



TETRA TECH
ARCHITECTS & ENGINEERS

December 8, 2021

Mr. Brian Devincenzi
Assistant Superintendent for Support Services
Wallkill Central School District
1500 Route 208
P.O. Box 310
Wallkill, New York 12589

Re: Wallkill Central School District
Pre-Referendum, Design & Construction Administration Services
Fee Proposal

Dear Mr. Devincenzi:

Based on your request and our understanding of the project to date, Tetra Tech Architects & Engineers ("Tetra Tech") is pleased to submit the following proposal for professional architectural and engineering services.

It is our understanding that the services being requested from Tetra Tech are outlined as follows:

Pre-Referendum Services

- The overall project scope is not yet fully defined but may include roofing work, sitework, roof top unit replacement, air conditioning select spaces, door hardware, and other infrastructure improvements to the facilities. The total project referendum amount will be in the range of \$25M-\$35M.
- Tetra Tech will assist the District in defining and developing the project scope until the time of the anticipated voter referendum, estimated to occur on or before May 2022 which will include, but not be limited to:
 - Capital Project scope development and conceptual design
 - Prepare a public presentation in Microsoft PowerPoint and attend Board, committee or public meetings.
 - Assist the District as it works closely with its Construction Manager as they develop budgets and schedule for the capital project.
 - Assist the District as it works closely with its financial advisors in preparation of the pre-referendum financial aspects of the capital project.
 - Assist the District as it works with its legal counsel in preparation of the State Environmental Quality Review Act ("SEQRA") and State Historical Preservation Office (SHPO) paperwork, if necessary.

Design & Construction Administration Services

Upon the successful referendum vote, Tetra Tech will provide services as follows:

- Professional architectural and engineering services necessary for Construction Document preparation, SED approvals, bidding and construction administration services through close-out phase.

Tetra Tech Architects & Engineers

8 Southwoods Blvd., 3rd Floor
Albany, New York 12211

Tel (518) 434-3133 Fax (518) 434-3095 www.tetrattech-ae.com

- All professional services shall be as outlined and described in the Tetra Tech Standard Form of Agreement between Owner and Architect, (B132) to be supplied under separate cover.
- It is our understanding that the District will provide copies of electronic drawings, topographic/boundary surveys, program documents, and other design documents in their possession.

Schedule

Based upon our understanding of the project to date, we anticipate the following schedule:

Pre-Referendum Planning.....	October 2021 through May 2022
Referendum Vote	May 2022*
Design Documentation (Phase 1**)	May 2022 – October 2022
SED Approval (Phase 1)	January 2023***
Construction (Phase 1)	Spring 2023 – September 2023***
Design Documentation (Phase 2)	Fall 2022-Summer 2023
SED Approval (Phase 2)	Fall/Winter 2023***
Construction (Phase 2)	Spring 2024 – September 2024****

* *Note- the Design and Construction schedules will change if vote date is postponed.*

** *Phase 1 will predominantly be the roofing work of the project, otherwise the schedule will need to be modified.*

*** *SED Approval timeframes are estimated and are solely dependent upon SED's workload at time of project submission. Accordingly, the dates given are our best estimate, and may change due to actual conditions which may result in an extension of the construction end date.*

Fees for Pre-Referendum Services

Professional pre-referendum consulting services will be rendered and invoiced based upon Time Spent and Materials, plus reimbursable expenses per the attached Hourly Rate Schedule plus reimbursable expenses. Referendum to be presented to voters in May 2022.

Fees for Design through Construction Administration Services

Based on our understanding of the scope of the project and the services requested from us, the following is our estimate of Professional Services Fees based upon a percentage of construction costs:

<u>Project Construction Budget</u>	<u>Renovations</u>
\$20M-\$25M	6.0-8.0%
\$25M-\$30M	5.5-7.75%
\$30M-\$35M	5.5-7.5%

As previously stated, once the project scope is more fully defined, our fee will be converted from the percentage outlined above into a Lump Sum fee and will mutually be agreed to by both parties prior to the vote date.

