



DESIGN AGREEMENT

Treestone Architecture PC
110 West Crooked Hill Road
Pearl River, NY
201.906.9484

November 15, 2021

To: Village of Tuxedo Park
80 Lorillard Road
Tuxedo Park, NY

RE: Wee Wah Beach Club
Master plan design services
77 Wee Wah Road
Tuxedo Park, NY

It was a pleasure speaking with you about the exciting site renovations and potential buildings for the Wee Wah Beach Club. Treestone Architecture and DMS Site Design Landscape Architects are pleased to submit a proposal for the architectural design services you will require for your project. As a collaboration between Treestone and DMS Site Design, we will provide a master plan for landscape and architectural design. While Landscape design will follow through to construction, building design services end after the schematic design phase and may be contracted under a separate agreement. The total project cost shall be \$1,000,000 including these design fees, site and landscape construction.

Description of Project:

- Reconfigure and expand parking area - including a drive around drop off area with seasonal storage lockers.
- Remove concrete wall along lake front and expand beach and beach access
- Design to repurpose the existing concrete diving pier
- Walking paths throughout (dog friendly) with strategically placed seating areas
- Lake-facing Amphitheater design
- Play areas for children
- Boat house with live roof
- New tower structure
- Yoga studio / multipurpose pavilion
- Renovate existing restroom facilities
- Non-native invasive plants eradicated add native plantings (pollinator path)
- Evaluate existing trees for health and safety
- Design and placement of all structures and features to maximize the vistas of the lake and beach area, while screening parking and restroom areas.



As part of the request for proposal a concept design is as shown. This concept is for the purpose of illustrating the potential use of the site while not to be construed as a final design.



Preliminary Design Phase:

The initial step in starting your project is the preliminary design phase where Treestone & DMS Architects will evaluate through available documentation, research and physical investigation, the restrictions imposed by the local municipality, as well as state and federal agencies having jurisdiction over your proposed project. It is during this step you shall be required to supply additional information to the Treestone Architecture. These additional items may include, but not be limited to the following:

- ❖ TreeStone Architecture shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions and boundaries of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All of the information on the survey shall be referenced to a Project benchmark.



It is during this phase that Treestone Architecture & DMS Site Design Landscape Architects will require access to the property (by appointment and permission) to visually survey the property, measure existing structures affected by the proposed project, and photographing the existing site conditions and structures.

Treestone and DMS Architects will then compile this information into existing condition drawings of the site and affected structures. These drawings will then be used in conjunction with subsequent phases of the proposed project.

No presentations are required during this phase; however, telephone meetings and information gathering meetings are customary and are included in the basic service fees.

Preliminary Design Summary:

<i>Fee Structure:</i>	<i>Included in the basic architectural services fees</i>
<i>Description:</i>	<i>Site requirements, Topography, measuring, programming</i>
<i>Owner Responsibilities:</i>	<i>Site access, basic information</i>
<i>Presentation:</i>	<i>None</i>
<i>Deliverables:</i>	<i>Existing conditions Survey with Topography</i>

Schematic Design Phase:

Once the preliminary background work has been completed, Treestone and DMS Architects will commence the Schematic Design Phase. This phase includes the preparation of conceptual sketches of the proposed project for your consideration and review. The drawings are in the form of sketch plans prepared to scale of the site and a sketch drawing of the relevant portions of elevational views. Design presentations shall be made as follows:

- ❖ An initial presentation will be included in the basic service fees
- ❖ Up to two (2) follow-up presentations are included in the basic service fees
- ❖ Additional design requests and presentations beyond the third presentation are billed hourly and in addition to, the basic services

It is during the schematic design phase where design alterations and variations may be made with the most efficiency and require a timely response from the Owner about design initiatives.

Schematic Design Summary:

<i>Fee Structure:</i>	<i>Included in the basic architectural services fees</i>
<i>Description:</i>	<i>Site design for all landscape and buildings.</i>
<i>Owner Responsibilities:</i>	<i>Program information, timely response to design initiatives</i>
<i>Presentations:</i>	<i>Up to two (2)</i>
<i>Deliverables:</i>	<i>Scaled sketch plans, elevations and/or rendering.</i>



Design Development Phase: Contracted upon SD approval

Upon the Village of Tuxedo Parks approval of the Schematic Design presentation, the Architect will commence with the Design Development Phase. Commencement of this phase by the Architect shall constitute the approval of the Schematic Design Phase by the Village of Tuxedo Park.

The Design Development phase is a more detailed evolvement of the Schematic Design Phase and the time when the sketches are converted into a computer-drafted format. During this phase, specific details of the project are developed and resolved. It is also during this phase that other consultants are brought into the process such geotechnical engineer, environmental engineer, etc., to help round out the design intent.

Design Development documents serve to define and describe the scope, relationships, forms, size, character, and appearance of your Project. Materials and quality levels will be determined. Deliverables include documentation consisting of plans, sections, elevations and typical construction details. This phase serves as the preparation for the final Contract Documents used for construction.

It is during this time design development only assumes the continuation of the landscape portion of the project. All buildings scripted out and approved under schematic design shall be considered under a separate contract.

