

AGREEMENT FOR ENGINEERING SERVICES

PART I PARTIES AND PROJECTS

The AGREEMENT made on this 1st day of January 2024, by and between the Town of Dryden and Hunt Engineers, Architects, Land Surveyors & Landscape Architect D.P.C., hereinafter referred to as Engineer.

WITNESSETH THAT:

Whereas Owner desires to retain the Engineer to perform certain consulting, survey, design, inspection and advisory services on behalf of Owner when required for projects as authorized by Owner.

PART II ENGINEERING CHARGES

2.1 The Engineer will furnish the Owner with engineering services as required for which Owner shall compensate the Engineer at hourly rates not to exceed the following:

| | <u>Per Hour</u> |
|--------------------------------------|-----------------|
| 2.1.1 <u>Field Survey</u> | |
| Professional Land Surveyor | \$ 125.00 |
| Pole Survey | \$ 95.00 |
| Field Crew | prevailing wage |
| 2.1.2 <u>Mapping</u> | |
| GIS Mapping | \$ 95.00 |
| Application Prep/Pole Markups | \$ 95.00 |
| 2.1.3 <u>Design Engineering</u> | |
| Administrative Support | \$65.00 |
| Marketing Consultant | \$85.00 |
| Design Engineer | \$115.00 |
| Design Tech | \$90.00 |
| Grant Writer | \$95.00 |
| Broadband Project Manager | \$120.00 |
| Broadband Consultant/Project Manager | \$150.00 |
| Senior Engineering | \$ 150.00 |
| Principal | \$ 200.00 |

2.1.4 Disbursements

Mileage will be reimbursed at the federal reimbursement rate.
Please refer to Reprographics Rates, Attachment A

PART III PAYMENTS TO THE ENGINEERS

3.1 Payment shall be made in accordance with Part II of the Agreement. Owner will be invoiced monthly with payment due thirty (30) days after the date of the invoice.

PART IV GENERAL PROVISIONS

4.1 Ownership of Documents

All reports, maps, plans, specifications, and other documents prepared by the Engineers, being instruments of service, shall be considered to be property of Owner when paid for, pursuant to the Agreement.

4.2 Delegation of Duties

The Engineer shall not assign, transfer, or otherwise dispose of this Contract without the previous consent in writing of Owner.

4.3 Termination

The Agreement may be terminated by either party with thirty (30) days written notice. The Engineer shall be paid the accumulated fees to the date of the termination of service.

4.4 Governing Law

Engineers agree to comply with all laws, rules, and regulations, relative to this project, that may be imposed upon by the Federal, State, County or City applicable thereto and any rules and regulations thereof.

4.5 Extent of Agreement

This Agreement represents the entire and integrated Agreement between Owner and Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and the Engineer.

4.6 General

4.6.1 Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

4.6.2 In the event that any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

- 4.6.3 The Engineer has not been retained or compensated to provide design and construction review services relating to Contractor's safety precaution or to means, methods, techniques, sequences, or procedures required for the Contractor to perform work not related to the final or completed structure; omitted services include, but are not limited to, shoring, scaffolding, underpinning, temporary retention of excavations, and any erection methods and temporary bracing.
- 4.6.4 The Engineer intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project.
- 4.6.5 Any opinion of Construction Cost prepared by the Engineer represents his judgment as a design professional and is supplied for the general guidance of Owner. Since the Engineer has no control over the cost of labor and material, or over the competitive bidding or market conditions, the Engineer does not guarantee the accuracy of such opinions as compared to Contractor bids for actual cost to Owner.

PART V SPECIAL PROVISIONS

5.1 Owner's Liability

It is understood by and between the parties hereto that this Agreement shall be deemed executory to the extent of monies available to Owner and no liability on account thereof shall be incurred by Owner beyond monies available for the purposes.

5.2. Insurance Indemnity

5.2.1 Engineer's Insurance

The Engineer agrees to procure and maintain, at his own expense, insurance of the kinds and in the amounts hereafter provided with insurance companies authorized to do business in New York State, covering all operations under the Agreement, whether performed by it or by subcontractors. Before commencing the work, Engineer shall furnish Owner a certificate, or certificates, in a form satisfactory to Owner showing that it has complied with this schedule, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to Owner. The kinds and amounts of insurance required as follows:

- a. Policy or policies covering the obligations of Engineers in accordance with the provisions of any applicable Worker's Compensation or Disability Benefits Law, including the State of New York, Chapter 41, Laws of 1914, as amended, known as Worker's Compensation Law and amendments thereto, and Chapter 600 of the Laws of 1949, as amended, known as Disability Benefits, law, and this Agreement shall be void and of no effect unless Engineer procures such policy or policies and maintains the same in force during the term of this Agreement.

