

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

We have completed our initial services agreement dated November 1, 2022 and it is our understanding that the Village of Croton-on-Hudson (the Village) wishes to move forward with the Addition/Alterations to the Harmon Fire House – Station #3.

This agreement is for Architectural and Structural services only and our continued services are based upon the following new program:

- Provide documents to construct a two-story addition (31' wide x 40' deep) on the north side (rear of the existing fire station) with access from the west side from Wayne Street via two ambulance bays and a new egress side door. The addition has a flat roof for MEP equipment to accommodate EMS operations. The new EMS facility will directly connect to the existing fire station and share ADA elevator, exit stairs, toilet facilities and other program space with the existing building.
- Documents will be in a format to gain approvals from the building department and the Village who will directly bid the work. Documents will include electrical and lighting (RCP) layout plans along with architectural and structural construction documents including plans, elevations, foundation plans, details and specification to describe the scope of work and meet the NYS Building codes applicable.
- It is the intent of the Village to coordinate MEP (mechanical, electrical, plumbing) and Fire Protection directly with vendors and if required, retain a consulting engineer under a separate agreement or through the architect.
- The Village will also retain a soil testing contractor and a geotechnical engineer to provide the design team with Soil boring logs and a report. The report shall recommend the allowable bearing pressure, foundation type, groundwater elevations, specifications for the placement of fill, or working of soils. The report must provide all information required by IBC Section 1803 Geotechnical Investigations.

SECTION I

SCOPE OF WORK

- Civil Engineering is not included in this agreement. It is the intent of the Village to handle these services in-house, including coordinating the labor and materials directly. All site work, including demolition and excavation for the relocated utilities and related infrastructure is to be handled by the Village.
- Testing, abatement as per NYS Building Code and EPA is to be handled by the Village.
- Special Inspections as per chapter 17 of NYS Building Code shall be handled by the Village hired third party consultant. The Structural Engineer can provide some components on the structural side as additional service, if desired by the Village.

SECTION II

SCOPE OF SERVICES

SERVICES

The following is an outline of continued architectural services that SA proposes to address the program. At this time Architectural and Structural engineering services are included. 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 III - CONSTRUCTION DOCUMENTS:

Based upon the new program and design development drawings prepared by SA in our previous contract, we shall prepare a set of Architectural & Structural Construction Documents to include drawings and specifications to illustrate the intent of the project. As the Village will coordinate all bidding and construction, the documents will not include NYS Wicks Law requirements.

1. Drawings shall include floor plans, exterior elevations, sections, details and a general construction specification.
2. The drawings shall also include structural for steel and/or wood framing engineering and a typical spread footing foundation. Should the need for a special foundation (i.e. grade beams, piles, structural slab, etc.) be required by the structural engineer, these services will be considered additional.
3. Our services do not include the design or specifications for kitchen cabinets or other built-in millwork.
4. The drawing and specifications will be used to solicit bids, obtain a building permit (by the Village) and construct the improvements.

PHASE IV - CONSTRUCTION/CONTRACT ADMINISTRATION:

The Architect will provide administration services when and as requested by the Village during construction. Our services will include both field and intra-office administration.

1. Shop drawing reviews, material submissions, review of substitutions/changes and field visits (typically once a week) to verify construction is proceeding timely and in accordance with the design.
2. We will also review contractor requests for payments and advise the Village of the approved amounts.

SECTION III

COMPENSATION

The fees for providing Architectural and Structural Engineering services as outlined herein are as follows:

- Phase III – Const. Doc's: \$25,500
- Phase IV – Const. Admin: Hourly

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 for Phase III and hourly for phase IV. Invoices are due **upon receipt** (please see and **initial on page 6 - General Conditions, Item D**).

Schedule of Hourly Rates (2023):

(provided for CA services and in the event additional services are required):

Principal	\$290 p/hr.	Draftsperson/CAD Operator	\$125 p/hr.
Project Architect	\$200 p/hr.	Clerical Administration	\$ 55 p/hr.
Project Manager	\$185 p/hr.		

Structural Eng. Schedule of Hourly Rates (2023)

Principal	\$260 p/hr.	Sr. Engineer	\$165 p/hr.
Eng. Manager	\$225 p/hr.	Project Engineer	\$145 p/hr.
Project Manager	\$195 p/hr.	Engineer	\$125 p/hr.
Asst. Project Mgr.	\$185 p/hr.	Administrative	\$ 80 p/hr.

Reimbursable Expenses:

In addition to our stated fee for services, the Village 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.

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;
 - Interior design;
 - Landscape architectural services
 - MEP Engineering;
 - 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 Village.
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.

Continuous failure of the Owner to make timely payments may also be considered cause for termination of this agreement.

_____ **My initials are further verification that I have read, understand, accept these provisions.**

E. OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS AND DOCUMENTS

Original design drawings and documents are Instruments of Service and shall remain the property of the Architect. The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluation, construction, using, maintaining, altering and adding to the Project, provided the Owner substantially performs its obligations under this Agreement. The license granted herein permits the Owner to authorize contractor, subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause, the license granted in this section shall terminate.

If the Owner uses the Instruments of Service **without** retaining the authors of the Instruments of Service, the Owner releases the Architect from all claims and causes of action arising from such uses. The Owner further agrees to indemnify and hold harmless the Architect from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service.

- F. **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.

G. INSURANCE

Sullivan Architecture maintains the following insurance:

<u>Workers' Compensation:</u>	In accordance with statutory requirements of New York State.
<u>Employer's Liability:</u>	Statutory employer liability coverage in New York State is unlimited.
<u>Commercial Liability:</u>	\$2,000,000 with a \$3,000,000 annual aggregate.
<u>Automobile Liability Insurance:</u>	(Provided under our Commercial Liability Insurance package).
<u>Professional Liability Insurance:</u>	\$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.

GENERAL TERMS AND CONDITIONS

H. DISPUTE RESOLUTION

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

I. 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.

J. 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.

K. ADDITIONAL CONTRACT CONDITIONS

The proposal/agreement is valid until August 31, 2023. Should the services and project extend beyond December 31, 2023, 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 **Harmon Firehouse**.

Sullivan Architecture, PC:



John P. Sullivan, FAIA
President

Date: 7.19.23

Village of Croton-on-Hudson:

Name: Bryan T. Healy
Title: Village Manager

Date: _____