

# HARRISON ENGINEERING DEPARTMENT

Town/Village of Harrison  
Alfred F. Sulla, Jr. Municipal Building  
1 Heineman Place  
Harrison, New York 10528

Michael J. Amodeo, P.E., CFM  
Town/Village Engineer



May 18, 2023

Supervisor Richard Dionisio and  
Members of the Town Board  
Town of Harrison  
1 Heineman Place  
Harrison, New York 10528

E-12

**Re: New Recreation Center  
Site Civil Design and Permitting Services**

Dear Supervisor Dionisio and Members of the Town Board:

Town Board authorization is requested to increase the funding for the New Recreation Center in the amount of \$32,800.00 changing the original total from \$1,338,000.00 to \$1,370,800.00.

This modification is due to additional engineering services required through KG&D Architects, PC to complete the construction documents and construction administration for Phase 1 and Phase 2 of the project.

The scope of services is detailed in the attached proposal.

Funding for this contract is available in the Capital Account 17RE15, New Recreation Facility.

Further, authorization is requested for the Purchasing Department to amend the Purchase Order #400990 payable to KG&D Architects, PC from \$1,338,000.00 to \$1,370,800.00.

Respectfully submitted

Michael J. Amodeo, PE, CFM  
Town/Village Engineer

MJA/mep

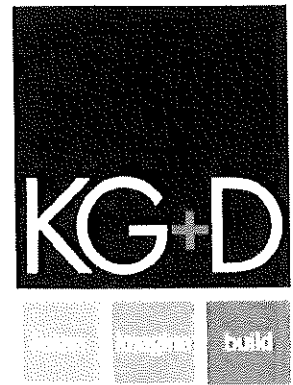
Attachments

May 17, 2023

Town / Village of Harrison  
One Heineman Place  
Harrison, NY 10528

Attn: Richard Dionisio, Mayor

Re: New Recreation Center – Request for Additional Engineering Fee



Greetings:

We are writing to provide a proposal for the professional services of a civil engineer necessary to complete the construction documents and construction administration for Phase 2 of the project. You will recall that our prior correspondence indicated we would pursue a separate civil engineering proposal for the second phase due to Woodard and Curran's (W&C) desire to not be involved in that phase (see our Feb 16, 2023, letter). The attached proposal from Creighton Manning (CM) engineers dated May 5, 2023, will cover the civil engineering work necessary for construction / bid documents, bidding, and construction administration for Phase 2.

In addition, we were advised by W&C that they are not equipped to provide traffic engineering services that will be necessary to prepare an application and obtain a work permit from NYSDOT for phase 1 and phase 2 work within the Harrison Avenue right-of-way. A separate proposal from CM dated May 17, 2023, is attached for work associated with this permit process.

Below is an updated table of the professional service fees divided between the two phases. As we previously noted, the fees for basic services inclusive of architecture, interiors, structural engineering and mechanical and electrical engineering do not increase with the change to two phases of construction. The fees for civil engineering are based on proposals from W&C and CM and will be invoiced without markup.

This request is for authorization of an additional \$32,800 for services by Creighton Manning.

We are moving forward with preparation of documents for phase 1 bidding in coordination with the Town's schedule for the building demolition.

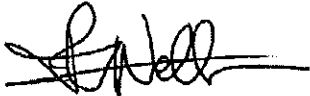
Let us know if you have any questions.

KG+D Architects, PC

	Phase 1	Phase 2	
<b>Construction / Bid Documents</b>			
KG+D	\$ 76,619	\$ 229,857	
TDEG - Structural	\$ 19,193	\$ 28,790	
OLA - Mechanical & Electrical	\$ 16,350	\$ 92,703	
Civil - W & C	\$ 10,000	--	
Civil/NYSDOT Permit - CM	\$ 3,800	--	
<b>Total</b>	<b>\$ 125,962</b>	<b>\$ 351,350</b>	
<b>Bidding</b>			
KG+D	\$ 5,473	\$ 16,418	
TDEG - Structural	\$ 1,371	\$ 2,056	
OLA - Mechanical & Electrical	\$ 2,500	\$ 5,290	
Civil - W & C	\$ 10,000	--	
Civil - CM	--	\$ 19,000	hourly NTE
<b>Total</b>	<b>\$ 19,344</b>	<b>\$ 42,764</b>	
<b>Construction Administration</b>			
KG+D	\$ 60,200	\$ 180,601	
TDEG - Structural	\$ 15,080	\$ 22,621	
OLA - Mechanical & Electrical	\$ 12,750	\$ 72,935	
Civil - W & C	\$ 35,000	--	hourly NTE
Civil - CM	--	\$ 10,000	hourly NTE
<b>Total</b>	<b>\$ 123,030</b>	<b>\$ 276,157</b>	

Sincerely:

KG+D ARCHITECTS, PC



Frederick P. Wells, RLA - Associate

Enc.

Cc: Michael Amodeo, Town Engineer  
Jonathan Kraut, Attorney



May 17, 2022

KG+D Architects  
Attn: Fred Wells, Landscape Architect + Planner  
285 Main Street  
Mount Kisco, NY 10549

**VIA EMAIL TRANSMISSION**

**RE: Highway Work Permit for Harrison Recreation Center Phase 1  
Located at 270 Harrison Avenue, Harrison, New York 10528  
CM Proposal No. 23-146**

Dear Mr. Wells:

Creighton Manning Engineering, LLP (CM) is providing this proposal for consideration by KG+D Architects (Client) and the Town of Harrison (Town/Owner) for NYSDOT Permitting Services related to the above-referenced project (Project).

