



COURTROOM
1 MUNICIPAL PLAZA
BEACON, NY 12508
AND LIVE VIA ZOOM

Mayor Lee Kyriacou
Councilmember George Mansfield, At Large
Councilmember Paloma Wake, At Large
Councilmember Molly Rhodes, Ward 1
Councilmember Justice McCray, Ward 2
Councilmember Wren Longno, Ward 3
Councilmember Dan Aymar-Blair, Ward 4
City Administrator Chris White

**September 6, 2022
7:00 PM
City Council Agenda**

Call to Order

Pledge of Allegiance

Roll Call

Community Segment

[Mitchell Associates Architects Presentation on Lewis Tompkins Hose Firehouse Renovation Project](#)

Public Comment

Reports: Mayor, City Council, and City Administrator

Local Laws and Resolutions

1. [Resolution No. 114 - Appointing Aaron Harrison to the Position of Motor Equipment Operator](#)
2. [Resolution No. 115 - Authorizing an Amendment to an Agreement with Mitchell Associates Architects, PLLC for Design of the Lewis Tompkins Hose Fire Station Renovation Project](#)
3. [Resolution No. 116 - Authorizing an Agreement with Tighe & Bond for Engineering Design for the Sludge Dewatering System at the Wastewater Treatment Plant](#)
4. [Resolution No. 117 - Authorizing a Bond Issuance for the Sludge Dewatering System at the Wastewater Treatment Plant](#)
5. [Resolution No. 118 - Amending the 2022 City Council Meeting Dates and Times](#)

Approval of Minutes

1. [August 15, 2022 City Council Minutes](#)

2nd Opportunity for Public Comments

Adjournment

City of Beacon City Council Agenda
09/06/2022

Title:

Mitchell Associates Architects Presentation on Lewis Tompkins Hose Firehouse Renovation Project

ATTACHMENTS

[Mitchell Associates Architects Update Presentation](#)

Beacon Fire Department

Facility Improvements for the Next Generation

Robert Mitchell

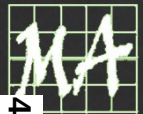
Mitchell Associates Architects, PLLC
Public Safety Design



Mitchell Associates Architects

Project Goals

- Centralizing Staff and Equipment
- Operationally Correct & Efficient
- Firefighter Health & Safety
- Enhance Morale, Effectiveness & Cohesion
- Facilitate Access to Training at All Levels
- Inclusive Design Process
- User Friendly Building
- Energy Efficient/Lowest Life Cycle Cost
- Generational Investment in a Critical Facility
- Transition From Primarily Volunteer to Paid



Project Scope

- 40-Year-Old, Functionally Obsolete Building
- 10,000 sq ft Renovation & 6,500 sq ft New
- New Replaces 6,000 sq ft at Mase
- Going From 3 Bays to 5 Bays (Remove 1, and add 3)
- Going From 4 to 6 Bedrooms
- Updating to Modern Firematic Standards
- Provide Decontamination Capability
- Improve Energy Efficiency
- Enhance the Appearance of the Building



Sustainable Design

A Building to Last Many Generations Standard Features

- High Insulation Values
- Airtight Construction
- Heat Recovery Ventilation
- Heat Pumps for Air and Water
- Variable Frequency Fans & Pumps
- Compliance with NY Stretch Energy Code

Opportunities to Explore

- Active & Passive Solar Energy
- Ground Source Heat Pumps

All Electric Building

Embedded Carbon in the Existing Structure



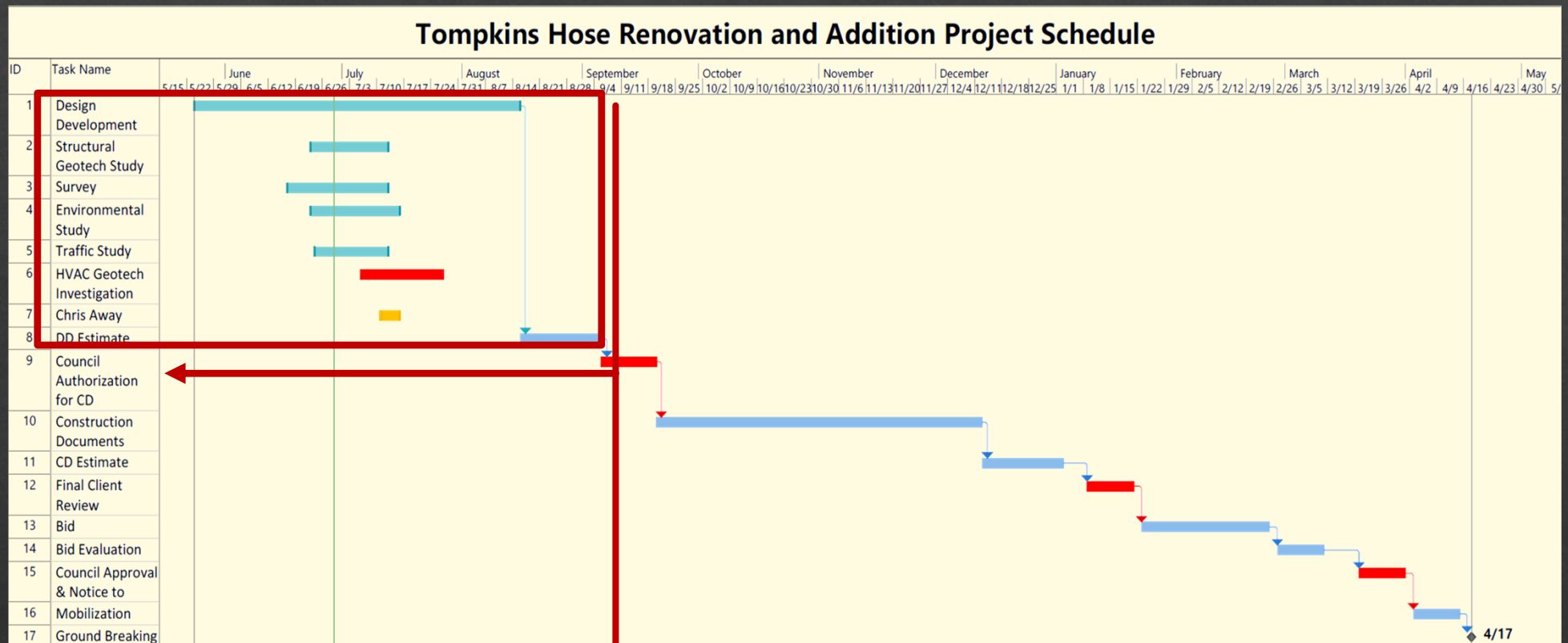
Prior Studies

- **2006 – Initial consolidation study**
- **2010 – Operational analysis of Service**
- **2014 – Consolidation plan**
- **2016 – Facility condition report/repairs**
- **2017 – Analysis of possible sites**
- **2018 – Consolidation study**
- **2019 – Consolidation study 3 to 2**

Well over 2,000 hours of professional and
Committee time



Progress Since April 2022



Progress Since April 2022

[illegible]

Progress Since April 2022

HATCH KEY										Date Started						Progress						
TASK	Issue / Description	Start Date	End Date	W/E 5/27/22	W/E 6/3/22	W/E 6/10/22	W/E 6/17/22	W/E 6/24/22	W/E 7/1/22	W/E 7/8/22	W/E 7/15/22	W/E 7/22/22	W/E 7/29/22	W/E 8/5/22	W/E 8/12/22	W/E 8/19/22	W/E 8/26/22	W/E 9/2/22	W/E 9/9/22	W/E 9/16/22	W/E 9/23/22	W/E 9/30/22
Badey & Watson 3D Laser Survey	Approval	5/19/22	5/19/22																			
	Field Work	5/24/22	5/24/22																			
	Rcv'd Plan Files	6/15/22	6/15/22																			
	Distribution to Design Team	6/15/22	6/29/22																			



Progress Since April 2022

TASK	Issue / Description	Start Date	End Date	W/E 5/27/22	W/E 6/3/22	W/E 6/10/22	W/E 6/17/22	W/E 6/24/22	W/E 7/1/22	W/E 7/8/22	W/E 7/15/22	W/E 7/22/22	W/E 7/29/22	W/E 8/5/22	W/E 8/12/22	W/E 8/19/22	W/E 8/26/22	W/E 9/2/22	W/E 9/9/22	W/E 9/16/22	W/E 9/23/22	W/E 9/30/22
Geotechnical Investigation	Approval	6/2/22	6/2/22																			
	Lanc & Tully Borings Staked	6/13/22	6/17/22																			
	Field Borings	6/23/22	6/24/22																			
	Final Report	7/14/22	7/14/22																			



Progress Since April 2022

TASK	Issue / Description	Start Date	End Date	W/E 5/27/22	W/E 6/3/22	W/E 6/10/22	W/E 6/17/22	W/E 6/24/22	W/E 7/1/22	W/E 7/8/22	W/E 7/15/22	W/E 7/22/22	W/E 7/29/22	W/E 8/5/22	W/E 8/12/22	W/E 8/19/22	W/E 8/26/22	W/E 9/2/22	W/E 9/9/22	W/E 9/16/22	W/E 9/23/22	W/E 9/30/22
Lanc & Tully Site Survey	List of Needs sent to L&T	6/8/22	6/8/22																			
	Boring Markouts for Geotech	6/13/22	6/17/22																			
	Rcv'd Survey Files	6/17/22	7/13/22																			
	Rcv'd updated Survey Files	7/25/22	8/2/22																			



Progress Since April 2022

TASK	Issue / Description	Start Date	End Date	W/E 5/27/22	W/E 6/3/22	W/E 6/10/22	W/E 6/17/22	W/E 6/24/22	W/E 7/1/22	W/E 7/8/22	W/E 7/15/22	W/E 7/22/22	W/E 7/29/22	W/E 8/5/22	W/E 8/12/22	W/E 8/19/22	W/E 8/26/22	W/E 9/2/22	W/E 9/9/22	W/E 9/16/22	W/E 9/23/22	W/E 9/30/22
Hazmat Survey by QUESST	Approval	6/2/22	6/2/22																			
	Field Work	6/17/22	6/17/22																			
	Final Report	7/18/22	7/18/22																			
	Field Walk with Chief to discuss tiles	8/16/22	8/16/22																			



Progress Since April 2022

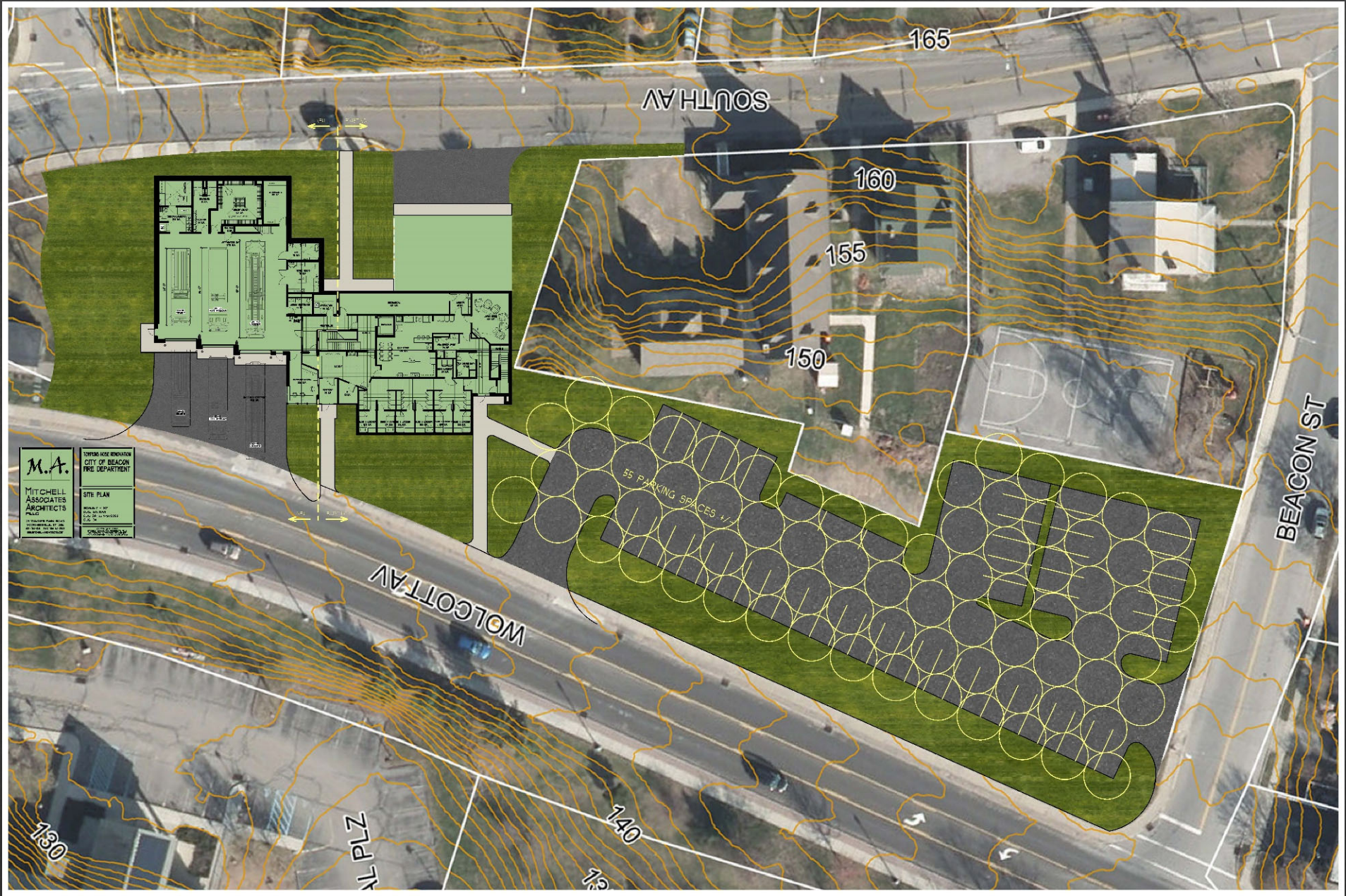
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Traffic Study by Colliers	Approval	6/15/22	6/15/22																			
	Field Data Collection	6/20/22	6/27/22																			
	Colliers Prelim Recommendations	6/27/22	6/27/22																			
	City comments back to Colliers	7/8/22	7/8/22																			
	Final Report	8/8/22	8/8/22																			
	Final City comments to Colliers	8/11/22	8/11/22																			
	Approval from NYSDOT	8/11/22	Pending																			

