

This agreement entered into this 5th day of September, 2023 by and between the Town of Dryden, hereinafter called the CLIENT and Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC hereinafter called the CONSULTANT;

WITNESS THAT:

WHEREAS, The CLIENT desires to engage the CONSULTANT to provide professional services; and,

WHEREAS, the CLIENT finds that the proposed Scope of Services and terms of this agreement are acceptable, and

WHEREAS, the CONSULTANT desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Employment of CONSULTANT. The CLIENT hereby engages the CONSULTANT, and the CONSULTANT hereby agrees to perform the professional services hereinafter set forth.
2. Scope of Service. The CONSULTANT shall perform, in a proper and professional manner, the services set forth in ATTACHMENT A, SCOPE OF SERVICES, which attachment is by this reference incorporated herein.
3. Extra Services. The CONSULTANT shall provide extra services, not specifically called for in ATTACHMENT A, SCOPE OF SERVICES, upon request or authorization of the CLIENT.
4. Time of Performance. The CONSULTANT will commence work on or as soon as practicable after the date of execution of this Agreement and all work as set forth in the Scope of Services shall be completed as required by the terms and submittals provided by the CLIENT. If the CLIENT requests significant modifications to the Scope of Services of the project, the time of performance of the CONSULTANT shall be adjusted appropriately.
5. Meetings. This agreement includes attendance by the CONSULTANT at meetings to review the progress of the work with the CLIENT. All meetings shall be scheduled at mutually convenient times.
6. Reports. The CONSULTANT shall prepare and submit to the CLIENT reports as called for in ATTACHMENT A, SCOPE OF SERVICES, attached hereto.
7. Compensation. The CONSULTANT agrees to perform the services provided for in the Scope of Services, and the CLIENT agrees to compensate the CONSULTANT for such services as set forth in ATTACHMENT B, BASIS OF COMPENSATION, which attachment is by this reference incorporated herein. Compensation for extra services, special consultants, and reimbursable expenses shall also be as set forth in ATTACHMENT B, BASIS OF COMPENSATION.

8. Personnel. The CONSULTANT represents that he has all personnel required to perform the services under this contract and that such personnel will be fully qualified to perform such services.
9. Responsibilities of the CLIENT. It is agreed that the CLIENT will have the following responsibilities under this agreement:
 - a. The provision of all available information, data, reports, records, and maps to which the CLIENT has access and which are needed by the CONSULTANT for the performance of the services provided for herein.
 - b. Providing assistance and cooperation for the CONSULTANT in obtaining any other needed material which the CLIENT does not have in its possession.
 - c. Making available the services of the CLIENT as may be necessary to obtain information as needed to perform the work program set forth in the Scope of Services.
 - d. The designation of a single representative who will be authorized to make necessary decisions required on behalf of the CLIENT in connection with the execution of this contract and who will serve as liaison to the CONSULTANT and will serve to provide the necessary direction and coordination for the project.

All such CLIENT responsibilities shall be conducted in a timely manner and without undue delay so as not to delay the CONSULTANT in the performance of his services.

10. Ownership of Materials. Drawings, specifications and other documents, including those in electronic form, prepared by the CONSULTANT, are Instruments of Service for use solely with respect to this Project. The CONSULTANT shall be deemed the author and owner of the Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The CONSULTANT grants to the CLIENT a nonexclusive license to reproduce the Instruments of Service solely for purposes of construction, using and maintaining the Project provided that the CLIENT shall comply with all obligations under this Agreement.
11. Delays Beyond the Control of the Consultant. It is agreed that events which are beyond the control of the CONSULTANT may occur which may delay the performance of the Scope of Services of this AGREEMENT. In the event that the performance of the Scope of Services by the CONSULTANT is delayed beyond his control, the CONSULTANT shall notify the CLIENT of such delay and the reasons therefore, and the CLIENT shall extend the time of performance appropriately.
12. Changes. The CLIENT or the CONSULTANT may, from time to time, during the course of this AGREEMENT, request modifications of it or changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT'S compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to this AGREEMENT.