#### **PROJECT UNDERSTANDING**

This Proposal is based on the following information that CM has received to date:

- Site plan exhibit and memo documents provided on March 27, 2023, (specifically "2020.0601\_HRC DD DWGS partial site set" and "Memo to CME").
- The engineering firm of Woodard and Curran has completed the Phase 1 design and will see Phase 1 through its completion in Summer 2023.
- CM has been asked to prepare and coordinate a NYSDOT Highway Work Permit Application for Utility Construction (PERM 32) for construction of underground utilities and restoration roadway pavement, curb and sidewalk.

#### **SCOPE OF SERVICES**

##### **PERMITTING SERVICES**

CM will coordinate the Highway Work Permit (HWP) process between the Client and Applicant and NYSDOT. CM will prepare the permit paperwork on behalf of the Applicant for Town/Owner signatures, coordinate with Client and submit the paperwork to NYSDOT. The Town/Owner and/or contractor will be responsible for providing the appropriate proof of insurance, construction bond and permit fees for the NYSDOT Highway Work Permit PERM 32.

NYSDOT's review will conclude when the Applicant has received "approval correspondence" (via letter or email correspondence) from NYSDOT that the Design Documents have been accepted. Please understand that such approval correspondence does not constitute the actual "Permit." The actual "Permit" will be issued by NYSDOT only after permit fees have been paid, construction bond has been paid, and contractor's proof of insurances has been provided.

## **FEE**

We propose to perform the Scope of Work described herein for a **lump sum fee of \$3,800.**

Invoices will be sent to the Client, for their subsequent invoice(s)/payment application(s) to the Town/Owner. This proposal is subject to the enclosed Standard Terms and Conditions.

## **ASSUMPTIONS**

1. The Application will contain selected sheets from the Phase 1 Design Documents that were prepared by Woodward & Curran.
2. Any design modifications to the underground utilities and/or surface treatments that must be made to satisfy NYSDOT comments, will be effort performed by Woodward & Curran.
3. The construction work will be done in year 2023 per the NYSDOT permit application submission. Delays to the Project schedule, due to unforeseen circumstances, that require any documents within the HWP package to be revised may necessitate a supplemental budget increase.

## **EXCLUSIONS**

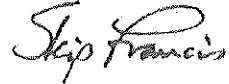
1. Phase 1 design services performed by Creighton Manning.

## **CLOSING**

If this scope and fees are acceptable, then please sign and return it for our records. Receipt of the signed supplement will serve as our notice to proceed.

Respectfully submitted,

**Creighton Manning Engineering, LLP**



Dale T. (Skip) Francis, PE  
Associate, Civil/Site Group Leader

Enclosure: Standard Terms and Conditions Without Retainer  
NYSDOT Highway Work Permit Application for Utility Work (PERM 32) - 6 pages

CC: Aaron Roberts, PE – CM Civil/Site Project Manager  
Chris Geroux, PE – CM Highway Engineer

**CONTENTS NOTED AND APPROVED:**

**CM Project Supplement No. 23-146**

This proposal is subject to the Standard Terms and Conditions of our Initial Agreement. The person signing the proposal represents that he or she is authorized to legally bind the Client for adherence to the Standard Terms and Conditions and for payment of all bills incurred.

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Street

\_\_\_\_\_  
City/State/Zip

23-146 kgd architects - harrison rec center\working\supplement dot permit\2022-05-18 swa-04.docx



## CREIGHTON MANNING ENGINEERING, LLP (CM)

### STANDARD TERMS AND CONDITIONS

- ~~• **RETAINER:** We have a policy of requiring an advance fee deposit with respect to the last billing. Of course, if the advance fee deposit exceeds the amount of our final invoice, we will refund the excess.~~
- **DISPUTE RESOLUTION:** In the event of a dispute hereunder, the prevailing party shall be entitled, in addition to damages, to reasonable attorney's fees and costs. By executing this agreement you agree that any dispute hereunder shall be heard in the State or Federal courts in Albany County and Westchester County, New York.
- **BILLING / PAYMENTS:** Invoices for CM's services shall be submitted on a monthly basis. Invoices shall be payable upon receipt. If the invoice is not paid within 30 days CM may, without waiving any claim or right against Client and without liability whatsoever to Client terminate the performance of the service. ~~Retainers shall be credited on the final invoice.~~
- ~~• **LATE PAYMENTS:** Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5 percent (or the legal rate) on the term unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, Client shall pay all costs of collection, including reasonable attorney's fees.~~
- **INDEMNIFICATIONS:** Client, shall to the fullest extent permitted by law, indemnify and hold harmless CM, his or her officers, directors, employees, agents, and subconsultants from and against all damage, liability and cost, including reasonable Attorney's fees and defense costs, to the extent arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities, or costs to the extent such are attributable to the negligence or willful misconduct of CM and subcontractors/subconsultants.
- **CERTIFICATIONS:** Guarantees and Warranties: CM shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence CM cannot ascertain.
- **LIMITATION OF LIABILITY:** In recognition of the relative risks, regards and benefits of the project to both Client and CM, the risks have been allocated such that Client agrees that, to the fullest extent permitted by law, CM's total liability to Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes to the extent not covered by CM's insurance shall not exceed the total compensation in this agreement. Such causes include, but are not limited, to CM's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.
- **TERMINATION OF SERVICES:** This agreement may be terminated by Client or CM should either party fail to perform its obligations hereunder. In the event of termination, Client shall pay CM for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.
- **OWNERSHIP OF DOCUMENTS:** All documents produced by CM under this agreement shall remain the property of CM and may not be used by Client, for any other endeavor without the written consent of CM.



