

TOWN of LYSANDER
8220 LOOP ROAD
BALDWINSVILLE, NEW YORK 13027
315-638-4264

June 17, 2019

Lysander Town Board
8220 Loop Road
Baldwinsville, NY 13027

Re: Collington Pointe East

Subj: Road & Utility Acceptance

Dear Town Board Members:

I conducted a final punch list inspection of the following streets and utilities which compromise the River point subdivision. The River Point subdivision contains the roadway and associated utilities for the street listed below.

<u>Street</u>	<u>Length</u>
Chillingham Way	0.269 miles

The streets were designed and constructed to conform to the Highway Construction Specification Ordinance of the Town of Lysander and are in satisfactory condition.

Attached is a punch list of work items which remain to be completed. The value of the punch list is \$133,100 which I recommend as the amount of the performance bond or other security to be established by the Town Board and deposited by the developer.

This project will involve the deeding of roadways, storm utilities, sanitary utilities and 2 parcels of property. I am not aware that the required deeds, utility easements, or other legal documents have been tendered to the Town Attorney. I recommend that the Town Board require the developer to submit the documents referenced above to the Town Attorney and me prior to final acceptance and dedication of the roadway and utilities by the Town Board. Submission of as-built drawings will also be required prior to the final plot being signed and released for filing at the County Clerk's office.

The Town Code allows the Town Board to set the amount of the required maintenance guarantee between 25% and 100% of the project value. I estimate the value of the roadway, sanitary sewer and storm sewer to be approximately \$784,960 (estimate attached), such that the guarantee could range from \$196,240 (25%) to \$784,960 (100%), at your discretion.

Regards



Allen J. Yager, P.E.
Town of Lysander Engineer

Attachments

Cc: James Trasher, P.E; CAN
Stacey Alberici, Bella Casa Builders

Final Punch List

**Collinton Point East, AKA Copper River Subdivision
May 24, 2019**

1. Stone erosion protection will need to be provided on the outlet of the pond adjacent to lot 63	\$ 600
2. A grate on the 24"x36" orifice of the discharge control structure will need to be installed to prevent debris from entering the structure and clogging the outlet pipe	\$ 1,000
3. Grade and place permanent erosion control blanket at the stormwater management emergency spillway	\$ 1,500
4. The surrounding grade around MH-15 will need to be corrected to drain stormwater away from the manhole	\$ 1,000
5. The end section stone stabilization on the two (2) 48" culverts will need to be extended to match the lengths shown in the contract drawings	\$ 8,000
6. Repair asphalt catch basin aprons on structures CB-1 to CB-10	\$ 1,000
7. The outfall swale grading and stabilization for the two (2) 48" culverts will need to be completed	\$ 31,500
8. Due to significant erosion down stream of ES-2 the swale entering the pond will need to be re-graded and erosion control fabric and check dams will need to be installed	\$ 4,500
9. The swale in the rear of lots 48-55 will need to be graded and appropriate erosion control measures shown in the contract drawings will need to be installed	\$ 29,000
10. Stabilized sub-grade and sub base stone under the stub streets on road "C" that were constructed for the National Grid installation	\$ 15,000
11. Install remaining binder course asphalt on the road "C" stubs that were constructed for the National Grid installation	\$ 13,500
12. Install asphalt top course with tack coat application	\$ 26,500
Total	\$ 136,600

Value of Improvements

Collington Point East, AKA Copper River Subdivision

Roadway – 1420 LF @ \$180/LF	\$ 255,600
Stormwater Management Basin	\$ 40,000
Storm Drainage – 12” Diameter 1002 LF @ \$40/LF	\$ 40,080
Storm Drainage – 18” Diameter 184 LF @ \$50/LF	\$ 9,200
Storm Drainage – 24” Diameter 442 LF @ \$60/LF	\$ 26,520
Storm Drainage – 36” Diameter 56 LF @ \$85/LF	\$ 4,760
Storm Drainage – 48” Diameter 920 LF @ \$120/LF	\$ 110,400
Catch Basins & Junction Boxes – 16 @ \$2,000/Each	\$ 32,000
Sanitary Sewers – 2,183 LF @ \$100/LF	\$ 218,300
Sanitary Sewers- 12” Diameter 130 LF @ \$120/LF	\$ 15,600
Sanitary Manholes – 13 @\$2,500/Each	\$ 32,500
Total	\$ 784,960

