

# T.G. MILLER, P.C.

ENGINEERS AND SURVEYORS

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May 3, 2016

Jason Leifer  
Supervisor  
Town of Dryden  
93 East Main Street  
Dryden, New York 13053

RE: Proposal for Engineering and Surveying Services  
Route 366 Force main Improvements

Dear Supervisor Leifer,

We are pleased to submit to the Town of Dryden (hereinafter referred to as the "Town") this proposal for engineering and surveying services for the *Route 366 Force Main Improvements Project* (hereinafter referred to as the "Project").

## General

The existing sanitary force main on Route 366 in Varna lifts sewage from the Varna pump station to the joint Cornell/Dryden 18" gravity transmission main in the Town of Ithaca. Treatment of this waste is handled at the Ithaca Area Wastewater Treatment Plant. Although the force main is located in the Varna Sewer District it conveys all of the sewage from the Monkey Run, Turkey Hill and Royal Road Districts as well as 2 out-of-district users. This force main has experienced several repairs recently and is in need of replacement. The cost of the replacement will be the responsibility of properties currently in the Varna Sewer District with contributions from other Districts that utilize this force main.

## Scope of Work

This proposal covers the work associated with the study, engineering, planning, design, surveying and construction administration services for the system improvements. These improvements generally include the following:

1. Abandon or remove approximately 1,500 lf of 6" ductile iron force main.
2. Construction of approximately 1,500 lf of new 6" ductile iron or polyethylene force main.
3. Connections to the existing pump station and gravity manhole.
4. Restoration of portions of roadway disturbed as part of the Project.
5. Purchase of a new emergency generator and control upgrades for the Varna Pump Station.

It is anticipated that the site disturbance for the Project will be less than 1 acre and, as the Project will be a linear infrastructure improvement project, it will not be subject to the Notice of Intent filing requirements of the NYSDEC. Accordingly, only temporary erosion and sediment controls will be included in the Project. No SWPPP Inspections are anticipated or included in this proposal.

David A. Herrick, P.E.  
Frank L Santelli, P.E.  
Andrew J. Sciarabba, P.E.

Steven R. Rowe, P.E.  
Dondi M. Harner, P.E.  
LEED A.P., C.P.E.S.C.

Lee Dresser, L.S.  
Darrin A. Brock, L.S.

The Town's responsibilities, as they may affect the performance of our services, are set forth in Exhibit B.

**Compensation**

Compensation for our Basic Engineering Services specified above, and further described in Exhibit A, will be a Lump Sum Fee of \$27,000 and is itemized as follows:

Phase	Fee
Topographic Survey & Test Pits	\$ 6,000
Study/Design/Approvals	\$ 13,000
Bidding	\$ 2,000
Construction Administration	\$ 6,000
<b>Total Fee</b>	<b>\$ 27,000</b>

Reimbursable expenses, estimated not-to-exceed \$500, will be itemized and charged on the basis of actual cost and are in addition to fees for Basic Services.

**Billings**

Billings for Basic Services and Reimbursable Expenses will be monthly. Compensation for Basic Engineering Services will be computed based upon Engineer's estimate of the proportion of the total services completed during the billing period to the Lump Sum. Compensation for any authorized Additional Services, will be invoiced based on the schedule of hourly rates and expenses in Exhibit C. Reimbursable expenses will be invoiced on the basis of actual cost.

**Schedule**

Assuming authorization to proceed at the May, 2016 Town Board meeting we can begin our services immediately. We propose completing the project in accordance with the following schedule:

May – July 2016	Complete study/design/approvals phase.
August 2016	Bid Project
October 2016	Start Construction
January 2017	Complete Construction

This proposal, together with Exhibits A through C, represents the entire understanding between you and us in respect to the Project. If this proposal is satisfactory to the Board, please sign this letter agreement and return one copy to me as authorization to begin work. Thank you for this opportunity to continue serving the Town.

Respectfully,  
T.G. Miller, P.C.

Accepted By:



\_\_\_\_\_  
Andrew J. Sciarabba, Vice President

\_\_\_\_\_  
Jason Leifer, Supervisor

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

## **EXHIBIT A - FURTHER DESCRIPTION OF BASIC SERVICES**

### **1. Topographic Surveying/Test Pit Phase**

- a. Prepare a topographic survey of the portions of NYS Route 366 necessary for the design of the new force main. Surveyor will provide control points to be used by the successful bidder for construction layout. Construction layout to be performed by Contractor and is excluded from this proposal.
- b. Coordinate the digging of test pits by Town crews and layout pit locations as necessary.

