


Short Form Contract Agreement	Project Number:	2022.250.006		
	Project Name:	Vestal CSD SH Robotics Double Door Room A20		
	Contract Date:	6/29/2022		
Client Info:				
Name:	Vestal Central School District		Contact Name:	James Gana
City/State:	Vestal, NY	Phone:	(607) 757-2232	Contact email: jmgana@vestal.k12.ny.us
Project Description / Scope of Services:				
<p>The project is located at the Vestal Central School District (VCSD) Vestal Senior High School, 205 Woodlawn Dr, Vestal, NY 13850. The scope of this proposal and project is to provide a new exterior double door in Room A20 (Wood Shop). This work is required to accommodate installation and removal of robotic equipment which is wider than the existing exterior single door.</p> <ol style="list-style-type: none"> 1. Field evaluation of existing room and structural conditions. 2. Determine preferred solution and location for the new approximately 6'-7' wide double door. Most likely solution will be to remove one ~8' wide exterior window, reuse the existing lintel, and enlarge the opening. Enlarging the existing ~3' wide exterior door opening is also an option that will be evaluated. 3. Develop installation details for the new double door. 4. Installation details will be issued on 11x17 drawings. 5. If the scope and cost of the project does <u>not</u> require a full SED project and bid process, VCSD can issue the details to their inhouse staff for installation or to contractors for pricing and award. 				
Base Assumptions: <i>All services not specifically listed in the Scope of Services above are excluded</i>				
<ul style="list-style-type: none"> - This proposal does not provide for a full SED project and bid process if same is required based on the final scope and cost of the project. Delta can provide those services under a separate proposal and agreement. - Access to the room area will occur after normal school hours. - Specifications will be shown as notes on the drawings. 				
Deliverables:				
<input type="checkbox"/> Report	<input checked="" type="checkbox"/> Plans	<input type="checkbox"/> Opinion of Cost	<input type="checkbox"/>	<input type="checkbox"/>
Deliverable Comment:				
Schedule & Fee:				
Target Completion: <small>Outdoor work subject to weather</small>	<input type="checkbox"/> <Target Date>	<input checked="" type="checkbox"/> 45 days after receipt of Contract with client signature and date below		
Project Fee:	\$7,160	Fee Type:	Lump Sum Labor + Expenses	
Payment Terms:	Due within 30 days. Invoices unpaid after 60 days may be sent to a collection agency, with Client responsible for all collection costs			
Contract Terms and Conditions:				
<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Per Term Agreement	Delta Term Agreement #:	Term Agreement Date:	

Signatures:			
Client		Delta Engineers, Architects, Land Surveyors, & Landscape Architects, DPC	
Printed Name:	James Gana	Printed Name:	Peter A. Beylo
Title:	Director of Facilities and Ops	Title:	Senior Project Manager
Date:		Date:	6/29/2022
Signature:		Signature:	
<i>This proposal is valid for 30 days from the date listed at the top of this Short Form Contract Agreement</i>			

J. Dinno Nistico
President, Board of Education

7/12/22
Date

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 3rd 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

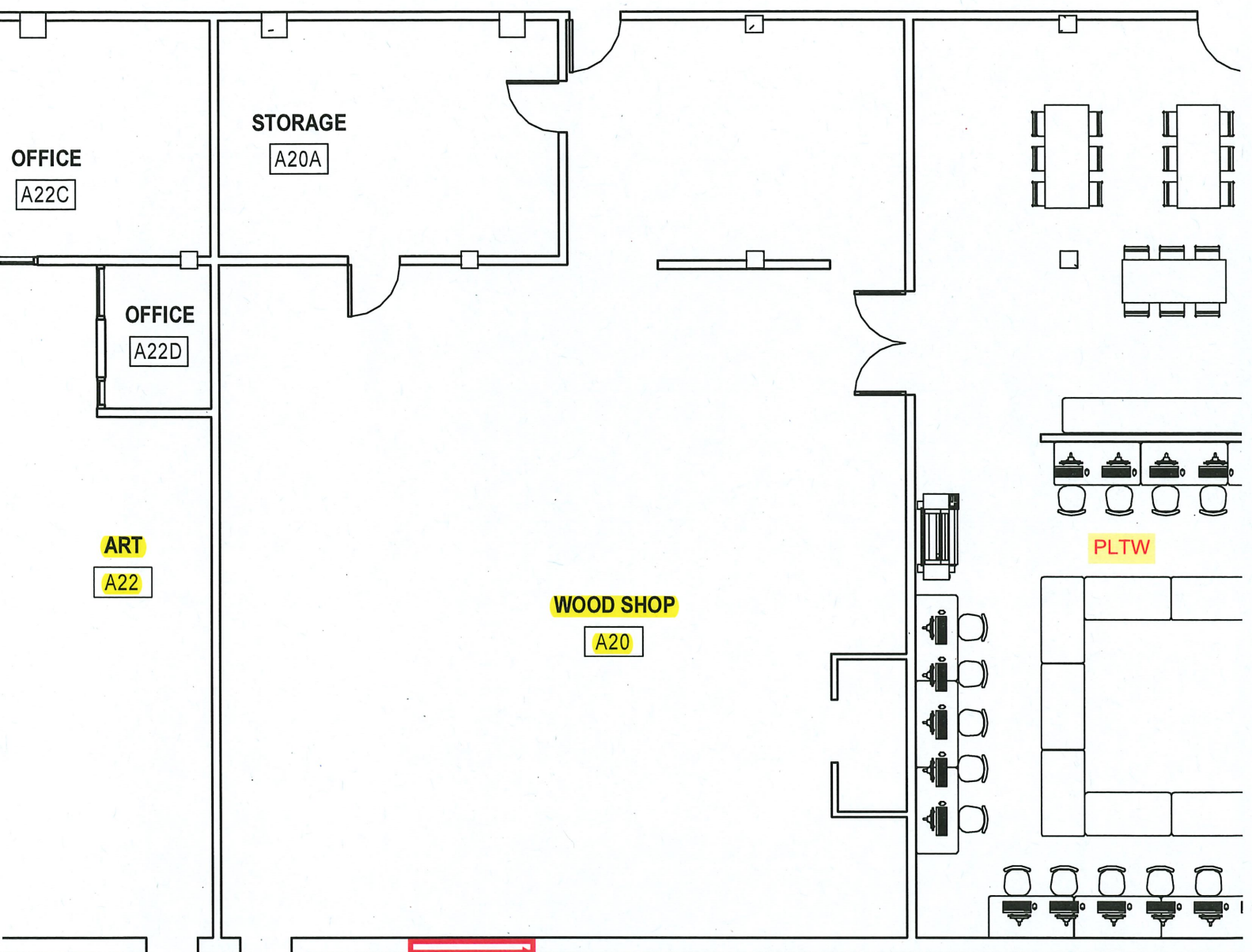


LABOR

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



OFFICE
A22C

STORAGE
A20A

OFFICE
A22D

ART
A22

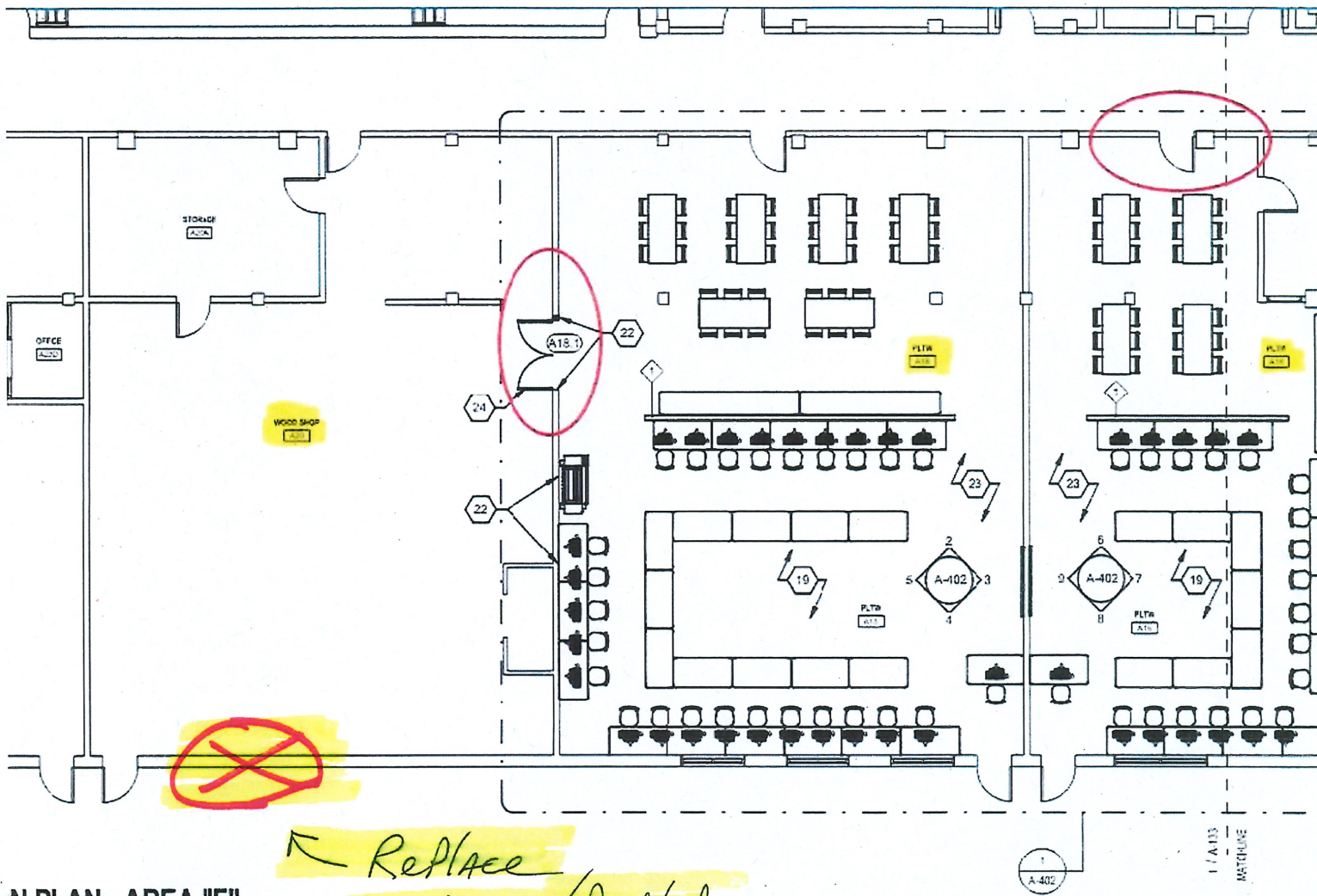
WOOD SHOP
A20

PLTW

Option 1 Replace ~8'W Window

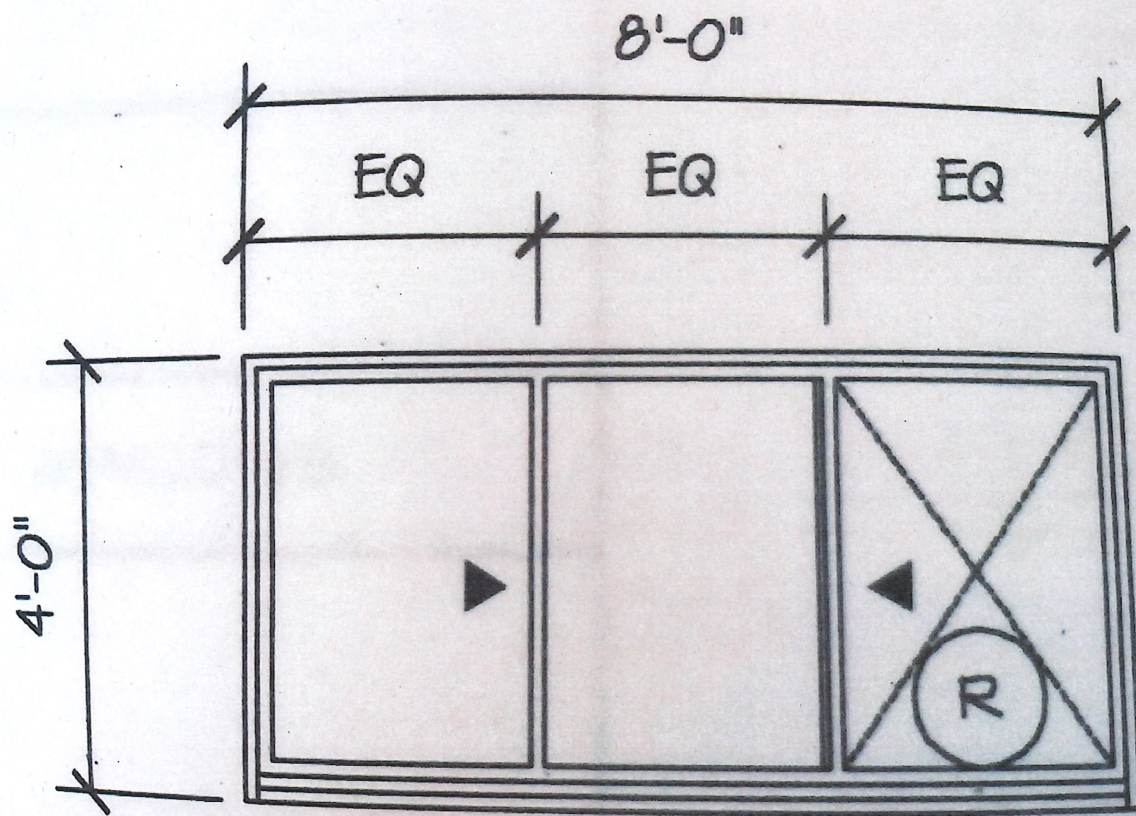
Option 2 Enlarge ~3'W Door

Building	Drawing No.
SH	A-100

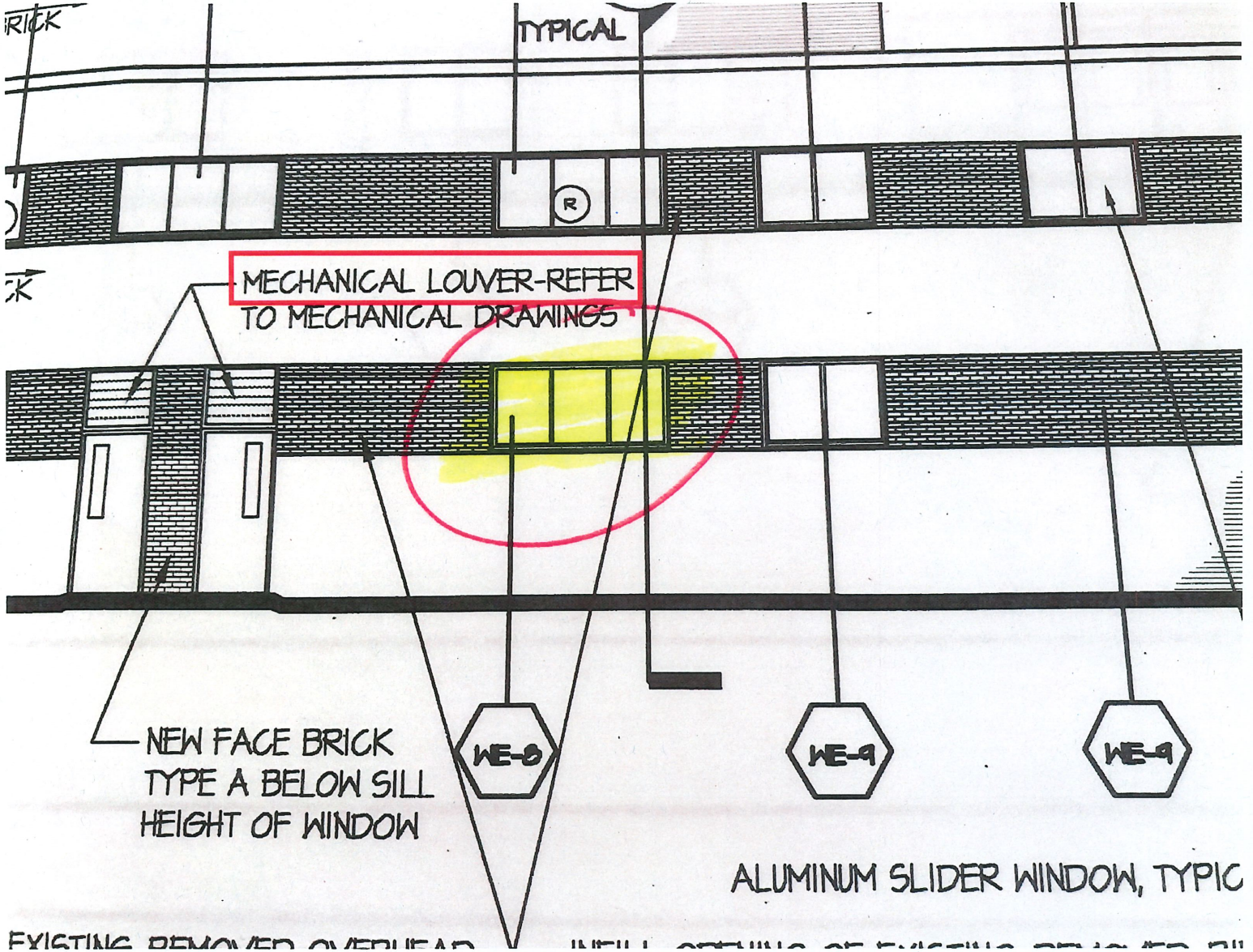


N PLAN - AREA "F"

← Replace Window w/ Double doors



WE-8



EXISTING REMOVED OVERHEAD

