

CHA

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 6th day of November, 2024, by and between CHA Consulting, Inc., with its principal place of business at 3 Winners Circle, Albany, New York 12205 (hereinafter “CHA”) and Town of Dryden, New York with an office located at 65 East Main Street, Dryden, New York 13053-9505 (hereinafter “Client”).

Client and CHA, for the consideration hereinafter set forth, hereby agree as follows:

1. Services of CHA

- (a) CHA agrees to provide the professional services described in Exhibit A (hereinafter the “Services”) attached hereto and incorporated herein with respect to Recreation Development Plan (hereinafter the “Project”).
- (b) Any activities or Services not included within the scope of the Services will be considered “Extra Services” and will require additional compensation.
- (c) CHA is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports, and other services furnished by CHA under this Agreement. CHA shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its design, drawings, specifications, reports and other services, unless such corrective action is directly attributable to deficiencies in Client-furnished information. In the case of an omission, CHA shall be responsible only for the additional cost, if any, compared with what the cost of work would have been if it were included in the initial estimates of cost.

2. Schedule of Services

CHA shall use reasonable diligence and expediency consistent with sound professional practices to complete the Services in a timely fashion so as to meet Client’s requirements. If Client requests significant modifications or changes in the scope or requests Extra Services, the time for performance shall be correspondingly adjusted. If the parties have agreed to a specific Project schedule and specific milestone dates, such information shall be set forth in Exhibit B attached hereto.

3. Responsibilities of Client

- (a) Client shall furnish or make available to CHA any and all of its records, maps, or other data which are pertinent to CHA’s work. CHA shall be entitled to use and rely upon, without reverification, the accuracy, reliability and completeness of said records, maps and all other data provided by Client or its employees, agents, officers, or consultants in conjunction with CHA’s performance of the Services. Client shall authorize and assist CHA in obtaining any such pertinent information from other public and private sources. When requested by CHA, the Client shall furnish all reasonable assistance necessary for CHA to perform appropriate site investigations.
- (b) Client shall provide all criteria and full information as to the Client’s requirements for the Project; designate a person to act with authority on the Client’s behalf in respect to all aspects of the Project; examine and respond promptly to CHA’s submittals; and give prompt written notice to CHA whenever the Client observes or otherwise becomes aware of any defect in the work.
- (c) Client shall notify CHA promptly of all known or suspected Hazardous Material at the site, of any contamination of the site by Hazardous Materials, and of any other conditions requiring special care, and provide CHA with any available documents describing the nature, location and extent of such materials, contamination or conditions.

4. Compensation

(a) As compensation for the performance of the Services, Client shall pay CHA its fees and expenses in accordance with Exhibit C.

(b) Client shall reimburse CHA for any application and/or permit fees paid for securing approval of authorities having jurisdiction over the Project.

(c) Invoices will be rendered monthly for Services performed and expenses incurred during the previous month. Supporting documentation and additional detail will be provided upon Client's request. Payments are due at the address appearing on the invoice within 30 days following the invoice date. Invoices not paid within 30 days will accrue interest from the 31st day at the rate of 0.5% per month (6% per annum). Any late payment will be applied first to interest and then to the oldest outstanding balance due. If Client contests an invoice, Client may withhold only the contested portion and must timely pay the undisputed portion.

5. Termination

(a) This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party substantially fail to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Except to the extent Client has contested an invoice, Client's failure to make payments when due for Services and expenses shall be deemed a material failure permitting CHA to terminate this Agreement.

(b) In the event of termination of this Agreement not caused by the fault of CHA, CHA shall be compensated for Services performed and expenses incurred prior to the date of termination along with all reasonable and necessary expenses attributable to such termination.

6. Suspension

Except to the extent Client has contested an invoice, if CHA fails to receive payment when due for Services and expenses, CHA may, upon fourteen (14) days written notice to Client, suspend performance of the services without further notice. Upon a suspension of Services, CHA shall have no liability to the Client for delay or damage caused by such suspension.

7. Estimates of Costs and Schedules

CHA's estimate of construction costs and schedules are for budget and planning assistance purposes only. Cost and schedule estimates are based on CHA's professional judgment of the requirements known at the time of the Agreement. Accordingly, CHA does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluation or studies submitted by CHA to Client.

