

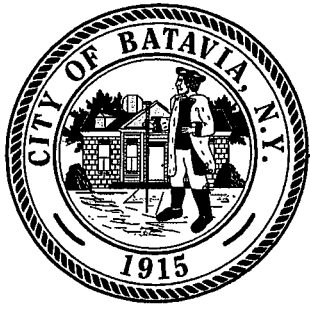
## BATAVIA CITY COUNCIL SPECIAL CONFERENCE MEETING

City Hall - Council Board Room  
One Batavia City Centre  
Monday, January 10, 2022  
7:00 PM

### AGENDA

- I. Call to Order
- II. Public Comments
- III. Council Response to Public Comments
- IV. Communications
  - a. BID FeBREWary Beer Walk – February 26, 2022
- V. Council President Report
  - a. Announcement of the next City Council Meeting to be held on Monday, January 24<sup>th</sup>, 2022 at 7:00 p.m. at the City Hall Council Board Room, 2<sup>nd</sup> Floor, City Centre
- VI. Selection of Architecture and Engineering Firm For The New Police Facility
- VII. Creation of Temporary HR Director Position
- VIII. Homeland Security Grant\*\*\*
- IX. Schedule A Public Hearing For Pearl Street Rezoning\*\*\*
- X. 2021 STOP-DWI Budget Amendment\*\*\*
- XI. Adjournment

\*\*\*Move to Tonight's Business Agenda



# City of Batavia

## *MEMORANDUM*

**To:** Rachael Tabelski, City Manager  
**From:** Heidi J. Parker, Clerk-Treasurer  
**Date:** 1/3/22  
**Subject:** Event Summary

Below please find the summary for the events to be reviewed by City Council on January 10, 2022:

### **BID FeBREWary Beer Walk – 2/26/2022**

There are no costs from the departments for this event.

**\*\*NOTE** – Event sponsors are responsible for any costs that may be incurred because of their event and have been made aware of this change until further notice.



City of Batavia  
Batavia, New York 14020  
(585) 345-6300

Official Use Only:

2022 - 1

Event Application #:

Event Application Fee - \$25.00 (non-refundable)  
(A separate permit must be issued for each item requested)

Event Sponsor Batavia Business Improvement District

Type of Event FEBREWARY Beer Walk

Day and Date of Event Saturday Feb 26, 2022

Time of Event (don't include set up time here - just actual event time) 4-8 PM

Location of Event Downtown Businesses

Details of Event (be as specific as possible!) same format as wine walk. Ticket holders (21 and up only) will sample craft beer/cider at 20 different downtown businesses.

Contact Information:

Primary contact:

Secondary contact:

Name Shannon Maute

Don Brown

Phone # 344-0900

343-2081

Mailing address

E-mail address director@downtownbataviany.com

donald@charlesmensshop.com

\* Events will be posted on the City's website calendar. If there is a website you would like to include that people can visit for more information or registration, if applicable, note website here: \_\_\_\_\_

Will there be alcohol at your event? Yes  No  If yes, complete the following:

Type of alcoholic beverage to be served: Liquor  Wine  Beer

Will you be providing alcohol to your group? Yes  No

Will you be selling alcohol to your group? Yes  No  Insurance certificate **WILL BE** required with **Liquor Legal**.

Will people be allowed to bring alcohol to the event? Yes  No

Who will be applying to the NYS Liquor Authority for the permit to sell? each downtown business will apply for their own NYS liquor day of event.

It is the Applicant's responsibility to police the area during the gathering to make sure all Alcohol Beverage Control rules are followed. Also, after the event Applicant is responsible to dispose of all empty bottles and debris.

\*\* If you are contracting with a group to sell alcohol during your event on city property, separate insurance is required from them with Liquor Legal in addition to your insurance. \*\*

**PAID**  
DEC 13 2021  
CITY OF BATAVIA  
CLERK-TREASURER

**EVENT INFORMATION (required):**

Set up date: 2/24/22

Set up time: 4:00 PM

Tear down date: 2/24/22

Tear down time: 8:00 PM

**PLEASE LIST ALL DATES / TIMES AND CROWD INFORMATION BELOW:**

Date: 2/24/22 Start time: 4:00 PM End time: 8:00 PM

Estimated crowd size: 1000 # of Vendors/Displays 20 locations

**WILL THE EVENT INCLUDE:**

- Parade: Yes  No  (MAP OF DESIRED ROUTE MUST BE ATTACHED)
  - Run or Walk: Yes  No  (MAP OF DESIRED ROUTE MUST BE ATTACHED)
  - Music: Yes  No  (SITE DRAWING OF STAGE OR DJ LOCATION ATTACHED)
  - Street Closure(s): Yes  No  (MAP OF CLOSED STREETS AND DROP LOCATION OF BARRICADES)
  - Other: Yes  No  (MAP OF DESIRED ROUTE MUST BE ATTACHED)
- Fireworks or Hazardous Materials? Yes  No  Carnival or Amusement Rides? Yes  No

Name of Company Providing Above: \_\_\_\_\_ Company Contact/Representative \_\_\_\_\_ Phone # \_\_\_\_\_

Address, Street \_\_\_\_\_ City \_\_\_\_\_ Zip Code \_\_\_\_\_

Music: Live Group  Recorded/DJ

Name of Company Providing Above: \_\_\_\_\_ Company Contact/Representative \_\_\_\_\_ Phone # \_\_\_\_\_

Address, Street \_\_\_\_\_ City \_\_\_\_\_ Zip Code \_\_\_\_\_

**CITY SERVICES SUPPORT:**

**City Code 66-15, D-2** *The City reserves the right, as part of the permitting process, to require the applicant to pay for additional operational costs of the City associated with the event.*

FOR EVENTS IN CITY PARKS, GARBAGE PICK-UP WILL BE MADE ONLY TO GARBAGE CANS ON SITE. ADDITIONAL GARBAGE MUST BE BAGGED AND REMOVED FROM PREMISES BY EVENT SPONSOR.

**ELECTRIC:**

Will electric be needed for the event? Yes  No

What will you be providing electric to? \_\_\_\_\_

Will generators be used? Yes  No  \*see Special Events Inspection ✓ list for compliance\*

If yes, INCLUDE SITE DRAWING INDICATING PLACEMENT/LOCATION OF GENERATOR

SIZE OF GENERATOR(S) \_\_\_\_\_ FUEL SOURCE - GAS -  - DIESEL -  - PROPANE -

**TENTS/CANOPIES/POP-UPS: See appendices for compliance checklist – all tents will be inspected \*\***

Will Tents/Canopies or other membrane structures be erected at event?  
Will a bounce house or other air supported structures be erected at event?

Yes  No   
Yes  No

**NOTE** – Appropriate anchoring is required for all tents, canopies, and pop-up structures

Please list size(s) of Tents/Canopies or other temporary structures erected\* \_\_\_\_\_

**ANCHORING INTO PAVEMENT IS PROHIBITED!**

If anchoring in grass, soil areas please contact the NYS Dig Safe # at: 1-800-962-7962 or 811

**STREET CLOSURE(S):**

**ANY EVENT REQUIRING A STREET CLOSURE REQUIRES 90 DAY ADVANCE NOTICE**

Will street(s) need to be closed for the event? Yes  No  Reason: \_\_\_\_\_

**List Street(s) and Cross Street(s) that will be affected:**

_____	&	_____
<i>Street to be closed</i>	<i>Cross Streets</i>	
_____	&	_____
<i>Street to be closed</i>	<i>Cross Streets</i>	
_____	&	_____
<i>Street to be closed</i>	<i>Cross Streets</i>	
_____	&	_____
<i>Street to be closed</i>	<i>Cross Streets</i>	

Will street barricades be requested from the City? Yes  No  How Many? \_\_\_\_\_

Will traffic cones be requested from the City? Yes  No  How Many? \_\_\_\_\_  
*(Drop off locations of requested items must be identified on the site drawing)*

**BANNERS / SIGNS OR OTHER DECORATIONS ARE NOT TO BE ATTACHED TO STREET BARRICADES, TRAFFIC CONES, LIGHT POLES, OR ANY OTHER CITY PROPERTY**

Are there any other city materials or personnel requested for the event? Identify below: *(there may be additional costs)*

\_\_\_\_\_  
\_\_\_\_\_

**POLICE**

Will City Police Officers be requested for the event? Yes  No

**FINAL DETERMINATION FOR NUMBER OF POLICE OFFICERS and UTILIZATION WILL BE AT THE DISCRETION OF THE CITY.**

\_\_\_\_\_

**PLEASE NOTE:**

1. Be as specific as possible in the description so we have the best understanding of your event. Also, be clear as to what you would like provided by the City. **Applications should be submitted at least 30 days in advance.**
2. Fire hydrants, Cross Streets/Alleys and Store Fronts **Shall Not Be Blocked** by any Vehicle or Concession at any time.
3. An Emergency Vehicle Safety Lane Must be Maintained at All times at All Locations
4. Fuel Containers Must be of an Approved type and Must be Properly Secured
5. Deep Fryers Must Be Approved. Commercial Types Require a Type "K" Portable Fire Extinguisher
6. All Food Vendors Must Have a Type ABC Fire Extinguisher. All Fire Extinguishers Must Be Inspected Within The Last Year. **A Valid Health Department Permit Must Be Displayed.**
7. No grease or substance of any kind may be discharged upon the streets, sidewalks, or into the storm drains and/or sewers
8. City Sign Ordinances Shall Be Complied With At All Times And In All Regards
9. No paint or other markings may be placed on the street surface.
10. Any overtime and/or material costs in excess of \$500, as determined by City Departments, must be paid by the event sponsor or other party. The application fee is due at time of submission of the application and is non-refundable.
11. Vendor/participants must also follow all inspection/temporary structure rules found in the appendices (pg 6-7)
12. If approved, a Certificate of Liability Insurance of at least \$1,000,000 naming the City of Batavia as an additional insured for at least the day(s) of the event must be submitted to the City Clerk prior to the event date.

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**Hold Harmless Agreement**

Batavia Business Improvement District, the organizer/sponsor, shall indemnify, hold harmless, assume liability for and defend the City of Batavia, its employees, officers and agents from any and all damages, costs and expenses including but not limited to, attorney's fees, court costs, and all other sums which the City of Batavia its employees, officers and agents may pay or become obligated to pay on account of any and every demand, claim or assertion of liability, or any claim founded thereon, arising or alleged to have arisen out of the activities described in this special event application and sanctioned by the permit issued by the City of Batavia or by any act or omission of the B.I.D. (Organizer/Sponsor), its members, agents, employees, volunteers, officers, or directors in relation to activities described in this application and sanctioned by the issuance of a special event permit.

12/10/21  
Date:

Batavia Business Improvement District  
Name of Event Sponsor:

Elizabeth Kemp Director  
Authorized Signature, Title

Elizabeth Kemp  
Name - Printed or Typed

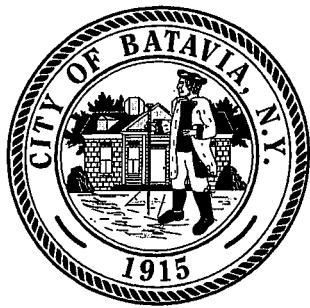
The rules and information contained within this application have been read and will be adhered to.

12/10/21  
Date:

Elizabeth Kemp  
Signature of Applicant:

**Please forward this application to:**

**City Clerk's Office  
Attention: Events Applications Department  
One Batavia City Centre  
Batavia, New York 14020**



# City of Batavia

## *Memorandum*

To: Honorable City Council Members

From: Rachael J. Tabelski, MPA, City Manager

Date: December 22, 2021

Subject: Execution of Agreement with Ashley McGraw Architects, D.P.C. For Architecture and Engineering Services for the New Police Facility

The City of Batavia, with assistance from Ken Pearl, President and Principal-in-charge of Architecture Unlimited, LLC, issued a Request for Proposals (RFP) for architecture and engineering services for the design of the new police facility.

Many firms responded with proposals, and four were selected as finalists by the City to interview and discuss their qualifications, expertise, and ability to deliver a project on-time and on-budget.

After in person interviews with a panel of City staff, I recommend selecting Ashley McGraw, of Syracuse, for architectural and engineering services. The total cost of the contract is \$615,000.

Ashley McGraw has completed hundreds of public sector projects across New York State and brings together a team of professionals dedicated to creating a new police facility in the heart of downtown that compliments the existing urban landscape, and is safe and functional for the City's police officers.

Attached is the contract for you review. I recommend that the City Council of the City of Batavia authorize the City Council President to execute the agreement for architectural and engineering services with Ashley McGraw for the new police facility.

#-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BATAVIA  
AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR ARCHITECTURE  
AND ENGINEERING FOR THE BUILDING OF THE NEW POLICE FACILITY**

**Motion of Councilmember**

**WHEREAS**, the City Council of the City of Batavia is prepared to move forward with plans for a new police facility as a capital project; and

**WHEREAS**, the City issued Requests for Proposals (RFPs) to licensed architectural and engineering firms to solicit proposals; and

**WHEREAS**, the City selects Ashley McGraw of Syracuse, New York to design, engineer, and provide construction management services for the new police facility;

**WHEREAS**, the fee for services is \$615,000.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Batavia authorize the City Council President to execute an agreement for architectural and engineering services for the new police facility with Ashley McGraw.

**Seconded by Councilmember  
and on the roll call**

**DRAFT**





## Architecture Unlimited, LLC

8304 Main Street  
Williamsville, New York 14221  
T. (716)-204-9733  
[www.AUbuild.net](http://www.AUbuild.net)

December 15, 2021

Mrs. Rachael J. Tabela  
City Manager  
City of Batavia  
One Batavia City Centre  
Batavia, New York 14020

**Re: AE Search for Professional Services  
New Batavia Police Department Project**

Rachael,

As you are aware, a formal search concluded to find an architecture and/or engineering firm (AE) to design a new police facility for the City, a search that was initiated with the issuance of a September 1<sup>st</sup>, 2021 "Request for Qualification/Proposal" (RFP/Q).

This RFP/Q was promoted and advertised through several print and web-based outlets well known to members of the AE community, including the NYS Contract Reporter, a state managed and well-known database for advertising local, county, and state government contracting opportunities.

