



9 August 2024
(Revised 20 September 2024)

Ms. Karen LaRocca-Fels
Ossining Public Library
53 Croton Avenue
Ossining, NY 10562

Re: Consulting Engineering Services, MSE Wall Repairs and Parking Lot and Drainage System Upgrades, Ossining Public Library, 53 Croton Avenue, Ossining, NY

Dear Ms. LaRocca-Fels:

Simpson Gumpertz & Heger Associates, Inc., P.C. (SGH) shall be pleased to provide consulting engineering services for the design of repairs for the mechanically-stabilized earth (MSE) wall and parking lot and drainage system upgrades at the above-named site. This letter summarizes our proposed scope, fee, and terms and conditions of our work.

1. BACKGROUND

Based on our conversations with you and our prior work at the above-referenced project site, we understand that portions of the MSE wall have previously experienced signs of distress, including bulging, gaps, and cracks in the wall facing. Between November 2016 and June 2021, Contractors' Line & Grade South, LLC (CL&GS) performed periodic optical wall movement monitoring of the MSE wall facing. In February 2022, at our recommendation, you engaged Langan Engineering and Environmental Services, Inc. (Langan) to take over the periodic optical wall monitoring. From February 2022 to the present date, Langan has performed monthly movement monitoring for the MSE wall and the adjacent parking lot. The recorded changes in lateral position and elevation of certain monitoring points along the MSE wall and the adjacent parking lot are greater than typical survey tolerances. The movements typically occur at discrete locations along the wall length and are generally the largest in magnitude at the bend in the wall located in the northwest corner of the property. We also noted that the rate of wall movement was relatively slow, and therefore, was taking time to manifest as distress in pavement behind the wall and for the magnitude of the movements to be larger than typical survey tolerances.

In July of 2023, you engaged us to develop conceptual remediation or replacement alternatives for the MSE wall. We developed several conceptual remedial options and presented them to members of the Ossining Public Library (OPL) Board of Trustees at several conference calls. You

recently informed us that the Board of Trustees is close to selecting the remedial option to stabilize the wall with ground anchors. Additionally, we also understand that OPL is planning capital improvements at their facility. These improvements include upgrades to the existing parking lot and storm drainage system, the interior of the building, and the building's mechanical systems. You asked us to provide consulting engineering services to design the MSE wall repairs and the parking lot and storm drainage system upgrades. We understand that our work will overlap with some of the proposed upgrades to the building's mechanical systems and that we will need to coordinate our design with the project's mechanical engineering consultant. We also understand that OPL is planning to engage a construction manager for the project to assist with project coordination and site preparation.

2. SCOPE OF WORK

We propose to perform the following scope of work for this project.

Task 1 – Design of MSE Wall Repairs

We anticipate the following scope of work is required to prepare permit and construction documents to repair the existing MSE wall at the site:

- Perform structural and geotechnical engineering calculations to design the MSE wall repairs. These calculations include, but are not limited to, wall sizing and reinforcing calculations, external and global stability analyses, and bearing capacity and settlement evaluations. Our analyses to design the proposed repairs will consider the effects of vehicular traffic. Furthermore, we will base our design on the subsurface information from the 2024 subsurface investigation we performed, as part of our efforts to develop conceptual remedial options for the wall. We exclude performing additional subsurface investigations from our scope of work.
- Coordinate our design with the mechanical engineering consultant designing the upgrades to the building's mechanical systems.
- Prepare permit drawings for retaining wall repairs sealed by a Professional Engineer licensed in the State of New York. We anticipate the permit drawings will include general notes, required special inspections and testing, site protection plans and details, an existing condition plan prepared by Badey & Watson Survey & Engineering, D.P.C., dated 15 December 2023, a plan detailing the proposed repairs, an Erosion and Sediment Control Plan, and necessary elevations, sections, and details to construct the proposed repairs. Appropriate specification sections will be included on the drawings.
- Prepare Division 1 specification sections.

- Engage a subconsultant (Ellana Construction Consultants, Inc.) to prepare a cost estimate for our permit drawings, including the MSE wall repairs and the parking lot improvements.
- Attend up to six 1 hr virtual conference calls with OPL to discuss our progress, before issuing the permit drawings.
- Prepare Issued for Construction (IFC) drawings sealed by a Professional Engineer licensed in the State of New York. This task assumes addressing one round of comments to the proposed design from the authorities having jurisdiction. We assume that design development or progress set drawings are not required for this project. Therefore, only permit and IFC drawings will be provided as part of our work.

