

# 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



March 20, 2024

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

E-8

**Re: Electrical Engineering Services  
Fremont Street Parking Lot**

Dear Supervisor Dionisio and Members of the Town Board:

Town Board authorization is requested to hire OLA Consulting Engineers to provide electrical engineering services necessary for the construction of the new Fremont Street Parking Lot located on Halstead Avenue and Fremont Street, Harrison, NY, at a cost not to exceed \$33,000.

The scope of services is detailed in the attached proposal.

Funding for this contract is available in Town Special Services Account #001-1900-100-4407.

Further, authorization is requested for the Purchasing Department to issue a Purchase Order payable to OLA Consulting Engineers at an amount not to exceed \$33,000.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Michael J. Amodeo".

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

MJA/jla

Attachment



February 20, 2024

Mr. Michael Amodeo  
Town Engineer  
Town Of Harrison  
1 Heineman Place  
Harrison, NY 10528

RE: Professional Services Agreement  
Fremont St Parking Lot  
Halstead Ave & Fremont St, Harrison, New York 10528

Dear Mr. Amodeo:

We are pleased to submit our Proposal to enter into a Professional Services Agreement to provide Electrical Engineering Services for the above referenced Project. Our Proposal is based on the Conceptual Plans forwarded to our office, on February 9, 2024 which are dated October 20, 2023. For the purposes of this Proposal, the term "Client" or "Owner" refers to Town of Harrison, and the term "Engineer" refers to OLA Consulting Engineers, PC.

## 1.0 PROJECT DEFINITION/BACKGROUND

It is our understanding that the Client intends to redevelop and expand an existing parking lot in the Town of Harrison. There is an existing parking lot at 236 Fremont Street, which connects to an existing to remain municipal parking lot off Harrison Avenue to the east, that will be redeveloped and expanded into an adjacent lot at 226 Fremont Street to the west. There is an existing structure on the 226 Fremont Street lot which will be demolished under a separate contract. There is another underdeveloped lot further to the west adjacent to 226 Fremont Street, at 249 Halstead Avenue, which will be developed for additional parking spaces. Once developed, the three lots will include 59 parking spaces.

The scope of services includes the demolition of existing lighting at the 236 Fremont Street lot, design of new site lighting at 236 and 226 Fremont Street and also at 249 Halstead Avenue, power and control for the lighting. The scope also includes the power circuitry design and specification of 2 dual electric vehicle (EV) chargers which will service 4 parking spaces. It is assumed that a new electric service will be required for the additional electrical loads.

Our Scope of Services will include Electrical Engineering as described above. Site utilities, with the exception of the electrical service, circuiting and controls for site lighting and circuiting for EV chargers, shall be the responsibility of the Site Engineer. In general, our Scope of Services shall include Bid/Construction Documents, Bid Phase, and Construction Administration Services as defined herein.

## 2.0 SCOPE OF SERVICES

Our Scope of Basic Engineering Services shall be as follows:

2.01 Perform a survey of Project Area prior to design to review the existing electrical conditions in the area of work. Our survey is limited to visually accessible areas only. Survey work requiring demolition and/or testing of existing systems or equipment, except as otherwise noted, is not part of our Basic Engineering Service fee.