A significant number of AE firms expressed interest in the project opportunity. About two dozen firms endeavored to respond formally with a written proposal and qualifications submission. The City created a 5-person review committee and reviewed both independently and in group work shops the responses, proposals, qualifications, and overall presentations of all of the responders. The committee then chose to interview four AE firms in person, interviews which included further presentation content from the candidates. Two firms were from the Buffalo area, one from the Rochester area, and the other from the Syracuse area.

Of the four finalists, one firm was chosen for a final proposal and negotiation of contract terms. As a member of the City's 5-person review committee, I concurred with the overall and unanimous determinations of the committee's final selection.

To that end, please accept this letter as my recommendation to select **Ashley McGraw Architects, D.P.C.** and to enter into an agreement to provide AE services for the new Batavia Police Department Project for the final negotiated fee of \$603,000.00 plus \$12,000.00 in potential reimbursable expenses.

Please contact me if you need more information.

Respectfully Submitted,  
Architecture Unlimited, LLC

  
Kenneth W. Pearl, R.A.  
President

 **AIA® Document B101™ – 2017**

**Standard Form of Agreement Between Owner and Architect**

AGREEMENT made as of the **20th** day of **December** in the year **2021**  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

**City of Batavia**  
**One Batavia City Centre**  
**Batavia, New York 14020**

and the Architect:  
*(Name, legal status, address and other information)*

**Ashley McGraw Architects, D.P.C.**  
**125 E. Jefferson Street**  
**Syracuse, New York 13202**

for the following Project:  
*(Name, location and detailed description)*

**The Batavia Police Department Project**  
**at the 'Bank Street Site', Batavia NY**

The Owner and Architect agree as follows.

**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.

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
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10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

**As described in the Owner's September 1<sup>st</sup>, 2021 Request for Qualifications/Proposals for The Batavia Police Department Project.**

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

**As described in the Owner's September 1<sup>st</sup>, 2021 Request for Qualifications/Proposals for The Batavia Police Department Project.**

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

**As described in the Owner's September 1<sup>st</sup>, 2021 Request for Qualifications/Proposals for The Batavia Police Department Project. (ref: \$8,800,000 construction budget)**

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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.1 Design phase milestone dates, if any:

**Schematic Design: January 10, 2022 to April 29, 2022**  
**Design Development: May 2, 2022 to September 1, 2022**  
**Construction Documents: September 2, 2022 to December 1, 2022**

.2 Construction commencement date:

**on or about April 1, 2023**

.3 Substantial Completion date or dates:

**on or about May 30, 2024**

.4 Other milestone dates:

**July 1, 2024**

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

- a. **RFQ/P for Design Services**
- b. **Competitive Bid Multiple-Prime Contracts for Building/Site Construction**
- c. **Competitive Bid / Negotiated Contracts for misc. fixtures, furnishings & equipment (FF&E)**

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

**Not Applicable**

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

**Mr. Kenneth W. Pearl, R.A.**  
**Building Science Services, LLC**  
**8304 Main Street**  
**Williamsville, New York 14221**  
**716-204-9733**  
**kpearl@buildingscienceservices.com**

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

**Not Applicable**

§ 1.1.9 The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

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.1 Geotechnical Engineer:

**To be Determined**

.2 Civil Engineer:

**Not Applicable**

.3 Other, if any:

*(List any other consultants and contractors retained by the Owner.)*

**Not Applicable**

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

**Mr. Andrew Schuster, AIA, NCARB, LEED AP, Principal**  
**Ashley McGraw Architects, D. P.C.**  
**125 E. Jefferson Street**  
**Syracuse, New York 13202**  
**315-425-1714**  
**schuster@ashleymcgraw.com**

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

**Ravi Engineering & Land Surveying, P.C.**  
**2110 S. Clinton Avenue, Suite 1**  
**Rochester, New York 14618**

.2 Mechanical/Electrical/Plumbing/Fire-Protection Engineer:

**M/E Engineering, P.C.**  
**441 S. Salina Street, Suite 702**  
**Syracuse**

.3 Site/Civil/Landscape Engineer:

**Environmental Design & Research, D.P.C.**  
**217 Montgomery Street, Suite 1100**  
**Syracuse, New York 13202**

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4 IT Network Design:

**Infiniti Technology Solutions**  
7037 Fly Road  
E. Syracuse, New York 13057

5 Public Safety Specialist:

**Context Architecture**  
65 Franklin Street, 5<sup>th</sup> Floor  
Boston, MA 02110

6 Cost Estimator:

**Trophy Point Construction Services & Consulting**  
4588 South Park Avenue  
Blasdell, New York 14219

§ 1.1.11.2 Consultants retained under Supplemental Services:

**Not Applicable**

§ 1.1.12 Other Initial Information on which the Agreement is based:

**Not Applicable**

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement.

§ 2.5.1 Commercial General Liability with policy limits of not less than **two million dollars (\$ 2,000,000 )** for each occurrence and **two million dollars (\$ 2,000,000 )** in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than **one million dollars (\$ 1,000,000 ) combined single limit** for bodily injury, and property damage, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage sufficient to provide a total of not less than five million dollars (\$5,000,000) per occurrence/aggregate.

§ 2.5.4 Workers' Compensation and Disability Insurance as required by State Finance Law Sec. 142, the Architect shall maintain in force workers' compensation insurance upon forms required by or acceptable to the Workers Compensation Board for all of the Architect's employees. Architect shall also maintain disability insurance as required by the Disability Benefits Law of the State of New York.

§ 2.5.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than **five million dollars (\$ 5,000,000 )** per claim and **five million dollars (\$ 5,000,000 )** in the aggregate.

§ 2.5.6 **Additional Insured Obligations.** The Owner shall be an additional insured on the Architect's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.5.7 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

*(Paragraph deleted)*

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall

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provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 The Architect shall implement, maintain, and upgrade as necessary, a web-based File-Sharing Information System to be used to receive, distribute, and maintain Project Documents, Project Reports, Project Schedules, and other information as agreed by the Owner and the Architect. Activities under the Project will be scheduled and documented through the File-Sharing Information System. The File-Sharing Information System shall organize information by activity or other relevant categories, as determined by the Architect and Owner. The Architect shall collect information pertaining to the Project and update the File-Sharing Information System on a weekly basis unless otherwise agreed. The File-Sharing Information System shall contain, at a minimum, the current status on contracts, budget, and schedule, and the documents identified in this Section 3.1.7, including the following:

- .1 The Schematic Design Development Documents
- .2 The Design Development Documents
- .3 The Construction Contract Documents
- .4 Bidding Phase Documents
- .5 Addenda
- .6 Change Orders and Construction Change Directives
- .7 Modifications
- .8 Construction Schedules and Submittal Schedules
- .9 Requests for Information and any responses, logs, or compilations pertaining to Requests for Information
- .10 Approved Shop Drawings, Product Data, and similar required submittals
- .11 Certificates of Insurance received from the Contractor
- .12 Minutes for any meeting the Architect attends
- .13 Any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals
- .14 Record / Archive Documents

§ 3.1.8 The Owner shall have access to all information in the File-Sharing Information System. Other Project participants shall have access to specific information only as approved by the Owner. The Architect shall preserve the documentation and information contained in the File-Sharing Information System for a period of one year from the date of Substantial Completion and at the time provide a copy of all documentation and information contained in the File-Sharing Information System to the Owner.

§ 3.1.9 The Architect shall develop protocols and standards for the exchange and use of information in digital form to be integrated into the File-Sharing Information System. The Architect shall provide information to the Owner and the Owner's consultants and contractors, as required, regarding the use of the Information Management System.

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**§ 3.2 Schematic Design Phase Services**

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

**§ 3.3 Design Development Phase Services**

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

**§ 3.4 Construction Documents Phase Services**

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and

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Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

#### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

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**§ 3.6 Construction Phase Services**

**§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

**§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, or if it is required by law or regulation, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed, or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

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**§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals. Any such delegation of professional design services shall be in conformance with regulations set forth under New York State Education Law, and more specifically, Part 29.3 of New York State Education Department, Office of the Professions, Rules of the Board of Regents, and standards set forth under the New York State Education Department, Office of the Professions, Practice Guidelines for the practices of Architecture, Engineering, and/or Land Surveying.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 Changes in the Work**

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 Project Completion**

§ 3.6.6.1 The Architect shall:

1. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
2. issue Certificates of Substantial Completion;
3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect (AE), Owner, or not provided)</i>
§ 4.1.1.1 Programming	AE
§ 4.1.1.2 Multiple preliminary designs	AE
§ 4.1.1.3 Measured drawings	AE

Supplemental Services	Responsibility <i>(Architect (AE), Owner, or not provided)</i>
§ 4.1.1.4 Existing facilities surveys	AE
§ 4.1.1.5 Site evaluation and planning	AE
§ 4.1.1.6 Civil engineering	AE
§ 4.1.1.7 Landscape design	AE
§ 4.1.1.8 Architectural interior design	AE
§ 4.1.1.9 Value analysis	AE
§ 4.1.1.10 Detailed cost estimating	AE
<i>(Row deleted)</i>	
§ 4.1.1.11 Full-time On-site project representation	Not Provided
§ 4.1.1.12 Conformed documents for construction	AE
§ 4.1.1.13 As-designed record drawings	AE
§ 4.1.1.14 As-constructed record drawings	AE via the Contractor's Specifications
§ 4.1.1.15 Post-occupancy evaluation	Not Provided
§ 4.1.1.16 AE's coordination of Owner's consultants	Not Provided
§ 4.1.1.17 Facility support services	Not Provided
§ 4.1.1.18 Telecommunications/Data Design	AE
<i>(Rows deleted)</i>	
§ 4.1.1.19 Security evaluation and planning	AE
§ 4.1.1.20 Furniture, furnishing, and equipment design	AE <pre>(preliminary &amp; space layout planning) Owner</pre> (final)
§ 4.1.1.21 Acoustical Design	AE
§ 4.1.1.22 Commissioning	Not Provided
§ 4.1.1.23 Sustainable Project Services per §4.1.3	Not Provided
<i>(Row deleted)</i>	
§ 4.1.1.24 Fast-track design services	Not Provided
§ 4.1.1.25 Multiple bid packages	AE
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Subsurface Soil Investigation & Geotechnical Report	Owner
§ 4.1.1.28 Existing Boundary & Topographic Survey	Owner
<i>(Row deleted)</i>	
§ 4.1.1.29 Existing Utility Survey	Owner
<i>(Rows deleted)</i>	

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

**As described in the Owner's September 1<sup>st</sup>, 2021 Request for Qualifications/Proposals for The Batavia Police Department Project.**

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.  
*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

**The Owner will retain the separate services as listed in the preceding Sections 4.1.1.27 through 4.1.1.29. However, the Owner will rely on the AE to assist in establishing the Scope of Services necessary for such separate services.**

§ 4.1.3 If the Owner identified a Sustainable Objective in Article I, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 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:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction:  
or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

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- 3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- 4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- 5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- 1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- 2 Two ( 2 ) visits , per week, to the site by the Architect during construction
- 3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- 4 Two ( 2 ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within **thirty-six ( 36 )** 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 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

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§ 5.7 If the Owner identified a Sustainable Objective in Article I, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the

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Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the

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Architect and its consultants 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 under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

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- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

**§ 8.3 Arbitration**

(§ 8.3. Arbitration - DELETED)

*(Paragraphs deleted)*

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

**ARTICLE 9 TERMINATION OR SUSPENSION**

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement 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.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

**Not Applicable**

Init.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

**Not Applicable**

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 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.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)

**A stipulated sum of six-hundred and three thousand dollars (\$603,000.00), plus reimbursable expenses not-to-exceed twelve thousand dollars (\$12,000.00).**

- .2 Percentage Basis  
(Insert percentage value)

**Not Applicable** ( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other  
(Describe the method of compensation)

**Not Applicable**

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

**Fees for services identified in Section 4.1.1 as "included in basic services" shall be included in Basic Services.**

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

**To be determined**

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus **NA** percent ( **NA** %), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

**To be determined**

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	\$110,847.78	(	18	%)
Design Development Phase	\$135,098.72	(	23	%)
Construction Documents Phase	\$222,613.02	(	36	%)
Procurement Phase	\$15,209.16	(	3	%)
Construction Phase	\$119,231.32	(	20	%)

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Total Basic Compensation	\$603,000.00	(	100	%)
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§ 11.6 When compensation identified in Section 11.1 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.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See attached Exhibit

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

*(Paragraph deleted)*

- .1 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .2 Permitting and other fees required by authorities having jurisdiction over the Project;
- .3 Printing, reproductions, plots, and standard form documents;
- .4 Postage, handling, and delivery;
- .5 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .6 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project, excluding that required per the RFQ/P;
- .7 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .8 All taxes levied on professional services and on reimbursable expenses, the exception being those to which the City of Batavia enjoys municipal status as a sales tax-exempt entity;

*(Paragraph deleted)*

- .9 If requested by the Owner in writing, soil boring and geotechnical report, site survey, and/or NYSBC Chapter 11 Special Inspections;
- .10 Other similar Project-related expenditures, as approved by the Owner in writing and in advance of expense incumments

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants, not to exceed \$12,000.00.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

Init.

Not Applicable

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

~~§ 11.10.2 Progress Payments~~ *2017-2017 work*

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

Not Applicable

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- 1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

*(Paragraphs deleted)*

- 2 Exhibits:

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

- AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this agreement.)*

- Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

Exhibit A – The Scope of Services described in the Owner's September 1<sup>st</sup>, 2021 Request

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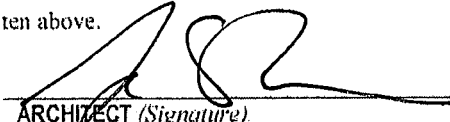
for Qualifications/Proposal

- .3 Other documents:  
(List other documents, if any, forming part of the Agreement.)