Reimbursable Expenses and Consultants

Tetra Tech's reimbursable expenses are as referenced in the AIA (B132) Agreement and may include fees payable to sub-consultants retained directly by Tetra Tech which may include but are not limited to kitchen, topographic/boundary surveys, acoustical, theatrical consultants. The cost for reimbursable expenses are not to exceed a rate of 1.1 times the actual cost.

Additional consultants retained directly by the District may include but are not limited to:

- Construction Manager
- Environmental Abatement Survey, Testing and Design professional services
- Geotechnical / Subsurface Exploration
- Land Surveyor
- Thermal Roof Scans
- Construction phase testing and monitoring including but not limited to NYSDEC SPDES Permit No. GP-02-01)

Authorization

Pre-Referendum Services

This proposal will constitute a Letter of Agreement with Tetra Tech Engineers, Architects & Landscape Architects, P.C. d/b/a Tetra Tech Architects & Engineers for the Pre-Referendum services as described above when review, approval and acceptance is indicated by an authorized signatory for Wallkill Central School District in the space provided after the Terms and Conditions section attached hereto and incorporated herein.

Further, the return of two (2) fully executed copies will authorize Tetra Tech Architects & Engineers to proceed with the Pre-Referendum scope of services herein described. This proposal together with the Terms and Conditions section will constitute the entire Letter of Agreement and will supersede any other agreements or understanding.

Design through Construction Administration Services

This proposal will also constitute a Letter of Agreement with Tetra Tech Engineers, Architects & Landscape Architects, P.C. d/b/a Tetra Tech Architects & Engineers for the Design through Construction Administration services as described above when approval and acceptance is indicated by authorized signatory in the space provided below. This Letter of Agreement will authorize Tetra Tech to proceed with the scope of the services herein described upon the successful passing of the Referendum Vote.

- It is the intent of both parties that this initial contract shall be replaced with an AIA contract (AIA B132) that is mutually agreeable to both parties. Pending execution of the AIA contract it is expressly agreed that this Letter of Agreement is in full effect per the Terms and Conditions attached.

We greatly appreciate this opportunity to provide professional design services to the Wallkill Central School District in your ongoing effort to improve the quality of your schools. Should you desire any further information, please do not hesitate to call.

