

# EnviroSpace Architecture

• DeAngelis & Gaita •

May 4, 2023

Jerry Barberio, Village Manager  
Village Hall at the Regatta  
123 Mamaroneck Avenue  
Mamaroneck, NY 10543

via email: [jbarberio@vomny.org](mailto:jbarberio@vomny.org)

## **Proposal for Architectural Services**

Project: Envelope Repairs  
Location: 234 Stanley Avenue, Mamaroneck, NY

### **Project Overview**

The Village of Mamaroneck is planning to replace the first floor windows and main entrance door of the aforementioned facility. Since the lower level is not utilized, lower level windows and doors will not be replaced. Based on interior and exterior visual observation April 2023, exterior envelope repairs should also be performed at the same time as fenestration replacement. In this context, we recommend the scope include the following:

- Replace first floor windows
- Replace main entrance door and transom
- Assess condition of flat roof membrane, waterproofing, and flashing and perform repairs as necessary
- Repair gutters and leaders
- Assess condition of lintels above openings and repair as required
- Perform limited repointing of masonry

The building was added to the National Register in 2021. In keeping with the Secretary of the Interior's Standards for the Treatment of Historic Properties, replacement materials should be visually and physically similar with the original materials. This proposal includes services to assess existing conditions, develop initial scoping drawings, prepare construction documents for repairs, obtain bid proposals, assist with municipal approvals, and monitor correction of repairs.

A building permit and approval from the Board of Architectural Review may be requested. At this time, approval from the NYS Historic Preservation Office and other special land-use board or municipal approvals are not anticipated to be necessary.

The Client intends to obtain comparative bid proposals from a few, pre-qualified general contractors. A budget and timetable for the project have not yet been established.

### **Project Team**

EnviroSpace Architecture will provide architectural services for the project and coordinate with consultants engaged for the project. Subject to approval by the Village, EnviroSpace will engage a structural engineer.

## **Basic Architectural Services**

EnviroSpace Architecture will provide the following Basic Services to assist the Client to obtain a building permit and construct the Project.

### Assessment and Scoping Phase *(anticipated duration: 3 - 4 weeks)*

1. Visit project site to investigate, measure and document existing conditions.
2. Prepare drawings of existing site and floor plans, exterior elevations and typical building cross sections.
3. Prepare investigative probe plan for areas within scope of work to clarify existing architectural, structural and waterproofing conditions.
4. Based upon results of probes, provide preliminary assessment and recommendations describing required work. Review assessment and recommendations with Client to confirm scope of work.  
*(One meeting/conference included)*
5. Evaluate building code regulations that may apply to the project.

### Preliminary Design Phase *(anticipated duration: 3 - 4 weeks)*

6. Prepare preliminary site, floor and roof plans and cross sections for scope of repairs
7. Coordinate with structural engineer to develop approach to required structural repairs.
8. Prepare preliminary project schedule.
9. Review preliminary drawings and schedule with Client to confirm scope of work upon which the construction documents will be based. *(One meeting/conference anticipated)*

### Construction Drawings Phase *(anticipated duration: 3 - 4 weeks)*

10. Prepare construction drawings suitable for building permit and construction. These will include: code analyses; removals plan; dimensioned site, floor, and roof plans; cross sections; details; and, specification notes.

Note: Architectural drawings to be supplemented by structural design drawings, schedules and specifications for contractor bid and construction packages.

11. Coordinate with structural engineer to accommodate requirements for structural systems and components.
12. Update the preliminary project schedule.
13. Review construction drawings with Client prior to issuing for building permit application and contractor pricing. *(includes 2 meetings / conferences)*

Municipal Approvals Phase

*(anticipated duration: TBD)*

14. If requested by the Village, prepare building permit application, and assist filing of necessary architectural drawings and documents. Respond to Building Inspector comments, and revise and resubmit drawings, if necessary. *(one round of minor comments)*
15. If requested by the Village, present project to Board of Architectural Review *(one meeting anticipated)*

Bid Phase

*(concurrent with Municipal Approvals)*

16. Prepare Bid Instruction and Proposal Forms to include with Drawings for bidding.
17. Distribute Bid Package to 3-4 pre-qualified contractor(s); and respond to contractor questions.
18. Assist client to review contractor proposals and select contractor.

