

September 12, 2025

Hon. David Bucciferro, Mayor
Village of Scotia
4 N. Ten Broeck Street
Scotia, NY 12302

Re: **Village of Scotia**
ESYO Water & Sewer Review
Proposal for Engineering Services

Dear Mayor Bucciferro:

We are pleased to submit this proposal to provide professional engineering technical assistance to the Village of Scotia for review of the Site Plan and water and sewer facilities for the Empire State Youth Orchestra Building located at the end of Mac Arthur Drive. The applicant proposes to connect the existing building to the Village of Scotia's sewer main and Town of Glenville water main (water supplied by the Village). We propose the following scope of engineering services:

A. Base Services

1. Review of the proposed water use and sanitary sewer discharge from the proposed project as provided by Envision Architects or their subconsultants.
2. Comment on the available capacity of the water and low-pressure sanitary sewer systems to handle the increased flow from the project.
3. Review of the Site Plan, Utility Plan and water and sewer details.
4. Provide review and written comments on the initial submission and one (1) subsequent submission/response to comments by the applicant.

B. Fee

We propose that the developer provides an initial escrow amount of **\$3,600.00** for the above work, to be billed monthly on a time & material basis utilizing our 2025 rates. This amount can be provided to the applicant to set up the escrow account to cover the engineering fees. The applicant should be made aware that additional funds may be required if the scope of the project is changed or increased from their initial submission. Conversely, if not all of the anticipated time is used for the review, the applicant may be provided with a refund of unused money.

C. Exceptions and Limitations - none

D. Additional Services

Additional projects and services will be the subject of a mutually agreed and separately executed Change Order. In the event that you request additional routine services that substantively relate to the subject of this Proposal and which in our judgement do not rise to the level of a Change Order or require a new proposal, ("Out-of-Scope Services"), our fees for such services will be based on the time required for the work performed at our

standard rates, plus expenses. All such services will be subject to the terms of this Proposal, including KB Engineering's Standard Terms and Conditions, attached hereto.

E. Access to Client Facilities.

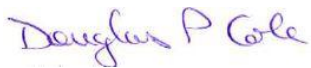
In providing the Services, KB Engineering may from time to time need to test, access, or use the Client's systems, applications, or hardware (collectively, "Client Network"). Client shall provide KB Engineering in advance of the commencement of the affected Services with a copy of Client's safety, security, and facilities policies which are applicable to the use of, and access to, the Client Network and KB Engineering shall use commercially reasonable efforts to abide by such communicated policies as appropriate under the circumstances. If compliance with such policies will prevent or impair KB Engineering from performing the Services or its obligations under this Agreement, the Parties shall work in good faith to develop reasonable exceptions to such policies. If such exceptions cannot be agreed upon, the applicable Statement(s) of Work will be modified to excuse KB Engineering's performance of the affected Services. If KB Engineering's adherence to Client's policies increases KB Engineering's costs of providing the Services, KB Engineering shall notify Client of the foregoing and Client shall pay KB Engineering for the increased costs associated with adherence to such policies.

F. Terms & Conditions

Our work under this Proposal shall be performed in accordance with KB Engineering's Standard Terms and Conditions, attached hereto and hereby incorporated herein and made a part of this Proposal for all purposes as if fully set forth herein.

If you agree with this Proposal, please return an executed copy of this Proposal. If you have any questions, please feel free to contact me.

Sincerely,



Douglas P. Cole, P.E.
Senior Director of Engineering

Enclosure: Standard Terms & Conditions

AGREED TO BY VILLAGE OF SCOTIA:

David Bucciferro, Mayor

DATE: _____

AGREED TO BY KB ENGINEERING &
ARCHITECTURE, PC:



Kumar Buwanendaran, PE – President & CEO

DATE: 9/12/2025 _____

1. General Provisions. These Standard Terms & Conditions ("ST&C"), together with the accompanying proposal, constitute the full and complete Agreement between Jacobi Toombs and KB Engineering & Architecture PC ("KB") and the entity or person to whom the proposal is addressed ("Client") to perform the base services as outlined in the proposal ("Services"). Any services excluded from the proposal shall not be part of the Services unless added per Section 2 of this Agreement. The Client acknowledges receipt of and accepts these ST&C by receiving the proposal. Client agrees that these ST&C shall supersede any Client terms and conditions whenever signed by KB unless the Client provides written notice to KB's authorized representative within five days of the proposal date explicitly rejecting these ST&C. Any purported changes or modifications to these ST&C shall be null and void unless they are initialed and dated adjacent to the purported change or modification by an authorized KB representative. The Client agrees that upon its authorization to proceed to KB, these ST&C shall supersede any subsequent Client terms and conditions signed by KB. KB and Client may be referred to collectively herein as "the Parties," and any of them may be called "a Party." The technical and pricing information in the proposal is confidential and proprietary property of KB. It shall not be disclosed or made available to third parties without the prior express written consent of KB. Unless otherwise specified in the proposal, the proposal fees and schedule constitute KB's best estimate of the charges and time required to complete the project. As the project progresses, site conditions, changes in the law, or other unknown facts or events may necessitate revisions in scope and fee. KB will inform the Client of such situations so that proposal revisions can be accomplished. The parties agree to negotiate such revisions in good faith in accordance with Section 2 of this Agreement.

