



Principals

Patrick F. Lynch, P.E.
Steven Abbattista, P.E.
James F. Dolan, P.E.
John Torre, P.E.
Jill Walsh, P.E.

October 29, 2021

Karen LaRocca-Fels
Library Director
Ossining Public Library
53 Croton Ave
Ossining, NY 10562

RE: Professional Services Agreement
Ossining Public Library – HVAC Planning Support Revisions
Ossining, New York

Dear Karen:

We are pleased to submit our Proposal to enter into a Professional Services Agreement to provide Engineering Services for the above referenced Project. Our Proposal is based on the recommendations contained in the HVAC System Assessment Report by OLA dated January 9, 2017, the HVAC Planning Report and presentation dated October 22, 2020, and our recent discussion with you. For the purposes of this Proposal, the term “Client” refers to the Ossining Public Library and the term “Engineer” refers to OLA Consulting Engineers, PC.

1.0 PROJECT DEFINITION/BACKGROUND

The Ossining Public Library building is a 48,000 square foot building that was constructed in 2007. OLA was previously retained by the Library to perform an investigation of the HVAC systems that serve the Library and provide recommendations to address the ongoing HVAC issues and recommend upgrades for improved operation. OLA provided an update to the original 2017 HVAC Planning concepts in a revised report issued on October 22, 2020. The 2020 HVAC planning recommendations was based on a phased approach which included retaining the geothermal wells as long as feasible. The Library has completed the boiler installation project to help supplement the heating portion of the HVAC system, and wishes to plan for future HVAC upgrades. Since the time of the 2020 planning report, the Library has continued to experience ongoing maintenance issues and failures of the geothermal well system and pumps, as well as the water-source heat pump air systems. In addition, it is our understanding that the Library parking lot, where the wells are located, may have some ground stability concerns, which are being studied by other consultants. For the above reasons, Ossining Public Library has requested that OLA update the HVAC Planning concepts and phasing to move directly to a solution that does not rely on the geothermal wells and provides a path to a more conventional HVAC system.

Ossining Public Library has requested this proposal to provide HVAC planning support services. This effort will include a review of the previous recommendations and proposed sequence for implementation. We shall update the 2020 HVAC implementation plan to re-prioritize the future projects in a way that allows for the geothermal wells to be deactivated. Additional detail and siting shall be added to the future air-cooled chiller project and its implementation. We shall also update the project budgetary estimates based on the more recent information as may be appropriate. The revised implementation plan will consider current conditions of the Library HVAC systems and priorities based on feedback provided by the Library.

Our Scope of Services will include Mechanical and Electrical Engineering to provide updated Implementation Plan, budgetary cost estimates where feasible, and revised project narratives suitable for project planning.

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Hawthorne, NY
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914.747.2800

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2.0 SCOPE OF SERVICES

Our Scope of Basic Engineering Services shall be as follows:

- 2.01 Perform a follow-up investigation and site survey to review the existing mechanical and electrical equipment conditions and meet with operating staff to discuss current status of equipment. We shall investigate factors that may affect the installation of the future proposed projects.
- 2.02 Using the previously developed report and schematics, we shall update the HVAC Implementation Plan to re-prioritize the potential future projects, some of which have already been designed (perimeter heating), and their scope may be revised. The revised plan shall focus on options that do not rely on the geothermal well system.
- 2.03 We shall add additional detail and siting plan for the air-cooled chiller options (Phase 4), including review of any electrical impacts. We shall update the implementation plan in a slide-presentation format and include revised project descriptions in narrative form to indicate the future HVAC projects. This effort may also include some updates to the sketches where practical. The revised drawings will be suitable for planning purposes and order of magnitude budgeting only.
- 2.04 Provide updated order of magnitude project cost estimates based on latest information available. This rough estimate will be developed by the Engineer. Provide an updated suggested implementation timeline for the proposed projects for discussion and review with the Library.
- 2.05 Attend a meeting or conference call with the Client to review the options, costing, and discuss next steps. Based on the feedback of the attendees, produce a final document for distribution.

3.0 TERMS AND CONDITIONS

3.01 Basic Terms and Conditions of Agreement:

The Standard Form of Agreement between Owner and Engineer for Study and Report Phase Professional Services (E-525), latest edition, prepared by The Engineers Joint Contract Documents Committee (EJCDC), shall serve as the Terms and Conditions of this Agreement and is incorporated herein by reference. In the event of a conflict between this Agreement and the EJCDC document, this Agreement shall supersede said document.

3.02 Proposal Limitations:

This Proposal is limited to the Scope of Basic Engineering Services described in Section 2.0 above. Additional Services are available in accordance with Section 6.02.1. Services resulting from changes necessary due to construction cost over-runs, change orders, additional work items, review of alternate systems or construction procedures that are outside of the control of the Engineer are not part of our Scope of Basic Services. Review of alternates or submissions, sometimes referred to as Value Engineering, are not part of our Scope of Basic Services. Examples of items not included in our Basic Engineering Services fee are:

- 3.02.1 Design Engineering
- 3.02.2 Site Engineering unless herein defined
- 3.02.3 Revisions to previously accepted drawings
- 3.02.4 Building department filing and filing fees
- 3.02.5 Construction Administration Services
- 3.02.6 Design of multiple phase construction projects
- 3.02.7 Design of temporary heating and lighting systems
- 3.02.8 Acoustical Engineering
- 3.02.9 Estimating cost of construction beyond Order of Magnitude
- 3.02.10 LEED Design or Consulting Services
- 3.02.11 Energy analysis or modeling

3.03 Hazardous Substances:

The Engineer shall not be responsible for the identification, removal, testing and/or certification of removal relative to any Hazardous Substance including, but not limited to, asbestos, PCB's, Petroleum, Hazardous Waste and similar substances. Both parties acknowledge that the Engineer's Scope of Services does not include any items related to a Hazardous Environmental Condition.