8. Relationship of Parties

CHA is, and shall at all times during the term of this Agreement be, an independent contractor of Client. This Agreement and the relationship of the parties shall not be deemed to create or be one of employment, agency, partnership, joint venture or any other association.

9. Use of Documents

With the exception of CHA's Background Intellectual Property, CHA acknowledges and agrees that any instrument of service produced by it in the performance of its services to Client is a "work made for hire" to the fullest extent permitted by law. Such transfer of ownership does not include all Intellectual Property Rights (as defined herein) which may be contained in the instruments of service that were developed by CHA prior to performance hereunder independent to this Agreement ("Background Intellectual Property"). CHA retains all right, title and interest in and to any Background Intellectual Property. "Intellectual Property Rights" are defined as all intellectual property or other proprietary rights (including without limitation copyrights, patent rights, trade secret rights, rights of reproduction, trademark rights, renewal, reissues and extensions thereof). The Client agrees to defend, indemnify and hold harmless CHA from all claims, damages, liabilities and costs, including attorneys' fees, arising after completion of the Project or Termination of this Agreement and based upon reuse or modification of the instruments of service by the Client or any person or entity that acquires or obtains the instruments of service from

or through the Client.

10. Designated Representative

Both parties shall designate specific individuals to act as their respective representatives for this Project. Such individuals shall have authority to transmit instructions, receive information and render decisions relative to the Project on behalf of each respective party.

11. Standard of Care

The standard of care for all professional engineering and related Services performed or furnished by CHA under this Agreement will be the care and skill ordinarily used by the members of CHA's profession practicing under similar conditions at the same time and in the same locality. There are no expressed or implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, not specified herein.

12. Jobsite Safety

Neither the professional activities of CHA, nor the presence of CHA or their employees and/or sub-consultants at the construction site, shall relieve Client and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work or construction in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. CHA and their personnel have no authority to exercise any control over any construction contractor or entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the contractor(s) is solely responsible for jobsite safety and warrants that this intent shall be made evident in the Client's Agreement with the contractor(s). The Client also agrees that CHA and CHA's consultants shall be indemnified by the contractors and shall be named as additional insureds under the contractor's general liability insurance policy.

13. Test Results

Test results apply only to materials actually tested and represent the condition of the tested material only at the time of testing. There are no expressed or implied warranties made or intended by CHA as to the applicability of test results for other than our purposes for preparation of the study or for any time beyond the actual field and laboratory testing.

14. Insurance

(a) CHA shall procure and maintain: (a) worker's compensation and employer's liability insurance in accordance with requirements of the state in which the Services are being performed; (b) commercial general liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$1,000,000 per occurrence for bodily injury and property damage; (c) automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage; and (d) professional liability insurance in the amount of \$2,000,000 per claim.

(b) Upon reasonable notice, Client shall provide CHA with copies of the certificates of insurance necessary to demonstrate that all contractors, subcontractors, independent contractors and others on the site have appropriate insurance coverage, including but not limited to commercial general liability, worker's compensation, disability and, where applicable, professional liability coverage.

15. Indemnification

- (a) CHA shall indemnify, defend and hold harmless Client, its officers, directors, shareholders, partners, agents and employees from and against those damages and costs (including reasonable attorney's fees) as a result of a third party claim concerning the death or bodily injury to any person or the destruction or damage to any property, but only to the extent caused by the negligent act, error or omission of CHA.
- (b) Client shall indemnify, defend and hold harmless CHA, its officers, directors, shareholders, partners, agents and employees from and against those damages and costs (including reasonable attorney's fees) as a result of a third-party claim concerning the death or bodily injury to any person or the destruction or damage to any property, but only to the extent caused by the negligent act, error or omission of Client.

16. Limitation on Liability

The total liability of CHA and its partners, officers, directors, shareholders, employees and agents to Client and any one claiming by, through or under Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, the Services of this Agreement from any cause or causes whatsoever including, but not limited to, negligence, errors, omissions, strict liability or breach of contract shall not exceed the total amount provided by applicable insurance coverage or the total amount of \$1,000,000, whichever is greater.

17. Assignment of Rights

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by Client or CHA without the prior written consent of the other.

