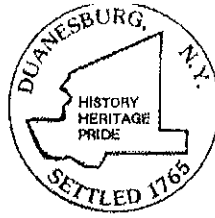


Roger Tidball, Town Supervisor
Jennifer Howe, Town Clerk
Brandy Fall, Deputy Town Clerk



John D. Ganther, Jr., Council Member
Francis R. Potter, Council Member
Jeffrey Senecal, Council Member
William Wenzel, Council Member

5853 Western Turnpike
Duanesburg, New York 12056

Town of Duanesburg

Schenectady County

P# 518-895-8920
F# 518-895-8171

Thursday, April 9, 2020

Town Board Meeting Agenda

Meeting Time: 7:00PM

Call to order
Pledge of Allegiance

Approval of minutes for: Town Board Meeting on Thursday March 12, 2020
Approval of minutes for: Town Board Meeting on Thursday March 26, 2020

Town Clerk's Report
Supervisor's Report
Payment of Claims

Business Meeting:

- 1. Motion to approve the proposal and contract with Delaware Engineering to provide engineering services in an amount not to exceed \$2750.0**

Privilege of the Floor:

Comments are limited to 5 minutes per person. Be respectful. Address the entire Town Board. Individual members are not to be singled out. Speak of issues related to Town business. There will be no tolerance for personal attacks on Board Members. The board reserves the right to ask that your question be put in writing and to be submitted to the Town Clerk to then be distributed to the Town Board. Questions will be answered in a timely manner and mailed to the resident.

PLEASE NOTE: AGENDA ITEMS MAY BE ADDED OR DELETED WITHOUT NOTICE

Town of Duanesburg Town Board

RESOLUTION NO. __ - 2020

April 9, 2020

WHEREAS, Sewer District 1 requires engineering services to address back ups occurring at 10534 Duanesburg Road;

WHEREAS, Delaware Engineering has made an engineering services proposal to the Town Board which is attached hereto along with the proposed contract;

WHEREAS, Delaware Engineering is providing these services for an amount not to exceed \$2750.00 without written authorization from the Town Board of the Town of Duanesburg;

NOW, THEREFORE BE IT RESOLVED, that the Town Board approves the proposal and contract with Delaware Engineering to provide engineering services in an amount not to exceed \$2750.00 and hereby authorizes the Town Supervisor to sign the contract.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of April 9, 2020.

Roger Tidball, Supervisor

Town Clerk/Deputy Town Clerk

Present:
Absent:

Town Board Members:

Roger Tidball	Yea	Nay	Abstain
John Ganther	Yea	Nay	Abstain
Rick Potter	Yea	Nay	Abstain
William Wenzel	Yea	Nay	Abstain
Jeff Senecal	Yea	Nay	Abstain



Delaware Engineering, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432

March 25, 2020

Roger Tidball, Supervisor
Town of Duanesburg
5853 Western Turnpike
Duanesburg, NY 12056

Sub: Engineering Services Proposal
Delanson (Sewer District #1) Collection System Repair

Dear Supervisor Tidball:

Delaware Engineering, D.P.C. is pleased to continue to support the Town of Duanesburg and its infrastructure. We have prepared this proposal based on review of issues encountered at a residential property in the Delanson Sewer District.

A single family home located at 10534 Duanesburg Road Delanson, has experienced backup of sewage into their basement multiple times, including once this week. A check valve is installed on the lateral leaving the home, and unfortunately a backup still occurred. The reason for the backup is related to the location of the property relative to the pump station that serves this area of the system, and the increased encountering of cleaning wipes and rags in the collection system which cause clogs and equipment to not operate correctly.

During storm events when the pump station is unable to keep up with incoming flows, or in the case of last week line blockage on the sewer main entering the pumping station, the collection system fills up until the blockage is removed. The aforementioned property is adjacent to the pump station and at a similar elevation. When the collection system fills, it then fills the laterals as well. In the case of 10534 Duanesburg Road, their lateral fills first, and unbeknownst to them they are unable to send wastewater to the system by gravity, and when they attempt to, there is insufficient pressure to push the waste out, and it ends up backing up into the basement.