Progress Since April 2022

TASK	Issue / Description	Start Date	End Date	W/E 5/27/22	W/E 6/3/22	W/E 6/10/22	W/E 6/17/22	W/E 6/24/22	W/E 7/1/22	W/E 7/8/22	W/E 7/15/22	W/E 7/22/22	W/E 7/29/22	W/E 8/5/22	W/E 8/12/22	W/E 8/19/22	W/E 8/26/22	W/E 9/2/22	W/E 9/9/22	W/E 9/16/22	W/E 9/23/22	W/E 9/30/22
Geothermal Test Well by Connecticut Wells	Approval	7/12/22	7/12/22																			
	Initial Field Work	8/2/22	8/2/22																			
	Field Drilling	9/1/22	9/2/22																			
	Grouting	9/7/22	9/7/22																			
	Field Conductivity Tests	9/12/22	9/14/22																			
	Final Report	9/14/22	9/21/22																			



This is an early site design shown solely to illustrate where geotechnical wells can be located



Progress Since April 2022

[illegible]

DRAWING SHEET INDEX

CIVIL:		STRUCTURAL:				FIRE PROTECTION:					
C1	PROPERTY SURVEY	S-1001	FOUNDATION PLAN - APPARATUS BAY	A101	UPPER FLOOR PLAN	A432	MISCELLANEOUS DETAILS	FP000	NOTES, DETAILS SCHEDULES - FIRE PROTECTION	M10	HVAC ROOF PLAN
C2	EROSION SEDIMENTATION CONTROL PLAN	S-1002	FOUNDATION PLAN - ADMIN SPACE	A102	LOWER FLOOR DIMENSION PLAN	A433	MISCELLANEOUS DETAILS	FP101	FIRST FLOOR PLAN - FIRE PROTECTION	M401	HVAC SCHEDULES
C3	SITE PLAN	S-101	FOUNDATION SECTIONS DETAILS	A103	UPPER FLOOR DIMENSION PLAN	A434	OVERHEAD DOOR CONTROL PANELS	FP102	MEZZ. TOWER AND DETAILS - FIRE PROTECTION	M402	HVAC SCHEDULES
C4	GRADING, DRAINAGE UTILITIES PLAN	S-102	SLAB DETAILS	A104	ROOF PLAN	A500	DOOR SCHEDULE AND DETAILS	FP500	FIRE PUMP DETAILS	M501	HVAC DETAILS
C5	DETAILS (1 of 2)	S-103	MASONRY DETAILS	A200	BUILDING ELEVATIONS	A501	DOOR WINDOW ELEVATIONS AND DETAILS			M502	HVAC DETAILS
C6	DETAILS (2 of 2)	S-104	MASONRY FOUNDATION DETAILS	A201	BUILDING ELEVATIONS	A502	WINDOW DETAILS AND MISC. DETAILS			M503	HVAC DETAILS
C7	CDOT TRENCH DETAILS	S-105	CONCRETE PIER DETAILS	A202	EXTERIOR DETAILS	A600	LOWER FLOOR REFLECTED CEILING PLAN			M504	HVAC DETAILS
C8	DRIVEWAY 'A' SIGHTLINE	S-200	MEZZANINE FRAMING PLAN DETAILS	A203	BUILDING DETAILS	A601	UPPER FLOOR REFLECTED CEILING PLAN	PLUMBING:			
C9	DRIVEWAY 'B' SIGHTLINE	S-3001	ROOF FRAMING PLAN - APPARATUS BAYS	A300	BUILDING SECTIONS	A700	LOWER FLOOR FFIE PLAN	P001	PLUMBING LEGEND ABBREVIATIONS		
C10	SEPTIC SYSTEM DESIGN	S-3002	ROOF FRAMING PLAN - ADMIN SPACE	A301	BUILDING SECTIONS	A701	UPPER FLOOR FFIE PLAN	P100	PLUMBING UNDERSLAB PLAN		ELECTRICAL:
		S-400	ROOF FRAMING SECTIONS DETAILS	A302	BUILDING SECTIONS	A710	TYPICAL INTERIOR ELEVATION DETAILS	P101	1ST FLOOR PLUMBING PLAN	E001	ELECTRICAL LEGEND ABBREVIATIONS
		S-500	ROOF FRAMING SECTIONS DETAILS	A303	BUILDING SECTIONS	A716	TOILET ROOMS ENLARGED PLANS INTERIOR ELEVATIONS	P102	PLUMBING DETAIL VIEWS	E002	ELECTRICAL SITE PLAN
		S-600	ROOF FRAMING SECTIONS BRACING DETAILS	A310	MEZZANINE STAIR TRAINING OPENING DETAILS	A720	ENLARGED PLANS INTERIOR ELEVATIONS	P103	PLUMBING ROOF PLAN	E003	ELECTRICAL 1ST FLOOR POWER PLAN
		S-700	ELEVATIONS	A311	MEZZANINE STAIR TRAINING OPENING DETAILS	A721	ENLARGED PLANS INTERIOR ELEVATIONS	P401	PLUMBING SCHEDULES	E01	ELECTRICAL 1ST FLOOR SYSTEMS PLAN
		S-800	ROOF FRAMING SECTIONS DETAILS	A400	WALL SECTIONS	A722	ENLARGED PLANS INTERIOR ELEVATIONS	P501	PLUMBING DETAILS	E02	ELECTRICAL 1ST FLOOR LIGHTING PLAN
		S-SCHED-1	SCHEDULES	A401	WALL SECTIONS	A723	INTERIOR ELEVATIONS APPARATUS BAY (RM 115)	P502	PLUMBING DETAILS	E03	ELECTRICAL MEZZANINE TOWER BASE PUMP HOUSE PLANS
		S-SCHED-2	COLUMN SCHEDULE COLUMN DETAILS	A402	WALL SECTIONS	A724	ENLARGED PLANS INTERIOR ELEVATIONS			E10	ELECTRICAL ROOF PLAN
				A403	WALL SECTIONS	A726	ENLARGED PLANS INTERIOR ELEVATIONS			E401	ELECTRICAL LUMINAIRE SCHEDULE
				A410	VERTICAL DETAILS	A727	ENLARGED PLANS INTERIOR ELEVATIONS			E402	ELECTRICAL SCHEDULES
				A411	VERTICAL DETAILS	A728	ENLARGED PLANS INTERIOR ELEVATIONS			E403	ELECTRICAL SCHEDULES
				A420	PLAN DETAILS	A730	CASEWORK DETAILS			E501	ELECTRICAL DETAILS
		D100	DEMO FLOOR PLAN	A421	PLAN DETAILS	A731	CASEWORK DETAILS			E502	ELECTRICAL DETAILS
		A010	GENERAL NOTES, ABBREVIATIONS, SYMBOLS WALL TYPES	A422	PLAN DETAILS	A800	FINISH PLANS 1ST FLOOR PART A	MECHANICAL:			
		A020	LOWER CODE PLAN	A423	PARAPET PLAN DETAILS	A801	FINISH PLANS 1ST FLOOR PART B, MEZZANINE ????	M001	HVAC LEGEND ABBREVIATIONS	E503	ELECTRICAL DETAILS
		A021	UPPER CODE PLAN	A430	MISCELLANEOUS DETAILS	A802	FINISH DETAILS	M00	HVAC 1ST FLOOR DUCTWORK PLAN	E504	ELECTRICAL DETAILS
		A100	LOWER FLOOR PLAN	A431	MISCELLANEOUS DETAILS			M01	HVAC 1ST FLOOR PIPING PLAN	E601	ELECTRICAL ONE LINE DIAGRAM
								M02	HVAC MEZZANINE TOWER BASE PUMP HOUSE PLANS		



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Progress Since April 2022

TASK	Issue / Description	Start Date	End Date	W/E 5/27/22	W/E 6/3/22	W/E 6/10/22	W/E 6/17/22	W/E 6/24/22	W/E 7/1/22	W/E 7/8/22	W/E 7/15/22	W/E 7/22/22	W/E 7/29/22	W/E 8/5/22	W/E 8/12/22	W/E 8/19/22	W/E 8/26/22	W/E 9/2/22	W/E 9/9/22	W/E 9/16/22	W/E 9/23/22	W/E 9/30/22
Professional Cost Estimate by NASCO	Approval	5/23/22	5/23/22																			
	Hand-off from MAA	8/15/22	8/15/22																			
	Assembly of Cost Estimate	8/16/22	8/30/22																			
	ADDED Brick Veneer Alternate Option	8/29/22	8/29/22																			
	Final DD Estimate	8/29/22	9/1/22																			

Progress Since April 2022

N A S C O C O N S T R U C T I O N S E R V I C E S I N C . SUBJECT: SUMMARY - ALL TRADES - SCHEME 3 (ADDITION) PROJECT: ADDITION/RENOVATION FOR CITY OF BEACON FIRE DEPARTMENT LOCATION: BEACON, NY 12508 TYPE EST.: SCHEMATIC CLIENT: MITCHELL ASSOCIATES ARCHITECTS EST. NO: 22-0144 EST. BY: PS CHKD. BY: EH DATE: 8/31/2022 REV. DATE:						
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	TOTAL
2.00	SITEWORK					
	<u>Site Removals & Relocations</u>					
	Silt Fence	562	LF	3.50	1,967	
	Stabilized Construction Entrance - Assumed 40' x 50'	2,000	SF	2.00	4,000	
	Orange Safety Construction Fence - ALLOW	700	LF	20.00	14,000	
	Construction Entrance Gates - ALLOW	1	PR	2,500.00	2,500	
	Remove Existing Asphalt Paving	19,300	SF	1.00	19,300	
	Remove Existing Gravel/Asphalt Mix Paving	12,890	SF	0.50	6,445	
	Remove Existing Sidewalk Concrete	1,315	SF	1.00	1,315	
	Remove Existing Concrete Curb	150	LF	5.00	750	
	Tree Removal	7	EA	750.00	5,250	
	Fence Removal	55	LF	5.00	275	
	Remove sheds and surrounding fences/block walls	1	LS	4,675.00	4,675	
	Sign Relocation	3	EA	100.00	300	
	Flagpole & Monument Sign Relocation	1	LS	10,000.00	10,000	
	Relocate signs, electric charging station, and existing fences	1	LS	2,500.00	2,500	
	Removal of Underground Fuel Tank	1	LS	30,000.00	30,000	
						103,277
	<u>Earthwork</u>					
	<u>At Building Addition</u>					
	Excavate for Foundation Walls & Footings	810	CY	25.00	20,238	
	Excavate Overcut/Bench for Foundation Walls & Footings	541	CY	25.00	13,517	
	Excavate for Interior Spread Footings & Trench Drains	24	CY	25.00	612	
	Excavate for SOG Subbase	76	CY	25.00	1,910	
	Excavate for Slab on Grade (Cut @ Eastern End of Slab)	422	CY	25.00	10,550	
	Backfill Slab on Grade (Borrow @ Western End of Slab)	95	CY	25.00	2,386	
	Backfill @ Foundation Walls & Footings (Borrow)	1,185	CY	20.00	23,705	
	Backfill @ Foundation Subbase (Stone)	76	CY	50.00	3,819	
	Removal & Disposal of Excavated Material	592	CY	25.00	14,809	
	Building Excavation of Rock - ALLOW	161	CY	350.00	56,519	
	Removal & Disposal of Rock - ALLOW	161	CY	25.00	4,037	
						152,102
	<u>Site Utilities - ALLOW</u>					
	Storm Pipe - 24" Assumed	242	LF			
	Catch Basins & Grates	6	EA	5,000.00	30,000	
	Trench for Catch Basins & Pipe	242	LF	100.00	24,200	
	Pipe	242	LF	65.00	15,730	
	Tie into Extg Catch Basin	1	LOC	3,500.00	3,500	
	Roof Drain	132	LF	25.00	3,300	
	Trench for Catch Basins & Pipe	132	LF	100.00	13,200	
	Pipe	132	LF	25.00	3,300	
	Tie into Extg Catch Basin	1	LOC	1,500.00	1,500	
	Re-route Water Line	44	LF			
	Trench for Pipe	44	LF	100.00	4,400	
	Pipe	44	LF	65.00	2,860	
	Cut & Cap Extg	1	LOC	1,500.00	1,500	
	Tie into Extg	1	LOC	3,500.00	3,500	
	New Water Service					
	Trench	119	LF	100.00	11,900	
	Steel Street Plates	100	SF	10.00	1,000	
	Pipe	119	LF	65.00	7,735	
	Tie into Extg	1	LOC	3,500.00	3,500	
	Repave & Re-Line Street	12	SY	100.00	1,200	
	Flagmen	16	HRS	75.00	1,200	



Progress Since April 2022

COST CATEGORIES	
LAND	
LASER SCAN OF BUILDING	\$ 6,000
GEOTECHNICAL INVESTIGATION AND REPORT	\$ 12,128
HAZMAT SURVEY	\$ 10,344
TRAFFIC STUDY	\$ 6,380
GEOTECH HEAT PUMP TEST WELL	\$ 12,000
REMEDIATION AIR MONITORING	\$ -
Subtotal - Land	\$ 46,852
PROFESSIONAL FEES	
ARCHITECT & ENGINEERS - BUILDING	\$ 1,095,294
TESTING AGENCY SERVICES DURING CONSTRUCTION	\$ 45,000
CONSTRUCTION MANAGER	\$ 380,000
Subtotal - Professional Fees	\$ 1,520,294
MISCELLANEOUS COSTS	
INSURANCE	\$ 9,000
MISC. ADMINISTRATIVE COSTS (Bid Advertising, Bid Set Printing, etc.)	\$ 2,500
HAZARDOUS MATERIAL REMEDIATION	\$ 160,000
Subtotal - Miscellaneous	\$ 171,500
FF&E	
KITCHEN APPLIANCES (Refrigerator, Stove, etc.)	\$ 17,300
A/V, COMPUTERS, PHONES, SECURITY, CABLING	\$ 80,000
FURNISHINGS, FIXTURES & OFFICE EQUIP. (FF&E) (incl. in Item 19 below)	\$ -
EXERCISE EQUIPMENT	\$ 15,000
FUME EXHAUST SYSTEM	\$ 51,000
GENERATOR (by Electrical Contractor)	\$ -
FIREMATIC EQUIPMENT (Gear Lockers, Hose Racks, SCBA, etc.)	\$ 186,800
Subtotal - FF&E	\$ 350,100
HARD CONSTRUCTION COSTS	
CONSTRUCTION HARD COST - 18/31/22 DD ESTIMATE - AIR SOURCE HEAT PUMP	\$ 8,861,600
OWNER'S CONTINGENCY DURING CONSTRUCTION @ 3%	\$ 265,848
Subtotal - Hard Costs (Lines 20 & 21)	\$ 9,127,448
Subtotal - Soft Costs (Lines 1 Through 19)	\$ 2,088,746
Subtotal - Hard & Soft Costs	\$ 11,216,194
PLAUSIBLE INCREASE DUE TO ALL ELECTRIC, WITH GROUND SOURCE HEAT PUMPS	\$ 452,748
TOTAL PROJECT COST	\$ 11,668,942

