



**TOWN AND VILLAGE OF HARRISON
ENGINEERING DEPARTMENT**

Alfred F. Sulla, Jr. Municipal Building
1 Heineman Place
Harrison, New York 10528



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

Frank Balbi, P.E.
Assistant Engineer

February 27, 2012

Mayor Ron Belmont and
Members of the Village Board
Village of Harrison
1 Heineman Place
Harrison, New York 10528

Re: Leonard Jackson Associates
Professional Services Contract
Flood Control Project

RECEIVED
MAY 1 11 11 AM '12

Dear Mayor Belmont and Members of the Village Board:

Village Board approval is requested for the Purchasing Department to issue a Purchase Order to Leonard Jackson Associates in an amount not to exceed \$195,000.00.

The work tasks associated with this proposal (copy attached) are described below:

Contract Analyses, design, plans and specification	\$100,000.00
Mueser Rutledge Consulting Engineers	\$54,000.00
CLOMR Applications and Coordination	\$5,000.00
NYSDEC Dam Permit Application and Coordination	\$8,000.00
Boring Sub-contract	\$3,000.00
Check prints and Final prints	\$3,000.00
Coordination and Meetings	\$5,000.00
Prepare Emergency Action Plan including Dam Break Analyses	\$17,000.00
Total Contract	\$195,000.00

Funding for this work is available in Capital Account # 08DR05.

Respectfully submitted,

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

MJA/fmb

Attachment

Cc: Anthony P. Robinson, Commissioner of Public Works
Purchasing Department

G:\Capital Projects\3 Dam\LIA to Village Board 022212.docx



Leonard Jackson Associates Consulting Engineers

26 Firemens Memorial Drive . Pomona, New York 10970 . (845) 354-4382 . FAX (845) 354-4401

February 24, 2012

Alfred F. Sulla, Jr. Municipal Building
1 Heineman Place
Harrison, NY 10528

Att: Michael Amodeo, P.E., Town Engineer

Re: **PROPOSAL - Nelson Creek and Woodland Road Brook 1 and Woodland Road Brook 2 Flood Control Project**
LJA # 12018

Dear Mr. Amodeo,

We propose to provide engineering services for the development of a flood control detention system including three dams, outlet structures, and a diversion channel on the Nelson Creek and Woodland Road Brook 1 and Woodland Road Brook 2.

The following work is included within the scope of our services:

1. Prepare analyses, designs and contract plans and specifications.
2. Prepare application to NYSDEC for dam permits.
3. Prepare application for Conditional Letter of Map Revision (CLOMR) to the Federal Emergency Management Agency (FEMA) to revise Floodplains and Floodways immediately downstream of the project area.
4. Provide Geotechnical Consulting Services of Mueser Rutledge Consulting Engineers under sub-contract to Leonard Jackson Associates. (See attached proposal from Mueser Rutledge Consulting Engineers to Leonard Jackson Associates.)
5. Provide borings at two locations.
6. Provide Village with two hard copies of plans and specifications plus digital files.
7. Prepare Emergency Action Plan (EAP) for NYSDEC.

We propose to provide our services for a Lump Sum Fee of One Hundred Ninety Five Thousand (\$195,000) Dollars.

Leonard Jackson Associates

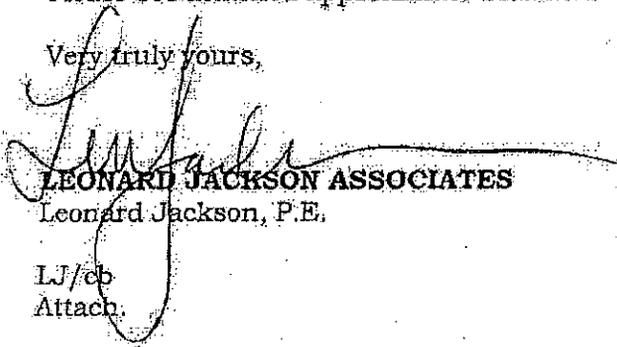
The following services are to be provided by the Village of Harrison through consultants or Village forces,

- a) Survey.
- b) Environmental assessments and permits to address Corps of Engineers, NYSDEC and other agencies' environmental requirements. (Beth Evans Associates)
- c) Clearing to access test pits and borings.
- d) Test pits.
- e) Permitting fees and related fees to public agencies (cost approximately \$5,000).
- f) Assist in obtaining key personnel telephone numbers required for Emergency Action Plan.