Sincerely,



Garrett Hamlin, AIA, NCARB
Vice President
Garrett.Hamlin@tetrattech.com



Thomas Farlow, PE
Project Manager
Thomas.Farlow@tetrattech.com

TERMS AND CONDITIONS

1. **Relationship of the Parties:** Tetra Tech Engineers, Architects & Landscape Architects, P.C. d/b/a Tetra Tech Architects & Engineers ("Tetra Tech A&E") shall act as an independent third party and shall have no legal relationship whatsoever to Wallkill Central School District, also known as Client/Owner for which Tetra Tech A&E is providing services or contractors on the Project. Nothing herein shall be construed to create a joint relationship or partnership between the parties to authorize either party to act as a general agent or undertake contracts for the other party.
2. **Subcontracts:** Tetra Tech A&E shall have the right to subcontract any portion of the work or to use such other consultants as it may deem necessary provided that the utilization of such subcontractors or consultants shall not relieve the obligations of Tetra Tech A&E under this Agreement. Tetra Tech will seek approval by the Client prior to engaging any subconsultants.
3. **Billing & Payments:** CLIENT will pay Tetra Tech A&E for Services performed in accordance with the rates and payment terms set forth in the Proposal. Invoices for Tetra Tech A&E Services will be submitted on a two- to four-week basis, or upon completion of Services, as Tetra Tech A&E shall elect. All undisputed invoices will be paid by CLIENT within thirty (30) days after invoice date in accordance with the Client's internal auditing. If payment relates to the transmittal of a report, it shall be due upon transmittal of that report or within ten days of the report's completion. Invoice balances remaining unpaid for thirty (30) days after invoice date will bear interest from invoice date at 9% per annum. For undisputed invoices, if CLIENT fails to pay any invoice in full within thirty (30) days after invoice date, Tetra Tech A&E may, at any time, and without waiving any other rights or claims against CLIENT and without thereby incurring any liability to CLIENT, elect to terminate or suspend performance of Services upon ten (10) days prior written notice from Tetra Tech A&E to CLIENT. Notwithstanding any termination or suspension of Services by Tetra Tech A&E for non-payment of invoices, CLIENT shall pay Tetra Tech A&E in full for all Services rendered by Tetra Tech A&E to the date of termination of Services plus all interest. CLIENT shall reimburse Tetra Tech A&E for all costs and expenses of collection, including reasonable attorneys' fees. Tetra Tech A&E's non-exercise of any rights or remedies, whether specified herein or otherwise provided by law, shall not be deemed a waiver of any such rights or remedies, nor preclude Tetra Tech A&E from the exercise of such rights or other rights and remedies under this instrument, or at law.
4. **Term:** This Agreement will be for a period of thirty-six months beginning as December 2, 2021 and may be terminated by Client/Owner without cause giving thirty (30) days written notice to the other party at the addresses stated above or at any address chosen subsequent to the execution of this Agreement and duly communicated to the party giving notice or immediately upon the material breach of this Agreement.
5. **Copyrights:** Client/Owner acknowledges that the reports, specifications, data and any other information that Tetra Tech A&E shall supply may only be reproduced in direct relation to the project it was prepared for and may not be disseminated or used by others. Any other use of the documents shall constitute a violation of copyright on said documents and shall entitle Tetra Tech A&E to immediate injunctive relief. Client may disseminate any such information with Tetra Tech's written permission or if required by law or court order.
6. **Standard of Care:** Tetra Tech A&E agrees that it will endeavor to perform the Services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants performing such services within the same limits prescribed by the CLIENT at the same time performed by Tetra Tech A&E in the same locality as the Site and under similar circumstances and conditions faced by Tetra Tech A&E (the "Required Standard of Care"). Any defective contract documents furnished by Tetra Tech A&E, of which the Architect and/or Owner becomes aware of, will be promptly corrected within such contract documents by the Architect at no cost to the Owner for Tetra Tech A&E's services to correct such documents if such defects are due to negligence of Tetra Tech A&E in accordance with the terms of this contract. Both parties understand that Tetra Tech A&E's obligations to meet the Standard of Care for services, as defined herein, indicates that the documents provided by Tetra Tech A&E are not implied nor guaranteed to be free of errors or omissions. Other costs that may be incurred by the Owner, due such errors or omissions, would not be the responsibility of Tetra Tech A&E unless Tetra Tech A&E has failed to meet the overall project level Standard of Care.