Task 2 – Parking Lot and Drainage System Upgrades

We anticipate the following scope of work is required to prepare permit and construction documents for the following upgrades: 1) reconfigure the layout of the vehicular traffic circle at the lower parking lot, 2) improve the existing ADA accessible route to the library from the lower and upper parking lots, 3) evaluate options to add an accessible route to the library from the upper parking lot, and 4) design additional stormwater drainage infrastructure, if needed:

- Review project documents relevant to our scope of work, including drawings and specifications for the existing property. The purpose of our review is to determine the existing subsurface conditions, site grading, the layout of the vehicular circle and parking area, the layout of the existing stormwater drainage system, the size and invert and rim elevations of catch basins and storm drainage lines within the vehicular circle and driveway, invert elevations where the drain line ties into the city stormwater system, and the layout and invert elevations of the city storm drainage lines proximate to the site, and other pertinent information.
- Perform the following analyses:
 - Evaluate options to reconfigure the radius for the vehicular traffic circle at the lower parking lot.
 - Review ADA requirements and curb-cut locations to improve the existing accessible route and add an additional accessible route from the upper parking lot.
 - Evaluate the existing stormwater drainage infrastructure based on available information and information collected during our previous investigations to determine if additional drainage infrastructure is needed in the work area.
- Coordinate our design with the mechanical engineering consultant designing the upgrades to the building's mechanical systems.

- Prepare permit drawings sealed by a Professional Engineer licensed in the State of New York. We anticipate the permit drawings will include general notes, required special inspections and testing, an existing condition plan prepared by Badey & Watson Survey & Engineering, D.P.C., dated 15 December 2023, a plan detailing the proposed repairs, a proposed grading plan, an Erosion and Sediment Control Plan, and necessary elevations, sections, and details to construct the proposed repairs. Appropriate specification sections will be included on the drawings.
- Prepare Division 1 specification sections.
- Engage a subconsultant (Ellana Construction Consultants, Inc.) to prepare a cost estimate for our permit drawings, including the storm drainage system upgrades. As described above, the storm drainage system upgrades include both traffic circle reconfiguration and modifications to the American with Disabilities Act (ADA) accessible routes to the building.
- Attend up to six 1 hr virtual conference calls with OPL to discuss our progress, before issuing the permit drawings.
- Prepare Issued for Construction (IFC) drawings sealed by a Professional Engineer licensed in the State of New York. This task assumes addressing one round of comments to the proposed design from the authorities having jurisdiction. We assume that design development or progress set drawings are not required for this project. Therefore, only permit and IFC drawings will be provided as part of our work. We assume the parking lot and drainage system upgrades will be included in the permit and IFC drawings for the MSE wall repairs.

Task 3 – Permitting Support

We understand that you will engage Lothrop Associates D.P.C. (Lothrop) to lead the permitting effort for the proposed improvements. We will assist them as needed during the permitting process and attend meetings with the authorities having jurisdiction and the community, or any other required tasks. Given the uncertainty of the effort required to obtain permits and for community outreach, we have carried an allowance of \$60,000 for this task. This allowance may increase or decrease based on the level of effort required to obtain permits and the number of meetings that we will need to attend. For budgeting purposes, we assume that we will need to attend two-to-three in-person meetings using staff from our Boston, Massachusetts office. We also assume that we will need to prepare PowerPoint presentations for each of the in-person meetings.

3. ASSUMPTIONS

Our proposal is based on the following assumptions:

- The parking lot and drainage system upgrades will be included in the permit and IFC drawings for the MSE wall repairs.
- OPL will engage Lothrop to lead the permitting efforts for the project.
- The site drainage systems are adequately designed to handle stormwater at the site.
- No pavement improvements, beyond those described herein, are required. For example, we assume that traditional asphalt pavement (and not porous pavement) will be used as part of the repair work.
- Appropriate specification sections will be included on the construction drawings.
- Lothrop will prepare the Division 0 specifications for the project with assistance from SGH.
- We assume that all pavement areas will require replacement due to damage during the construction of the MSE wall repairs and parking lot improvements.
- We assume that we will need to attend two-to-three in-person meetings using staff from our Boston, Massachusetts office prepare PowerPoint presentations for each in-person meetings.