- b. Policies of bodily injury liability and property damage liability insurance, each with single limits of liability of one million dollars per occurrence for all damages arising out of bodily injury, including death at any time resulting therefore, sustained by two or more persons in any one accident, and not less than one million dollars for all damages arising out of injury to, or destruction of, property during the policy period.
- c. Liability insurance issued to and covering the liability of Engineer with respect to all work performed by him under this Agreement.
- d. Liability insurance issued to and covering the liability of each of the Engineer's subcontractors with respect to all work performed by said subcontractors under this Agreement.
- e. Owner shall be named as additional insured on the policies under subparagraphs b., c., and d.

The Engineer shall be responsible for all damage to life and property due to activities of the Engineer, his subcontractors, agents, or employees in connection with his services under this Agreement.

5.2.2 Professional Liability Insurance

The Engineer shall procure professional liability insurance for services to be performed pursuant to this contract against the malpractice of errors and omissions of Engineer in the amount of \$1,000,000 (One Million Dollars). Engineer shall provide Owner with a certificate of insurance from an insurance carrier authorized to do business in New York State evidencing that an insurance policy of the aforesaid type is in force. Said certificate shall contain a ten (10) day cancellation, assignment or change of afore described insurance policy, Engineer shall also notify Owner of said cancellation, amendment or change.

5.3 Relationship and Status

- 5.3.1 Engineer's Relationship - The relationship of the Engineer to Owner shall be that of an independent Contractor.
- 5.3.2 Engineer's Status - The Engineer in accordance with his status as an independent Contractor covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as nor claim to be an officer or employee of Owner by any reason thereof, and, that he will not by reason thereof, make any claims, demands or application or for any right or privilege applicable to an officer of employee for Owner, including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credits.

5.4 Municipal Law

The Engineer agrees that Section 103A and 103B of the General Municipal Law relative to installation of a contract by municipal corporation to testify and disqualification to contract with municipal corporations are made part hereof as though herein fully set forth.

5.5 Term

The Term of this Agreement shall be for a period of one year beginning on the 1st day of January 2024 and terminating on the 31st day of December 2024.

5.6 Compensation

The charges for engineering services will be on an hourly basis as outlined in Part II of this Agreement, to be invoiced in \$15,000 increments.

Agreement for Engineering Services

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement the day and year first above written.

Hunt Engineers, Architects, Land Surveyors
& Landscape Architect D.P.C.
Airport Corporate Park, 100 Hunt Center
Horseheads, NY 14845

Dryden
93 East Main
Street Dryden,
NY 13053



Signature

Signature

Ryan P. Garrison

Name Typed

Name Typed

Director of Technology

Title

Title

Attachment A: Tax Exempt Reprographic Fees

Small Format Services

| Black & White Copies | | <i>per impression</i> | |
|--------------------------|--|-----------------------|-----------------------|
| | | <u>8½ x 11</u> | <u>11 x 17</u> |
| Tier 1: 0 - 5,000 | | \$0.060 | \$0.120 |
| Tier 2: 5,001 - 25,000 | | \$0.050 | \$0.100 |
| Tier 3: 25,001 - 50,000 | | \$0.045 | \$0.090 |
| Tier 4: 50,001 - 100,000 | | \$0.040 | \$0.080 |
| Tier 5: 100,000 + | | \$0.035 | \$0.070 |

| Color Copies | | <i>per impression</i> | |
|--------------------------|--|-----------------------|-----------------------|
| | | <u>8½ x 11</u> | <u>11 x 17</u> |
| Tier 1: 1 - 5000 | | \$0.39 | \$0.78 |
| Tier 2: 5001 - 25,000 | | \$0.37 | \$0.74 |
| Tier 3: 25,001 - 50,000 | | \$0.35 | \$0.70 |
| Tier 4: 50,001 - 100,000 | | \$0.33 | \$0.66 |
| Tier 5: Over 100,000 | | \$0.31 | \$0.62 |

| Specification Book/Report Binding (<i>includes cardstock covers</i>) | | <i>per impression</i> | |
|--|--|-----------------------|-----------------------|
| | | <u>8½ x 11</u> | <u>11 x 17</u> |
| <i>B&W 8½ x 11 copies on bond</i> | | | |
| Tier 1: 0 - 5,000 | | \$0.060 | \$0.120 |
| Tier 2: 5,001 - 25,000 | | \$0.050 | \$0.100 |
| Tier 3: 25,001 - 50,000 | | \$0.045 | \$0.090 |
| Tier 4: 50,001 - 100,000 | | \$0.040 | \$0.080 |
| Tier 5: 100,000 + | | \$0.035 | \$0.070 |

