

August 1, 2022

VILLAGE OF SARANAC LAKE PUBLIC SAFETY BUILDING

Feasibility Study / Space Needs Analysis
Existing Conditions Assessment

Saranac Lake, NY

James Williams
Mayor
39 Main Street, Suite 9
Saranac Lake, NY 12983

SUBJECT: VILLAGE OF SARANAC LAKE PUBLIC SAFETY BUILDING

Dear Mr. Williams,

Thank you for requesting a proposal for professional services on this project. We are extremely excited to submit this proposal, having met some of your team members at Firehouse Magazine's Station Design Conference as well as the New York State Association of Fire Chief's Conference. We hope the proposal shows you how qualified we are for your project, and we are extremely excited to get the opportunity to show you firsthand. Attached is our proposal for services as indicated in the RFQ and briefly described below.

A. SCOPE OF WORK:

A. Programming/Space Needs and Conceptual Design

1. Conduct 2-day Immersion work session between the three departments (SLVFD, SLVRS and SLPD) and design team as required to review current space usage, deficiencies and projected growth. A space program will be developed that details existing space needs and projected space needs for the next 20 years.
 - i. Conduct stakeholder/department interviews to confirm individual space program needs, support space requirements, area adjacency requirements, security concerns, future expansion accommodations, etc.
 - ii. Prepare conceptual "bubble diagram" options for additions and/or remodel or new plans showing global space needs and adjacencies.
 - iii. Prepare a conceptual site plan diagram using aerial photos/maps to evaluate potential building expansion locations/orientation, utility service impacts and parking/circulation impacts.
 - iv. Review/discuss advantages and disadvantages of each option with Owner and select preferred plan and site plan alternatives for further refinement.
2. Project cost estimates will be developed for options developed on a high level, square foot-based opinion of probable cost. Estimates will include all known costs required to develop a completed project.

B. Review of the existing facility and respective site.

1. This portion of the work would provide a review of the existing firehouse and its site should the department see remodel and additions as a potential option:
 - i. Obtain existing site drawings for review and confirm existing conditions.
 - ii. Full condition analysis and on-site inspections of the facility and site.
 - iii. Identifying fire and safety regulation compliance issues and possible solutions.
 - iv. Written condition analysis of the building and mechanical, electrical and plumbing systems.
 - v. ADA Compliance of the facility.
 - vi. Incorporate the existing firehouse into potential additions/remodel options for presentation.

B. DELIVERABLES

1. Five Bugles Design will provide the following final report and presentations.
 - One electronic copy of our final report
 - 5 hard copies of the final report
 - One presentation to a governing body of the client's choice.

C. EXCLUSIONS

The following services are excluded from this proposal

1. Any and all work not specifically included in the above "scope of work" is excluded.
2. Hazardous materials sampling and abatement testing.
3. Survey, soil borings, environmental studies, commissioning and construction testing are not included in this proposal, if it is determined that these services are required on the project, the services can be furnished upon a supplemental agreement.

D. PROPOSAL FEE:

We trust the above scope of work meets the Village's requirements. We are proposing to perform the scope of work presented in this proposal for a lump sum fee. Portions of the fee below will be credited back to the client if Wendel were contracted to move forward with additional design work and construction related services. The proposed fee for the project is detailed below.

PROPOSAL FEE	
Task	Proposed Fee
Five Bugles Design (Lump Sum)	Labor
Task A - Programming/Space Needs and Conceptual Design	\$31,000.00
Task B- Review of Existing Conditions	\$8,760.00
TOTAL	\$39,760.00

Fee Notes:

- 1) Reimbursable Costs such as costs of travel, mileage, travel related expenses and printing of presentation materials and reports will be invoiced at Cost to the Client, but will not exceed \$1,000.00.
- 2) Should Five Bugles Design be required to perform additional services beyond those outlined above, Five Bugles Design shall be compensated on an hourly or fixed sum basis for a mutually agreed scope of services.
- 3) Our fee and schedule proposal is valid for 90 days. If we do not receive a signed notice to proceed before that date, we reserve the right to re-evaluate our proposal

E. PROPOSED SCHEDULE:

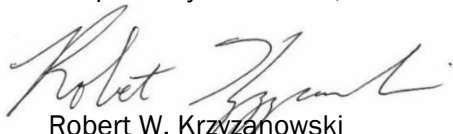
We anticipate a 12 week turn-around of deliverables upon receipt of this signed contract.

Five Bugles Design anticipates starting work after receipt of this signed proposal. Timely receipt of technical documents, design criteria and approvals from others are necessary to accomplish our design work within the suggested schedule.

F. TERMS:

This proposal and the attached "Appendix A" (Professional Services Terms and Conditions) are intended to represent the entire contractual relationship. Please contact me if you have any questions. If this proposal and attached general conditions are acceptable to you, please indicate your acceptance by signing both originals and return one (1) executed e-mail copy to our office.