4. EXCLUSIONS AND ADDITIONAL SERVICES

We exclude the following from our current scope of work. As required, we will provide you with a separate fee proposal for any of these exclusions.

- Preparing or reviewing the Division 0 specifications, and the contract between the Owner and Contractor. We understand that these tasks will be performed by Lothrop.
- Designing improvements, modifications, or repairs beyond those required for the scope of work defined above in Section 2.
- This proposal excludes Lothrop's scope of work and fee to lead the permitting efforts for the project.
- Assistance obtaining environmental approvals. If required, this would necessitate engaging a third-party environmental consultant.

- Assessment of potentially contaminated soils and their impacts on construction of the parking lot and drainage system upgrades and MSE wall repairs. If required, this would necessitate engaging a third-party environmental consultant.
- Assistance obtaining permits and attending meetings with the local building department or other authorities having jurisdiction to obtain the required permits beyond those described herein.
- Preparation of a storm drainage evaluation report based on the results of our storm drainage analyses.
- Preparation of the geotechnical report or summary of analyses for submission to the building department or authorities having jurisdiction.
- Design of site-wide drainage systems or repairs.
- Additional subsurface investigations to assess the soil and groundwater conditions at the site.
- Closed-circuit television (CCTV) inspection of existing storm drainage lines.
- More than one round of revisions to the permit drawings based on comments received from the local building department, agencies, or other jurisdictions.
- Site visits.
- Attending meetings or conference calls beyond those described herein.
- Providing design development or progress drawing sets.
- Bid and construction administration services.
- Providing inspection or testing services.
- Preparing construction phasing plans to maintain occupancy of the building or to accommodate contractor sequencing preferences.
- Any scope of work not explicitly included in the scope of work section above.

5. SCHEDULE

We understand that OPL anticipates the work for the MSE wall repairs, the parking lot improvements, the traffic circle reconfiguration, and the modifications to the American with Disabilities Act (ADA) accessible routes will begin in spring 2026. The schedule for OPL's approval of our work is currently unknown. As such, we will prepare a schedule for the phases described above upon receiving authorization from you for our work.

6. FEE

We recommend that you establish a budget of \$455,000, including expenses, for our fees for the services described above on this project. This is not an upset limit, but we will notify you before exceeding the budgeted amount. The following table is a summary of our recommended budget by task. We reserve the right to transfer estimated budgets between tasks. We have estimated 2025 SGH billing rates assuming an annual rate adjustment of approximately 5%; our actual 2025 billing rates have not yet been established.

Task	Description	SGH Fee	Subconsultant	Total
1	Design of MSE Wall Repairs	\$ 288,000	\$ 2,000	\$ 290,000
2	Parking Lot and Drainage System Upgrades	\$ 101,000	\$ 4,000	\$ 105,000
3	Permitting Support (Allowance)	\$ 60,000	-	\$ 60,000
Totals		\$449,000	\$6,000	\$455,000

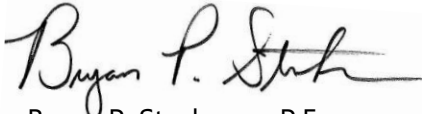
Due to the uncertainty of the permitting and community outreach for this type of work and the coordination with Lothrop and the MEP for the building work, we recommend that you carry a 10% – 15% contingency for design services beyond the scope outlined above that can be allocated by OPL as items arise.

7. TERMS AND CONDITIONS

Our fees are computed on an hourly basis, as shown on the attached Fee Schedule and Payment Terms. SGH will bill direct expenses at actual cost plus 10%. Direct expenses are out-of-pocket expenses and include, but are not limited to, subconsultants, travel, outside services, copying, and charges for the use of SGH field and laboratory equipment. Our fees for any additional services will be computed on the same basis.

This proposal is valid for sixty days. Our proposed agreement consists of this proposal and the enclosed Contract Provisions and Fee Schedule and Payment Terms. If acceptable, please sign and return one copy of this letter.

Sincerely yours,
SIMPSON GUMPERTZ & HEGER ASSOCIATES, INC., P.C.



