



# BCA ARCHITECTS & ENGINEERS

November 8, 2017

**Ms. Lorelei Case**  
**Port Jervis City School District**  
**9 Thompson Street**  
**Port Jervis, New York 12771**

**Re: Port Jervis Middle School**  
**Middle School Study & Planning Analysis**

Dear Ms. Case,

As discussed, we are pleased to provide the Port Jervis City School District our proposal to provide professional services as outlined below. We thank you for putting your trust in BCA. It is our understanding that the services being requested from BCA are outlined as follows:

**1. Port Jervis Middle School Analysis:**

The District has requested that BCA provide a written summary of the current state of the Middle School. BCA performed the District's 2015 Building Condition Survey, and is familiar with the facility. The summary shall outline the issues surrounding the Middle School, including the large number of substandard room sizes, the poor condition of many of the building systems and the corresponding estimates (per the 2015 BCS, adjusted for inflation), to replace these aging systems, and discuss the complications of dealing with hazardous materials that are in place throughout the facility. This information will be presented in a concise, executive summary type format.

**2. Districtwide Programming Analysis:**

The District has seen significant demographic changes over the last ten years. The reduction of students within the District has been so steady that it may be prudent to reduce the number of physical school buildings and re-distribute the student population in new and innovative ways within the remaining facilities. The District has completed a preliminary analysis of the issue, and is requesting that BCA review the current grade level distribution and student population to see if it would be possible to house the Districts' students in the two elementary schools (ASK ES & HBES), and the Route 209 Complex for MS and HS grades. This plan would most likely necessitate some additions to the 209 Complex. This shift would also result in the closure of the current Middle School. A programmatic document outlining this new distribution per grade level, per building, as well as coded floor plans and conceptual estimates will be provided.

In addition, the District's Administration is housed in a deficient building on Thompson Avenue. BCA has been asked to summarize the current issues with the District Administration building, and review options for moving this facility into either new or renovated space in a new location. This could also be combined with moving the program currently housed at the Pupil Registration Building and using that building for other uses. A programmatic document and conceptual estimates will be provided.

**WATERTOWN**

327 MULLIN STREET  
 WATERTOWN, NEW YORK 13601  
 TEL (315) 782-8130

**SYRACUSE**

1020 7<sup>TH</sup> NORTH STREET  
 LIVERPOOL, NEW YORK 13088  
 TEL (315) 760-3766

**ITHACA**

401 EAST STATE STREET, SUITE 200  
 ITHACA, NEW YORK 14850  
 TEL (607) 319-4053

**SARATOGA SPRINGS**

58 CHURCH STREET #200  
 SARATOGA SPRINGS,  
 NEW YORK 12866  
 TEL (518) 261-8678



November 8, 2017

Middle School Study & Planning Analysis

Page 2

**3. Report out to Board of Education:**

Once the steps outlined in 1 & 2 above are completed, BCA will present this information to the Board of Education and District Administration. We assume this will entail an initial meeting, and a follow-up meeting to work through any questions or concerns the Board may have after the initial meeting. Copies of all materials generated will be distributed and explained during the initial meeting.

It is assumed that based on the information presented, the District may decide to move forward with a referendum for capital work to implement the strategies developed through this analysis. A decision will be made at that time to determine the next steps required for this course of action if appropriate. The timing of any referendum needs to be determined, but it is assumed it would be within the next eighteen (18) months.

**Schedule of Services:**

For items no. 1 & 2 above, we propose completion by January 15, 2018. Item no. 3 could be any time after that as determined by the District, to coincide with the District's regular Board Meeting schedule.

**Compensation:**

Compensation shall be per the hourly rates for Sr. Principal shown on the attached short form agreement and as described below:

- a. Item No. 1 - Estimated at 20 hours x \$160/hr = \$3,200
- b. Item No. 2 – Estimated at 30 hours x \$160/hr = \$4,800
- c. Item No. 3 – Estimated at two trips at 8 hours per trip, or 16 hours x \$160/hr = \$2,560

All in, this equates to a proposed Fee of **Ten Thousand Five Hundred Sixty Dollars (\$10,560.00)**, plus reimbursable expenses outlined below.

