registered professional engineer be obtained before obtaining a building permit and, preferably, before design work.

This does not include obtaining a building permit, hearings, land surveys, site plans, interior design, HERS rating, as-built drawings, written specifications, asbestos, geotechnical engineering, lead or hazardous waste testing or abatement. If these services are needed, we will be pleased to quote the price of this work. This includes the following additional services:

Additional Renderings	\$1,000.00 and up
Condo Docs	\$750.00/unit
Permit Expediting	\$3,000.00
Reissuance of Plans	\$1,000.00
Reissuance of Plans w/ Minor Edits	\$3,000.00

Hourly Rates:

Principal	\$185/hour
Architect	\$150/hour
Designer	\$115/hour
Technical/Drafter	\$85/hour
Office	\$55/hour

Refer to the AIA Contract B141, 1997 for terms not defined in this agreement

**If these terms are acceptable to you, please sign below and return a copy to us with \$2,000 deposit. Make checks payable to Egan Architects, LLC.**

We are excited about this project. Please contact us if we can provide any additional information or can be of any service to you. This proposal is valid for 30 days.

Thank you,

Egan Architects, LLC



Stephen Egan, AIA

Accepted,

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Hingham Affordable Housing Trust

## Appendix A

This Appendix A constitutes part of the Agreement for professional services between Egan Architects, LLC and (Client) Hingham Affordable Housing Trust, May 14, 2025.

### A. FEE FOR PROFESSIONAL SERVICES

The fee described in the Letter of Agreement is based on an efficient delivery of the services described therein, with accommodations made for reasonable Client requests and interaction. Egan Architects will make best efforts to advise the Client of substantial changes in the scope of work described herein. In the event that substantial changes in the scope of the project, or the role of Egan Architects the fee for professional services will be subject to renegotiation based upon the hourly rate schedule in the Agreement.

### B. REIMBURSABLE EXPENSES

In addition to the fees quoted above, normal and customary reimbursable expenses will be billed to the client at the actual cost x 1.2 (+20%). Reimbursable expenses include, but are not limited to, all large format copies and large format reproduction. This markup applies to all consulting engineering services billed through Egan Architects.

### C. SITE ENGINEERING

The site engineering shall be contracted directly through the Client. The Client's site engineer shall take lead role in permitting of the project with all agencies (Conservation, ZBA, and Board of Health) other than the building department of the Town in order to obtain a standard building permit. Site engineer shall prepare site plan defining the limit of property, setback requirements, electrical, water, and sewer line locations, flood plain elevations, conservation commission setbacks, etc. The site engineer may be required to prepare other permitting materials, which relate to the site conditions as required by the enforcement authorities. Egan Architects shall rely on the accuracy of site engineering work to perform architectural services.

### D. RESPONSIBILITIES AND INDEMNITY

Egan Architects shall use best professional efforts to identify laws, rules, and regulations that apply to the project, interpret the same in a reasonable manner. Having done so in accordance with normal standards of good, professional practice, Egan Architects will have met its obligation hereunder and will not be responsible for contrary interpretations or determinations by enforcement authorities or others.

Egan Architects will not be responsible for any acts, errors, or omissions of any other architect, engineer, attorney, contractor, subcontractor, consultant, or any other person or entity performing services on the project, which Providers were retained by Client and client agrees to indemnify and hold Egan Architects harmless from all claims, damages, losses, and expenses (including attorney fees) arising out of or resulting from any such acts, errors, or omissions.

Egan Architects and their consultants will not have control over or change of and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions in connection with work, since these are solely the Contractor's responsibility. Egan Architects will not be responsible for Contractor's failure to carry out the work in accordance with the Contract Documents.

Egan Architects and its consultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons hazardous materials of any form at the project site. The Client agrees to indemnify Egan Architects, principals and employees against any and all claims for damages arising from alleged lead paint, asbestos, and/or other hazardous materials at the site.

It is agreed that Stephen G Egan Jr and any individual employed by Egan Architects shall not have personal liability for any occurrence arising out of association with this project.

E. INVOICING AND PAYMENTS

If the Client fails to pay an invoice within 30 days of the date noted on the invoice Egan Architects shall be entitled, upon three day's notice, to suspend further services until all accounts due have been paid in full. All invoices not paid promptly within 21 days will be subject to 10% late payment penalty.

F. LIMITATIONS OF LIABILITY

Egan Architects maintains professional liability insurance. Egan Architects will furnish appropriate insurance certificates for general and professional liability upon request. To the fullest extent permitted by law, the Client agrees that Egan Architects shall not be liable for any damages, regardless of the facts giving rise to those damages and regardless of the theories of liability (e.g., negligence, malpractice, breach of contract, etc.).

However, under no circumstances whatsoever shall Egan Architects liability to the Client exceed the amounts of coverage made available by Egan Architects' professional liability carrier for the specific losses in question.

G. BETTERMENT

If, due to Egan Architects or consultant error, any required construction item or component of the project is omitted from the construction documents, Egan Architects or their consultant shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have otherwise been necessary to the project.

H. TERMINATION

This agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Egan Architects shall be compensated for services performed up to date of termination.

I. DELAYS

In the event Egan Architects or their consultants are obstructed or delayed in the completion of said services by any act of the Client or the Client's agents, or by any act beyond the control of Egan Architects or their consultants, including but not limited to unanticipated degree of difficulty in performing services or by approving agencies, the time herein described for completion of services shall be extended for a period of time equal to the time lost by reason of any or all of the aforementioned causes. Also, should there be any revisions in the drawings or specifications which are inconsistent with the original scope of work or design, assigned and/or approved by the Client, then Egan Architects may charge for any such revisions. In the event that any additional time or compensation is required, Egan Architects may proceed with the flow of services and notify Client in a timely fashion.

J. FIELD JOB SIGN AND PHOTOGRAPHS

Egan Architects shall be allowed to place a job sign at the site during the construction period of project. Egan Architects shall be allowed to photograph the finished project at the Client's convenience for use in the architect's professional portfolio.

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Client's Signature of Acceptance

Date