Bryan P. Strohman, P.E.
Principal
NY License No. 100362



Gloriana A. Martinez

Accepted: OSSINING PUBLIC LIBRARY

Signature: _____

Printed Name: _____

Title: _____

Date: _____

BPS/scg (NY24-0002857r-BPS)
0101C24-NY 010617-CP-2-NY
Encls.

SIMPSON GUMPERTZ & HEGER ASSOCIATES, INC., P.C.
FEE SCHEDULE AND PAYMENT TERMS

<u>Personnel Category</u>	<u>Hourly Billing Rate</u>
Senior Principal	\$390
Principal	\$370
Associate Principal	\$340 – \$350
Project/Technical Director	\$310 – \$335
Senior Technical Manager	\$280 – \$285
Senior Project Manager	\$295 – \$320
Senior Project Supervisor	\$260 – \$290
Senior Consulting Architect/Engineer/Scientist	\$240 – \$265
Consulting Architect/Engineer/Scientist	\$200 – \$225
Senior Project Consultant	\$250
Project Consultant II	\$210
Project Consultant	\$180 – \$195
Associate Project Consultant	\$160
Technical Aide	\$115
Laboratory Technician	\$150 – \$195
Graphics Specialist	\$150 – \$265
BIM Technician	\$135 – \$210
Non-Technical	\$125 – \$145

Rates are in US dollars. Where ranges of hourly rates are shown for a single title, they reflect the varying rates of the particular individuals with that title. An annual rate adjustment, based upon salary increases, will apply on 1 January each year.

CONTRACT PROVISIONS

1. **CONTRACT** – These Contract Provisions and the accompanying Proposal and Fee Schedule constitute the entire Agreement of the parties, and supersede all prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement. These Contract Provisions shall take precedence over any inconsistency or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document. The parties may only amend this Agreement by a written document duly executed by both parties.
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 SGH are instruments of SGH's service that shall remain SGH's property. The Client agrees not to use SGH-generated documents for marketing purposes or for projects other than the project for which the documents were prepared by SGH without SGH's prior written permission.

Any reuse or disbursement to third parties without such express written permission or project-specific adaptation by SGH will be at the Client's sole risk and without liability to SGH or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, the Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless SGH from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or disbursement. Any release or project-specific adaptation by SGH will entitle SGH to further compensation at rates to be agreed upon by the Client and SGH.

4. **DISPOSAL OF SAMPLES** – SGH will discard samples upon completion of the work covered under this Agreement, unless the Client instructs otherwise in writing.
5. **HAZARDOUS MATERIALS** – The scope of SGH's services for this Agreement 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.
6. **CONSTRUCTION SERVICES** – When construction-phase services are included in the Agreement, SGH will provide personnel to evaluate whether construction is in general accordance with the construction contract, but not to perform detailed observations or inspections of the work.

SGH 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 means and 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. SGH's evaluation 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 nor of Contractor's means or methods of construction.

7. **STANDARD OF CARE** – SGH and its subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by engineers and architects providing similar services. The Client agrees that services provided by SGH will be rendered without any warranty, express or implied.

SGH shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

The Client agrees that SGH has been engaged to provide technical professional services only, and that SGH does not owe a fiduciary responsibility to the Client.

8. **OPINION OF PROBABLE COSTS** – When required as part of our work, SGH will furnish opinions of probable cost but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by SGH hereunder will be made on the basis of SGH's experience and qualifications and will represent SGH's judgment as an experienced and qualified design professional. SGH does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

9. **SUSPENSION OF WORK** – The Client may, at any time, by written notice, suspend further work by SGH. The Client shall remain liable for, and shall promptly pay SGH for all services rendered to the date of suspension of services plus suspension charges. Suspension charges shall include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on the Client's behalf. If after ninety (90) days the Client resumes SGH's work on the Project, SGH and the Client shall renegotiate SGH's fee.

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

10. **TERMINATION** – The Client or SGH may terminate this Agreement for cause, except only the Client may terminate for convenience. The party initiating termination shall so notify the other party. The Client shall compensate SGH for services performed prior to termination and for prior authorized commitments made by SGH on the Client's behalf.

11. **CHANGES OR DELAYS** – Unless the accompanying Proposal provides otherwise, the proposed fees constitute SGH's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made. In addition, costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information.

