

REQUEST FOR AGENDA ITEM
Legislative Request / BOM Request

Legislative Request _____ BOM Request x_____

Date ___01-25-22_____

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 _____

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_NTE \$7600_____

All back -up material has been submitted __x__

Explanation: Historic Preservation A-E Services for the Library. Reviewing proposed modifications on the building so they conform to SHPO Guidelines _____

Use space or add typed attachment.

Submitted by: ___Garry Nathan___

date___1-25-2022_____

Lacey Thaler Reilly Wilson

Architecture & Preservation, LLP

January 20, 2022

Garry Nathan, PE
City Engineer
City of Cohoes
97 Mohawk Street
Cohoes, NY 12047

Re: Miscellaneous Architectural and Historic Preservation Services Proposal

Dear Mr. Nathan,

Thank you for the opportunity to submit our proposal to provide miscellaneous architectural and Historic Preservation services. Lacey Thaler Reilly Wilson Architecture & Preservation, LLP (LTRW) is a full-service architectural firm located in Albany, NY which specializes in the renovation, restoration, and adaptive reuse of existing and historic buildings.

Services under this Agreement may include peer review of recommendations for stabilization, repair, and restoration of the Cohoes Public Library; meetings with City of Cohoes officials and/or other design professionals that you select; investigations into specific building problems that you identify; or other services upon which the City of Cohoes and LTRW mutually agree.

Lacey Thaler Reilly Wilson Architecture & Preservation, LLP proposes to complete work under this Agreement based on an hourly basis. Fees will be based on actual hours spent multiplied by our standard hourly rates. This proposal is for a Not-to-Exceed amount of Seven Thousand Six Hundred Dollars (\$7,600.00). If the City desires additional services, a separate Agreement will be provided.

We are prepared to begin tasks under this Agreement immediately upon your authorization to proceed.

If you have any questions regarding this proposal, please do not hesitate to contact me. If this proposal is acceptable, this letter and the attached terms can serve as our contract for the work. Please sign below and return a copy for our record.

Sincerely,

Accepted by the City of Cohoes:



Mark Thaler, AIA, NCARB
Partner
518-424-5186
mthaler@ltrw-arch.com

Date: _____



LACEY THALER REILLY WILSON ARCHITECTURE & PRESERVATION

TERMS AND CONDITIONS OF AGREEMENT

Fixed Fee Projects

Billings are based on the percent of completion of our work against the agreed upon fixed fee.

Hourly Projects

Billings are based on time in hours that our staff works on the project at our standard hourly rates.

Estimated Fees

Our fee estimate is valid for 30 days. Where an estimated total is given for hourly work, it shall not constitute an upset figure but is provided to assist you in project budgeting only.

Retainers

Our work commences when we receive your written authorization to proceed and the agreed retainer, which will be applied to the final invoice.

Invoices

You will receive an invoice every month for services performed during the previous month. Payment is due upon receipt. Interest will be added 60 days after the invoice date at the rate of 2% per month. We have the right to suspend work without breach of contract if your account is past due. Final documents will not be professionally stamped or delivered until we are paid to date.

Reimbursable Expenses

Our expenses on the following will be billed at 1.1 times actual cost: transportation and living expenses; reproduction of project documents; CAD plots for deliverables; postage and delivery; photographs including processing; outside consultants, specialized services; additional insurance that you request; renderings and models, and any other direct project expenses.

Additional Services

These are services beyond those agreed to, including among others, our revisions due to your adjustments in the scope, budget, schedule, or quality of the project or the method of bidding or negotiating and contracting for construction. Additional Services will be billed at our hourly rates prevailing at the time services are rendered, and our consultants at their hourly rates prevailing at the time services are rendered plus ten percent.

Special Services

We can provide, at your authorization, graphics and signage design, fine arts consultation and specialized services in interior design, planning, computer-aided animation and modeling, and enhanced construction administration services.

Change of Scope

We have the right to renegotiate our fee if the original scope is changed or if our services are not completed within the agreed upon time period thru no fault of our own.

Existing Conditions

Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the building, you agree that, except for our negligence, you will hold us harmless, from any claims arising out of the assumptions made regarding the existing conditions.

Change Orders

We will review change orders for your approval. Provided that change orders are required by causes not solely within our control, this will be treated as an additional service. You agree that change orders resulting from projects constructed by the Fast Track method, where our design and coordination services may be out of conventional sequence, are not due to a breach of our agreed obligations.

Shop Drawings Review

Our review of shop drawings shall be for general conformance to the design concept and shall not relieve any contractor or subcontractor from obligations to comply with the contract documents.

Use of Architects' Instruments of Service

All drawings, specifications, sketches, reports and documents which we prepare, including those in electronic form, are instruments of service for use solely with respect to this Project, and shall remain our property with all common law, statutory and other reserved rights including copyrights, retained. You may not use these instruments of service for future additions or alterations to this Project without our permission. You agree that upon termination of this Agreement for any reason including nonpayment, all documents that we furnished you, will be returned and will not be used for any purpose.

Insurance

We will not be responsible for any loss, damage or liability arising from your negligent acts, errors and omissions or those by your consultants, contractors and agents or from those of any person for whose conduct we are not legally responsible.

Limitation of Liability

We maintain General and Professional Liability Insurance. Upon written request, we will furnish Certificates of Insurance. For any damage or costs resulting from errors, omissions, or other professional negligence in the performance of our services, our liability to all claimants at any time will be limited to a single aggregate sum not to exceed our fee.

Agreement Termination and Project Suspension

Our Agreement may be terminated upon 7 days written notice by either party if the other party fails to perform by these agreed terms. In the event of either termination or project suspension, you will pay us for services and reimbursables then due. If you suspend the project for more than 30 days, the balance of our fee shall be adjusted to reflect current personnel expense and the cost of project restart. If your project is suspended for more than 90 days, it shall be deemed terminated. We shall have no responsibility for any consequences resulting from our inability or failure to complete the services contemplated by this Agreement as a result of termination or suspension, prior to completion of the project.

Design Without Construction Phase Services

If the owner opts for Design Services without Construction Phase Services, the Owner assumes all responsibility for interpretation of the Contract Documents and for Construction Observation, and waives any claims against the Architect that may be in any way connected thereto. The owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities except for claims arising from the sole negligence or willful misconduct of the Architect.

Publicity

You agree to credit us by name in all publicity involving the project. We reserve the right to use presentation drawings, models and photographs of the project for our marketing purposes. We will not, however, reveal specific project information to the public or press without your prior written approval.

Standard of Care

In accepting these Terms and Conditions of Agreement, you acknowledge the inherent risks associated with construction. In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

Dispute Resolution

You agree that any claim, dispute, or other matter of question arising out of this Agreement shall be subject to mediation prior to legal proceedings, and that we will split all fees associated with mediation.

Modification of Terms

These terms may be amended upon written acceptance by both parties which may include email communication.

Lacey Thaler Reilly Wilson

Architecture & Preservation, LLP

SCHEDULE OF HOURLY RATES

Lacey Thaler Reilly Wilson Architecture & Preservation, LLP

Partner	\$ 190.00
Project Manager	\$ 170.00
Senior Technical Designer	\$ 150.00
Senior Project Architect	\$ 125.00
Project Architect	\$ 105.00
Sr. Project Designer	\$ 95.00
Project Designer	\$ 80.00
Jr. Project Designer	\$ 65.00
Specification Writer	\$ 120.00
Clerical / Support	\$ 70.00

Rate Schedule valid through December 31, 2022.