

TOWN OF WEST SENECA



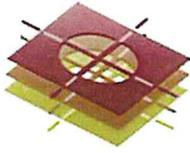
SHEILA M. MEEGAN  
TOWN SUPERVISOR

From: The Honorable Town Board

Date: January 9, 2016

Re: **Proposal from Building Science Services, LLC**

Kindly move to adopt the attached proposal from Building Science Services, LLC for professional services of forensic architecture and engineering practices to examine the Burchfield Nature and Arts Center structure, and authorize the Supervisor to complete and sign any necessary paperwork, and authorize the Town Attorney to examine any and all legal remedies to recover costs.



## **Building Science Services, LLC**

8304 Main Street  
Williamsville, New York 14221  
T: 716-204-9733



### **Kenneth W. Pearl, R.A.**

#### **Partner**

E: [kpearl@BuildingScienceServices.com](mailto:kpearl@BuildingScienceServices.com)

#### **Professional Biography:**

Mr. Pearl is both a founding member of **Building Science Services, LLC** and has served as President and Principal-in-charge of **Architecture Unlimited, LLC** since its separate founding in 1995. His original goal was to create a unique architecture and CM practice that could provide high quality professional services with value-driven and innovative service delivery methods for its clients. His most recent goal with BSS is to create a valuable source for unbiased professional expertise and training to persons involved in building design, construction, and ownership.

His practice focus has remained existing buildings and facilities. Additions, remodels, improvements, occupancy changes, alterations and repairs have long been a challenging project segment for both Owners and traditional industry professionals including A/E firms, Design/Build Firms and Construction Companies. Mr. Pearl's proven ability to effectively solve and manage the unique problems associated with existing facilities has created a successful niche for his services, particularly in the municipal and industrial markets.

In addition, his interest and experience in the diagnostic and forensic analysis of construction disputes, building deterioration & failure, criminal events, substandard design & engineering, etc. have resulted in extensive experience as an expert witness on performance failure, personal injury and property damage claims, and also as an expert in both project and peer review on behalf of various interests including regulatory entities, financial institutions, etc. Due to his unique technical and legal experiences, Mr. Pearl has been invited to speak on various topics at Universities, legal associations, Code Enforcement associations, insurance industry seminars, etc.

Mr. Pearl has taken a growing leadership role in his commitment to modernizing the Architect's value in today's competitive design and construction markets. His innovative approach to combine the Architect's traditional heritage, the Building Scientist's modern skill applications, and the Builder's at-risk performance has resulted in more flexible and results-orientated service capability for clients and their unique needs. His master builder philosophy provides a flexible single-source project delivery service that can include Forensic Sciences, Architecture, Construction Management, Construction Contracting, Development, Project Management, and even Education. Depending on the unique needs and priorities of Owners, Mr. Pearl also formed a sister company in **AUbuild, LLC** that focuses on the needs of Owners seeking At-Risk and/or more comprehensive project delivery services.

Prior to establishing BSS and AU, Mr. Pearl successfully served a variety of clients as a Project Manager for both Buffalo and Rochester, NY-based Architectural and Engineering firms. His list of past and current clients includes numerous Building Owners, Government Officials, Facility Managers, Plant Engineers, General Contractors, Construction Managers, Lawyers, and fellow Architecture and Engineering Design Professionals. Specific project experiences represent a diverse array of building types and the services provided have included all phases of project development from pre-design to post-construction evaluations and investigations. Mr. Pearl has successful experience serving clients as

both a primary consultant and as a member of a consulting team that includes other engineering and construction professionals. Today, he continues to successfully serve a variety of clients and project types throughout Western New York and other areas of New York State and Canada including Rochester, the Finger Lakes, the Southern tier, and the Province of Ontario.

Prior to entering the fields of Architecture and Construction, Mr. Pearl served as an energy conservation and building performance specialist with a major public utility company. During his service, he became trained as an Energy and Auditor Specialist under the United States Department of Energy.

Mr. Pearl's roots in Building Sciences and Architecture began as the son of a self-employed remodeling contractor. Following his university studies, he later gained experience working in various employment including commercial construction, residential home building, school district facilities engineering, municipal buildings & grounds, and public utility consulting. His career in Architecture began with typical experiences for a young intern and evolved into very unique expertise and values. Still, the influence of his father to combine the science of engineering and the skill of building with the creativity of architecture remains the foundation of both Building Science Services and the Architecture Unlimited practice philosophy.

**Professional Experience:**

30 Years

**Professional License:**

Registered Architect: New York State Reg. No. 025221

**Business Interests:**

President - Architecture Unlimited, LLC  
President - AUbuild, LLC  
Vice President - Building Science Services, LLC  
Vice President - Pearl Holdings, PC

**Education:**

Construction Technology Studies - Rochester Institute of Technology  
Bachelor of Science, Environmental Design - State University College at Buffalo  
Center for Entrepreneurial Leadership - State University at Buffalo

**Professional Affiliations (Past & Present):**

American Institute of Architects  
Association for Facilities Engineers  
Coalition of Design Professionals  
Design/Build Institute of America  
National Roofing Contractors Association  
National Association of Industrial and Office Properties  
Niagara County Workforce Investment Board  
North Tonawanda Planning Commission – Past Member  
St. Mary's R.C. Church of Swormville – Building Committee Co-Chair / Exec. Committee Member