**Form PERM 32 (December 2015)**  
**Highway Work Permit Application for Utility**  
**Work Instructions and Form**

**INSTRUCTIONS FOR COMPLETING THE APPLICATION**

**FRONT OF APPLICATION**

Three (3) copies of the entire application, work plans and all other supporting documents must be submitted. At the time of application, certain information relative to fees and deposits may be contingent upon determinations to be made by the Department. In such cases, the information may be left blank and remittance withheld until a determination is made.

Please complete the following:

- Permittee name, address, phone and email address. Provide joint applicant contact information, if appropriate. If there are additional applicants, attach contact information on a separate sheet.
- Name and phone number(s) of emergency contact person.
- If permit is to be returned to someone other than the applicant, complete this section.
- If the guarantee deposit or bond is to be returned to someone other than applicant, complete this section.
- Estimate the cost of work being performed in the state highway right-of-way and provide this figure.
- Indicate anticipated duration of work to be performed with starting date and ending date.
- Indicate the form of insurance coverage to be provided.
- Give a brief description of the work that is proposed to be done under this permit.
- Indicate whether any overhead and/or underground work (5 foot or greater depth) is included in the proposed work.
- Plans and specifications should accompany this application for any work that involves construction within the state highway right-of-way. Place a check mark on the lines for plans and specifications if they are attached to this application.
- Location of the project should be identified by State Route, highway reference marker(s), and the municipality and county in which work area is located.
- In regard to State Environmental Quality Review (SEQR), indicate the type of action, the name of the Lead Agency, and what date the final determination was made, if available.
- Signature of applicant and date.
- Signature of second applicant, if any, and date.

**BACK OF APPLICATION**

- Check type of work that will be performed.
- In the appropriate column, indicate total amount of permit fees
- Indicate Utility Charge Account Number if applicable
- Indicate type of performance security provided (bond, deposit, letter of credit), if required.
- Indicate check number of deposit or bond number.



## RESPONSIBILITIES OF PERMITTEE PURSUANT TO UTILITY HIGHWAY WORK PERMITS

**NOTE: FAILURE TO OBTAIN A PERMIT OR FAILURE TO COMPLY WITH THE TERMS OF A PERMIT MAY RESULT IN THE DEPARTMENT HALTING THE ACTIVITY FOR WHICH A PERMIT IS REQUIRED UNTIL ADEQUATE CORRECTIONS HAVE BEEN MADE.**

**1. LIMITATIONS ON USE:** The specific site identified in this Highway Work Permit, and only that site identified, will be available for use by Permittee only for the purpose stated in this Permit and only on the date(s) and for the duration designated in this permit. This Permit does not authorize any infringement of federal, state or local laws or regulations, is limited to the extent of the authority of NYSDOT and is transferable and assignable only with the written consent of the Commissioner of Transportation. The Commissioner reserves the right to modify fees and to revoke or annul the Permit at any time, at his/her discretion without a hearing or the necessity of showing cause.

**2. CONDITIONS OF USE:** NYSDOT makes no affirmation that the state-owned site used for the work has been designed, constructed, or maintained for the purpose of the conduct of the work. The Permittee assumes full responsibility for planning and conducting a safe and orderly project that does not expose workers or the public to any unreasonable hazards and that involves a minimal disruption of the normal uses of the state and local highway systems. **It shall be the sole obligation of the Permittee to determine whether the site is suitable for the purpose of safely conducting the work.** The Permittee assumes all responsibility for assuring that the use of the highway/property conforms to applicable requirements of law, including, but not limited to those set forth herein.

**Permittee agrees to assure compliance with New York Labor Law, industrial regulations, and OSHA regulations, and to assure the safety of all workers who will be engaged to do the permitted work.**

**3. INSURANCE COVERAGE:** Permittee must have the insurance that is required for the type and extent of the work being performed.

**Permittee agrees to maintain liability insurance in full force and effect throughout the term of the highway work permit. Expiration of, or lack of, liability insurance automatically terminates the permit.**

To comply with this requirement, an applicant must furnish the Department with one of the following:

- A completed **Certificate of Insurance** evidencing the required types and limits of insurance coverage, with New York State Department of Transportation named as an additional insured on the commercial general liability policy. An industry standard **ACORD 25** form with an **ACORD 855** Addendum is acceptable evidence of the required coverage. Certificate Holder should be indicated as New York State Department of Transportation, with the address of the issuing office.
- A fully executed **Undertaking Agreement** may be provided by Municipalities, Public Utilities, Transportation Corporations, Public Service Corporations or Railroads, as an alternative to providing proof of commercial general liability the insurance.

See PERM 32 Submission Package Requirements on page 4 for more detailed guidance on insurance coverage.

**4. COMPENSATION AND DISABILITY INSURANCE COVERAGE:** Permittee is required to have compensation insurance and disability coverage as noted in the provisions of the Worker's Compensation Law and Acts amendatory thereof for the entire period of the permit, or the permit will be invalid. Applicant must provide proof of coverage (Form C-105.2, U-26.3 or SI-12 for Worker's Compensation, and DB-120.1 or DB-155 for Disability Benefits), or provide proof of exemption from this requirement (Form CE-200).