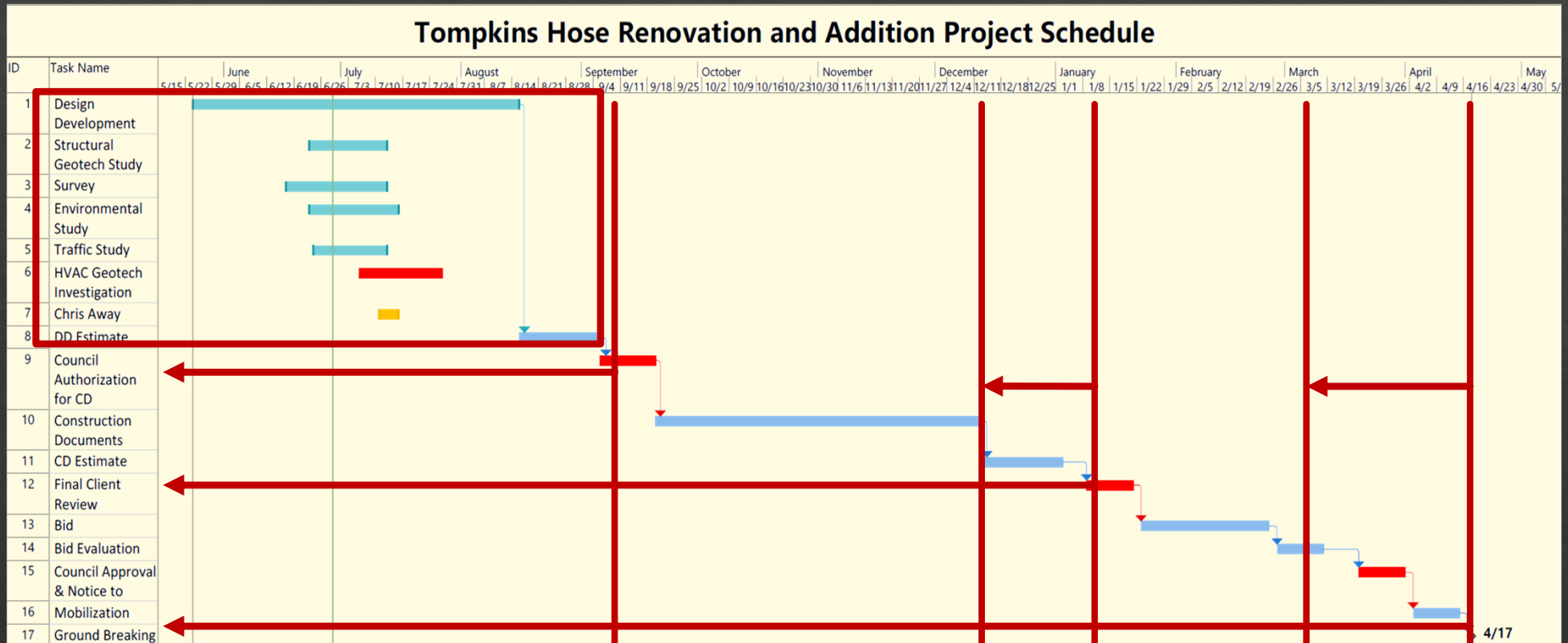
**\$8,831,570 in
March 2022
Estimate**

**\$8,861,600 in
August 2022
Estimate**

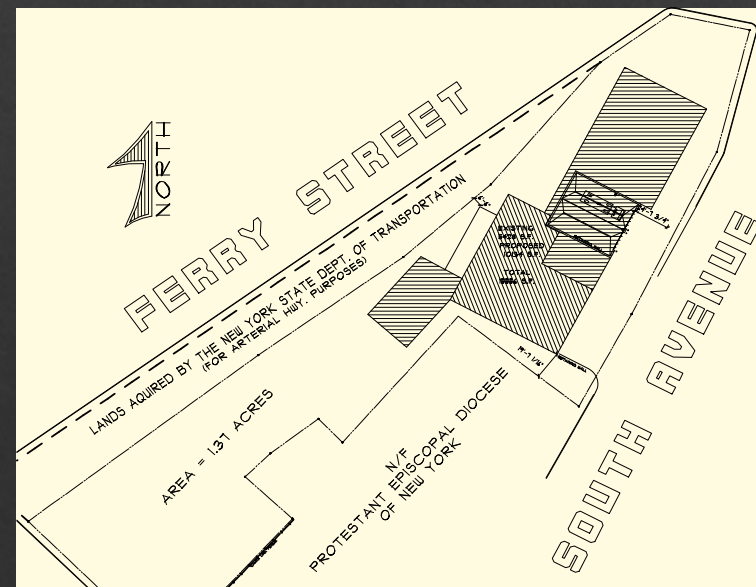
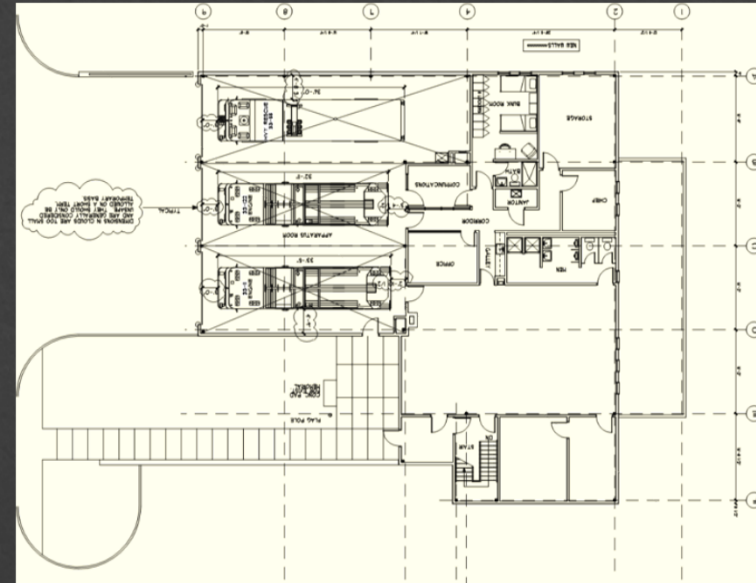
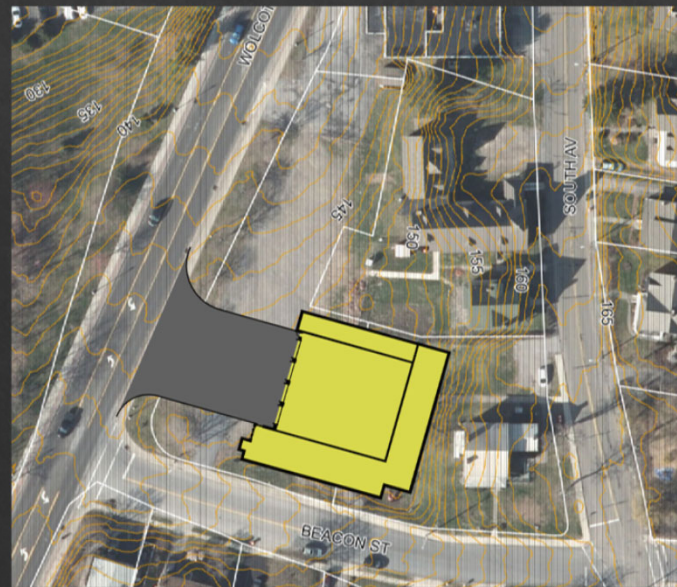
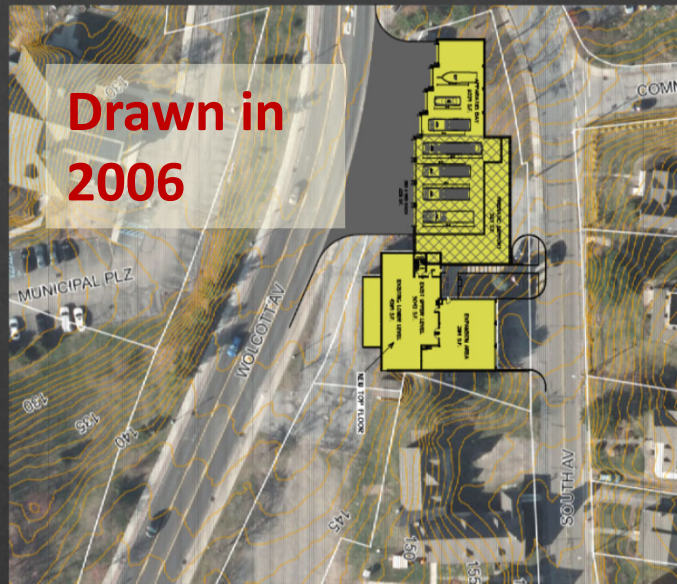


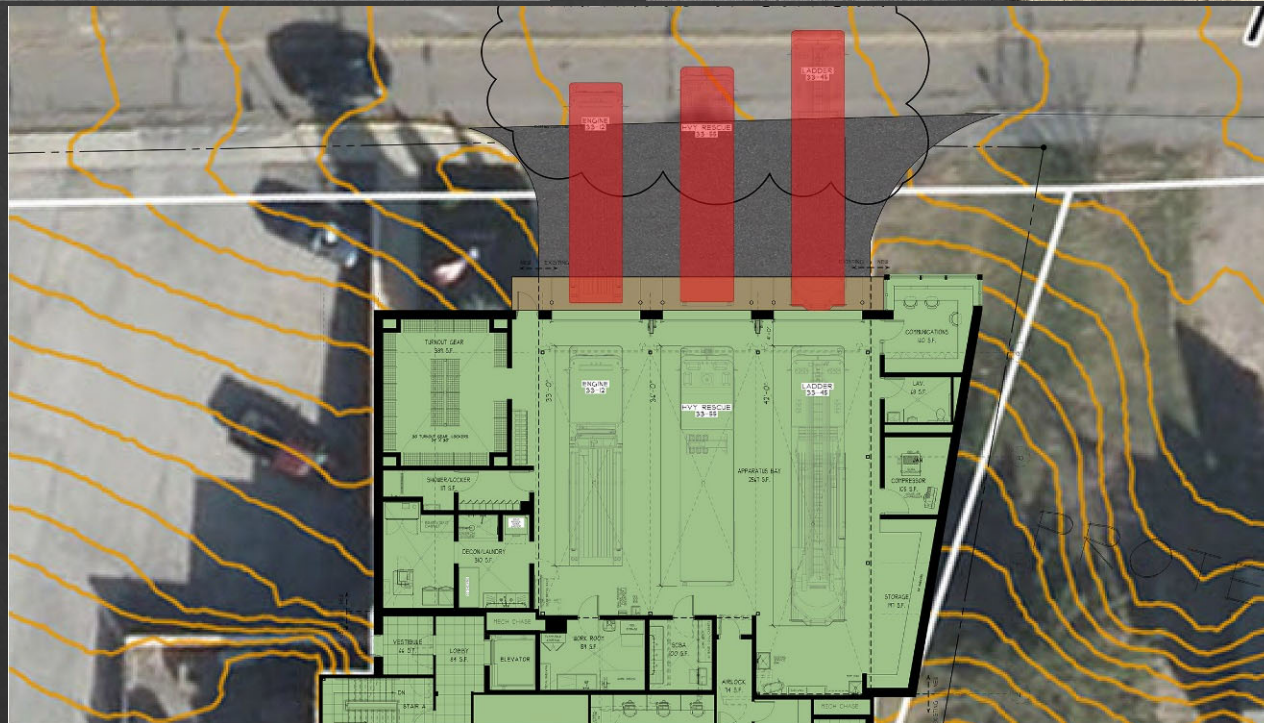
Mitchell Associates Architects

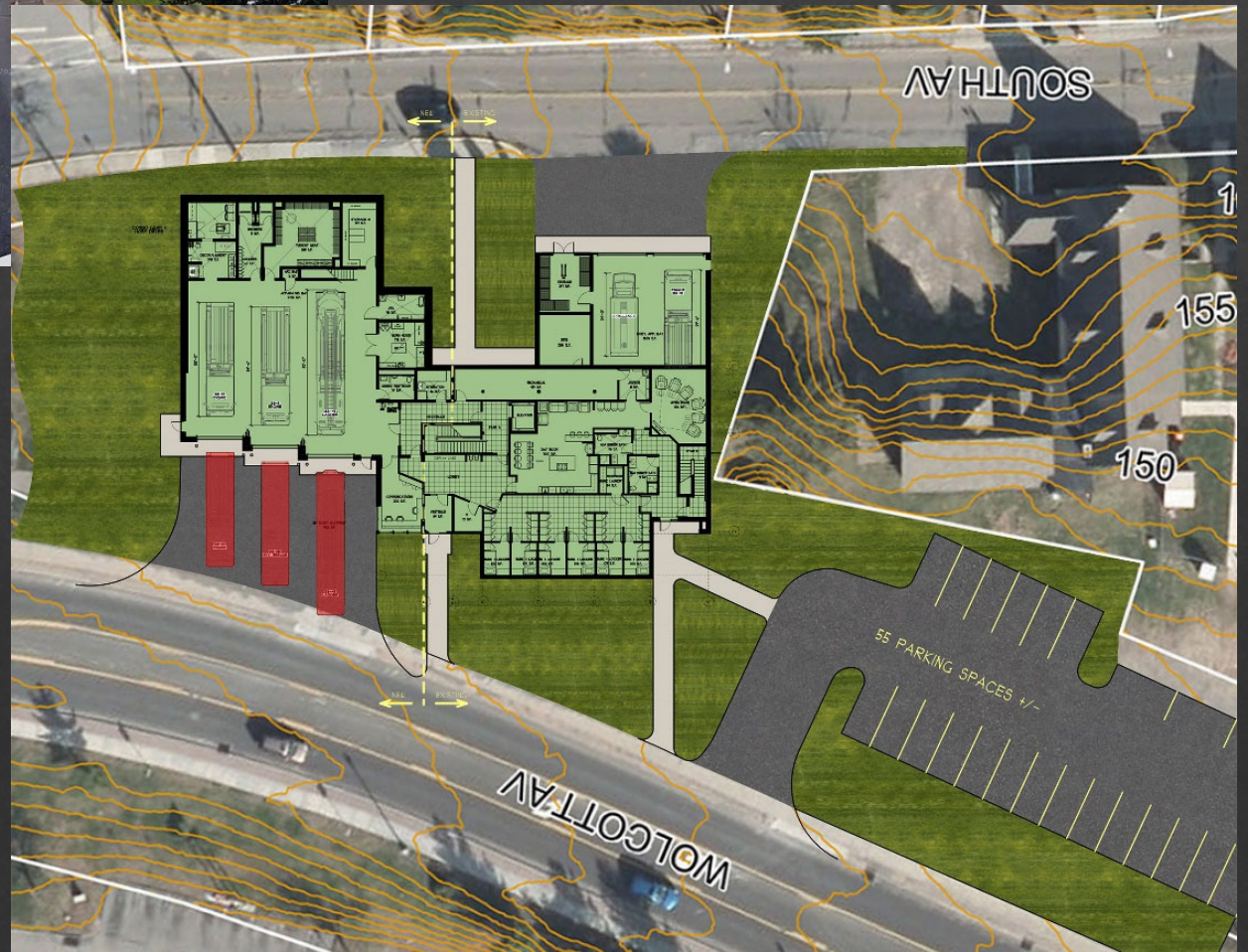
Going Forward



Prior Tompkins Schemes











Mitchell Associates Architects





Mitchell Associates Architects

**Brick Costs Approximately \$72,000
More Than Architectural CMU**









Mitchell Associates Architects

Mitchell Associates Architects, PLLC

Emergency Services Facilities

29 Thacher Park Road
Voorheesville, NY 12186
(518) 765-4571 fax 765-2950
E-mail: Bob@Mitchell-Architects.com
Web Site: www.Mitchell-Architects.com