3.04 Client Furnished Materials:

The Client shall provide the Engineer with all criteria and full information as to the Client's requirements for the Project, including design objectives and constraints, space, capacity, and performance requirements, flexibility, and expandability, and any budgetary limitations. The Client shall furnish copies of all Design and Construction Standards, which the Client will require to be included in the drawings and specifications. The Client shall furnish copies of Client standard forms, conditions, and related documents for the Engineer to include in the Bid Documents as appropriate.

3.05 Limit of Liability:

Both parties agree that the Engineer shall not be responsible for the direction, supervision or control of the construction activities. The contractors are solely responsible for determining the construction means, methods, techniques, sequences and procedures employed during the work including all safety precautions.

4.0 CONSULTANTS

The Engineer shall perform all services identified under this Agreement. We do not anticipate the need to engage a sub-consultant at this time. In the event that a need for a sub-consultant is identified, we shall discuss that need with you and obtain your approval before proceeding.

5.0 SCHEDULE

We are prepared to commence work on this Project within seven (7) business days of our receipt of written authorization to proceed. We anticipate that we will require approximately two (2) weeks to prepare Documents assuming readily available Client furnished materials and timely response to inquiries by the Engineer.

Fees quoted in this Proposal are based on the above agreed upon schedule. Modifications, such as accelerated schedules, project delays or extensions, which are not under the control of the Engineer, are subject to an increase to our Basic Engineering Service fee.

6.0 COMPENSATION

Our fee for Scope of Services shall be as follows:

6.01 Basic Engineering Services:

6.01.1 Our fee for Basic Engineering Services described in Section 2.0 shall be the stipulated sum of six thousand seven hundred and fifty dollars (\$6,750).

6.01.2 Project related expenses include those items indicated on the attached *Schedule of Reimbursable Expense Rates* and similar items as appropriate and necessary to provide the services related to your Project. Project related expenses shall be reimbursed at 1.15 times costs/rates indicated on the attached *Schedule of Reimbursable Expense Rates* and are in addition to our Basic Engineering Service fee.

6.01.3 Our fee for Basic Engineering Services described in Section 2.0 is based on the entire Project completion by December 2021. Should the Project be delayed or extended beyond the stated date, the Engineer shall be afforded the opportunity to increase stated fees and fee schedules to account for changes in salaries and other related costs.

6.02 Additional Engineering Services:

6.02.1 Additional Services of the Engineer shall be compensated on an hourly basis at our standard billing rates, per our current *Schedule of Hourly Billing Rates*, unless a stipulated sum is mutually agreed upon. A schedule of our prevailing rates is attached. No Additional Services shall be performed without prior written authorization from the Client.

6.03 Terms of Payment:

6.03.1 Invoices shall be submitted upon completion of a Project Phase or monthly based on percentage complete at that time. Payment is due twenty-five (25) days from the date of invoice. If any payment is fifteen (15) days past due or more, the Engineer may, after giving seven (7) days written notice to the Client, suspend services under this Agreement until the Engineer has been paid in full all amounts due for services, expenses, and other related charges. It is expressly understood and agreed that the Engineer's fees are payable per this Proposal and not dependent on funding for the Project, approval by other agencies or organizations, or construction of the Project.

7.0 PUBLICITY

The Client agrees that the Engineer shall be permitted to photograph the Project covered by this Agreement and to use the photos in the promotion of their professional practice through advertising, public relations, website, brochures or other marketing materials. The Engineer agrees to contact the Client prior accessing the facility for the purposes of obtaining photographs. The Client also agrees to cite OLA Consulting Engineers, PC in its publicity, job site signage, presentation and public relations activities when mentioning this Project.

8.0 INSURANCE

The Engineer shall maintain Workman's Compensation, General Liability, Automobile Liability, Umbrella Liability and Professional Liability Insurance throughout the period of this Agreement. Certificates of Insurance are available on request.

9.0 STANDARD OF PRACTICE

Services performed by the Engineer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

This Proposal will remain in effect for a period of forty-five (45) days from the date of issue. After that date, the Engineer will be afforded the opportunity to revise fee schedules to account for changes in salaries and other related costs. Should you find this Proposal is acceptable, kindly sign where indicated below and return an executed copy for our records. Both parties acknowledge that once this document is completely executed, it forms a Professional Services Agreement and is a binding obligation of both parties.

On behalf of our organization, we look forward to working with you on this Project.

Sincerely,



James F. Dolan, P.E., LEED AP
Principal

ACCEPTED BY: _____
(Signature)

PRINT NAME: _____

PRINT TITLE: _____

DATED: _____

cc: J. Katz – OLA

JFD/

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SCHEDULE OF HOURLY BILLING RATES

<u>Staff Billing Classification</u>	<u>Hourly Rate</u>
Principal	\$275.00
Associate Engineer	\$200.00
Senior Engineer	\$190.00
Engineer IV	\$170.00
Engineer III	\$160.00
Engineer II	\$140.00
Engineer I	\$130.00
Designer III	\$185.00
Designer II	\$125.00
Designer I	\$100.00
Clerical	\$75.00

This rate schedule shall be effective through September 30, 2022. After that date, the Engineer shall be afforded the opportunity to revise this schedule to account for changes in costs

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