



Transportation
Land Development
Energy

August 5, 2025

Donald Feldmann
Assistant Superintendent of Finance and Plant Services
Sweet Home Central School District
1901 Sweet Home Road
Amherst NY 14228

**Re: Proposal for Environmental Consulting Services
Sweet Home Central School District
2025 Capital Improvements Project**

Dear Mr. Feldmann:

Fisher Associates is pleased to submit this proposal to provide environmental consulting services to the Sweet Home Central School District (the "District") in response to a request for proposal from the District's legal counsel.

I. BACKGROUND & PROJECT UNDERSTANDING

Based on communications with the District's legal counsel, Fisher Associates understands that the District is proposing to undertake certain capital improvements at its school facilities (the "Project"). The District will complete a State Environmental Quality Review Act ("SEQR") review prior to setting a date for a public referendum regarding the Project.

II. SCOPE OF WORK

Fisher will work in conjunction with the District's legal counsel to assist with the preparation of an Environmental Assessment Form and associated SEQR documentation including mapping and exhibits. Fisher will also provide assistance with preparation of a list of potentially involved agencies having approval jurisdiction or a funding role in the Project and other agencies having an interest in the Project and the lead agency coordination packet for distribution by the District to these agencies.

Fisher will also assist the District's legal counsel with follow-up agency consultations, analyses of potential impacts, and drafting a Determination of Significance based on preparation and analysis of the Environmental Assessment Form, written agency comments, and agency consultations. In addition, Fisher will assist with preparation of consultation packages for each school site for submittal to the State Historic Preservation Office ("SHPO") in conformance with Section 14.09 of the New York State Parks, Recreation and Historic Preservation Law.

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**Assumptions:**

Detailed supporting studies such as traffic studies, historic and/or archeological surveys, wetland delineations, etc. are not included in this scope of work. In addition, preparation of an Environmental Impact Statement is not included in this scope of work. If any of these studies are deemed necessary, a separate fee proposal could be provided upon request.

III. SCHEDULE

Fisher is prepared to initiate the proposed scope of work described herein immediately upon written authorization.

IV. PROJECT COST

The proposed scope of work will be performed for a lump sum fee of \$18,500. The foregoing estimated fee and assumptions are based on the scope of work as outlined, which represents our best judgment as to the level of effort requested based on available information. If new information or unforeseen conditions become evident during the course of the Project, we will obtain your authorization before proceeding with the additional work. Any additional out-of-scope work will be performed on a time and materials basis in accordance with hourly rates presented in the attachment to this proposal.

V. BILLING

Invoices will be issued monthly for the duration of the Project. Each invoice will be based on the percentage work completed during the applicable billing period.

If you agree to accept this proposal, please sign and date the attached signature page and return a copy to me. This will serve as Fisher's authorization to proceed with the Scope of Work described herein.

Thank you for providing us with the opportunity to submit this proposal and looking forward to working with the District.

Sincerely,

FISHER ASSOCIATES, P.E., L.S., L.A., D.P.C.

Frank J. Armento, AICP CEP
Planning Studio Manager

Enclosure: Statement of Terms and Conditions

Cc: Paul Meosky, Esq., Hodgson Russ LLP



HOURLY LABOR RATES

Sweet Home Central School District
Erie County, New York

Labor Category	Hourly Rate
Sr. Project Manager	\$215
Planner II	\$130
Planner I	\$110
Sr. Engineer	\$185
Design Engineer	\$130
Engineer	\$120
Sr. Environmental Scientist	\$160
Jr. Scientist	\$105
Administrative Support	\$95

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On behalf of the Sweet Home Central School District, I hereby accept this proposal and the Terms and Conditions enclosed herein.

NAME

DATE

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STATEMENT OF TERMS AND CONDITIONS

Section 1. Services. Fisher Associates, P.E., L.S., L.A., D.P.C. ("FA") shall provide (CLIENT) with the "Services" set forth in the Proposal for Services ("Proposal") under the terms and conditions set forth herein. FA's Services will be performed on behalf of and solely for the exclusive use of CLIENT for the purposes set forth in the Proposal and for no other purpose.