Mitchell Associates Architects

City of Beacon City Council Agenda
09/06/2022

Title:

Resolution No. 114 - Appointing Aaron Harrison to the Position of Motor Equipment Operator

ATTACHMENTS

[Resume for Aaron Harrison](#)

[Superintendent of Streets Memorandum for the Appointment of Aaron Harrison](#)

[Resolution Appointing Aaron Harrison to the Position of Motor Equipment Operator](#)

Aaron Harrison



- **SKILLS** Blueprint Reading & Interpreting Basic & Advanced, Weldability
- Oxyacetylene Cutting & Welding
- Shielded Metal Arc Welding (Structural & Pipe)
- Gas Metal Arc Welding (Structural, Pipe & Aluminum) Spray-Arc Welding
- Gas Tungsten Arc Welding (Structural & Pipe) (Stainless Steel, Titanium & Aluminum)
- Flux Core (All Positions)
- Brazing on Copper Tubing 2F & 5F

EDUCATION

- | | |
|--|-------------------------|
| Hobart Institute of Welding Technology, Troy OH | May 2020 to March 2021 |
| <i>Combination Structural and Pipe Welding Program</i> | |
| PNW BOCES Yorktown Heights, NY | August 2013 to May 2015 |
| <i>2 Years Micro Computer Technologies</i> | |
| Mahopac High School Mahopac, NY | August 2011 to May 2015 |
| <i>High School Diploma</i> | |

CERTIFICATIONS

American Welding Society D1.1

- Shielded Metal Arc Welding 6-inch Pipe Schedule 80 – 6G
- Gas Tungsten Arc Welding 2-inch Pipe Schedule 80 – 2G and 5G
- Flux Cored Arc Welding Plate – 1-inch Block - 3G and 4G
- Gas Tungsten Arc Welding – .052-inch Titanium - 1G
- Gas Metal Arc Welding 1” Block Pulse Transfer 2G
- OSHA 10 HR Construction Industry
- Graduate of the Putnam County Sheriff's Cadet program with recognition from the state and county
- Aerial Operators License

WORK EXPERIENCE

IATSE Local 52 N.Y.C and New Jersey

Construction Grip and Set Dressing

- Construct and dismantle film sets.
- Assist in arranging items on set
- Operate aerial, boom and scissor lifts
- Load and unload trailers

Safelite Autoglass, Mount Kisco, NY

February 2018 to December 2018

Windshield Installer

- Installed windshields, door glass and rear glass.
- Use of specialty proprietary tools.
- Completion of Sikatack Academy

Custom Courier Solutions Newburgh, NY

March 2018 to September 2018

Warehouse Associate

Freeman Woodworks Beacon, NY

May 2017 to December 2017

- Bask Carpentry.
- Exterior Painting.

Hudson Valley Beer and Soda, Mahopac, NY
Stocker/Cashier

January 2013 to May 2013

- Organize and keep track of store stock
- Customer Service
- Handled large amounts of money

Le Chambord Restaurant and inn, Poughquag, NY
Waiter

July 2013 to Sept 2014

- Prepared many orders from customers
- Waited on customers
- Maintained a clean and safe work area

Mavis Discount Tire, Mahopac, NY
Alignment and Tire Technician

September 2015 to September 2016

- Customer service
- Maintained many vehicles
- Changed tires
- Use of small and large hand tools

REFERENCES

Available Upon Request

Memorandum

Highway Department



To: City of Beacon Administrator Christopher White
City of Beacon City Council

From: Michael Manzi

Re: MEO Hire

Date: August 31, 2022

At this time, I would like move forward with hiring Aaron Harrison to the position of Motor Equipment Operator.

On August 25 and August 29, 2022, interviews were conducted to fill the vacant Motor Equipment Operator position in the City of Beacon Highway Department. The vacancy is due to a recent retirement within the department. Interviews for this position were conducted by myself and Sara Morris. Based on the interviews, it was our determination to move forward with the hiring of Aaron Harrison to fill the vacancy.

This position is budgeted and had been posted in all City Departments. Thank you for your consideration.

Sincerely,

Michael Manzi
City of Beacon
Superintendent of Streets



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 114 OF 2022

**RESOLUTION APPOINTING AARON HARRISON TO THE POSITION OF
MOTOR EQUIPMENT OPERATOR**

WHEREAS, there is currently a vacancy for the position of Motor Equipment Operator; and

WHEREAS, Aaron Harrison meets the qualifications for the position of Motor Equipment Operator and is recommended for appointment to the position by the Superintendent of Streets.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor hereby appoints and the City Council approves the appointment of Aaron Harrison to the position of Motor Equipment Operator.

Resolution No. 114 of 2022			Date: September 6, 2022				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda

09/06/2022

Title:

Resolution No. 115 - Authorizing an Amendment to an Agreement with Mitchell Associates Architects, PLLC for Design of the Lewis Tompkins Hose Fire Station Renovation Project

ATTACHMENTS

[Original Agreement with Mitchell Associates Architects, PLLC](#)

[Draft Amendment to an Agreement with Mitchell Associates Architects, PLLC for Design of the Lewis Tompkins Hose Fire Station Renovation Project](#)

[Resolution Authorizing the City Administrator to Execute an Agreement with Mitchell Associates Architects, PLLC](#)



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the **6th** day of **May** in the year **2022**

BETWEEN the Architect's client identified as the Owner:

**The City of Beacon
One Municipal Plaza
Beacon, NY 12508**

and the Architect:

**Mitchell Associates Architects, PLLC
29 Thacher Park Road
Voorheesville, NY 12186**

for the following Project:

Renovation and addition to the Tompkins Hose Fire Station in accordance with the drawings attached as Exhibit A. the Architect is only authorized to provide the Design Development services set forth in Section 3.3 to Owner at this time. Subsequent phases will be authorized by the Owner by amendment to this agreement.

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.

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
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
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:

(Paragraph deleted)

The program is described by the schematic drawings attached as Exhibit A

§ 1.1.2 The Project's physical characteristics:

(Paragraph deleted)

Architect will arrange for a survey, geotechnical borings and a test well to evaluate the potential for the use of ground source heat pumps. If no environmental studies of the building and site have been done, Architect will arrange for these. Owner will pay the costs of these tests. Tasks related to obtaining additional traffic control devices on RTE. 9D will be an additional service.

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

The current budget for the project is \$11,000,000, including hard and soft costs. It is understood that the construction market is erratic at this time, and adjustments to the hard costs may be required.

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

.1 Design phase milestone dates, if any:

Construction documents to be complete by the end of 2022

.2 Construction commencement date:

Construction starts in Spring, 2023

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

NA

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

Design/Bid/Build

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Paragraph deleted)

An energy efficient, all electric building. Ground source heat pumps will be evaluated for the Owner to choose.

(Paragraph deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

**Christopher White
City Administrator
One Municipal Plaza
Beacon, NY 12508
O: 845-838-5009
cwhite@cityofbeacon.gov**

§ 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:

NA

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Surveyor:

TBD

.3 Other, if any:

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

TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

**Robert Mitchell
29 Thacher Park Road**

Init.

Voorheesville, NY 12186
(518) 765-4571
bob@mitchell-architects.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

(Paragraph deleted)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Craig Maloney, P.E.
3 Benedict Court
Ballston Spa, NY 12020
O: 518-584-9944
C: 518-495-4096
camaloney@nycap.rr.com

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

John Trombino
Gerard Associates Consulting Engineers P.C.
23 Main Street
Goshen, NY 10924
O: 845-291-1272
C: 845-494-8800
jtrombino@gerardassociates.com

.3 Civil Engineer:

Jeff Contelmo
Insite Engineering, Surveying & Landscape Architecture, P.C.
3 Garrett Place
Carmel, NY 10512
O: 845-225-9690
JContelmo@InSite-Eng.com

§ 1.1.11.2 Consultants retained under Supplemental Services:

TBD

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

NA

§ 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 Owner represents and warrants that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to perform its obligations under this Agreement and under the Contract Documents. The Architect may demand assurance in writing of the Owner's ability to satisfy the foregoing obligation, such as a certified statement of an accounting professional. The Owner's failure to provide such reasonable assurances shall be grounds for termination of this Agreement by the Architect.

(Paragraph deleted)

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.

§ 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 The Architect shall maintain the following insurance until termination of this Agreement.

(Paragraphs deleted)

§ 2.4.1 Commercial General Liability with policy limits of not less than **One Million (\$1,000,000)** for each occurrence and **Two Million (\$2,000,000)** in the aggregate for bodily injury and property damage.

§ 2.4.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than **One Million (\$1,000,000)** per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.4.3 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 as the coverages required under Sections 2.4.1 and 2.4.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.4.4 Workers' Compensation at statutory limits.

§ 2.4.5 Employers' Liability with policy limits not less than **One Million (\$1,000,000)** each accident, **One Million (\$1,000,000)** each employee, and **One Million (\$1,000,000)** policy limit.

§ 2.4.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than **One Million (\$1,000,000)** per claim and **One Million (\$1,000,000)** in the aggregate.

§ 2.4.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.4.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.4.

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 civil, 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 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.

§ 3.2 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. Revisions are needed if the Owner is providing the estimate.

§ 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 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.

§ 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 Observations 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

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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, 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.

§ 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 observation 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 observation 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 reviews 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.

§ 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.

§ 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 field reviews 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 field review 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 reviews shall be conducted with the Owner, or with detailed correspondence to the Owner if the Owner is not present for the review, 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, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect, previously completed
§ 4.1.1.2 Multiple preliminary designs	Architect, previously completed
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Not provided
§ 4.1.1.5 Site evaluation and planning	Owner to retain geotechnical & environmental engineer
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect, limited to materials and colors
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Architect, bi-weekly observations
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Required of Contractor
§ 4.1.1.17 Post-occupancy evaluation	Architect, On-Site review at one year post C.O.
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Per Wickes Law
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect, limited
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided
§ 4.1.1.30 Other Supplemental Services	Not provided
§ 4.1.1.31 City/Town approval process	Architect, on an hourly basis – see 4.1.2.1 below

§ 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.

(Paragraphs deleted)

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The Owner shall compensate the Architect on an hourly basis for all work associated with the City/Town approval process. This work shall include, but not be limited to, Planning Board, Zoning Board, City/Town Board meetings, workshop meetings, neighborhood association meetings, and all graphics and renderings required for the approval process and Owner's marketing needs. The quantity and length of meetings and approval process is unknown at this time. However, Architect will come to up to 4 public meetings, whose cost is included in this agreement.

(Paragraphs deleted)

§ 4.2 Architect's Additional Services

The Architect, and/or the Architect's consultants, may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, and/or the Architect's consultants any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect, and/or the Architect's consultants, 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;
- .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, samples, payment requisitions and similar submittals of the Contractor
- .2 **Twenty-Eight (28)** visits to the site by the Architect during construction
- .3 **Two (2)** field reviews 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)** field reviews 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 **Twenty-Four (24)** 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.

§ 5.7

§ 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.

§ 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 Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget.

§ 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 or 6.6.5, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work that was determined 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 the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3 unless the redesign is necessary due to the fault of the Architect. However, such fault shall not include market conditions not reasonably anticipated by the architect. If the Owner chooses to proceed under Section 6.6.2, the Owner shall compensate the Architect for time and material expenditures for a project rebid. 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 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. **To the extent the Owner provides the Architect with drawings,**

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specifications, or other documents, the Owner shall defend, indemnify and hold harmless the Architect for any expense, loss, damages, or claims, including reasonable attorney's fees arising out of a copyright or related claim against the Architect or its Consultant's. 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. **Pending the resolution of any dispute, the Architect shall continue to perform its obligations under this Agreement and the Owner shall continue to make payments of all amounts due the Architect. Failure of Owner to make payment shall entitle the Architect to suspend services pursuant to §9.1 of the Contract.**

§ 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 parties agree that prior to commencing a lawsuit against the other party with respect to any claim arising out of this Agreement, they will submit the issues in dispute to a mutually acceptable mediator for the purpose of seeking to resolve the dispute. The parties shall share the mediator's fee. If the attempt to mediate a settlement is not successful, either party may thereafter resort to litigation.

§ 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:

☒ Litigation in a court of competent jurisdiction

(Paragraph deleted)

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. The parties waive their respective rights to a trial by jury.

(Paragraphs deleted)

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

(Paragraphs deleted)

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

§ 9.8 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.

(Paragraph deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of New York.

§ 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. All certifications made by the Architect shall be based on "the best of their knowledge, information and belief" whether or not so stated in the certification.

§ 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.

§ 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

One Million and Sixty-Nine Thousand Dollars (\$1,069,000.00), with the following exception:

At this time, it is not known what heating & cooling system is going to be used. The Mechanical Engineer's fee assumes a conventional gas fired heating system, with the following assumed bid values:

- HVAC - \$1,291,078
- Electrical - \$1,372,917

(Paragraphs deleted)

To the extent that the selected HVAC system results in bids that exceed the above values, the fee for the Mechanical Engineer will be increased by 7% of the bid amount that is in excess of the above values.

§ 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:

(Paragraph deleted)

Time and materials according to the hourly rates in section 11.7, below.

§ 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:

Time and materials according to the hourly rates in section 11.7, below.

