

VILLAGE OF PITTSFORD

SETTLED 1789 • INCORPORATED 1827.



Village Hall ca 1855 (remodeled 1937)

Village of Pittsford Board of Trustees Special Meeting December 20, 2021, 4 PM

Tentative Agenda

Board Member - Conflict of Interest Disclosure & Open Meeting Compliance Certification

Meeting Items

1. Resolution authorizing the continuation of the T.Y. Lin International Professional Services Agreement for Code Compliance Services for 2022.

Next Scheduled Meeting –Regular Meeting January 11, 2022

*Subject to Change Without Notice

**PROFESSIONAL SERVICES AGREEMENT
FOR CODE COMPLIANCE SERVICES**

DJK

This is an agreement between T.Y. Lin International, Engineering/Architecture & Land Surveying, P.C. (TYLI), a Professional Corporation with an office at 255 East Avenue, Rochester, New York 14604 and the Village of Pittsford, a municipal corporation having offices at 21 N. Main Street, Pittsford, New York 14534 ("Village"), where the Village seeks to engage the services of a professional third party consultant to provide engineering and code compliance services necessary to fulfill the Village's obligation to regulate the design, construction and use of buildings and structures.

NOW, THEREFORE, in consideration of the terms and conditions herein, it is hereby agreed by and between the parties as follows:

Section I. TYLI's Services

Section 1A. Code Compliance Services

A. TYLI shall provide services to the Village in the area of engineering and code compliance plan review, consultation and construction inspection, on an as requested basis. The work shall include the necessary clerical assistance (non-accounting), travel time, communications and reporting.

B. Requests for services shall be transmitted by the Village to TYLI in writing, by email, in person, or by telephone (followed by a written request). Both the Village and TYLI shall keep a record of requests made.

C. TYLI shall provide for the review of plans for compliance with the NYS Uniform Fire Prevention and Building Code and all applicable reference standards. Reviews shall not include issues of compliance with zoning, SEQRA, site work/landscaping, fire protection system calculations, conveyances, or other local, state or federal requirements, except where specifically referenced in a technical document of the Uniform Code or otherwise requested by the Village. Review for conformance with these regulations will be performed by the Village, and forwarded to TYLI upon request. Plan review comments and related communications with the applicants (including requests for additional information) will be handled by TYLI directly with the applicant. TYLI staff shall host permit workshops whenever requested by the applicant. TYLI shall provide written reports on the results of each review, in a format approved by the Village and TYLI, including any necessary administrative or organizational meetings.

Section IB. Inspection Services

A. TYLI shall provide services to the Village in the area of construction compliance inspections, on an as requested basis. The work shall include the necessary clerical assistance (non-accounting), travel time, communications and reporting.

B. Requests for services shall be transmitted by the Village Clerk, Code Enforcement Officer and/or the permit applicant to TYLI in writing, by email, in person, or by telephone (followed by a written request). Both the Village and TYLI shall keep a record of requests made.

C. TYLI shall provide inspections for compliance with site plans, structural plans, architectural plans, mechanical plans, electrical plans, plumbing plans, and any and all code and building related compliance issues with respect to proposed projects within the Village. It is not intended that these inspections would include compliance with zoning, SEQRA, and Village of Pittsford Design Standards. These inspections can be conducted by TYLI upon special request of the Village.

D. Where inspection requests are handled by TYLI directly with the applicant, a record of these communications will be provided to the Village. TYLI staff shall host review workshops whenever requested by the applicant. TYLI shall provide written reports on the results of each inspection, in a format approved by the Village and TYLI.

Section 2. Fee

TYLI shall submit monthly, a detailed invoice showing an accounting of the work performed on behalf of the Village for each separate project, based on hours worked and travel provided in accordance with TYLI's "Schedule of Fees", attached hereto, along with duly executed vouchers, if required, on forms supplied by the Village. Payments for services rendered shall be made by the Village within 30 calendar days of the date of TYLI invoices. Persons assigned by TYLI to perform various tasks associated with this agreement will be at the sole discretion of TYLI, will be TYLI employees and will be based on the nature of the request for service the availability of staff and the experience and level of education or the specialization in certain disciplines. TYLI will make every reasonable effort to exercise care and efficiency with respect to the impact to the Village or the applicants on the cost of services.