18. Use of Subconsultants

CHA may use independent professional associates, consultants or subcontractors in the performance of a portion of the Services.

19. Third Party Beneficiary

The Services to be performed by CHA are intended solely for the benefit of Client and no benefit is conferred on, nor any contractual relationship established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on CHA's performance of its Services hereunder. No right to assert a claim against CHA, its officers, employees, agents or consultants shall accrue to any third party as a result of this Agreement or the performance or non-performance of CHA's Services hereunder.

20. Waiver of Consequential Damages

Except to the extent of available insurance policies and their related deductibles, in no event shall CHA be liable to Client or the Client to CHA for consequential or indirect damages, including but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of the equipment and facilities and claims of customers of the Client. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted including ones arising out of any breach of contract, warranty, guarantee, products liability,

negligence, tort, strict liability, or any other cause pertaining to the performance or non-performance of the contract by Client/CHA.

21. Mediation

The parties, as a condition precedent to commencing litigation (other than for the non-payment of CHA's fees), shall endeavor to resolve their claims by mediation which shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the contract and with the American Arbitration Association.

22. Electronic Media

Data, words, graphical representations and drawings that are stored on electronic media such as computer disks and magnetic tape, or which are transmitted electronically, may be subject to uncontrollable alteration. The parties shall agree on digital data protocol requirements prior to exchanging and relying upon files transmitted electronically.

23. No Waiver

No waiver by CHA or Client of any power, right or remedy hereunder or under applicable law with respect to any event or occurrence shall prevent the subsequent exercise of such power, right or remedy with respect to any other or subsequent occurrence.

24. Severability and Reformation

Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

25. Integration & Amendments

This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement shall not be amended, modified, supplemented or rescinded in any manner except by written agreement executed by the parties.

26. Force Majeure

CHA shall not be liable for any failure to perform or delay in the performance of the Services due to circumstances beyond its control, including, but not limited to: (1) strikes, lockouts, work slowdowns or stoppages; (2) Acts of God; or (3) failure of Client to furnish information in a timely manner.

27. Choice of Law/Jurisdiction

This Agreement shall be governed by and construed in accordance with the law of the state where the project is located.

28. No Personal Liability

Notwithstanding any other provision of this Agreement to the contrary, CHA's officers, directors, shareholders, partners, employees, or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to CHA's performance or non-performance of the Agreement. Client will look solely to CHA for its remedy for any claim arising out of or related to this Agreement.

29. Notices

Any and all notices provided for under this Agreement shall be in writing and shall be deemed to have been sufficiently given if personally delivered or if mailed, postage prepaid, by certified or return receipt requested mail addressed to the parties at the addresses set forth above in the preamble. Notice given by certified mail shall be deemed complete on the third business day after mailing.

30. Representations

Each party represents and warrants to the other that:

- (a) It is duly organized and validly existing in the jurisdiction of its organization and has all the necessary power and authority to execute, deliver and perform this Agreement.
- (b) The execution, delivery and performance of this Agreement has received all necessary partnership, corporate or other approvals, and does not conflict with any law, regulation, order, contract or instrument to which such party is bound.
- (c) The individual signing on its behalf is duly authorized to execute this Agreement to legally bind such party.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

CHA

CLIENT

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date: _____

Date: _____

Rev 08.2024

Exhibit A - SCOPE OF WORK

PROJECT INITIATION AND MASTER PLAN

CHA will conduct a kick-off meeting with the town and the Client Committee to review the scope of the project and confirm the project program and further understanding of the housing implementation. This kick-off meeting will also include a site visit to review existing conditions. CHA will provide written minutes of this meeting confirming the project program. CHA will develop sketch plans for the new layouts and functionality of the parcel of land. We will present the options to the project committee to ultimately agree on the selected design for the project.

CHA will develop a sketch plan for the options, which will be presented to the committee. Upon approval of the preferred alternates, CHA will develop a draft master plan. This plan will include:

- Rendered site plan showing circulation
- Conceptual field plans for the ballfields and multi-use fields
- Initial building floor plans/elevations
- Solar incorporation
- Professional cost opinion
- Master plan narrative

The draft master plan will be submitted to the town for review. We would anticipate one meeting will be required to review and address comments. CHA will address comments on the draft master plan and submit a final master plan document.

