



October 19, 2021

Mayor Mark Olson
Village of Fayetteville
425 E Genesee Street
Fayetteville, NY 13066

**Re: Fee Proposal for Architectural Design Services
Senior Housing Design Study for property at
584 E. Genesee St, Fayetteville
Project #21116**

Dear Mark:

in Architects, PLLC (IA) is pleased to present our proposal for Architectural Design Services for the above referenced Project. Our proposal is based on the following:

PROJECT DESCRIPTION AND SERVICES

IA shall provide hourly services to review and explore the design potential for Senior Housing units on the vacant site adjacent to the existing village senior center. **IA** shall work with the village to establish programmatic requirements. This design study shall explore optional and alternative housing models (Tiny Houses, etc.) as well as more traditional housing models. **IA** shall prepare site plan options and design visualizations to present to the village.

COMPENSATION

Compensation for Basic Services as described above shall be at the firm’s hourly rates as shown below for a NTE value of \$10,000.00.

HOURLY RATE STRUCTURE – 2021

Administrative	\$65.00/hr.
Architectural Analyst	\$100.00/hr.
Interior Designer	\$125.00/hr.
Project Architect	\$125.00/hr.
Principal	\$175.00/hr.

If our proposal meets with your objectives, **in Architects, PLLC** would enter into a mutually acceptable agreement with the Village of Fayetteville (or appropriate entity).

We appreciate the opportunity to provide this proposal and look forward to working with you.

Sincerely,

James Knittel, AIA
Principal

I hereby accept the terms of this proposal

(Name)
Attachment: Standard Terms of Agreement

(Date)

Standard Terms of Agreement

in Architects, PLLC agrees to perform for the **Client** the Services described in this Agreement and/or Proposal attached to this Agreement under the terms and conditions listed below:

Compensation

Unless otherwise stated in writing, Client agrees to compensate the Architects in accordance with terms as stated in project proposal letter. Compensation for Additional services not described in proposal shall be at the firm's hourly rate schedule.

Payments are due upon receipt of Architect's invoice for services. Payments unpaid after 30 days from date of invoice shall be charged a late fee of 1% per month on unpaid balances.

Compensation for reimbursable expenses shall be at direct cost plus 3% of expenses incurred. Reimbursable expenses shall include, but are not limited to, authorized out of town travel, lodging and subsistence, fees and services required for project approval, printing and plotting services, postage and delivery costs, rendering and model making services, and project specific additional insurance costs.

Additional Services

Additional services are services not included in basic services but required to be performed for the completion of the project. Additional services shall require approval by the Client. These include, but are not limited to the following:

1. Services necessitated by changes or modifications by the client to the initial scope or directives of the project.
2. Services required for modifications to the project drawings and specification for the purpose of cost savings (value engineering) after initial documents are substantially complete.
3. Preparation of documentation for alternate bid requests by the Client.
4. Preparation for and attendance at municipal meetings or hearings.
5. Services required for as-built record documents indicating substantial changes in the work during construction based on owner directed changes.

Confidentiality

Each party shall retain as confidential all information and data furnished to it by the other party which relate to the other party's technologies, procedures, and processes, which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement and shall not disclose such information to any third party.

Architects Warranties, Representations, and Covenants

in Architects shall ensure that the work performed hereunder is performed to the best of our professional knowledge and skills in a good and workmanlike manner in compliance with applicable laws, rules, and regulations in accordance with prevailing professional and industry standards.

Client Warranties, Representations, and Covenants

The Client warrants, represents, and covenants that (a) Client has title to the real property that is the subject of the services to be rendered by Architects (b) Client will provide The Architects with all relevant information in Clients' possession concerning the project, schedules, existing conditions, etc. requested, and (C) the clients have the financial resources required for timely compensation of the Architects and its consultants.

Indemnity

The Client agrees to indemnify and hold harmless the Architects (including its officers, directors, employees, and agents) from and against any and all losses, damages, liabilities claims, and expenses (including reasonable legal fees and costs of investigation) resulting from or arising out of (a) any negligence or willful misconduct of CLIENT, and (b) any breach by Client of any warranties or other provisions hereunder.

The Client agrees to require all Contractors to indemnify and hold harmless the Architects (including its officers, directors, employees, and agents) from and against any and all losses, damages, liabilities claims, and expenses (including reasonable legal fees and costs of investigation) resulting from or arising out of (a) any negligence or willful misconduct of Client, and (b) any breach by Client of any warranties or other provisions hereunder.

Insurance

Upon request, the Architects shall furnish to Client copies of insurance certificates evidencing its present level of insurance coverage in the following minimum amounts: Professional Liability: \$2,000,000 per occurrence.

The Architects insurance requirement will be renewed to provide continuous coverage during the term of this Agreement and for a period of at least twelve months following the completion of consultant's professional services under this Agreement.

Right of use and copyrights

All work documents including drawings, specifications and software files prepared by the Architect for the project are instruments of the Architect's service and are for the Clients sole use for the project under contract. The Architect shall retain all legal rights, including copyright. The client may use the documents for the sole purpose of constructing, altering, or maintaining the project under contract.

Notice

Any notice, communication, or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person, facsimile, email, registered or certified mail, return receipt requested replace mail, return receipt requested, postage prepaid, to the address of the party set forth below, or to such other address for either party as that party may by written notice designate.

Attorney's Fees

In the event either party shall be successful in any suit for damages, for breach of this Agreement, including nonpayment of invoices, or to enforce this Agreement, or to enjoin the other party from violating this Agreement, the prevailing party shall be entitled to recover its reasonable legal fees and expenses for bringing and maintaining such an action.

Governing Law

This Agreement shall be governed by and interpreted pursuant to the rules of the State where the Services are to be performed.

Severability

If any part, term, or provision of this contract if found to be invalid, void, or unenforceable, this Agreement has been made with the intention that the validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby.

Entire Agreement

The terms and conditions of this Agreement, including the proposal to which this agreement is attached outlining the services to be performed shall constitute the entire understanding of the parties relating to the provision of Services by The Architect to the Client and shall be incorporated in all work orders and authorizations unless otherwise so stated therein.