Exhibit B – A/E’s Hourly Rate Schedule

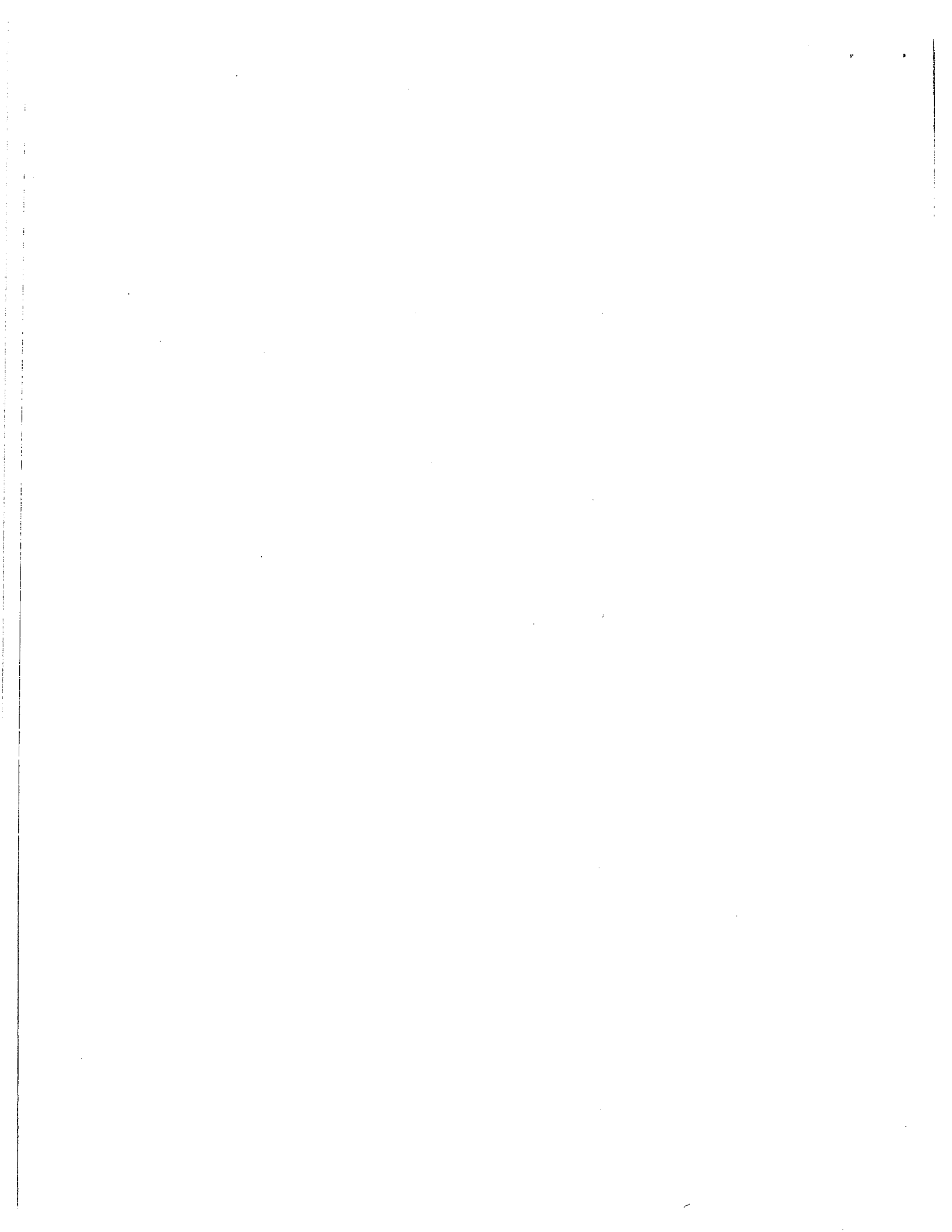
This Agreement entered into as of the day and year first written above.

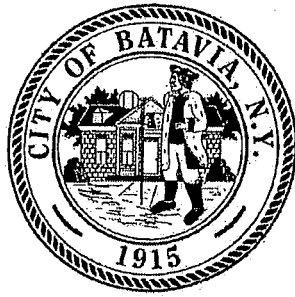
\_\_\_\_\_  
OWNER (Signature)  
\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
ARCHITECT (Signature)  
Andrew Schuster, Principal  
(Printed name, title, and license number, if required)  
NYS # 036192

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# Exhibit A





*AS*

## Office of the City Manager

One Batavia City Centre  
Batavia, New York 14020

Rachael J. Tabelski, City Manager  
585-345-6330

September 1<sup>st</sup>, 2021

**REQUEST FOR QUALIFICATIONS/PROPOSALS  
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES FOR  
THE BATAVIA POLICE DEPARTMENT PROJECT**

### 1. INTENT

The City of Batavia (Owner) is soliciting proposals from a qualified architecture/engineering firm (A/E) to provide professional services for the design and engineering of approximately 19,000 square feet of new municipal police department facilities, and the redevelopment of an existing public parking lot to which the new police facilities will be located. The scope of professional services is to include Schematic/Design Development Phase, Construction Document Phase, Contract Award (Bidding) Phase, and Construction Contract Administration Phase services.

### 2. PROPOSAL DUE DATE

Sealed proposals are due on or before **3:00 PM (EST) Thursday, September 30<sup>th</sup>, 2021**, and are to be delivered to the City Clerk's Office located at One Batavia City Centre, Batavia, New York 14020. The sealed proposal is to be clearly labeled "PROPOSAL FOR PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES – NEW POLICE DEPARTMENT PROJECT"

### 3. OVERVIEW

The City of Batavia Police Department has been operating out of what is, in essence, a large civil-war-era residential dwelling at 10 W. Main Street, Batavia, New York. Various physical needs assessments, condition reports, police redevelopment studies, and most recently, a feasibility study for redeveloping an existing public parking lot on the northwest corner of Bank Street and Alva Place in the City, aka – the Bank Street Site, have been completed by others in the proximate last decade.

Based on that most recent feasibility study, a proposal to implement an actionable plan was put forth for the City of Batavia to commit to improving the facilities that house the City's police department, most notably as a facility-asset tool serving the purposes of modernized police activities and administration including various improvements to features such as staff training, community outreach, protections of civil liberties, premise security, evidence protocols, records storage, access for persons with disabilities, etc.

The feasibility study determined that the Bank Street site could accommodate some basic City preferences to include; that a new facility could be primarily faced on either the corner of Bank St. and Alva Place or along Bank Street itself, that a new facility could be configured to provide a distinct public entry that was easy for the public to locate and access, that a new facility could take advantage of nearby and adjacent public walkways and parking, that a new facility could accommodate secure/enclosed police parking separate from public parking, and notably, that a new facility could fit on the site while still leaving public parking available for adjacent properties that rely upon it.

In summary, the feasibility analysis had concluded with a recommendation the City of Batavia should consider an initiative to design and construct a new one-story police facility in the south/east corner of the current public parking lot, thus creating a new police department facility accessible to the public at the north/west corner of Bank Street and Alva Place. The new facility will be configured with an enclosed parking area for police use just west of the new building along Alva Place. A separate but reconstructed L-shaped public parking lot will remain along its current westerly and northerly sides adjacent to the lot's neighboring buildings with street access remaining to both Alva Place at one end and Bank Street at the other end.

The new building will need to be approximately 19,000 square feet. The new enclosed police parking area will be approximately 27,000 square feet. The work will include reconstruction of the public parking lot and its related underground stormwater infrastructure. **This overall project initiative is estimated to cost \$8,800,000 to remediate, modify, construct, furnish and equip.** Please refer to the Conceptual Sketches depicting this likely project work in Attachment Nos. 3, 4 & 5.

All the previously described elements are currently considered to be part of the overall 'Project'. A full determination as to what extent of new work, alteration work, repair work, demolition & related hazardous material abatement work, and site work will be made during the design phase of the project.

It is anticipated the final design will involve the A/E creating a system and/or variety of Add/Delete and/or Unit Pricing provisions within the contract documents to allow for final cost adjustments at the time of contractor bidding/negotiation.

In addition, the City may elect to consider additional improvement work along with the new police project described above, or to consider separate public improvement work as related yet stand-alone initiatives including; the construction of an open sided roof structure over the secure police parking area to eliminate the challenges of the City's snow removal support operations, the replacement of an existing 4-inch water main service with more modern 8-inch water main service that can more effectively serve domestic and fire protection needs, and a Bank Street improvement public infrastructure program to include traffic calming and pedestrian safety improvements.

The Owner will be responsible to provide information as described in the Owner/Architect Agreement, that will include the following:

- a. Existing boundary and topographic surveys.
- b. Existing utilities surveys.
- c. Subsurface soil investigations and related geotechnical report as required by the NYS Codes.

The A/E shall be responsible to implement, maintain, and upgrade as necessary, a web-based File-Sharing Information System, such as but not limited to 'MasterLibrary', to be used to receive, distribute, and maintain Project Documents, Project Reports, Project Schedules, and other information as agreed by the Owner and the A/E.

#### **4. SCOPE OF SERVICES**

General:

- A. The successful A/E firm will enter into an Owner/Architect agreement in the form of an AIA B101-2017 as modified in Attachment No. 1 and will provide professional services as set forth.
- B. It is anticipated the total construction dollar value will exceed \$500,000. As such, NYS Wicks Law provisions will mandate the construction contract work shall be separated into multiple prime contracts most likely for General Construction (to include Site Work), Plumbing, Mechanical, and Electrical work.
- C. Professional Services: The A/E shall provide professional services necessary for planning and designing the Project, including architectural, site/civil planning & design, utilities/infrastructure design, structural engineering, mechanical engineering, plumbing engineering, environmental engineering, abatement design, interior design, acoustical design, landscape architecture, construction cost estimating, construction contract administration and other services required for the complete performance of the Agreement for each envisioned bid package.
- D. Design Criteria: The A/E shall design the Project to meet the minimum requirements of the following standards as may be applicable.
  1. *NYS Uniform Fire Prevention and Building Code of New York State:*
    - a. *Building Code of NYS*
    - b. *Energy Conservation Construction Code of NYS*
    - c. *Fire Code of NYS*
    - d. *Property Maintenance Code of NYS*
    - e. *Plumbing Code of NYS*
    - f. *Mechanical Code of NYS*
    - g. *Fuel Gas Code of NYS*
  2. *City of Batavia Municipal Law*
  3. *Title II – ADA Standards for State & Local Government Facilities*
  4. *NYS Commission of Correction*
  5. *NYS Office of Children & Family Services, Bureau of Detention Services*
  6. *NYS Office of Children & Family Services, Div. of Juvenile Justice & Opportunities for Youth*
  7. *Federal Occupational Safety & Health Administration Regulations*
  8. *NYS Dept. of Labor PESH Standards*
  9. *New York State Law Sec. 222 – Multiple-Prime Contract requirements (aka Wick's Law)*

10. *New York State Labor Law, Article 8 – Prevailing Wage req's. for Public Construction*

11. *Genesee County Highway Dept.*

12. *U.S. EPA*

13. *Standards/Requirements as may be set forth by various funding/grant entities*

14. *Standards/Requirements set forth for public project non-collusion mandates*

- E. **Cost Limitations:** The A/E shall design the Project to be built within the estimated Project Construction Costs for all work specified and described in the Agreement.
- F. **Time & Order of Work:** The A/E and the Owner shall agree upon a schedule of time and order for development of the Project and the performance of the A/E's services, based upon reasonable times for review, approval, and return of documents to insure the prompt and continued execution of the work. The schedule shall include provisions for the preparation and delivery by the A/E to the Owner the following.
1. Schematic Design Development Documents within **60 calendar days** from the date of receipt of notice to proceed therewith.
  2. Design Development Documents within **90 calendar days** from the date of receipt of notice to proceed therewith.
  3. Construction Documents within **90 calendar days** from the date of receipt of notice to proceed therewith.
  4. Contract Award (Bid Phase) will be completed within the parameter of the Owner's procurement requirements.
  5. Construction Contract Administration will commence upon the Owner's notice to the Contractor(s) to proceed with construction and is anticipated to be completed within **16 months** from such notice to proceed.
  6. Completion of the Warranty Period Phase will be **365 calendar days** from the date of actual acceptance of work by the Owner.
- G. **Attendance at Conferences/Meetings:** The A/E and/or its' Representatives shall attend all conferences and meetings involving matters related to the design and construction of the Project, when as deemed necessary by the Owner. The A.E shall be responsible to record and distribute accurate minutes to all parties within five (5) business calendar days after any meeting date.

Schematic/Design Development Phase:

- A. Upon receipt of the Owner's written notice to proceed, the A/E shall prepare and deliver Schematic/Design Development Documents to the Owner in accordance with the timeframe specified.
- B. The A/E shall conduct inspections to confirm site conditions and review all available as-built construction documents and previously developed study information furnished by the Owner to eliminate duplication of work and/or to determine via professional expertise if initial design solutions/concepts are valid or appropriate.
- C. The A/E shall meet with the Owner to determine the detailed scope of the Project.
- D. The A/E shall submit a letter to the Owner regarding the number of bid packages recommended to meet the scope of the Project.
- E. Schematic Design Development Documents must include an analysis of the site to include suitability of lot size, lot location, accessibility, availability of utilities, traffic patterns, drainage issues, environmental issues, etc. The firm shall provide visual effects showing preliminary layouts, a footprint of the proposed building identifying its location on the site including parking areas for patrons and vehicle accessibility.