IMPLEMENTATION

CHA will utilize our expertise and provide a detailed design for the seven-acre parcel that maximizes efficiencies for recreation. We understand that this project has both wetland and historical impacts, both of which we have dealt with on numerous projects previously. Our in-house multi-disciplinary experts work hand-in-hand to coordinate internally so that we can provide exceptional results to our clients based on their project visions.

EXCLUSIONS + LIMITATIONS

The following items are excluded at this time based on the limited scope of services provided:

- The preparation of a full environmental assessment form or environmental impact statement is not included.
- Geotechnical investigation services are not included.
- Permit and utility fees
- 3D renderings
- Traffic impact studies

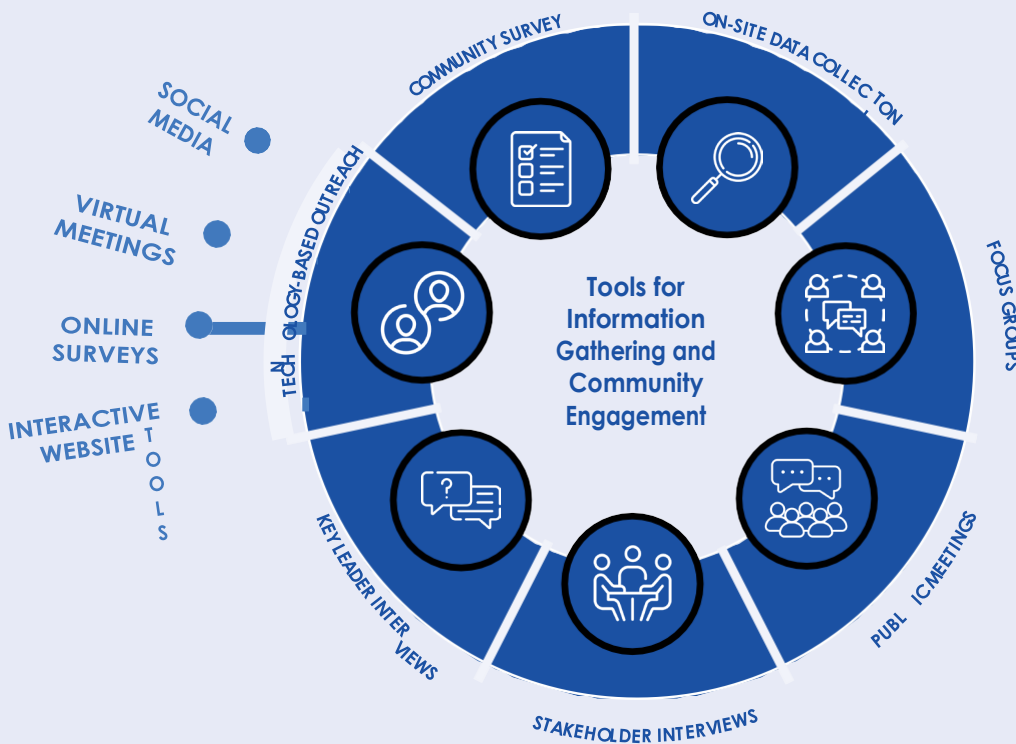
OUTREACH + ENGAGEMENT

Our team has extensive experience conducting public participation, community outreach/engagement, and communication programs. We anticipate confirming the desired public engagement approach during your project's initial start-up meeting. The approach will be customized to achieve the best results.

We routinely work extensively with various stakeholder groups to gauge public opinion and build consensus within a community. We offer extensive experience preparing and presenting legible plans, renderings, photorealistic graphics, estimates, phasing options, studies, and other information to public officials, boards, committees, and the public through a community meeting or hearing process. Our ability to understand our client's needs and establish positive working relationships invariably yields maximum project benefits.

We are deeply committed to engaging the community through public presentations. We believe the project must be presented to the community in the appropriate format and venue to gain input. We pride ourselves on delivering presentations that engage, educate, enroll, and entertain so the audience develops an affinity for the presenters and the message is well received. This relationship facilitates project progress and creates a collective buy-in for a successful outcome. Through our experience, we have developed solid working relationships with local agencies, governments/departments, and residents and have gained valuable and practical insight regarding community service and recreation projects.

