

AGREEMENT FOR PROFESSIONAL SERVICES

November 18, 2025

Vargas Associates, Inc. is pleased to provide Brockport Seymour Library, located at 161 East Ave, Brockport, NY 14420 with this proposal for Space Utilization Consulting Services.

Our work under this proposal will commence upon signed contract and will be completed within 6 weeks. We will interface with Don Pophal and Patrick Pittman who have been identified as our assigned project contacts. We will rely on his direction throughout the project as we provide services as outlined below:

Children's area \$9,980.00

- ☒ Conduct on-site field measuring and inventory existing configuration
- ☒ Meet with key staff to discuss current work/play zones and confirm desired outcomes
- ☒ Create new AutoCAD / Revit file
- ☒ Select FF&E for the space
- ☒ Provide 2D schematic level re-design of the space (2 options)
- ☒ Meet to review schematic design, and furniture options
- ☒ Make one revision to the selected option
- ☒ Create 3D renderings of the space
- ☒ Create milestone schedule for implementation and review next steps
- ☒ Provide ballpark estimate for selected design
- ☒ Meet virtually to review renderings, milestone schedule and ballpark estimate

Teen Area \$2,420.00

- ☒ Conduct site visit to field measure the teen area
- ☒ Meet with key staff to discuss future vision of maker space
- ☒ Create conceptual designs for a maker space within the existing teen area footprint (2 options)
- ☒ Meet to review schematic design, furniture options
- ☒ Make one revision to the selected option
- ☒ Provide ballpark estimate and milestone schedule for implementation
- ☒ Meet virtually to review renderings, milestone schedule and ballpark estimate

Meeting Space \$1,450.00

- ☒ Conduct site visit to field measure the open seating area
- ☒ Identify modular meeting space options
- ☒ Provide layout showing modular meeting spaces within the floor plan
- ☒ Meet to review meeting room layout
- ☒ Provide ballpark estimate and milestone schedule for implementation
- ☒ Meet virtually to review layout, ballpark estimate and milestone schedule for implementation

The following services have not been included

- Field measuring of the entire building is not included in order to meet budget goals
- Design Development / Construction Documents
- Construction Administration
- Procurement support for the purchase of new furniture
- Delivery Coordination / IT / Audio Visual

Assumptions

- One combined in-person meeting and two combined virtual meetings have been included for the coordination of all spaces noted above
- Finish selection and specifications may be generic
- Pricing for the Teen Area and Meeting Space is cumulative and dependent on the work associated with the Children's Area
- Vargas Associates Inc. may rely on the decisions and direction provided by the assigned contacts.
- Vargas Associates will not be required to purchase services or materials, except in the case of an emergency and in such a case, expenses incurred will be reimbursable to Vargas Associates Inc.

Fees and Billing

The fee for the above scope of work shall be **\$13,850.00 (THIRTEEN THOUSAND EIGHT HUNDRED FIFTY DOLLARS)**. As required by New York State, sales tax of 8% will be charged for the portion of our time associated with Interior Design Services unless a tax exempt certificate is provided.

Invoices will be issued monthly and will be sent to Don Pophal. Terms are net 15 days. Payments received after thirty days shall be subject to a late fee of 1 ½% per month of the balance due. Customer requests extending beyond the services or timeframe indicated above will result in the need for the customer to agree to additional funding.

Terms and Conditions

Solicitation of employees of Vargas Associates is strictly forbidden. The client agrees that all members of the client's organization will refrain from any direct or indirect attempt to hire our staff for the term of this agreement and for a period of 18 months thereafter.

Reimbursable expenses will be billed in addition to the fee noted above. They include expenses incurred by Vargas Associates, Inc. on behalf of the client or for the delivery of the project. These typically include over-night travel, any living expenses associated with this travel, reproduction of project binders or other bound materials, postage, and shipping of documentation.

When preparing cost estimates to our clients, Vargas Associates, Inc. will use our best judgment as facilities professionals to prepare this information. The client agrees that we have no control over price fluctuations associated with physical labor, materials, furnishings, or equipment. In addition, we cannot be held liable for the lack of performance by other vendors and contractors.

Electronic tools and documentation designed by Vargas Associates, Inc. prior to engagement of this agreement and for the purposes of administering services to the client are and will continue to be the property of Vargas Associates, Inc. The client may retain copies of these tools and documents, but shall not use them in conjunction with other projects unless they have secured permission in writing and provided appropriate compensation to Vargas Associates, Inc.



In the event that legal services are employed to collect any outstanding bills or project expenses, including reasonable attorney's fees, these costs shall be paid by the client.

Client agrees that Vargas Associates, Inc. may photograph portions of the project for use in future marketing materials. Advanced permission will be secured, and we will be accompanied by a representative of the client while photographing.

The services and costs outlined in this document are considered confidential information and not to be shared with a third party. Changes to this agreement must be in writing, signed by both parties.

Based on completed signatures below, work will proceed as defined in this document.

Vargas Associates, Inc.

By:

Christine M. Vargas,
President
Vargas Associates

Date

Don Pophal
Board of Directors
Brockport Seymour Library

Date