Respectfully Submitted,



Robert W. Krzyzanowski
 Director of Emergency Services
 Associate Principal

Should Five Bugles Design's proposal be accepted, Wendel WD Architecture, Engineering, Surveying & Landscape Architecture, P.C., a New York State licensed architecture and engineering firm that is part of a consolidated group of Wendel Companies, will contract to undertake the work. Our letterhead and plans will still prominently say "Five Bugles Design" and we will refer to ourselves as Five Bugles Design throughout the project.

ACCEPTANCE / AUTHORIZATION:

Accepted this _____ day of _____, 20_____

Print Name: _____

Signature: _____

Title: _____

RETURN TO:

Robert Krzyzanowski
 e-mail: rkrzyzanowski@wendelcompanies.com



PROFESSIONAL SERVICES TERMS AND CONDITIONS

AGREEMENT. It is mutually understood and agreed that the Client's acceptance of the agreement to which these terms and conditions are attached constitutes an incorporation of these terms and conditions which, together with any attached supporting documentation, embody and constitute the entire understanding between the parties with respect to the transaction contemplated hereby and constitute a binding legal agreement ("Agreement"). If Wendel is authorized by the Client to provide services set forth in this Agreement or a Change Order, either orally or in writing, prior to formal acceptance of either, such authorization shall be deemed an acceptance of this Agreement effective as of the date Wendel commences providing the services, and such services shall be provided and compensated for in accordance with the terms and conditions contained in this Agreement.

STANDARD OF CARE/PERFORMANCE. Wendel shall perform its services consistent with the professional skill and care ordinarily provided by design professionals practicing in the same or similar locality under the same or similar circumstances and shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the work. No warranty, guarantee or fiduciary relationship, either express or implied, is made or intended by this Agreement.

OBLIGATIONS OF WENDEL. Wendel will prepare the work and deliverables in a timely manner but it is agreed between the parties that Wendel 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 entered into. Wendel commits to provide adequate and qualified resources to meet the schedule, and will work with Proposal Recipient's management in a manner that enables management to make informed decisions.

OBLIGATIONS OF PROPOSAL RECIPIENT. Client will work in a diligent and timely manner with Wendel to facilitate the contractual services required herein. To ensure a cooperative and successful effort, Client will commit to open disclosure of information required for the performance of services, will properly position Wendel with its staff, and will make available subject matter knowledgeable staff in a timely manner to address questions, unforeseen circumstances or other unexpected conditions that may arise.

PAYMENT. Progress payments shall be made in proportion to services performed and shall be due and payable within thirty (30) days of invoice submittal, without retainage. Overdue invoices shall bear an interest rate of 1-1/2% per month calculated from the 31st day after submittal. Wendel reserves the right to suspend services if payment of any undisputed invoice amounts are sixty (60) days overdue.

CHANGE ORDERS. During the term hereof the scope of services and compensation therefor may be adjusted by mutually agreed upon written Change Orders hereto.

SUSPENSION AND TERMINATION BY WENDEL. If the Client (i) fails to timely make payments due, or (ii) suspends the work for more than ninety (90) calendar days for reasons other than the fault of Wendel, or (iii) substantially fails to perform in accordance with the terms of this Agreement through no fault of Wendel, then Wendel may suspend services or terminate this Agreement upon seven (7) days advance written notice to Client, and Client shall pay all sums due for services performed prior to suspension or termination and any costs attributable to suspension or termination. Upon any resumption of services, Fees and time schedules shall be equitably adjusted. Wendel may terminate this Agreement for convenience upon not less than seven (7) days written advance notice and Client shall pay all sums due for services performed prior to termination.

SUSPENSION AND TERMINATION BY CLIENT. If the Client suspends the work, Wendel shall be compensated for services performed prior to notice of such suspension and Client will be liable for any expenses incurred in the interruption and resumption of services. Upon resumption of services, Fees and time schedules shall be equitably adjusted. If the Client terminates this Agreement for its convenience, the Client shall compensate Wendel for Wendel's services performed prior to termination, reimbursable expenses incurred, and costs attributable to termination, including the costs attributable to Wendel's termination of consultant agreements. Client may terminate this Agreement for default upon not less than seven (7) days' advance written notice should Wendel substantially fail to perform in accordance with the terms of this Agreement through no fault of the Client.

HAZARDOUS MATERIALS. To the fullest extent permitted by law, Client shall defend, indemnify and hold harmless Wendel, its affiliates, subconsultants and subcontractors, and their respective officers, directors, partners, employees, and agents from and against all claims, 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 relating to the presence, discharge, release, or escape of asbestos, PCBs, petroleum products, radioactive materials, or any other hazardous materials at, on, under, or from the work site.