§ 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

(Paragraphs deleted)

Ten percent (10%), or as follows:

§ 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	NA	percent (	NA	%)
Design Development Phase	\$250,000	percent (	23.4+/-	%)
Construction Documents Phase	\$435,000	percent (	40.7+/-	%)
Procurement Phase	\$34,000	percent (	3.2+/-	%)
Construction Phase	\$350,000	percent (	32.7+/-	%)
Total Basic Compensation	one hundred	percent (	100	%)

The work of this agreement will be limited to the Design Development Phase. Subsequent phases will be authorized by amendments to this agreement.

The Architect will arrange for the work of the consulting surveyor, geotechnical engineer and any needed testing services. The City will enter agreements with these entities whereby the Architect will pay the consultants invoices, and will in turn invoice the City, with no markup.

§ 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.

Employee or Category	Rate
Principal	\$225.00/hour
Architect	\$190.00/hour
Project Manager	\$180.00/hour
Senior Technician	\$150.00/hour
Draftsperson	\$140.00/hour
Support Staff	\$130.00/hour

(Table deleted)

Hourly rates will increase automatically on January 1, 2023, and each January thereafter at a rate of \$5.00/hour per each category as listed above.

§ 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:

- .1 Transportation and authorized out-of-town travel and subsistence **will be billed at cost without markup described elsewhere in this Article 11. Mileage will be billed at the current federally recognized rate without any markup described elsewhere in this Article 11;**
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents not printed in-house;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 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;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus **Zero** percent (0%) of the expenses incurred.

(Paragraphs deleted)

§ 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.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within 30 days of Owner's receipt of the Architect's invoice. Amounts unpaid **Sixty (60)** 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.

12% (Twelve percent per annum)

§ 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.

§ 11.11 If the Owner accepts a budget that exceeds the initial amount stipulated in Article 1.1.3, then the Architect's compensation shall be equitably increased. The amount of increase shall be calculated as the same percentage of the Architect's fee as calculated in correlation to the initial budgeted amount.

§ 11.12 The Owner shall back charge the Contractor in the form of a Deduct Change Order, and pay the architect for all of the Architect's time and costs necessary to address any of the following actions by the Contractor or any of its subcontractors:

- .1** contractor induced delays;
- .2** faulty work;
- .3** lack of performance
- .4** failure to provide adequate supervision
- .5** incomplete or unacceptable submittals that require more than two (2) reviews
- .6** failure to perform close-out tasks in a timely manner
- .7** the submission of claims for contract extension, delays, or change orders that are rejected.
- .8** Construction Document revisions and/or design services required based on Contractor's request for a product substitution

Additionally, in the event of termination of the contractor the specification will clearly state that the contractor will be responsible for the cost of additional services provided by the architect resulting from the contractor being terminated.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

§12.1 To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Architect, Architect's Consultants, its agents and employees for all expenses, loss, damages and claims, including reasonable attorney's fees arising out of the negligent acts, errors, or omissions of the Owner, its consultants, contractors, or anyone acting on their behalf. To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner, its officers, employees, volunteers and agents for all expenses, damages and claims, including reasonable attorneys' fees, loss, damages, or claims arising out of the negligent acts, errors, or omissions of the Architect, its agents, employees, consultants or contractors.

§12.2 To the extent the Owner provides the Architect with drawings, specifications, or other documents, the Owner shall defend, indemnify and hold harmless the Architect for any expense, loss, damages, or claims, including reasonable attorney's fees arising out of a copyright or related claim against the Architect or its Consultant's.

§12.3 The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of the services and work or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with this Agreement.

§12.4 Limitation of Liability: The liability of the Architect and the Architect's Consultants for actions, damages, claims, demands, judgments, losses, costs or expenses arising out of or resulting from the Architect's or its Consultants' negligent acts, errors, or omissions, is limited to the Architect's fee collected pursuant to this Agreement.

§12.5 Hazardous Materials: The Owner shall be responsible for the detection of any and all toxic or hazardous

substances which may be encountered on the site. However, if the Architect reasonably believes that a substance is either toxic or hazardous, the Owner shall be notified immediately. The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance and, in the event such material or substances are found to be present to verify that it has been rendered harmless. The Owner shall furnish in writing to the Architect the names and qualifications of the persons or entities who are to perform tests verifying the presence or absence of such materials or substances or who are to perform the task(s) of removal or safe containment of such material or substance. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Architect, the Architect's Consultants, its agents and employees from any expense, loss, damage, and/or claim, including reasonable attorney's fees, arising out of the presence of such toxic or hazardous substance, provided that such damage, loss, or expense, is not due to the sole negligence of the Architect.

§12.6 If the Architect or its consultants determine that physical testing or selective demolition is required to verify existing conditions, the Owner shall bear the costs of such testing.

§12.7 It is expressly understood that the evaluation of existing conditions requires that certain assumptions be made by the Architect and that certain assumptions cannot be verified without expending additional sums of money or otherwise destroying portions of the building. As such, the Owner agrees that the Architect shall not be liable for assumptions made in connection with existing conditions. Furthermore, to the extent that the Architect is provided with any information, including but not limited to, drawings, specifications, or studies, the Architect may reasonably rely on said information in the performance of services. To the extent that the information provided to the Architect is inaccurate, contains errors or omissions, the Architect shall have no liability in connection with the information provided or for any damages resulting therefrom. The Owner further agrees, to the fullest extent permitted by law, that the Owner shall indemnify and hold harmless, the Architect, the Architect's consultants, its agents and employees for any expense, loss, damage, and/or claim, including reasonable attorney's fees arising out of the Architect's reliance of this information.

§12.8 The Architect may assist the Owner by providing standard bid documents and contracts for construction. These documents and contracts have important legal consequences, and the Owner shall consult with an attorney to review and approve any bid documents or contracts since the Architect cannot and will not offer legal advice.

§12.9 Contract Administration Phase (CA) assumes that the construction (including Project Close-out) will be completed within Fourteen (14) months. If the work extends beyond that time, our services will be provided for a monthly fee of Eighteen Thousand Dollars (\$18,000.00). The fee will be prorated to account for partial months.

§12.10 This Agreement may be terminated by the Architect upon not less than seven (7) days written notice to the Owner for the Architect convenience and without cause. In the event the Architect elects to terminate this Agreement for convenience, the Architect shall be paid for all services and expenses incurred as of the date of the termination for convenience. The Owner shall be permitted to use the Architect's drawings in accordance with the provisions contained herein solely for the purpose of completing the project. The Owner's obligation to defend, indemnify and hold harmless the Architect, as noted in this Agreement shall remain in full force and effect and extend to any claims that may arise after the termination for convenience.

§12.11 If a court having jurisdiction over the subject matter of this Agreement shall determine that any one or more of the provisions are illegal, void, or otherwise unenforceable as a matter of law, that such provision(s) shall be severed from this Agreement and the balance of this Agreement shall be given full force and effect to accomplish the intention of the parties.

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

.2

(Paragraphs deleted)

Exhibit A – Approved schematic plans, elevations and site plan.

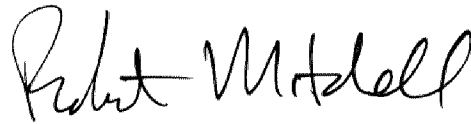
(Paragraphs deleted)

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



OWNER *(Signature)*

Christopher White



ARCHITECT *(Signature)*

Robert Mitchell, President

(Row deleted)

1
A100
LOWER LEVEL
SCALE: 1/8" = 1'-0"
N

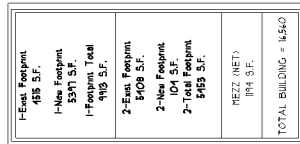
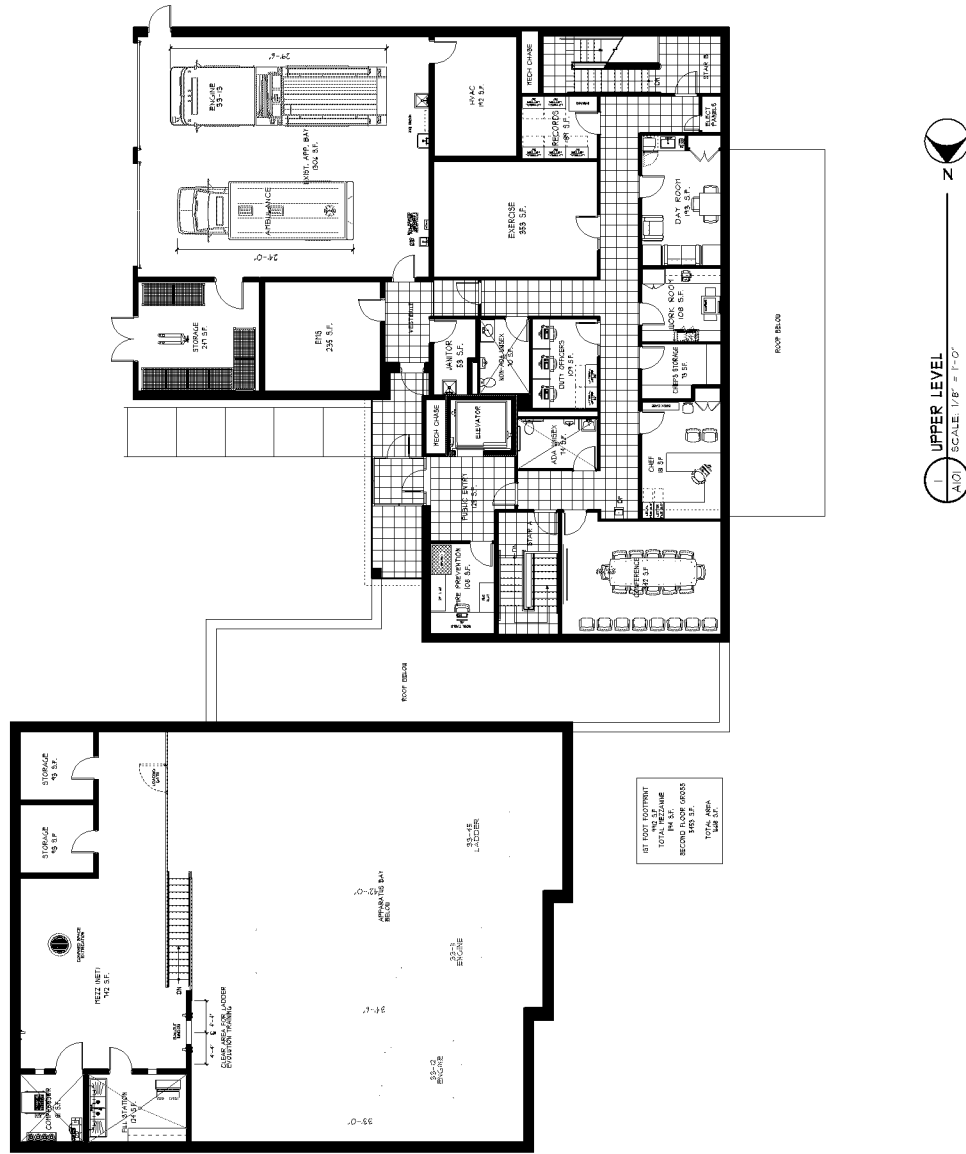
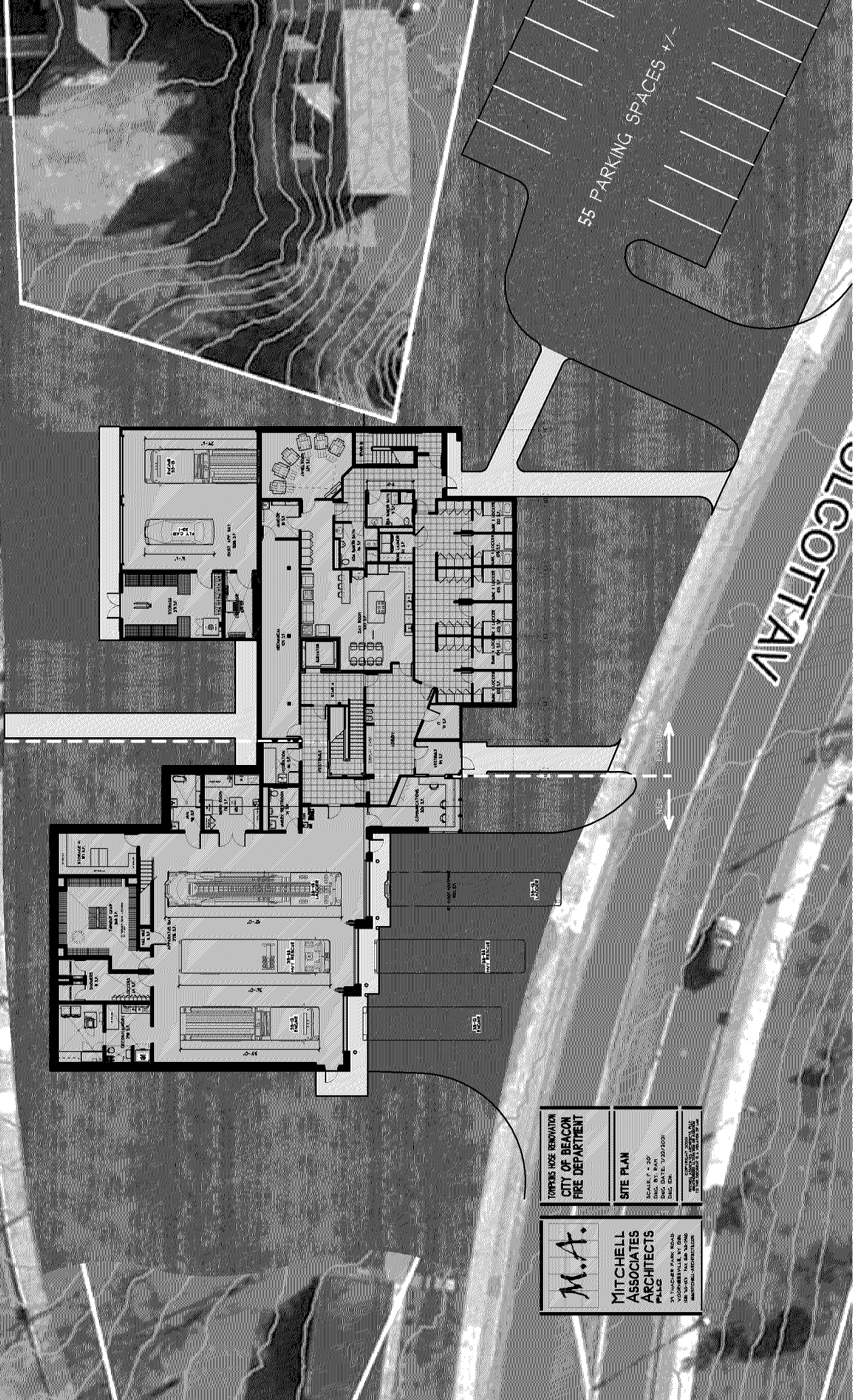