2. Modification or Amendment to this Agreement.

Additional services may be undertaken at KB's sole discretion. This Agreement may only be changed, amended, supplemented, superseded, or waived if both parties specifically agree in writing to such amendment before the effective date.

3. Independent Contractor. KB is an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, or establish an employer/employee or principal/agent

relationship between KB and Client or its subcontractors or consultants. Client agrees that KB has been engaged to provide professional services only, and that KB does not owe a fiduciary duty or responsibility to Client. There are no intended third-party beneficiaries to this Agreement.

4. Standard of Care. KB's Services will be performed in accordance with generally accepted practices and ordinary skill and care of architects, engineers, scientists, and/or technical professionals providing similar services at the same time, in the same locale, and under like circumstances ("Standard of Care"). Nothing in this Agreement, the Client's terms and conditions or any other document will require a level of performance higher than this Standard of Care. No other warranty of any kind (including but not limited to fit for purpose and free from defect type warranties), whether express or implied, at common law or created by statute, is extended, made, or intended by the performance of KB's Services under the Agreement for this project.

5. Invoicing and Payment. KB fees are quoted for the present calendar year of the proposal and will be subject to escalation on January 1st each year thereafter as determined by KB in its sole discretion. The Client shall pay KB according to the rates and charges outlined in the proposal. Invoices are net cash, due and payable upon receipt, but no later than thirty (30) days from the invoice date. Full payment of all invoices will be due before the release of any Work Product. Payment shall not be subject to any withholding or retention except for disputed fees. In writing, the Client shall notify KB of any disputed fees within seven (7) days from the invoice date, give reasons for the objection, and promptly pay the undisputed fees. If the Client fails to make any payment due to KB for Services and expenses within thirty (30) days after receipt of KB's invoice, the fees due KB will be increased at the rate of 1.5% per month from said thirtieth day. In addition, KB may suspend Services under this Agreement upon written notice to Client for any breach of this Agreement, including nonpayment of KB's fees. In the event of a suspension of Services, KB shall have no liability or responsibility to the Client for delay or damage caused to the Client because of such suspension of Services. Upon suspension, Client shall pay all undisputed fees before KB continues any performance of Services or delivery of any

deliverables. The Client shall pay KB any fees or expenditures incurred to suspend and restart Services. If KB employs the services of any attorney or collection agency to collect any sums due hereunder or to enforce any terms contained herein. In that case, Client agrees to pay KB for its staff time to collect payment, collection agency fees, reasonable attorney's fees, and court costs incurred by KB to collect outstanding fees.

6. Client Scope Changes and Delays. Singular or aggregate Client scope changes in the design or Client delays to the design may result in additional fees and schedule relief. The Client agrees that changes and modifications to the design after thirty percent (30%) design completion may result in additional fees and schedule relief. Any fee and schedule changes shall be made per Section 2 of this Agreement.

7. Right of Entry. The Client shall be responsible for obtaining all legal right-of-entry and associated costs on properties required by the project.

8. Reliance. KB shall be entitled to rely, without limitation or liability, on the accuracy and completeness of any and all information provided by Client, Client's employees, representatives, agents, independent contractors, construction managers, consultants and contractors, and information from public records, without the need for KB's independent verification unless required by the Standard of Care. Client agrees to indemnify, defend, and hold harmless KB to the fullest extent permitted by law for any claims, losses, or damages allegedly suffered by KB or others due to KB's reliance on such information contemplated under this Section.

9. Regulatory Permits. KB does not represent or guarantee that any permit or approval will be issued by any governmental body, given the complexity and frequent changes in applicable rules, regulations, and interpretations by authorities. The fees and corresponding scope of Services have been formulated based upon existing regulatory codes, ordinances, and procedures known to KB on the date of proposal preparation. If subsequent regulatory changes require revisions to Services completed or an increased level of effort, compensation for these additional services shall be provided in accordance with Section 2 herein. This Agreement does not include application fees required by any regulatory

agency. We ask that the Client furnish the appropriate fee when applications are submitted. Permits may contain a requirement for public noticing. Any publishing and associated fees shall be the responsibility of the permittee (Client). Permits may be conditioned upon the Engineer of Record inspection and certification of construction. If such a condition is imposed, progress and final inspections must be provided by KB. Compensation for this additional work shall be provided by Section 2 herein.

