

June 27, 2022

Mr. James Gana  
Director of Facilities and Operations  
Vestal Central School District  
201 Main Street  
Vestal, New York 13850

RE: **Proposal to Provide Professional Architectural and Engineering Services for:  
Vestal CSD 2022 Capital Outlay Project – Vestal Hills Chiller Replacement  
Delta Project No: 2022.250.005**

Dear Mr. Gana:

Delta Engineers, Architects, Land Surveyors, & Landscape Architects, DPC (Delta) appreciates the opportunity to submit this proposal to provide architectural and engineering services as discussed on based on our conversations and emails through June 14, 2022 and the four attached scope documents.

## **1.0 PROJECT DESCRIPTION**

- 1.1 The project will be located at the Vestal CSD Vestal Hills Elementary School, 709 Country Club Rd #3911, Vestal, NY 13850.
- 1.2 At the Vestal Hills building, the project will replace the existing basement located and unreliable duplex Multistack HVAC chiller and related equipment.
- 1.3 The need to replace the related (2) existing roof mounted air-cooled condensing will be determine later as part of the project.
- 1.4 To the best of our knowledge, systems shall comply with the latest version of the following codes:
  - 1.4.1 2020 Building Code of New York State
  - 1.4.2 2020 Energy Conservation Construction Code of New York State
  - 1.4.3 2020 Existing Building Code of New York State
  - 1.4.4 2020 Fire Code of New York State
  - 1.4.5 2020 Mechanical Code of New York State
- 1.5 To the best of our knowledge, systems shall comply with the latest version of the following referenced standards:
  - 1.5.1 Local Zoning
  - 1.5.2 NFPA 70 – 2017 National Electrical Code
  - 1.5.3 NYSED Manual of Planning Standards - 1998
- 1.6 The anticipated construction budget is \$79,500.

1.7 No sub-consultants are anticipated to be used on this project.

## **2.0 SCOPE OF SERVICES**

### **2.1 Project Administration**

2.2 NYSED Submission – Develop and submit Letter of Intent to NYSED for assignment of NYSED project control numbers.

2.3 Project Submissions – Developed to review the progress of the project design. Design submissions shall include the following:

2.3.1 NYSED Submission and Construction Documents submission – 100%

- To: Vestal CSD.
- To: NYSED

2.4 Project Management – Supervision to coordinate the different trade aspect of the design and any required MBE and WBE sub consultants.

2.5 Project Quality Control – Review of the documents for each submission for coordination and constructability.

2.6 Document Management – Develop, maintain, coordinate and updated AutoCAD/Revit drawing bases as required to support building system design. Implementation of architectural changes in the building configuration during the design process.

2.7 Contractual Documentation – Develop the non-technical specifications (Division 0), and (Division 1), specifications. Alternately, if cooperative purchasing (COOP) is utilized, Delta will develop detailed contractual agreement. Develop work scope technical narrative to support bid advertisement documents to be prepared by Vestal CSD.

### **2.8 NYSED Submission and Construction Documents – (100%)**

2.8.1 Construction Document Services for HVAC only.

2.8.2 Review Package

- Develop and submit project manual and drawings for coordination and construction review.
- Submit review package to Vestal CSD.
- Respond to review comments by Vesta CSD incorporate same into project documents as applicable.

2.8.3 NYSED Submission – Develop and submit project Construction Documents (drawings and project manual) to NYSED for final approval of plans and specifications.

2.8.4 Response to NYSED review comments and incorporate same into project documents.

**2.9 Issued For Bid**

2.9.1 Issued For Bid Stamped documents for HVAC only.

**2.10 Construction Administration – Office**

2.10.1 General Administration.

2.10.2 Contractors Payments Certification.

2.10.3 Submittal Review: Product data, samples, certifications, reports, shop drawings, etc. as requested in the technical specifications.