| Acco Binders/Screw Posts | | <i>per book/report</i> |
|--------------------------|--|------------------------|
| Up to 75 Sheets (¾") | | \$1.150 |
| 76 - 170 Sheets (¾") | | \$1.725 |
| 171 - 275 Sheets (1¼") | | \$2.300 |
| 276 - 425 Sheets (2") | | \$2.875 |

| GBC/Comb Binders | | <i>per book/report</i> |
|------------------------|--|------------------------|
| Up to 75 Sheets (¾") | | \$1.725 |
| 76 - 170 Sheets (¾") | | \$2.300 |
| 171 - 275 Sheets (1¼") | | \$2.875 |
| 276 - 425 Sheets (2") | | \$3.450 |

| Tape/Perfect Binders | | <i>per book/report</i> |
|------------------------|--|------------------------|
| Up to 75 Sheets (¾") | | \$2.013 |
| 76 - 170 Sheets (¾") | | \$2.588 |
| 171 - 275 Sheets (1¼") | | \$3.450 |
| 276 - 425 Sheets (2") | | \$4.025 |

| Additional Services | | | |
|--------------------------|--------------------------------|-----------------------------------|-----------------------------|
| Copies on Colored Paper | \$0.01 in addition to printing | Tabs with typesetting | \$1.00 each |
| 3-Hole Punching | \$0.01 in addition to printing | Tabs, preprinted | \$0.50 each |
| Copies on Card Stock | \$0.11 in addition to printing | Delivery | \$5.00 per package |
| Pocket Inserts | \$1.00 each | Distribution, Tracking & Handling | \$25.00 per plan holder |
| Staple Binding | \$0.02 each | Fax Service (one pg) | \$4.25 for first page |
| Folding, small format | \$0.02 per fold | Fax Service (add. pgs) | \$0.25 each additional page |
| Mylar Spec/Report Covers | \$0.50 each | Online Bid Portal | \$200 maintenance fee |

Attachment A: Tax Exempt Reprographic Fees

Large Format Services

| <u>B&W Plots on Bond Paper</u> | | <i>per square foot</i> |
|------------------------------------|--------------------|------------------------|
| Tier 1: | 0 - 5,000 SF | \$0.31 |
| Tier 2: | 5,001 - 7,500 SF | \$0.26 |
| Tier 3: | 7,501 - 15,000 SF | \$0.18 |
| Tier 4: | 15,001 - 25,000 SF | \$0.12 |
| Tier 5: | 25,001 - 50,000 SF | \$0.10 |
| Tier 6: | 50,001-150,000 SF | \$0.09 |
| Tier 7 | 150,000+ SF | \$0.06 |

| <u>Color</u> | | <i>per square foot</i> |
|--------------|---------------------------------|------------------------|
| | Line Drawings on Bond Paper | \$0.99 |
| | Line Drawings on Photo Paper | \$1.99 |
| | Full Color Plots on Bond Paper | \$3.50 |
| | Full Color Plots on Photo Paper | \$4.50 |

| <u>Digital Print Services</u> | | <i>per square foot</i> |
|-------------------------------|-----------------|------------------------|
| | Prints on Mylar | \$1.50 |

| <u>Mounting and Laminating*</u> | | <i>per square foot</i> |
|---------------------------------|--|------------------------|
| | Lamination, addition to printing | \$1.75 |
| | Mounted to Foam Core, addition to printing | \$4.00 |

**there are a wide variety of substrates available, costs vary with substrate chosen.*

| <u>Other Services</u> | | |
|-----------------------|---|--------|
| | Folding, per square foot | \$0.03 |
| | CD Burning | \$5.00 |
| | PDF file Conversion | \$0.65 |
| | File Indexing | \$0.25 |
| | 3-Hole Drilling, per sheet | \$0.03 |
| | Screw-Post Binding of large format drawings | \$3.00 |

| <u>Raster Scan</u> | | |
|--------------------------|-----------------------|-----------------|
| <u>Black & White</u> | | <i>per scan</i> |
| | 8½ x 11 | \$0.35 |
| | 11 x 17 | \$0.50 |
| | Large format (per SF) | \$0.25 |
| <u>Color</u> | | |
| | 8½ x 11 | \$0.78 |
| | 11 x 17 | \$1.00 |
| | Large format (per SF) | \$0.50 |