



301 Plainfield Road, Suite 270, Syracuse, NY 13212
315.380.4382 office
315.386.2632 fax
www.c2ae.com

Standard Contract for Professional Services

Client Name: Town of New Haven NY	Project: Storage Building Assessment
Address: 4279 St, Rt. 104	
New Haven NY 13121	
Contact: Mr. Bob Parkhurst	Phone: 315-963-3900

Project Background:

The Town of New Haven is considering their cold storage needs for service vehicles after the Town's insurance provider deemed the building was uninsurable. C2AE proposes to review the existing storage building and determine the best course of action; repair and bring up to existing building code or demolish the structure. A preliminary site visit was conducted by C2AE on November 23, 2021, with Town personnel to further understand the purpose and intent of the existing and proposed new storage facility. If a new storage building is deemed the best course of action, we will determine the best location on the site with input from the Town based on site surveys provided by the town.

Scope of Services:

C2AE proposes the following Scope of Services to be performed:

1. Review of existing conditions:

C2AE personnel will evaluate the conditions of the existing cold storage building, including architectural, structural, site, mechanical, electrical, and plumbing components.

2. New building code review:

We will provide an initial Code Review for an improved or new cold storage building based on New York State Building Code 2020. We will obtain and review the local codes and regulations as they pertain to the proposed project.

3. Conceptual site plan:

We will provide a conceptual site plan on the Town owned site at 4279 St, Rte. 104, New Haven, NY 13121. The siting of the proposed building will take into account adjacent buildings, property boundaries, and existing property uses.

4. Conceptual floor plans:

We will provide a conceptual floor plan for the proposed building based on the Code Review and Conceptual Site Plan.

5. Graphic rendering:

We will provide a rendering / graphic representation of a new building.

6. Coordination meeting:

We will attend one coordination meeting with Town personnel to present the layout of proposed improvements. We will revise/update conceptual layouts based on the outcome of this meeting.

7. Preliminary opinion of project costs:

We will develop a 10% opinion of project costs based on the proposed and agreed to conceptual visioning.



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8. Compile all results and summarization of findings into a single comprehensive report, including recommendations for repair/replacement and conceptual opinions of probable project costs. Provide three (3) hard copies and one (1) electronic copy in PDF format to the Owner.

Proposed Fee

Services will be performed on a lump sum basis for a fee of \$5,000.

Assumptions

1. If requested, The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Work. The A/E shall be entitled to rely on the accuracy and completeness of the Owner's information.
2. Testing of potential hazardous materials is not included as part of the existing conditions assessment.

Fee Schedule

Fixed Fee, inclusive of all reasonable expenses.

We will perform the services noted for a fee equal to payroll costs for technical personnel including fringe benefits (equal to 35% of actual salary) times a factor of to provide for overhead, other costs and profit. Expenses and/or outside services would be billed at 1.1 times our direct cost.
 Estimated Fee:

Conditions of Payment

Retainer - Amount

Payment in full before drawing(s) released.

To be billed (monthly) with payment due within 30 days.

This proposal is valid for 30 days from the date it is signed.

Client:	Town of New Haven	Capital Consultants, Inc. PC (C2AE)
Printed Name:	Dan Barney	By: Ian F. Yerdon, PE
Signature:		Signature:
Title	Town Supervisor	Title Project Manager
Date:		Date: December 16, 2021

General Conditions

Right of Entry: The client will provide right of entry for our staff, subcontractors, and all necessary equipment in order to complete the work. C2AE will take all reasonable precautions to minimize damage of the property. It is understood by the client that in the normal course of work some damage may occur, the correction of which is not part of the agreement.

Utilities: In the execution of our work, C2AE will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. Client agrees to hold C2AE harmless for any damage to subterranean structures or utilities.

Invoices: Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one half percent per month on past due accounts. In the event legal services are employed to collect any outstanding bills, any costs, expenses and distributions, including reasonable attorneys' fees, shall be paid by client.

Ownership of Documents: All reports, field notes, test data, calculations, estimates, drawings, specifications and other documents prepared by C2AE as instruments of service shall remain our property. Client agrees that all work furnished to the client or his agent, which is not paid for, will be returned upon demand and will not be used by the client for any purpose whatever. C2AE will retain all pertinent records relating to the services performed for three (3) years following completion of the work. During this period, the records will be made available to the client at all reasonable times.