2.10.4 Changes In The Work Review.

**2.11 Construction Administration – Field**

2.11.1 Pre-Construction Meeting.

2.11.2 Construction Meetings.

2.11.3 Request for Information Replies.

2.11.4 Evaluation of the Work.

2.11.5 Project Deficiency List Development.

**2.12 Contract Closeout/Record Drawings**

2.12.1 The contractor shall provide As-Build drawings which will be reviewed by Delta.

2.12.2 NYSED Submission – Develop and submit as-built drawings and final Certificate of Substantial Completion to close out the project.

**3.0 TIME SCHEDULE**

3.1 We anticipate completion of the design services in sections 2.1 – 2.8 in three (3) months from receipt of this signed proposal. Completion of section 2.9 shall be dependent of NYSED review. The design and construction administration services in sections 2.10 – 2.12 will be complete pursuant to the final SED review, approval and construction schedule.

3.2 If the services covered by this proposal have not been completed within this time, through no fault of Delta, a time extension to complete our services may be renegotiated.

3.3 The current planned project scheduled is as follows:

	2022	2023	
Design PO	August-1		
SED LOI Submission	August-1		
Final Design & SED Submission(s)	November-1		Sooner if possible
SED Approval		January-1	Sooner if possible
Bids		February-1	Sooner if possible
Construction Start		March-1	Sooner if possible
Construction Complete		June-30	Hard finish date

**4.0 PROPOSAL ASSUMPTIONS**

4.1 Delta will utilize Building Information Modeling (BIM) Data, including the compilation of Revit models, during the development of this project.

4.2 The BIM Data is only a coordination and information management tool for Delta and Delta's design team. The BIM Data does not modify or supplement the Contract Documents in any way.

4.3 The comprehensiveness of Revit Model(s) shall be based upon the Level of Development (LOD) listed and described below, based on the American Institute of Architects (AIA) Document AIA G202-2013. Client understands that this LOD is not easily modified following commencement of the project, and in all cases a requested change after project commencement will require additional development time and compensation for Delta.

4.4 LOD 300: The Model Element is graphically represented within the Model as a specific system, object or assembly in terms of quantity, size, shape, location, and orientation but does not satisfy the requirements for LOD 350. Non-graphic information (text, labels, or other non-geometric data) is also attached to the Model Element. For LOD 300 this would include basic labels and generic model names where applicable, e.g. 'Ceramic Tile', 'Hot Water VAV', etc.

4.5 Delta has no obligation to transmit, share or provide any third party (including contractors, suppliers, other designers, or Client's representatives) with BIM Data prior to such third party's execution of a Digital Data Transfer Agreement provided by Delta.

4.6 If Revit model(s) are to be delivered to Client, Client understands that Delta's model(s) will be Design Intent Model(s), and as such cannot be used for fabrication purposes.

4.7 Reproduction of the Contract and Bidding Documents shall be by Owner.

- 4.8 All permits are the responsibility of the Owner.
- 4.9 The Owner will provide reproduction of the project manual and drawings. Delta will provide one reproducible set of the project manual, technical specifications, and drawings in PDF format.
- 4.10 Drawing Assumptions
- Owner shall provide existing building drawings showing the floor plans.
  - Owner shall provide AutoCAD bases.
  - If existing AutoCAD base drawings are not available, the existing facility drawings shall be scanned to vector to create electronic AutoCAD drawings. These base drawings will be verified for general conformance with limited detail.
  - Owner drawings of the building system shall be made available.
  - Construction Drawings shall use symbols and key notes to identify the replacement work scope. Drawings will not show the existing systems in detail. (i.e. designate sprinkler head replacement by showing locations of heads with no piping. Typical for compressor replacement, alarm check valve replacement, fire department connection, etc.)
- 4.11 Delta shall have access to the buildings to perform necessary fieldwork on such days and at such times when school is not in session.
- 4.12 Given the nature of this project, the potential exists for unforeseen conditions to emerge during the initial reconstruction work performed by the contractor. Should this occur, Delta will assess these conditions and modify the construction documents accordingly, as an additional service.
- 4.13 The existing equipment shall be field verified. The utilities of the existing accessible equipment to be relocated shall be field verified by Delta.
- 4.14 The location and size of readily accessible mechanical, electrical, and structural systems may be field measured if existing plans are not available. The measurements shall not be precise and therefore must be verified during construction. Details such as fittings and joints will not be located.
- 4.15 Existing electrical and mechanical systems shall be readily accessible conduits, panels, piping, ductwork, air handlers, etc. may be compared to the existing building drawings for accuracy.
- 4.16 Exposed equipment, pipes conduits, etc. that require scaffolding to access these items will not be field verified.
- 4.17 When data is not available, the Architect / Engineer shall use their Professional Judgment.
- 4.18 At this time, it is assumed that Geotech investigation will not be required.
- 4.19 Delta is not responsible for checking or verifying the validity or accuracy of information sent to us from other sources such as other engineer/architect of record, Owner's representative, contract drawings, geometry drawings, and coordination drawings unless stated specifically in the scope of work.