Construction Phase

*(anticipated duration: 3 - 4 months)*

19. Visit site during construction to review the progress of the work and respond to contractor questions. (2 visits anticipated – after rough-ins & near completion)
20. Review contractor submittals and shop drawings for windows, entrances, and roofing systems.
21. Review and advise Client regarding contractor applications for payment and requests for additional work.
22. Coordinate with Client and contractor at substantial completion to develop a punch list of items that contractor must complete in order to receive final payment.

**Compensation**

Compensation for the architectural services described above will be in accordance with the attached Terms and Conditions, and as outlined below.

Assessment and Scoping:	\$ 3,500	lump sum fees
Preliminary Design:	\$ 2,500	
Construction Drawings:	<u>6,000</u>	
Total:	\$ 12,000	

Structural Engineering: TBD

Municipal Approvals, Bid and Construction Phase services will be provided on an hourly fee basis.

### **Available Additional Services**

If Additional Services are requested or required, they will be provided on a time and expense in accordance with current billing rates. These may include:

- Modifications to the project scope, investigation of additional design alternatives, or significant changes to the project budget or duration.
- Site, geotechnical, structural, environmental, soils, borings, testing, landscaping, or other specialized consulting services.
- Cost estimating, project scheduling or phasing plans.
- Asbestos investigation and abatement or other requirements outside the scope of work outlined.

### **Acceptance of Proposal**

This Proposal including the attached Terms and Conditions is valid for thirty (30) days.

An initial payment of \$3,000 will serve as authorization by the Client for EnviroSpace Architecture to proceed. The initial payment will be credited towards the final invoice.

Agreed and Accepted:

\_\_\_\_\_  
Jerry Barberio, Village Manager  
Client

  
\_\_\_\_\_  
Gregg C. DeAngelis, AIA  
EnviroSpace Architecture, DPC

Date: \_\_\_\_\_

Date: 5/4/2023

Attachment: "Standard Terms and Conditions for Architectural Services," January 1, 2023.

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# Standard Terms and Conditions for Architectural Services

## 1. CLIENT RESPONSIBILITIES

To enable the Architect to complete the Scope of Services included in this Agreement, and meet requirements of governing agencies, the Client will provide the following items as needed:

- Clear description of goals and objectives for the Project.
- Property, topographical, utilities, or subsurface surveys.
- Information about deed restrictions, easements, flood zones, or other special conditions that apply to the Project.
- Rules and regulations, application reviews, and permission to construct the project from the property owner.
- Legal counsel, real estate appraisals or tax assessments.
- Identification, testing, removal and disposal of any and all hazardous or environmentally sensitive materials.

The Architect shall be permitted to reasonably rely on the information contained in Client provided materials. Architect's assistance with the above will be Additional Services.

## 2. PROJECT SCHEDULE AND BUDGET

The Architect will make reasonable efforts to meet the Client's schedule and budget for the Project, but will not be liable for damages due to time delays or cost increases.

The Architect and its consultants do not warrant, guarantee or certify the construction cost for the Project or any part of it.

## 3. BILLING RATES, EXPENSES & PAYMENTS

**Hourly Billing Rates.** Compensation for Basic and Additional Architectural Services provided on an hourly basis will be in accordance with the following billing rate schedule:

Principal (GD, JG):	\$ 290 per hr.
Senior Project Manager:	\$ 205 per hr.
Senior Architect / Int. Designer:	\$ 185 per hr.
Project Architect / Designer:	\$ 150 per hr.
Architect / Designer:	\$ 125 per hr.
Project Clerical Assistance:	\$ 85 per hr.