7. **Existing Documentation and Existing Conditions:** At initiation of project services the Owner will provide to Tetra Tech A&E all existing building drawings in possession by the Owner, and other building or site information relevant to the planned work. Tetra Tech A&E will review and evaluate the information provided and notify the owner if additional investigations are necessary due to the information provided or lack thereof. Such additional investigations, including fieldwork required to further identify existing conditions, will be performed as additional services unless specifically noted otherwise in the scope of services as detailed in this letter agreement.
8. **Project Construction Budget:** It is recognized that neither Tetra Tech A&E nor the Owner has control over the cost of labor, materials, or equipment; material lead times and Contractors' methods of determining bid prices; or over competitive bidding, market or negotiating conditions. Accordingly, Tetra Tech A&E cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established, or approved by the Owner, or from any cost estimate or evaluation prepared by Tetra Tech A&E or by others. If the Project must be rebid, Tetra Tech A&E shall be compensated for those efforts as additional services.
9. **Control of Site:** CLIENT acknowledges that it is now and shall remain in control of the Site at all times. Tetra Tech A&E shall have no responsibility or liability for any aspect or condition of the Site, now existing or hereafter arising or discovered. Tetra Tech A&E does not, by its entry into an agreement with CLIENT, or its performance of Services under any such agreements as set forth in the Proposal, assume any responsibilities or liability with respect to the Site; nor shall any liability or responsibilities be implied or inferred by reason of Tetra Tech A&E's performance of any work under the Proposal. The Owner shall provide Tetra Tech A&E access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and/or Contractor to provide Tetra Tech A&E access to the Work wherever it is in preparation or progress. The Owner shall provide safe means of access to building areas and systems as required for Tetra Tech A&E to perform its work, including but not limited to providing ladders and/or aerial lifts as required to safely access elevated components of the work.
10. **Indemnification:** With respect to Professional Liability Insurance, the Client/Owner, their respective officers, employees and agents are held harmless and indemnified for liability assumed by Tetra Tech A&E under contract, but only to the extent that such liability is the result of a negligent act, negligent error or negligent omission of Tetra Tech A&E arising out of professional services. With respect to General Liability Insurance, Tetra Tech A&E shall indemnify and hold the Client/Owner, the engineer and its consultants, and their respective officers, employees and agents, and all owners of property on which work is being performed hereunder pursuant to easement or right of way agreements, harmless from and against damage, liability, loss or cost of claim to the extent that such liability is a result of an act of Tetra Tech A&E arising out of contractual services. Client/Owner hereby agrees to indemnify and hold harmless Tetra Tech A&E and its respective officers, employees, and agents from and against claims, judgments, and costs arising from acts, errors, inability to perform or omissions on the part of Client/Owner in the performance of services under this Agreement. Tetra Tech A&E and Owner shall not be responsible for the consequences of acts of God (such as tornado, hurricane, flood, etc.; acts of terrorism; the Contractors' or subcontractors' (and their respective agents', employees' and subcontractors') acts or omissions; insurrections and civil commotions; embargoes, shortage or unavailability of materials, supplies, labor, equipment and systems; sabotage; vandalism; the requirements of law, statutes, regulations and other legal requirements, orders or judgments; and any other similar matters beyond the reasonable control of Tetra Tech A&E (collectively, the "Force Majeure Events").
11. **Choice of Law:** Provisions of this Agreement shall be construed in accordance with the laws of the State where the project is located in and shall inure to the benefit of the respective parties, their heirs, personal representatives and assigns. The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein. Any disputes arising under this contract shall be litigated in Supreme Court, Ulster County, or the United States District Court, Southern District, if appropriate.
12. **Acceptance of Proposal:** Upon acceptance of the Proposal to which these Terms and Conditions are appended, the Proposal and these Conditions shall represent the entire and integrated agreement between the parties and supersedes all prior agreements, understandings and negotiations between the parties whether oral or written. This Agreement shall not be amended or modified except by a written agreement executed by the parties hereto.

13. **Notices:** All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been given when delivered by registered mail, postage prepaid, return receipt requested, and sent to Tetra Tech Architects & Engineers, Cornell Business & Technology Park, 10 Brown Road, Ithaca, New York 14850 and Tetra Tech A&E shall send all such notices to the name and address to which the Proposal is originally sent.

**ACCEPTED BY AND AGREED TO
ON BEHALF OF THE Wallkill Central School District (Client):**

By: _____
An Authorized Signatory

Title: _____

Date: _____



TETRA TECH
ARCHITECTS & ENGINEERS

2021 RATE SHEET

BILLING
RATE/HOUR

PRINCIPAL	\$230.00
SENIOR PROJECT MANAGER	\$195.00
PROJECT MANAGER	\$170.00
EDUCATIONAL PLANNER	\$185.00
ARCHITECT	\$170.00
LANDSCAPE ARCHITECT	\$160.00
PROFESSIONAL ENGINEER	\$170.00
SENIOR ENGINEER	\$165.00
ENGINEER	\$135.00
SENIOR DESIGNER	\$135.00
DESIGNER	\$100.00
INTERIOR DESIGNER / SPACE PLANNER	\$165.00
SENIOR CONSTRUCTION ADMINISTRATOR	\$185.00
CONSTRUCTION ADMINISTRATOR	\$135.00
PROJECT ASSISTANT / ADMIN.	\$90.00
CLERICAL	\$69.00
COMPUTER GRAPHICS SPECIALIST / IMAGING / BIM SPECIALIST	\$135.00
ENVIRONMENTAL ENGINEER	\$100.00
TELECOMMUNICATIONS / TECHNOLOGY	\$155.00
MARKETING SPECIALIST	\$105.00

Note: These rates are effective through 31 December 2021.

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