Exhibit A - Page 2



	MITCHELL ASSOCIATES ARCHITECTS PLLC 350 OLIVER ST. SUITE 200 ANN ARBOR MI 48106 734.769.1400 FAX 734.769.1401 WWW.MITCHELL-ASSOCIATES.COM	EMERGENCY SERVICE FACILITY #3	QUALITY	100% SATISFACTION GUARANTEE (NO CHARGE FOR REVISIONS) (NO CHARGE FOR REVISIONS) (NO CHARGE FOR REVISIONS)	ADD "CM/ RENOVATION FOR CITY OF BEACON FIRE DEPARTMENT	350 OLIVER ST. SUITE 200 ANN ARBOR MI 48106 734.769.1400 FAX 734.769.1401 WWW.MITCHELL-ASSOCIATES.COM	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 5%;">DATE</th> <th style="width: 15%;">DESCRIPTION</th> <th style="width: 5%;">BY</th> <th style="width: 5%;">CHECKED</th> <th style="width: 5%;">CN</th> </tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>	DATE	DESCRIPTION	BY	CHECKED	CN																																																			SCHEME 3 UPPER LEVEL PLAN 350 OLIVER ST. SUITE 200 ANN ARBOR MI 48106 734.769.1400 FAX 734.769.1401 WWW.MITCHELL-ASSOCIATES.COM	
DATE	DESCRIPTION	BY	CHECKED	CN																																																												

Exhibit A - Page 3



M.A. MITCHELL ASSOCIATES ARCHITECTS PLLC 21 YACOPER PARK ROAD SCARBOROUGH, VT 05475 TEL: 802.882.1111 FAX: 802.882.1112 WWW.MITCHELL-ASSOCIATES.COM	TORRAKIS HOUSE RENOVATION CITY OF BEACON FIRE DEPARTMENT	SITE PLAN SCALE: 1" = 20' DATE: 8/1/2011 DRAWN BY: J. MITCHELL CHECKED BY: J. MITCHELL DATE: 8/1/2011	WORKSHEET NO. 1 OF 2 SEE SHEET NO. 2 FOR FOUNDATION & FINISHES
	TORRAKIS HOUSE RENOVATION CITY OF BEACON FIRE DEPARTMENT		

**FIRST AMENDMENT TO STANDARD FORM AGREEMENT BETWEEN THE
CITY OF BEACON AND MITCHELL ASSOCIATES ARCHITECTS, PLLC TO
AUTHORIZE SUBSEQUENT PHASES OF SERVICES FOR THE
RENOVATION AND EXPANSION OF THE TOMPKINS HOSE FIRE
STATION**

This Amendment is dated as of September ____, 2022, by and between Mitchell Associates Architects, PLLC (the “Architect”), a domestic professional service limited liability company, with offices at 29 Thacher Park Road, Voorheesville, NY 12186 and the City of Beacon (the “Owner”), a municipal corporation of the State of New York with offices at One Municipal Plaza, Beacon, NY 12508 (each, a “Party,” collectively the “Parties”).

WITNESSETH:

WHEREAS, on May 2, 2022, the City Council adopted Resolution 68 of 2022 to authorize the City Administrator to execute an Agreement with the Architect to provide services for the renovation and expansion of the Tompkins Hose Fire Station (the “Project”); and

WHEREAS, on May 6, 2022, the City executed COB Contract No. 2022-041 (the “Original Agreement”) setting forth the overall terms and scope of services for the entire Project, through construction; and

WHEREAS, the Original Contract defines the Architect’s basic services to include usual and customary civil, structural, mechanical, and electrical engineering services; and

WHEREAS, in the Original Contract the Architect’s basic services are divided into four phases: Design Development Phase, Construction Documents Phase, Procurement Phase and Construction Phase; and

WHEREAS, on May 6, 2022, the City authorized the Architect to proceed only with Design Development Phase Services as set forth in § 3.3 of the Original Agreement, with all subsequent phases to be authorized by the City by amendment to the Original Agreement; and

WHEREAS, the City Council desires to amend the Original Agreement to authorize the Architect to provide the remaining phases of services pursuant to the terms and conditions set forth in Original Agreement.

NOW, THEREFORE, for consideration of the mutual covenants, conditions and agreements contained herein, the Parties to this Agreement agree as follows:

1. The City hereby authorizes the Architect to provide the following services in connection with the renovation and expansion of the Tompkins Hose Fire Station:
 - a. Construction Documents Phase Services in accordance with § 3.4 of the Original Agreement.
 - b. Procurement Phase Services in accordance with § 3.5 of the Original Agreement.
 - c. Construction Phase Services in accordance with § 3.6 of the Original Agreement.
2. The compensation for each additional authorized phase of services shall be accordance with § 11.5 of the Original Agreement as follows:
 - a. Construction Documents Phase- \$435,000
 - b. Procurement Phase Services- \$34,000
 - c. Construction Phase Services - \$350,000
3. All other terms and conditions of the Original Agreement, which is attached hereto and made a part hereof, remain unchanged and shall remain in full force and effect.
4. Upon full execution of this Amendment by both parties, this Amendment shall bind and benefit both Parties and their respective successors and consented to assigns.
5. This Amendment contains the entire agreement of the Parties relating to the matters addressed herein and supersedes any prior written or oral agreement concerning such matters. This Amendment may be modified only by a subsequent written agreement executed by both the City and the Architect.
6. This Amendment may be executed in counterparts, each of which shall be deemed an original, and together which shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment on the date(s) indicated below.

**MITCHELL ASSOCIATES
ARCHITECTS, PLLC**

CITY OF BEACON

Name: Robert Mitchell

Title: President

Date: _____

Name: Christopher White

Title: City Administrator

Date:_____



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 115 OF 2022

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN
AMENDMENT TO AN AGREEMENT WITH MITCHELL ASSOCIATES ARCHITECTS,
PLLC TO AUTHORIZE SUBSEQUENT PHASES OF SERVICES FOR THE
RENOVATION AND EXPANSION OF THE LEWIS TOMPKINS HOSE FIRE
STATION**

WHEREAS, on May 2, 2022 the City Council passed Resolution No. 2022-068, which allowed the City Administrator to execute an agreement with Mitchell Associates Architects, PLLC (“Mitchell Associates”) for architectural plans for the renovation and addition to the Lewis Tompkins Hose Fire Station; and

WHEREAS, on May 6, 2022, the City executed COB Contract No. 2022-041 (the “Original Agreement”) setting forth the overall terms and scope of services for the entire Project, through construction; and

WHEREAS, the Original Agreement authorized the Mitchell Associates to proceed only with Design Development Phase Services as set forth in § 3.3 of the Original Agreement, with all subsequent phases to be authorized by the City by amendment to the Original Agreement; and

WHEREAS, the City Council desires to amend the Original Agreement to authorize the Mitchell Associates to provide the remaining phases of services pursuant to the terms and conditions set forth in Original Agreement; and

WHEREAS, Mitchell Associates is willing and able to extend design services for the Fire Station Renovation Project to the City of Beacon.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Beacon City Council hereby authorizes the City Administrator to execute an amendment to the above-mentioned agreement with Mitchell Associates, subject to approval by the City Attorney as to form and substance.

BE IT FURTHER RESOLVED, that City Administrator is hereby authorized to execute any extensions or amendments to this Agreement subject to review and approval by the City Attorney as to form and substance.

Resolution No. 115 of 2022			Date: September 6, 2022				
☐ Amendments			☐ 2/3 Required				
☐ Not on roll call.			☐ On roll call				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda

09/06/2022

Title:

Resolution No. 116 - Authorizing an Agreement with Tighe & Bond for Engineering Design for the Sludge Dewatering System at the Wastewater Treatment Plant

ATTACHMENTS

Tighe and Bond Proposal for Engineering Design for the Sludge Dewatering System at the Wastewater Treatment Plant

Resolution Authorizing the City Administrator to Execute an Agreement with Tighe and Bond Engineering and Landscape Architecture, P.C.

B0748-P004
August 29, 2022

Christopher White, City Administrator
City of Beacon
1 Municipal Plaza
Beacon, NY 12508

Re: **Proposal for Design Services: Sludge Dewatering Upgrade**

Dear Chris:

Tighe & Bond, whose services in New York are provided through T&B Engineering & Landscape Architecture, P.C. (Tighe & Bond) is pleased to submit this proposal to the City of Beacon for professional services related to the Beacon Wastewater Treatment Facility's (WWTF) Sludge Dewatering Upgrade Project. These design services will support the City through regulatory agency approval and the bidding phase.

Project Understanding

Wastewater sludge disposal costs at the Beacon WWTF are an important operations consideration. The New York biosolids market is under significant pressure for a number of reasons, including (1) loss of landfill capacity, (2) increased sludge production throughout New York and New England, (3) more challenging regulations, and (4) heightened concerns over PFAS which is limiting biosolids land application sites. Unfortunately, these issues are creating significant competition and uncertainty, which is driving biosolids disposal costs higher.

Beacon operates one belt filter press (BFP) located on the first floor of the Solids Handling Building. The BFP discharges to a screw conveyor which transports dewatered sludge cake up and over to a truck in the sludge loading garage located adjacent to the current dewatering room. A sludge pump in the basement conveys a blend of thickened primary and secondary sludge to the belt filter press. A polymer system is located on the first floor with the BFP and used to condition the sludge prior to dewatering. The polymer system generally appears to be in fair condition.

The BFP was built a little over 20 years ago and is operating as well as can be expected for its age, however it requires constant maintenance to keep it running. The belt filter press is only producing ~22% cake solids. It is anticipated new high solids dewatering equipment such as a centrifuge will produce a dryer cake, potentially approaching 25%. Centrifuges utilize significantly more energy than belt presses but have much greater hydraulic throughput for the same equipment footprint.

Based on our understanding of the City's needs, we have assumed that a dewatering system upgrade project will include the following tasks:

- Demolition of the belt filter press and conveyor in the dewatering area, sequenced to maintain operation of the dewatering equipment throughout construction to the extent possible.

- Installation of new high-capacity dewatering system (belt press or centrifuge). Alternatively, one high-capacity dewatering system (either belt press or centrifuge) is installed, and the existing belt filter press is refurbished and left in operation or used equipment is purchased and installed to serve as a backup unit in the event that the primary dewatering unit is down.
- Upgrades to the building's electrical systems as required by the new equipment.
- Replacement of the dewatering sludge feed pumps in the basement, including new VFD and controls interlocks with the new dewatering equipment.
- Evaluation and upgrades, if required, to the polymer system. Note that Tighe & Bond is prepared to design a complete replacement of the polymer system if required, and to assist the City in selecting spot repairs to maintain operation of the existing polymer system. An emulsion polymer system may be most appropriate for a centrifuge due to the higher shear, but the belt filter press has more flexibility as to polymer system type.
- Installation of an unloading screw conveyor (with multiple chutes) in the sludge loading garage, alternatively the existing conveyor is refurbished and left in operation to serve the new dewatering system.
- Extension of the odor control duct work to the new dewatering equipment area.
- Various improvements to the building as recommended by Tighe & Bond's 2014 CIP Inspections. These include a new roof, new windows and new ventilation equipment. The scope of improvements to be included in the final design will be dependent upon estimated costs and available funding.
- We note that the building is connected to the existing odor control system. For the purposes of this proposal, we have assumed that the building HVAC system will not be upgraded as part of this project, and we have excluded HVAC design from our fee.

Scope of Services

Task 1 – Grant Funding Assistance

Tighe & Bond will support the City of Beacon with their application to the New York State Water Infrastructure Improvement Act (WIIA) application. Activities will include:

- Preparation of an engineering report in EFC/DEC approved format that combines the findings of two previous reports (from Lanc & Tully in 2020 and Tighe & Bond in 2014) and recommends a project that meets the goals of the City for sludge dewatering.
- Preparation of the grant application via the WIIA website.
- Development of a grant narrative consistent with specific application evaluation criteria.
- Development of project budget.
- Coordination with the City for application execution and appropriate resolutions to support grant.

Task 2.1 – Preliminary Design

Preliminary Design Workshop Meeting - To kick-off the design phase, a workshop will be conducted with City staff to build consensus on key decisions for the sludge dewatering system and discuss conceptual equipment layouts, dewatering unit capacity, and conceptual project costs. Key discussion items at this meeting will include dewatering equipment type (belt filter press or centrifuge), as well as the potential to re-use the existing belt filter press as a back-up dewatering unit in lieu of providing just a single replacement new dewatering system. In addition, a preliminary project schedule will be reviewed with City staff. Tighe & Bond will request historical (3 years) sludge processing data from the City as required to finalize design criteria and specifications. A discussion will also be held on specific building improvements that should be incorporated into this project. Workshop meeting discussions, decisions and action items will be documented in meeting minutes to be submitted to all attendees.

Coordinate Sludge Treatability Testing – Tighe & Bond will assist the City of Beacon by arranging for sludge treatability testing from multiple vendors to determine achievable cake solids and polymer consumption with the two dewatering technologies. This data is critical in making a final equipment selection. We propose that the following equipment vendors are contacted for initial testing:

- BDP – Belt Filter Press
- Flottweg – Centrifuge
- GEA/Westfalia – Centrifuge

We have assumed that the City of Beacon will collect the actual samples and directly pay for shipping costs, with Tighe & Bond primarily providing coordination.

Laser Scanning Base Drawing Development – Tighe & Bond has worked with the City through this proposal preparation process to understand what record drawings, foundation design loading, and equipment specifications may be available, but at this point it appears that only original building drawings exist. These drawings do not show subsequent building modifications made since the original construction, nor the pile design loadings for the building. We have included 3D laser scanning to prepare base drawings which is a more cost effective and accurate approach than traditional field measurement techniques.

Building Structural Analysis – An analysis of the second-floor slab and framing will be completed to verify the location's capacity to support new equipment. The results of this analysis will indicate potential structural improvements including supplemental framing and foundation strengthening. This has been included in preliminary analysis as cost associated with these improvements will be considered in equipment selection.

Equipment Selection Memorandum – Tighe & Bond will prepare a brief equipment selection memorandum. This memorandum will be an addendum to the Tighe & Bond report prepared in Task 1 and will document the updated design criteria and will update the life-cycle cost evaluation for belt press and centrifuges. The equipment selection memorandum will recommend a dewatering technology for Beacon as well as a potential redundancy approach (keep and refurbishing the existing BFP or purchase a used unit as a backup to the new equipment). The remaining activities under Task 2 will be based upon this equipment selection.

