

Dolph Rotfeld Engineering, P.C.
200 White Plains Road
Tarrytown, New York 109591
(914) 631-8600

March 8, 2016

Mr. David Burke, Village Administrator
VILLAGE OF TUCKAHOE
65 Main Street
Tuckahoe, New York 10707

Re: ENGINEERING SERVICES

Dear Mr. Burke:

As per discussion with you and at your request, Dolph Rotfeld Engineering, P.C., (Engineer), hereby submit this revision for scope of work and fees to our existing contracts for providing professional engineering services to the Village of Tuckahoe (Village).

I. CAPITAL PROJECTS

Prepare engineering reports and research products relative to the specific Capital Project being contemplated; prepare plans, specifications and bid documents for the implementation of the project. Preparation of plans will be in accordance with applicable local, state and federal codes and standards, as well as our best effort and generally accepted engineering practice and principles.

In the performance of our work, we will coordinate all activities with you, other Village officials and personnel as appropriate; present our work product to permitting agencies for review and assist in the preparation of applications for approval of plans for the project.

Review bids and assist in the award of contracts.

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Civil Engineering Designs

CATEGORY A is to apply to complex assignments of which the following are typical examples:

- a. Industrial buildings, warehouses, garages and comparable structures
- b. Bridges which are asymmetric or are otherwise complicated
- c. Large dams over 6 ft high or NYSDEC Class A, B or C
- d. Pumping stations
- e. All storm sewers, structures and drains; storm water quality treatment systems
- f. Sanitary sewer lines under 24 inches in diameter
- g. Traffic control devices

CATEGORY B is to apply to less complex assignments of which the following are examples:

- a. Bridges and other structures of conventional design
- b. Local streets, sidewalks, curbs, parking lots
- c. Conventional flood walls and retaining walls
- e. Small dams, less than 6 feet in height
- f. Sanitary sewers 24 inch and larger
- g. Irrigation works, excepting pumping stations

Our fee for services rendered on each capital project shall be on a lump sum basis for the type of project as listed in Category A or B. The fee for Projects listed in Category A shall be 8.5% and in Category B shall be 7.5%. Whenever possible, an estimated budget shall be prepared for you for each capital project to be undertaken

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II. GENERAL ENGINEERING

The review of plans for compliance with the standards, rules and regulations of the Village of Tuckahoe and other regulatory agencies, as related to realty subdivisions and site development for projects submitted to the Building Inspector, the Planning Board or the Board of Trustees. Provide services as requested for review of other engineering related items that need input for your office, the Department of Public Works, Building Department and any of the Village Boards or Commissions.

Preparation of reports and design where engineering is needed for correction of infrastructure and related problems, or other non-capital or non-public bid projects to be undertaken by the Village Department of Public Works.

Provide personnel on an "as needed" basis to assist the Village in conducting inspections of private work being done under Village permit, also in the evaluation and inspection of work undertaken or contracted by the Village, including activities such as video inspections, slip-lining and point repairs of sewer and drain lines; roadway repairs and paving; and in resolving residents' concerns on engineering-related matters or problems.

In response to requests from the Village, we will conduct studies and investigations on any variety of engineering related subjects some of which the following are typical examples. Budget estimates will be prepared for the assigned task whenever possible.

- Applications for grants.
- General inventory of infrastructure conditions.
- Responses to complaints received by the Village and referred to us on infrastructure malfunctions or engineering type problems.
- Engineering reports and planning studies for capital and non-capital projects.

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III. ADDITIONAL SERVICES

The engineering services outlined above do not include services in the following categories of work and which are not included in the lump sum fee. The fees for these services shall be either on an hourly basis, as set forth below, or as billed by our Sub-Consultants.