Hourly Billing Rates may be increased on an annual basis, not less than one year after the date of this Agreement, to adjust for market conditions, employee benefits and salary compensation.

**Consultants.** Consultants and other outside services approved by the Client and engaged by the Architect will be reimbursed at 1.10 times amounts billed to cover management and administrative costs.

**Reimbursable Expenses.** Payments made by the Architect for photography, computer plotting, reprographics, express courier services, filing fees, and other project related costs will be billed at a multiple of 1.15 times cost to cover administrative expenses.

**Terms of Payment.** Invoices shall generally be submitted monthly for services performed and expenses incurred. Payment is due fourteen (14) days from the date of the invoice. Past due balances shall be subject to a service charge of 1.5% per month.

## 4. INSURANCE, INDEMNIFICATION & LIMITATIONS

**Insurance.** The Architect shall maintain Worker's Compensation, General Liability, and Professional Liability Insurance while providing services for this Project. Certificates of insurance will be provided by the Architect to the Client upon request.

The Client shall require all contractors to name the Architect as an Additional Insured on the contractor's insurance policies.

The expense of additional insurance coverage or increased policy limits of liability, including professional liability insurance, requested by the Client in excess of the coverage currently carried by the Architect and its consultants shall be borne by the Client.

**Indemnification.** The Client and Architect shall mutually indemnify and hold harmless each other from any and all third-party claims, actions, judgments, lawsuits, or other proceedings including costs and reasonable attorney's fees incurred by the other in connection with the Project.

In the event the Client engages another design professional to complete any portion of the Project, the Client hereby agrees to indemnify and hold harmless the Architect for any errors or omissions in the Architect's documents.

**Limitation of Liability.** The Architect's liability for any damages on account of error, omission or other professional negligence shall be limited to \$250,000.

## 5. SUSPENSION, TERMINATION & DISPUTE RESOLUTION

**Suspension of Services.** If any payment is more than thirty (30) days past due, the Architect may, after giving seven (7) days written notice to the Client, suspend services under this Agreement until the Architect is paid in full all amounts due for services, expenses, finance charges and other related project costs.

Additionally, in the event of suspension of services by the Architect, the Client shall waive all rights, claims, etc. which it might otherwise have against the Architect as a direct or indirect result of such suspension of services.

In the event the Project is suspended by the Client or the Architect for a period of more than thirty (30) days, counted in aggregate, the Architect will be entitled to: compensation for remobilization costs; adjust fees for future services; and, reschedule project target dates.

**Termination.** Either party may terminate this Agreement with not less than seven (7) 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.

This Agreement may be terminated by the Owner upon not less than seven (7) days written notice to the Architect for the Owner's convenience and without cause. In such event, the Architect shall be compensated for all services performed and expenses incurred.

If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this agreement by giving not less than seven (7) days written notice.

If this Agreement has been terminated prior to, or during, construction of the Project, the Client shall hold the Architect harmless for delays, clarifications or non-conformance with the Contract Documents.

**Dispute Resolution.** Any dispute or claim arising in connection with this Agreement shall be submitted to Mediation for resolution, and if not resolved, shall then be subject to Arbitration. Mediation and Arbitration proceedings shall take place in Westchester County, New York and be in accordance with the rules and regulations of The American Arbitration Association currently in effect.

## 6. MISCELLANEOUS PROVISIONS

**Standard of Practice.** Services performed by the Architect and its consultants under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of their respective professions practicing in the same locality under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or any report, document, or otherwise.

**Ownership of Design and Drawings.** All drawings, electronic files and photographs are instruments of service and remain the property of the Architect, and are protected by all applicable copyright and intellectual property laws. Copies of drawings will be made available to the Client upon request and reimbursement for reproduction expenses.

**Means and Methods of Construction.** The Architect and its consultants are not responsible for the means, methods, techniques, sequencing of construction, or site safety.

**Waiver of Consequential Damage.** The Client and the Architect waive consequential damages for claims, disputes or other matters in question arising out of this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the provisions defining termination.