Should you find this proposal satisfactory, please so advise. We will proceed immediately upon your acceptance of this agreement.

Please see attached approximate breakdown regarding our lump sum fee proposal.

Very truly yours,


LEONARD JACKSON ASSOCIATES
Leonard Jackson, P.E.

LJ/cb
Attach.

Leonard Jackson Associates

LUMP SUM FEE PROPOSAL

APPROXIMATE BREAKDOWN

1. Contract analyses, design, plans & specifications	\$100,000
2. Mueser Rutledge Consulting Engineers Sub-Contract	54,000
3. CLOMR Applications and Coordination	5,000
4. NYSDEC Dam Permit Application and Coordination	8,000
5. Boring Sub-Contract	3,000
6. Check Prints, Final Prints	3,000
7. Coordination and Meetings	5,000
8. Prepare Emergency Action Plan, including Dam Break Analyses	17,000
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TOTAL	\$195,000

Leonard Jackson Associates

1/2012

STANDARD TERMS AND CONDITIONS

1. Billing will be made periodically as the work proceeds, generally monthly.
2. Billing rates may increase over the course of a project; generally at the first of each new year.
2. Payment will be due 30 days after the date of our statement. If we do not receive written comment about the computer generated billing within 30 days of the billing date, we will assume you have seen the statement and found it acceptable. Statements unpaid within 30 days will be subject to a late charge of 1.5% per month (18% per year), compounded on the unpaid balance commencing from the date of the original statement and continuing until paid. If any of our statements remains unpaid for more than 90 days we may, consistent with our ethical obligations and judicial requirements, cease performing services for you until arrangements satisfactory to us have been made for payment of arrearages and prospective future fees.
3. Retainer will be applied to last invoice at the completion of the work.
4. Time/cost billing rates will be escalated over the course of a project to reflect actual salaries. Typically billing rates are increased at the beginning of each calendar year.
5. Client agrees to bear all costs for the engineer's collection of unpaid bills in excess of six months, including, but not limited to attorneys' fees and court costs.



Mueser Rutledge Consulting Engineers

14 Penn Plaza • 225 W. 34th Street • New York, NY 10122
Tel: (917) 339-9300 • Fax: (917) 339-9400
www.mrce.com

Alfred H. Brand
David M. Cacoilo
Peter W. Deming
James L. Kaufman
Roderic A. Ellman, Jr.
Francis J. Arland
Partners

February 10, 2012

David R. Good
Walter E. Kaeck
Associate Partners

Leonard Jackson Associates
26 Firemens Memorial Drive
Pomona, NY 10970

Hugh S. Lacy
Joel Moskowitz
George J. Tamaro
Peter H. Edinger
Elmer A. Richards
Edmund M. Burke
John W. Fowler
Consultants

Re: Proposal for Geotechnical Engineering Services
Flood Control Dams
Harrison, New York
MRCE File No. P12-024

Raymond J. Poletto
Thomas R. Wendel
Domenic D'Argenzio
Robert K. Radske
Ketan H. Trivedi
Hiren J. Shah
Alice Arana
Joel L. Volterra
Tony D. Canale
Jan Cermak
Sissy Nikolaou
Anthony DeVito
Frederick C. Rhymer
Senior Associates

Gentlemen:

Mueser Rutledge Consulting Engineers (MRCE) is pleased to submit our proposal for the performance of professional engineering services for the subject project. Our services will include performing a geotechnical investigation at each of the planned three dams and preparing a preliminary design of the dams sufficient to estimate the cost of the project.

If all of the terms and conditions of this Proposal are satisfactory to you, your duly authorized signature at the place provided on the last page on a copy of this Proposal will constitute the binding Agreement between us for this Project. The Proposal/Agreement, signed by you, shall be effective upon its return to MRCE.

Michael J. Chow
Douglas W. Christie
Gregg V. Piazza
Pablo V. Lopez
Steven R. Löwe
Sitotaw Y. Fantaye
Ira A. Beer
James M. Tantalla
Andrew R. Tognon
T. C. Michael Law
Associates

PROJECT DESCRIPTION

You have proposed construction of a flood control dam on Woodland Road Brook and a second dam on Nelson Brook plus a dam to control spill over protection between the two impoundment areas. The dams will vary from about 9 to 16 ft in height and will be 160 to 360 ft long. It is anticipated that the dams will consist of earthen embankments with concrete cores as water cut-offs.