13. Termination of Contract. This AGREEMENT may be terminated by either party upon 30 day written notice to the other. In the event of such termination, all conceptual project materials shall become the property of the CONSULTANT. The CONSULTANT shall be entitled to receive just and equitable compensation for work accomplished prior to the termination of this AGREEMENT.
14. Assignability. This AGREEMENT shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the prior written consent of the other. Notwithstanding the foregoing, however, the CONSULTANT shall not be prohibited from contracting with qualified sub-consultants or from assigning to a bank, trust company or other financial institution any claims for compensation due, or to become due, to the CONSULTANT from the CLIENT under this AGREEMENT without such prior written consent.
15. Indemnity. CONSULTANT agrees to hold harmless and indemnify CLIENT from and against liability to the extent caused by the CONSULTANT's negligent performance of the services. CONSULTANT shall in no case be required to pay an amount disproportionate to the CONSULTANT's negligence, nor shall CONSULTANT be required to pay any amount or sum levied against the CLIENT to recognize more than the actual and/or reasonable damages.
16. Waiver of Consequential Damages. The CLIENT and the CONSULTANT mutually agree to waive all claims of consequential damages arising from disputes, claims, or other matters relating to this agreement.
17. Conflict of Interest. The CONSULTANT covenants that he presently has no interest and shall not acquire any interest which would conflict with the performance of the services required under this AGREEMENT.
18. Collection. In the event that the CONSULTANT incurs legal fees, lien fees, court costs or other collection costs due to late payment or non-payment by the CLIENT such charges will be reimbursable to the CONSULTANT and be paid by the CLIENT.
19. Insurance. The CONSULTANT will carry liability coverage in accordance with the attached insurance certificates, for the duration of this agreement.
20. Entire Agreement. This contract constitutes the entire agreement between the parties hereto and no statement, promise, condition, understanding, inducement, or representation, oral or written, express or implied, which is not contained herein shall be binding or valid.

IN WITNESS WHEREOF, the CONSULTANT and the CLIENT have executed this agreement as of the date first above written and under the laws of the State of New York.

CLIENT:
THE TOWN OF DRYDEN

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

BY: _____

BY:  _____

DATE: _____

DATE: 09/05/2023 _____

ATTACHMENT A

SCOPE OF SERVICES

- Provide survey of the utility poles and identify owner/joint owner for the Villages of Dryden, Etna, and Freeville for the applications and one-touch makeready process. Including the Yellowbarn Pole Survey
- All routes defined North of Rt.13 to the Town boundary. This includes the main roads listed below and adjacent roads needed to reach households.
 - Puruville Rd.
 - County Rt. 108
 - Upper Creek Road
 - Lower Creek Road
 - County Rt. 109
 - Fall Creek Road
 - County Rt 163,
 - State Rt. 13 North (Village of Dryden to Town Boundary)
 - Livermore Rd.
 - Bradshaw Rd.
- Provide mapping of all curb lines, driveways, aerial crossings, poles, or any other object within the project route.
- Provide a network design and strand map showing the location of facilities and the general components to be included.
- Facilitate the Tompkins County Recovery award fund for the project area of Boneplain Rd.
- Negotiate an over lash to Third Party Provider from Freeville to the tower on Wake Rd. & provide aerial stand map.
- Provide project description, describing the type of network to be installed. Provide aerial bid design documents for the Villages of Dryden, Freeville, and Etna.
- Fill out and file the application with the New York State DOT to initiate the review process including in the Village of Dryden State Route 13, Main Street area and ROW's for State Route 38 North and State Route 366 from Freeville to Etna.
- Work with NYSEG to complete the one touch pole applications. The primary route in this area will be aerial.
- Track the application through completion including tracking the permit expiration.
- Provide any survey and obtain permits for any underground portions of the route. Which includes the Lake Rd. underground re-route.
- Provide a bi-weekly report to the Town at the broadband committee meetings.
- Oversee installation and commissioning of infrastructure for handing over to the Town.

ATTACHMENT B

BASIS OF COMPENSATION

1. Compensation

The CONSULTANT will, perform the services outlined in ATTACHMENT A for a lump sum fee of \$240,000.00 plus reimbursable expenses.

2. Reimbursable Expenses

Project-related reimbursable expenses for travel, lodging, printing/photocopying and postage are not included in the fees as set forth above and will be billed at cost as they are incurred. Plotting, photocopies, prints, and mileage will be invoiced according to HUNT's current schedule of fees. Other disbursements, such as photography, postage, telephone, etc., will be billed at cost plus 10 percent. (Mileage at the current IRS rate.)

3. Times of Payment

CONSULTANT shall submit quarterly Invoices for Services rendered and for disbursements incurred. Invoices are due and payable thirty (30) days from the date of the invoice, unless otherwise herein provided. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing on the date of the invoice.

Interest Rate - 1% per month

4. Additional Services

Should services be required that are beyond the Scope herein, the CLIENT will be notified by the CONSULTANT and a written estimate for this work will be provided.