- 4.20 Document progress at submission – A blended progress over all trades.
  - NYSED SUBMISSION AND CONSTRUCTION DOCUMENTS (CD-100%)
    - Mechanical Trade Documents            100% complete
- 4.21 Building heating and cooling load calculation shall be developed based on standard industry practice. All internal load requirements relating to building equipment, process equipment, system process and other building heating and cooling requirements to support the Owner operation shall be provided by the Owner prior to the 30% schematic design evaluation.
- 4.22 Energy Modeling is not part of the Scope of Services.
- 4.23 Detailed Cost Opinion will not be required for the project.
- 4.24 It will be assumed that State Environmental Review Act (SEQRA) form will be necessary for the project and Delta will support the application assuming the Vestal CSD will be the lead agency.
- 4.25 Testing for asbestos, lead paint, PCB's and other materials are included in this proposal. Lab analysis fees associated with this work shall be a reimbursable expense in addition to the agreed to fee.
- 4.26 Owner make provisions to have specific structural members in question exposed to allow for adequate inspection.
- 4.27 Temporary shoring for construction of existing structure for foundation/structure is not within the scope of services.
- 4.28 Intrusive investigations (demolition) to expose concealed elements are not included.
- 4.29 Architectural features will match existing where possible.
- 4.30 Control System – Delta to provide conceptual control design. Detailed design to be provided by the controls manufacturer and/or P&J.
- 4.31 Commissioning Agent and commissioning services will be contracted directly by the Vestal CSD as applicable.
- 4.32 NYSED Submission and 100% CD's – Complete drawings and specifications to be provided, except that minor details may be missing. Specifications to include all Front-End Division 00 and Division 01 Documents, including the General Conditions, General Requirements, Supplemental General Requirements, Trade Payment Breakdown, Wage Rates, and all additional documents and forms organized to resemble the Bid Documents.
- 4.33 Issued for Bid/Procurement – Complete drawings and specifications to be provided. The Project Manual to include all General Conditions, General Requirements, Supplemental General Requirements, Trade Payment Breakdown, Wage Rates, and all additional documents and forms, ready for printing.

- 4.34 Items included in addendum under the base agreement shall be limited to contractor questions that require a formal response.
- 4.35 Implementation of any addendum items resulting in a change of the project scope shall be billed according with Delta's attached hourly rate schedule.

## **5.0 EXCLUSIONS**

- 5.1 Unless specifically identified under Part 2.0 Project Scope, all other services have been excluded.
- 5.2 Order of Magnitude and Detailed Cost Opinion is not included.
- 5.3 Detailed Control System design to be provided by Vestal CSD and P&J.
- 5.4 Commissioning Agent and commissioning services will be contracted directly by the Vestal CSD as applicable.

## **6.0 DELIVERABLES**

- 6.1 NYSED Submission – Letter of Intent
- 6.2 NYSED Submission – Construction Documents (drawings and project manual)
- PDF drawings 24"x36" and project manual stamped by a New York State licensed professional engineer
  - Review response documents
- 6.3 Issued For Bid/Procurement Documents
- PDF drawings 24"x36" and project manual stamped by a New York State licensed professional engineer
  - Three (3) sets of bid drawings
  - Three (3) copies of 100% project manual
- 6.4 Provide the above items electronically through e-mail or a project Download Link.

