

REQUEST FOR AGENDA ITEM
Legislative Request / BOM Request

Legislative Request _____ BOM Request x _____

Date _____ 01-20-2022 _____
Department _____ Engineering _____
Contact Person _____ Garry Nathan _____

PURPOSE FOR REQUEST:

Adoption of Resolution: _____
Adoption of Local Law: _____
Adoption of Ordinance: _____
Budget Amendment: _____
Bond Approval: _____
Contract Authorization: _____
Other (Briefly Explain) _____

Budget Amendment (State the following)

Increase Account/Line No. _____
Decrease Account /Line No. _____
Source of Funds _City_____

CONTRACT AUTHORIZATION

Purchase Equipment/Supplies: _____
Lease Equipment/Supplies: _____
Professional Services: _____ x _____
Education/Training: _____
Settlement of Claim: _____

Grants:

New _____
Renewal _____
Submission Dead Line _____

Fiscal Impact in Dollars or Percentage

Federal _____

State _____

City of Cohoes __\$26,580__

All back -up material has been submitted _X_

Explanation: Services to study the Central Ave. Firehouse Structurally, HVAC and Electrical systems

Use space or add typed attachment.

Submitted by: Garry Nathan

date 1/20/2022



AIA® Document B221™ – 2018

Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number 008 made as of the twenty-second day of October in the year 2021.

(In words, indicate day, month, and year.)

BETWEEN the Owner:

(Name, legal status, address, and other information)

City of Cohoes

97 Mohawk Street

Cohoes, New York 12047

and the Architect:

(Name, legal status, address, and other information)

C.T. Male Associates

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

50 Century Hill Drive

Latham, NY 12110

City of Cohoes Vendor: 0000000953

for the following **PROJECT**:

(Name, location, and detailed description)

Cohoes Fire Department – Central Station (Station 1)

Facility Evaluation

25 Central Avenue

Cohoes, NY 12047

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B221™–2018, Standard Form of Master Agreement Between Owner and Architect

THE SERVICE AGREEMENT

This Service Order, together with the Master Agreement between Owner and Architect dated the Eighth day of July in the year 2016.

(In words, indicate day, month, and year.)

form a Service Agreement.

The Owner and Architect agree as follows.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
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- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
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- 5 INSURANCE
- 6 PARTY REPRESENTATIVES
- 7 ATTACHMENTS AND EXHIBITS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, anticipated procurement method, Owner's Sustainable Objective, and other information relevant to the Project.)

The Cohoes Fire Department was formed back in 1848, and today is one of the oldest fire departments in the country. Cohoes Fire Dept. is made up of 4 Platoon's rotating 24-hour shifts, 365 days a year, and consists of 33 Members, which include, 1 Fire Chief, 4 Captains, 4 Lieutenants and 24 Fire Fighters, and operates three primary emergency response apparatus: two engines and a ladder. The City of Cohoes has three (3) Fire Stations and a variety of fire apparatus in each that serve the residents.

The Fire Department also responds to emergency medical service calls and requires all personnel to be emergency medical technicians and provides first responder service. In the City of Cohoes, ambulance transport services are provided by a private ambulance company. The Cohoes Fire Department participates in the delivery of emergency medical services by providing basic life support services. It has been reported that year to date in 2021, the Cohoes Fire Department has responded to 2864 calls. In 2020 the total number of calls was 3655.

The Central Fire House and Emergency Operating Center was constructed in 1965, in accordance with documents prepared by Robert Louis Trudeau, Architect, and was originally designed as a civil defense shelter. The structure is located over a portion of the Old Eric Canal, a portion of which remains exposed. An existing sewer line also extends through the structure's foundation (size unknown). Substantial renovations were performed in 1990, in accordance with documents prepared by Architecture +, and more recently modifications to the overhead door opening of one of the Apparatus bays to accommodate larger modern apparatus.

Based on the use of the building it is classified as an Essential Facility by the current *Building Code of New York State*. ESSENTIAL FACILITIES include those buildings and structures, such as fire departments, and other designated municipal emergency preparedness, communication, and operation centers required for emergency response that are intended to remain operational in the event of extreme environmental loading from flood, wind, snow or earthquakes. The legal occupancy of any building existing on the date of adoption of this code however shall be permitted to continue without change, except as is specifically covered in the *Building Code of New York State*, the *Fire Code of New York State*, or the *Property Maintenance Code of New York State*, or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

The scope of the evaluation is limited to a facility condition assessment based upon the occupancy as an essential facility. A Cooperation and Consolidation Study of Fire Services in Cohoes and Watervliet was previously completed by MMA Consulting Group, Inc., in November 2010. Evaluation of the organizational structure, administrative procedures, location analysis or labor operating data, is therefore not included herein as part of this evaluation.

