



March 17, 2015

Todd Bergey ([bergeyt@slsd.org](mailto:bergeyt@slsd.org))  
Southern Lehigh School District  
5775 Main Street  
Center Valley, PA 18034

Reference: Southern Lehigh High School  
Hot Water System Glycol

Dear Mr. Bergey,

We would like to thank you for the opportunity to submit a proposal to provide engineering services for the addition of glycol for the hydronic heating system at the Southern Lehigh High School.

**Project Description**

It is our understanding that SLSD would like to install a glycol system for the hot water loop due to recent issues with frozen coils. The addition of glycol will be for the hydronic hot water system only.

**Scope of Services**

DEI would provide design and construction administration services for the project as follows:

**Design and Bid Phase**

1. Review existing documents provided by SLSD to determine feasibility of glycol addition into existing system. Note: engineering services related to the design of new terminal units, branch piping sizing/configuration, etc. is not included in this initial feasibility effort.
2. Apply for necessary municipal agency approvals
3. File for prevailing wages and incorporate wage requirements into contract (if required)
4. Prepare milestone project schedule and site logistics plan
5. Prepare project bid drawings and specifications
6. Prepare bid packages, advertisement for bid, and assist with soliciting bids from contractors
7. Prepare bid alternates and unit prices for bid documents
8. Conduct pre-bid conference, respond to contractor questions, and issue necessary addenda
9. Review bids and prepare contracts, including review of bonds and insurance for conformance with contract requirements

**Construction Phase Administration Services**

10. Conduct pre-construction conference
11. Review contractor's submittals, shop drawings, and applications for payment
12. Process any necessary allowance adjustments or change orders
13. Provide limited construction observation. Our proposal includes 16 hours of construction phase observation.
14. Prepare punch list, final project close-out, and certify final payment to contractor

**Exclusions & Additional Scope Considerations**

The following scope of services would not be included in the fee proposal:

- 1. Analysis of existing HVAC system operation, control sequence, etc.
- 2. Guaranteed maximum price construction estimate
- 3. Documentation of as-built conditions (available upon request for additional services)
- 4. Fees for required municipal permits
- 5. Full-time site representation
- 6. Scope of work parameters not listed above

**Proposed Fee**

Our fee for performing the above is: **\$9,000.00**

We would like to thank you for the opportunity to provide our services to Southern Lehigh School District. Please let us know if you have any questions regarding this proposal.

If you are in agreement with this proposal and the attached terms and conditions, kindly countersign as your authorization to proceed.

Respectfully submitted,



Josh Grice, P.E.

Owner: Southern Lehigh School District

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

Engineer: D’Huy Engineering, Inc.



By:

Printed Name: Arif Fazil

Title: President

Date: March 17, 2015

# Terms and Conditions

D'Huy Engineering, Inc. (DEI) shall perform the services outlined in this Agreement for the stated fee agreement.

## Access to Site

Unless otherwise stated, DEI will have access to the site for activities necessary for the performance of the services. DEI will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

## Fee

The total fee, except stated not to exceed or lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those listed in the attached Fee Schedule.

## Billings/Payments

Invoices shall be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and DEI may without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

## Indemnifications

The client shall indemnify and hold harmless DEI and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act of omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except DEI), or anyone for whose acts any of them may be liable.

## Hidden Conditions

A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If DEI has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) DEI has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and DEI shall not be responsible for the existing condition nor any resulting damages to persons or property.

## Risk Allocations

In recognition of the relative risks, rewards and benefits of the project to both the Client and DEI, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, DEI's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total amount of \$5,000, the amount of DEI's fee (whichever is greater) or other amount agreed upon when added under special conditions. Such causes include, but are not limited to DEI's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

## Termination of Services

This Agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of a termination, the Client shall pay DEI for all services rendered to the date of termination and all reimbursable expenses.

## Ownership of Documents

All documents produced by DEI under this Agreement shall remain the property of DEI and may not be used by this Client for any other endeavor without the written consent of DEI.

## Applicable Law

Unless otherwise specified, this Agreement shall be governed by the laws of the principal place of business of DEI.