## **7.0 COMPENSATION**

Delta proposes to provide the above-described services for a lump sum fixed fee of \$20,000.

## **8.0 EXPENSES**

Reimbursable Expenses associated with Client requests, travel, postage, mileage, progress prints, contract deliverables, etc. will be invoiced at cost in addition to the fixed fee.

All claims for reimbursable expenses shall be submitted to the Client in auditable form. The claim must include the date of service, the name of the Delta staff member incurring the reimbursable expense, and a description of the expense, including the actual dollar amount. Mileage claims must include the point of beginning and the point of ending. Receipts must be attached to any claim for reimbursable expenses, except mileage claims. Any submission for reimbursable expenses which is not in auditable form will not be paid

A budget of \$ 500 shall be established based on the following anticipated Actual Expenditures (AE):

Travel (1)	\$ none	AE
Postage/Delivery (2)	\$ none	AE
Miscellaneous Expenditures (3)	\$ 100	AE
Reproduction (4)	\$ 400	AE
<u>Environment (5)</u>	<u>\$ none</u>	<u>AE</u>
Total Reimbursable:	\$ 500	AE

(1) Travel expenses shall be submitted based on the current IRS/GSA limits. Amount for these expenses will reflect the actual amount incurred and invoiced accordingly. The budget amount shall be adjusted as required to reflect the actual expenditures.

(2) Postage/Delivery expenses shall be submitted based on the invoices received from mail and delivery services accordingly. The budget amount shall be adjusted as required to reflect the actual expenditures.

(3) Miscellaneous reimbursable expenses shall be submitted based on required to complete the work scope and invoiced accordingly. The budget amount shall be adjusted as required to reflect the actual expenditures.

(4) Reproduction expenses shall be based on the invoices received from the printer and invoiced accordingly. The budget amount shall be adjusted as required to reflect the actual expenditures.

(5) Environmental Lab services shall be based on the consultants and lab invoices if completed by Delta and invoiced accordingly. The budget amount shall be adjusted as required to reflect the actual expenditures.

**9.0 ADDITIONAL SUPPLEMENTAL SERVICE REQUESTS**

If work on this project is believed by Delta to be beyond, or in addition to, the Scope of Services, we will notify you immediately.

Upon your written approval Delta will proceed with this additional supplemental service.

Invoice shall be amended to include the agreed cost of the additional supplement services based on a Lump Sum or Hourly time expended at our current hourly rates.



## **10.0 AGREEMENT TERMS**

This project will be billed monthly on a percent complete basis, with the invoiced amount representing the actual amount of work completed.

If the services covered by this proposal have not been completed within the scheduled time, through reasons beyond the control of Delta, the anticipated completion date and/or the proposed compensation may be renegotiated.

If the above conditions are acceptable this proposal can become contractual by signing and dating below. The Terms and Conditions on the enclosed Exhibit A are incorporated and made a part of this Agreement.

Please return one signed copy of this Agreement to our office to serve as your authorization for us to proceed on this work. This proposal is valid for thirty (30) days from the date of this letter.

Thank you for your consideration of this proposal. Please contact me at 607-727-4300 or Rick Sanguinito at 607-231-6605 if you have any questions or comments.

Respectfully,

**DELTA ENGINEERS, ARCHITECTS, LAND SURVEYORS, & LANDSCAPE ARCHITECTS, DPC**



Peter Beylo  
Project Manager

Enc. (4)

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Signature Printed or Typed

Title: \_\_\_\_\_

## EXHIBIT A – Terms and Conditions

**Indemnification:** Delta Engineers, Architects, Land Surveyors, & Landscape Architects, DPC (Delta) agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, but only to the extent caused by negligent performance of professional services under this Agreement by Delta and that of its subconsultants, or anyone for whom Delta is legally responsible, that results in bodily injury, property damage or loss of use. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Delta, its officers, directors, employees and subconsultants (collectively, Delta) against all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, but only to the extent caused by negligent acts in connection with the Project by the Client and the acts of the Client's contractors, subcontractors or consultants or anyone for whom the Client is legally responsible, that result in bodily injury, property damage or loss of use. Neither the Client nor Delta shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

