

**SWEET HOME CENTRAL SCHOOL DISTRICT
OF AMHERST AND TONAWANDA**

M E M O R A N D U M

TO: Michael V. Ginestre, Superintendent of Schools

FROM: Donald G. Feldmann, Director of Finance & Plant Services 

DATE: August 11, 2021

RE: Recommendation for Professional Services Contract – Furniture Consultant / Capital Improvement Project Phases I & II

As you are aware, the two phases of our Capital Improvement Project will require us to furnish three key areas – the renovated Service Center facility, Middle School Cafeteria and the new Student Commons Area in the High School (formerly Room 601).

A team of myself, Buildings & Grounds Supervisor Steve Rozler and Food Service Director Kristi Sajdak met and discussed a number of furniture consultants with our team from Young & Wright Architectural.

Furniture consultants are critical to any Capital Improvement Project in that they design and create schematic furniture plans, help with bid packets and procurement of furniture and make certain assembly and installation occur as planned and on-time. Furniture consultants completely take management of this key piece of the process out of the District's hands. While the District has complete and final say on all furniture related issues, we do not have to have to deal with the daily oversight as the furniture consultants will be on site to handle any issues.

I, with consultation from Young & Wright, recommend **Vargas Associates in the amount of \$22,745.00** as the furniture consultant for the Capital Improvement Project and ask that you share the recommendation with the Board of Education at the August 17, 2021 meeting. Additionally, Vargas has just completed projects at a number of other school districts including Wellsville and in my conversations with that particular District, they are thrilled with the results.





AGREEMENT FOR PROFESSIONAL SERVICES

August 4, 2021

Vargas Associates, Inc. is pleased to provide Sweet Home Central School District, with offices at 1901 Sweet Home Road, Amherst, New York 14228 with this proposal for Furniture Consulting Services for the new Service Center.

Services under this proposal will commence upon signed contract and will be completed by August 2022. During this timeframe, we will interface with Don Feldman, Director of Finance & Plant Systems, who has been identified as our assigned project contact. We will rely on his direction throughout the project as we provide services as outlined below:

Create Schematic Furniture Plans **\$ 6,935.00**

- ☒ Conduct an initial walk-thru of each of the Service Center and meet to discuss programming requirements
- ☒ Coordinate with Young & Wright on scope
- ☒ Create schematic furniture layouts
- ☒ Select furniture for each space (2 options)
- ☒ Select conceptual furniture finishes to help identify the direction of finish options
- ☒ Meet to present layout options with finishes and gather feedback
- ☒ Revise furniture layouts and narrow down finish options; select basis of design for furniture
- ☒ Prepare furniture budgets
- ☒ Meet to finalize basis of design and receive sign-off

Procurement Support **\$8,975.00**

- ☒ Prepare specifications for all furniture products
- ☒ Prepare bid documents
- ☒ Meet to review bid documents, and gather feedback
- ☒ Make final revisions and issue / coordinate with district to issue / to bidders
- ☒ Facilitate bid cycle
- ☒ Review bid submissions
- ☒ Meet to discuss bid submissions and make recommendation to district

Implementation 2022: Service Center **\$6,835.00**

- ☒ Finalize finishes and layouts
- ☒ Coordinate with district on final quotes and placement of order
- ☒ Work with suppliers and GC to schedule deliveries
- ☒ On-site inspection prior to deliveries
- ☒ On-site coordination to receive deliveries (3 days)
- ☒ Gather any punch list items and resolve
- ☒ Prepare warranty binder for all products purchased

Vargas Associates
640 Ellicott Street, Suite 411
Buffalo, New York 14203



The following services are not included

- FF&E services associated with the Middle School and High School
- Move Management Services
- Coordinate the off-site disposition of excess furniture
- IT integration by others

Assumptions

- Impacts to deliveries as a result of construction delays may require additional services to execute contingency plans
- Drawings will be provided to us in Revit Architecture format for use on this project
- Owner may have to assist with small deliveries
- Vargas Associates Inc. may rely on the decisions and direction provided by the assigned contacts
- Vargas Associates will not be required to purchase services or materials, except in the case of an emergency and in such a case, expenses incurred will be reimbursable to Vargas Associates Inc.

Fees and Billing

The fee for the above scope of work shall be **\$22,745.00 (TWENTY-TWO THOUSAND SEVEN HUNDRED FORTY-FIVE DOLLARS).**

Invoices will be issued monthly and will be sent to Don Feldmann. Terms are net 15 days. Payments received after thirty days shall be subject to a late fee of 1 ½% per month of the balance due. Customer requests extending beyond the services or timeframe indicated above will result in the need for the customer to agree to additional funding.

Terms and Conditions

Solicitation of employees of Vargas Associates is strictly forbidden. The client agrees that all members of the client's organization will refrain from any direct or indirect attempt to hire our staff for the term of this agreement and for a period of 18 months thereafter.

Reimbursable expenses will be billed in addition to the fee noted above. They include expenses incurred by Vargas Associates, Inc. on behalf of the client or for the delivery of the project. These typically include over-night travel, any living expenses associated with this travel, reproduction of project binders or other bound materials, postage, and shipping of documentation.

When preparing cost estimates to our clients, Vargas Associates, Inc. will use our best judgment as facilities professionals to prepare this information. The client agrees that we have no control over price fluctuations associated with physical labor, materials, furnishings, or equipment. In addition, we cannot be held liable for the lack of performance by other vendors and contractors.

Electronic tools and documentation designed by Vargas Associates, Inc. prior to engagement of this agreement and for the purposes of administering services to the client are and will continue to be the property of Vargas Associates, Inc. The client may retain copies of these tools and documents, but shall not use them in conjunction with other projects unless they have secured permission in writing and provided appropriate compensation to Vargas Associates, Inc.

In the event that legal services are employed to collect any outstanding bills or project expenses, including reasonable attorney's fees, these costs shall be paid by the client.



Client agrees that Vargas Associates, Inc. may photograph portions of the project for use in future marketing materials. Advanced permission will be secured, and we will be accompanied by a representative of the client while photographing.

The services and costs outlined in this document are considered confidential information and not to be shared with a third party. Changes to this agreement must be in writing, signed by both parties.

Based on completed signatures below, work will proceed as defined in this document.

Vargas Associates, Inc.

By:

Christine M. Vargas,
President
Vargas Associates

Date

Don Feldmann
Director of Finance & Plant Services
Sweet Home Central School District

Date