The standard of care for all professional engineering and related services performed or furnished by FA under this Agreement will be the care and skill ordinarily used by members of FA's profession practicing under similar circumstances at the same time and in the same locality. FA makes no warranties, express or implied, under this Agreement or otherwise, in connection with FA's services.

Section 2. Insurance. FA maintains Workers Compensation Insurance with respect to its employees within statutory required amounts. FA also maintains Automobile Liability insurance and General and Professional Liability insurance. Certificates of Insurance evidencing such coverage will be provided to CLIENT upon written request.

CLIENT shall be responsible for all other forms of property, casualty and liability insurance coverage required for the project, and hereby agrees to indemnify and hold FA harmless against all suits, orders, judgments, actions, causes of actions and claims arising as a result of personal injury, death or property damage occurring at the project site or in areas otherwise under the control of the CLIENT.

Section 3. Secured Ownership. The CLIENT acknowledges that it has secured ownership of the property upon which the project will be built or that such ownership and/or access will be secured by the CLIENT.

Section 4. Subconsultants & Subcontractors. FA, with the CLIENT's approval, will engage firms to produce such services as soil borings, laboratory testing and engineering services for which FA does not have necessary capacity in-house. FA prefers that the CLIENT contract for these services directly; if not, FA cannot undertake to guarantee or be responsible for their performance or the accuracy of their results.

Section 5. Construction Observation/On-site Services.

A) General. FA, upon CLIENT's written request, will provide personnel to observe and report to CLIENT on specific aspects or phases of CLIENT's project construction. FA's Observation Services do not include any supervision or direction of work of any contractor or subcontractor, or their respective employees, agents or servants. CLIENT shall notify each contractor or subcontractor that FA's observation services do not include supervision or direction of the work and that neither the presence of FA's field representative nor the services of observation and testing by FA, shall excuse the contractor or any subcontractor from the obligation to correct any defects then or thereafter discovered in the respective contractor's or subcontractor's work. FA will not be responsible for any contractor's, or subcontractor's compliance with the provisions of any contract nor for the observation or supervision of any contractor's, or subcontractor's use of personnel, machinery, equipment, safety precautions or procedures.

B) Site Safety. FA, by entering into an agreement with CLIENT or by performing construction observation services, does not undertake any liability or responsibility for the development, supervision, or enforcement of any job or site safety requirements; nor for any failure of any contractor, subcontractor, or other third person or entity present on the Site to comply with the Occupational Safety and Health Act (Federal OSHA), or with any regulations or standards promulgated thereunder, or with any state, county, or municipal law, regulation, or ordinance of similar import or intent.

Section 6. Documents. All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents, data or information prepared by FA as instruments of Service, shall remain the sole property of FA. All reports and other work prepared by FA for CLIENT shall be utilized solely for the intended purposes and Site described in the Proposal. FA will retain all pertinent documents for a period of three (3) years following the submission of FA's material to CLIENT. Such documents will be available to CLIENT upon request at FA's office during office hours on reasonable notice, and FA will furnish copies to CLIENT for the total cost of reproduction of the same.

Section 7. Opinions of Probable Construction Cost. When the scope of services indicates opinions of probable construction costs are to be provided, FA will prepare opinions of probable construction costs based upon standard engineering practice, drawing from recognized cost estimating standards and experience with previous projects of similar design. CLIENT recognizes that FA has no control over the pricing in the marketplace and that FA is not a construction contractor. Though FA will use diligence in preparing opinions of probable construction cost, it does not warrant or guarantee that CLIENT will obtain these costs at the time of bidding. Additionally, any costs related to re-design of the project subsequent to bidding to lower the project cost would be considered additional services.

Section 8. CLIENT's Duty to Notify FA of Hazards. CLIENT represents and warrants that it will provide FA with any and all information known to or suspected by CLIENT with respect to 1) the existence or possible existence at, on or under the Site of any hazardous materials, or pollutants and 2) to disclose the location and quantity of all previously installed asbestos-containing materials (ACM's) or presumed ACM's in their facilities.