PLUMLEY

ENGINEERING

Civil and Environmental Engineering

June 6, 2019

Mr. Allen Yager, P.E.
Town Engineer
TOWN OF LYSANDER
8220 Loop Road
Baldwinsville, New York 13027

Via Email: engineer@townoflysander.org

RE: Oil / Water Separator
Town Highway Garage
Town of Lysander, Onondaga County, New York
Project No. 2019.0P/065

Dear Mr. Yager:

Plumley Engineering is pleased to submit our proposal to provide engineering services for the installation of an oil / water separator at the Town Highway Garage, located at 2726 West Entry Road. This proposal is based on our meeting and our experience with similar projects.

SCOPE OF WORK

Tank Closure Site Assessment

A 1,000-gallon underground fiberglass holding tank is currently registered for the site with the New York State Department of Environmental Conservation (DEC). This tank will need to be properly decommissioned and removed. A Tank Closure Site Assessment is required pursuant to the applicable sections of the DEC Petroleum Bulk Storage Regulations.¹

¹New York Codes, Rules and Regulations, Title 6 (6NYCRR), Part 613 *Petroleum Bulk Storage*.

Our work will consist of the following main tasks to complete the Tank Closure Site Assessment:

- Provide an experienced geologist, engineer or technician to inspect the excavation following removal of the petroleum facilities, collect soil samples and record soil screening information. Representative samples will be inspected for visual and olfactory indications of petroleum contamination and screened with a photoionization detection (PID) meter for the presence of petroleum vapors.
- Contract a New York State certified laboratory to analyze selected soil samples according to the DEC requirements for volatile organic compounds (VOCs) per EPA Method 8260 and semi-volatile organic compounds (SVOCs) per EPA Method 8270 (CP-51 List Compounds²). It is estimated that a total of five samples will be collected and submitted for laboratory analysis.
- Prepare a scaled *Site Plan* of the project area showing sample locations.
- Prepare a report summarizing the scope of work, findings, conclusions and recommendations.

Total Estimated Cost for Tank Closure Site Assessment	\$3,750
Engineering	\$2,500
[assumes one day of field work]	
Laboratory Subcontractor	\$1,250
[assumes analysis of five samples for VOCs and SVOCs]	

Oil / Water Separator

Using the survey to be provided, we will prepare construction drawings for the installation of a 1,500-gallon precast concrete oil / water separator. The separator will be located outside the garage and be connected to the existing sanitary sewer lateral. The pipe from the existing grit chamber inside the garage will connect into the separator.

²DEC Commissioner Policy, CP-51 / *Soil Cleanup Guidance*, issued October 21, 2010.

Mr. Allen Yager, P.E.
June 6, 2019
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The drawings will include a plan view of the proposed tank location, piping and surrounding area, details and specifications for selecting and installing the separator. The final drawings will be made available to you in pdf and hard copy for the installation activities and your files.

Total Estimated Cost for Oil / Water Separator.....\$3,200

TOTAL ESTIMATED PROJECT COST\$6,950

EXCLUSIONS

- Surveying
- Tank Removal/Cleaning/Disposal Coordination
- Sanitary Sewer Industrial Discharge Permit
- Public Bid Process
- Services During Construction
- As-Built/Record Drawing

TERMS

This proposal and our *Standard Terms and Conditions* constitute the entire agreement between the Town of Lysander and Plumley Engineering, P.C. with respect to the project and may only be modified in writing signed by both parties. If the proposal is acceptable, please print this letter, sign where indicated and remit to our office at your earliest convenience.

Mr. Allen Yager, P.E.
June 6, 2019
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If you have any questions regarding this proposal, do not hesitate to contact me. Thank you for the opportunity to be of service.

Sincerely,

PLUMLEY ENGINEERING, P.C.



Julian F. Clark, P.E.