Westchester  
30 Broadway  
Hawthorne, NY  
10532  
(914) 731-7700

New York City  
120 West 10th Street  
New York, NY  
10011  
(212) 333-1100

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- 2.02 Design new electrical service to the site. This includes preparing service request letters to the utility company, site coordination meeting(s) with utility company representative, and layout of the new services.
- 2.03 Design electrical systems including service, power distribution, power for lighting, lighting control, power for EV chargers, and branch circuiting. We shall coordinate with a lighting manufacturer who will perform light level calculations, as well as lighting layouts and assist with the selection of the light fixtures. Light fixtures shall be specified in the electrical documents and the Engineer shall evaluate the lighting power density to verify compliance with the New York State Energy Conservation Code. With respect to site lighting, we shall design necessary circuiting and control. Our Proposal assumes that there is not a requirement for an emergency generator.
- 2.04 The electrical design shall include raceways for communications for the EV chargers, but not the design of the systems. Design of these systems is not part of our Scope of Basic Engineering Services. We shall coordinate the requirements with the system designers.
- 2.05 We shall attend up to one (1) meetings during the Design Phases with the design team and/or construction manager for coordination, construction budget review, and other design issues as appropriate. Additional meetings are available as an Additional Service in accordance with Section 6.02.1.
- 2.06 Provide Filing Documents consisting of signed and sealed drawings suitable for filing for a building permit. Actual filing with the building department shall be completed by the Client. We shall provide related information as needed to assist the Client in preparing the building permit application.
- 2.07 Prepare Bid/Construction Documents, including plans and specifications on drawings suitable for obtaining competitive pricing. Our Construction Documents shall be based on the final architectural floor plans provided by the Client.
- 2.08 Provide assistance to the Client during the Bidding and Bid Review stages. This shall consist of our attendance at the pre-bid conference, response to contractors' Requests for Information (RFI's), consultation with the Client on acceptability of subcontractors, and review of bids. If necessary, we shall issue Addenda as appropriate to clarify or modify Bid Documents.
- 2.09 Review and approve or take other appropriate action with respect to Shop Drawings and Submittals which the contractor is required to submit. Our review is for general conformance with the Contract Documents and compatibility with the design concept.
- 2.10 Provide assistance to the Client in responding to contractors' RFI's during the course of construction. We shall issue written responses and sketches as appropriate to clarify, supplement, or modify Bid Documents.
- 2.11 Provide two (2) site visits during the Construction Phase to generally observe the progress and quality of the work. We shall document each visit with a Field Observation Report. Our Proposal presently does not include participation in weekly construction meetings. Our participation in construction meetings, or performance of additional site visits, is available as an Additional Service in accordance with Section 6.02.1.

### 3.0 TERMS AND CONDITIONS

#### 3.01 Basic Terms and Conditions of Agreement:

The Standard Form of Agreement between Owner and Engineer for Professional Services (E-500), latest edition, prepared by The Engineers Joint Contract Documents Committee (EJCDC), shall serve as the Terms and Conditions of this Agreement and is incorporated herein by reference. In the event of a conflict between this Agreement and the EJCDC document, this Agreement shall supersede said document.

**3.02 Proposal Limitations:**

This Proposal is limited to the Scope of Basic Engineering Services described in Section 2.0 above. Additional Services are available in accordance with Section 6.02.1. Services resulting from changes necessary due to construction cost over-runs, change orders, additional work items, review of alternate systems or construction procedures that are outside of the control of the Engineer are not part of our Scope of Basic Services. Review of alternates or submissions, sometimes referred to as Value Engineering, are not part of our Scope of Basic Services. Examples of items not included in our Basic Engineering Services fee are:

- 3.02.1 Design utilizing Building Information Modeling (BIM) Software such as Revit.
- 3.02.2 Site Engineering unless herein defined.
- 3.02.3 Revisions to previously accepted drawings.
- 3.02.4 Building department filing, expeditor, and filing fees.
- 3.02.5 Construction Administration Services not defined herein.
- 3.02.6 Emergency generator design.
- 3.02.7 Design of communication systems for EV chargers
- 3.02.8 Mechanical, plumbing, fire protection or architectural services.
- 3.02.9 Design of multiple phase construction projects.
- 3.02.10 Design of temporary heating and lighting systems.
- 3.02.11 Estimating cost of construction.
- 3.02.12 Commissioning Services.
- 3.02.13 Special and Progress Inspections.
- 3.02.14 Demolition of existing structures on 226 Fremont Street, including demolition of utilities.

**3.03 Hazardous Substances:**

The Engineer shall not be responsible for the identification, removal, testing and/or certification of removal relative to any Hazardous Substance including, but not limited to, asbestos, PCB's, Petroleum, Hazardous Waste and similar substances. Both parties acknowledge that the Engineer's Scope of Services does not include any items related to a Hazardous Environmental Condition.