10. Insurance. KB will maintain workers' compensation insurance as required under the state's laws in which the Services will be performed. KB agrees to provide at its own expense, Comprehensive General Liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; Professional Liability insurance for \$1,000,000 per claim and \$2,000,000 in the aggregate covering negligent performance of Services; Automobile Liability insurance with a combined single of \$1,000,000 per occurrence; and will, upon request, furnish certificates of insurance to Client reflecting KB's standard coverages and providing thirty (30) days prior written notice in the event of cancellation in coverage.

11. Confidentiality. KB will hold confidential all business and technical information obtained from Client or generated in performing Services under this Agreement, except to the extent required for: (1) performance of Services under this Agreement; (2) compliance with professional standards of conduct; (3) the preservation of the public safety, health, and welfare; (4) compliance with any court order, statute, law, or governmental directive; and/or (5) protection of KB against claims or liabilities arising from the performance of Services under this Agreement. KB's obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.

12. Work Product. Upon Client's payment of all fees due and owing KB, ownership of KB's final deliverables, drawings, specifications and other documents and electronic data furnished by KB under this Agreement ("Work Product") shall pass to Client subject to the following limitations: Client acknowledges and agrees that: (i) KB's Work Product is not intended or represented to be suitable for use on the Project unless completed and signed by KB's

authorized representative; (ii) Work Product marked with words such as not for construction, permitting plans, or marked with any similar statement is not suitable for construction and Client may not rely on this Work Product for construction purposes and does so at its own risk; (iii) regardless of any state or local law or regulation, Client agrees that KB shall no longer be the Engineer or Architect of Record, and shall have no liability whatsoever, for KB's Work Product, obtained without KB's permission, from any public record, or by the Client in accordance with this section, provided to a third party for use on the Project or any other project; (iv) KB's Work Product is not intended for use or reuse by Client or others for additions or alterations to the Project or any other project without prior written authorization (including completion, verification and adaption) by KB; (v) any such use, reuse or modification of KB's Work Product will be at Client's and others sole risk and without liability or legal exposure to KB; (vi) Client shall indemnify, defend and hold harmless KB and its owners and employees from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from any such use, reuse or modification of KB's Work Product; and (vii) Client shall grant to KB an irrevocable, perpetual, fully paid-up right and license to use, exploit, manufacture, distribute, copy, adapt and display the Work Product, including any enhancements thereof. Any opinions rendered by KB pursuant to this Agreement or in Work Product are for the sole and exclusive use of Client, and are not intended for the use of, or reliance upon, by any third parties without the prior written approval of KB.

13. Termination of Services and Agreement.

Either Party may terminate this Agreement upon ten (10) days' written notice to the other Party. Whether Client or KB terminates this Agreement, the Client agrees to compensate KB for all Service fees and additional services agreed hereunder, performed, and commitments made before the termination, together with reimbursable expenses, including those of subcontractors, subconsultants, and vendors.

14. Indemnification. Subjection to Section 19 of this Agreement, KB shall indemnify and hold the Client harmless from any loss or damage to the proportionate extent caused by KB's negligent performance of services under this Agreement. The Client shall indemnify and hold KB harmless from any

loss or damage caused by the Client's acts or omissions.

15. Mutual Waiver of Consequential Damages. In no event shall either Party be liable to the other, whether in contract, tort, or any other cause whatsoever, for any consequential, liquidated damages, special, incidental, indirect, punitive, or exemplary damages, and the Parties release each other from any such liability.

16. Design Services During Construction (DSDC).

If KB provides DSDC during the construction phase of the project, it is understood that the purpose of such Services, including project site visits, will be to determine, in general, if construction is proceeding in a manner indicating that the completed work of others will generally conform to the contract documents. KB shall not, during such visits or as a result of observations of construction, supervise, direct, or have control over others' work nor shall KB have authority over, or responsibility for, the means, methods, sequences or procedures of construction selected by others or safety precautions and programs incidental to the work of others or for any failure of others to comply with laws, rules, regulations, ordinances, codes or orders applicable to others furnishing and performing their work. KB does not guarantee the performance of the construction work or contract by others and does not assume responsibility for others' failure to furnish and perform their work. If KB's DSDC includes shop drawing review or requests for information as outlined in KB's Services, KB will review (or take other appropriate action concerning) shop drawings, samples, and other data that KB's Services require KB to review, but only for conformance with KB's design concept of the project and compliance with the information outlined in contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences, or procedures of manufacture (including the design of manufactured products), construction, or safety precautions and programs incident thereto. KB's review or other actions shall not constitute approval of construction, an assembly or product of which an item is a component, nor shall it relieve others of (a) their obligations regarding review and approval of any such submittals, and (b) their exclusive responsibility for the means, methods, sequences and procedures of constructions, including safety of construction. If

DSDC is not included in the Services, and the Client requests DSDC from KB, Client and KB shall execute a written amendment per Section 2 of this Agreement.