**5. INDEMNIFICATION:** Permittee agrees that, in addition to any protection afforded to NYSDOT under any available insurance, NYSDOT shall not be liable for any damage or injury to the Permittee, its agents, employees, or to any other person, or to any property, occurring on the site or in any way associated with Permittee's activities or operations; whether undertaken by Permittee's own forces or by contractor or other agents working on Permittee's behalf. To the fullest extent permitted by law, the Permittee agrees to defend, indemnify and hold harmless the State of New York, NYSDOT and their agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of any claim, including but not limited to claims for personal injuries, property damage or wrongful death and/or environmental claims, in any way associated with the Permittee's activities or operations, no matter how caused.

**6. NOTIFICATION:** The following should be notified at the appropriate time as shown below:

- Commissioner of Transportation, through the NYSDOT regional office, one week prior to commencing work.
- Area gas distributors, 72 hours prior to any blasting.
- Utility companies with facilities in work areas, before starting work (in accordance with Industrial Code 53).
- Permission from utility company must be obtained before commencing work affecting the utilities' facilities.
- NYSDOT regional signal maintenance shop, 3 days prior to starting work (traffic signal work).
- NYSDOT regional office, at conclusion of work, and return original copy of permit to Resident Engineer.

**NOTIFICATION FOR ANNUAL MAINTENANCE PERMITS:** (1) Except in emergencies, the applicant will notify the regional director and resident engineer in writing, at least 72 hours before work is started. This notice will contain a complete description of the work to be done, including sketches where essential. (2) In emergencies, telephone notice will be immediately given the resident engineer, and the full requirements outlined above will be met as soon as possible, and not later than the first working day following the emergency notice.

**7. SITE CARE AND RESTORATION:** A bond, deposit (bank cashier's check), or a Letter of Credit, in an amount designated by the Department of Transportation, may be required before a permit is issued, in order to guarantee restoration of the site to its original condition. A fully executed Undertaking Agreement may be accepted as an alternative security, where applicable. If the Department is obliged to restore the site to its original condition, the costs to the Department will be deducted from the amount of the permittee's deposit at the conclusion of the work. Costs in excess of the bond/deposit on file will be billed directly to the permittee. If permittee posts a Letter of Credit, the Department may elect to have a contractor restore the site, and issue a draft drawn against the Letter of Credit as payment.

- Anyone working within state highway right-of-way must wear **high visibility apparel** and **hard hat** meeting ANSI Class 2 requirements.
- No unnecessary obstruction is to be left on the pavement or the state highway right-of-way, or in such a position as to block warning signs during non-working hours.
- No work shall be done to obstruct drainage or divert creeks, water courses or sluices onto the state highway right-of-way.
- All false work must be removed and all excavations must be filled in and restored to the satisfaction of the Regional Maintenance Engineer.

**8. COSTS INCURRED BY ISSUANCE OF THIS PERMIT:** All costs beyond the limits of any liability insurance, surety deposits, etc. are the responsibility of the permittee. The State shall be held free of any costs incurred by the issuance of this permit, direct or indirect.

**9. SUBMITTING WORK PLANS:** The applicant will submit three (3) copies of work plans and/or maps as required by the Department. This shall include (but not be limited to) such details as: measurements of driveways with relation to nearest property corner; location of existing and proposed poles, guide rail, signal equipment, trees or drainage structures; positions of guys supporting poles; a schedule of the number of poles and feet of excavation necessary for completion of work on the State right-of-way. A description of the proposed method of construction will be included.

- Plan work with future adjustments in mind, as any relocation, replacement or removal of the installation authorized by this permit and made necessary by future highway maintenance, reconstruction or new construction, will be the responsibility of the permittee.
- The permittee must coordinate the work with any State construction being conducted.

**10. TRAFFIC MAINTENANCE:** A plan detailing how the permittee intends to maintain and protect traffic shall be submitted with work plans. Traffic shall be maintained on the highway in a safe manner during working and non-working hours until construction is completed. The permittee is responsible for traffic protection and maintenance, including adequate use of signs, barriers, and flag persons during working and non-working hours until construction is completed. All sketches will be stamped with "MAINTENANCE OF TRAFFIC SHALL BE IN CONFORMANCE WITH THE NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."

**11. COST OF INSPECTION AND SUPERVISION:** Prior to issuance of the Highway Work Permit, the permittee may be required to sign an INSPECTION PAYMENT AGREEMENT FOR HIGHWAY WORK PERMITS (FORM PERM 50) agreeing to the payment of construction inspection charges, based on the number of work days involved.

**12. SCOPE:**

- **Areas Covered:** Permits issued are for highways, bridges and culverts over which the New York State Department of Transportation has jurisdiction. (Local governments issue permits for highways under their jurisdiction.) Work locations must be approved by the Department.
- **Maintenance:** Unless noted otherwise, applicant shall be fully responsible for the maintenance of all items installed and/or altered as shown on the approved permit plans and documents. Property owners having access to a state highway shall be fully responsible for the maintenance of their driveway in accordance with POLICY AND STANDARDS FOR ENTRANCES TO STATE HIGHWAYS.
- **Work Commencement:** The Permittee shall have a copy of the permit available at the site during the construction period. Work should start within 30 days from validation date of permit or said permit may be revoked.

**13. REPORTING ACCIDENTS:** Permittee is required to report any accidents that occur during the course of the permit work to their insurance company, and to provide the Department with a copy of any such report.

