Lamont Engineers
ENGINEERS • PLANNERS • FACILITY OPERATIONS
Dedicated to Service...Committed to Excellence

Project No. 2023031

Proposal – Letter Form of Agreement

June 15, 2023

Hon. Tistrya Houghtling, Supervisor
and Town Board
Town of New Lebanon
14755 route 22
New Lebanon, NY 1281212509
Email: supervisor@townofnewlebanon.com

RE: Proposal – Agreement for Engineering Services
Town of New Lebanon– Wastewater System
Preliminary Engineering and Project Development

Dear Supervisor Houghtling and Town Board:

Lamont Engineers is pleased to offer our services to assist the Town with the investigation of the municipal wastewater system to serve the Town of New Lebanon. We anticipate providing the Town with our consulting services to help the Town develop a plan to address the current sanitary concerns with an effective solution with the intent of providing a solution that will be of the lowest operational and long-term cost for the community. We will provide the Town with a Preliminary Engineer's Report and Environmental Report to be utilized by the Town to pursue project implementation funds through NYSEFC, USDA RD, NYSDEC WQIP, etc. Below is a summary of the anticipated scope that was summarized in our submission to the Request for Proposals for the project and in the Attachment C:

SCOPE OF SERVICES

Initial Planning Review and Submission of Planning Grant Application

Lamont Engineers proposes providing the Town of New Lebanon with project planning assistance to secure grant funding to complete the preliminary engineering and environmental review tasks as described in the section below. This initial phase would be used to secure funding to cover the majority of the planning costs needed to secure additional funds needed for the design and implementation of the project. Lamont proposes to assist the Town with the completion of the 2023 CFA application for the EPG and ESD study grants at no cost. Lamont will negotiate any further/additional funding application submission costs in the future with the Town.

PRELIMINARY ENGINEERING DESIGN SERVICES

Lamont Engineers proposes to be compensated for the services summarized as follows:

☑ PO Box 610
Cobleskill, NY 12043

Tel: 518-234-4028
Fax: 518-234-4613

www.lamontengineers.com
lamont@lamontengineers.com

1. Preliminary Engineer's Report prepared in a format compatible for submission to USDA Rural Development, NYSEFC, ESD, and NYSDEC. The report will contain the following elements:

    A. Project Description.
    B. Review of Existing Conditions and Concerns.
    C. Definition of the problem, including and analysis of available data and mapping, for the Town of New Lebanon to determine suitability of the study area for subsurface treatment and disposal.
    D. Documentation of any violations or failures documented by the Code Enforcement Officer, NYSDEC, or NYSDOH.
    E. Flow and Design Wastewater Loadings.
    F. Drawings and Site Plan including map of Service Areas and Septic Limitations Maps.
    G. Engineering Criteria.
    H. Site Information.
    I. Alternative investigation, review, and selection, including and analysis of the alternatives and their capital and operation costs with projected user fees.
    J. Recommended Conceptual Project Design.
    K. Income assessment based on census data and identification of funding opportunities and funding scenarios.
    L. Description of relevant regulatory impacts and potential environmental concerns.
    M. Anticipated Project Schedule.

    Estimated Lum Sum Subtotal = $18,000

2. Treatment Site Testing (Excludes Deep Test Pits to be completed by Others):

    A. Percolation Testing up to 6 sites.

    Estimated Lum Sum Subtotal = $8,000

3. A total of four (4) joint meetings with the Town Board and the public plus the Project Kick-off Meeting.

    Estimated Lum Sum Subtotal = $4,500

TOTAL Preliminary Engineer's Report Lump Sum Proposal Cost $30,500.00

ENVIRONMENTAL REVIEW SERVICES

Lamont Engineers proposes to be compensated for the services summarized as follows:

A. SEQRA Part I and Coordinated Review for **ALL** service areas as shown in **Attachment A** to provide environmental review for current project and possible future expansion. Includes documents for agency coordinated review.
B. SEQRA Parts 2 and 3 documents with Negative Declaration and ENB Notice.
C. Completion of Environmental Report in accordance with USDA Rural Development NEPA requirements.