17. Certifications. KB shall not be required to sign any documents, no matter by whom requested, including for the Client to obtain financing, that would result in KB's having to exceed the Standard of Care, or provide certification, a guarantee, or a warranty that a contractor or third party's work on the project conforms to the contract documents, or agree to terms that conflict with these ST&C.

18. Opinion of Possible Costs. When required as part of its scope of Services outlined in its proposal, KB will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of possible cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by KB hereunder will be made based on KB's experience and qualifications. They will represent KB's judgment per the Standard of Care. Except to the extent directly caused by a breach of the Standard of Care, KB is not responsible for and has no liability for quantity variances. The Client will not seek reimbursement from KB for costs arising from or related to such variances. Client acknowledges and agrees that: (i) the interim Work Product prepared and delivered by KB for the project are preliminary, not fully detailed, subject to change, and not ready for construction; (ii) Client is responsible for pricing assumptions and quantity take-offs; and (iii) KB does not guarantee or warrant that its designs can be constructed within a lump sum price, GMP, contract budget, or other estimated or bid value.

19. Risk Allocations. Client and KB have discussed the project's risks, rewards, anticipated outcome, and an estimated total fee for KB's scope of Services and fully agree to the following risk allocations. To the fullest extent permitted by law, KB's total liability to Client (including anyone claiming by or through Client) for damages of any nature shall not exceed, in the aggregate, fifty thousand dollars, whether in contract, tort, or any other cause.

20. Force Majeure. If either party is prevented, hindered, or delayed in performing any of its obligations hereunder because of a Force Majeure occurrence, such party shall notify the other party, in

writing, of the occurrence of such an event and the circumstances thereof within five (5) days after the occurrence of such an event. The civil code or common law in the jurisdiction where the project is located shall define Force Majeure. To the extent that a party's performance of its obligations hereunder is prevented, hindered or delayed by an event of Force Majeure and to the extent that notice has been given to the other party, such party shall be excused as of the date of occurrence of the event of Force Majeure from the performance or punctual performance of its obligations hereunder for so long as the relevant event of Force Majeure continues.

21. Certificate of Merit: Client shall make no claim (whether directly or in the form of a third-party claim) against KB unless Client shall have first provided KB with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such a certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to KB thirty (30) days before the institution of such judicial proceedings.

22. Dispute Resolution. If a dispute arises out of this Agreement or a breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved by negotiation, before initiating legal proceedings, Client and KB agree to submit to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will share equally in their costs, and neither party will commence a civil action until after the completion of the initial mediation session. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law. The Client agrees that any claim against KB shall be brought within one (1) year from the date of KB's final invoice, regardless of any applicable statute of repose or statute of limitation.

23. Precedence. These ST&C shall take precedence over and supersede any Client counterproposal,

contract, purchase order, requisition, notice to proceed, or similar or like document.

24. Severability. If any of these ST&C are finally determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these ST&C to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

25. Survival. These ST&C shall survive the completion of KB's Services on the project, the suspension or termination of Services for any cause, and shall remain in full force and effect until KB is paid in full for all fees due hereunder.

26. Governing Law. This Agreement will be governed by and construed in accordance with the substantive laws of the state where the project is located, without regard to conflict of laws. All disputes arising under or relating to this Agreement shall be brought and resolved solely and exclusively in the state where the project is located. If Client commences any legal action in connection with this Agreement, and KB prevails in such action, KB shall be entitled to recover, in addition to court costs, the amount of its attorneys' fees arising out of or related to the legal action, including consultant and expert's fees.

27. Assignment. This Agreement is not assignable by Client to any third party without the express prior written consent of KB. KB may assign this contract to any affiliate, subsidiary, or, in case of an acquisition or merger, the buyer.

28. No AI Training. The client may not use KB's Work Product, related documents, or data to train any artificial intelligence, machine learning, large language models, or other similar networks, algorithms, or systems.

29. Construction Means, Methods, and Safety. KB is not responsible for selecting, supervising, directing, controlling, or otherwise being in charge of the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs, or for the failure of Client, its contractor, engineers, architect, subcontractors, or other materialmen or service providers not engaged

by KB to perform and complete construction of the project per the contract documents.

31. Compliance with Laws. In the event that standards of practice or legal requirements change during the project, KB shall promptly notify the Client of such changes and any additional costs that this may create, both in the Project cost itself and the compensation due to KB.

32. Headings. Section or paragraph headings included herein are for convenience of reference only and shall not modify, define, expand, or limit any of the terms or provisions hereof.