The Fee will be adjusted downward (or upward) depending on actual hours expended. If we anticipate the fee to be more than our quoted estimate, we will obtain written approval prior to expending any additional time.

**Reimbursable Expenses and Consultants:**

BCA's reimbursable expenses include all associated printing costs, postage and shipping costs, and travel expenses.

We do not anticipate any sub-consultants being required.



# BCA ARCHITECTS & ENGINEERS

**November 8, 2017**

**Middle School Study & Planning Analysis**

**Page 3**

This letter and attached Short Form Agreement will constitute a Letter of Intent with Bernier, Carr & Associates, Engineers, Architects and Land Surveyors, P.C. ("BCA") for the basic services as described above. Further, the return of a fully executed copy of this Letter of Intent to our office will authorize BCA to proceed with the scope of services described herein.

We look forward to continuing our successful relationship with the Port Jervis City School District, and thank you for your trust in our firm. If this proposal is acceptable to the District, please review, sign and return one (1) copy of this proposal and attached short form agreement. Thank you.

Very truly yours,

**BCA ARCHITECTS & ENGINEERS**

A handwritten signature in black ink, appearing to read 'Scott J. Duell', written in a cursive style.

Scott J. Duell, RA, LEED AP  
Principal

**BERNIER, CARR & ASSOCIATES**  
*Engineers, Architects, and Surveyors*  
401 East State Street, Suite 200  
Ithaca, New York 14850  
Phone (607) 319-4053 Fax (315) 782-7192

**AUTHORIZATION FOR PROFESSIONAL SERVICES**

**DATE:** November 8, 2017  
**PROJECT NAME:** Port Jervis Planning Analysis  
**OWNER:** Port Jervis City School District  
**ADDRESS:** 9 Thompson Street  
Port Jervis, New York 12771

I hereby request and authorize BCA Architects & Engineers (FIRM) to perform the following services:

**SCOPE:** As Described in Proposal for Services Letter dated 11/08/2017  
**COMPENSATION:** As Described in Proposal for Services Letter dated 11/08/2017. For any Work requested outside of the scope of services proposal, our standard hourly rate schedule would apply, as outlined below.  
**COMMENTS:** None.

Services covered by this authorization shall be performed in accordance with Provisions stated on the back of this form.

**PROVISIONS**

- 1. Authorization to Proceed**  
Signing this form shall be construed as authorization by the OWNER for the FIRM to proceed with the work.
- 2. Salary Costs**  
The FIRM'S Salary Costs shall be the amount of salaries paid the FIRM'S employees for work performed on the OWNER'S project plus a stipulated percentage of such salaries to cover all payroll-related taxes, payments, premiums and benefits.
- 3. Per Diem Rates**  
The FIRM'S Per Diem Rates are those published in the FIRM'S office, which are charged for work performed on the OWNER'S project by the FIRM'S employees of the indicated classifications.
- 4. Direct Expenses**  
The FIRM'S Direct Expenses shall be those costs incurred on or directly for the OWNER'S project, including but not limited to: necessary transportation costs including mileage at the FIRM'S current rate, meals and lodging, laboratory tests & analyzes, computer services, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of standard commercial charges when furnished by the FIRM.
- 5. Professional Standards**  
The FIRM shall be responsible, to the level of competency presently maintained by other practicing Professional Engineers, Architects, and Surveyors in the same type of work in the OWNER'S community, for the professional and technical soundness, accuracy and adequacy of all designs, drawings and specifications and other work and materials furnished under this Authorization. The FIRM makes no other warranty, express or implied.
- 6. Termination**  
Either the OWNER or the FIRM may terminate this Authorization by giving 30 days written notice to the other party. In such event, the OWNER shall pay the FIRM in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.
- 7. Arbitration**  
All claims, disputes and other matters in question arising out of, or relating to this Authorization or the breach thereof may be decided by Arbitration in accordance with the rules of the American Arbitration Association then applying. Either the OWNER or the FIRM may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of, or relating to this Authorization may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Authorization.
- 8. Legal Expense**  
In the event legal action is brought by the OWNER or the FIRM against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party may

pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the Court.

