



## ENGINEERING AGREEMENT

June 18, 2024

Lawrence Ashley  
Seaway Career & Technical  
Education Center  
7225 State Highway 56  
Norwood, NY 13668

**Telephone:** 315-353-2293

**Email:** Lawrence.ashley@sllboces.org

**Federal Identification No.:** \_\_\_\_\_

**Project:** 2024-2025 Modular Home Design

Dear Mr. Ashley:

The following Agreement outlines the services to be provided by our firm, together with the payment arrangement and terms and conditions for those services. Carefully review this document including the attached terms and conditions. If acceptable, please initial the pages which follow, fill in your taxpayer's federal identification number and then execute, date below, and return one (1) copy to our office. Upon receipt of a duly executed copy of the agreement, we will proceed with the work.

### **SERVICE DESCRIPTION:**

Under this agreement, Tisdel Associates will provide design drawings for a new 28x56 Modular Home that can be transported in two (2) 14x56 sections. The home will include 3 bedrooms, 2 bathrooms, dining room, kitchen, living room and access to a future crawl space or basement. Tisdel Associates will provide floor plans, elevations, structural plans, roof plan, wall sections and details. Tisdel Associates will also provide electrical plans and plumbing plans. Plumbing will terminate below the finished floor. Final plumbing will be site specific and designed by others. Heating system will be designed by others.

### **FEE FOR SERVICES:**

Our fee for the above services will be \$8,000. Any additional services not specifically stated above will be provided on a lump sum basis, pursuant to the Rate Schedule, provided herein as Attachment A.

#### **Founder**

Joseph E. Tisdel, P.E. & L.S.  
(1930 - 2002)

#### **Principals**

Michael J. Christy, P.E.  
Aaron B. Jarvis, P.E.

113 Main Street  
P.O. Box 400  
Canton, N.Y. 13617

P: 315.386.8542  
E: office@tisdelassociates.com  
www.tisdelassociates.com

**STANDARD TERMS AND CONDITIONS:**

The Standard Terms and Conditions of this Agreement are included herein as Attachment B. Please carefully review this important portion of this Agreement, forward any questions or comments to our office. If acceptable, signify your acceptance by initialing these pages.

Please feel free to contact our office with any questions or comments you have.

Respectfully submitted,  
TISDEL ASSOCIATES



Aaron B. Jarvis P.E.  
Principal Engineer, P.E.

**CONTRACT AND AUTHORIZATION**

Tisdell Associates is hereby awarded contract and authorized to proceed with the work described above pursuant to the Rate Schedule and Terms and Conditions attached hereto.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

(Please Print)

Title: \_\_\_\_\_

**RATE SCHEDULE**

For calendar year 2024, the hourly rates for various personnel classifications engaged in our standard range of services will be applicable. Rates to be adjusted annually, effective January 1 of each year, with an updated rate schedule being provided.

<u>Personnel Classification</u>	<u>Hourly Rate</u>
Principal Engineer	\$145
Senior Licensed Engineer/Project Manager	135
Licensed Engineer/Project Manager	130
Engineer II (Intern Engineer)	125
Engineer I	120
Senior Engineering Technician II	120
Senior Engineering Technician I	110
Engineering Technician II	100
Engineering Technician I	90
Intern Technician	80
Project Administrator	110
Technical Secretary	75
2 - Person Survey Crew	225
Resident Project Representative	85

The foregoing hourly personnel rates apply to time spent directly on a project, are based upon overall salary cost times a multiplier of 2.25, and include fringe benefits, all non-reimbursable expenses, insurances, all general business overhead and profit. For field surveying work where State Department of Labor requires that prevailing wage rates be paid, the rate for a 2-Person Survey Crew is \$250/hr.

Direct (Reimbursable) Expenses:

-Personal Auto	-\$0.56 per mile
-Tolls, Parking, etc.	-As incurred
-Airfare	-Coach Class; as incurred
-Room and Board	-As incurred
-Graphics, Art, Bulk Printing	-As incurred
-Express Shipping	-As incurred
-Subconsultant	-Cost plus 10%
-Photography	-Cost plus 10%

Non-Reimbursable Expenses (included above)

-Telephone
-Routine USPS Mailings
-Routine UPS Shipping
-Routine Copying
-Routine Registered Mailings
-Computer (in-house) Time
-Standard Field Equipment

INITIALS:

Tisdel: ASJ

Client: \_\_\_\_\_

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AGREEMENT FOR CONSULTING SERVICES
STANDARD TERMS AND CONDITIONS

A. DEFINITIONS

Client - The public body or authority, corporation, association, firm, or person with whom the Consultant has entered into this Agreement and for whom the professional and technical services are to be provided.