12. **FORCE MAJEURE** – SGH will not be liable to the Client for delays in performing its Services or for direct or indirect costs resulting from such delays that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

13. **LIABILITY** – SGH will furnish appropriate insurance certificates for general and professional liability upon request. The Client agrees that SGH's total liability to the Client and the total liability to the Client of SGH's principals, officers, agents, and employees, 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, SGH's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed SGH's total fee under this Agreement or \$50,000, whichever is greater. In no event shall SGH be liable to Client for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to the services provided under the Agreement.

14. **CONFLICTS OF INTEREST** – This assignment may presently or in the future involve parties with potentially adverse interests to those of SGH's existing or future clients ("Affected Parties" or "Affected Party"). Prior to SGH's acceptance of this assignment, SGH will make reasonable attempts to identify any Affected Parties based on information SGH has in its possession from the Client and any Affected Parties and SGH's search of its project and proposal databases. To the extent that SGH identifies a relationship with an Affected Party, SGH will inform the Client as to the identity of such parties. Client agrees to allow SGH to release to any Affected Parties the fact of SGH's engagement by the Client and any other information required to evaluate any potential conflict.

SGH's ability to inform the Client of a relationship with an Affected Party is limited by the thoroughness and accuracy of the information provided to SGH by the Client and any Affected Parties, and by SGH's limitations in reasonably and diligently discovering all relationships with Affected Parties. Regardless of SGH's relationship with an Affected Party, and provided such relationship with an Affected Party does not arise from SGH's willful disregard of a relationship with the Affected Party, SGH shall be entitled to payment for all services rendered to the date of discovery or notice, whichever occurs first, of a relationship between SGH and an Affected Party. SGH does not guarantee that a relationship between the Client and an Affected Party, which may be perceived by the Client as a conflict, will not arise during the course of an assignment or thereafter. SGH disclaims responsibility for such occurrences and to the fullest extent permitted by law, the Client agrees to waive any claim against SGH arising out of any such actual or potential conflict-related occurrences. Subsequent to the date of this Agreement, SGH will not be in a position to guaranty that it can advise the Client of any future Affected Parties or perceived or actual conflict circumstances that may arise, but will endeavor to notify Client of such situations.

15. **INDEMNIFICATION** – SGH shall, subject to the limitation of liability contained in Section 13, indemnify the Client for any loss or damage caused solely by the professional negligence of SGH in performance of the services under this Agreement.

16. MISCELLANEOUS

Governing Law: The laws of the state in which the Project is located shall govern the validity and interpretation of this Agreement.

Invalid Terms: If any of these Contract Provisions shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The parties agree to reform the contract between them to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

SGH Reliance: Unless otherwise specifically indicated in writing, SGH shall be entitled to rely, without liability, on the accuracy and completeness of information provided by the Client, the Client's consultants and contractors, and information from public records, without the need for independent verification.

Copyright Infringement Indemnification: To the fullest extent permitted by law, the Client agrees to defend, indemnify, and hold harmless SGH from any and all claims, damages, suits, causes of action, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising out of or in any way connected with SGH's use of documents or designs prepared by the Client's consultants, that may be asserted against or incurred by SGH.

Certifications: SGH shall not be required to sign any documents, no matter by whom requested, that would result in SGH's having to certify, guaranty, or warrant the existence of conditions that SGH cannot ascertain.

Payment: Invoices will be submitted periodically, and are due and payable upon receipt. Unpaid balances shall be subject to an additional charge at the rate of 1-1/2% per month from the date of invoice if the unpaid balance is not paid within thirty (30) days. The Client shall reimburse SGH for all attorney's fees and costs related to collection of overdue payments.

Litigation: All costs and labor associated with compliance with any subpoena or other official request for documents, for testimony in a court of law (other than in connection with expert witness services), or for any other purpose relating to work performed by SGH, in connection with work performed for the Client, shall be paid by the Client as a direct expense (actual cost plus 10%).

Taxes: Client shall, in addition to the other amounts payable under this Agreement, pay, on a timely basis, all sales, use, value added or other taxes, federal, state or otherwise, however designated (hereinafter "Taxes"), which are levied or imposed by reason of the transactions contemplated by this Agreement or any of the Services, except for taxes on SGH's net income. Client shall promptly pay SGH for any Taxes actually paid by SGH on behalf of Client, or which are required to be collected or paid by SGH. SGH may bill Client separately for such Taxes.