**14. COMPLETION OF PROJECT:** Upon completion of the work within the State highway right-of-way authorized by the work permit, the person and his or its successors in interest shall be responsible for the maintenance and repair of such work or portion of such work as set forth within the Terms and Conditions of the Highway Work Permit.

**15. USE AND OCCUPANCY:** A Use & Occupancy agreement may be a requirement of this permit. If required, Applicant agrees to enter into a Use & Occupancy agreement with the department, and to pay all fees associated with ongoing occupancy of state right-of-way, and all other conditions required under the Use & Occupancy agreement.

## PERM 32 Submission Package Requirements

Submit three (3) copies of the final submission package: Submission package must include the entire PERM 32 with all work plans and supporting documents, including the following (check all that apply):

<input type="checkbox"/>	Stamped Final Plans – Submit in PDF file format on CD, with three (3) paper copies (1" = 50'), or as requested
<input type="checkbox"/>	ACORD 25 - Certificate of Insurance, with NYSDOT named as Additional Insured (See line 3 below).
<input type="checkbox"/>	ACORD 855 - New York Construction Certificate of Liability Insurance Addendum (See line 3 below).
<input type="checkbox"/>	PERM 1, 2, 6 or 16 - Undertaking Agreement, if applicable (See line 4 below).
<input type="checkbox"/>	PERM 36 - Attachment to Highway Work Permit – Consultant Inspection, if applicable
<input type="checkbox"/>	PERM 44 - Surety Bond – Performance bond in Applicant's name, or deposit (Bank cashier's check required)
<input type="checkbox"/>	PERM 50 – Inspection/Supervision Payment Agreement, if applicable
<input type="checkbox"/>	Proof of Worker's Compensation Insurance (Form C-105.2, U-26.3 or SI-12), or proof of exemption (Form CE-200)
<input type="checkbox"/>	Proof of Disability Benefits Coverage (Form DB-120.1 or DB-155), or proof of exemption (Form CE-200)
<input type="checkbox"/>	Permit Fees
<input type="checkbox"/>	Other (specify): <span style="border: 1px solid black; display: inline-block; width: 200px; height: 1.2em; vertical-align: middle;"></span>

### Insurance Requirements

- 1) In most cases, Permittee must provide proof of **Commercial General Liability** insurance coverage with limits of liability not less than **\$1,000,000** per claim/occurrence, unless any of the following circumstances exist, in which case the limits of liability shall not be less than **\$5,000,000** per claim/occurrence:
  - (a) The estimated value of permitted work in state right-of-way is \$250,000 or more (see line 5 below);
  - (b) The permitted work requires or includes the construction, alteration or maintenance of underground features at any depth five feet or more below grade;
  - (c) The permitted work requires or includes the construction, alteration or maintenance of overhead features that include, but are not limited to, traffic signals, overhead sign structures, retaining walls or other grade separation structures.
- 2) Exceptions to the above liability limits include: (a) Annual maintenance permits require limits of liability not less than \$5,000,000 per claim/occurrence; (b) Permits for vegetation control activities require limits of liability not less than \$1,000,000 per claim/occurrence; (c) Residential driveway permits require limits of liability not less than \$500,000 per claim/occurrence; and (d) Adopt-a-Highway permits are exempt.
- 3) **ACORD 25** with **ACORD 855** (New York Construction Addendum) shall be submitted as an acceptable proof of liability coverage. New York State Department of Transportation should be named as Additional Insured and as the Certificate Holder at the address of the issuing office.
- 4) Municipalities, public utilities, public authorities and railroads may elect to provide a fully executed **Undertaking Agreement** as a substitute for providing proof of insurance coverage, or any other financial security otherwise required.
- 5) When the estimated cost of work being performed in the right-of-way equals or exceeds \$250,000, Permittee must additionally provide proof of a **Protective Liability (OCP)** insurance policy with a minimum liability limit of \$1,000,000 per occurrence, with New York State Department of Transportation as Named Insured.

Permittee agrees to maintain liability insurance in full force and effect throughout the term of the highway work permit. Expiration of, or lack of, liability insurance coverage automatically terminates the permit.

For more information on insurance requirements, go to: [www.dot.ny.gov/permits-insurance](http://www.dot.ny.gov/permits-insurance)

STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION  
HIGHWAY WORK PERMIT APPLICATION FOR UTILITY WORK

Application is hereby made for a highway work permit:

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Applicant Phone (\_\_\_\_) \_\_\_\_\_

Applicant Email Address \_\_\_\_\_

Emergency Contact \_\_\_\_\_

Emergency Phone (\_\_\_\_) \_\_\_\_\_

RETURN PERMIT TO: (if different from Permittee)

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

DESCRIPTION OF PROPOSED WORK:

For Joint application, name and address of Applicant 2 below:

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Applicant 2 Phone (\_\_\_\_) \_\_\_\_\_

Applicant 2 Email Address \_\_\_\_\_

RETURN DEPOSIT/BOND TO: (if different from Permittee)

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Estimated cost of work being performed in highway right-of-way: \$ \_\_\_\_\_

Anticipated duration of work: From \_\_\_\_\_ to \_\_\_\_\_ (applies to the operations indicated on the reverse side)

WILL OVERHEAD OR UNDERGROUND (5'+) OPERATIONS BE INVOLVED IN THE PROPOSED WORK? YES ☐ NO ☐

ATTACHED: Plans ☐ Specifications ☐

LOCATION: State Route: \_\_\_\_\_ Located Between Reference Markers \_\_\_\_\_ and \_\_\_\_\_