- Services resulting from significant changes in the project or major changes in documentation, plans and specifications, previously accepted by the Village where changes are due to causes beyond ENGINEER's control.
- Services in connection to staking out the proposed work.
- Services in connection with design of subsurface support pilings, or special foundations for utility lines or structures.
- Services in connection with preparation of construction plans and specifications for electrical, HVAC, plumbing and mechanical work.
- Services to obtain core borings, probing and subsurface explorations, soil, stream, water or air sampling, laboratory tests and inspections of samples, materials, equipment and analysis of all such samples; property, topographic, easement and right-of-way surveys; property descriptions; costs for printing of plans, specifications and bid documents during the design and bidding process.

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- Preparation of Draft or Final Environmental Impact Statement or Environmental Assessment Forms.
- Preparation to serve or serving as a witness in any legal or administrative proceeding.
- Reproduction and printing of plans and specifications.

IV. CONSTRUCTION ADMINISTRATION AND INSPECTION

A Project Representative from our firm will be assigned on-site, as needed per direction of Village, during construction for length of the allocated time in the Contract, to observe performance of the Contractor's work, including shop drawing review.

Through on-site observations of the work in progress and field checks of materials and equipment by firm's Project Representative, we shall endeavor to provide protection against defects and deficiencies in the work of Contractors; by the furnishing of such project representation will not make us responsible for construction means, methods, techniques, sequences or procedures for safety precautions or programs, or for Contractors' failure to perform their work in accordance with the Contract Documents. On the basis of on-site observations, we shall keep the Village informed of the progress of the work, shall endeavor to guard the Village against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

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Review and approve, or take other appropriate action in respect to shop drawings and samples, the results of tests and inspections and other data which Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the contract documents. Such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto; determine the acceptability of substitute materials and equipment proposed by Contractor.

Review and certify all contractor invoices for completion and payment by the Village. Review and negotiate proposed change orders with the Contractor and recommend a course of action to the Village, including payment or non-payment of these requests.

Conduct a final inspection to determine if the work has been completed in accordance with the contract documents and if contractor has fulfilled all of his obligations thereunder so that we may give written notice to the Village that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed above.

We shall not be responsible for the actions or omissions of any Contractor, Sub-Contractor, or any of the Contractor's or Sub- Contractor's agents or employees or any other persons, except our own employees and agents, at the site or otherwise performing any of the Contractor's work.

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V. MISCELLANEOUS

Reuse of Documents

All documents including Drawings and Specifications prepared by Engineer pursuant to this Agreement, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by Village 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 Village's sole risk and without liability or legal exposure to Engineer; and Village shall indemnify and hold harmless Engineer from 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 Village 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 and construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him.

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Successors and Assigns

Village and Engineer each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other part of this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

Neither Village nor Engineer shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or monies that are due), this Agreement without the written consent of the other, 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 anyone other than Village and Engineer.

The ENGINEER's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The Engineer makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

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Payment

The Village shall pay the Engineer for preparation of the work described and performed.

The Engineer will submit monthly payment requisitions based on the percentage of work completed. Village shall pay these within thirty days.

The following hourly fee schedule applies to services rendered in Items II III and IV for personnel assigned to the tasks in 2016:

Principal:	\$180.00
Project Manager:	\$135.00
Project Engineer:	\$120.00
Associate Engineer:	\$ 90.00
Designer/Draftsperson:	\$ 90.00
Construction Inspector:	\$ 80.00

This hourly rate schedule includes direct payroll, fringes, benefits, overhead, non-technical services and profit. Other items to be billed at our cost will be as outlined above in III., as "ADDITIONAL SERVICES".

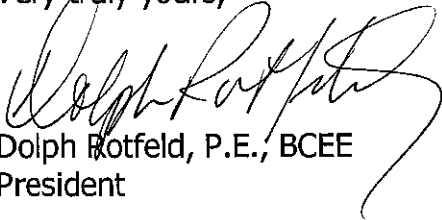
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We look forward to continuing working with the Village of Tuckahoe.

If this proposal is satisfactory, please indicate your acceptance in the space designated below.

Very truly yours,



Dolph Rotfeld, P.E., BCEE
President

Agreed to this _____ day of _____ 2016

By: _____
For the Village of Tuckahoe