Approved and Accepted:

TOWN OF LYSANDER

By: _____

Title: _____

Date: _____

JFC/cas
Attachment

PLUMLEY

ENGINEERING

STANDARD TERMS AND CONDITIONS

Effective January 1, 2019

1. LABOR BILLING RATES

Principal	\$205.00 per hour
Environmental Managing Engineer	\$195.00 per hour
Civil Managing Engineer	\$175.00 per hour
Senior Engineer.....	\$165.00 per hour
Senior Geologist	\$165.00 per hour
Project Engineer or Project Geologist	\$135.00 per hour
Staff Engineer or Staff Geologist.....	\$120.00 per hour
Senior Technician	\$110.00 per hour
Geographic Information Specialist	\$100.00 per hour
Remote Pilot.....	\$125.00 per hour
Technician.....	\$ 85.00 per hour
Assistant Technician	\$ 77.00 per hour
Senior Administrative Technical Writer.....	\$ 77.00 per hour
Administrative Assistant/Clerical.....	\$ 67.00 per hour
Senior CADD Drafter	\$ 79.00 per hour
CADD Plots (High Color Content 25% Premium).....	\$ 1.00 per sq.ft.
Digital Copies (Large Format).....	\$ 10.00 each

2. EQUIPMENT/MISCELLANEOUS CHARGES

Equipment Van Usage	\$ 0.75 per mile
Photoionization Detector (PID)	\$ 75.00 per day
Trimble GPS Unit	\$ 75.00 per day
Drone.....	\$ 50.00 per day
Sampling Pump and Supplies	\$125.00 per day
Water Quality Meters (Field).....	\$ 50.00 per day
Data Logger with Pressure Transducers	\$150.00 per day or \$450.00 per week
Additional Pressure Transducers	\$ 25.00 per day or \$ 75.00 per week
Pipe/Cable Locator	\$ 50.00 per day
Water Level Meter	\$ 30.00 per day
Pump/Accessories	\$100.00 to \$200.00 per day
Geophysical Equipment.....	[Quoted by job]

All of the above equipment carries a minimum half day charge.

STANDARD TERMS AND CONDITIONS

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3. SUBCONTRACTORS AND SUBCONSULTANTS

Subcontractors and subconsultants supervised by and billed through our office will be invoiced at our cost plus 15%.

4. TRAVEL

Travel time plus the IRS standard mileage reimbursement rate (per mile) will be charged portal-to-portal. If overnight stay is required, the hotel will be billed at our cost plus 10% and a \$40.00 per day meal charge will be billed for each overnight stay.

5. EXPENSES

Any out-of-pocket expenses incurred for the job will be billed at our cost plus 15%. All other overhead is included in the above rates.

6. TERMS

Invoices will be mailed/emailed in 4-week increments or upon completion of work. Payment is expected within 30 days of date of invoice unless prior arrangements are made. **Payment is not contingent upon Client's receipt of payment from another party unless prior arrangements are made.** All accounts 30 days past due will be charged 1% interest per month. Statements will be mailed on a monthly basis. All projects will require a retainer to begin work unless prior arrangements are made. Retainers will be applied at the completion of the project.

7. STANDARD OF CARE

The standard of care for all professional services performed or furnished by Plumley Engineering under this Agreement will be the skill and care ordinarily used by members of Plumley Engineering's profession performing similar services and practicing under similar circumstances at the same time and in the same locality. Plumley Engineering makes no warranties, express or implied, under this Agreement or otherwise, in connection with Plumley Engineering's services.

8. COMPENSATION

For the scope of services stated, the Client agrees to pay Plumley Engineering the compensation stated in this Agreement. The Client understands that if an estimate is provided, it is approximate and subject to change. Plumley Engineering agrees to advise Client of substantial changes in scope or fee in advance of services. Plumley Engineering agrees to submit invoices every four (4) weeks or at completion of services. The Client agrees that Plumley Engineering's compensation is not contingent upon receipt of payment from another party and the Client agrees to submit payment to Plumley Engineering within

STANDARD TERMS AND CONDITIONS

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thirty (30) days of receipt. If the Client does not pay an invoice within thirty (30) days of receipt, Plumley Engineering may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold Plumley Engineering harmless from any claim or liability resulting from such suspension.

In the event that it is necessary for Plumley Engineering to bring suit to enforce any provision of these Standard Terms and Conditions, including the collection of any payment due, Plumley Engineering shall be entitled to recover all costs and expenses of such litigation, including reasonable attorneys' fees and the costs of appeals or bankruptcy proceedings.

9. INDEMNIFICATION

The Client and Plumley Engineering each agree to indemnify and hold the other harmless, and their respective officers, employees and directors, from and against liability for losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the Client and Plumley Engineering, they shall be borne by each party in proportion to its negligence.