If unanticipated potentially hazardous materials, pollutants or ACM's are encountered during the course of the work, FA shall have the right 1) to suspend its work immediately and 2) to terminate the work described in the Proposal, upon ten (10) days of FA's written notice of intent to terminate, unless FA and CLIENT agree upon a mutually satisfactory amendment to the Proposal that may include a revision of the scope of services, adjustment of budget estimates, revised Terms and Conditions and revised fees. CLIENT shall remain liable for and shall pay all fees and charges incurred under the provisions of the Proposal through the date of termination, notwithstanding CLIENT and FA not having reached a new, mutually satisfactory, revision of their agreement.

Section 9. Release of Stamped Drawings. FA reserves the right to withhold stamped drawings produced for any phase of this project under the terms of this agreement until all invoices billed up to that point in the project have been paid in full.

Section 10. Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and FA agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

Section 11. Limitation of Liability. To the fullest extent permitted by law, the CLIENT agrees to limit FA's liability for CLIENT damages to the amount of FA's fee for this project. The limitation of liability shall exclude liability for consequential damages such as lost profits and loss of use. This limitation shall apply regardless of the cause of action or legal theory asserted.

Section 12. Firm Publicity. FA has the right to photograph the above-named project and to use the photos in the promotion of the professional practice through advertising, public relations, brochures or other marketing materials. Should additional photos be needed in the future, the CLIENT agrees to provide reasonable access to the facility. The CLIENT also agrees to cite the name of FA as Design Engineer in all publicity, presentations, and public relations activities that mention the name of the facility.

Section 13. Controlling Law. This agreement is to be governed by the laws of the State of New York.

Section 14. Successors & Assigns.

- A) CLIENT and FA each is hereby bound and the partners, successors, executors, administrators and legal representatives of the CLIENT and FA (and to the extent permitted by Section 14.B the assigns of the CLIENT and FA) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B) Neither CLIENT nor FA may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated, to maintain regulatory compliance, or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C) Unless expressly provided otherwise in this Agreement:
 - 1) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by the CLIENT or FA to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 - 2) All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive

benefit of the CLIENT and FA and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of Section 14.C shall appear in the Contract Documents.

Section 15. Billing, Payment, and Contract Termination.

CLIENT will pay FA for services performed in accordance with the rates and charges set forth in the Proposal. Invoices for FA's services will be submitted on a monthly basis, or upon completion of services, as indicated in the Proposal. All invoices will be due by CLIENT upon receipt. Invoice balances remaining unpaid for thirty (30) days after invoice date will bear interest from invoice date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month.

FA may terminate this Agreement upon giving the CLIENT 14 calendar days prior written notice for any of the following reasons:

- 1) CLIENT fails to pay any invoice in full within sixty (60) days after invoice date, FA may, at any time, and without waiving any other rights or claims against CLIENT, and without thereby incurring any liability to CLIENT, elect to terminate performance of services upon fourteen (14) calendar days prior written notice by FA to CLIENT.
- 2) Breach by the CLIENT of any material term of this Agreement.
- 3) Material changes in the conditions under which this Agreement was entered into, coupled with the failure of the parties hereto to reach accord on the fees and charges for any Additional Services required because of the changes.

The CLIENT may terminate this Agreement at any time with or without cause upon giving FA 30 calendar days prior written notice. The CLIENT shall within 60 days of termination reimburse FA for all expenses incurred by FA in connection with termination of this Agreement. CLIENT shall pay FA in full for all services rendered by FA to the date of termination of services plus all interest, termination costs and expenses incurred by FA and related to such termination. CLIENT shall be liable to reimburse FA for all fees of any collection agency, which may be based on a percentage at a maximum of 25% of debt, and all costs and expenses of collection, including reasonable attorneys' fees FA incurs for such collection efforts. FA's non-exercise of any rights or remedies, whether specified herein or otherwise provided by law, shall not be deemed a waiver of any such rights or remedies, nor preclude FA from the exercise of such rights or other rights and remedies under this instrument, or at law. Receivables defined in the Scope of Services not completed as of the date of termination will remain property of FA.

Section 16 Severability

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.