

June 22, 2022

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

Re: Consulting Services & Design Services associated Phase 2 of the Town of Dryden's FTTH Deployment

Dear Mr. Leifer:

Hunt Engineers, Architects, Land Surveyors & Landscape Architect DPC (HUNT) is pleased to submit this proposal for consulting services for Phase 2 of the Town of Dryden's FTTH deployment.

Scope of Services

HUNT's understanding of the scope of work for this project is to assist the district with the following:

- Work with the Town of Dryden & Municipal Solutions to develop the deployment plan for activation.
- Design pilot test area for testing of network for proper functions for deployment to subscribers.
- Work with the rail trail on placement of the fiber optic pathway and bridge crossings on the trail system.
- Work with the Dryden for both underground and overhead permitting process and future documentation.
- Perform the permitting for Dryden (Town), this will be determined by feasibility and will consist of a combination of aerial and underground installation. All costs related to the permitting through the DOT & utility pole owners will be incurred by the Town of Dryden.
- HUNT will work with the Town of Dryden to Oversee and Consult for the following services:
 - Construction of the Town of Dryden pathways & FTTH infrastructure facilities.
 - Maintenance Service Level Agreements for the cable plant in service for the Dryden.
 - Contractor for the deployment of the innerduct and fiber pathway backbone.
 - Customer installation contractor(s).
 - Customer service contractor.
 - Network Equipment including headend, OLT equipment & user ONT equipment.
- Oversee and Consult on the Approved project budget.
- Inspect work at regular intervals to ensure that the construction meets the requirements of the drawings and specifications.
- Prepare and issue substantial completion forms.
- Provide as-built documentation at closeout.

Project Team

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

- Principal/Project Architect
- Project Manager
- Technology Engineer
- Electrical Engineer

From: Ryan P Garrison
Regarding: Town of Dryden Phase 1 FTTH Deployment

- Civil Engineer

Fee:

Our proposed fee for the above scope of services is a lump sum of **\$175,993.13** plus reimbursable expenses.

Attached is our standard contract that we use for non-design related projects such as this. This agreement would be from **May 1, 2021, through June 1, 2022**. If you agree with this proposal, please sign the contract, 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

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 receipted 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 6/24/2022 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.

Town of Dryden

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



BY: _____

BY: _____

Ryan P. Garrison
Director of Technology

(Printed Name and Title)

DATE: _____

DATE: 6/24/2022

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