Joseph N. Courtade
*Director of Finance
and Administration*

Martha J. Huguet
Director of Marketing

AVAILABLE INFORMATION

Leonard Jackson Associates (LJA) has provided:

- A topographic plan that shows the location of the planned dams, elevation of the top of dam and spillway; nearby streets and buildings.
- A plan showing the planned location of twin 48 inch pipes along Genesee Trail entitled Woodland/Genesee, Drawing 1.
- A drawing showing a cross section of one of the dams and details of the outlet works entitled Woodland/Genesee, Drawing 2.

In addition, our Mr. Hugh Lacy joined Michael Amodeo and Leonard Jackson on an inspection of site conditions on February 7, 2012.

FIELD EXPLORATION

MRCE proposes to investigate subsurface conditions at the three dam locations with a field program consisting of 2 borings and approximately 12 test pits. We will obtain proposals from 3 qualified boring contractors to provide the equipment and crews to perform this investigation. Based on aerial photos of the site it will be necessary to conduct a site inspection with the bidders in order for them to evaluate the equipment necessary and the amount of clearing of undergrowth necessary for access to perform this work. We have included test pits to investigate the stream diversion of Woodland Road Brook to Nelson Brook but have not included an investigation for the catch basins, twin pipes and outlet along Genesee Trail per Bhayin Gandhi's Feb. 6 e-mail. We assume that layout and as-drilled survey of borings and test pits will be performed by others.

SCOPE OF MRCE SERVICES

The Scope of the Services which MRCE proposes to perform for LJA, are:

Phase 1 – Geotechnical Investigation

1. Inspect the site to map any exposed rock outcrops and soils (completed).
2. Plan a boring and test pit program.
3. Prepare a location plan and specifications, obtain proposals from qualified boring contractors, and recommend award. We have assumed that LJA will provide a base plan with the layout of each dam and topography as an electronic file.

Leonard Jackson Associates

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4. Provide continuous inspection of the field work.
5. Review soils/rock samples in MRCE's laboratory.
6. Prepare a geologic profile and one typical section of the embankment for each dam location. We have assumed that LJA will provide a profile of the ground surface along the axis of each dam as an electronic file.
7. Prepare a preliminary design for each dam. We have assumed that LJA is responsible for design of the spillway and conduits.
8. Prepare a report summarizing geotechnical conditions and providing recommendations for construction of the dams.
9. Assist you with preparing a preliminary cost estimate for construction.

Phase 2 – Design Assistance

1. Finalize embankment and cut-off core wall designs and prepare sketches for use in contract documents. Prepare specifications for embankment and cut-off trench/core wall.
2. Review contract documents for the 3 dams prepared by LJA.
3. Review documents prepared by LJA for submittal to the NYS DEC.

We have not included budget to respond to NYS DEC comments and to revise the design, if required, as the scope of this work cannot be determined at this time. We have not included budget to investigate and evaluate potential sources of borrow material. We will provide an estimate for these services, should the need arise, after the scope is determined.

Phase 3 – Construction Services

Provide inspection of the construction of the dams in coordination with LJA and the Town of Harrison.

SUBCONTRACT

MRCE shall prepare plans and specifications naming LJA as the contracting party for the Subcontractors required in connection with the performance of Services by MRCE for the Project. MRCE shall solicit bids from a minimum of three qualified subcontractors. Following acceptance of a qualified bidder, Leonard Jackson Associates shall, except as hereinafter set forth, be responsible for the direct engagement and the direct payment of the fees, costs, expenses and charges of the subcontractor.

MRCE estimates that the boring/test pit subcontract will total approximately \$20,000 including mobilization and clearing of undergrowth for access to each of the sites. We estimate that the cost

Leonard Jackson Associates
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for site clearing and excavating the test pits will range between \$9,000 and \$10,000 assuming that site clearing can be completed in one day and the test pits will be completed in three days or less. We understand that the Town of Harrison may decide to perform the site clearing and test pits if the equipment and crews can be made available.