A proposed solution to alleviate the potential to backup into the home is to install a grinder pump station. The home would discharge wastewater by gravity to the pump station, it would then pump into the collection system. In the event of a backup in the collection system, the pump would have sufficient capacity to pump into the collection system.

The grinder station is not needed under normal operations, and does not solve the root of the problem which is the collection system filling during storm (I&I) events, or clogs of the system, which are becoming more prevalent currently with more people remaining

Other New York Offices:

· Albany · Goshen · Liberty · Monticello · Red Hook · Walton
www.delawareengineering.com

home and seemingly using more cleaning wipes due to the current health crisis. Those issues need to be resolved as well. Town staff are conducting I&I inspections, and collection system repairs to address this issue, but in the meantime the potential for backup of sewage during extreme events into this property remains and is a health hazard in and of itself.

SCOPE OF PROFESSIONAL SERVICES

To assist in resolving this issue, Delaware Engineering offers to provide the following professional services to assist the town in retaining a contractor to install a grinder pump station and coordinate its installation:

Base Services

Task 1 – Engineering Services

1. Prepare scope of work, sketch plan, and bill of materials for Town personnel to send to local contractors to provide quotes to perform the improvements. This work will generally include:
 - a. Furnish and install a new grinder pump station at 10534 Duanesburg Road. Connect to existing service lateral leaving the home, with pump station to discharge to the existing gravity lateral which is connected to the Delanson Sewer District collection system.
 - b. Install a new shutoff/check valve on the discharge line.
 - c. Install a control/alarm/power panel on the outside of the home. Extend power feeders from the pump station to the panel and to the homeowner's existing power panel in their basement
 - d. Retain pump station manufacturer to conduct a startup/testing of the new station
 - e. Install a check valve on the gravity line at 10535 Duanesburg Road (property across the street at a higher elevation)
 - f. Site cleanup/restoration
2. Assist Town in communication with NYSDEC regarding the installation
3. Travel to site during installation to observe that it is in accordance with the scope of work. Travel to site during startup by equipment manufacturer. Up to three site visits by Delaware Engineering personnel are included in this proposal.
4. Prepare a letter indicating the installation was in accordance with the proposed scope, with a copy to NYSDEC if required.

Assumptions

1. Town personnel to coordinate with property owner to obtain access and any needed releases etc.

2. A formal bid package is not anticipated to be required as the cost is expected to be below the threshold requiring bidding (i.e., \$35,000). It is anticipated the Town will provide the work package to local contractors and issue a purchase order based on lowest responsible received quote

SUMMARY OF COSTS

Delaware Engineering will complete the above listed professional services on a not-to-exceed basis as follows:

Base Services

Task 1 – Engineering Services \$2,750

Total – Base Professional Services: \$2,750

COMPENSATION

Compensation shall be based upon the hours spent on each task by the various categories of personnel, plus subcontractors and direct expenses in accordance with the Rate Schedule in effect (for the year) at the time of the work. Compensation shall commence for services provided from the date of contract execution until completion of the work.

Total contract compensation shall not exceed **\$2,750** unless prior authorization is received from the Client.

Invoices will be submitted to the Client on a monthly basis. Payment shall be made to the Engineer within 30 calendar days of the date of invoice. Checks shall be forwarded to Delaware Engineering, D.P.C., 28 Madison Avenue Extension, Albany, NY 12203 Attention: Susan Olivares.

ADDITIONAL SERVICES

Additional services can be provided if deemed necessary and approved in writing, in advance by the Owner. Compensation for additional services can be negotiated as needed. Additional work will be approved in writing by the Owner prior to the execution of any additional tasks.

Services not indicated or included in the above-listed scope of services or which are subsequently requested, in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or an hourly basis at rates in effect at the time the services are performed, plus subcontracts and reimbursable expenses as outlined in the Rate Schedule for the year in which the work is being performed.

STANDARD CONTRACT TERMS AND CONDITIONS

The terms and conditions contained on the attached sheet apply to this contract.