If the town prefers a virtual or hybrid public information meeting, we are highly adept at presenting projects in the virtual environment. Our team has presented in multiple virtual public information meetings for various municipalities throughout the past few years and can present using whichever virtual meeting platform the town prefers.



Information and Engagement

It is important to gain **INFORMATION** from stakeholders until we reach saturation on key issues and topics that are important to the project's success. Getting insights from populations that are representative of staff, partners, decision makers, and all segments of your community demographics is paramount.

However, we know this project is also important for **ENGAGEMENT** so that people understand, feel heard, and may become champions and advocates for the good work and planning process.

IN-HOUSE COST ESTIMATING

CHA works predominantly in the challenging and demanding world of public bid projects, where we have a very successful track record of delivering projects on or below budget. We take costs seriously and work hard to develop a working project budget with our clients. We develop budgets early and update them often so that our clients can feel confident about the numbers.

In 2019 CHA acquired Daedalus Projects, a 32-person, Boston-based project management and cost estimating firm that has been serving public clients since 1989. Rebranded as CHA in Fall 2019, the group includes a seven-person cost estimating team who deliver high-quality, accurate cost consulting services to owners, architects, and construction managers at any stage from conceptual design through construction documents. Our experienced team includes specialists in architectural, structural, civil, mechanical, and electrical estimating. We bring cost certainty to a project and identify the implications of decisions, not just the dollars and cents.

Our in-house Chief Cost Estimator, Delwyn Williamson has more than 40 years of experience in the A/E/C industry. She leads a team of seven dedicated cost estimators who have provided cost consulting on public projects throughout the country.

Our project managers collaborate with our cost estimating department to obtain current materials costs, options assessments, value engineering strategies, life-cycle cost analyses, and accurate cost estimates at every stage of design. By providing both design and cost estimating in our office, our cost estimators can produce more accurate work by communicating with the project managers about construction trends and site conditions.

Our cost estimators are well-informed about current construction market pricing in New York for a wide variety of recreation facility types. In addition to an extensive cost database of information from current projects, our team has contacts with suppliers, subcontractors, general contractors, and construction managers nationwide, whose insights help us to better understand fluctuating market costs and regional valuation.

The CHA team seeks out innovative ways to reduce cost without compromising the performance or quality of the design and delivers cost estimating services that you can have confidence in.

SERVICES PROVIDED

We develop budgets early and update them often so that our clients can feel confident about the numbers. Our record for change orders for similar projects averages only 3.11% of construction costs, most of which are due to owner requested scope changes.

INITIAL CONCEPT REVIEW.

By assessing project feasibility and reviewing the program needs, site elements, and anticipated design features, our team helps with the development of a more accurate and realistic preliminary budget.

GREEN AND SUSTAINABLE INITIATIVES.

We lead the project team's efforts to design and value sustainable initiatives that meet the program goals and budget considerations.

LIFE-CYCLE COST ANALYSIS.

Our team provides comprehensive reports that evaluate upfront capital expenditure versus long-term operational costs, with consideration given to program needs and design requirements.

MASTER PLANNING.

We perform comprehensive reviews of master plans for campuses providing accurate cost and schedule projections that facilitate a more strategic approach to broad-scale capital expenditure.

VALUE ENGINEERING + MANAGEMENT.

We can assess the anticipated function, quality, performance, cost, and value of design elements. We provide impartial information that helps clients make decisions about these elements so that they can get the best possible design for their money, without sacrificing quality.

QUALITY ASSURANCE

COMMITMENT TO QUALITY

We take project management and quality control very seriously and have procedures in place that we execute on every project.

There are three comprehensive project manuals (developed internally at CHA) that our project managers use to develop specific project management and QA/QC plans for each assignment.

- Project Management (PM) Manual
- Quality Assurance/Quality Control (QA/QC) Manuals
- Total Technical Quality Control (TTQC) Manual

CHA's Project Management (PM) Manual defines and documents the logistics and process management that will complement our engineering design and technical support services to complete assignments in a timely and cost-effective manner.