10. AGREED REMEDY

To the fullest extent permitted by law, the total liability, in the aggregate, of Plumley Engineering and Plumley Engineering's officers, directors, employees, agents, and consultants to the Client and anyone claiming by, through or under the Client, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to Plumley Engineering's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to negligence, strict liability, breach of contract or breach of warranty, shall not exceed the total compensation received by Plumley Engineering under this Agreement, or the total amount of the specific insurance coverage available to Plumley Engineering.

11. FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Plumley Engineering's services or work product, or delays caused by faulty performance by the Client's or by contractors of any level. When such delays beyond Plumley Engineering's reasonable control occur, the Client agrees that Plumley Engineering shall not be responsible for damages, nor shall Plumley Engineering be deemed in default of this Agreement.

12. DISPUTE RESOLUTION

Prior to the initiation of any legal proceedings, the Client and Plumley Engineering agree that they shall first submit any and all unsettled claims, counter claims, disputes and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

The Party seeking to initiate mediation shall do so by submitting a formal, written request to the other Party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

13. TERMINATION OF CONTRACT

The Client may terminate this Agreement with seven days prior written notice to Plumley Engineering for convenience or cause. Plumley Engineering may terminate this Agreement for cause with seven days prior written notice to the Client. Failure of the Client to make payments when due shall be cause for suspension of services, or ultimately termination, unless and until Plumley Engineering has been paid in full all amounts due for services, expenses and other related charges.

14. HAZARDOUS ENVIRONMENTAL CONDITIONS

It is acknowledged by both parties that Plumley Engineering's scope of services does not include any services related to the handling at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. The Client acknowledges that Plumley Engineering is performing professional services for the Client and Plumley Engineering is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1990 (CERCLA).

15. SUBSURFACE EXPLORATIONS AND UTILITY CLEARANCE

Plumley Engineering will notify Dig Safely New York, formerly the Underground Facilities Protective Organization (UFPO). Plumley Engineering will seek to locate subterranean structures in the vicinity of proposed subsurface excavation at the site using plans or information about the site provided by the Client. Plumley Engineering will not be responsible for any damage, injury or interference with any subterranean structure, pipe, tank, cable or any other element or condition if not called to Plumley Engineering's attention

prior to commencement of the work or which is not shown, or accurately located, on any plans furnished to Plumley Engineering by the Client.

16. OWNERSHIP OF DOCUMENTS

All reports, notes, drawings, specifications, data, calculations and other documents, including those in electronic form, prepared or furnished by Plumley Engineering pursuant to this Agreement are instruments of Plumley Engineering's professional service, and Plumley Engineering shall retain all ownership and property interest therein. Plumley Engineering grants the Client a license to use instruments of Plumley Engineering's professional service solely for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by the Client, without Plumley Engineering's written permission, shall be at the Client's sole risk and without liability to Plumley Engineering or its employees, subsidiaries, independent professional associates, subconsultants and subcontractors, and the Client agrees to defend, indemnify and hold Plumley Engineering harmless from all costs, fees, losses, demands, liabilities, suits, actions, claims, damages and expenses, including attorneys' fees, whatsoever arising out of such reuse or modification by the Client or by others acting through the Client.

17. CONSTRUCTION PHASE SERVICES

If Plumley Engineering performs any services during the construction phase of the project, Plumley Engineering shall not supervise, direct or have control over the Contractor's work. Plumley Engineering shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. Plumley Engineering does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

18. OPINION OF PROBABLE COSTS

When required as part of its work, Plumley Engineering will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by Plumley Engineering hereunder will be made on the basis of Plumley Engineering's experience and qualifications and will represent Plumley Engineering's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that Plumley Engineering does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

19. INFORMATION RELIANCE

Plumley Engineering shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by the Client, the Client's consultants and contractors, and information from public records, without the need for independent verification.

20. CERTIFICATIONS

Plumley Engineering shall not be required to sign any documents, no matter by whom requested, that would result in Plumley Engineering's having to certify, guaranty or warrant the existence of conditions that Plumley Engineering cannot ascertain.

21. THIRD PARTIES

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Plumley Engineering. Plumley Engineering's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Plumley Engineering because of this Agreement or Plumley Engineering's performance of services hereunder.

22. CONSEQUENTIAL DAMAGES

Neither the Client nor Plumley Engineering shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value, and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

23. GOVERNING LAW

The laws of the state in which Plumley Engineering's office executing this Agreement is located shall govern the validity and interpretation of this Agreement.