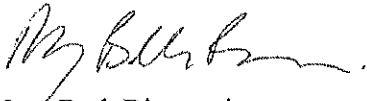
ATTACHMENTS

- 2020 Rate Schedule
- Standard Terms and Conditions –Revised for Town of Duanesburg 1/2020
- Site Plan

Thank you for the opportunity to submit a proposal for these services. If all is acceptable and you wish us to proceed with the work, please sign below and return a copy to our office.

Respectfully Submitted,

DELAWARE ENGINEERING, D.P.C.



Mary Beth Bianconi
Partner

The following endorsement accepts the terms of this proposal and authorizes Delaware Engineering D.P.C. to proceed with the work set forth above.

Town of Duanesburg – (Client)

By: _____
(Signature) (Title)

_____ Date
(Print Name)

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DELAWARE ENGINEERING, D.P.C.
ENGINEERING RATE SCHEDULE
 YEAR 2020

Billing Category	Rate/Hour
Technical Typist / Administration	\$85 - \$95
Designer, Technician, Construction Inspector	\$105 - \$130
Senior Designer, Technician, Construction Inspector	\$125 - \$145
Senior Construction Manager	\$150 - \$180
Senior Project Manager	\$145 - \$170
GIS Specialist	\$125 - \$145
Engineer / Scientist / Planner I	\$105 - \$145
Engineer / Scientist / Planner II	\$145 - \$160
Engineer / Scientist / Planner III	\$150 - \$165
Senior Engineer / Scientist / Planner I	\$155 - \$170
Senior Engineer / Scientist / Planner II	\$165 - \$180
Senior Engineer / Scientist / Planner III	\$180 - \$200
Principal Engineer / Scientist / Planner	\$195 - \$215

Reimbursable Expenses:

- | | | | |
|-------------------------------------|--|----------------|--------------|
| 1. Mileage | @ Federal Rate | | |
| 2. Travel Expenses (Lodging, Meals) | @ Federal Per Diem Rate | | |
| 3. Telecommunications | @ Cost | | |
| 4. FedEx, UPS, US Postal, Courier | @ Cost | | |
| 5. Subcontract Management | @ Cost plus 5% | | |
| 6. Other allowable costs | @ Cost (Plan Reproductions, Photographs, etc.) | | |
| 7. In-house Printing: | | <i>B&W</i> | <i>Color</i> |
| | A size - 8½" x 11" | \$ 0.0375 | \$.375 |
| | B size - 11" x 17" | \$ 0.10 | \$ 1.00 |
| | D size - 24" x 36" | \$ 0.50 | \$ 5.00 |
| | E size - 36" x 48" | \$ 1.00 | \$ 10.00 |
| | other sizes | \$ 0.10/s.f. | \$ 2.50/s.f. |

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and ENGINEER can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by CLIENT are specifically objected to.

2. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by CLIENT. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined at which point, ENGINEER and CLIENT shall work together to amend the scope of services.

3. SAFETY. ENGINEER has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.

4. DELAYS. If events beyond the control of CLIENT or ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended in writing to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, ENGINEER shall be entitled to an equitable adjustment in compensation.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. CLIENT shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination.

In the event either party defaults in its obligations under this Agreement (including CLIENT'S obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

6. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the CLIENT only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CLIENT.

7. RELATIONSHIP WITH CONTRACTORS. ENGINEER shall serve as CLIENT'S professional representative for the Services, and may make recommendations to CLIENT concerning actions relating to CLIENT'S contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CLIENT'S contractors.

8. CONSTRUCTION REVIEW. For projects involving construction, CLIENT acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. CLIENT agrees to hold ENGINEER harmless from any claims resulting from performance of construction-related services by persons other than ENGINEER.

9. INSURANCE. ENGINEER will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and ENGINEER'S business requirements and reasonably acceptable to CLIENT. Certificates evidencing such coverage will be provided to CLIENT prior to commencement of services. For projects involving construction, CLIENT agrees to require its construction contractor, if any, to include ENGINEER as an additional insured on its policies relating to the Project. ENGINEER'S coverages referenced above shall, in such case, be excess over contractor's primary coverage.