**Limitation of Liability:** In recognition of the relative risks and benefits of the Project to both the Client and Delta, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Delta to the Client for any and all claims, losses, costs, including attorney's fees and costs and expert-witness fees and costs, or damages whatsoever arising out of, resulting from, or in any way related to this Project or Contract, from any cause or causes, so that the total aggregate liability of Delta to the Client shall not exceed **\$1,000,000**. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**Termination of Services:** This agreement may be terminated upon 5 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay Delta for all services rendered to the date of termination, **but no other costs.**

**Dispute Resolution:** **Any claim or dispute between the Client and Delta shall be litigated in Court of competent jurisdiction in Broome County, New York**

**Accuracy of Client Documents:** **DELETED**

**Ownership of Documents:** All documents prepared or furnished by Delta pursuant to this Agreement are instruments of Delta's professional service, and Delta shall retain an ownership and property interest therein. Delta grants Client an **unrestricted and irrevocable** license to use the instruments of professional **for the Client's own needs**. Reuse or modification of any such documents by Client, without Delta's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Delta harmless from all claims, damages and expenses, including attorney's fees, arising out of unauthorized reuse by Client or by others acting through Client. Should this agreement be terminated by either party, Client's failure to pay for all services rendered to the date of termination will result in the license to use the instruments of professional service also terminating.

**Estimates of Construction Cost:** Because Delta does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Delta cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. Delta's services required to bring costs within any limitation established by the Client, and/or to re-bid the project, will be paid for as Additional Services. **Notwithstanding any language to the contrary, Delta acknowledges that Client is a public school district, and the cost cannot exceed the amount approved by the voters. If the bids come back in excess of any amount approved by the voters, Delta shall provide suggestions to bring costs within the amount provided by the voters at no additional cost.**

**Use of Electronic Media:** Documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) and/or non-editable .pdf copies that are signed and sealed by Delta. Files in electronic media format other than non-editable .pdf that are furnished by Delta to Client, or a third party designated by Client, are for convenience only for the purpose of completing Client's objective associated with this Agreement. Any conclusion or information obtained or derived from such electronic files will be at the Client's or 3<sup>rd</sup> Party's (as authorized by Client) sole risk. Delta makes no guarantee or warranty as to the accuracy of data transmitted on electronic media. Delta makes no representations as to the long-term compatibility, usability, or readability of electronic media files resulting from the use of software application packages, operating systems, or computer hardware differing from those in use by Delta at the beginning of services under this Agreement.

**Excluded Services:** Services not set forth above in the Scope of Services of this agreement are specifically excluded from the scope of Delta's services. Delta assumes no responsibility to perform any services not specifically listed in the Scope of Services.

**Reliance on Others:** Per the standard of care, Delta and its subconsultants or subcontractors may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, contractors, specialty subcontractors, manufacturers, suppliers, and the publishers of technical standards.

**Fiduciary Duty:** The Client confirms that neither Delta nor any of its subconsultants or subcontractors has offered any fiduciary service, including Municipal Advisor services (as defined by the Securities and Exchange Commission), to the Client and no fiduciary duty shall be owed to the Client nor performed as part of this Agreement by Delta or any of its subconsultants or subcontractors, as a consequence of Delta entering into this Agreement with the Client.

**It is agreed the above terms and conditions are incorporated into and made a part of the Agreement.**

# 2022 RATE SCHEDULE

Effective Thru: 12/31/22



## LABOR

TITLE	HOURLY RATE
PRINCIPAL	\$200
SENIOR PROJECT MANAGER	\$185
PROJECT MANAGER	\$160
PROFESSIONAL LAND SURVEYOR	\$140
SENIOR PROJECT ARCHITECT/ENGINEER	\$140
PROJECT ARCHITECT/ENGINEER	\$115
SENIOR ARCHITECT/ENGINEER	\$105
INTERIOR DESIGNER	\$100
ARCHITECT/ENGINEER	\$95
ASSISTANT ARCHITECT/ENGINEER	\$85
SENIOR TECHNICIAN	\$80
TECHNICIAN	\$65
ASSISTANT TECHNICIAN	\$45
ADMINISTRATIVE ASSISTANT	\$65
SENIOR ENVIRONMENTAL SCIENTIST	\$135
ENVIRONMENTAL SCIENTIST	\$85
INDUSTRIAL HYGIENIST	\$65
PARTY CHIEF	\$100
SURVEY TECHNICIAN	\$80
CONSTRUCTION SUPERVISOR	\$145
LEVEL 4 INSPECTOR	\$125
LEVEL 3 INSPECTOR	\$115
LEVEL 2 INSPECTOR	\$85

