

April 4, 2022



aaae

Antonucci & Associates, Architects & Engineers, LLP

Building Technology Services

Email : info@aa-ae.com Web : <http://www.aa-ae.com>

Mr. Frank Balbi, P.E.
Superintendent of Public Works
Village of Croton on Hudson
One Van Wyck Street
Croton-on-Hudson, NY 10520-2501

Re: Main Engine Room Floor Structural Augmentation at
Village of Croton Fire House
154 Grand Street
Croton-on-Hudson, NY 10520-2501
Our File No. 220314

Dear Mr. Balbi:

Antonucci & Associates, Architects & Engineers ("AAAE") are pleased to present this proposal to provide Engineering Services for the Main Engine Room Floor Structural Augmentation project at the above referenced address.

Project Description

The Main Engine Room Floor Assessment Report ("Report") dated October 29, 2021, recommends a scope of work to repair and augment the existing framing of the engine room floor to support usage of a proposed fire apparatus. The scope of structural engineering services to execute the Report recommendations will include:

- Design of new steel framing at the locations noted in the Report to reinforce the existing structural slab.
- Design of structural reinforcement of existing steel framing and structural elements as required to support the proposed loads.
- Design of new bonded topping slab to replace the existing topping, and repairs to the existing structural slab.
- Design of new floor drains.
- Design of new traffic bearing waterproofing membrane.
- Investigation of the feasibility to gain additional inches of clearance at the garage entrance to the main engine room floor.

Our office will provide structural design services related to the scope of work according to the 2020 New York State Building Code and all applicable reference standards.

AAAE proposes to perform Basic Services in Phases as follows:

PHASE I: CONSTRUCTION DOCUMENTS

Phase I will include the following services:

1. Perform (1) site visit to verify conditions at the garage front entrance and verify the information on previously prepared background drawings for use in the construction documents. Any probing work required to expose the conditions at the garage front entrance for our observation, is to be provided by others.
2. Structural design of repairs and augmentation to upgrade the capacity of the main engine room floor.
3. Design of structural augmentation to allow for additional height clearance at the main engine room

floor garage entrance.

4. Prepare Drawings and Specifications suitable for client review.
5. Attend (1) meeting with the client to review the construction documents.
6. Prepare (1) round of revisions to the Construction Documents based on client comments.

After the construction documents are accepted by the client, AAAE will issue the documents for bidding, construction, and/or filing uses.

AAAE can complete Phase I (4) weeks from the date of the executed contract.

Our Phase I Fee:

\$25,200.00

PHASE II BIDDING AND NEGOTIATION:

This Phase is optional and will only commence at the direction of the Owner. If directed to proceed, Phase II will include the base bid services noted hereafter.

Once the construction documents are approved and filed by the Owner, AAAE will assist in the bidding process which will include the following:

1. AAAE will conduct one bid letting which will include issue of the Bidding Documents to a limited number of contractors for bids and one on-site meeting prior to bidding to introduce the project to the prospective bidders, allowing them to observe the site and existing conditions of the building for use in preparing their bids.
2. AAAE will respond to any requests for information (RFI) from bidders and issue addenda as required.
3. A review of the bids will be prepared to include a bid comparison spreadsheet.
4. One meeting with the Owner will be conducted to review bids and assist in the award of the contract for construction.
5. After a Contractor is selected, AAAE will assist the Owner with preparing AIA101 contracts between Owner and Contractor and supplemental documents.

Additional site meetings with prospective bidders requested and approved by the Owner will be billed at our standard hourly rates.

Our Phase II Fee:

\$4,000.00

PHASE III SPECIAL INSPECTION:

Special Inspections are required for steel and concrete work by Code. They may be done by us or an acceptable third party. If you engage us to perform these services, AAAE will conduct Special Inspections as required by the DOB and 2020 NYS Building Code during the work at required intervals and frequencies. Progress inspections will be performed to observe the progress of the work and report to the Owner.