CHA's PM Manual contains a full complement of cost and schedule monitoring tools and techniques used to quantify and control project execution. During task-level project planning, schedules and budgets for all tasks, phases, design groups, and suppliers are developed. This data is then entered into the project management system that maps the plan for the entire team and ensures that the overall project budget, schedule, and staffing requirements are met.

Cost accounting data and reports detailing the effort expended to date are available interactively to all of our project managers in real-time. Each design group leader uses this data to monitor their group's progress and make adjustments where appropriate. The project manager similarly monitors the schedules and budgets of all design groups and suppliers. This system gives management the ability to quickly and accurately assess project status and proactively control any schedule or budget concerns at the earliest possible stage.

With this in mind, a project management plan (job book) will be created for each assignment. The job book will summarize project scope, schedule, budget, project team, invoicing procedures, QA/QC requirements, etc.

COMMITMENT TO SCHEDULE

Our team members pride themselves on providing quality services while meeting clients' schedules and budgets. We have often been selected for project assignments based on our proven ability to meet very aggressive project schedules. We will work from your detailed project plan and meet the schedule for all project deliverables.

The CHA team has the staff resources and senior management experience to complete the work on time, provide prompt responses to phone calls, and respond to requests for services or site visits. Current and projected staff workload is analyzed weekly at CHA throughout all of our offices to allocate resources appropriately. As projects are initiated, the appropriate technical and support resources necessary to perform each task are allocated to meet or exceed your project's requirements. The current utilization of the staff selected for the project is generally 60 to 65% leaving an uncommitted staff effort of between 35% and 40% based upon today's workload.

The project team has established procedures and software in place to allow us to continually compare project details in order to forecast available personnel and resources. Team members will hold regular meetings to determine the percentage of project tasks completed in relation to milestone dates and the amount of the budget exhausted. If for any reason a deviation should occur from the schedule or budget, project needs will be re-assessed and discussed. Based on these determinations, resource allocations are reviewed and additional manpower is made available, if necessary, to meet established deadlines and budgetary constraints. Given the firm-wide workforce of over 1,800 people, we do not foresee any difficulties meeting your needs. Resources can be reallocated to assure project schedules are met.

From a construction standpoint, CHA regularly monitors market conditions in the recreation and athletic facility construction industry through the large number of projects we design and construct each year. We maintain a log of bid pricing, and also evaluate the workloads and schedule performance of the leading manufacturers and installers of surfacing and equipment with each project. Schedules change regularly based on supply challenges and raw material lead times, as well as availability of certified installers.

COMMITMENT TO BUDGETS

Our Management Plan and quality control procedures are essential to CHA's ability to maintain project costs and deliver our projects on budget and on time. Some of the techniques we use as part of these processes include:

- Conduct regular meetings with client
- Review project priorities with the client regularly
- Monitor construction progress regularly and coordinate site visits with client
- Staff the project with a complimentary mix of design, management and technical personnel led by people with many years of experience
- Develop detailed project plans that outline schedule, major milestones and staff needs
- Develop sustainability goals at the beginning of project
- Interview local contractors and vendors to verify constructibility issues, product availability and timing
- Use third party estimator familiar with local market conditions
- Value engineering milestones are built into design schedule
- Develop detailed survey and geotechnical data to ensure accurate baseline information
- Develop design alternatives through an inclusive, consensus building iterative process with owner and stakeholders

RISK MANAGEMENT

Risk is inherent in any construction project. Our job as your consultant is to manage that risk by driving the appropriate design from the outset – maximizing efficiencies realized through comprehensive development of the program during the design process. We have also developed internal processes and systems to mitigate potential issues that include risk management logs and tools to identify possible impacts to the project, recommend solutions, and hold all project team members accountable and invested in the success of the project.

Exhibit C - COST PROPOSAL

Programming	\$10,500
Design	\$13,400
Meetings	\$3,500
Anticipated Expenses	\$2,000
PROJECT TOTAL \$29,400	

Hourly Rates

Job Title	Hourly Rate
Vice President	\$295
Principal Architect	\$285
Principal Engineer	\$200
Principal Landscape Architect	\$200
Senior Project Manager	\$260
Project Manager	\$225
Senior Architect	\$195
Senior Engineer	\$195
Senior Landscape Architect	\$175
Project Engineer	\$130
Architect	\$130
Landscape Architect	\$110
Technical Assistant	\$90