Design presentations during the Design Development Phase shall be made as follows:

- ❖ A 100% completion Presentation: To the Village of Tuxedo Park which includes refined floor plans, refined elevations, refined sections, major details and refined finish materials.

Design Development Summary:

<i>Fee Structure:</i>	<i>Included in the basic architectural services fees</i>
<i>Description:</i>	<i>Detailed computer based drawings</i>
<i>Owner Responsibilities:</i>	<i>Approval of concepts</i>
<i>Presentation:</i>	<i>100% completion</i>
<i>Deliverables:</i>	<i>Scaled design development drawings and BAR Meeting</i>
<i>Owner initiated Changes:</i>	<i>Minor up to 50% included in basic services fees</i> <i>Beyond 50%, additional fees will apply</i>

Contract Documents Phase:

Upon the Village of Tuxedo Park approval of the 100% Design Development phase, The Architect will commence with the Contract Document Phase.

Contract Documents will include the necessary plans, details, specifications and schedules required for municipal approval (to obtain permits) and for the contractors use (to construct the project). These documents will consist of the final working drawings and written specifications outlining in detail the parameters for construction.

Although changes may still be made at the request of the Village of Tuxedo Park during this phase, it is extremely inefficient and highly discouraged. Any changes during this phase will incur project delivery time delays and additional fees in addition to the basic service fees.

Owner's Initials: _____



Contract Documents Summary:

<i>Fee Structure:</i>	<i>Included in the basic architectural services fees</i>
<i>Description:</i>	<i>Final drawings for Contractor bidding</i>
<i>Owner Responsibilities:</i>	<i>Approval of contract documents</i>
<i>Presentation:</i>	<i>One at 50%, one at 100% completion</i>
<i>Deliverables:</i>	<i>Scaled detailed plans and specifications</i>
<i>Owner initiated Changes:</i>	<i>Discouraged. Additional fees will apply</i>

Fees:

The fee structure for the basic architectural services portion of the contract is based upon a fixed fee and has been based on the initial size and scope of your project as outlined in the description of project at the beginning of this contract. **The total architectural services fee for this project will be FORTY THREE THOUSAND FIVE HUNDRED (\$43,500.00).** The following phases will be billed to you incrementally as a percentage of the completed work and are part of the Architect's basic architectural services:

- ❖ *Preliminary Design Phase:* \$ 6,500.00
- ❖ *Schematic Design Phase:* \$17,000.00
- ❖ *Design Development Phase:* \$11,000.00
- ❖ *Construction Document Phase:* \$ 9,000.00

Approved additional services performed by the Architect throughout the later phases shall be billed in addition to the Architect's Basic Architectural Service fees and invoiced at the completion of each phase.

The fee structure for the Contract Procurement Phase, Construction Administration Phase and Post Construction Phase or for work stipulated above as *billed hourly as an additional service* shall be performed at the following rates:

\$ 65.00 per hour	Clerical
\$ 105.00 per hour	Drafting and Design
\$ 200.00 per hour	Architect

Payment:

An initial payment (retainer) of Six Thousand Dollars (\$6,000.00) is required upon the exception of this agreement and shall be credited to the Owner's account at final payment. Thereafter, the remaining sums due shall be made payable upon completion of each phase of the Work as outlined above.

Prompt payment at time of invoice will ensure uninterrupted service in the preparation of presentations and release of documents. No deductions shall be made from Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of the cost of changes in the Work or Work not included by the Contractor other than those for which the Architect has been found to be liable.



Changes in Service or Additional Services:

Changes in the Services, and/or additional services not included in the basic design service fees, to be performed by the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, provided that they are; (a) mutually agreed upon in writing, (b) if required by circumstances beyond the Architect's control, or (c) if the Architect's services are affected as described in the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Changes in Services of the Architect shall entitle the Architect to an adjustment in compensation and to any Reimbursable Expenses which have been incurred. If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

- ❖ Change in the instructions or approvals given by the Village of Tuxedo Park that necessitate revisions in Instruments of Service;
- ❖ Enactment or revision of codes, laws, or regulations, or official interpretations which necessitate changes to previously prepared Instruments of Service;
- ❖ Significant change in the Project including, but not limited to, size/quality;
- ❖ Preparation for and attendance at a public hearing, such as zoning board of adjustment meetings, a dispute resolution proceeding, or a legal proceeding;

Instruments of Service:

Drawings, specifications and other documents, including those in electronic form, prepared by the Architect, are Instruments of Service for use solely with respect to this Project. The Architect shall be deemed the author and owner of his respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for the purpose of constructing, using, and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses for the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven (7) calendar days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using, and maintaining the Project.

Owner's Initials:



If you should have any questions or require any additional clarification of the proposal, please feel free to contact me at your earliest convenience. Thank you for this opportunity, and I look forward to be a part of your exciting project.

Sincerely,

David Schiffer
DMS Site Design LLC

Chris Papaleo, Architect
NY Lic. No. 035207
Treestone Architecture, PC

Accepted by :

Signature: Date: