



## **BARRY ISETT & ASSOCIATES, INC.**

Consulting Engineers & Surveyors

[www.barryisett.com](http://www.barryisett.com)

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Revised May 2, 2011  
Revised April 11, 2011  
April 1, 2011  
BIA #P00614ME.T11

Mr. Todd Bergey  
Support Services Director  
Southern Lehigh School District  
Office of Support Services  
3715 Preston Lane  
Center Valley, PA 18034

Dear Todd:

**RE: SOUTHERN LEHIGH SCHOOL DISTRICT - HIGH SCHOOL HVAC UPGRADES**

Center Valley, Lehigh County, Pennsylvania  
Proposal for Structural, Mechanical, Electrical and Fire Protection Engineering  
Services

In accordance with your request, Barry Isett & Associates, Inc. (BIA) is pleased to provide this proposal for professional engineering services for the above-referenced project. This proposal is based on the March 25, 2011 walk through.

### **PROPOSAL BASIS**

BIA has based this proposal on the following items:

1. The proposed project entails three HVAC upgrades:
  - a. Cardio Suite: Provide new rooftop air handling unit connected to chilled water and hot water system. New ductwork, ceiling, lighting and sprinkler heads will be provided. Existing units to be removed.
  - b. Auxiliary Gym: Provide new rooftop air handling unit connected to chilled water and hot water system. Existing unit to be removed. Existing ductwork to be reused as much as possible.
  - c. Technology Suite: Provide new rooftop DX unit. Existing unit to be abandoned in place. New ductwork will be provided.
2. Structural drawings for the existing building will not be made available for our use. Therefore, a site visit to survey existing structural conditions has been included in our Scope of Services.
3. New rooftop mechanical units will be placed on the existing roof; therefore, an analysis of the existing structure to support the proposed mechanical unit loads has been included in our Scope of Services.

4. Adequate electrical service for the HVAC modifications is available within the building. If it is determined that a separate service or a service upgrade is necessary, additional engineering services will be required to address the extra scope. At that time, an authorization for additional services will be forwarded for approval before the added services begin.

### **SCOPE OF SERVICES**

#### A. Mechanical/Electrical/Fire Protection Engineering

1. Attend (2) two design meetings for project, to be held at your office.
2. Provide one (1) site visit to coordinate with the existing conditions and verify the existing electrical, plumbing and HVAC infrastructure.
3. Provide design, drawings, and specifications to detail the HVAC systems (consisting of rooftop heating, ventilation; and air conditioning systems) to be incorporated into the project.
4. Provide design, drawings, and specifications for the electrical systems (consisting of power distribution to support mechanical systems and lighting) to be incorporated into the project.
5. Provide fire protection (sprinkler) system performance specifications and a floor plan indicating sprinkler head locations to accommodate HVAC modifications.

#### B. Structural Analysis

1. Perform one (1) site visit to survey existing structural framing. Owner to provide a lift or ladder as required to access the existing framing.
2. Provide feasibility study for supporting three new mechanical units on the existing roof structures. Provide memo of findings.

#### C. Contract Administration Services

1. Provide bidding and contract award services. These services include:
  - a. Project Manual BIA will prepare a project manual, including advertisement, general conditions, bid form, and technical specifications. The School District shall provide their "boiler plate" documents for inclusion; such as: supplementary general conditions, a sample form of the contract, insurance requirements, and other documents that are specific to the client.
  - b. Document Distribution BIA will distribute bid documents and subsequent requests for information and addendum to bidders and maintain plan holders lists.
  - c. Pre-Bid Conference BIA will conduct a pre-bid conference with prospective bidders and distribute addenda to all in attendance.

- d. Bid Evaluation BIA will review the bids in an effort to evaluate completeness and general compliance with the contract documents, summarize the results of the bid evaluation, and recommend award.
  - e. Pre-Construction Conference BIA will conduct a pre-construction conference with the selected contractor. Meeting minutes will be prepared and distributed.
2. Review shop drawings and submittals for equipment/systems specified in our design documentation.
  3. Furnish up to three (3) site observation visits during construction to observe the work to determine for overall design compliance (as opposed to performing continuous on-site inspections) and provide a written report documenting observations.
  4. Project closeout to include a final walk-through, punch list, and assistance to the school district in approving "Applications for Payment."

### **SCHEDULE**

A mutually agreeable schedule can be discussed at the time that we receive written notice to proceed. BIA will accommodate such design schedule. Nevertheless, this is contingent upon receiving the necessary information in a clear and expeditious manner.

### **COMPENSATION**

Our fee for the services outlined above is lump sum and shall be billed monthly based upon the percentage of tasks completed as itemized below:

A. MEP/FP Engineering	\$ 7,200.00
B. Structural Analysis	\$ 800.00
C. Contract Administration Services	\$ 4,000.00

Any structural Engineering required as a result of the Structural Analysis will be provided under a separate proposal or billed hourly as an additional service under this proposal.

### **QUALIFICATIONS/EXCLUSIONS**

1. Prior to performing tasks outside the Scope of the work, Barry Isett & Associates, Inc. will provide an estimate of the additional cost and will obtain approval from the Owner/Client. Work directed to be performed outside the Scope of Services above will be billed based on the enclosed hourly rate schedule. Out-of-scope services include, but are not limited to, tenant area size and/or footprint changes, additional design concepts, value engineering, cost estimating and/or reviewing contractor cost estimates and payment verification.
2. Attendance at additional design meetings and site observation visits during construction will be performed as requested and will be billed on an hourly basis as an additional service, according to the attached rate schedule.

- 3. The cost of reimbursable expenses that are in addition to the basic services will be itemized separately. Reimbursable expenses include mileage, long distance telephone calls, postage and handling, next day mail, preparation of materials for electronic transfer, hand delivery of materials, reproductions, photographs, and construction prints.
- 4. The amount of our professional liability insurance is \$1,000,000.00. Insurance coverage or limits (including professional liability insurance) requested in excess of that normally carried would be a reimbursable expense and itemized separately.
- 5. When project work is suspended for more than six months, fees will be renegotiated.
- 6. Digital information generated in the process of developing plans and specifications for this project is only for use in preparing said plans. Release of digital information to anyone not party to this agreement without prior, fair compensation constitutes a transfer of full liability to the releasing party.

The attached standard contract terms and conditions shall be made a part of this agreement.

If, after you have reviewed this proposal, you are satisfied with the terms, please sign one copy and return it to us, as it will serve as our agreement for this work. The duplicate is for your records. If work authorization is not approved, there is no obligation for BIA to complete the work. This proposal is valid for 60 days.

We appreciate the opportunity to serve you and look forward to the successful completion of this work.

Sincerely yours,



Joseph L. Manda, PE  
MEP Department Manager

Enclosures

ACCEPTED BY:

\_\_\_\_\_

*(Sign name)*

DATE: \_\_\_\_\_

\_\_\_\_\_

*(Print name and title)*



**2011 FEE SCHEDULE**

SENIOR ENGINEERING MANAGER	\$155.00/hr.
ENGINEERING MANAGER	\$135.00/hr.
SENIOR PROJECT MANAGER	\$115.00/hr.
PROJECT MANAGER	\$100.00/hr.
SENIOR PROJECT PROFESSIONAL/DESIGNER	\$100.00/hr.
PROJECT PROFESSIONAL/DESIGNER	\$ 90.00/hr.
STAFF PROFESSIONAL	\$ 85.00/hr.
SENIOR PROJECT TECHNICIAN	\$ 82.00/hr.
PROJECT TECHNICIAN	\$ 72.00/hr.
STAFF TECHNICIAN	\$ 60.00/hr.
PROJECT SUPPORT	\$ 47.00/hr.
CHIEF SURVEYOR	\$120.00/hr.
PROFESSIONAL SURVEYOR	\$ 95.00/hr.
SURVEY CREW CHIEF	\$ 85.00/hr.
SURVEY CREW/GPS CREW	\$135.00/hr.
THREE-PERSON SURVEY CREW	\$190.00/hr.
SENIOR ENVIRONMENTAL SCIENTIST	\$100.00/hr.
PROJECT ENVIRONMENTAL SCIENTIST	\$ 90.00/hr.
STAFF ENVIRONMENTAL SCIENTIST	\$ 75.00/hr.
CONSTRUCTION MANAGER	\$125.00/hr.
CONSTRUCTION BUILDING OFFICIAL	\$ 90.00/hr.
CONSTRUCTION SERVICES	\$ 80.00/hr.
GIS SPECIALIST	\$120.00/hr.
GRANTS SPECIALIST	\$ 90.00/hr.
EXPERT WITNESS TESTIMONY	\$200.00/hr.
EXPERT INVESTIGATION	\$150.00/hr.

NOTE: The cost of reimbursable expenses that are in addition to the basic services will be itemized separately. Reimbursable expenses include mileage, long distance telephone calls, postage and handling, next day mail, preparation of materials for electronic transfer, hand delivery of materials, reproductions, photographs, prints, and any additional insurance coverage or limits (including professional liability insurance) requested in **excess** of that normally carried.

Costs relating to any outside services contracted directly by BIA will be passed on to the client and may have up to a 15% service charge.

When related to a project, the following rates will be charged for reimbursable expenses:  
Listed prices are for black and white prints only (additional charge for color prints).

Photocopies	\$0.08 per sheet
Large Format Copies	\$0.25 per square foot
Large Format Plotting (tiff,cal,plt,pdf,jpeg)	\$0.30 per square foot
Large Format Scans	\$0.35 per square foot
Large Format Plotting (dwg's)	\$0.50 per square foot

Above rates are subject to change if conditions warrant. Reimbursables subject to Sales Tax.

Effective: 1/1/11 - 12/31/11

# STANDARD CONTRACT TERMS AND CONDITIONS

## 1. DUTIES AND RESPONSIBILITIES

1.1 Engineer agrees to provide those professional services as agreed to in the scope of services.

## 2. RESTRICTIONS ON USE OF DOCUMENTS

2.1 It is understood that the drawing(s) rendered under this agreement will be prepared in accordance with the agreed scope and will pertain only to the subject project. Use of the drawings, information or data contained therein for other purposes is at user's sole risk and responsibility.

2.2 Client agrees that all documentation including drawings and other work Engineer furnished to Client or Client's agents, which Engineer does not receive compensation for under the terms of this agreement shall remain Engineer's property and shall be returned upon demand and shall not be used for any purpose whatsoever.

2.3 Plans, CADD disks, and specifications, as instruments of service, are and shall remain the property of Engineer, whether the project for which they are intended is executed or not. The plans, CADD disks and specifications shall not be used by Client on other projects, for additions to this project, or for completion of this project by others, except by agreement in writing with the appropriate compensation to Engineer, provided Engineer is not in default under this agreement.

## 3. STANDARD OF CARE

3.1 Services performed by Engineer under the agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession practicing under similar circumstances in the same or similar locality.

## 4. OBSERVATION SERVICES

4.1 If required under the scope of services Engineer will provide personnel to observe and report on specific aspects or phases of construction in accordance with the agreed scope of services. If observational services are required, Engineer's services do not include supervision or direction of the actual work of the contractor, his employees, agents, or subcontractors. Client agrees to notify the contractor accordingly. The contractor shall also be informed by Client that neither the presence of Engineer's field representative nor the observation by Engineer shall excuse the contractor for defects or omissions in his work.

4.2 It is understood that the Engineer shall not be held responsible for any errors or omissions on the part of the contractor, including, but not limited to the contractor's failure to adhere to the plans and specifications regardless of whether or not Engineer is performing observational services. This provision shall be included in the contract between Client and his contractor.

4.3 It is understood that the contractor shall be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and that these requirements shall apply continuously and not be limited to normal working hours. Any monitoring of the contractor's performance conducted by our personnel is not intended to include review of the adequacy of the contractor's safety measures in, on or near the construction site.

4.4 Engineer shall not be held responsible for any contractor's failure to observe or comply with the Occupational Health and Safety Act of 1970, and regulations or standards promulgated thereunder, or any state, county, or municipal law or regulation of similar import or intent.

4.5 It is understood that if Engineer's scope of services does not include observation services, then Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and Client waives any claims against Engineer that may in any way be connected thereto. Client agrees to the fullest extent permitted by law to indemnify and hold harmless Engineer, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defenses costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustment or changes made to the Contract Documents to reflect changed field or other conditions.

## 5. TERMINATION, SUSPENSION

5.1 In the event of termination or suspension for more than three (3) months, prior to completion of all services contemplated by the agreement, Engineer may complete such analysis and records as are necessary to complete his files and may also complete a report on the services performed on the date of notice of termination or suspension. The expenses of termination or suspension shall include all costs of Engineer in reporting, completed data, completing such analysis records and reports.

## 6. INVOICES, PAYMENTS

6.1 Engineer will submit invoices to Client monthly and a final invoice upon completion of services. Payment is due upon presentation of invoice. If an invoice remains unpaid for a period in excess of ninety (90) days Barry Isett & Associates, Inc., reserves the right to pursue all appropriate remedies including stopping work and retaining all drawings without recourse.

6.2 Payment to Engineer is a material consideration of this agreement. Therefore, Engineer has a right to suspend services for non-payment. Engineer shall not be liable, nor in any way be responsible for damages, delays or increased costs that may occur as a result of Engineer's suspension of services. Client shall hold harmless, indemnify, and defend Engineer for claims that arise due to any suspension.

6.3 It is further agreed that in the event a lien or suit is filed to enforce payment under this agreement Engineer shall be reimbursed by Client for all court costs and reasonable attorney's fees in addition to accrued service charges.

## 8. WARRANTY OF AUTHORITY TO SIGN

8.1 The person signing this contract warrants they have authority to sign as, or on behalf of, Client for whom or for whose benefit that Engineer's services are rendered, and also that, if Client is a corporation, that the person signing this contract shall be personally liable, if necessary, for all monies owed under this agreement. If such person does not have such authority, he agrees that he is personally liable for all breaches of this contract and that in any action against him for breach of such warranty a reasonable attorney fee shall be included in any judgment rendered.

8.2 If a proposal is submitted to Client and Client fails to return a signed copy of the proposal but knowingly allows Engineer to proceed with services, then Client shall be deemed to have accepted the terms of the proposal and these Standard Terms and Conditions.

## 9. CHOICE OF LAW

9.1 This contract shall be construed in accordance with the laws of the Commonwealth of PA.

## 10. SEVERABILITY

10.1 In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in the full force and effect, and binding upon the parties hereto.

## 11. REMEDY

11.1 If the services performed by Engineer are faulty, Client's exclusive remedy shall be for

Engineer to re-perform such services to the extent necessary to correct the fault therein without charge to Client or damages limited to those amounts set forth in Warranty, Liability, and Indemnification.

11.2 All claims, disputes, and other matters in question between Engineer and Client, not in excess of \$200,000.00 arising out of or relating to, the contract documents or the breach thereof, shall be resolved as follows:

11.3 A written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, shall be submitted to "Judicate Headquartered in Philadelphia." The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved by mediation, the matter shall then be submitted to arbitration in accordance with paragraph 11.5.

11.4 No mediation, arbitration, arising out of or relating to this agreement, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this agreement except by written consent containing a specific reference to this agreement, and signed by Engineer, Client, and any other person sought to be joined. Any consent to mediation, arbitration involving an additional person or persons shall not constitute consent to mediation, arbitration of any dispute not described herein. This agreement to mediate, arbitrate (and any agreement to mediate, arbitrate) with an additional person or persons duly consented to by the parties to this agreement shall be specifically enforceable under the prevailing mediation, arbitration law.

11.5 Any dispute between the parties that is to be resolved by arbitration shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect. Any such arbitration shall be held and conducted in Trexlertown, PA. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

## 12. VALIDITY

12.1 It is understood that this agreement is valid for a period of sixty (60) days after which time, if it is not rejected by Client, Engineer reserves the right to revise or withdraw this agreement.

## 13. CHANGES IN THE WORK

13.1 The stated total fee constitutes Engineer's estimate of the effort required to complete the project as Engineer understands it to be defined. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in direction, additional effort, or suspension of effort, which may alter the scope. Engineer will inform Client of such situations so that negotiations or change in scope and adjustments to the time of performance can be accomplished as required. If such change, additional effort, or suspension of effort results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made and the agreement modified accordingly.

## 14. WARRANTY, LIABILITY, AND INDEMNIFICATION

14.1 Client agrees to be entirely liable for providing any/all contractors working on this project with the latest revisions of all plans.

14.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Engineer, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Client and Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.