



SAMMELARCHITECTURE.COM
332 Route 100 Somers NY 10589
914-276-0777

June 12, 2019

Mr. John P. Carr, P.E.
Executive Director, School Facilities Management
Yonkers Public Schools
One Larkin Plaza
Yonkers, New York 10701

RE: Yonkers Public Schools - School 16
Restoration of Building Envelope, Interiors, Security, and Site (YPS 10845)
Contract Amendment 1 - Replacement of Public Address System

Dear Mr. Carr:

This letter will constitute **Amendment No. 1** to the Agreement between the Yonkers Public Schools ("YPS") and Sammel Architecture PLLC ("SA"), for architectural services for the Yonkers Public Schools at School 16.

Sammel Architecture has been asked to provide:

- Design, Bid, and Construction Phase Services for the replacement of the Public Address System.

This work was not included in the original Agreement and is considered an Additional Service under the terms of our Agreement. The compensation we are requesting is as follows:

- Work performed by Barile Gallagher & Associates. This work is described in the attached proposal.

Barile Gallagher & Assoc. Fee \$ 18,500.00

- Work performed by Sammel Architecture - The work will include the integration of the work into the current documents, preparation and submission of an addendum to the State Education Department, and the provision of Bid and Construction Administration Phase services for the additional work.

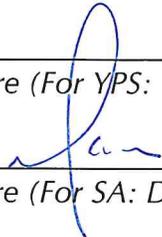
Sammel Architecture Fee \$ 4,500.00

TOTAL FEE \$ 23,000.00

Reimbursable expenses and additional costs related to all of these projects will be billed as per our Agreement.

The existing Agreement and all its clauses shall remain in full force except as amended hereinbefore. If the above is satisfactory, please indicate your approval by signature below and return a signed copy for our records.

ACCEPTED AND AGREED:

Signature (For YPS: )	Date
Signature (For SA: David J. Sammel)	4/12/19



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Emailed

Mr. David Sammel
Sammel Architecture, PLLC
332 Route 100
Somers, NY 10589



RE: YONKERS PUBLIC SCHOOLS - SCHOOL 16
ENGINEERING SERVICES FOR
NEW PUBLIC ADDRESS SYSTEM

Dear Mr. Sammel,

We are pleased to submit our proposal for engineering services for the above referenced project. The scope of the project shall include the removal of existing P.A. system and provide new P.A. System Installation.

The following outlines the services to be rendered:

I. PREPARATION OF CONTRACT DOCUMENTS

- A. Perform a visual survey of existing conditions, record device and equipment locations for use in removals plans and new work.
- B. Make equipment selections, devices and provide additional coverage where existing system is lacking devices.
- C. Attend one meeting to review design and scope.
- D. Prepare design drawings and technical specs for the Electrical work to update existing base bid contractor.
- E. Prepare drawings and specs to submit addendum to SED.
- F. Prepare an Addendum addressing any SED comments.
- G. Prepare Bid Documents incorporating any addenda.



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II. BID NEGOTIATION

- A. Attend Pre-Bid conference with potential bidders.
- B. Respond to requests for information (RFI's) from potential bidders during the bid period.
- C. Prepare and issue bid document addenda prior to bid.
- D. Assist in evaluating the low bidders.

III. CONSTRUCTION ADMINISTRATION

- A. Review shop drawings.
- B. Respond to contractor RFIs.
- C. Attend periodic field meetings (one attendee, generally once a month during construction).
- D. Prepare a punch list and return to the site once to verify completion of the punch list. Subsequent return trips shall be billable as additional services based on the hourly rates outlined below.
- E. Review closeout documents.

IV. PROPOSAL CONDITIONS

- A. We are to receive architectural backgrounds in AutoCAD format.
- B. We assume no responsibility for the identification and/or abatement of hazardous materials including but not limited to asbestos, lead, PCBs, and similar substances.
- C. We will assist in the preparation of construction documents for filing. Actual filing shall be the responsibility of others.
- D. This Proposal is limited to the Scope of Basic Engineering Services described above. Services resulting from changes necessary due to construction cost over-runs, change orders, additional work items, review of alternate systems or construction procedures that are outside of the control of the Engineer are not part of our Scope of Basic Services. Review of alternates or submissions, sometimes referred to as Value Engineering, are not part of our Scope of Basic Services.
- E. Both parties agree that the Engineer shall not be responsible for the direction, supervision or control of the construction activities. The contractors are solely responsible for determining the construction means, methods, techniques, sequences and procedures employed during the work including all safety precautions.
- F. Services performed by the Engineer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.



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V. ARRANGEMENT OF FEE

A. The preceding basic services shall be rendered for a fee of Eighteen Thousand Five Hundred Dollars (\$18,500.00) payable as follows:

Schematic Design Report	-	\$ 3,500
Construction Documents	-	\$10,000
Bid Negotiation	-	\$ 1,000
<u>Construction Administration</u>	-	<u>\$ 4,000</u>
TOTAL		\$18,500

B. Should additional services be authorized, they shall be rendered at the following hourly rates:

Principal	-	\$ 200.00
Senior Engineer	-	\$ 150.00
Junior Engineer	-	\$ 105.00
CAD Operator	-	\$ 100.00
Clerical	-	\$ 75.00

C. The fee is based on the scope of work listed above. If scope changes during Schematic Design, the fee will be adjusted accordingly.

D. Reimbursement shall be made for bulk printing and express mailings.

E. We will bill monthly based on percentage complete for each phase.

F. Payment of submitted invoices within 30 days.

Thank you for your consideration and the opportunity to serve you. Your written acceptance in the space provided will constitute a contract between us. Kindly forward copy for our files.

Very truly yours,

Vincent Restivo
Senior Associate

ACCEPTED: _____ DATE: _____