

Thaler Reilly Wilson

Architecture & Preservation

December 6, 2023

Joe Grasso, Supervisor
Town of Charlton
Town Hall
758 Charlton Rd.
Charlton, NY 12019

Re: Charlton Community Center Design Services

Dear Supervisor Grasso,

Thaler Reilly Wilson Architecture & Preservation (TRW) is pleased to provide the following proposal to provide architectural and engineering design, bidding, and construction administration services related to the following scope of work:

1. Remove first-floor framing, subfloor, and maple finish floor from front door back to rear addition.
2. Remove rubble stone from crawl space, wood sill at base of exterior walls, and approximately lower 12" of wood studs. Remove stone foundations on south and west elevations and CMU foundation on east elevation.
3. Provide new concrete foundation walls with stone shelf on north, east, and west sides of original structure.
4. Provide new sill plates at exterior walls, extend studs, and add sister studs.
5. Replace approximately 260 linear feet of wooden weatherboard and shiplap siding. Scrape/sand, prep, and repaint remaining siding.
6. Replace approximately 50 deteriorated or missing wooden siding shingles. Scrape/sand, prep, and repaint remaining shingles.
7. Remove fiber board siding from the inner faces of the two parapet walls extending above the roof line of the shed roof of the rear addition and provide new wooden shiplap siding to match existing.
8. Replace approximately eight (8) linear feet of corner boards, 15 linear feet of fascia trim boards, and 78 linear feet of water table boards. Scrape/sand, prep, and repaint all other wooden trim elements and all eaves.
9. Restore all first-floor windows. Replace approximately eight (8) broken glass panes and four (4) rotted wooden sills. Provide any missing muntins. Remove and replace 100% of glazing putty on all windows. Apply consolidant and wood filler as needed to rotting/cracking wood elements. Scrape/sand, prep, and repaint.
10. Restore one triangular colored-glass window. Replace one cracked glass pane in kind and provide new glazing putty. Scrape/sand, prep, and repaint.
11. Restore one second-story north elevation window. Provide missing inner stop and new glazing putty. Apply wood filler and consolidant to repair cracks and water damage. Scrape/sand, prep, and repaint.
12. Restore five (5) dormer windows. Replace approximately four (4) broken glass panes. Remove and replace 100% of glazing putty on all windows. Apply consolidant and wood filler as needed to rotting/cracking wood elements. Scrape/sand, prep, and repaint. Remove fan and vent from sixth dormer window opening and provide new square colored-glass window to match the others in materials, configuration, color and appearance.



13. Provide blown-in or batt insulation in exterior wall cavities of first floor and between rafters of roof. Provide new gypsum board on all first-floor wall surfaces up to historic wood ceiling.
14. Remove existing ramp and porch including iron railing and provide new wood porch with wood balustrade. Steps and a ramp will both terminate at the west elevation.
15. Provide concrete sidewalk from rear addition exterior door to parking lot.
16. Remove existing partition walls throughout first floor for foundation work. Retain wall with openings and door casings between original building and addition, and walls surrounding and supporting staircase. Provide new wood stud and gypsum board partition walls based on building programming needs.
17. Salvage and/or replace five non-historic doors on first floor.
18. Provide new door casing on partition walls and new baseboard throughout first floor. New elements shall match the molding profile of the historic elements in the second-floor hall.
19. Provide new branch circuiting and devices where required for other work. All new wiring will be MC cable or in conduit.
20. Fill crawl space with structural fill, add a vapor barrier, 6" of crushed stone, a 5" reinforced concrete slab, and 2x4 wood sleepers spaced 16" OC with subfloor and oak strip flooring, and provide rigid insulation at the interior of exterior foundation walls.
21. Provide hazardous materials abatement design.
22. Design of Alternates including new upgraded electrical service, provision of new air-conditioning system, new interior and exterior lighting, and restoration of first floor ceiling.

Thaler Reilly Wilson Architecture & Preservation, LLP will utilize the services of Spring Line Design for structural engineering; Erdman Anthony to provide mechanical, electrical, and plumbing engineering; Ambient Environmental for environmental engineering; and Susan McClymonds, Architect for preparation of technical specifications.

Design Phase Services

Due to the limited scope of this project, TRW will provide the Town of Charlton Schematic Design drawings for review of work scope. Upon approval by the Town, we will then complete 95% Construction Documents including drawings and specifications to allow for public bidding of the work for your final review. We will include the design of up to four bid alternates. A cost estimate will be provided at the completion of 95% construction documents. Upon receipt of any comments from the Town, we will incorporate any comments into a 100% Bid Set. It is anticipated that Design Phase Services will be completed four months after receipt of an executed contract. TRW will present the project to the Town Board.

Bid Phase Services

TRW will provide the Town of Charlton the Bid Documents in electronic format for the Town to solicit bids from qualified contractors. We will attend one pre-bid conference; issue any required addenda to clarify the design intent and address bidder questions; review bids received and assist the Town in making a selection of the lowest qualified bids.

Construction Administration Services

During construction, TRW will prepare the Contract for construction; review contractor product submittals and mock-ups; answer RFIs; review monthly payment applications; and attend (8) on-site construction progress meetings to observe the progress of the work and prepare a punch list upon Substantial



Completion. TRW will issue certificates of Substantial Completion and Final Completion. It is anticipated that construction will be completed within a six-month period in 2024.

Fee

We propose to complete the tasks itemized above for a fixed fee of Eighty-nine Thousand Four Hundred Dollars (\$89,400.00), including the work of our sub-consultants. We are prepared to begin this work within two weeks of your authorization to proceed.

Schedule

Based on a Notice to Proceed in December 2023, we would begin our work in January 2024 and provide schematic design drawings to the Town in February for a review of the scope of work. Completion of 95% Construction Documents would be provided for your review by April 19, 2024. We will provide 100% Bid Documents within two weeks of receiving comments on the 95% submission.

Additional Services

Thaler Reilly Wilson Architecture & Preservation can provide services beyond those itemized above upon which we mutually agree as an Additional Service.

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

Sincerely,

Mark Thaler, AIA, NCARB
Partner
518-424-5185
mthaler@trw-arch.com

Accepted by Town of Charlton:

Date: _____



THALER REILLY WILSON ARCHITECTURE & PRESERVATION, LLP

TERMS AND CONDITIONS OF AGREEMENT

Fixed Fee Projects

Billings are based on the percent of completion of TRW's work against the agreed upon fixed fee.

Hourly Projects

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

Estimated Fees

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

Retainers

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

Invoices

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

Reimbursable Expenses

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

Additional Services

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

Special Services

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

Change of Scope

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

Existing Conditions

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

Change Orders

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

Shop Drawings Review

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

Use of Architects' Instruments of Service

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

Insurance

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

Limitation of Liability

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

Agreement Termination and Project Suspension

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

Design Without Construction Phase Services

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

Publicity

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

Standard of Care

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

Dispute Resolution

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

Modification of Terms

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



Thaler Reilly Wilson

Architecture & Preservation, LLP

SCHEDULE OF HOURLY RATES

Thaler Reilly Wilson Architecture & Preservation, LLP

Partner	\$ 205.00
Project Manager	\$ 178.00
Senior Technical Designer	\$ 155.00
Senior Project Architect	\$ 140.00
Project Architect	\$ 116.00
Sr. Project Designer	\$ 110.00
Project Designer	\$ 90.00
Jr. Project Designer	\$ 70.00
Specification Writer	\$ 125.00
Clerical / Support	\$ 75.00

Rate Schedule valid through December 31, 2023.