Init.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation.

§ 1.3 The Owner shall provide to the Architect data necessary for the Facility Evaluation Services, which may include record drawings; shop drawings; operation and maintenance manuals; master plans; operation costs; operation budgets; building automation systems; pertinent records relative to historical building data, building equipment, building materials, and repair records.

§ 1.4 The Owner shall furnish tests, inspections and reports required by law or the original Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 1.5 The Owner shall provide access to the property, buildings, and personnel necessary for the Architect to complete the services. The personnel shall conduct tours and walk-throughs and explain the Facility's original, current, and anticipated future use.

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

§ 2.1 The Architect's Services under this Service Order are described below or in an exhibit to this Service Order, such as a Scope of Architect's Services document.

§ 2.1.1 Basic Services

(Describe below the Basic Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

The Architect shall prepare a Facility Support Services Report utilizing the Facility Condition Index (FCI) or other standard format, where applicable, and deliver an electronic copy and three (3) print copies to the Owner. A brief description of each Facility Support Service is provided below.

§ 2.1.1.1 **Code Review.** The Architect shall review the requirements of laws, codes, and regulations that pertain to the facility condition assessment services selected in Section 2.5.1. The Architect shall provide the Owner with a written assessment and recommendations regarding the Facility's compliance with such laws, codes, and regulations.

§ 2.1.1.2 **Site Features.** The Architect shall provide the Owner with a written assessment, based on visual observation, of the site conditions of the Facility, including hardscaping, paving and parking, flatwork, storm water drainage, and landscaping. The assessment shall identify existing site features; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

§ 2.1.1.3 **Exterior Components.** The Architect shall provide the Owner with a written assessment, based on visual observation, of the exterior conditions of the Facility, including roofs, walls, areaways, windows, and doors. The assessment shall identify existing exterior components; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

§ 2.1.1.4 **Interior Components.** The Architect shall provide the Owner with a written assessment, based on visual observation, of the interior conditions of the Facility, including ceilings, walls, floors, finishes, stairways, and doors. The assessment shall identify existing interior components; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

§ 2.1.1.5 **Mechanical, Electrical, and Plumbing Systems.** The Architect shall provide the Owner with a written assessment, based on visual observation, of the mechanical, electrical, and plumbing systems of the Facility, including equipment, distribution systems, devices, fixtures, and controls. The assessment shall identify existing mechanical, electrical, and plumbing systems; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

Init.

§ 2.1.1.6 **Life Safety and Fire Protection Systems.** The Architect shall provide the Owner with a written assessment, based on visual observation, of the life safety and fire protection systems of the Facility, including fire alarm systems, sprinklers and standpipes, smoke detection and control systems, emergency lighting, fire extinguishers, signage, and medical devices. The assessment shall identify existing life safety and fire protection systems; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

§ 2.1.1.7 **Space Management and Occupancy Planning.** The Architect shall provide the Owner with an occupancy plan for the Essential Facility. In developing the occupancy plan, the Architect shall: (1) consult with the Owner to determine occupancy goals, the space and planning parameters; (2) conduct interviews of select members of the Owner's staff to determine forecasted growth, space needs, and departmental adjacencies; and (3) provide the Owner with recommendations to accommodate NFPA 1500 Facility standards.

- .1 **Area Calculations.** The Architect shall perform area calculations for the Facility using the available record documentation provided.
- .2 **Space Allocation Inventory.** The Architect shall provide an inventory of occupant spatial use within the Facility. The inventory shall include diagrams and plans that identify areas by occupant use.

§ 2.1.2 **Additional Services**

(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

§ 2.1.2.1 **Land Survey**

Update of original topographic survey titled "Topographic Survey of Portions of Lands of City of Cohoes," dated May 19, 1964, prepared by C.T. Male Associates, and as shown on Drawing No. SP-1 Plot Plan of "The Central Fire Station," dated January 15, 1965, prepared by Robert Louis Trudeau Architect.