Our Phase III Fee:

\$1,250.00 per inspection

PHASE IV CONSTRUCTION ADMINISTRATION:

This Phase is optional and will only commence at the direction of the Owner. If directed to proceed, Phase IV will include the base bid services noted hereafter.

AAAE will review change orders, review submittals, answer RFI, review and certify certificates for payments to the contractor for work completed, and other general administration services related to the project. At the completion of the work AAAE will assist the Owner with closing-out the project with the DOB to receive a letter of completion.

Depending on your requirements, AAAE can provide periodic or full time Construction Administration services at our Standard Hourly Rates.

REIMBURSABLE EXPENSES:

Not included in the fees listed above are the costs of any tests, probes, installation coordination, meetings in addition to those specified herein, costs for printing drawings and specifications for bidding, construction, submittals to agencies and special mailings. Direct expenses incurred in the interest of the Project are billed at actual cost-plus ten percent.

HAZARDOUS MATERIALS:

AAAE shall have no responsibility for the discovery, removal, or disposal of toxic or hazardous materials encountered on site.

ADDITIONAL SERVICES:

Additional Services are not included in the Basic Services proposed herein, and they shall be paid by the Owner as provided in this proposal, in addition to the compensation for Basic Services. Additional Services, where requested by the Owner and authorized, will be billed at our Standard Hourly Rates where not otherwise noted.

STANDARD HOURLY RATES:

Principals	\$275.00
Senior Arch/Engineer	\$220.00
Arch/Engineer	\$190.00
Staff Architect/Engineer	\$160.00

PAYMENT TERMS:

Invoices are rendered monthly and are to be paid upon receipt. The Owner has the right to terminate AAAE's services at any time, subject to payment for all services and reimbursable expenses rendered and incurred up to and including the date of termination of services including previous commitments we have made to others on your behalf. Fees are subject to renegotiation after one year from the date of the signed contract.

Our Agreement consists of this proposal and the Standard Provisions printed overleaf and is valid for 60 days. If acceptable, please sign and return one copy of this letter, together with a retainer fee of THREE THOUSAND DOLLARS (\$3,000.00). This initial amount will be credited to the Owner's account upon completion of AAAE's services.

Very truly yours,



Robert Antonucci, P.E.

cc: M. Tronci, P.E.
G. Antonucci, EIT

Accepted and Agreed to by:

Name: _____

Signature: _____

Title: _____

Date: _____

STANDARD PROVISIONS

1. **CONTRACT** - The Contract consists of the dated Agreement executed by the Client and Antonucci & Associates and these Standard Provisions.
2. **RIGHT OF ENTRY** - When entry to property is required by the work, the Client agrees to obtain legal right-of-entry on the property.
3. **DOCUMENTS** - All reports, notes, drawings, specifications, data, calculations, and other documents prepared by Antonucci & Associates shall remain Antonucci & Associates' property. The Client agrees not to use Antonucci & Associates-generated documents for marketing purposes or for projects other than the project for which the documents were prepared by Antonucci & Associates, without Antonucci & Associates' express written permission.
4. **HAZARDOUS MATERIALS** - The scope of services for this Contract does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.
5. **HIDDEN CONDITIONS**: A condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. Unless otherwise noted, the client is responsible for all risks associated with this condition and Antonucci & Associates shall not be responsible for the existing condition nor any resulting damages to persons or property. Antonucci & Associates shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.
6. **CONSTRUCTION SERVICES** - When construction observation services are included in the Contract, Antonucci & Associates will provide personnel to observe whether construction is in general accordance with the construction contract.

Antonucci & Associates is not a guarantor or insurer of the contractor's work; the contractor is solely responsible for the accuracy and adequacy of construction and for all other activities performed by the contractor, including the methods of construction; supervision of personnel and construction; control of machinery; false-work, scaffolding, and other temporary construction aids; safety in, on and about the job site; and compliance with OSHA and all other applicable regulations. Antonucci & Associates' monitoring of the contractor's performance will not include review or observation of the adequacy of the contractor's safety measures or of safety conditions on the project site.