OWNERSHIP OF DOCUMENTS. All the documents, reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, drawings, specifications and other documents, data or information prepared by Wendel in any form, including machine readable format, (collectively "Documents") are instruments of Wendel's services and shall remain the sole property of Wendel. Wendel retains all ownership and all other rights, including copyrights, in all such documents.

LIMITATIONS ON USE OF DOCUMENTS. The Documents are prepared for use for the purpose and at the site identified in the Agreement or Change Order only and are not appropriate for use for any other purpose or site, except by the authorization and agreement in writing with the appropriate compensation to Wendel. Client agrees to release Wendel and its affiliates from any

PROFESSIONAL SERVICES TERMS AND CONDITIONS

liability associated with any unauthorized changes made to the Documents and their use thereof and further agrees to indemnify and hold harmless Wendel and its affiliates from any and all claims arising out of such changes or use.

MACHINE READABLE MEDIA. Where Wendel agrees to supply some or all of the Documents in machine readable format (hereinafter "machine readable media"), the parties understand and agree that any Documents supplied in such machine readable format are so supplied as a convenience to the recipient. Such Documents are not intended to replace the printed forms of such Documents. The content of the Documents supplied by Wendel in printed form shall govern over the contents of Documents supplied in machine readable format. The recipient shall be solely responsible for comparing the output of the machine readable media with the printed Documents designated by Wendel as the contract documents and determining the accuracy of such output. Recipient shall only use the output of machine readable media for the limited purpose agreed to by Wendel and shall not alter, mediate or change the contents of such machine readable media in any way, or transfer to others, without the express written approval of Wendel.

CONFIDENTIALITY. Wendel shall not disclose or permit the disclosure of any confidential information except to its employees of Wendel and its affiliates, and other consultants who need such confidential information in order to meet contractual obligations under this Agreement.

PUBLICATION. Wendel has the right to photograph the work and to use the photos in the promotion of its professional practice through advertising, public relations, brochure or other marketing materials. Client agrees that Wendel has the authority to utilize its name as a client and general description of the work or service performed as references. Wendel will be given proper credit and acknowledgements for all services rendered including, but not limited to, planning, design and implementation. Proper credit shall be defined as being named by the Client (or their agent/owner) in project identification boards, published articles, promotional brochures and similar communications.

DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the design or construction of the work or following the completion of the work, the Client and Wendel agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The parties further agree to include a similar mediation provision in all agreements with independent contractors they retained for the work and to require all independent contractors and consultants to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers or fabricators retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements. In the event resolution of any conflict cannot be settled as a result of non-binding mediation, it will be addressed in an appropriate court of proper jurisdiction.

LIABILITIES. THE CLIENT AND WENDEL HAVE DISCUSSED THEIR RISKS, REWARDS AND BENEFITS OF THE WORK TO BE PERFORMED, WENDEL'S TOTAL FEE FOR SERVICES AND HAVE ALLOCATED THE RISKS SUCH THAT, UNLESS STATED OTHERWISE ELSEWHERE IN THIS AGREEMENT, THE CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW, WENDEL'S TOTAL LIABILITY TO THE PROPOSAL RECIPIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, DAMAGES, OR CLAIM EXPENSES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING, BUT NOT LIMITED TO, WENDEL'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY WENDEL UNDER THIS AGREEMENT OR \$500,000.00 WHICHEVER IS LESS.

INDEMNITY. Each Party agrees to indemnify the other from liability for losses, damages, or expenses (including reasonable costs and attorney's fees) to the extent caused by the Party's negligent acts, errors, or omissions relating to this Agreement, subject to any limitations of liability set forth elsewhere herein.

CONSEQUENTIAL DAMAGES. NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

BUDGET/CONTINGENCY. The Client agrees to establish a realistic budget for the cost of the work; the budget will include a contingency fund which will be used solely for the purpose of paying for contractor change orders, addressing omissions from the construction documents, and Client approved Change Orders for Wendel's services.

OPINIONS OF CONSTRUCTION COST. Any opinion of construction cost prepared by Wendel represents its judgement as a design professional and is supplied for the general guidance of the Client. Since Wendel has no control over the cost of labor and material, or over competitive bidding or market conditions, Wendel does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the Client.

FORCE MAJEURE. 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.

PURCHASE ORDERS. Client acknowledges and agrees that any purchase order issued by Client in accordance with this Agreement is intended only to establish payment authority for Client's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement.

WAIVER. No waiver by either Party hereto or any failure or refusal by the other Party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by such Party to so comply.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state in which the work or Project is located, without regard to principles of conflict of laws.

THIRD PARTY BENEFICIARIES. This Agreement is made solely for the benefit of the Client and Wendel, their successors and assigns, and no other person shall have any right, benefit or interest under or because of this Agreement.

AUTHORITY. Each Party represents and warrants to the other that it has the requisite authority to accept, deliver and perform this Agreement.