City/Town/Village of \_\_\_\_\_ County of \_\_\_\_\_

SEQR REVIEW (select one)

☐ Type II ☐ Type I ☐ Unlisted LEAD AGENCY: \_\_\_\_\_ DATE OF DETERMINATION: \_\_\_\_\_

Insurance (check one): ☐ General Liability Insurance ☐ Undertaking

NOTE: PERMIT IS ISSUED CONTINGENT UPON ALL LOCAL REQUIREMENTS BEING SATISFIED

**ACKNOWLEDGMENT:** ON BEHALF OF THE APPLICANT, I HEREBY REQUEST A HIGHWAY WORK PERMIT, AND DO ACKNOWLEDGE AND AGREE TO THE RESPONSIBILITIES OF PERMITTEE AND THE OTHER OBLIGATIONS SET FORTH IN THIS PERMIT AND WARRANT COMPLIANCE THEREWITH.

Applicant Signature \_\_\_\_\_

Date \_\_\_\_\_

Applicant 2 Signature \_\_\_\_\_

Date \_\_\_\_\_

Approval recommended by Resident Engineer \_\_\_\_\_

Res No \_\_\_\_\_ Date \_\_\_\_\_

Approved by Regional Traffic Engineer \_\_\_\_\_

Reg No \_\_\_\_\_ Date \_\_\_\_\_

Operational Type and Description			PERMIT FEES				
			Base Fee	QTY	Unit Rate	Sub Total	Total Fees
<b>ORIGINAL INSTALLATION</b>			<b>Number of feet/poles</b>				
<input type="checkbox"/>	1a1	Underground - excavation, tunneling, boring, installing, etc.	32		.32/foot	0	
<input type="checkbox"/>	1a2	Underground - Commercial subsurface connection	32		.32/foot	0	
<input type="checkbox"/>	1a3	Underground - Residential subsurface connection	32		.32/foot	0	
<input type="checkbox"/>	1b1	Overhead - Erecting poles, towers	63		2.50/unit	0	
<input type="checkbox"/>	1b2	Overhead - Running new lines	63				
<input type="checkbox"/>	1b3	Overhead - Commercial service connection	19				
<input type="checkbox"/>	1b4	Overhead - Residential service connection	19				
<input type="checkbox"/>	1c1	Installation on bridge or culvert	63				
<input type="checkbox"/>	1c2	Installation on bridge or culvert requiring structural changes	625				
<b>MAINTENANCE</b>			<b>Number of regions/counties</b>				
<input type="checkbox"/>	2a	Maintenance, single job	32				
<input type="checkbox"/>	2b1	Annual maintenance per region			2500		0
<input type="checkbox"/>	2b2	Annual maintenance per county			625		0
<input type="checkbox"/>	2c	Repair of water or sewer lines	32				
<input type="checkbox"/>	2d	DOT requested maintenance	N/C				
<b>AFTER ORIGINAL CONSTRUCTION</b>			<b>Number of regions/counties</b>				
<input type="checkbox"/>	3a1	Annual - includes overhead connections - per region			2500		0
<input type="checkbox"/>	3a2	Annual - includes overhead connections - per county			625		0
<input type="checkbox"/>	3b	DOT requested relocation	N/C				
<input type="checkbox"/>	3c	Commercial subsurface service connection	32				
<input type="checkbox"/>	3d	Commercial overhead service connection	19				
<input type="checkbox"/>	3e	Residential subsurface service connection	32				
<input type="checkbox"/>	3f	Residential overhead service connection	19				
<b>MISCELLANEOUS UTILITY WORK</b>							
<input type="checkbox"/>	4	Miscellaneous (describe below)	32				

UTILITY CHARGE ACCOUNT NUMBER: \_\_\_\_\_ WORK ORDER/REF NO: \_\_\_\_\_

PERFORMANCE SECURITY (Select One): Guarantee Deposit - Cash ☐ Performance Bond ☐ Letter of Credit ☐

Guarantee Deposit Amount: \_\_\_\_\_

Guarantee Deposit Check Number or Bond Number: \_\_\_\_\_

(To be completed by NYSDOT Issuing office)

Project Identification Number \_\_\_\_\_

Highway Work Permit No. \_\_\_\_\_

State Highway (SH) Number \_\_\_\_\_

Record ID Number \_\_\_\_\_



Revised May 5, 2023  
April 21, 2023

KG+D Architects  
Attn: Fred Wells, Landscape Architect + Planner  
285 Main Street  
Mount Kisco, NY 10549

**RE: Civil Engineering and Construction Inspection Services for  
Harrison Recreation Center Phase 2  
Located at 270 Harrison Avenue, Harrison, New York 10528  
CM Proposal No. 23-146**

Dear Mr. Wells:

Creighton Manning Engineering, LLP (CM) is pleased to provide this Proposal for Civil Engineering and Construction Inspection Services in connection with the proposed work on the above-referenced project (Project). This proposal supersedes the one previously prepared on April 21, 2023.

CM understands that the revisioning of the Harrison Recreation Center will be a multi-phase process requiring coordination with the Owners and Consultants. This proposal will cover only Phase 2 of the design and construction services and excludes items within Phase 1. In short, this proposal will cover civil engineering and construction inspection services related to the Phase 2 of design/construction that include, but may not be limited to, site hardscape and grading.