Section 3. Authorized Agents

TYLI designates the Manager of Compliance Services and the Village designates the Code Enforcement Officer and/or the Village Clerk, as the authorized agents for all communications pursuant to this Agreement.

Section 4. Response Time

Plan Reviews: Complete, written comments on the compliance of all aspects of the project with applicable codes, shall be provided by TYLI to the Village within the following time periods after receipt of a complete application by TYLI. The term "complete application" shall be deemed to include all drawings, specifications, shop drawings, statement of special inspection, soils reports, energy compliance worksheets and other information necessary to convey the intent and scope of the work for which the applicant is seeking or is required to seek a permit in accordance with the Village of Pittsford's Municipal Village Code, the New York State Uniform Fire Prevention and Building Code and applicable reference standards.

■ Minor Residential or Commercial Remodeling	Five business days
■ Major Residential or Commercial Remodeling	Ten business days
■ New Construction Residential	Fifteen business days
■ New Construction Commercial	Fifteen business days

Building Inspections: Requests for construction inspections will be received by the Village or by TYLI by phone or e-mail. A record of each request will be maintained as a record for the Village. Requests are expected to be made no less than 24 hours before the requested time. TYLI will make every effort to accommodate requests made consistent with the timing. TYLI will provide the requested inspection, prepare a written report and forward the report to the Village and the permit applicant, if requested.

Section 5. Term

A. The term of this Agreement shall be from January 1, 2019 to December 31, 2021.

B. Termination by Either Party. Either TYLI or the Village may terminate this Agreement, with or without cause, upon ninety (90) days written notice to the other party. Upon any termination of this Agreement, or upon expiration of the term, TYLI shall promptly turn over to the Village all materials, files, computer discs, work papers, reports, or other work product relating to this Agreement or the services hereunder, in whatever form the same is maintained. Final payment to TYLI, or reimbursement to the Village, shall be prorated to the date of termination.

C. Renewal Options. The Village shall have the option, exercisable upon notice to TYLI at least ninety (90) days before the end of the term, to renew the Agreement for up to 3 additional one-year terms (through 2024). Any such renewal shall not be effective unless the monies to be paid to TYLI during the renewal term have been duly authorized and appropriated and made available for that purpose by the Village no later than 30 days before the end of the existing term. During each renewal term, the terms and conditions of the Agreement shall remain the same unless otherwise amended in writing, except that the Village's payment for services shall increase by the percentage of average hourly increase for TYLI's Standard Billing Rates for the coming year, subject to approval by the Village of Pittsford.

Section 6. Compliance with Laws

In connection with the services to be performed under this agreement, TYLI and the Village and each of their agents and employees shall comply with all federal, state and local laws, resolutions, ordinances, codes, rules and regulations applicable to the performance of the services to be rendered hereunder. This specifically includes the provision of Part 1203 ("Minimum Standards for Administration and Enforcement") of Title 19 of the New York State Uniform Fire Prevention and Building Code.

Section 7. Liability and Indemnification

A. The Village hereby covenants and agrees to indemnify, defend and hold harmless TYLI and its officers, agents and employees from and against any and all claims, liabilities, obligations,

damages, losses and expenses, (including any claimed damage to real or personal property) whether contingent or otherwise, including reasonable attorney's fees and costs of defense, incurred by TYLI as a result of the negligence, omission, breach, fault or intentional misconduct of the Village in the conduct of work under this Agreement.

B. TYLI hereby covenants and agrees to indemnify, defend and hold harmless the Village and its officers, agents and employees from and against any and all claims, liabilities, obligations, damages, losses and expenses, (including any claimed damage to real or personal property) whether contingent or otherwise, including reasonable attorney's fees and costs of defense, incurred by the Village as a result of the negligence, omission, breach, fault or intentional misconduct of TYLI in the conduct of work under this Agreement.