TOTAL Environmental Review Services Lump Sum Proposal Cost $4,420.00

ADDITIONAL ITEMS PROVIDED BEYOND RFP SCOPE

Lamont Engineers proposes the following additional services if requested summarized as follows:

A. Testing Site Deep Test Pits – Estimated $6,000 - subcontracted service.

B. Documentation of failures and pollution - Storm Sewer Fecal and E. Coli contamination testing. – Cost TBD on scope if needed. Cost to be determined as needed.

C. District Creation Tasks - Assistance with District Creation and Bonding Process required for NYSEFC Water Grant Submission. Estimated $3,000 for District Creation Tasks, Bond Counsel assistance to be contracted directly with the Town.

ASSUMPTIONS

The following assumptions were made in the development of the Scope of Services:

- Town will provide Lamont with a copy of the existing engineers reports and any testing completed.
- Town will provide input and outreach in determining which sites are available for site soil testing.

DELIVERABLES

Under the terms of this Agreement, Lamont Engineers will deliver to the Town the following:

- Percolation Site Testing as described above.
- Draft copy of Preliminary Engineer's Report – five (5) hard copies
- Response to 1 round of NYSEFC/NYSDEC Comments.
- Final copy of Preliminary Engineer's Report – five (5) hard copies, one (1) digital copy in PDF format.
- SEQR Documents and Draft Environmental Review Documents.
- Final Environmental Review Documentation – one (1) bound hard copy and one (1) digital copy in PDF format.

EXCLUSIONS

The above Scope of Services identifies the services that will be provided by Lamont Engineers, P.C. under the terms of this Agreement. Services not specifically made part of the Scope of Services are excluded services which may be provided as Additional or Subcontracted Service upon written request from the Town. These excluded services consist of, but are not limited to:

- Environmental Review Services beyond those scoped above.
- Funding Application Assistance beyond that scoped above.
- Cultural Resources/Archaeological surveys (if necessary)
- Floodplain Surveys (if necessary)
- Permit Application Fees
- Easement/Property Acquisition (if necessary)
- Facility Plan Report, Final Design Documents, Bidding & Construction Services
- Legal and Bond Counsel Services
- Wetland Delineation
- Biological/Endangered Species Survey

If requested by the Town, such services will be provided as Additional or Subcontracted Services under the terms and conditions described in Terms and Conditions below.

TERMS

Work on the above Scope of Services pertaining to the Preliminary Engineers Report and Environmental Review Services will not commence until written authorization from the Town is provided. It is anticipated that the Scope of Services pertaining to the Preliminary Engineers Report and Environmental Review Services shall be completed within 6 months of the Town providing authorization to commence work.

Billing monthly as the work progresses and due within 60 days of invoice, based on percent of completion to the date of billing, the ***Lump Sum of $34,920.00*** for Basic Services, inclusive of Direct Expenses and Subcontracted Services (*None anticipated at this time in Basic Services*). Additional Services (***Estimated $9,000***) if authorized, will be billed at the rates shown in Attachment A.

The rates shown in Attachment A will govern this contract through December 31, 2023. These rates may increase at the end of the indicated periods to cover individual salary increases and/or overhead cost increases.

This Agreement, the General Provisions and Attachments A (Schedule of Rates) and B (State Financing Bid Packet), and Attachment C (Proposal Project Approach), all consisting of 42 pages, represent the entire understanding between you and us in respect to the Project and may only be modified in writing signed by both of us. This proposal will be open for acceptance until **July 30, 2023**, unless changed by us in writing.

Should you have any questions or comments, please do not hesitate to call (518-234-4028). If you agree to this proposal, please sign, and return two (2) copies.

Very truly yours,

Hon. Tistrya Houghtling, Supervisor
Town of New Lebanon
June 15, 2023

Brendon Becker 6/15/23

Brendon Becker, P.E.
Assc. Principal Engineer
Lamont Engineers, P.C.