Preliminary Drawing Development – Once the dewatering technology and redundancy approach has been approved by the City, Tighe & Bond will prepare preliminary design drawings for the proposed dewatering system in accordance with the equipment selection memorandum recommendations. The design drawings will utilize the base drawings prepared under this task as well as appropriate information from the scanned record drawings. The preliminary drawings will include floor plans of the dewatering area, truck load-out garage, polymer system, and the sludge pump(s). In addition, a section view of the dewatering area will be prepared. Drawings will include odor control major component layout.

Preliminary Opinion of Probable Construction Cost - Tighe & Bond will prepare an updated Opinion of Probable Construction Cost (OPCC) at the conclusion of the preliminary design phase. The OPCC will include building improvements as agreed upon at the Preliminary Design Workshop Meeting.

Workshop Meeting - We will meet with Beacon at the conclusion of the preliminary design phase to develop consensus on final project direction prior to proceeding with final design.

Task 2.2 – Final Design

Develop Design Drawings/ Project Manual - Following information collection and preliminary design, we will develop design drawings and specifications/project manual for the proposed dewatering system improvements.

The design drawings will be developed on full scale 22"x34" paper and will describe the proposed construction activities. Table 1 provides a summary of anticipated sheets. It should be noted that the final list of Drawings will be dependent upon the overall scope of building improvement work that is included in the Final Design.

TABLE 1

Anticipated Drawing Sheets

Sheet	Description
G-001	Cover, Locus Plan & Drawing Index
G-002	General Notes, Abbreviations, and Legend
D-101	Demolition Plan – Second Floor
D-102	Demolition Plan – First Floor
D-103	Demolition Plan – Basement
D-501	Demolition Details
A-001	Architectural Notes, Abbreviations, and Legend
A-101	Architectural Plan – Roof
A-102	Architectural Plan – Second Floor
A-103	Architectural Plan – First Floor
A-501	Architectural Details
S-001	General Notes and Details – Concrete and Reinforcing
S-101	Structural Plan – Second Floor
S-102	Structural Plan – First Floor
S-501	Structural Details
M-001	Mechanical Notes, Abbreviations, and Legend
M-101	Mechanical Plan – Roof Plan
M-102	Mechanical Plan – Second Floor
M-103	Mechanical Plan – First Floor
M-104	Mechanical Plan – Basement
M-301	Mechanical Sections – 1
M-302	Mechanical Sections – 2
M-501	Mechanical Details – 1
M-502	Mechanical Details – 2
PI-001	Piping & Instrumentation Legend – Symbols
PI-002	Piping & Instrumentation Legend – Codes & Abbreviations
PI-101	Piping & Instrumentation Diagram – Dewatering System
PI-102	Piping & Instrumentation Diagram – Odor Control
P-101	Plumbing Plan and Details
E-001	Electrical Legend and Abbreviations
E-002	One-Line Diagram
E-101	Electrical Plan – Second Floor
E-102	Electrical Plan – First Floor
E-103	Electrical Plan – Basement
E-501	Electrical Details
E-601	Wiring Diagrams – 1
E-602	Wiring Diagrams – 2

The Specifications/Project Manual will be developed and include the following:

- Front-end bidding documents based on the EJCDC format and incorporating City of Beacon requirements. Specifications shall conform to applicable Davis Bacon and Wicks Law requirements.
- Technical specifications for the work. These will follow the 1995 CSI Master Format.

Opinion of Probable Construction Cost (OPCC) – We will develop an opinion of probable construction cost for the proposed dewatering system improvements for review by the City at the final design phase.

Hazardous Building Materials Assessment - Tighe & Bond will provide the services of a licensed New York Asbestos Inspector who is also trained to identify hazardous materials/components. It is our recommendation to perform the hazardous building materials assessment after the preliminary design stage so that the project scope is generally understood. The hazardous building materials assessment will include the following tasks:

- If available, review any historical asbestos survey data provided by the City of Beacon. Tighe & Bond will field verify any previous results and identify any data gaps.
- Perform an inspection of accessible interior and exterior areas of the building in the work area to determine the presence or absence of any suspect asbestos containing materials (ACM).
- Collect up to 40 bulk samples of suspect ACM.
- Analyze bulk samples by a New York certified laboratory. A representative number of bulk samples of suspect homogeneous materials from the building will be collected and submitted for analysis.
- Provide Niton-certified SRF Technician(s) to perform representative In-Situ measurements using a Niton XLp Model 300A SRF Meter on accessible, representative interior and exterior painted surfaces and immovable objects. Locations and quantity of representative In-situ measurements will be based on the observed homogeneity of painted surfaces.
- Inventory hazardous building materials that may require segregation and special disposal during the demolition process, specifically mercury containing sources, fluorescent light tubes, oil containing ballasts and equipment. Sampling of oils or chemicals is currently not proposed nor warranted at this time.
- Investigate the building for the visual presence of suspect PCB building materials/sources which may be governed under the Toxic Substance Control Act (TSCA). Currently, we do not recommend sampling for PCBs. Suspect PCB building materials will be identified in the bidding documents.
- Document through photographs accessible areas and floors of the building.
- Incorporate our site findings and any previous findings into asbestos and hazardous material Inventory Tables which identify ACM and hazardous building materials encountered; suspect ACM that tested positive and negative for asbestos content; approximate quantities; locations and abatement related descriptions.

PCB sampling or EPA reporting is not included. If building materials are encountered and are suspected to potentially contain PCBs, we will identify options that may exist for the management of PCBs during demolition or renovation.

Meetings – Final design progress meetings will be held with the City to review the design submittal at approximately the 60% and 90% phases of final design completion. The meetings are intended to confirm the work activities included within the project, discuss the OPCC, and review the schedule for bidding and construction of the project.

Task 3 – Permitting

Under this task Tighe & Bond will coordinate with the applicable agencies to assist in obtaining permits for the Project including NYSDEC and Dutchess County Department of Behavioral and Community Health. We will provide support to the City as needed for the SEQR process as included in Task 1 and have assumed the solids dewatering system upgrade work is classified as a Type II action. We have assumed that we will coordinate with the City of Beacon to verify that Code Compliance issues are addressed during design, but the successful contractor will obtain any required building permits. Under this task we have assumed one meeting with regulatory officials, and 20 hours to address any regulatory comments.

Task 4 – Bidding Assistance

We will prepare a set of bid documents that address regulatory review comments with clear scope delineation for appropriate contracts including General, Electrical, and potentially HVAC as required by New York State Wicks Law (we do not anticipate a Plumbing scope appropriate for a separate contract). Our team will prepare bidding (front end) documents for each contract. These are expected to include an advertisement, bidding instructions, schedule of bid items, bidder's qualification statement, contract, general conditions, and supplementary conditions.

Tighe & Bond will host the bid documents on our website to facilitate efficient download of bid documents and confirm any addenda is distributed to all potential bidders. Tighe & Bond will conduct one pre-bid meeting. Clarifications will be provided during the bid period as needed. Minutes from the pre-bid meeting, one addendum, and a summary of bids will be prepared. Once the bids have been opened, the qualifications of the two lowest bidders for each contract will be reviewed, and a recommendation for awarding each contract will be made.

Exclusions

- This proposal supports the project through regulatory system approval and the bidding phase; thus, Construction Administration and Construction Observation services have not been included. Tighe & Bond will provide a separate proposal for these services in a timely manner upon request. Should the City be successful in their grant applications, note that there may be opportunities to utilize MBE and WBE subconsultants during the construction phase of the project through construction observation and/or independent materials testing, and those MBE and WBE opportunities will be reviewed with the City prior to development of construction phase services proposals.
- Based upon preliminary review of the site and potential foundation concerns, this proposal assumes that the new dewatering equipment can and will be housed in the existing dewatering building. Work associated with a new building has been excluded from our proposal. Should it be determined during the Preliminary Design Phase, that the existing dewatering building structure will not work to accommodate the chosen dewatering equipment or should the City decide that they wish to have Tighe & Bond design a new building to accommodate the new equipment, a proposal for these services can be developed by Tighe & Bond and these efforts can be provided as an additional service.

- We will evaluate and include in our rehabilitation design architectural items such as roofing membrane, parapets, doors and windows and other items needed to for Code compliance. We have also included new penetrations to support additional duct work and piping for sludge handling and odor control.

Project Schedule

We are prepared to undertake these projects immediately upon notice to proceed from the City. From a notice to proceed, we anticipate the following project milestones, and their delivery date assuming a September 26th notice to proceed:

Task	Description	Duration	Est. Milestone Date
1.0	Grant Assistance	---	September 9, 2022
2.1	Preliminary Design	8 weeks	November 18, 2022
2.2	Final Design	18 weeks	March 24, 2023
3.0	Permitting ¹	14 weeks	June 30, 2023
4.0	Bidding	4 weeks	July 28, 2023
--- ²	Construction Contract & Mobilization	4 weeks	August 25, 2023
--- ²	Construction Substantial Completion	24 weeks	February 9, 2024

¹ Permitting assumes a three-month review timeframe by regulatory agencies, and two weeks to address comments.

² We have provided an estimated timeframe for these tasks, but they are not currently part of the scope

Project Cost

Tighe & Bond will perform the scope of work noted above for a not to exceed fee of \$277,200. We will undertake this work on an hourly plus expense basis, and you will be billed in accordance with the company's standard billing rates. In the event that the scope of work is increased for any reason, the limiting fee to complete the work shall be mutually revised by written amendment. The included schedule and fees are based on the above scope of work and assumptions. The schedule includes reasonable allowances for review and approval times by applicable parties. This schedule may need to be adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by you, or for delays or other causes beyond our reasonable control. For information purposes, the below summary provides the anticipated break out of the project. The summary is presented to provide a better understanding of how the project budget was developed. Invoices will be submitted based on the total project fee and not individual line item budgets.

Task	Description	Proposed Fee
1.0	Grant Assistance*	\$ --
2.1	Preliminary Design (PER Update/30% Design)	\$ 53,900
2.2	Final Design (Permit Set)	\$207,800
3.0	Permitting	\$7,100
4.0	Bidding Assistance	\$8,400
Total		\$277,200

* The Grant Assistance Fee was accommodated during a separate purchase order, but is described here as Task 2 incorporates and builds upon the work accomplished during that phase

We look forward to supporting the City on this critical wastewater project.

Very truly yours,

T&B Engineering and Landscape Architecture, P.C.



Erin K. Moore, PE, BCEE
Senior Project Manager
ekmoore@tighebond.com
518-653-9622 (cell)



Peter M. Valinski PE
Director
pmvalinski@tighebond.com
413-455-4031 (cell)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 116 OF 2022

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN
AGREEMENT WITH TIGHE AND BOND ENGINEERING AND LANDSCAPE
ARCHITECTURE, P.C. FOR ENGINEERING DESIGN FOR THE SLUDGE DEWATERING
SYSTEM AT THE WASTEWATER TREATMENT PLANT**

WHEREAS, the City of Beacon seeks to contract for engineering design for the sludge dewatering system at the wastewater treatment plant; and

WHEREAS, Tighe & Bond Engineering and Landscape Architecture, P.C. (“Tighe & Bond”) provides the above services and is willing and able to extend the same to the City of Beacon; and

NOW, THEREFORE, BE IT RESOLVED THAT the City of Beacon City Council hereby authorizes the City Administrator to execute an agreement with Tighe & Bond for engineering design for the sludge dewatering system at the wastewater treatment plant, subject to approval by the City Attorney as to form and substance.

BE IT FURTHER RESOLVED, that City Administrator is hereby authorized to execute any extensions or amendments to this Agreement subject to review and approval by the City Attorney as to form and substance.

Resolution No. 116 of 2022			Date: September 6, 2022				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							

City of Beacon City Council Agenda
09/06/2022

Title:

Resolution No. 117 - Authorizing a Bond Issuance for the Sludge Dewatering System at the Wastewater Treatment Plant

ATTACHMENTS

[Resolution Authorizing a Bond Issuance for the Sludge Dewatering System at the Wastewater Treatment Plant](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 117 OF 2022

**AUTHORIZING THE ISSUANCE OF UP TO \$5,541,000 AGGREGATE PRINCIPAL AMOUNT
SERIAL BONDS OF THE CITY OF BEACON, COUNTY OF DUTCHESS, STATE OF NEW
YORK, PURSUANT TO THE LOCAL FINANCE LAW, TO FINANCE THE COSTS OF THE
REPLACEMENT OF THE SLUDGE DEWATERING SYSTEM AT THE WASTEWATER
TREATMENT PLANT, IN AND FOR THE CITY.**

WHEREAS, the capital project hereinafter described has been determined to be a Type II Action pursuant to 6 NYCRR Part 617.5 (c)(1) and (2) of the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA"), therefore no further environmental review is required; and

WHEREAS, the City Council of the City of Beacon (the "City"), a municipal corporation of the State of New York, located in the County of Dutchess, hereby determines that it is in the public interest of the City to authorize the financing of the costs of the replacement of the sludge dewatering system at the Wastewater Treatment Plant, in and for the City, including, original furnishings, machinery, equipment, apparatus, appurtenances, and incidental improvements and expenses in connection therewith (the "Project"), at a total estimated cost not to exceed \$5,541,000, all in accordance with the Local Finance Law;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Beacon, in the County of Dutchess, State of New York, as follows:

Section 1. There is hereby authorized to be issued serial bonds of the City, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, in the aggregate principal amount not to exceed \$5,541,000 to finance the costs of the Project at a total estimated cost not to exceed \$5,541,000 all in accordance with the Local Finance Law.

Section 2. The City Council of the City has ascertained and hereby states that (a) the estimated maximum cost of the Project will not exceed \$5,541,000; (b) no money has heretofore been authorized to be applied to the payment of the costs of the Project; (c) the City Council of the City plans to finance the costs of the Project from the proceeds of the serial bonds as authorized herein, and/or of bond anticipation notes issued in anticipation of the issuance of such serial bonds, except to the extent of Federal or State aid received by the City, which shall reduce the principal amount of such serial bonds or bond anticipation notes *pro tanto*; (d) the maximum maturity of the serial bonds authorized herein shall be in excess of five (5) years; and (e) on or before the expenditure of moneys to pay for any costs made in connection with the Project for which proceeds of such obligations are to be applied to reimburse the City, the City Council of the City took "official action" for federal income tax purposes to authorize the capital financing of such expenditure.

