

June 24, 2021

Mr. James Gana  
Assistant Director of Facilities and Operations  
Vestal Central School District  
201 Main St.  
Vestal, NY 13850

RE: **Proposal to Provide Professional Architectural and Engineering Services for:  
Vestal CSD Vestal CSD ESSER Fund Application  
Proposal No.: 2017.250.009**

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 June 24, 2021.

**1.0 PROJECT DESCRIPTION**

1.1 Vestal Central School District (VCSD) is preparing to submit a joint application for funds provided by the Elementary and Secondary School Emergency Relief (ESSER) programs. In part, ESSER funds will support improvements to indoor air quality (IAQ) and related heating, ventilating and air conditioning (HVAC) systems. The intent of the improvements is to help prepare for and respond to the coronavirus.

**2.0 SCOPE OF SERVICES**

2.1 Project Management – Supervision to coordinate the different trade aspect of the design services in support of the ESSER Fund application to the NYSED.

2.2 Design Services – Analysis, prepare and prioritize options and rough costs for IAQ and related HVAC projects in support of the ESSER Fund application to the NYSED.

**3.0 TIME SCHEDULE**

We anticipate completion of these services in 30 days from receipt of this signed proposal.

**4.0 PROPOSAL ASSUMPTIONS**

4.1 Unless specifically identified under the project scope all other services have been excluded.

4.2 ESSER Fund application – The overall grant application will be prepared by VSCD.

4.3 Submittal to NYSED – The current understanding is that the VSCD will submit the ESSER Fund application to the NYSED online. Delta will provide or assist in the online data entry process if required.

**5.0 COMPENSATION**

Delta proposes to provide the above described services according to the following breakdown:

Service	Hours	Total
Project Management	16	\$1,600 NTE
Architectural Design	16	\$1,600 NTE
Mechanical Engineering	80	\$8,000 NTE
Total	112	\$11,200 NTE

**6.0 EXTRA WORK 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 we will proceed with this additional work and bill the time expended at our current hourly rates.

**7.0 DELIVERABLES**

7.1 IAQ/HVAC Options – Bulletized list and a summary of prioritized options and rough costs for IAQ and related HVAC projects in support of the ESSER Fund application to the NYSED.

7.2 Submittal to NYSED – Submit the NYSED required forms and documents to the NYSED online web site.

**8.0 AGREEMENT TERMS**

This project will be billed monthly on an hourly rate basis in accordance with our current rate schedule. (In the event that this project is not completed within the current calendar year, it may be subject to an increase in our hourly rates, at which time an updated schedule will be forwarded to you.) Your invoice will indicate hours actually expended on this project during the stated time period.

Invoices unpaid after 60 days may be sent to a collection agency. Client will be responsible for all costs of collection, including attorney's fees, in addition to the original invoiced amount.

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 A. Beylo  
Senior Project Manager

Enc. (1)

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2021

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 the total fee for services rendered on this Project. 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, all reimbursable expenses, and reasonable termination expenses.

**Dispute Resolution:** Any claim or dispute between the Client and Delta shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of Delta.

**Accuracy of Client Documents:** The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. Delta may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof and it is agreed that Delta is not held liable for inaccurate or incomplete information provided by the Client.

**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 a license to use the instruments of professional service for the purpose of completing Client's objective associated with this Agreement. 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.

**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, 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.**