**3.04 Client Furnished Materials:**

The Client shall provide the Engineer with all criteria and full information as to the Client's requirements for the Project, including design objectives and constraints, space, capacity, and performance requirements, flexibility, and expandability, and any budgetary limitations. The Client shall furnish copies of all Design and Construction Standards, which the Client will require to be included in the drawings and specifications. The Client shall furnish copies of Client standard forms, conditions, and related documents for the Engineer to include in the Bid Documents as appropriate. In addition, the Client shall provide the following specific materials and information for the performance of this Proposal:

- 3.04.1 Survey and site plans showing existing and proposed grading as well as the location of all existing and proposed underground utilities and equipment. Plans shall be provided electronically in AutoCAD 2022 or higher and layered per AIA CAD standards.
- 3.04.2 Electrical utility bills for existing parking lot electrical service for the previous twelve months.

**3.05 Limit of Liability:**

- 3.05.1 Both parties agree that the Engineer shall not be responsible for the direction, supervision or control of the construction activities. The contractors are solely responsible for determining the construction means, methods, techniques, sequences and procedures employed during the work including all safety precautions.

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**4.0 CONSULTANTS**

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We shall utilize the services of Conlon Engineering, LLC for preparing a structural design for the lighting pole concrete bases. The cost of this sub-consultant is included in our Basic Engineering Service fee. Otherwise, the Engineer shall perform all services under this Agreement. In the event that an additional need for a subconsultant is identified, we shall discuss that need with you and obtain your approval before proceeding.

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**5.0 SCHEDULE**

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We are prepared to commence work on this Project within seven (7) business days of our receipt of written authorization to proceed, and receipt of Client furnished materials as defined in Section 3.04. Immediately upon our commencement, we shall communicate with the Client and define a mutually acceptable schedule for the delivery of this Project.

Fees quoted in this Proposal are based on the above agreed upon schedule. Modifications, such as accelerated schedules, Project delays or extensions, which are not under the control of the Engineer, are subject to an increase to our Basic Engineering Service fee.

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**6.0 COMPENSATION**

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Our fee for Scope of Services shall be as follows:

**6.01 Basic Engineering Services:**

- 6.01.1 Our fee for Basic Engineering Services described in Section 2.0 shall be the stipulated sum of thirty thousand five hundred (\$30,500) dollars. A breakdown of that fee follows:

<b><u>Project Phase</u></b>	<b><u>Fee(s)</u></b>
Electrical Service Design	\$ 5,000
Construction Documents	\$13,600
Bidding and Award	\$ 1,300
Construction Administration	\$ 4,000
<b>OLA Total</b>	<b>\$23,900</b>
 Sub-Consultant Design	 \$ 5,000
Sub-Consultant Const. Administration	\$ 1,600
 <b>Total:</b>	 <b>\$30,500</b>

- 6.01.2 Project related expenses include those items indicated on the attached *Schedule of Reimbursable Expense Rates* and similar items as appropriate and necessary to provide the services related to your Project. Project related expenses shall be reimbursed at 1.15 times costs/rates indicated on the attached *Schedule of Reimbursable Expense Rates* and are in addition to our Basic Engineering Service fee.

- 6.01.3 Our fee for Basic Engineering Services described in Section 2.0 is based on the entire Project completion by January 31, 2025. Should the Project be delayed or extended beyond the stated date, the Engineer shall be afforded the opportunity to increase stated fees and fee schedules to account for changes in salaries and other related costs.

**6.02 Additional Engineering Services:**

- 6.02.1 Additional Services of the Engineer shall be compensated on an hourly basis at our standard billing rates, per our current *Schedule of Hourly Billing Rates*, unless a stipulated sum is mutually agreed upon. A schedule of our prevailing rates is attached. No Additional Services shall be performed without prior written authorization from the Client.