Section 3. It is hereby determined that the Project is a specific object or purpose as described in subdivision 4 of paragraph a of Section 11.00 of the Local Finance Law and that the period of probable usefulness of the Project is forty (40) years. The serial bonds authorized herein shall have a maximum maturity of the forty (40) years computed from the earlier of (a) the date of the first issue of such serial bonds, or (b) the date of the first issue of bond anticipation notes issued in anticipation of the issuance of such serial bonds.

Section 4. Subject to the terms and conditions of this bond ordinance and the Local Finance Law, including the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 60.00, inclusive, the power to authorize serial bonds as authorized herein, and bond anticipation notes issued in anticipation of the issuance of such serial bonds, including renewals thereof, the power to prescribe the terms, form and contents of such serial bonds and such bond

anticipation notes, and the power to sell, issue and deliver such serial bonds and such bond anticipation notes, are hereby delegated to the City Administrator, as the chief fiscal officer of the City. The City Administrator is hereby authorized to execute, on behalf of the City, all serial bonds issued pursuant to this bond ordinance, and all bond anticipation notes issued in anticipation of the issuance of such serial bonds, and the City Clerk is hereby authorized to impress the seal of the City (or to have imprinted a facsimile thereof) to or on all such serial bonds and all such bond anticipation notes and to attest such seal. Each interest coupon, if any, representing interest payable on such serial bonds shall be authenticated by the manual or facsimile signature of the City Administrator.

Section 5. The faith and credit of the City is hereby and shall be irrevocably pledged for the punctual payment of the principal of and interest on all obligations authorized and issued pursuant to this bond ordinance as the same shall become due. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said City, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 6. When this bond ordinance takes effect, the City Clerk shall cause the same, or a summary thereof, to be published together with a notice in substantially the form prescribed by Section 81.00 of the Local Finance Law in The Poughkeepsie Journal, a newspaper having a general circulation in the City. The validity of the serial bonds authorized herein, and of bond anticipation notes issued in anticipation of the issuance of such serial bonds, may be contested only if such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or the provisions of law, which should have been complied with as of the date of publication of this bond ordinance, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Section 7. Prior to the issuance of any obligations authorized herein, the City Council of the City shall comply with all applicable provisions prescribed in Article 8 of the Environmental Conservation Law, all regulations promulgated thereunder by the New York State Department of Environmental Conservation, and all applicable Federal laws and regulations in connection with environmental quality review relating to the Project (collectively, the "environmental compliance proceedings"). In the event that any of the environmental compliance proceedings are not completed, or require amendment or modification subsequent to the date of adoption of this bond ordinance, the City Council of the City will re-adopt, amend or modify this bond ordinance prior to the issuance of any obligations authorized herein upon the advice of bond counsel. It is hereby determined by the City Council of the City that the Project will not have a significant impact on the environment.

Section 8. The City hereby declares its intention to issue the serial bonds authorized herein, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds (collectively, the "obligations"), to finance the costs of the Project. The City covenants for the benefit of the holders of such obligations that it will not make any use of the proceeds of such obligations, any funds reasonably expected to be used to pay the principal of or interest on such obligations or any other funds of the City, and will not make any use of the Project, which would cause the interest on such obligations to become subject to Federal income taxation under the Internal Revenue Code of 1986, as amended (the "Code") (except for the federal alternative minimum tax imposed by the Code), or subject the City to any penalties under section 148 of the Code, and that it will not take any action or omit to take any action with respect to such obligations, the proceeds thereof or the Project financed thereby, if such action or omission would cause the interest on such obligations to become subject to Federal income taxation under the Code (except for the federal alternative minimum tax imposed by the Code), or subject the City to any penalties under section 148 of the Code. The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of any serial bonds authorized and issued under this bond ordinance or any other provisions hereof until the date which is sixty (60) days after the final maturity date or earlier prior redemption date thereof. The proceeds of any obligations authorized herein may be applied to reimburse the expenditures or commitments of the City made in connection with the Project on or after a date which is not more than sixty (60) days prior to the date of adoption of this bond ordinance.

Section 9. For the benefit of the holders and beneficial owners from time to time of the serial bonds authorized herein, and of the bond anticipation notes issued in anticipation of the issuance of such serial bonds, the City agrees, in accordance with and as an obligated person with respect to such obligations under, Rule 15c2-12, as amended (the "Rule"), promulgated by the Securities Exchange Commission pursuant to the Securities Exchange Act of 1934, to provide or cause to be provided such financial information and operating data, financial statements

and notices, in such manner as may be required for purposes of the Rule. In order to describe and specify certain terms of the City’s continuing disclosure agreement for that purpose, and thereby to implement that agreement, including provisions for enforcement, amendment and termination, the City Administrator is authorized and directed to sign and deliver, in the name and on behalf of the City, the commitment authorized by subsection 6(c) of the Rule (the “Commitment”) to be placed on file with the City Clerk, which shall constitute the continuing disclosure agreement made by the City for the benefit of holders and beneficial owners of the obligations authorized herein in accordance with the Rule, with any changes or amendments that are not inconsistent with this bond ordinance and not substantially adverse to the City and that are approved by the City Administrator on behalf of the City, all of which shall be conclusively evidenced by the signing of the Commitment or amendments thereto. The agreement formed collectively by this paragraph and the Commitment shall be the City’s continuing disclosure agreement for purposes of the Rule, and its performance shall be subject to the availability of funds and their annual appropriation to meet costs the City would be required to incur to perform thereunder. The City Administrator is further authorized and directed to establish procedures in order to ensure compliance by the City with its continuing disclosure agreement, including the timely provision of information and notices. Prior to making any filing in accordance with the agreement or providing notice of the occurrence of any material event, the City Administrator shall consult with, as appropriate, the City Attorney and bond counsel or other qualified independent special counsel to the City and shall be entitled to rely upon any legal advice provided by the City Attorney or such bond counsel or other qualified independent special counsel in determining whether a filing should be made.

Section 10. This bond ordinance shall take effect immediately pursuant to Section 9.06 of the City Charter.

Resolution No. 117 of 2022			Date: September 6, 2022				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							

City of Beacon City Council Agenda
09/06/2022

Title:

Resolution No. 118 - Amending the 2022 City Council Meeting Dates and Times

ATTACHMENTS

[Original 2022 City Council Meeting and Workshop Schedule](#)

[Resolution Amending the 2022 City Council Meeting Dates and Times](#)

City of Beacon
2022 Official Calendar

City Council Meetings (Voting Meetings):

Held 1st and 3rd Monday of each month; when holiday falls on Monday, meeting held on Tuesday. Meeting begins at 7:00 p.m. in Municipal Center Courtroom.

Monday, January 3, 2022

Tuesday, January 18, 2022 *(due to Martin Luther King Jr. holiday)*

Monday, February 7, 2022

Tuesday, February 22, 2022 *(due to Washington's Birthday holiday)*

Monday, March 7, 2022

Monday, March 21, 2022

Monday, April 4, 2022

Monday, April 18, 2022

Monday, May 2, 2022

Monday, May 16, 2022

Monday, June 6, 2022

Tuesday, June 21, 2022 *(due to Juneteenth holiday)*

*Tuesday, July 5, 2022 *(due to Independence Day holiday)*

*Monday, July 18, 2022

*Monday, August 1, 2022

*Monday, August 15, 2022

Tuesday, September 6, 2022 *(due to Labor Day holiday)*

Monday, September 19, 2022

Monday, October 3, 2022

Monday, October 17, 2022

Monday, November 7, 2022

Monday, November 21, 2022

Monday, December 5, 2022

Monday, December 19, 2022

* Combined Regular City Council Meeting and Workshop

City of Beacon
2022 Official Calendar

City Council Workshop Meetings (Non-Voting Meetings):

Held 2nd and last Monday of every; when holiday falls on Monday, meeting held on Tuesday. Meeting begins at 7:00 p.m. in Municipal Center Courtroom.

Monday, January 10, 2022

Monday, January 31, 2022

Monday, February 14, 2022

Monday, February 28, 2022

Monday, March 14, 2022

Monday, March 28, 2022

Monday, April 11, 2022

Monday, April 25, 2022

Monday, May 9, 2022

Tuesday, May 31, 2022 *(due to Memorial Day holiday)*

Monday, June 13, 2022

Monday, June 27, 2022

*Tuesday, July 5, 2022 *(due to Independence Day holiday)*

*Monday, July 18, 2022

*Monday, August 1, 2022

*Monday, August 15, 2022

Monday, September 12, 2022

Monday, September 26, 2022

Tuesday, October 11, 2022 *(due to Indigenous Peoples' Day holiday)*

Monday, October 31, 2022

Monday, November 14, 2022

Monday, November 28, 2022

Monday, December 12, 2022

* Combined Regular City Council Meeting and Workshop



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 118 OF 2022

RESOLUTION AMENDING THE 2022 CITY COUNCIL MEETING DATES AND TIMES

WHEREAS, On January 3, 2022, the City Council passed Resolution No. 13 which set the Council's meeting dates and times for 2022; and

WHEREAS, the City Council desires to amend said schedule to reschedule the Council Workshop originally scheduled on October 31, 2022 to October 24, 2022.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby approves the proposed 2022 City Council Meeting Dates and Times, as amended.

Resolution No. 118 of 2022			Date: September 6, 2022				
☐ Amendments			☐ On roll call			☐ 2/3 Required	
☐ Not on roll call.						☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Justice McCray					
		George Mansfield					
		Wren Longno					
		Molly Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
09/06/2022

Title:

August 15, 2022 City Council Minutes

ATTACHMENTS

[August 15, 2022 Minutes](#)



**COURTROOM
1 MUNICIPAL PLAZA
BEACON, NY 12508
AND LIVE VIA ZOOM**

Mayor Lee Kyriacou
Councilmember George Mansfield, At Large
Councilmember Paloma Wake, At Large
Councilmember Molly Rhodes, Ward 1
Councilmember Justice McCray, Ward 2
Councilmember Wren Longno, Ward 3
Councilmember Dan Aymar-Blair, Ward 4
City Administrator Chris White

**August 15, 2022
7:00 PM
City Council
Draft
Minutes**

Regular Meeting

These minutes are for the regular meeting of the Beacon City Council. The City Council Meeting was held through video conference and in the Courtroom at 1 Municipal Plaza, Beacon NY 12508. A video recording of the meeting is available at

<https://vimeo.com/user1296488>. The public was able to attend in-person or through video or telephone and were made aware via the City of Beacon website, beaconny.gov. Please take notice that the full transcript of this meeting is available upon request at City Hall Suite 1, 1 Municipal Plaza, Beacon NY 12508, or by calling (845) 838 – 5010, or by emailing cityofbeacon@beaconny.gov.

Councilmembers Present

Mayor Lee Kyriacou

Councilmember Paloma Wake, At Large

Councilmember George Mansfield, At Large

Councilmember Justice McCray, Ward Two

Councilmember Wren Longno, Ward Three

Councilmember Dan Aymar-Blair, Ward Four

Also Present

Chris White, City Administrator

Nicholas Ward-Willis, City Attorney

Roll Call

Workshop Agenda Items

1. [Community Facility & Program Report Survey](#)
2. [Beacon Lofts and Studios Development Conceptual Plan](#)
3. [Local Law Amending Self-Storage Parking Requirements](#)
4. [Local Law Regarding Off-Street Parking Adjacent to Non-Residential Districts](#)
5. [Waterbody and Wetland Protections](#)
6. [Accessible Curb Ramps Bid Results](#)
7. [Funding Resolutions for Reconstruction of Fishkill Avenue and Teller Avenue](#)
8. [Amendments to the 2022 Operating Budget](#)
9. [Update on the Lewis Tompkins Hose Firehouse Rehabilitation Project](#)
10. [Grant Opportunity for Wastewater Treatment Plant](#)
11. [Reservoir Status and Water Supply Update](#)

Call to Order

Pledge of Allegiance

Public Comment

Public Hearings

[Public Hearing for Draft Local law to Amend Chapter 223, Section 24.1 and Section 14 and Chapter 223 Attachment 1, Attachment 2, and Attachment 3 of the Code of the City of Beacon Concerning Accessory Apartments](#)

Motion to open the public hearing by Councilmember Longno.

Second by Councilmember Aymar-Blair.

Motion Passes 6 – 0.

Motion to adjourn the public hearing to September 19, 2022 by Councilmember Aymar-Blair.

Second by Councilmember Mansfield.

Motion Passes 6 – 0.

Reports: Mayor, City Council, and City Administrator

Local Laws and Resolutions

1. [Resolution No. 106 - Rejecting the Bids Received for the Accessible Curb Ramps Project](#)

Motion to pass the resolution by Councilmember Wake.

Second by Councilmember Longno.

Motion passes 6 – 0.

2. [Resolution No. 107 - Authorizing the Implementation and Funding of Costs of the Reconstruction of Fishkill Avenue](#)

Motion to pass the resolution by Councilmember Mansfield.

Second by Councilmember Aymar-Blair.

Motion passes 6 – 0.

3. [Resolution No. 108 - Authorizing the Implementation and Funding of Costs of the Reconstruction of Teller Avenue](#)

Motion to pass the resolution by Councilmember McCray.

Second by Councilmember Aymar-Blair.

Motion passes 6 – 0.

4. [Resolution No. 109 - Approving Amendments to the 2022 Operating Budget](#)

Motion to pass the resolution by Councilmember Longno.

Second by Councilmember McCray.

Motion passes 6 – 0.

5. [Resolution No. 110 - Referring Beacon Lofts and Studios Development Conceptual Plan to the Planning Board](#)

Motion to pass the resolution by Councilmember Longno.

Second by Councilmember Aymar-Blair.

Motion passes 6 – 0.

6. [Resolution No. 111 - Setting a Public Hearing for a Local Law to Amend Chapter 223 of the Code of the City of Beacon Regarding Self-Storage Parking Requirements](#)

Motion to pass the resolution by Councilmember McCray.

Second by Councilmember Longno.

Motion passes 6 – 0.

7. [Resolution No. 112 - Setting a Public Hearing for a Local Law to Amend the Code of the City of Beacon Regarding Off-Street Parking Adjacent to Non-Residential Districts](#)

Motion to pass the resolution by Councilmember Wake.

Second by Councilmember Aymar-Blair.

Motion passes 6 – 0.

8. [Resolution No. 113 - Authorizing the City Administer to Apply for a Water Infrastructure Improvement Act Grant](#)

Motion to pass the resolution by Councilmember McCray.

Second by Councilmember Wake.

Motion passes 6 – 0.

Approval of Minutes

1. [August 1, 2022 City Council Minutes](#)

Motion to approve the minutes by Councilmember Mansfield.

Second by Councilmember Wake.

Motion passes 7 – 0.

2nd Opportunity for Public

Comments Adjournment

Motion to adjourn by Councilmember Mansfield.

Second by Councilmember Wake.

Motion passes 7 – 0.