### ***SCOPE OF SERVICES***

#### **PROJECT UNDERSTANDING**

KG+D Architects hereafter is referred to as "Client." The Town of Harrison is hereafter referred to as "Town/Owner." This Proposal is based on the following information that CM has received to date:

1. Site plan exhibit and memo documents provided on March 27, 2023, (specifically "2020.0601\_HRC DD DWGS partial site set" and "Memo to CME").
2. The engineering firm of Woodard and Curran has completed the Phase 1 design and will see Phase 1 through its completion in Summer 2023.
3. CM has been asked to prepare Phase 2 civil/site engineering design with the construction phase to occur subsequently. CM has been asked to provide Construction Administration services during the Phase 2 construction period. CM will be available for two (2) project meetings during Phase 1 to remain familiar with project status and information that may be valuable to the Phase 2 design.
4. Site plan applications and any other required permitting approvals (including SEQRA, SWPPP, etc.) have been or will be obtained by others prior to CM beginning work. No further permitting applications are anticipated at this time.
5. Client has existing survey information that will be provided in AutoCAD format for our design development effort.
6. No further survey effort from CM is assumed at this time. An updated survey will be provided by the Town upon completion of Phase 1 construction.

**Task 1 – Civil/Site Design Development (Hardscape, Grading, ADA)**

CM will develop the civil/site plans for Phase 2 construction. Our services include, but may not be limited to, the following scope:

- A. Site Plan Development: Advance the Design Development renderings into a Site Plan set of drawings that consist of the following sheets:
1. Existing Site Conditions Plan – Represented by property boundary, topography at 1-foot contour intervals, spot elevations at significant locations and visible surface features.
  2. Site Layout Plan – Showing dimensional layout of site features and surface treatments.
  3. Site Grading Plan – Showing elevation contours at 1-foot intervals, spot grades at key locations, and conformance with ADA accessibility.
  4. Erosion Control Plan & Details – Showing locations of temporary erosion control practices.
  5. Site Details – Showing site improvements, notes, construction materials, and methods.

Scope excludes:

6. Preparation of Site Utility Plan and/or design of any underground facilities because all underground facilities will have been previously designed by others under the Client's scope of Phase 1 design and construction periods.
  7. Preparation of Lighting Plan and/or design of conduit, fixtures, or other items related to the lighting infrastructure. CM may show location of lighting poles on plan drawings but will not design or determine the location of said poles.
- B. NYSDOT Permitting – CM will provide Phase 2 site plan drawings as outlined in Task 1 section A above for inclusion in the NYSDOT permit(s) for work performed in right-of-way.
- C. Project Specifications – CM will develop specification sections to be included in the Client's Project Manual for the items specific to CM's design scope. CM will select and edit/refine specifications divisions (civil-related CSI MasterFormat Divisions only) in Word-processing format to the Client. The client will be responsible for merging/formatting our specifications into the final Project Manual.
- D. Design Team Meetings And Coordination – We anticipate periodic Design Team Meetings may be necessary with the other involved consultants and designers. Budget includes six (6) design team meetings. Two (2) of these meetings are anticipated to occur during Phase 1 period so that CM can become familiar with project status and gather knowledge that may be valuable to the Phase 2 design scope of our work. To conserve the budget and minimize travel time and expenses, CM will attempt to conduct most of these meetings via remote conference technology; however, CM is willing to attend meetings for which in-person attendance has been requested by Client. If additional meetings are needed beyond the six meetings described herein, then we reserve the right to request this budget be increased.
- E. Expenses – Budget includes these project-related expenses:
- Actual cost of travel-related expenses, including vehicle mileage at the federally allowed rate.
  - Commercial printing costs, shipping charges, etc.

### **Task 2 – Construction Inspection Services**

During the construction of Phase 2, CM will perform periodic as-needed construction inspections of items related to the site construction work and other items described under Scope Task 1. Construction inspection will not be performed on-site full-time daily. We propose a limited budget that includes a total budget of 32 labor hours based on eight (8) inspection visits of approximately four (4) hours duration each visit. Travel expenses to and from the project site are included. The Inspector will perform the following tasks:

- A. Review contractor's field progress and notify the Client of any discrepancies or deviations from the approved design.
- B. Review contractor's material submittals related to the site design scope described under Task 1.
- C. Review of shop drawings specific to CM's design scope.

### **ADD Alternate Task 3 – SWPPP Inspection Services**

We propose this service as a unit price for consideration by the Client and/or Owner, because the precise number of weekly inspections is not known at the time this proposal was prepared. CM staff is available to perform weekly SWPPP Inspections at a rate of \$600 per inspection in accordance with NYSDEC requirements. Per visit fee includes site visit by a Certified ESC professional, Photographing and recording of field conditions, preparation of Weekly Inspection Report, email distribution of Weekly Report to the Owner & Contractor, and roundtrip travel time & mileage expenses.

### **CLIENT SHALL PROVIDE**

- A. Signature authorization at the bottom of the proposal prior to CM commencing work.
- B. AutoCAD version of the Surveyor's most recent base map information including boundary and topographical information prior to commencing out civil/site engineering work.
- C. Any historical mapping or reports relevant to site property of the Project.
- D. Specification template for CM's use in our preparation of specification sections.

### **SCHEDULE**

CM is available to begin work on this project upon receipt of a Notice to Proceed from Client. We are prepared to start work within 1 to 2 weeks of receiving your Notice to Proceed. Once underway with design services, we will work with you to advance the project in a responsive and efficient manner.