**9. Payment to the FIRM**

Monthly invoices will be issued by the FIRM for all work performed under the terms of this agreement. Invoices are due and payable within 30 days upon receipt. Finance charges, computed by a "Periodic Rate" of 0.75% per month, which is an annual percentage rate of 9%, will be charged on all past-due amounts unless otherwise provided by law or by contract.

**10. Limitation of Liability**

The FIRM'S liability to the OWNER for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the FIRM's limits of liability on their professional liability insurance in place at the time of the agreement.

**11. Indemnification**

A. Asbestos - For services involving or relating to asbestos as part of this agreement, it is further agreed that the OWNER shall indemnify and hold harmless the FIRM and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to fees and charges of attorneys and court arbitration costs, arising out of or resulting from the performance of the work by the FIRM, or claims against the FIRM arising from the work of others, related to asbestos activities.

B. Hazardous Waste - For services involving or related to hazardous waste elements of this agreement, it is further agreed that the OWNER shall indemnify and hold harmless the FIRM and their consultants, agents, and employees from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, included but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work by the FIRM, or claims against the FIRM arising from the work of others, related to hazardous waste.

C. The above indemnification provision extends to claims against the FIRM which arise out of, are related to, or are based upon, the dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or water-courses, (c)

objects, or (d) any tangible or intangible matter.

D. Design professional shall use his/her best efforts to conform the construction document to the requirements of any legislation protecting the disabled, including the Americans With Disabilities Act and regulations thereunder (collectively "disabled legislation"). However, the standards for design practice under disabled legislation are still evolving. Therefore, the design professionals shall not be responsible if any aspect of the design does not conform to disabled legislation and such interpretation was not generally known to similarly situated professionals when the plans were prepared.

**Standard Rate Schedule:**

Senior Principal .....	\$ 160 per hour
Principal .....	\$ 140 per hour
Associate .....	\$ 120 per hour
Expert Witness Testimony .....	\$ 200 per hour
Senior Structural Engineer .....	\$ 175 per hour
Senior Architect/Engineer .....	\$ 120 per hour
Intern Engineer (I.E.) .....	\$ 90 per hour
Architectural/Engineering Designer .....	\$ 90 per hour
Architect/Engineer Technologist .....	\$ 75 per hour
Architect/Engineer - Summer Intern .....	\$ 50 per hour
Project Development Specialist .....	\$ 95 per hour
Senior Project Representative .....	\$ 95 per hour
Project Representative .....	\$ 75 per hour
Senior C.A.D. Draftsperson .....	\$ 75 per hour
C.A.D. Draftsperson .....	\$ 65 per hour
Field Survey Crew (2-man, NYS prevailing rate) .....	\$ 180 per hour
Field Survey Crew (2-man, regular rate) .....	\$ 110 per hour
Survey Technician (office) .....	\$ 75 per hour
Environmental Analyst .....	\$ 175 per hour
Code Compliance Specialist .....	\$ 175 per hour
GPS Equipment .....	\$ 60 per hour
Support Services .....	\$ 50 per hour

In addition to the fees stipulated above, we shall be reimbursed for travel and incidental expenses as follows:

Travel by Air .....	actual cost
Travel by Auto (per mile) .....	as per IRS Standard Rate
Travel by Field Truck/Survey .....	as per IRS
Vehicle (per mile) .....	Standard Rate x 1.25
Other Expenses .....	Direct Cost + 1.25%

Additional and non-customary services provided beyond the Scope shall be invoiced for payment in accordance with the above schedule.

Approved for OWNER

By:

\_\_\_\_\_  
Lorelei Case

Title:


\_\_\_\_\_  
Assist. Supt. of Business, Port Jervis City SD

Date:

\_\_\_\_\_

Accepted for BCA Architects & Engineers

By:



\_\_\_\_\_  
Scott J. Duell

Title:

\_\_\_\_\_  
Principal-In-Charge

Date:

\_\_\_\_\_  
11/08/2017