7. **STANDARD OF CARE** - Antonucci & Associates will exercise that degree of care and skill ordinarily practiced under similar circumstances by engineers and architects providing similar services. Client agrees that services provided by Antonucci & Associates will be rendered without any warranty, express or implied.

When water leak testing services are included in the Contract, Antonucci & Associates shall use reasonable efforts to identify deficiencies causing leaks but shall not be a guarantor or insurer that all deficiencies causing leaks have been noted or identified in the area of engagement.

8. **OPINIONS OF COST** - When included in Antonucci & Associates scope of services, opinions or estimates of probable construction costs are prepared on the basis of Antonucci & Associates' experience and qualifications and represent judgment as a professional generally familiar with the industry. However, since Antonucci & Associates has no control over the cost of labor, materials, equipment, or services furnished by others, over contractor's methods of determining prices, over competitive bidding or market conditions, Antonucci & Associates cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Antonucci & Associates opinions or estimates of probable construction cost.
9. **SUSPENSION OF SERVICES** - The Client may, at any time, by written notice, suspend further service by Antonucci & Associates. The Client shall remain liable for, and shall promptly pay Antonucci & Associates, for all services, rendered to the date of suspension of services, plus previously authorized reimbursable expenses.

If payment of invoices by the client is not maintained current, Antonucci & Associates may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold Antonucci & Associates harmless from any claim or liability resulting from such suspension.

10. **TERMINATION OF SERVICES** - Antonucci & Associates has the right, upon written notice to the Client, to terminate services if the Client does not make payment in accordance with this agreement, if the Client has misrepresented or failed to disclose material facts to Antonucci & Associates, if the client fails to follow the advice of Antonucci & Associates or if there is a breakdown in consultant/client relationship. In any of those events, after notification, the Client will execute such necessary documents as will permit Antonucci & Associates to withdraw as Architect/Engineer-of-Record. The Client shall remain liable for, and shall promptly pay Antonucci & Associates, for all services, rendered to the date of termination of services, plus previously authorized reimbursable expenses.
11. **DISPUTES** - If any disputes cannot be settled through direct discussions, the parties agree to endeavor first to settle disputes by mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules and judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
12. **INDEMNIFICATION** - Client and Antonucci & Associates each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Antonucci & Associates, they shall be borne by each party in proportion to its negligence.
13. **FORCE MAJEURE** - Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.
14. **LIABILITY** - Antonucci & Associates carries general liability insurance and professional liability insurance. Antonucci & Associates will furnish appropriate insurance certificates upon request. The Client agrees that Antonucci & Associates' total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the Project or this Contract from any cause or causes, including, but not limited to, Antonucci & Associates' negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed Fifty Thousand Dollars or other amount mutually agreed upon with the Client.
15. **REIMBURSABLE EXPENSES** - Antonucci & Associates will bill direct non-payroll expense at cost plus 10%. Direct expense includes out of pocket expenses, such as for sub-consultants, travel, outside services, testing, probes, reproductions, photographs, laboratories, expeditors, long distance phone calls, postage, couriers, agency fees and charges for the use of Antonucci & Associates reproduction facilities and handling.
16. **PAYMENT TERMS** - The Client agrees to pay Antonucci & Associates in accordance with the following payment terms:

Where billing is hourly, time is clocked portal to portal with a four hour minimum per engagement. Invoices will be submitted approximately monthly unless otherwise provided for in the Contract. Invoices will be payable upon receipt of the invoice. An interest charge of 1-1/2% per month of the invoice amount will be added for late payments. All payments received shall be applied to the oldest invoices first.

If the client disagrees with any portion of an invoice, they shall notify Antonucci & Associates within 21 days of receipt of the invoice, and shall pay the portion not in dispute.

The client shall reimburse Antonucci & Associates for all attorney's fees and collection costs related to collection of overdue payments.
17. **PRECEDENCE** - These Standard Provisions shall take precedence over any inconsistency or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.
18. **GOVERNING LAW** - The validity and interpretation of this Contract shall be governed by the laws of the State of New York.