- F. Documents must include a preliminary conceptual building design that should address, but not be limited to , security, acoustics, equipment, technology, environmental controls, lighting, furnishings, fixtures, access to and from the site, and compliance with relevant local, state and federal regulations regarding building facilities. As part of the conceptual designs, the A/E will provide drawings that include preliminary floor plans, site plans, building elevations, and building sections.
- G. Design Development Documents shall constitute a presentation of the complete concept of the Project, including all major elements of building design, planned to promote economy both in construction and administration, and to comply with current criteria and cost limitations. This shall include:
1. *Specifications*: Submit sample specifications, products, and manufacturer's data sheets for all proposed materials for each trade, for the Owner's review, evaluation, and comment.
  2. *Drawings*: Schematic/Design Development Plans and associated details to serve as a basis for cost estimating for the Owners review, evaluation, and comment.
  3. Prepare preliminary itemized construction cost estimate for the proposed work at the beginning of the Schematic/Design Development Phase for Owner review and evaluation.
  4. Prepare three (3) complete sets of all final Schematic/Design Development Phase drawings, outline specifications and/or reports, for Owner review and approval.
  5. Prepare detailed itemized construction cost estimate for Owner's review at the completion of the Schematic/Design Development Phase.
- H. The Owner shall make available existing record drawings, initial design/program information, etc.; however, this does not preclude the A/E's responsibility to verify all field and design conditions. Any errors in the A/E's construction documents that result from the assumptions made when the existing condition is clearly obtainable will be the responsibility of the A/E to rectify said errors at no additional cost to the Owner.
- I. The A/E shall incorporate value engineering to analyze the functions of space, systems, equipment, facilities, services, construction means & methods, labor and/or material supplies, etc. for the purpose of achieving the essential function at the lowest life cycle costs consistent with required performance, reliability, quality, safety, and durability. The A/E shall perform such services throughout the design process to ensure that the best overall value is realized for the project. The A/E shall be required to make professional recommendations and provide options available with performance and cost comparisons to the Owner wherever potential cost savings are possible without hindering the project objectives. The Owner reserves the right to direct the A/E to analyze the functions of systems, equipment, facilities, services, supplies, and materials being considered. The A/E agrees that this value engineering shall be completed as part of the base design contract services and will not be additional services. Where such analysis is deemed appropriate, said analysis will be documented in meeting minutes or similar written documents of record.
- J. Construction Cost Analysis: The A/E shall furnish the Owner with an estimated construction cost of the Project consistent with the Schematic Design Phase Documents and related Project scope. Changes from the Owner's initial Project construction cost shall be evaluated. The cost analysis shall include:
1. Costs for building and site construction of each bid package being proposed described as 'per square foot' and/or per component feature and/or per time period, etc. at a minimum to provide and initial but accurate cost opinion for review by the Owner.
  2. Costs for Fixtures, Furnishings & Equipment of each bid package being proposed described as 'per square foot' and/or per component feature and/or per time period, etc. at a minimum to provide and initial but accurate cost opinion for review by the Owner.
  3. Costs for other required expenses necessary for full completion of the project work.



Design Development Phase:

- A. Upon receipt of the Owner's written notice to proceed, the A/E shall prepare and deliver Design Development Documents to the Owner in accordance with the timeframe specified.
- B. The A/E shall meet with the Owner to further develop the detailed scope of the Project.
- C. If previous recommendations have changed, the A/E shall submit a letter to the Owner regarding the revised number of bid packages recommended to meet the scope of the Project.
- D. The drawings and specifications produced in this phase shall be consistent with the Owner's approved Schematic/Design Development Documents and the estimated Project construction cost. Any changes that may be recommended by the A/E to keep within the estimated Project construction costs, or for other reasons arising during detailed study, shall be advanced in writing to the Owner and shall require the approval of the Owner before execution.
- E. Design Development Documents shall constitute a presentation of the Project, including all major elements of building design, planned to promote economy both in construction and administration, and to comply with current criteria and cost limitations. This shall include:
  - 1. *Specifications*: Submit sample specifications, products, and manufacturer's data sheets for all proposed materials for each trade, for the Owner's review, evaluation, and comment.
  - 2. *Drawings*: Design Development Plans and associated details to serve as a basis for cost estimating for the Owners review, evaluation, and comment.
  - 3. Prepare preliminary itemized construction cost estimates for the proposed work at the 50% completion of the Design Development Phase for Owner review and evaluation.
  - 4. Prepare three (3) complete sets of all final Design Development Phase drawings, outline specifications and/or reports, for Owner review and approval.
  - 5. Prepare detailed itemized construction cost estimate for Owner's review at the completion of the Design Development Phase.
- F. Progress Documents: The A/E shall provide three (3) paper sets and one (1) electronic set in PDF format of completed review sets of all DD Phase drawings technical specifications at 50% and 100% completeness to the Owner for review.
- G. As required, the A/E shall prepare the DD Phase documents in such form and manner as to enable the Owner to make review the project developing and for taking separate bids and separate contract awards for different parts of the Project.
- H. The A/E shall incorporate value engineering to analyze the functions of space, systems, equipment, facilities, services, construction means & methods, labor and/or material supplies, etc. for the purpose of achieving the essential function at the lowest life cycle costs consistent with required performance, reliability, quality, safety, and durability. The A/E shall perform such services throughout the design process to ensure that the best overall value is realized for the project. The A/E shall be required to make professional recommendations and provide options available with performance and cost comparisons to the Owner wherever potential cost saving are possible without hindering the project objectives. The Owner reserves the right to direct the A/E to analyze the functions of systems, equipment, facilities, services, supplies, and materials being considered. The A/E agrees that this value engineering shall be completed as part of the base design contract services and will not be additional services. Where such analysis is deemed appropriate, said analysis will be documented in meeting minutes or similar written documents of record.
- I. Construction Cost Analysis: The A/E shall furnish the Owner with an estimated construction cost of the Project consistent with the Design Phase Documents and related Project scope. Changes from the Owner's initial Project construction cost shall be explained in writing. The cost analysis shall include:
  - a. Unit quantity, unit measure, unit cost, and total of labor and materials for each subheading.

- b. Taxes and insurance on labor (If applicable. Be advised this project will have NYS Sale Tax Exempt status as a publicly funded endeavor).
  - c. Applicable subcontractor's mark-up as a percentage of cost.
  - d. Prevailing wage rates that reflect current wages at the time the estimate is submitted.
  - e. Price of material at the contractor's buying level
  - f. Escalation as of time of award shall be shown as a separate line item.
- J. Approvals by Owner: The A/E shall submit complete DD Phase Documents to the Owner, making all changes necessary to obtain approvals from the Owner. Such approval shall not relieve the A/E of their other obligations under this Agreement except as to features thereof upon which the Owner has specifically instructed the A/E in writing and to which the A/E may specifically have objected to in writing.
- K. Approvals by other Agencies: The A/E shall submit up to five (5) additional completed DD Phase Documents to the Owner for use in approvals of other agencies related to tenants/occupants of the completed building and to separate local, state, and federal agencies of the government having jurisdiction over the Project, and who have the right to require approval of any features thereof, and to any other agencies as follows. If obtaining such approvals causes or requires non-compliance with design or regulatory compliance, the A/E shall promptly notify the Owner in writing.
- a. Who will furnish services to the completed project,
  - b. Whose services require provisions therefore in the design, and
  - c. Whose approval is required to ensure such services.
- L. Changes Required: The A/E shall promptly make all changes in the DD Phase documents necessary to obtain approval of the agencies described above, and to secure approval from the Owner without additional compensation or reimbursement. If subsequent to the date of the Owner's notice to proceed with preparation of the documents, revisions in applicable building codes or other regulations requiring changes that add an expense to the A/E, this may be considered "additional services".
- M. The A/E shall furnish the Owner with 3-dimensional color exterior building renderings and color site plans, both board-mounted and electronic, for public and agency presentations.
- N. The A/E, including the A/E's separate site engineering consultant, shall attend all City of Batavia meetings related to project approvals.

#### Construction Document Phase

- A. Upon Owners approval of the Design Development Documents, the A/E shall prepare and deliver all required Bidding and Construction Documents for each proposed bid package to the Owner for final approval prior to advertisement for bids. The plans and specifications produced under this phase shall be consistent with the Owner's approved Design Development Documents and estimated project construction cost. Any revisions that may be recommended by the A/E to keep the project within the estimated project construction cost, or for other reasons as a result of detailed study, shall require the approval of the Owner before being incorporated into the Bidding and Construction Documents. The A/E shall present the Owner with a bidding plan which outlines the best way economically and administratively to bid this project.
- B. Progress Documents: The A/E shall provide three (3) complete review sets, one (1) electronic set in PDF format, and one (1) electronic set in CAD format of all working plans at each of the following percentages of completeness: 50%, 75% and 100% for Owner's review. Also, provide two (2) sets of the technical specifications, one (1) electronic set in PDF format, and one (1) electronic set in MS Word format at each of the following percentages of completeness: 50%, 75% and 100%, for Owner's review.
- C. Bids and Contracts: Where required by New York State law and/or other project requirements, the A/E shall prepare the Bidding and Construction Documents in such form and manner as to enable the Owner to take separate bids and award separate contracts for different parts of the Project.

- D. Plans and Specifications: These documents shall set forth in detail and specify the work to be done, materials, workmanship, finishes and/or equipment required for the architectural, structural, mechanical and/or electrical; the necessary bidding information, together with bidding and contract forms; the General and Special Conditions of the Contract. The Owner will assist the A/E in developing the front-end documents (Notice to Bidders) of the specifications. The plans shall include the following:
1. Title sheet with index of drawings.
  2. Complete plans, elevations, details, and schedules for all new and modified work.
  3. All plan sheets and specification books must bear the seal and signature of a licensed professional engineer or registered architect licensed by the State of New York.
- E. The A/E shall meet with the Owner and the Owner's Code Enforcement Officer to review the plans and specifications for compliance with the most current update of New York State Building Code at the 50%, 75% and 100% completion milestones.
- F. Construction Cost Analysis: The A/E shall furnish the Owner with an estimated construction cost of the Project consistent with the Design Phase Documents and related Project scope. The estimates shall be considered substantially complete at 50% and 75% submissions and shall be considered final at 100% submission. Changes from the Owner's initial Project construction cost shall be explained in writing. The cost analysis shall include:
- a. Unit quantity, unit measure, unit cost, and total of labor and materials for each subheading.
  - b. Taxes and insurance on labor (If applicable. Be advised this project will have NYS Sales Tax Exempt status as a publicly funded endeavor).
  - c. Applicable subcontractor's mark-up as a percentage of cost.
  - d. Prevailing wage rates that reflect current wages at the time the estimate is submitted.
  - e. Price of material at the contractor's buying level
  - f. Escalation as of time of award shall be shown as a separate line item.
- G. Approvals by Owner: The A/E shall submit complete Construction Document Phase documents to the Owner, making all changes necessary to obtain approvals from the Owner. Such approvals shall not relieve the A/E of their other obligations under this Agreement except as to features thereof upon which the Owner has specifically instructed the A/E in writing and to which the A/E may specifically have objected to in writing.
- H. Approvals by other Agencies: The A/E shall submit up to five (5) additional completed Construction Document Phase Documents to the Owner for use in approvals of other agencies related to tenants/occupants of the completed building and to separate local, state, and federal agencies of the government having jurisdiction over the Project, and who have the right to require approval of any features thereof, and to any other agencies as follows. If obtaining such approvals causes or requires non-compliance with design or regulatory compliance, the A/E shall promptly notify the Owner in writing.
- a. Who will furnish services to the completed project,
  - b. Whose services require provisions therefore in the design, and
  - c. Whose approval is required to ensure such services.
- I. Changes Required: The A/E shall promptly make all changes in the Construction Document Phase documents necessary to obtain approval of the agencies described above, and to secure approval from the Owner without additional compensation or reimbursement. If subsequent to the date of the Owner's notice to proceed with preparation of the documents, revisions in applicable building codes or other regulations requiring changes that add an expense to the A/E, this may be considered "additional services".
- J. Reproduction of Final Documents: For bidding and construction purposes of each prime bid (may or may not be more than one prime) the A/E shall furnish fifteen (15) complete approved sets of bid documents for each envisioned prime contractor bid. Additional sets that may be required by the

Owner shall be considered as a reimbursable expense. The A/E will also make available only to the Owner electronic copies of completed Bidding/Construction Documents in PDF format.

Contract Award (Bidding) Phase

- A. Revisions: Whenever necessary, the A/E shall respond to bidder inquiries regarding interpretation or clarification of the Construction Documents during the bidding period and if necessary, issue addendums to all perspective bidders.
- B. Pre-Bid Meeting: The A/E shall coordinate and attend a pre-bid meeting at a location determined by the Owner. The A/E shall conduct the pre-bid meeting, record accurate minutes, and distribute same to all parties within five (5) business calendar days after the meeting date. A/E shall attend the public opening of all bids, review and tabulate all bid proposals and make written recommendations for award to the Owner.

Construction and Warranty Phase:

- A. The A/E shall conduct the preconstruction meeting(s) with the successful Bidder(s), record accurate minutes and distribute same to all parties within five (5) business calendar days after the meeting date.
- B. The A/E will review and clarify all construction drawings and specifications with the approved contractor(s) and Owner representatives.
- C. The A/E will conduct biweekly (once every 2 weeks) job meetings (The A/E representation must consist of a registered design professional), record accurate minutes, and distribute same to all parties listed as attendees or established as "to be copied" within five (5) business calendar days after the meeting date.
- D. The A/E shall conduct minimum twice (2) weekly visits to the site during construction. These visits will be for architectural and engineering design and project review and, as required, on each item in each construction bid package, to verify that work performance and material quality are consistent with the contract documents. The A/E shall submit an inspection report to the Owner within five (5) business calendar days after the site visit. The A/E shall also notify the Owner in writing of problems, deviations from specification or contract, and inconsistencies with design intent. The A/E's project visitation team must include a registered design professional involved in the project design work.
- E. The A/E shall review, approve/reject and distribute shop drawings as required and in a timely manner.
- F. The A/E shall be available on an as-needed basis should problems and/or questions arise during the construction contract work, and shall render all responses, opinions, recommendations, instructions, etc. in a timely manner so as to not unreasonably impede, hinder other otherwise delay the work of the Contractor.
- G. The A/E shall be required to certify all work completed for payment requests.
- H. The A/E shall be required to administer changes in the work in the form of Change Orders, Changes Directives and Minor Changes in the Work. The A/E shall require that changes in the work include administrative requirements as follows.
  - a. All changes include specific descriptions of the proposed change, the cause/reason and/or justification for the changes, and the party that initiated the change.
- I. The A/E shall remain the Owner's representative to the contractors for the one (1) year Warranty Phase for correction of construction deficiencies.