Consultant - Tisdel Associates, Consulting Engineers, 113 Main Street, Canton, New York, the firm retained to provide professional and technical services as stated in this Agreement.

B. RIGHT OF ENTRY

The Client will provide for right of entry of the employees, agents or subcontractors of the Consultant to perform and complete the work which is the subject of this Agreement.

C. OWNERSHIP OF DOCUMENTS

All original documents, including drawings, estimates, specifications, field notes, computer files and data, shall remain the property of the Consultant. The Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto. The Client may, at his expense, obtain copies of drawings and all other project documents.

D. EXISTING DOCUMENTS USE

The Client shall make available to the Consultant all documents and information of record which may pertain to the work under this Agreement. The Consultant, in use of such documents, may rely upon their accuracy and completeness. The Client shall assume liability for any errors or omissions contained in any documentation or information which it furnishes to the Consultant.

E. INSURANCE

The Consultant agrees to procure and maintain, at his expense, such insurance as will protect the Client and him from claims under the Worker's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the Consultant or his employees, officers or directors.

F. CONSULTANT RESPONSIBILITY

The services to be performed by the Consultant under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of the Consultant toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

G. LIMITATION OF LIABILITY

To the fullest extent permitted by law, and notwithstanding any other provision of this agreement, the liability of the Consultant, his agents, employees and subcontractors, for Client's claims of loss, injury, death, or damage including without limitation, Client's claims of contribution and indemnification with respect to third-party claims, shall not exceed, in the aggregate under this agreement, the fee to be rendered under this Agreement, for claims arising out of professional negligence, including errors, omissions or other professional acts, and including unintentional breach of contract.

H. INDEPENDENT PROFESSIONAL

The Consultant agrees to conduct himself as an independent professional, that we will neither hold himself out as nor claim to be an officer or employee of the Client, and that he will not make any claim, demand or applications to or for any right or privilege applicable to an officer or employee of the Client, including, but not limited to, Worker's Compensation coverage, unemployment insurance benefits or Social Security coverage.

I. SUCCESSORS AND ASSIGNS

The Client and the Consultant each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the Client nor the Consultant shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

INITIALS:

Tisdel: [Handwritten initials]

Client: \_\_\_\_\_

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J. INVOICES

The Consultant will submit invoices to the Client on a monthly basis with a final bill upon completion of services. **Payment is due upon presentation** of invoice and Client may be granted a 30-day grace period to record and arrange payment.

Invoices are past due **thirty (30) days from invoice date**, at which time **the Consultant may suspend work** and take other appropriate actions until all current charges are paid.

The Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month on past due accounts. The Client will be liable for all court costs, disbursements, and reasonable attorney's fees incurred by the Consultant in the collection of any outstanding invoices.

K. ALTERNATIVE DISPUTE RESOLUTION (ADR)

Any claim, dispute or controversy arising out of or in relation to the performance, interpretation, application or enforcement of this Agreement, including but not limited to breach thereof, shall be referred to mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association prior to any recourse to arbitration or a judicial forum.

L. DESIGN WITHOUT CONSTRUCTION REVIEW

It is understood and agreed that the professional services of the Consultant do not extend to or include the review or site observation of the Contractor's work or performance or any other construction phase services. It is further agreed that the Client will defend, indemnify and hold harmless the Consultant from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from or alleged to have arisen from the Contractor's performance or the failure of the Contractor's work to conform to the design intent and the contract documents. The Consultant agrees to be responsible for his own or his employees' negligent acts, errors or omissions.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any loss, claim or cost, including Consultants costs for defense, arising or resulting from the performance of such construction phase services by other persons or entities and from any and all claims arising from modifications, clarifications interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions.

M. TERMINATION

This Agreement may be terminated by either party by seven days' written notice. If this Agreement is so terminated, the Consultant shall be paid for services performed on the basis stipulated in the Agreement, or in the event the Agreement is a lump sum form of Agreement, on the basis of his reasonable estimate of the portion of work completed prior to termination. In the event of any termination, the Consultant shall be paid all terminal expenses resulting therefrom, plus payment for services then due.

####

INITIALS:

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Client: \_\_\_\_\_