### **ASSUMPTIONS**

- A. Proposed scope described herein is reasonable and customary for a project of this magnitude and complexity in the Town/Village of Harrison.
- B. CM's scope of services, for both design and construction inspection, are limited to the items outlined in Phase 2.
- C. If a Field Change is required for any Phase 1 civil utility work, that becomes discovered and necessary during the Phase 2 design period or construction period, then that Phase 1 Field Change effort will be the responsibility of Woodward and Curran.



## EXCLUSIONS

The following services have been excluded from this proposal. CM can provide some of these services in-house or by engaging a subconsultant. Excluded services can be added in the future upon authorization by client:

- A. Survey services including topographic surveys, field verifications or additional items related to easement mapping, boundaries, and descriptions.
- B. Geotechnical services shall be provided by others.
- C. Electrical, MEP, and Architectural design services shall be provided by others.
- D. Preparation of Site Utility Plan and/or design of any underground facilities, because all underground facilities will have been previously designed by others under the Client's scope of Phase 1 design and construction periods.
- E. Full-time on-site Construction Inspection services.
- F. Anything else not explicitly outlined in the Scope of Services.

## ESTIMATED FEES

Total estimated fees are presented below as hourly not-to-exceed budgets. Technical services will be rendered at current hourly rates or as those rates may be amended annually.

Task 1 – Civil/Site Design Development (Hardscape)..... \$ 19,000

Task 2 – Construction Inspection Services ..... \$ 10,000

**TOTAL ESTIMATED BUDGET ..... HOURLY NOT-TO-EXCEED \$ 29,000**

**ADD Alternate Task 3 – SWPPP Inspection Services ..... \$ 600 per weekly visit**

\*\*\*\*\*

These hourly rates are CONFIDENTIAL to the Client and Owner identified in this proposal. Ranges of hourly rates for a representative sample of staffing titles are presented below. Rates will be adjusted annually in the month of January.

<u>Staff Title</u>	<u>2023 Hourly Rate Range</u>
Group Leader/Sr. Project Manager .....	\$ 190 to \$201
Project Manager .....	\$ 155 to \$175
Project Engineer / Sr. Project Engineer .....	\$ 132 to \$150
Assistant Project Engineer .....	\$ 115 to \$127
Construction Inspector .....	\$150

\*\*\*\*\*

Invoices will be mailed monthly with payment due upon receipt. We understand that our invoices will be included with Client's invoices sent to Owner, and that when Owner has paid Client, then Client will pay CM. We reserve the right to request that the respective budgeted allowances for hourly services be elevated if the initial estimated budget should become exhausted.

**CLOSING**

Thank you for the opportunity to submit this Proposal, which is subject to the attached Standard Terms and Conditions. If it is acceptable, please sign and return it for our records. Receipt of the signed Proposal and retainer will constitute the Notice to Proceed.

Respectfully submitted,

**Creighton Manning Engineering, LLP**

*Aaron Roberts*

Aaron Roberts, PE  
Project Manager

*Skip Francis*

Dale T. (Skip) Francis, PE  
Associate, Civil/Site Group Leader

Attachment: Standard Terms and Conditions

**CONTENTS NOTED AND APPROVED:**

**CM Proposal No. 23-147**

This proposal is subject to the attached Standard Terms and Conditions. The person signing the proposal represents that he or she is authorized to legally bind the Client for adherence to the standard terms and conditions and for payment of all bills incurred.

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Street

\_\_\_\_\_  
Town/State/Zip



**CREIGHTON MANNING ENGINEERING, LLP (CM)**

**STANDARD TERMS AND CONDITIONS**

- ~~**RETAINER:** We have a policy of requiring an advance fee deposit with respect to the last billing. Of course, if the advance fee deposit exceeds the amount of our final invoice, we will refund the excess.~~
- **DISPUTE RESOLUTION:** In the event of a dispute hereunder, the prevailing party shall be entitled, in addition to damages, to reasonable attorney's fees and costs. By executing this agreement you agree that any dispute hereunder shall be heard in the State or Federal courts in Albany County and Westchester County, New York.
- **BILLING / PAYMENTS:** Invoices for CM's services shall be submitted on a monthly basis. Invoices shall be payable upon receipt. If the invoice is not paid within 30 days CM may, without waiving any claim or right against Client and without liability whatsoever to Client terminate the performance of the service. Retainers shall be credited on the final invoice.
- ~~**LATE PAYMENTS:** Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5 percent (or the legal rate) on the term unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, Client shall pay all costs of collection, including reasonable attorney's fees.~~
- **INDEMNIFICATIONS:** Client, shall to the fullest extent permitted by law, indemnify and hold harmless CM, his or her officers, directors, employees, agents, and subconsultants from and against all damage, liability and cost, including reasonable Attorney's fees and defense costs, to the extent arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities, or costs to the extent such are attributable to the negligence or willful misconduct of CM and subcontractors/subconsultants.
- **CERTIFICATIONS:** Guarantees and Warranties: CM shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence CM cannot ascertain.
- **LIMITATION OF LIABILITY:** In recognition of the relative risks, regards and benefits of the project to both Client and CM, the risks have been allocated such that Client agrees that, to the fullest extent permitted by law, CM's total liability to Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes to the extent not covered by CM's insurance shall not exceed the total compensation in this agreement. Such causes include, but are not limited, to CM's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.
- **TERMINATION OF SERVICES:** This agreement may be terminated by Client or CM should either party fail to perform its obligations hereunder. In the event of termination, Client shall pay CM for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.
- **OWNERSHIP OF DOCUMENTS:** All documents produced by CM under this agreement shall remain the property of CM and may not be used by Client, for any other endeavor without the written consent of CM.