## 5. FORM OF PROPOSAL

The A/E's proposal will be written, **and the format will be in two (2) parts as separate sealed envelopes marked as "Qualifications Proposal" and as "Confidential Pricing Information"**, and will include the following:

- A. Qualifications Proposal: In a sealed envelope identifying the Project and marked "Qualifications Proposal", submit four (4) copies for Owner review. The Qualifications Proposal shall include the following:
1. A completed AIA B305-1993, Architect's Qualification Statement per Attachment No. 2.
  2. A narrative demonstrating the Firms' understanding of the project. This narrative should include at a minimum the Firm's perspective of the project as it is presented, the services required, and the proposed design approach.
  3. A narrative of the proposed project team, including management team members and primary technical staff (including any subconsultants) to be used for this project. Include a description of their role in the project services and their resume information.
  4. History and background information concerning the firm, including number of years in business under this name.
  5. Evidence of the Firm's ability to provide the services required, including a listing of ten (10) previously completed design/engineering contracts by the A/E that are similar in scope. At a minimum, the project listing information shall include the following for the Owner's use in its selection review:
    - a. Title of design contract
    - b. Owner's name and telephone/email information for contact person
    - c. Contract term per bid documents and actual duration to project completion
    - d. Year completed
    - e. Cost of construction, estimate before construction, original bid amount, and final cost including change orders.
    - f. Description of Work
    - g. Safety record of project
    - h. Litigation or Claim record of project
    - i. Where necessary, a brief narrative of problems or reasons for cost/time discrepancies.
  6. The start of this contract is expected to be on or about **January 15<sup>th</sup>, 2022**, with completion of the Warranty Phase on or about **July 01<sup>st</sup>, 2025**. State clearly if this firm has the capability to perform within the designated time frame without delay of services. If you cannot, you must indicate the time frame you anticipate will be required, stating your reason for the same.
  7. A statement of your acceptance of the Scope of Services and any issued amendments. It should also include any exceptions or conditions declared.
  8. A perceived time and work schedule bar chart for professional services.

9. Describe your experience in designing public projects which are funded by public monies.
  10. Describe your experience and approach in designing public police facilities or other similar public safety facilities.
  11. Describe your knowledge of our local area and your knowledge of our local criteria to be considered in the building design and project execution. Provide examples of your experience in the area.
  12. Proposers may choose to submit floor plans, elevation drawings, renderings or other illustrations which represents a conceptualization of the Project for consideration. Please be advised this material should not exceed 5 pages.
- B. Confidential Pricing Information: In a separate sealed envelope identifying the Project and marked "Confidential Pricing Proposal", submit one (1) copy of your price proposal.
1. The proposed fee shall be a stipulated Fixed Lump Sum amount for all required A/E services and, for billing purposes and matters of work progress verification, shall be broken down and stipulated as per the following phases.
    - a. Schematic Design Development Phase
    - b. Design Development Phase
    - c. Construction Document Phase
    - d. Contract Award (Bidding) Phase
    - e. Construction & Warranty Phase
  2. The Cost Proposal shall show:
    - a. Each type of employee who will furnish services (i.e., Project manager, CAD Drafter, estimator, structural engineer, etc.), the hourly direct labor cost for the type of employee, the aggregate estimated number of hours for that employee and the total direct labor cost.
    - b. The total percentage of direct labor cost to be charged for overhead and profit.
    - c. The cost of sub-consultants, if applicable, with the same cost breakdown.
    - d. The total cost.
  3. The Cost Proposal shall separately show:
    - a. Additional fees for separate project work for the Enclosed Parking Roof Structure.
    - b. Additional fees for separate project work for the Water Main Service Replacement.
    - c. Additional fees for separate project work for the Bank Street Public Infrastructure Improvements.

## 6. SELECTION PROCESS

Prior to actual receipt of responses, an evaluation plan will be established at the City so that a fair and objective standard is established. All proposals will be treated fairly and are anticipated to be judged according to the following weighted criteria:

<b>A. General Response to RFQ/RFP &amp; Presentations</b>	Ten Percent	10%
<ul style="list-style-type: none"><li>• Reviewer's general opinions and impressions</li><li>• Professional Presentation</li></ul>		
<b>B. Firm's Experience &amp; Qualifications</b>	Twenty-Five Percent	20%
<ul style="list-style-type: none"><li>• Previous Project Experience</li><li>• Relevant Project Experience</li><li>• Claims/Dispute History</li><li>• Scheduling Competencies</li><li>• Cost Estimating &amp; Control Competencies</li><li>• This Project's Schedule proposal</li></ul>		
<b>C. Project Team</b>	Twenty-Five Percent	20%
<ul style="list-style-type: none"><li>• Previous Experience of Project Manager</li><li>• Previous Experience of Key Personnel</li><li>• Previous Experience of any Sub-Consultants</li><li>• Team Management Plan Narrative</li><li>• Team Location and Client/Project Response ability</li></ul>		
<b>D. Narrative Understanding</b>	Twenty-Five Percent	20%
<ul style="list-style-type: none"><li>• Understanding of Project Scope</li><li>• Understanding of Project Objectives</li><li>• Proposed Design Approach &amp; Philosophy</li><li>• Challenges/Opportunities anticipated</li><li>• Innovative Approaches to Program &amp; Objectives</li></ul>		
<b>E. Professional Fees</b>	Fifteen Percent	10%
<ul style="list-style-type: none"><li>• Overall Fee Proposal</li><li>• Professional Fee Rates</li><li>• Anticipated Expenses / Fee Exclusions</li></ul>		
<b>F. Interview</b>	Twenty Percent	20%
<ul style="list-style-type: none"><li>• Clear Understanding of Scope of Work</li><li>• Overall Presentation</li><li>• Ability to articulate Value of Firm</li><li>• Ability to Justify pricing proposals</li></ul>		

## 7. ADDITIONAL INFORMATION

A Pre-submittal meeting will be held at **10:00AM, (EST), September 14<sup>th</sup>, 2021**, in the City of Batavia's City Council Board Room at One City Centre, Batavia, New York 14020. The Council Board Room is located on the second floor. The requirements of the RFQ/RFP will be discussed at this meeting and questions regarding services to be provided and the scope of work will be addressed.

***Due to space restrictions and COVID-related advisories, space at this meeting is limited to two persons per firm.***

The selected A/E firm will enter into a Standard Form of Agreement between Owner and Architect (AIA Document B101-2017) as revised and/or modified by Owner and selected A/E firm.

The Owner's Representative and sole contact person for this project will be Rachael J. Tabelski, City Manager, Office of the City Manager (585-345-6330) (rtabelski@batavianewyork.com).

The selected A/E firm must provide the City of Batavia with a Certificate of Insurance showing the City of Batavia listed as an additional insured with the following minimum limits:

- Professional Liability Insurance in the amount of \$5,000,000 for each claim and aggregate amount of \$5,000,000.
- General Liability Insurance in the amount of \$5,000,000 met via combination of underlying general liability and umbrella coverage.
- Workers' Compensation and Employees Liability Insurance – Statutory limits

The insurance certificate must require, and contain, a provision and clause that notice must be given to the Owner thirty (30) days prior to cancellation.

The A/E firm shall hold their proposal (including the fee proposal/schedule) for a minimum of ninety (90) days from the submittal due date.

Respondents are prohibited from directly or indirectly communicating with any elected officials regarding the firm's qualifications or any other matter related to the eventual award of a contract for services requested under this RFQ/RFP. Proposers are prohibited from contacting City staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff member. Upon issuance of the RFQ/RFP, all communications and requests for information or clarification or objection shall be directed in writing to the City Manager for response, determination, and dissemination to all firms. Any communication by firms or their representatives toward other City officers, employees or consultants regarding this RFQ/RFP or the award of a contract are prohibited. Again, Respondents are prohibited from communicating with any elected officials regarding this RFQ/RFP.

The City of Batavia reserves the right to waive informalities and to reject any and/or all proposals.



A preliminary project milestone chart is below. The dates are offered as a tentative guideline only.

<b>Task</b>	<b>Completion Date</b>
<i>RFQs issued to AE's</i>	<i>Sept 1, 2021</i>
<i>RFPs issued to Surveyors</i>	<i>Sept 1, 2021</i>
<i>RFQs due from AE's</i>	<i>Oct. 1, 2021</i>
<i>RFP's due from Surveyors</i>	<i>Oct. 1, 2021</i>
<i>Completion of AE Selection</i>	<i>Nov. 15, 2021</i>
<i>Completion of Surveyor Selection</i>	<i>Nov. 15, 2021</i>
<i>City Council A/E &amp; Surveyor contract approval/execution</i>	<i>Dec. 1, 2021</i>
<i>Final Bond Resolution/Approval</i>	<i>Jan. 1, 2022</i>
<i>AE Contract Execution / AE Notice to Proceed</i>	<i>Jan. 15, 2022</i>
<i>AE MOU / Program Review</i>	<i>Feb. 1, 2022</i>
<i>AE completes Schematic Design Dev. Services</i>	<i>May 1, 2022</i>
<i>Progress Presentation / Client Approvals SD Phase</i>	<i>May 15, 2022</i>
<i>AE completes Design Development Phase Services</i>	<i>Aug. 15, 2022</i>
<i>Progress Presentation / Client Approvals DD Phase</i>	<i>Sept 1, 2022</i>
<i>AE completes Construction Document Phase Services</i>	<i>Dec. 1, 2022</i>
<i>Progress Presentation / Client Approvals CD Phase</i>	<i>Dec. 21, 2022</i>
<i>Client Approval Design Phase – Notice to Bid</i>	<i>Jan. 1, 2023</i>
<i>Bidding – Construction/Vendor Contracts</i>	<i>Feb. 1, 2023</i>
<i>Construction/Vendor Contract Awards</i>	<i>Mar. 21, 2023</i>
<i>Client Approval Bid Phase – Notice to Construct</i>	<i>Apr. 1, 2023</i>
<i>Construction Phase Work Begins</i>	<i>Apr. 21, 2023</i>
<i>FF&amp;E Phase Work</i>	<i>Varies / TBD</i>
<i>Substantial Completion Design/Construction Contracts</i>	<i>May 30, 2024</i>
<i>Final Commissioning</i>	<i>May 30, 2024</i>
<i>Certificates of Occupancies / Relocations</i>	<i>June 1, 2024</i>
<i>Final Completion all Design/Management/Construction Contracts</i>	<i>July 1, 2024</i>
<i>Contract Warranty Phase</i>	<i>July 1, 2025</i>
<i>Final Contract Closeouts</i>	<i>July 1, 2025</i>

## 8. SUBMISSION INFORMATION

- B. City of Batavia Contact Person: Mrs. Rachael J. Tabelski  
City Manager  
585-345-6330  
[rtabelski@batavianewyork.com](mailto:rtabelski@batavianewyork.com)
- C. Submission Due Date: **September 30<sup>th</sup>, 2021, by 3:00 p.m.**, local time  
Proposals cannot be accepted after the scheduled due date. Emailed proposals will not be accepted.
- D. Submission Location: Bureau of Clerk / Treasurer  
City of Batavia  
One City Centre  
Batavia, New York 14020
- E. Submissions addressed to: Mrs. Rachael J. Tabelski  
City Manager

## 9. SCHEDULE OF ATTACHMENTS

- No. 1: AIA B101-2017 – Standard Form of Agreement between Owner and Architect
- No. 2: AIA B305- 1993 – Architect's Qualifications Statement
- No. 3: Conceptual BPD Site Survey Sketch
- No. 4: Conceptual BPD 3-d Sketch
- No. 5: Conceptual BPD block diagram Floor Plan Sketch

***End of RFQ/FRP***

Batavia Police Department Project – 09/01/21

**Attachment No. 1: AIA B101-2017 – Standard Form of Agreement between Owner and Architect**

# **AIA**® Document B101™ – 2017

## ***Standard Form of Agreement Between Owner and Architect***

**AGREEMENT** made as of the    day of    in the year  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

**City of Batavia  
One Batavia City Centre  
Batavia, New York 14020**

and the Architect:  
*(Name, legal status, address and other information)*

for the following Project:  
*(Name, location and detailed description)*

**The Batavia Police Department Project:  
at the 'Bank Street Site', Batavia NY**

The Owner and Architect agree as follows.

### **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.

Init.

**Attachment No. 2: AIA B305- 1993 – Architect’s Qualifications Statement**

# AIA® Document B305™ – 1993

## Architect's Qualification Statement

DATE:

SUBMITTED TO:

ADDRESS:

NAME OF PROJECT (If Applicable): **The Town of Clarence Highway  
Department and Pocket Park Project**

### 1 BASIC INFORMATION

§ 1.1 Architect: (Firm Name and Legal Status)

§ 1.2 Business Address:

§ 1.3 Telephone Number:

§ 1.4 Person to Contact:

§ 1.5 Type of Organization: (Check one)

- Individual or Sole Proprietorship
- Professional Corporation/Association
- Corporation
- Partnership
- Joint Venture\*
- Other\*

\*If Joint Venture or Other, give details.

### 2 GENERAL STATEMENT OF QUALIFICATIONS

### 3 GENERAL INFORMATION

(This information may be provided via the Architect's brochure which may be attached and listed in Article 8.)