- .1 The Surveyor shall re-establish the boundary previously prepared as shown on a map entitled "Survey Map Showing Lands to Be Conveyed To Stewart's Shops Corp. By The City of Cohoes," prepared by Santo Associates, dated September 7, 2012, and filed in the Albany County Clerk's Office on September 27, 2013 as Map 12891, Drawer 172.
- .2 North orientation and bearings will be Grid North based on the New York State Plane Coordinate System, East Zone, NAD 83/2011 epoch 2010.00.
- .3 The Surveyor will provide a topographic survey within the original grading limits shown. Vertical Datum will be based on NAVD 88 as obtained from GPS observations.
- .4 The survey will show above ground visible utilities and/or structures on the parcel and structures on the adjoining parcels within 5 feet of the boundary lines.
- .5 Information shall be shown based on record information, surface evidence, and information obtained from the appropriate public utility location service. Inadequate record data requiring the Surveyor to employ techniques of subsurface exploration to locate utilities will be an Additional Service subject to Owner approval.
- .6 The Surveyor shall establish a benchmark at the site, record the benchmark and its location on each drawing. Major property corners will be staked with capped iron rods, if not previously marked.
- .7 Mapping will be prepared using AutoCAD Civil 3D Release 2019. Five (5) original prints of the survey will be provided.

The Surveyor's research may include site observations, review of public records, review of records provided by the Owner, and any research required by the jurisdiction in which the Project is located. The Surveyor shall promptly notify the Owner if such research is inadequate to satisfy the requirements of this Agreement and, upon written authorization from the Owner, provide further research as an Additional Service.

§ 2.1.2.2 The Architect may provide Additional Services after execution of this Service Order without invalidating the Agreement. Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

Init.

- .1 Provide material testing, including sampling or testing for hazardous materials.
- .2 Perform analysis or load rating of existing building gravity and lateral systems.
- .3 Design modifications for existing structure to support increased seismic, wind or snow loads.
- .4 Design of new construction.
- .5 Electrical load calculations or HVAC sizing calculations.
- .7 Energy operating cost evaluations.
- .8 Cost estimating.
- .9 Commissioning services.

§ 2.2 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement date:
 Within two-three weeks following written notice to proceed for scheduling initial site visit.
- .2 Substantial Completion date:
 Approx. 60-90 days following initial site investigation and receipt of all pertinent building records.

§ 3.2 If the services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 4 COMPENSATION

§ 4.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)
 Twenty-six thousand, five hundred eighty dollars (\$ 26,580.00).

.2
(Paragraphs deleted)
 Other
(Describe the method of compensation)

Testing and Inspection Services, if required, provided as Reimbursable Expense.

§ 4.2 For Additional Services described under Section 2.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

- .1 Land Survey
(Insert amount)
 Eight thousand, three hundred fifty dollars (\$ 8,350.00).

§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

Architect's current corporate billing rates in effect at time of service

§ 4.4 When compensation identified in Section 4.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

ARTICLE 5 INSURANCE

§ 5.1 Insurance shall be in accordance with section 3.3 of the Master Agreement, except as indicated below:

(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

Subconsultants to provide equivalent insurance with City of Cohoes listed as Additional Insured

ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:

(List name, address, and other information.)

CITY OF COHOES

97 Mohawk Street, Cohoes, NY 12047

Garry F. Nathan P.E.

City Engineer

Tel.: 518.233.2131

Email: gnathan@ci.cohoes.ny.us

§ 6.2 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:

(List name, address, and other information.)

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

50 Century Hill Drive, Latham, NY 12110

Richard A. Campagnola, R.A.

Principal Architect

Tel.: 518.786.7412

Email: r.campagnola@ctmale.com

Christopher M. Shaver, P.E.

Managing Structural Engineer

Tel.: 518.786.7437

Email: c.shaver@ctmale.com

Christine A. Widay, P.E.

Senior Mechanical Engineer

Tel.: 518.786.7400

Email: c.widay@ctmale.com

Gregory Badger, P.E.

Managing Electrical Engineer

Tel.: 518.786.7400

Email: g.badger@ctmale.com

ARTICLE 7 ATTACHMENTS AND EXHIBITS

§ 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:

- .1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders;
- .2 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

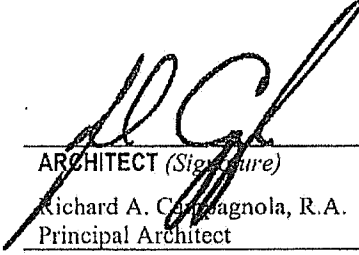
Evaluation Documentation provided as a responsibility of the Owner:

- Construction Documents titled "Central Fire House and Emergency Operating Center," dated January 15, 1965, prepared by Robert Louis Trudeau, Architect.
- Construction Documents titled "Renovations to Central Avenue Fire Station," dated July 9, 1990, prepared by Architecture +.

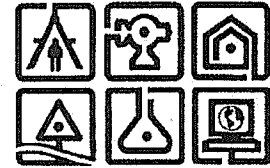
- .3 Other documents:
(List other documents, if any, including additional scopes of service forming part of this Service Order.)