### **2. Study/Design/Approvals Phase**

- a. Prepare a schematic plan showing proposed pump station upgrades, force main location and connection point to transmission main.
- b. With OWNER acceptance of the system components prepare a preliminary estimate of Total Project Cost including: Construction, Technical, Legal and Administrative costs; a contingency allowance; and land acquisition costs - if necessary.
- c. Propose methods of financing the Total Project Cost and develop assessment formulas to arrive at annual costs to be paid by the benefited users. Review the annual costs with the OWNER to determine if modifications to the quality of the proposed system are necessary.
- d. Prepare an Engineer's Report to include the information obtained above and a Map and Plan of the system to be constructed. Present the Report to the OWNER for acceptance.
- e. Assist the OWNER at public hearings to present information in the Engineer's Report. (Assume a maximum of two public meetings at three hours each for one professional engineer.)
- f. Submit 12 copies of the finalized Engineer's Report to the OWNER for distribution.
- g. Prepare construction documents for all improvements described in the Engineer's Report and suitable for the Town to obtain competitive bids.
- h. Conduct two (2) design review meetings with the Town at 50% and 90% design milestones and revise the construction documents accordingly. Opinions of Probable Construction Cost will be provided at each of these milestones.
- i. Prepare a Project Manual to include: Bidding Documents, Standard and Supplemental General Conditions (in accordance with the EJCDC), General Requirements and Technical Specifications. Only one prime contract is anticipated but the project manual may be split as necessary if separate prime contracts are recommended by the Town Attorney.
- j. Prepare Environmental Assessment Forms as necessary for use by the Town.
- k. Coordinate with the Town Attorney and Financial Advisor as necessary.
- l. Work with Town Attorney to secure any required temporary or permanent easements.
- m. Complete and submit NYSDOT, NYSDEC and Health Department applications for approval of all system improvements. Revise design drawings as required by any reviewing agency.
- n. Appear at Town Board meetings as necessary.

### 3. Bidding Phase

- a. Issue addenda as necessary to clarify designs and answer contractor questions.
- b. Conduct the Bid Opening and assist Town with the evaluation of bids.
- c. Complete a reference check of apparent low bidder and any identified sub-contractors.
- d. Provide a written recommendation of award to the Town and prepare a Notice of Award and a Notice to Proceed.
- e. Appear at Town Board meetings as necessary.

### 4. Construction Administration Phase

- a. Prepare an agenda for and attend a pre-construction meeting between the Town, Contractor and applicable reviewing agencies.
- b. Review and comment on material and shop-drawing submittals.
- c. Respond to contractor requests for information and prepare sketches for construction modifications required as a result of unforeseen field conditions.
- d. Prepare and review change orders as required.
- e. Make visits to the site as the Engineer deems necessary to determine in general if the site work is proceeding in accordance with the Contract Documents. On the basis of these on-site observations, the Engineer shall endeavor to guard the Town against defects and deficiencies in the work of the Contractor. The Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The Engineer shall not be responsible for construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the work, and shall not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.
- f. Participate in construction progress meetings every 2 weeks and as the Town deems necessary to review and discuss issues applicable to the work. Meetings will be held at the Town offices or on-site.
- g. Review payment requests submitted by Contractor and forward to the Town with a recommendation for payment or reason for denial.
- h. At the time of substantial and final completion, and in the presence of the Town and Contractor representatives, inspect the work and prepare punch-lists for items to be corrected or completed by Contractor prior to contract close-out.

## **EXHIBIT B – TOWN RESPONSIBILITIES**

1. Make available to Engineer all existing sketches, drawings, surveys and subsurface information pertaining to the existing system.
2. Provide all legal support for the Project. Town Attorney to review applicable sections of the Project Manual.
3. Pay for the services of a financial advisor if necessary.
4. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services.
5. Designate a construction manager or an individual or entity other than, or in addition to, Engineer to represent Town at the Site.
6. Engineer's Opinions of Probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator.
7. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Town: retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and warrants that the Site is in full compliance with applicable Laws and Regulations.

**EXHIBIT C - STANDARD HOURLY RATES AND REIMBURSABLE EXPENSES**

**Schedule of Hourly Billing Rates:** January 1, 2016 through December 31, 2016 for Professional Engineering and Surveying Services.

POSITION	HOURLY RATE
Principal Engineer David A. Herrick, P.E. Frank L. Santelli, P.E. Andrew J. Sciarabba, P.E.	\$140.
Project Engineer Steven R. Rowe, P.E. Donald M. Harner, P.E., LEED A.P., CPESC David G. Putnam	\$95.
Construction Administrator	\$75.
Engineering Technician Thomas R. Tilton	\$62.
Engineering Intern	\$45.
Principal Surveyor D. Lee Dresser, L.S.	\$105.
Licensed Surveyor Darrin A. Brock, L.S.	\$95.
*Surveyor's Aide Justin S. Blomquist Ben P. Kuhlman	\$75.
*Survey Crew (2 Person) Boundary	\$190.
Construction Layout	\$205.

\* Prevailing Wage Projects - Minimum hourly wage rates for Surveyor Aides are currently mandated by the New York State Department of Labor for public works projects. Field crew rates will be adjusted per state mandated rates. Hourly rate will equal rates above plus differential at cost.

**Schedule of Reimbursable Expenses:**

ITEM	UNIT COST
Survey Vehicle and Equipment	\$7.75/hour
4-Wheel ATV	\$5.00/hour
Property Pin with Cap	\$5.50 each
Flagging	\$1.30/roll
Hubs	\$0.80 each
Lath	\$0.80 each
Nails	\$0.10 each
Marking Paint	\$4.70/can
Mileage	Per IRS Allowance
Plotter/Print Media	
1 Sealed Mylar and 5 Bond (Set)	\$25.00
Bond Plots (Black and White)	
30" x 42"	\$3.00
24" x 36"	\$2.50
Xerox Prints (Black and White)	
11" x 17"	\$0.30
8.5" x 14"	\$0.20
8.5" x 11"	\$0.15
Xerox Prints (Color)	
11" x 17"	\$1.70
8.5" x 14"	\$0.85
8.5" x 11"	\$0.85
Telephone, Fax and Postage	At Cost

**Terms:** Net thirty days. 1.5% per month service charge on past due balance.