§ 3.1 Names of Principals:

#### 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.

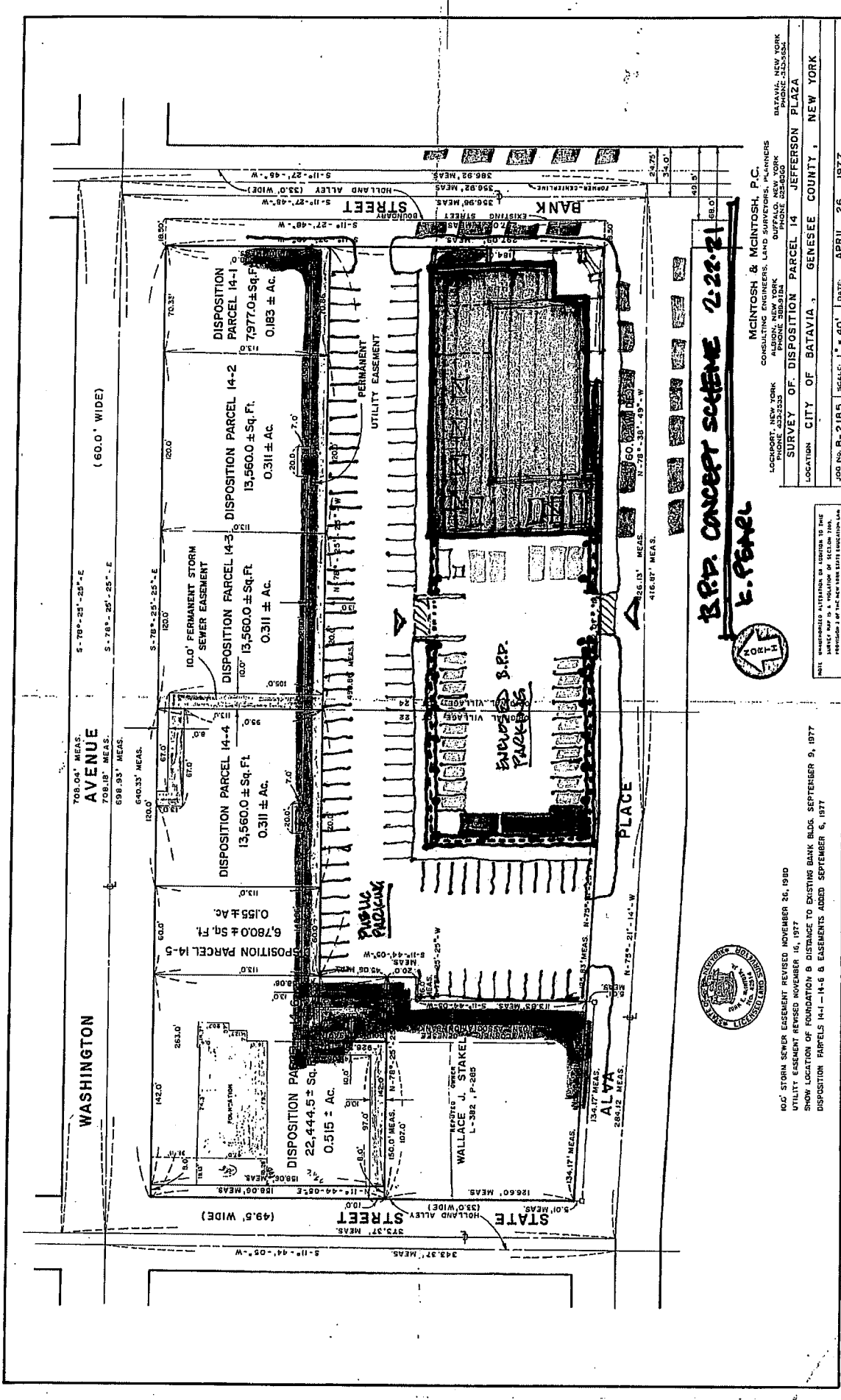
This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document B305™ – 1993 (formerly B431™ – 1993). Copyright © 1963, 1979 and 1993 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 12:25:58 ET on 10/13/2020 under Order No. 0586799382 which expires on 10/13/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

User Notes:

(892814970)

**Attachment No. 3: Conceptual BPD Site Survey Sketch**



**B.R.P. CONCERT SCHEME 2-22-71**  
**F. FENEL**



MCINTOSH & MCINTOSH, P.C.  
 CONSULTING ENGINEERS, LAND SURVEYORS, PLANNERS  
 LOCKPORT, NEW YORK  
 PHONE 432-2533  
 OFFICE 388-3171  
 HOME 203-8000  
 BUREAU 203-8000  
 BRIDGE PLAZA  
 JEFFERSON PLAZA  
 SURVEY OF DISPOSITION PARCEL 14

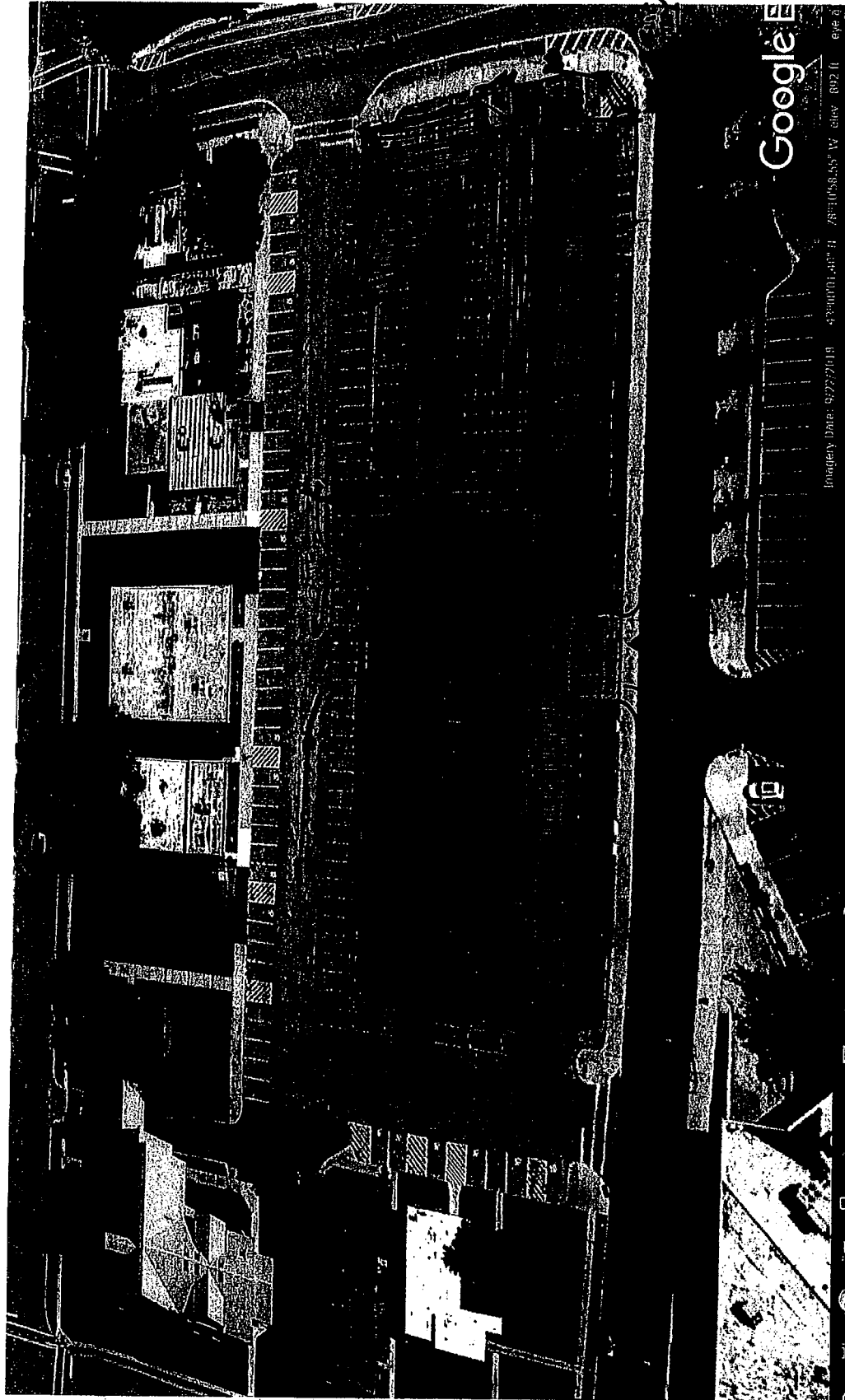
LOCATION CITY OF BATAVIA, GENESEE COUNTY, NEW YORK  
 JOB NO. B-2185 SCALE: 1" = 40' DATE: APRIL 26, 1977

100' STORM SEWER EASEMENT REVISED NOVEMBER 26, 1980  
 UTILITY EASEMENT REVISED NOVEMBER 16, 1977  
 SHOW LOCATION OF FOUNDATION B DISTANCE TO EXISTING BANK BLDG. SEPTEMBER 9, 1977  
 DISPOSITION PARCELS 14-1 - 14-6 & EASEMENTS ADDED SEPTEMBER 6, 1977

NOT VALIDATED AFTER 1980 IN ACCORDANCE WITH SECTION 13-100 OF THE VEHICLE AND TRAFFIC LAW OF THE STATE OF NEW YORK.  
 PROVIDED BY THE NEW YORK STATE EDUCATION LAW



**Attachment No. 4: Conceptual BPD 3-d Sketch**

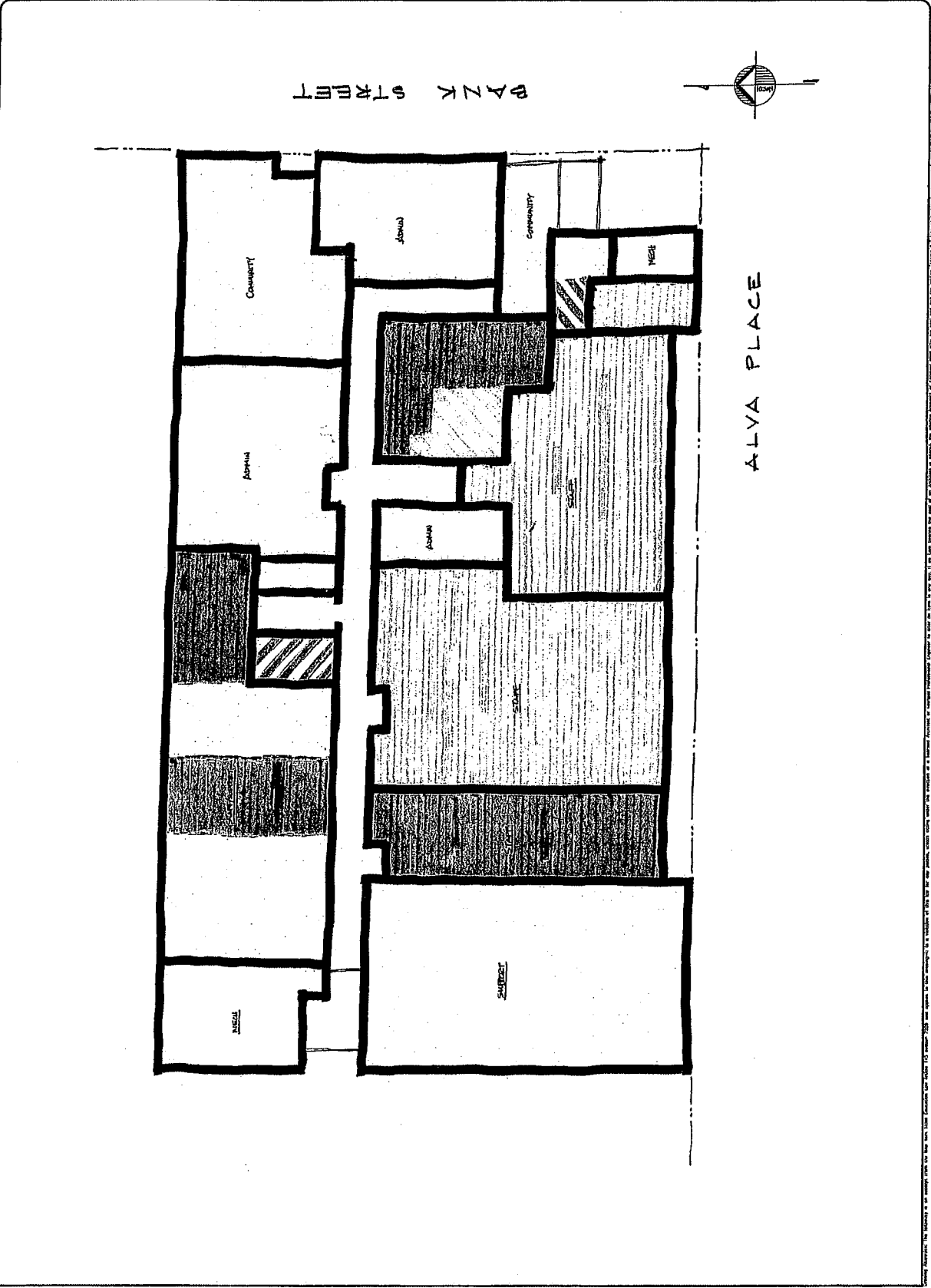


North

B.P.D. CONCEPT SCHEME 01.15.21  
Y. PEARL

**Attachment No. 5: Conceptual BPD Block Diagram Floor Plan Sketch**

Architecture <b>Unlimited</b> <small>110 WEST 42ND STREET          NEW YORK, NY 10018          TEL: 212-692-2000</small>		BATAVIA POLICE DEPARTMENT DRAFT CONCEPT/PROGRAM SKETCH 06.04.2021	Title: _____ Date: _____ Author: _____ Reviewer: _____
			Scale: _____ Status: _____ Date: _____





# Exhibit B



# HOURLY RATES



## Ashley McGraw Architects

Architect

<u>Title</u>	<u>Hourly Rate</u>
Principal	\$200.00
Senior Project Manager	\$150.00
Project Manager	\$135.00
Senior Architect	\$135.00
Architect	\$120.00
Senior Interior Designer	\$135.00
Design Technologist	\$100.00
Designer	\$90.00
Interior Designer	\$90.00
Graphic Designer	\$85.00
Project Administrator	\$85.00

*\*Please note that this schedule is subject to annual change. Notification will be given when changes occur and communicated to our clients in writing, via formal announcements or invoices, as deemed appropriate.*

## Context Architecture

Public Safety Specialist

<u>Title</u>	<u>Hourly Rate</u>
Principal	\$225.00
Project Manager	\$175.00
Project Architect	\$150.00
Job Captain	\$150.00
Senior Designer	\$125.00
Designer	\$100.00
Clerical	\$90.00

## M/E Engineering

Mechanical, Electrical, Plumbing/Fire Protection

<u>Title</u>	<u>Hourly Rate</u>
Principal	\$250.00
Associate / Manager	\$175.00
Senior Engineer	\$155.00
Sr. Designer/Sr. Commissioning Agent	\$145.00
Project Engineer/Project Designer	\$110.00
Commissioning Agent	\$110.00
Design Engineer/Designer	\$85.00
CAD Operator	\$62.50
Word Processor	\$55.00

## Ravi Engineering

Structural Engineering

<u>Title</u>	<u>Hourly Rate</u>
Senior Structural Engineer	\$177.98
Structural Design Engineer	\$151.57
Senior Technician	\$105.68
Technician	\$87.43

## Environmental Design & Research

Civil Engineering / Landscape Architecture

<u>Title</u>	<u>Hourly Rate</u>
Principal	\$190.00
Associate Principal	\$160.00
Senior Project Manager	\$127.00
Project Manager	\$116.00
Senior Landscape Architect	\$112.00
Landscape Architect	\$89.00
Landscape Designer	\$81.00
Engineering Designer	\$94.00
Design Engineer	\$85.00
Senior Project Engineer	\$99.00
Project Engineer	\$89.00
Senior Engineering Designer	\$132.00
Senior Planner	\$84.00
Planner	\$67.00
Visualization Specialist	\$78.00
Senior GIS Analyst	\$101.00
GIS Analyst	\$78.00
GIS Technician	\$60.00
Senior CAD Designer	\$76.00
Administrative Support	\$75.00

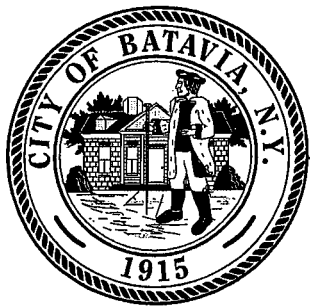
*\*This schedule is subject to annual or periodic adjustments.*

## Trophy Point

Cost Estimating

<u>Title</u>	<u>Hourly Rate</u>
President/Principal	\$205.00
Vice President/Sr. Estimator	\$165.00
Sr. Project Manager/Estimator	\$160.00
Sr. Mechanical Estimator	\$135.00
Mechanical Estimator	\$105.00
Sr. Electrical Estimator	\$135.00
General Construction Estimator	\$105.00





# City of Batavia

## *Memorandum*

To: Honorable City Council Members

From: Rachael J. Tabelski, City Manager

Date: December 22, 2021

Subject: Creation of Temporary Position – Human Resources Director

The current Human Resources Director has indicated their desire to retire within the next twelve to eighteen months. This position is a Non-Union management position within the City of Batavia and critical to the continued operations of the City and care for employees and their benefits.