## REIMBURSABLE EXPENSES

ITEM	BILLING RATE
MILEAGE	AT IRS RATE
MEALS/LODGING	AT COST
PRINTS (ANY SIZE)	\$ 0.25/Square Foot
VELLUM	\$ 0.50/Square Foot
MYLAR	\$ 0.75/Square Foot
PHOTOCOPIES	\$ 0.10/Sheet
OVERNIGHT SHIPPING (UPS, FEDERAL EXPRESS, ETC.)	AT COST
SUBCONTRACT SERVICES	COST + 10%
HIGH DEFINITION LASER SCANNER	\$500/Day; \$250/Half Day
CONSUMABLE INSPECTION / FIELD SUPPLIES	AT COST

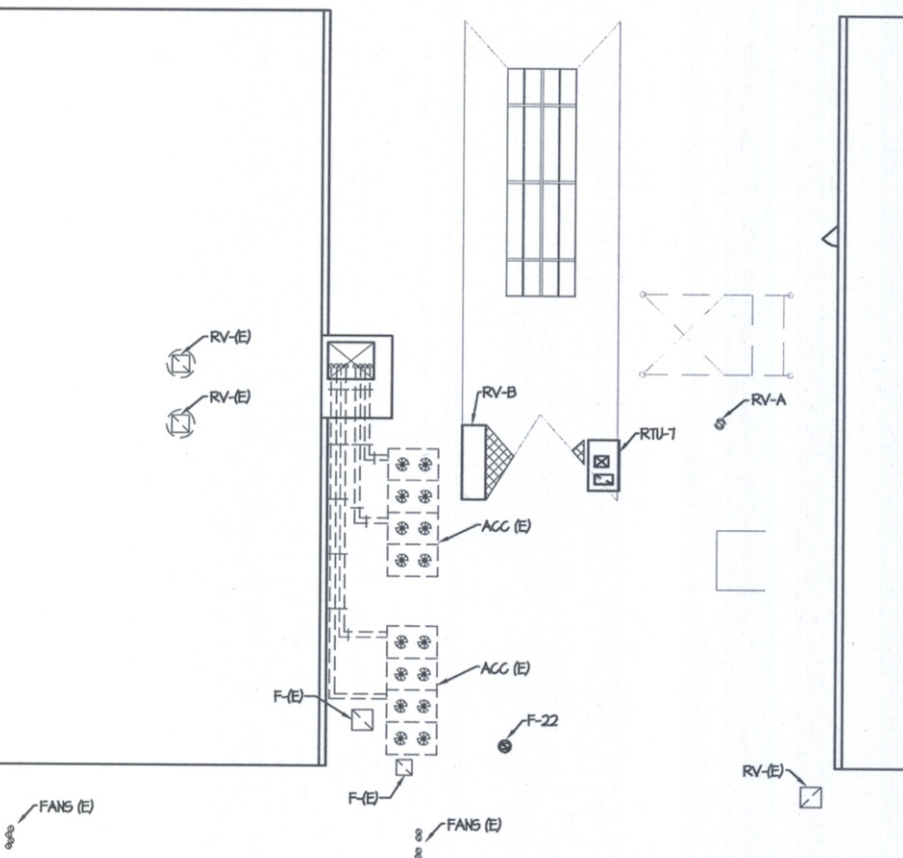


Control panel with digital display and buttons.

PJ  
CU 1

MULTISTACK





Sheet Title	
<b>ROOF PLAN</b>	
Date	Drawing No.
4/06/07	
<b>M600</b>	