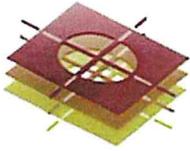
**Awards & Recognition:**

- National Marvin Windows Yellow Rose Recognition Award (2003)
- Featured Architect - *Builder/Architect Magazine (As Architect 2003)*
- Featured Building and Fire Codes Expert in nationally distributed educational video – *The Rosa’s Home Center Fire: Solving the Mystery of an Unnecessary Fire Death* (2004)
- Featured Architect - *Builder/Architect Magazine (As Builder 2006)*

**Speaking Engagements:**

- Legal Standards for Design Professionals – SUNY College at Buffalo, Interior Design Dept.
- Codes, Contracts, Rules-of-Thumb, & Illegal Practice – SUNY College at Buffalo, Interior Design Dept.
- The Business of Design – SUNY College at Buffalo, Interior Design Dept.
- An Architect’s Legal Perspective: Design & Construction Disputes – Western New York Trial Lawyers Association
- An Architect’s Legal Perspective: Design & Enforcement – Niagara Frontier Building Officials Association
- An Architect’s Legal Perspective: Design & Enforcement – Finger Lakes Building Officials Association Education Conference
- An Architect’s Legal Perspective: Design & Enforcement – Hudson Valley Code Enforcement Officials Education Conference
- A Manual for Project Representatives – American Institute of Architects Continuing Education
- An Architect’s Legal Perspective: Design & Enforcement – Northern Adirondack Code Enforcement Officials Conference
- The NYS Property Maintenance Code: A Forensic Architect’s Perspective – Western Southern Tier Code Enforcement Officials Conference
- Defending the Code – New York State Building Officials Conference – Rockland County Chapter
- Various Continuing Education Programs as a certified American Institute of Architects Continuing Education provider for design professionals.

*End*



## **Building Science Services, LLC**

8304 Main Street  
Williamsville, New York 14221  
T. 716-204-9733  
[www.BuildingScienceServices.com](http://www.BuildingScienceServices.com)

Appendix A – Building Science Services, LLC – Jan. 2017

### **GENERAL CONDITIONS FOR PROFESSIONAL SERVICES**

Building Science Services will perform professional services in a timely manner but it is agreed between the parties to this Agreement that Building Science Services cannot be responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time this Agreement was prepared and executed.

Building Science Services will prepare reports if required in accordance with generally accepted forensic architecture and engineering practices and makes no other warranty, either expressed or implied, as part of this Agreement.

During the performance of services within this Agreement, the scope of Building Science Service's services and compensation thereon may be adjusted by mutually agreed amendment to this Agreement.

Building Science Services shall not disclose or permit the disclosure of any confidential information except to its employees and other consultants who need such confidential information in order to properly execute assigned tasks and contract obligations.

No information relative to the SERVICES shall be released by Building Science Services for publication, advertising or for any other purpose without prior approval of the Client.

Unless otherwise stipulated, all disputes, claims and questions monetary or otherwise, regarding rights and obligations of the CLIENT and BUILDNG SCIENCE SERVICES under the terms of this Agreement shall be exclusively redressed in the appropriate court with jurisdiction.

Unless otherwise specified within the Agreement, this Agreement shall be governed by New York State Law.

Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other or the other's employees and agents.

Progress payments shall be made in proportion to services performed and shall be due and payable within 30 days of submittal, without retainage unless other terms are specified in proposal. Overdue invoices shall bear an interest rate of 1-1/2% per month calculated from the 31<sup>st</sup> day after submittal.

The total liability, in the aggregate of Building Science Services to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Investigation or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of Building Science Services, shall not exceed the total insurance proceeds paid on behalf of or to CLIENT by Building Science Service's insurers in settlement or satisfaction of CLIENT's Claims under the terms and conditions of Building Science Services insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense and appeal).

To the fullest extent permitted by law, Building Science Services shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Building Science Services in the performance and furnishing of services under this Agreement.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless Building Science Services from and against any and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT with respect to this Agreement or the project.

To the fullest extent permitted by law, Building Science Services total liability to CLIENT and anyone claiming by, through or under CLIENT for any cost, loss or damages caused in part by the negligence of Building Science Services and in part by the negligence of CLIENT or any other negligent entity or individual shall not exceed the percentage share that Building Science Services negligence bears to the total negligence of CLIENT, Building Science Services, and all other negligent entities and individuals.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless Building Science Services from and against all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (I) any such cost, loss or damage is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (II) nothing shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

**PER HOUR RATE SCHEDULE**

*January 1, 2017 through December 31, 2017*

**Standard Services**

Partner/Principal	\$165.00
Forensic Architect	\$135.00
Forensic Engineer – Site/Civil	\$135.00
Forensic Engineer - Structural	\$135.00
Forensic Engineer - Mechanical	\$135.00
Forensic Engineer - Electrical	\$135.00
ADA Compliance Tech.	\$120.00
Project Manager	\$108.00
Cost Estimator	\$108.00
Construction Tech	\$108.00
Intern Architect/Engineer	\$88.00
CAD Operator / Drafter	\$76.00
Word Processor / Clerical	\$50.00

**Expert Witness / Diagnostic / Forensic Evaluations**

Principal / Partner	\$265.00
Telephone counseling	\$66.25 per 1/4 hour

**Speaking & Training Engagements**

Principal / Partner	\$265.00
	Or by separate agreement

Note - Unless secured through written agreement, the above rates are subject to change without prior notice. Rates are fees for Building Science Services, LLC staff and are separate from costs associated with expenses and/or rates for Sub-Consulting entities.