The goal in creating the temporary position is to ensure that the knowledge, skills and abilities of the current Human Resources Director are transferred to a successor. Succession planning and training of management level non-union positions is critical to ensure the continued operations of the City core functions.

The job responsibilities of this position include managing all personnel budgets across the City, the hiring process for new employees, maintains in-depth knowledge of all union contracts, performs extensive compilation of financial data for the annual audit, administers the workers' compensation program, and the City's self-funded health care, as well as assisting the City Manager in negotiating labor contracts, compiling cost analysis of the economic impact of union proposal on the City, oversees and investigates personnel-related charges, ensures compliance with Civil Service as it relates to current personnel and new employees, and develops, maintains, and administers the City's Personnel Policies Manual in compliance with all state and federal rules, regulations and laws.

This is a Civil Service position with minimum qualifications for the position to include, graduation from high school or possession of an appropriate equivalency diploma recognized by the NYS Department of Education AND either, graduation from a regionally accredited or NYS registered college or university with a Bachelor's degree in Human Resources Management, Public or Business Administration, Organization Development, Labor Relations or related field AND four years of full-time paid experience performing in a Human Resources Director, Manager or comparable role, of which at least two years must have been in a supervisory capacity;



# City of Batavia

or, graduation from a regionally accredited New York State registered two-year college with an Associate's degree in Human Resources Management, Public or Business Administration, Organization Development, Labor Relations or related field AND six years full-time paid experience performing in a Human Resources Director, Manager or comparable role, of which at least three years must have been in a supervisor capacity or, eight years of full-time paid experience performing in a Human Resources Director, Manager or comparable role, of which at least four years must have been in a supervisory capacity.

The temporary job will be funded through the FY 22/23 operating budget, and is included in the Managers FY 22/23 budget presented to Council. Once the planned retirement occurs, the temporary appointment would move into that permanent position.

I recommend as part of the City's Management Succession Planning, and the FY 22/23 budget that City Council authorize the creation of the temporary position and allow for advertising of this position with the intent to hire on or after April 1, 2022.

#XX-2022

**A RESOLUTION TO CREATE A TEMPORARY POSITION OF HUMAN  
RESOURCES DIRECTOR**

**Motion of Councilmember**

**WHEREAS**, in preparation of the upcoming retirement of the current Human Resources Director, and considering the management responsibilities and workload of this position it will be necessary to create a temporary position; and

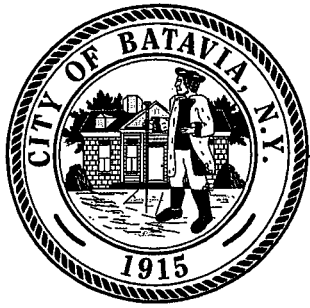
**WHEREAS**, the creation of this position will allow for a smoother transition in planning for the retirement and handling the workload of the department.

**WHEREAS**, the newly created temporary position of Human Resources Director will be placed in the Non-Union salary schedule, grade XIV.

**NOW, THEREFORE, BE IT RESOVLED**, that the Council of the City of Batavia hereby authorizes the creation of said position as part of the FY 22/23 budget.

**Seconded by Councilmember  
and on roll call**

DRAFT



# City of Batavia

## *Memorandum*

To: Rachael Tabela, City Manager

From: Shawn Heubusch, Police Chief

Date: January 3, 2022

Subject: NYS Division of Homeland Security and Emergency Services Grant

In October of 2021 the Department was solicited by the NYS Police to participate in the NYS Division of Homeland Security and Emergency Services for Operation Safeguard – Red Team Exercise CTZ10.

Counter Terrorism Zone (CTZ) 10, encompassing Genesee, Orleans, and Wyoming Counties, will conduct an exercise to test and evaluate the effectiveness of New York State's suspicious activity reporting programs, and further enhance the relationship between law enforcement, private sector businesses, and the general public.

The Department was awarded funding from the NYSDHSES to cover overtime costs associated with the exercise in the amount of \$2,439.41.

Attached are the documents received to properly account for this receipt of funding.

Feel free to call with any questions you may have. Thank you.

Attachments: Award Contract  
Grant Information Form  
Draft Resolution

Cc: Lisa Neary, Deputy Director of Finance

**Police Department**  
10 Main Street  
Batavia, New York 14020



**Phone: 585-345-6350**  
**Fax: 585-344-1878**  
**Records: 585-345-6303**  
**Detective Bureau: 585-345-6370**  
**[www.batavianewyork.com](http://www.batavianewyork.com)**

#XX-2022

**A RESOLUTION TO AMEND THE 2021-22 POLICE DEPARTMENT BUDGET TO REFLECT THE RECEIPT OF A NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES GRANT**

**Motion of Councilmember**

**WHEREAS**, the City of Batavia Police Department has received a grant in the amount of \$2,439.41 from the New York State Division of Homeland Security and Emergency Services to participate in Operation Safeguard Program – Red Team Exercise Counter Terrorism Zone (CTZ) 10. The exercise tested various locations to evaluate the effectiveness of New York State’s suspicious activity reporting programs, and further enhance the relationship between law enforcement, private sector businesses, and the general public; and

**WHEREAS**, to properly account for the expenditure of this money, a budget amendment needs to be made.

**NOW THEREFORE, BE IT RESOLVED**, by the Council of the City of Batavia that the City Manager be and hereby is authorized to make the following budget amendment to the 2021-2022 budget effective January 11, 2022 to cover personnel expenses incurred during Red Team Exercise CTZ 10:

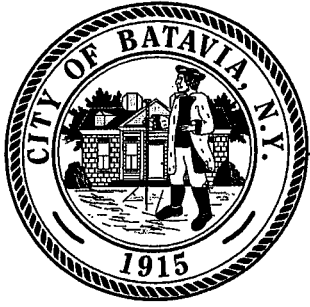
Increase expenditure accounts:

A.04.3120.3120 199-100004                   \$     2,439.21

Increase revenue accounts:

A.00.0000.0000 4389-100004               \$     2,439.21

**Seconded by Councilmember  
and on roll call**



# City of Batavia

## *Memorandum*

To: Honorable City Council Members

From: Jill M. Wiedrick, AICP, Assistant City Manager

Date: January 10, 2022

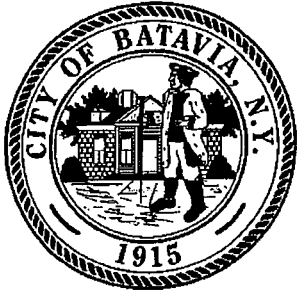
Subject: Planning and Development Committee Recommendation – 145 and 147 Pearl Street

City Council recently sent a request to rezone 145 and 147 Pearl Street to the Planning and Development Committee (PDC) for review and recommendation. The PDC met and reviewed the rezoning for these properties on December 14, 2021, recommending the rezoning of 145 and 147 Pearl Street from Planned Development (P-1) to Residential (R-2). The zoning change is consistent with the City's Comprehensive Plan.

The letter from the PDC Chairman is included.

This request is now referred back to City Council for consideration. A zoning changes consists of a change to the zoning law, and therefore, requires a public hearing to receive public feedback prior to considering a local law adoption.

Based on the recommendation of the PDC, I recommend that the City Council advance this to tonight's Business Meeting and set a Public Hearing for January 24, 2022.



# City of Batavia

December 14, 2021

Batavia City Council  
One Batavia City Centre  
Batavia, NY 14020


Dear Council President:

During its regularly scheduled meeting of December 14, 2021, the Planning and Development Committee reviewed the zoning of 145 and 147 Pearl St.

After discussion, a motion was supported to recommend Council consider amending the zoning of these Parcels, and to include them within the R-2 residential use district. This change will include these two residential use properties in the appropriate adjoining use district.

Please feel free to contact me if you have any questions regarding this matter.