### 6.03 Terms of Payment:

- 6.03.2 Invoices shall be submitted upon completion of a Project Phase or monthly based on percentage complete at that time. Payment is due twenty-five (25) days from the date of invoice. If any payment is fifteen (15) days past due or more, the Engineer may, after giving seven (7) days written notice to the Client, suspend services under this Agreement until the Engineer has been paid in full all amounts due for services, expenses, and other related charges. It is expressly understood and agreed that the Engineer's fees are payable per this Proposal and not dependent on funding for the Project, approval by other agencies or organizations, or construction of the Project.

## 7.0 PUBLICITY

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The Client agrees that the Engineer shall be permitted to photograph the Project covered by this Agreement and to use the photos in the promotion of their professional practice through advertising, public relations, website, brochures or other marketing materials. The Engineer agrees to contact the Client prior accessing the facility for the purposes of obtaining photographs. The Client also agrees to cite OLA Consulting Engineers, PC in its publicity, job site signage, presentation and public relations activities when mentioning this Project.

## 8.0 INSURANCE

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The Engineer shall maintain Workman's Compensation, General Liability, Automobile Liability, Umbrella Liability and Professional Liability Insurance throughout the period of this Agreement. Certificates of Insurance are available on request.

## 9.0 STANDARD OF PRACTICE

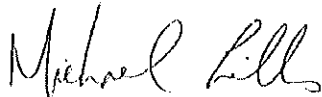
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Services performed by the Engineer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

This Proposal will remain in effect for a period of forty-five (45) days from the date of issue. After that date, the Engineer will be afforded the opportunity to revise fee schedules to account for changes in salaries and other related costs. Should you find this Proposal is acceptable, kindly sign where indicated below and return an executed copy for our records. Both parties acknowledge that once this document is completely executed, it forms a Professional Services Agreement and is a binding obligation of both parties.

On behalf of our organization, we look forward to working with you on this Project.

Sincerely,



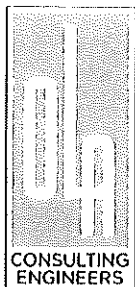
Michael Lillis  
Electrical Engineer

ACCEPTED BY: \_\_\_\_\_  
(Signature)

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

DATED: \_\_\_\_\_



Principals  
 Patrick E. Lynch, P.E.  
 Stephen Abbotto, P.E.  
 James P. Dolan, P.E.  
 John Fene, P.E.  
 Bill Walsh, P.E.  
 Matthew Amicone, P.E.

## SCHEDULE OF HOURLY BILLING RATES

<u>Staff Billing Classification</u>	<u>Hourly Rate</u>
Principal	\$300.00
Associate Engineer	\$230.00
Senior Engineer	\$210.00
Engineer IV	\$185.00
Engineer III	\$175.00
Engineer II	\$160.00
Engineer I	\$150.00
Designer III	\$190.00
Designer II	\$140.00
Designer I	\$100.00
Clerical	\$85.00

## SCHEDULE OF REIMBURSABLE EXPENSE RATES

<u>Expense Description</u>	<u>Cost per Unit</u>
Large format prints on paper	\$0.25/SF
Large format prints on vellum	\$0.50/SF
Large format prints on mylar	\$1.00/SF
Large format document scanning	\$0.50/SF
B/W copies or prints (8.5x11)	\$0.10/page
Color copies or prints (8.5x11)	\$0.60/page
CD archive of digital files	\$50.00/CD
Travel: mileage	at current Federal Rate
Travel: all other expenses	at cost
Overnight delivery or messenger	at cost
Filing fees	paid directly by client to approval agency

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 50 Broadway  
 Hawthorne, NY  
 10532  
 914-747-2000

New York City  
 110 West 40th Street  
 2nd Fl. 900  
 New York, NY  
 10018  
 212-693-1100

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This rate schedule shall be effective through September 30, 2024. After that date, the Engineer shall be afforded the opportunity to revise this schedule to account for changes in costs.