Disputes: In the event that a dispute should arise relating to the performance of the services to be provided under this agreement, the parties agree to non-binding mediation as the first step to dispute resolution. If a resolution is not found then the parties will go to litigation and it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim. This agreement shall be governed by the laws of the State of New York. Client agrees that any action or proceeding arising from this agreement may be commenced in the Courts of St. Lawrence County, New York.

Standard of Care: Services performed by C2AE under this Agreement will be conducted in a manner with the level of care and skill ordinarily exercised by members of the professions currently practicing under similar conditions. No other warranty, express or implied, is made.

Seismic Design: If the project is located in New York State, it will be designed in accordance with the structural requirements of NY State Uniform Fire Prevention and Building Code.

Construction Phase Services: Where C2AE's Services do not include review or site observation of the contractor's work and performance, client agrees to defend, indemnify and hold harmless C2AE from any claim or suit whatsoever, including but not limited to, all Payments, Expenses or costs involved, arising from or alleged to have arisen from the contractor's performance or failure of the contractor's work to conform to the design intent and the contract documents. C2AE agrees to be responsible for its own negligent acts.

Risk Allocation/Limitation of Liability: Owner/client and design professional have discussed the risks, rewards and benefits of the project and the design professional's total fee for services. The risks have been allocated such that the owner/client agrees that to the fullest extent permitted by law, design professional's total liability to owner/client for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this Agreement from any cause or causes, shall not exceed the total amount of the fee, and such claims shall not be brought against the design professional more than 3 years after substantial completion of this project or termination of this agreement. Such causes include but are not limited to design professional's negligence and breach of contract.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Owner nor C2AE, nor their respective officers, directors, shareholders, employees, and sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Owner and C2AE shall require similar waivers of consequential damages protecting all the

entitles or persons named herein in all contracts and subcontracts with others involved in this project.

Insurance: C2AE represents that we and our agents, staff and consultants employed by us is and are protected by worker's compensation insurance and that we have such coverage under public liability and property damage insurance policies which we deem to be adequate. Certificates for all such policies of insurance shall be provided to client upon request in writing. Within the limits and conditions of such insurance, we agree to indemnify and save the client harmless from and against any loss, damage, or liability, arising from any negligent acts by us, our agents, staff, and consultants, employed by us. C2AE shall not be responsible for any loss, damage, or liability beyond amounts, limits, and conditions of such insurance. We shall not be responsible for any loss, damage, or liability arising from any negligent acts by client, its agents, staff, and other consultants employed by it.

Termination: This agreement may be terminated by either party upon (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period in the written notice. In the event of termination, client will pay C2AE for services performed to the termination notice date plus reasonable termination expenses. In the event of termination or suspension for more than three (3) months, prior to completion of all work contemplated by this agreement, C2AE may complete such analysis and other work necessary to complete required files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of completing such analysis, records, and reports billable at C2AE hourly staff rates. In the event any phase of the project is delayed for reasons beyond our control, unbilled work will be invoiced at the standard hourly rates for the actual number of hours expended. Completed phases will be billed at fees quoted herein.

Assigns: Neither, the client, nor C2AE may delegate, assign, or transfer his duties or interest in this Agreement without consent of the other party.

Sales Tax: Client will pay applicable sales tax whenever deemed to be due. Payment terms are exclusive of sales tax.

Asbestos and Hazardous Waste: Where the work involves asbestos and/or hazardous wastes, client agrees that the handling or removal of asbestos, asbestos products and hazardous wastes involves certain health risks which require specific safety measures. C2AE will not be responsible for safety and safety measures on the job, including measures for the protection of employees, contractors, subcontractors and/or the general public. Such responsibility for safety and safety measures is and shall remain that of the contractor. Client agrees that except for claims and damages arising from negligent acts, errors or omissions of C2AE, client will hold harmless, defend and indemnify consultant from all claims, suits, expenses or damages arising from or alleged to arise from exposure to or inhalation of asbestos, asbestos fibers or hazardous waste. Nothing in this Agreement shall impose liability on C2AE for claims, lawsuits, expenses or damages arising from, or in any matter related to, the exposure to, or the handling, manufacture or disposal of asbestos, asbestos products, or hazardous waste in any of its various forms, as defined by the Environmental Protection Agency.

Jobsite Safety: Neither the professional activities of the Design Professional, nor the presence of the Design Professional or the Design Professional's employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Design Professional and Design Professional's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, the Design Professional and the Design Professional's consultants shall be indemnified and shall be made additional insureds under the General Contractor's general liability insurance policy.

Record Retention Policy: C2AE retains records generated from projects for a period of six (6) years.