C.T. Male Associates Schedule of Representative Charge Rates – 2021
C.T. Male Associates Schedule of Reimbursable Expenses - 2021

This Service Order entered into as of the day and year first written above.

<hr/> <p>OWNER <i>(Signature)</i></p> <p>William T. Keeler Mayor</p> <hr/> <p><i>(Printed name and title)</i></p>	 <hr/> <p>ARCHITECT <i>(Signature)</i></p> <p>Richard A. Campagnola, R.A. Principal Architect</p> <hr/> <p><i>(Printed name, title, and license number, if required)</i></p>
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SCHEDULE OF REPRESENTATIVE CHARGE RATES

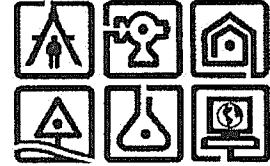


January - December 2021

<u>Professional Level Classifications</u>	<u>Rate Per Hour</u>
P7 - President, Chief Executive	\$300
P7 - Vice President(s)	\$200 to \$245
P6 - <i>Managing:</i> Engineer, Environmental Scientist, Surveyor, Architect, Land Planner, GIS Specialist	\$140 to \$210
P5 - <i>Senior:</i> Engineer, Environmental Scientist, Surveyor, Architect, Land Planner, Project Manager, GIS Specialist	\$130 to \$170
P4 - <i>Project:</i> Engineer, Environmental Scientist, Surveyor, Architect, Land Planner, Manager, GIS Specialist	\$110 to \$160
P3 - <i>Assistant Project:</i> Engineer, Environmental Scientist, Surveyor, Architect, Senior Architect Intern, Land Planner	\$85 to \$130
P2 - Design Engineer, Environmental Scientist, Architect, Architect Intern, Intern Land Planner; Project Coordinator	\$75 to \$105
P1 - <i>Intern/Junior:</i> Engineer, Environmental Scientist, Surveyor, Architect	\$70 to \$95
<u>Technical Level Classifications</u>	
T6- Senior Designer, Senior Construction Observer, Senior Engineering Technician, Senior GIS Technician, Senior Crew Chief	\$105 to \$145
T5 - Engineering Technician V, Designer, Senior Designer, Construction Observer, Senior Crew Chief, Environmental Technician, GIS Technician, Survey Technician, GPS Manager	\$80 to \$130
T4 - Senior Drafter, Construction Observer, Field Scientist, Crew Chief, Designer, Instrument Operator, Survey Technician	\$75 to \$105
T3 - Drafter, Instrument Operator, Survey Technician, Field Scientist, Construction Observer, GIS Technician	\$60 to \$100
T2 - Instrument Operator, Drafter, Field Scientist, Construction Observer, GIS Technician	\$50 to \$95
T1 - Junior Drafter, Instrument Operator Intern, Junior Technician, Field Scientist, Construction Observer, GIS Technician	\$50 to \$85
<u>Support Services</u>	
S - Administrative Assistant, Clerk, Project Coordinator	\$75 to \$90

REIMBURSABLE EXPENSES

January - December 2021



1. **Travel:**
 - * mileage and tolls (\$.56 per mile)
 - * train
 - * taxi, subway, bus
 - * travel time
 - * car rental, gas
 - * airplane (coach fare)
 - * parking
 - * tips
2. **Meals and Lodging:** At cost.
3. **Photocopies:** \$ 0.14 each
 - * color copies/photos
 - 8 1/2x11 \$.75 each
 - 11x17 \$1.50 each
4. **Report Printing:** 10 copies or more (\$.07 per page), less than 10 copies (\$.14 per page)
 - * specifications
 - * 3-Ring binders for reports – at cost
 - * bindings
5. **Printing:**
 - * B&W: \$.35/per square foot
 - * Color: \$.39/per square foot
 - * Mylars: \$2.00/per square foot
6. **Scanning:**
 - * \$.14/per 8 1/2 x 11
 - * \$.35/per square foot
7. **CD Burning:**
 - * \$2.00/per CD
8. **Rental or purchased equipment:** Tools (e.g. scaffolding, special lighting, etc. for measuring and photographing existing building), at cost.
9. **Fax charges:**
 - * One page \$1.00 (minimum charge)
 - * Two or more pages \$.50 (per page up to \$10.00)
10. **Mail Deliveries:**
 - * Certified mail \$3.55, not including first class postage
 - * Return receipt \$2.85, not including first class postage
 - * Insurance \$1.95/\$50 per piece mailed
 - * Bulk mailings Large reports, etc., Client cost to mail, typically UPS ground
 - * Courier service Client cost to courier/deliver
 - * Overnight service Federal Express, UPS, etc., at cost to Client
11. **Consultant's Expenses:** With 10% mark-up