

February 19, 2019

Mr. Jason Leifer
Town Supervisor
Town of Dryden
93 East Main Street
Dryden, NY 13053

Re: Proposal for a Professional Engineering Report of a Municipal Fiber-to-the-Home Network

Dear Mr. Leifer:

We are pleased to submit the following proposal for consulting services to conduct a feasibility study of a municipally owned and operated Fiber-to-the-home (FTTH) network. Our understanding of the scope of work for this project is to assist the district with the following:

Scope of the Feasibility Study

- Work with the Town to determine the exact goals by which they will measure the success of the project.
- Determine all Internet Service Providers (ISPs) that operate within the Town boundaries and the level of service & cost that they provide.
- Work with the town to develop, deploy and analyze a survey to businesses and residents that will provide key data for the project including potential “take-rate”.
- Develop a conceptual plan for the FTTH network that would include potential locations for the central office, feeder lines, local convergence points, distribution lines and network access locations. Service drops and line terminations will be estimated for the purposes of this study.
- Report any funding opportunities for which the project qualifies and meet with the respective funding agency, this meeting will be coordinated with Town officials.
- Work with the Town to develop a plan for construction, maintenance and an operations plan of the network that will be included in the feasibility study.

- Provide information regarding any wholesale internet companies that are currently available in the town or within a reasonable distance to the Town.
- Develop a conceptual plan, project budget, rough cost to the end-users and any engineering report required by the involved funding agency.
- Note: It is recommended that the town complete a legal review of the project and mitigate risk associated with becoming a municipal internet service provider.

If the Town chooses to move forward with the project after the completion of the feasibility study, HUNT can provide the following services to the Town of Dryden to enact the plan:

Design and Construction of the FTTH Network

- Finalize the proposed route through the Town of Dryden.
- Visual Inspection and documentation of all poles along the final route for permitting and make-ready work.
- Prepare documentation for pole lease agreements with pole owners.
- Prepare make-ready work documentation for all utility owners that occupy poles.
- Survey all proposed underground pathway locations or any other proposed site work locations.
- Design the fiber optic cable network per the finalized pole route.
- Design-Bid-Build construction process with selected contractor.

ITEMS SPECIFICALLY EXCLUDED FROM THIS SCOPE OF SERVICES

Items included within this section are specifically excluded from the above scope of services. However, if these services are desired by the Client, they can be provided as a part of this contract for additional compensation.

- Additional studies such as Environmental Impact Statements (EIS), archaeological studies, traffic studies, Historical studies, wetland delineation, and threatened/endangered species investigation. These are not anticipated to be needed and therefore, have not been included in the above scope of services.

- Subsurface investigation and associated equipment costs (i.e. costs for geotechnical testing for building, equipment for storm water infiltration testing, etc.).
- Permit/Application fees.
- Maintenance and Protection of Traffic Design, and Temporary Access/Road Closure Designs.
- Construction Services (i.e. stake out, full time construction management, full time construction inspection, storm water inspections, E&S inspection, etc.).
- Weekly and post rainfall event storm water and erosion & sediment control inspection.

Our A/E team for this project will include the following in-house disciplines:

Principal
Project Manager
Technology Engineer
Electrical Engineer
Civil Engineer

Proposed Fee

Our proposed fee to complete the above described feasibility study is a lump sum of twenty-five thousand dollars (\$25,000) plus reimbursable expenses. Project-related reimbursable expenses for travel, printing/photocopying and postage are not included in the fees as set forth above and will be billed at cost as they are incurred, mileage at the current IRS rate. A reimbursable budget of Five Thousand Dollars (\$5,000.00) is recommended.

Attached is our standard agreement. If you are in agreement with this proposal, please sign the agreement, keep one copy for your records and send one copy to my attention. Do not hesitate to call me if you have any questions or require additional information.

Sincerely,

HUNT ENGINEERS, ARCHITECTS, LAND SURVEYORS & LANDSCAPE ARCHITECT, DPC



Ryan Garrison
Director of Technology, Associate

Cc: T. Steed, HUNT
D. Bower
C. Bond
S. Muldoon

AGREEMENT FOR PROFESSIONAL SERVICES

The Terms and Conditions set out herein and in the referenced cover letter constitute an offer by Hunt Engineers, Architects, Land Surveyors & Landscape Architect D.P.C. (hereinafter called HUNT), to perform for the Town of Dryden (hereinafter called the CLIENT) the services described. HUNT's offer constitutes a Contract on these same Terms and Conditions when received or acknowledged by the CLIENT. This Contract supersedes all previous understandings, if any, and constitutes the entire Agreement between HUNT and the CLIENT relating to the services described.

TERMS AND CONDITIONS

CLIENT OBLIGATIONS: At such time as HUNT may request, the CLIENT at his expense, shall provide full, complete and correct information, including a written program of objectives, constraints and criteria, with respect to which the services are performed.

HUNT OBLIGATIONS: Professional Services, basic to the Scope of Work, shall be performed, findings obtained, and recommendations prepared in accordance with generally accepted engineering, architectural, and land surveying practices. This Warranty is in lieu of all other Warranties expressed or implied. HUNT assures no responsibility for interpretations made by others based upon the work or recommendations made by HUNT. Project cost estimates are to the best of HUNT's knowledge and are not guarantees of actual construction costs.

ADDITIONAL SERVICES: Additional services or changes requested in writing by the CLIENT, beyond the original Scope of Work agreed upon as described per the referenced cover letter, shall be performed by HUNT in the same methods and manner as herein stated. Payment to HUNT for additional services shall be the same as outlined under PAYMENT of these Terms and Conditions, unless superseded by Separate Terms and Conditions as may be proposed and agreed to in writing by both parties.

PAYMENT: Payment for services rendered shall be monthly as billed. No percentage of bills shall be withheld or retained. In the event that any payment is not made within thirty (30) days from the date of billing, interest will be charged at a rate of one and one-half percent (1-1/2%) per month, or the legal rate of interest, whichever is less.

WAIVER: The CLIENT and HUNT mutually agree to waive all claims of consequential damages arising from disputes, claims, or other matters relating to this agreement.

This Agreement may be terminated by either party upon thirty (30) days written notice to the other. In the event of termination, HUNT shall be compensated for services performed up to the date of termination, plus reasonable termination costs. Upon receipt of final payment to HUNT, all finished or unfinished documents prepared to the date of termination shall become the property of the CLIENT and shall be surrendered to the CLIENT by HUNT.

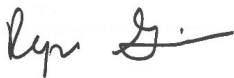
ACCEPTANCE:

I have read and understand the Scope of Work as described in the attached letter from Ryan Garrison dated February 19, 2019 and the above Terms and Conditions, and accept the terms and costs as stated. I hereby retain Hunt Engineers, Architects & Land Surveyors & Landscape Architect D.P.C. to provide services as necessary to accomplish the Scope of Work.

The Town of Dryden

**HUNT ENGINEERS, ARCHITECTS, LAND SURVEYORS
& LANDSCAPE ARCHITECT D.P.C.**

BY: _____

BY:  _____

Ryan Garrison, Director of Technology

(Printed Name and Title)

DATE: _____

DATE: 02/19/2019

x:\100 hunt center forms\agreement & terms\terms 2005.doc