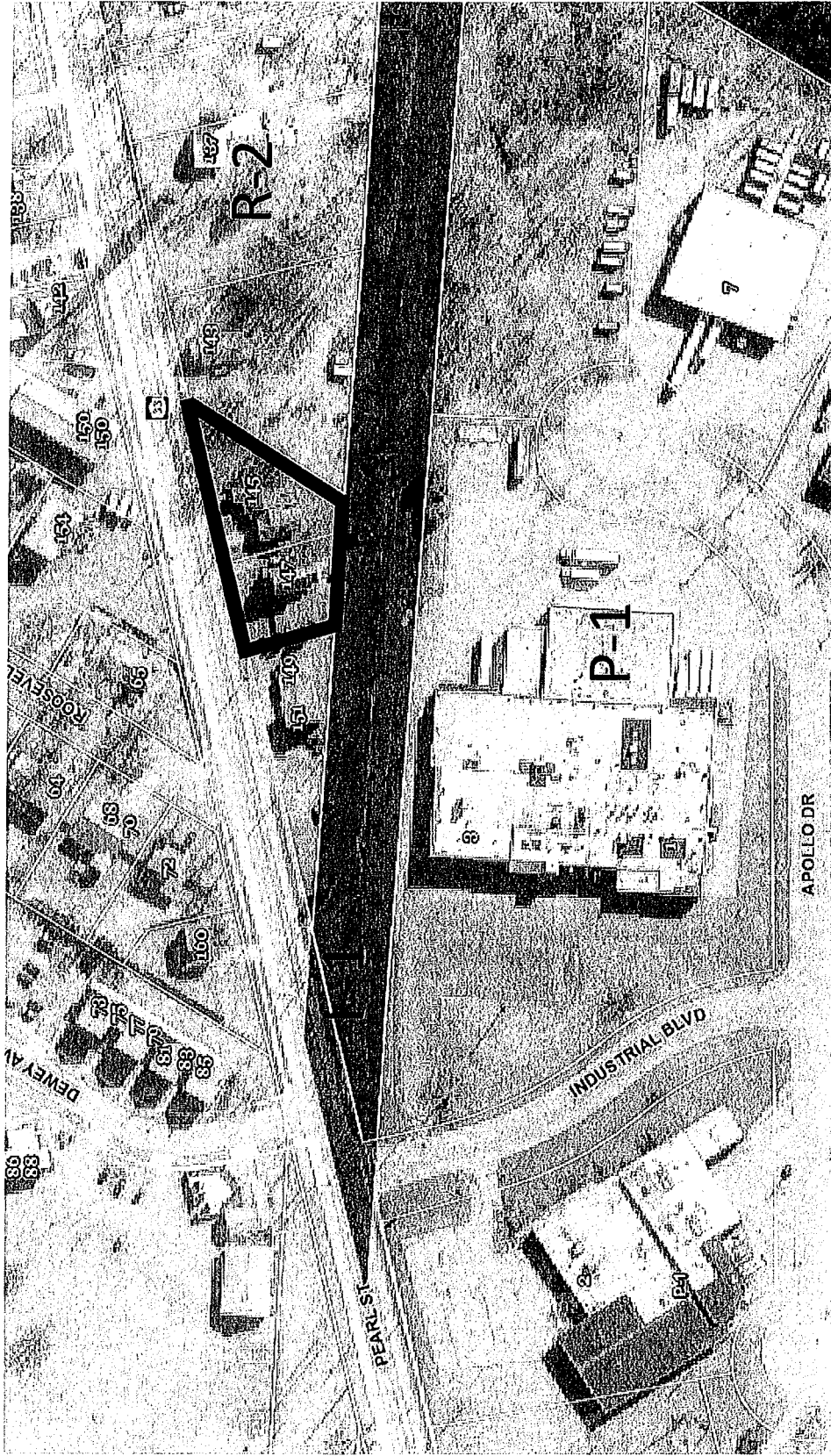
Respectfully submitted,

  
Duane Preston  
PDC Chairman

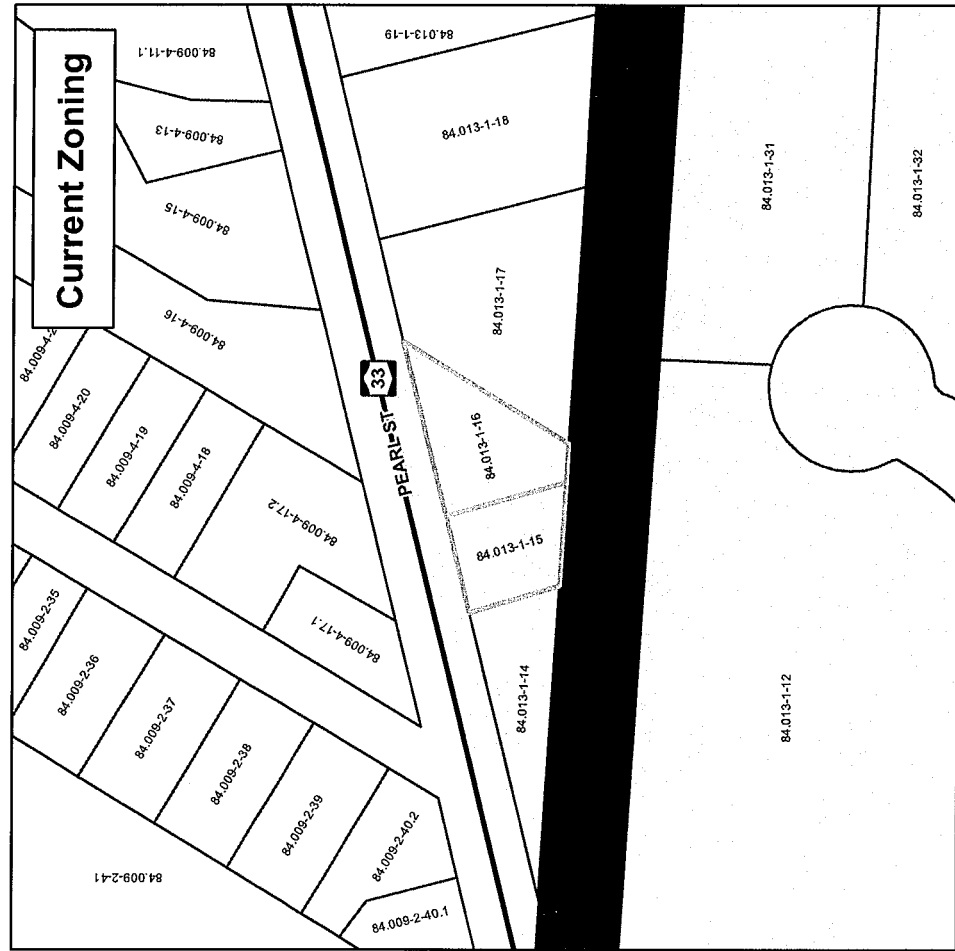
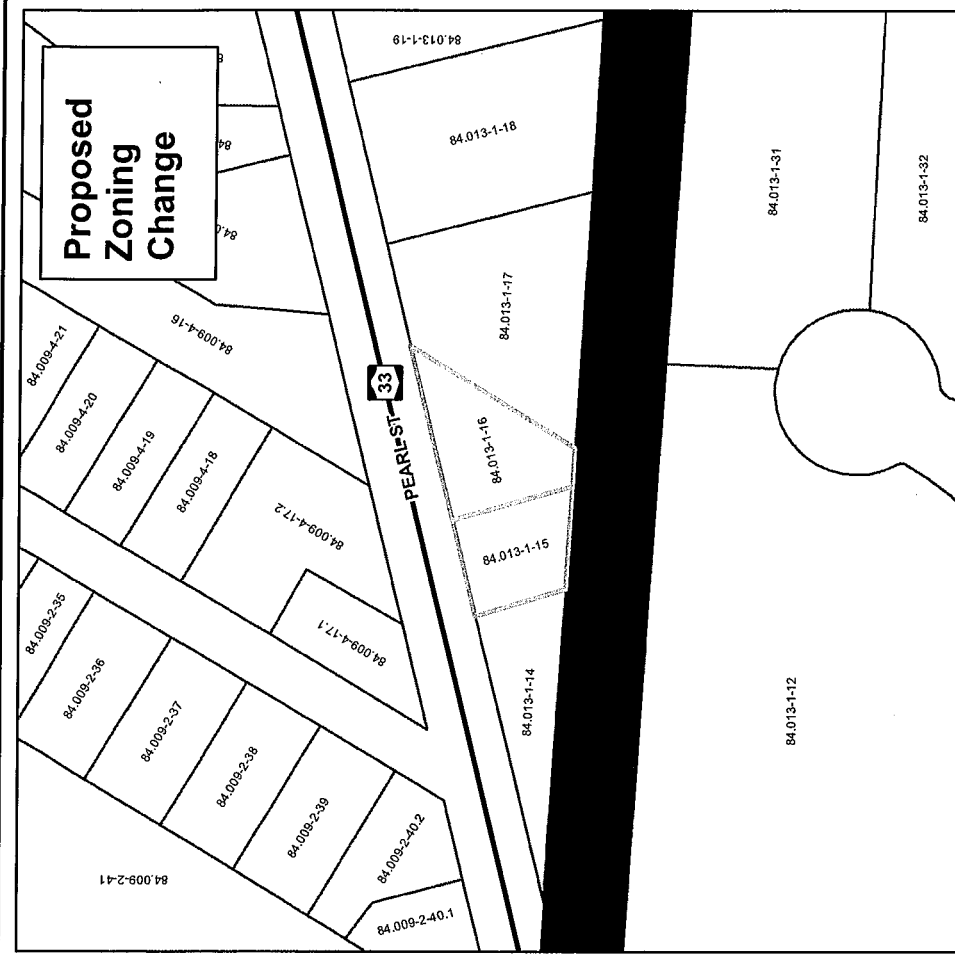
**Bureau of Inspection**  
One Batavia City Centre  
Batavia, New York 14020

Phone: 585-345-6345  
Fax: 585-343-1385  
[www.batavianewyork.com](http://www.batavianewyork.com)

Proposed Rezoning of 145 and 147 Pearl Street from P-1 (Planned Development District) to R-2 (Residential District).







# CITY OF BATAVIA

## PROPOSED ZONING CHANGE MAP

Date: November 29, 2021

**Notes:** Mapping generated using ArcMap GIS 10.7.1 software. Digital tax parcel boundaries are maintained by Genesee County Office of Real Property Tax Services. Those displayed represent boundaries on file as of 3/1/2021. These boundaries are subject to change. Floodplain data obtained from the Federal Emergency Management Agency Q3 Flood Data release 9/1996. All floodplain determinations are to be conducted by the Town Building Inspector acting as the local administrator, or as defined by local ordinance. Flood Hazard Areas depicted are a general guideline. Wellhead Protection Area and Local Zoning boundaries generated by Genesee County Planning Department.

Parcels 84.013-1-16 and 84.013-1-15  
Zoning District change from P-1 to R-2



- Legend**
- City of Batavia, Planned Development P-1
  - City of Batavia, Residential R-2
  - City of Batavia, Industrial I-1

#XX-2022

**A RESOLUTION TO INTRODUCE AN ORDINANCE AMENDING CHAPTER  
190 ENTITLED "ZONING" OF THE CITY OF BATAVIA MUNICIPAL CODE  
TO AMEND THE ZONING MAP OF THE CITY OF BATAVIA AND TO  
SCHEDULE A PUBLIC HEARING**

**Motion of Councilmember**

**BE IT RESOLVED** that a proposed Ordinance entitled "AN ORDINANCE AMENDING CHAPTER 190 ENTITLED "ZONING" OF THE CITY OF BATAVIA MUNICIPAL CODE TO AMEND THE ZONING MAP OF THE CITY OF BATAVIA" is introduced before the City Council of the City of Batavia, New York; and

**BE IT FURTHER RESOLVED** that copies of the aforesaid proposed Ordinance be laid upon the desk of each member of the City Council; and

**BE IT FURTHER RESOLVED** that the City Council hold a public hearing on said proposed Ordinance at the City Hall, One Batavia City Centre, Batavia, New York, at 7:00 P.M. on Monday, January 24, 2022; and

**BE IT FURTHER RESOLVED** that the City Clerk publish or cause to be published a public notice in the official newspaper of the City of said public hearing at least five days prior thereto.

**Seconded by Councilmember  
and roll call**

**ORDINANCE #XX-2022**  
**AN ORDINANCE AMENDING CHAPTER 190 ENTITLED "ZONING" OF THE**  
**CITY OF BATAVIA MUNICIPAL CODE TO AMEND THE ZONING MAP OF**  
**THE CITY OF BATAVIA**

**SECTION 1. AMENDMENT OF THE ZONING MAP OF THE CITY OF BATAVIA TO REZONE PREMISES AT 145 PEARL STREET FROM A P-1 DISTRICT TO A R-2 DISTRICT.**

**ALL THAT TRACT OR PARCEL OF LAND** situate in the City of Batavia, County of Genesee, and State of New York, and distinguished by being part of Village Lot #62, bounded as follows:

**BEGINNING** at the intersection of the south bounds of Pearl Street with the northwesterly bounds of a road laid out by N.K. Cone, Surveyor for Harry Wilber; being the northeast corner of land conveyed October 10, 1925 by deed recorded in Liber 257 of Deeds at page 563; thence southwesterly along the southerly bounds of Pearl Street 159 feet to the northeast corner of land conveyed to Theodore Yasses and wife by deed recorded in Liber 305 of Deeds at page 356; thence southerly on the easterly bounds of the land so conveyed to Yasses 118.1 feet to the northerly bounds of the Conhocton Grade socalled; thence southeasterly on the northerly bounds of said Grade 34.4 feet to the northwesterly bounds of said road laid out by N.K. Cone, Surveyor, thence northeasterly on said bounds 180.1 feet plus or minus to the place of beginning. Containing land, more or less.

**SECTION 2. AMENDMENT OF THE ZONING MAP OF THE CITY OF BATAVIA TO REZONE PREMISES AT 147 PEARL STREET FROM A P-1 DISTRICT TO A R-2 DISTRICT.**

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the City of Batavia, County of Genesee and State of New York, bounded and described as follows:

**BEGINNING** at a point located on the southerly bounds of Pearl Street, a distance of 159.0 feet from the west line of an 8' Right of Way along the westerly line of lands now or formerly owned by Wilber and Carrie Van De Bogart, as conveyed in Genesee County Clerk's Office in Liber 259 of Deeds at page 546;

Thence South 12° 38' East a distance of 118.10 feet to a point being located on the north line of Cohocton Grade;

Thence North 85° 19' West, a distance of 94.30 feet to a point, said point being located on the east line of lands now or formerly owned by Theodore and Josephine Yasses as conveyed in Genesee County Clerk's Office in Liber 300 of Deeds at page 421;

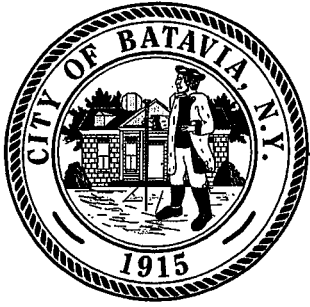
Thence North 12° 38' West along the easterly line of Yasses lands, a distance of 90.03 feet to a point, said point also being located on the southerly line of Pearl Street;

Thence North 77° 22' East along the southerly line of Pearl Street, a distance of 90.03 feet to a point, said point being the point or place of beginning.

**SECTION 3. EFFECTIVE DATE**

This Ordinance shall take effect immediately after the date of passage and in accordance with law.

DRAFT



# City of Batavia

## *Memorandum*

To: Rachael Tabela, City Manager

From: Shawn Heubusch, Chief of Police

Date: December 30, 2021

Subject: Additional STOP-DWI funds for equipment

On December 30, 2021 the City Police were awarded \$2,700 in additional funding from the Genesee County STOP-DWI program to purchase an enclosed trailer for the transportation of the Department's "Marijuana Driving Experience Kit".

As you may recall the Department was awarded funding for the "Kit" in 2019 and have made use of the "Kit" during multiple public demonstrations to educate the public about the effects of marijuana on driving skills. The "Kit" contains two large pedal cars that are cumbersome to transport. The 2021 STOP-DWI award included \$3,500 for the purchase of a trailer, however due to supply chain and availability issues the actual cost of the trailer increased. Therefore, we have been approved for additional funds to make the purchase. The trailer will be used to transport and store the "Kit".

Feel free to call with any questions you may have. Thank you.

**Police Department**  
10 Main Street  
Batavia, New York 14020



**Phone: 585-345-6350**  
**Fax: 585-344-1878**  
**Records: 585-345-6303**  
**Detective Bureau: 585-345-6370**  
**[www.batavianewyork.com](http://www.batavianewyork.com)**



## County of Genesee

### MEMO

To: Shawn Heubusch, Chief of Police  
From: Tammi Ferringer, Assistant County Manager/STOP-DWI Coordinator  
Subject: STOP-DWI Plan - Budget Modification  
Date: January 3, 2021

Please be advised your requested increase of \$2,700 to the 2021 STOP-DWI Plan is **approved**. Genesee County STOP-DWI did receive authorization from New York State for the purchase of a utility trailer at a cost not to exceed \$6,200.

Thank you for your time and commitment to keeping our community safe. Please reach out with any questions or concerns.

#XX-2022

**A RESOLUTION TO AMEND THE 2021-2022 POLICE DEPARTMENT BUDGET TO REFLECT THE RECEIPT OF ADDITIONAL STOP-DWI GRANT FUNDS IN THE AMOUNT OF \$2,700 TO ADDRESS THE CRIMES OF DRIVING WHILE INTOXICATED AND/OR DRIVING WHILE ABILITY IMPAIRED BY DRUGS**

**Motion of Councilmember**

**WHEREAS**, the City of Batavia Police Department has received additional grant funding in the amount of \$2,700 from THE GENESEE COUNTY STOP-DWI PROGRAM TO COMBAT IMPAIRED DRIVING BY FUNDING SPECIALIZED PATROL FUNCTIONS AND EQUIPMENT; and

**WHEREAS**, to properly account for the expenditure of this money, a budget amendment needs to be made; and

**NOW THEREFORE, BE IT RESOLVED**, by the Council of the City of Batavia that the City Manager be and hereby is authorized to make the following budget amendment to the 2021-2022 budget to cover various initiatives to combat alcohol and drug related traffic offenses:

Effective January 11, 2022 amend the 2021-22 budget:

Increase expenditure accounts

A.04.3120.3120.299-100001 \$ 2,700.00

Increase revenue accounts

A.00.0000.0000.3389-100001 \$ 2,700.00

**Seconded by Councilmember  
and on roll call**