Accepted,

Tistrya Houghtling 6/22/23

Hon. Tistrya Houghtling, Supervisor (Acceptance Date)
Town of New Lebanon

Approved by TB 6/13/23

Attachments: A - Rate Schedule
B – NYSEFC Mandatory State Revolving Funds Terms and Conditions
C – Project Approach

cc: Bookkeeping

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GENERAL PROVISIONS

Attached to and made a part of Agreement dated June 15, 2023, between

TOWN OF NEW LEBANON(OWNER) and LAMONT ENGINEERS, P.C. (ENGINEER)

Reuse of Documents

All documents including Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of services in respect to the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other Project. Any reuse without written verification or adaptation by ENGINEER for the specific purposes intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including Attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

Opinions of Cost

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices; or over competitive bidding or market conditions, his opinions of probable project cost or construction costs provided by herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified ENGINEER familiar with the construction industry; but ENGINEER cannot and does not guarantee the proposals, bids or actual project or construction cost will not vary from opinions of probable cost prepared by him. If, prior to the bidding or negotiation phase, OWNER wishes greater assurance as to project or construction cost, he shall employ an independent cost estimator. Engineering services to modify the Contract Documents, to bring the construction costs within any limitation established by OWNER will be considered Additional Services and paid for as such by OWNER.

Late Payment

If OWNER fails to make any payment due ENGINEER for services and expenses within 60 days after receipt of ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 2 percent per month from said 60th day, and in addition, ENGINEER may, without notice, suspend services under this agreement until he has been paid in full all amounts due him for Services and Expenses. The length of such suspension shall be added to the time schedule for Services under this contract.

Termination

The obligation to provide further services under this Agreement may be terminated by either party upon 7 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In addition, OWNER shall have the right to terminate this Agreement upon 7 days written notice for any reason or for no reason at all. In the event of any termination, ENGINEER will be paid for all services rendered to the date of termination, and for all direct and subcontract expenses and for termination expenses.

Successors and Assigns

OWNER and ENGINEER each bind himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party of this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other parties, in respect to all covenants, agreements and obligations of this Agreement.

Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except as stated above and except to the extent that the effect of this limitation may be restricted by law unless specifically stated to the contrary in any written consent to an assignment. No assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

Nothing herein shall be construed to give any rights or benefits hereunder to benefit other than OWNER and ENGINEER.

Professional Liability

The Design Professional, and its consultants, partners, agents, and employees, shall not be liable to the Owner, whether jointly, severally or individually, in excess of the greater of (i) the compensation paid to the Design Professional under this Agreement or (ii) the available proceeds of, or coverage afforded by, ENGINEER'S professional liability policy.

Dispute Resolution

OWNER and ENGINEER agree to negotiate in good faith for a period of thirty days from the date of notice of all disputes between them prior to exercising their rights under this section of this Agreement, or under law.

OWNER and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") to mediation by a third party mutually agreed upon prior to either of them initiating formal proceedings against the other, unless delay in initiating formal proceedings would irrevocably prejudice one of the parties.

All disputes between OWNER and ENGINEER not resolved under the above paragraphs will be decided by formal proceedings in the Supreme Court of the County of Columbia, State of New York.

Formal legal proceedings must be started within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the formal legal proceedings be started after the date when institution of legal or equitable proceedings based on such claim, dispute or other matters in question would be barred by the applicable statute of limitations of the State of New York.

Fiduciary Responsibility

OWNER confirms that neither ENGINEER nor any of ENGINEER's subconsultants or subcontractors has offered any fiduciary service to OWNER and no fiduciary responsibility shall be owed to OWNER by ENGINEER or any of ENGINEER's subconsultants or subcontractors, as a consequence of ENGINEER's entering into this Agreement.

ATTACHMENT A

2023 SCHEDULE OF RATES

Engineering and Project Management

Principal Engineer	$194/hr
Associate Principal Engineer	$162/hr
Senior Project Manager	$162/hr
Project Manager	$145/hr
Project Engineer	$135/hr
Assistant Project Engineer	$110/hr
Senior Engineering Technician	$105/hr
Engineering Technician	$94/hr
CADD Operator	$84/hr
Junior CADD Operator	$68/hr
Senior Environmental Scientist	$145/hr
Environmental Scientist	$135/hr
Junior Environmental Scientist	$105/hr

Planning

Senior Planner	$145/hr
Planner	$135/hr
Assistant Planner	$105/hr

Support Staff

Administrative Assistant	$78/hr

Direct Expenses

Mileage	IRS standard rate
Other Direct Expenses	At Cost

ATTACHMENT B

NYSEFC

Mandatory State Revolving Fund Terms and Conditions