FEE FOR MRCE SERVICES

Leonard Jackson Associates agrees to pay MRCE a fee for services actually provided determined on the basis of MRCE's schedule of Standard Charges, a copy of which is attached.

MRCE estimates that total charges for the services listed under "SCOPE OF MRCE SERVICES" will be approximately:

- Phase 1 - \$38,000 (\$33,000 office + \$5,000 field)
- Phase 2 - \$16,000
- Phase 3 - Daily rate to be determined at a late date

We have assumed that the test pits and borings in Phase 1 will be made concurrently and that one inspector would cover both operations. We have assumed 4 days of field inspection. Additional field inspection will result in charges of about \$1180 per 9-hour per day, including expenses.

LJA will pay MRCE's invoices for its Fee for Services and Reimbursable Direct Expenses within thirty (30) days from the date of MRCE's invoice; MRCE intends that its invoices will be sent monthly. Unpaid invoices will bear interest from and after the thirtieth (30th) day from the date of the MRCE invoice at the rate of one (1%) percent per month.

INDEMNIFICATION

To the full extent permitted by law, Mueser Rutledge Consulting Engineers (MRCE) agrees to indemnify and hold Leonard Jackson Associates harmless from and against any liabilities, claims, damages and costs (including reasonable attorney's fees) to the extent caused by the sole negligence of MRCE, its partners, employees, and consultants in performance of services under this Proposal/Agreement. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

Leonard Jackson Associates
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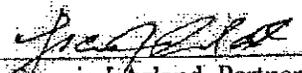
PROPOSAL/AGREEMENT

The foregoing shall, when signed by both parties hereto, constitute the Proposal/Agreement between us to be effective upon its return to MRCE.

Very truly yours,

MUESER RUTLEDGE CONSULTING ENGINEERS

By: _____


Francis J. Arland, Partner

The foregoing Proposal/Agreement is hereby accepted
and agreed to this ____ day of _____, 2012:

LEONARD JACKSON ASSOCIATES

By: _____

Leonard Jackson, President



Mueser Rutledge Consulting Engineers

14 Penn Plaza • 225 West 34th Street • New York, NY 10122
Tel: (917) 339-9300 • Fax: (917) 339-9400
www.mrce.com

STANDARD CHARGES

1. Charges for Partners:
Messrs. Brand, Cacoilo, Deming, Kaufman,
Ellman, and Arland \$310.00 per hour
2. Charges for Associate Partners:
Messrs. Good and Kaeck \$300.00 per hour
3. Charges for Consultants:
Mr. Tamaro \$325.00 per hour
Messrs. Lacy, Moskowitz, Edinger, Richards, Burke, Fowler \$290.00 per hour
4. Charges for Engineering & Technical Staff:
Two and three-tenths (2.3) times salary cost for time properly chargeable to the work. Salary cost is defined as the cost of salaries (including sick leave, vacation and holiday pay applicable thereto) of engineers, technicians, geologists, draftspersons, and technical typists for time directly chargeable to the project; plus unemployment, excise and payroll taxes, and contributions for social security, employment compensation insurance, retirement, medical and insurance benefits. The definition of salary cost is from Manuals and Reports on Engineering Practice - No. 45 issued by the American Society of Civil Engineers. The percentage added to base salary to compute salary cost is the cost to the firm of the salary related expenses enumerated above. These expenses for the previous calendar year are used to establish the percentage for each year in which services are rendered.
5. Legal Proceedings:
Requested presence of a Partner, Associate Partner, Consultant, Senior Associate, or Associate in court or before a governmental administrative board, and for depositions, mediations or for arbitration proceedings will be charged at one and one-half times the above stipulated rates.
6. Expenses Properly Chargeable to the Work, Reimbursable at Cost:
 - a. Travel and living expenses for all personnel when required to be away from New York City in connection with the work.
 - b. Long distance telephone calls, facsimiles, overnight delivery, or cables.
 - c. Reproduction costs applicable to the work.
 - d. Shipping costs of soil samples and other materials.
 - e. Premiums for insurance beyond MRCE standard coverage when required by client.
 - f. Computer costs for outside services.
 - g. Use of CAD equipment at \$10 per hour.
 - h. Sales taxes on professional services where applicable.
7. Subcontractors to Mueser Rutledge Consulting Engineers:
Subcontractors authorized by client at invoice cost plus 10 percent.