10. HAZARDOUS MATERIAL. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. ENGINEER agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT acknowledges and agrees that as between CLIENT and ENGINEER, it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. CLIENT shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize ENGINEER to execute such documents as CLIENT'S agent. CLIENT waives any claim against ENGINEER and agrees to defend, indemnify, and save ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER'S discovery of unanticipated hazardous materials or suspected hazardous materials.

11. INDEMNITIES. To the fullest extent permitted by law, CLIENT and ENGINEER each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, 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, or willful misconduct. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of CLIENT and ENGINEER, they shall be borne by each party in proportion to its negligence.

12. LIMITATIONS OF LIABILITY. No employee or agent of ENGINEER shall have individual liability to CLIENT.

CLIENT agrees that, to the fullest extent permitted by law, ENGINEER'S total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, ENGINEER'S negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the limits of the ENGINEER'S insurance under this Agreement. If CLIENT desires a limit of liability greater than that provided above, CLIENT and ENGINEER shall include as an attachment to this Agreement the amount of such limit and the additional compensation to be paid to ENGINEER for assumption of such additional risk.

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ENGINEER BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

13. ACCESS. CLIENT shall provide ENGINEER safe access to any premises reasonably necessary for ENGINEER to provide the Services.

14. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CLIENT for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at the CLIENT'S risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when CLIENT provides deliverables in electronic media to another entity. CLIENT agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. CLIENT shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, ENGINEER shall be advised and the inconsistency shall be corrected at no additional cost to CLIENT. Following the expiration of this 30-day period, CLIENT shall bear all responsibility for the care, custody and control of the electronic media. In addition, CLIENT represents that it shall retain the necessary mechanisms to read the electronic media, which CLIENT acknowledges to be of only limited duration. CLIENT agrees to defend, indemnify, and hold harmless ENGINEER from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by CLIENT or others acting through CLIENT.

15. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

16. ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

17. STATUTES OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall be governed by the applicable Statute of Limitations.

18. DISPUTE RESOLUTION. Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute can not be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its reasonable litigation, or other dispute resolution, expenses from the other party.

19. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

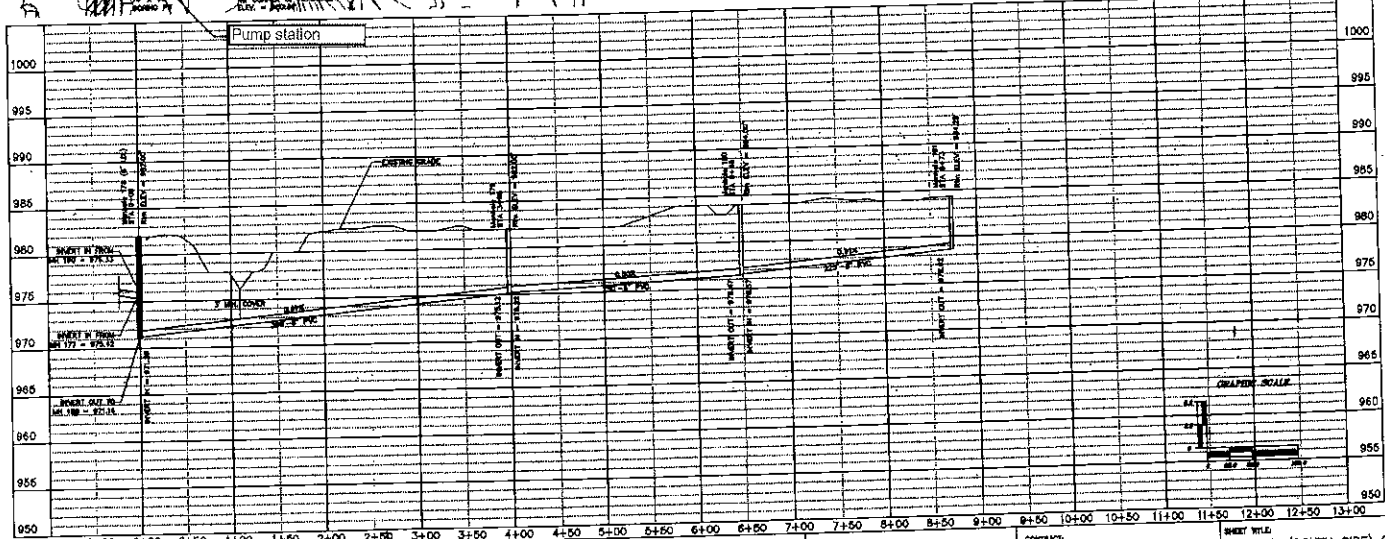
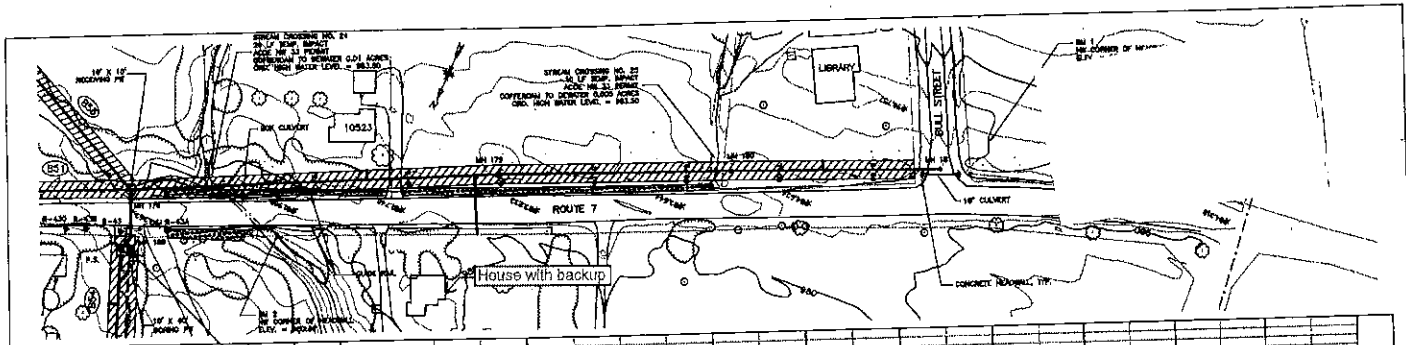
20. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including CLIENT'S contractors, if any.

21. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

22. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

23. COMPENSATION. ENGINEER will prepare and submit invoices to the CLIENT on a monthly basis. CLIENT shall make payment to the ENGINEER within 30 calendar days of the date of the invoice. Checks shall be forwarded to Delaware Engineering, D.P.C., 28 Madison Avenue Extension, Albany, NY 12203.

24. ADDITIONAL SERVICES. Additional services can be provided if deemed necessary and approved by the CLIENT in writing, in advance. Compensation for additional services can be negotiated as needed. Additional work will be approved by the CLIENT in writing prior to the execution of the additional tasks. Services not indicated or included in the above-listed scope of services or which are subsequently requested, in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or an hourly basis at rates in effect at the time the services are performed, plus subcontracts and reimbursable expenses as outlined in the Rate Schedule for the year in which the work is being performed.



NO. DATE REVISION 02 11/01/99 ORIGINAL ISSUE 01 03/19/90 REVISED ISSUE		AUTHORIZED BY THE LOCAL GOVERNMENT AS A LICENSED PROFESSIONAL ENGINEER AND LICENSE NO. 10523		John M. McDonald Engineering, P.C. Public Works Engineering Schenectady, New York		TOWN OF DUANESBURG Schenectady County, New York		PROJECT NAME: SANITARY SEWER CONSTRUCTION		CONTRACT: CONTRACT NO. 1&2		SHEET TITLE: ROUTE 7 (SOUTH SIDE) 2 PLAN & PROFILE	
		PREPARED BY: JOHN M. McDONALD								SCALE NOTED:		REFERENCE NUMBER: 17-9492-124	
		CHECKED BY: JOHN M. McDONALD								DATE: NOVEMBER 1999		SHEET NO.: 862	