C. If a claim or action is made or brought against either party, for which the other party may be responsible hereunder, in whole or in part, then that party shall be timely notified and required to handle or pay for the handling of the portion of the claim for which the party is found to be responsible pursuant under this Agreement

Section 8. Independent Contractor

Neither Party Deemed Agent: TYLI shall perform the services under this Agreement as an independent contractor. Neither TYLI nor any of its officers, agents or employees shall present themselves as officers or employees of the Village, Neither TYLI nor the Village shall be deemed to be the agent of the other, except as specifically set forth herein.

Section 9. Prohibition against Assignment or Transfer

TYLI is prohibited from assigning, transferring, conveying or otherwise disposing of this Agreement, or of any right, title or interest therein, or of the power to execute this Agreement, to any other person or corporation without the previous consent, in writing, of the Village.

Section 10. Contract Deemed Executory

Covenant by Village: This agreement shall be deemed executory only to the extent of monies appropriated for its purpose, The Village represents and covenants that all monies to be paid to TYLI during the term of this Agreement have been duly authorized and will be made available for that purpose.

Section 11. Extent of Agreement

This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral.

Section 12. Law

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

Section 13. No-Waiver

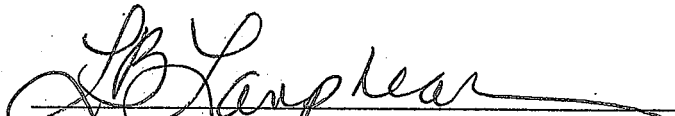
In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the either party from enforcing each and every term of this Agreement thereafter.

Section 14. Severability

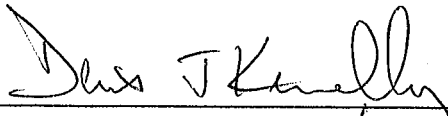
If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

Section 15. Conflicts of Interest

In the event that either the Village or TYLI believes that the fulfillment of duties by TYU under the terms of this agreement may be construed as a conflict of interest by virtue of TYLI's relationship with persons or firms having an interest in the approval of construction projects, then TYLI may recuse themselves from performance on a case by case basis. Where such conflict is identified by TYLI, TYLI shall issue a written disclosure to the Village. Where necessary, TYLI shall make recommendations for the person or firm TYLI believes has the resources and competence to provide the services necessary for the subject project. Such person or firm, if approved by the Village, will contract for those services directly with the Village.


Village of Pittsford (authorized signature)

1/30/19
Date



3/14/19
Date

T.Y. Lin International Engineering, Architecture & Land Surveying P.C.
DJK DJK

T.Y. LIN INTERNATIONAL
2019 HOURLY BILLING RATES - VILLAGE OF PITTSFORD AGREEMENT

<u>TITLE</u>	<u>HOURLY RATE</u>
ENGINEERING	
Principal	\$185
Senior Project Manager	\$155
Project Manager	\$155
Senior Engineer	\$155
Project Engineer	\$155
Engineer	\$125
Jr. Engineer	\$110
Sr. Engineering Technician	\$105
Engineering Technician	\$90
Jr. Engineering Technician	\$75
Support Staff	\$61.50
ARCHITECTURAL SERVICES	
Senior Architect	\$145
Architect	\$125
Architectural Designer	\$95
MECHANICAL/ELECTRICAL/PLUMBING SERVICES	
M/E/P Project Manager	\$155
M/E/P Engineer	\$155
Sr. M/E/P Designer	\$90
M/E/P CADD Drafter	\$90
CODE SERVICES	
Department Manager	\$165
Technical Director, Codes	\$155
Sr. Fire Safety Specialist Sr.	\$125
Sr. Architectural designer/Plans Examiner	\$115
Sr. Engineering Technician/Plans Examiner	\$115
Technician/Intern	\$65
REIMBURSABLES	
Messenger Services, UPS	
Mileage	Based on the IRS rates