



January 19, 2021

Alten Project Solutions
P.O. Box 97
Cornwallville, New York 12418

Herein after referred to as **Client**:

Re: Contract Agreement: KA# P632821

The following is a Contract Agreement between the above Client and Kaaterskill Associates (hereinafter referred to as Consultant) which includes; this Signed and Dated Letter of Agreement describing the Project, Scope of Services, Fee and Special Conditions; Attachment "A", General Conditions of the Agreement, dated December 9, 2019; and Attachment "B", Fee Schedule, dated January 1, 2021.

Project Location and Description: Structural evaluation and FEMA National Flood Insurance Program Elevation Certificate for the Woodstock Library. The library is located at 5 Library Lane, Woodstock, New York 12498.

Scope of Services requested: Engineering and surveying consulting to be provided at the request of the client. The scope will include:

Structural evaluation:

1. **Site Visit:** Perform an initial site visit on agreed upon date with client to observe and document the existing structure, take measurements of the structure, and take photos.
2. **Sketch:** Take the documentation from the site and sketch up the existing conditions in AutoCAD.
3. **Review:** Review all the documentation from the site visit and the previous recommendations and perform any necessary analysis to determine the adequacy of the current conditions.
4. **Report:** A written report from the engineer to the Client about the findings and a new recommendation on how to move forward.

FEMA National Flood Insurance Program Elevation Certificate:

1. **Site Visit:** Fieldwork necessary for flood certifications.
 - a. Set one benchmark on site to be used to re-establish elevations on site.
2. **FEMA Flood Cert:** Completion of FEMA Certificate by licensed land surveyor.

Fee: The fee for the above-described services will be billed hourly plus expenses in accordance with the consultant's standard rates with a probable cost of \$8,500.00. A \$3,000.00 retainer will be required for the project. Provided invoices are paid when due, retainer will be credited to final billing.

Special Conditions:

1. Client or Client's representative shall ensure that the grounds are accessible to Consultant when requested by Consultant.
2. Client shall provide Consultant with any available relevant information regarding the property, including but not limited to property surveys, septic system files, deeds, covenants or restrictions, studies, building designs, permits, permit conditions, and/or knowledge of any environmentally, archaeologically, or historically sensitive features, or any additional information which may be relevant to the Scope of Services being performed by the Consultant.
3. The Consultant will operate with the understanding that the Client is authorized to have this work performed on this property and will notify all parties involved of the evaluation.
4. Any significant revision, or work performed which is not included in the scope of services shall be billed hourly plus expenses in accordance with Consultant's standard rates.
5. The design provided to Client is intended to be used only for the property for which it was designed. If the Client would like to use the design elsewhere or for another project, Client must get a re-evaluation of each individual site on which the design will be used. An additional fee will be charged as appropriate.
6. Evaluation of the existing conditions is a visual only under the terms of this agreement. Any structural inadequacies observed may require further, more extensive evaluation and engineering.
7. The Scope of services above does not include suspect asbestos containing material (ACM) survey services (required by NYSDOL) if any suspect ACM has to be disturbed for any of the repair work required by code. If this is required, we can provide this service and would bill our time hourly plus the lab fees which would be paid by the client directly to the lab.
8. If, in the opinion of the Consultant, research yields insufficient information to develop an accurate survey Consultant may terminate agreement.
9. If field work must be conducted under inclement weather conditions, an additional fee as agreed upon will be charged.
10. If client requests a site walk, an additional fee based upon hourly rates per Attachment B will be charged.
11. If the client is not the property owner, the client shall ensure that all proper authorizations are obtained for this work.

By signing below, client affirms that he/she has reviewed Letter of Agreement describing the Project, Scope of Services, Fee and Special Conditions; Attachment "A", General Conditions of the Agreement, dated December 9, 2019; and Attachment "B", Fee Schedule, dated January 1, 2021, and agrees with the terms and conditions.

By signing below, client also agrees to unconditionally personally guarantee payment and performance under this agreement.

Signed:



W.A. Scribner PE for
Kaaterskill Associates

Client - Signature

January 19, 2021
Date

Client Name - Print

Address

Address

Date