

Town of Concord Town Board Meeting
Town Hall

January 3, 2013
7:00 pm

Meeting called to order by Gary A. Eppolito, Town Supervisor

Roll Call

Invocation delivered by _____

Pledge of Flag led by _____

1. Approval of Minutes
 - a) T/BD Mtg 12/13/2012
2. Public Comment
3. Monthly Reports:
 - a) Code Enforcement Officer/Building Inspector report
 - b) Dog Control Officer
 - c) Nutrition Site Report - December 2012
 - d) Judge Frank Report - November 2012
 - e) Judge Gibbin Report - November 2012
 - f) Supervisor Report - November 2012
 - g) Fire Department
 - h) Highway Superintendent
4. New Business:
 - a) 2012 Appropriation Changes
 - b) Audit of the Bills
 - c) Contract with Mark D. Alianello, P.E.
 - d) Reappoint Reed Braman to Assessment Board of Review
 - e) Reappoint Bruce Luno the Planning Board
5. Old Business:
 - a) Authorize E&M Engineers to go to bid Bensley Library
6. Consent Agenda:
 - a) Community Conversation at SGI 1/8/13
 - b) Southtowns Community Enhancement Coalition 12/13/12
7. Executive Session
8. Councilman Notes
9. Motion To Adjourn In Memory of:



Mark D. Alianello, P.E.

Consulting Engineer

Telephone (716) 699-4650
Fax (716) 699-4682

P.O. Box 604
One Washington St.
Ellicottville, New York 14731

November 27, 2012

Honorable Town Board
Town of Concord
86 Franklin Street
Springville, NY 14141

Re: Proposed Senior Center Engineering Services

Dear Council Members,

I am writing to follow up on my conversation with Supervisor Eppolito about providing engineering and architectural services toward the planning of the new Senior Center proposed for the Town of Concord in Springville, New York. I understand that the Town Board desires to build a new Senior Center that would be a simple one story wood frame building, approximately 60' x 100', utilizing a perimeter foundation, slab on grade, and truss roof system. The actual size of the building will be dictated by the programming work done as a part of this proposal.

It is my proposal that we provide the following scope of engineering services.

Task 1: Topographic Survey: Under this task we will subcontract with Clear Creek Land Surveyors who will conduct a topographic survey of the site. This is necessary to allow us to prepare a proper grading plan and site lay out so that all of the elements of the project can be properly organized on the site. It is not our intent to prepare a property survey. As I understand that has been done by others. Our topo survey will be in sufficient detail to allow for preparation of a base map with contours at 1 foot interval that also locates all significant site features and relate them to the property lines.

Task 2: Architectural Programming: Under this task we will meet at one time with the various Town Officials to interview them and determine their needs for office space and meeting room space. Based on this meeting, and follow up conversations, we will develop a space and facilities need analysis. This will allow us to develop an efficient floor plan for use in the new building.

Task 3: Preliminary Plans: Under this task we will develop a preliminary floor plan and elevations of the building based on the space and facilities needs analysis developed in Task 2.

Task 4: Schematic Site Design: This task will consist of developing a preliminary grading, utility, and site plan. The plan will be developed based on preliminary site plan

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information obtained from the above meeting, including parking configuration and building footprint. The preliminary grading and drainage plans will account for ADA accessibility, site drainage, and will coordinate with the architectural plans for the proposed building. This will be an overall site development Master Plan accounting for a future Town Hall on the site. A preliminary Storm Water Pollution Prevention Plan and an erosion and sediment control plan will be developed. The preliminary utility plans will include coordination of water, sewer, electrical, and gas service to the proposed building. All preliminary plans will be submitted to the owner for review and approval prior to final preparation of construction documents.

Task 5: Site Plan Design Development/Construction Documents: This task will consist of preparation of final grading and drainage plans, erosion and sediment control plans, utility plans, and site plans. These final documents will be of sufficient detail for construction and will contain all necessary dimensions, spot elevations, contours, notation, and details. A horizontal control plan will also be prepared for site improvements including the building, concrete work, parking, and curb and gutters. Specifications will also be prepared for utility service connections, earthwork, drainage infrastructure, parking pavement, and sidewalks. The Storm Water Pollution Prevention Plan for the project including an erosion and sediment control plan and a description of the permanent measures will be prepared. We will also assist with the NOI form upon completion.

Task 6: Detailed Design Development: Under this task we will conduct a code review of the New York State Building Codes, Energy Code Analysis, structural design, plumbing design, electrical distribution design, and design of a heating and air conditioning system for the building. It is our proposal that the design will be developed in sufficient detail to allow for your evaluation before finalization. After we have completed the design development phase, we will once again review the project with you for final input. It is our intent to subcontract the electrical and mechanical engineering design to Buffalo Engineering, P.C.

Task 7: Site Plan Approval: We contacted the Village of Springville regarding Site Plan Approval and in their opinion the Village has no jurisdiction on this project. However, I understand that you would like the Site Plan presented to the Village Planning Board for comment as a courtesy. Under this task we will prepare a submittal to the Village of Springville Planning Board, attend Planning Board meetings and, if held, a Public Hearing on behalf of the Town, prepare all documents and exhibits necessary, including a landscaping plan, to assist in coordinating that review. All fees required by Springville shall be paid by the Town. We will do this Task on an hourly fee basis to limit the cost to what is actually required.

Task 8: Final Plans and Contract Documents: Under this task we will finalize the building plans and prepare the detailed technical specifications necessary to allow the project to be let for bids. Included will be the necessary Contract Documents to be used

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Town of Concord
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for bidding purposes. We will use the Standard Engineers Joint Contract Document Committee (EJCDC) standard contract documents. It is likely that the New York State Wicks Law will apply to this Contract requiring separate contracts for general building construction, plumbing, HVAC, and electrical work.

Task 9: Bidding Phase: Under this task we will provide the services necessary to assist you in bidding the project. This will include preparing advertisements for bid, preparing copies of the Contract Documents for contractors to utilize in bidding, answering questions during the bidding period, attending the bid opening, tabulating the bids, and making a recommendation for award of each construction contract.

Task 10: General Services During Construction: Under this task we will provide general services during construction. Due to the New York State Wicks Law there will be a need for some Construction Management Services and schedule coordination which will be included in this task. Also included will be shop drawing reviews, a pre-construction meeting, monthly job meetings (or more frequent if required by job conditions), routine site visits to observe the progress of the work, interpretation of Contract Documents, review of payment requests, recommendations on progress payments, preparation of change orders if required, monitoring and documenting special inspections required by the Code, witnessing testing required, final inspection, preparation of a building maintenance manual, negotiation and issuance of a Certificate of Substantial Completion for each construction contract and recommendation for final payment and acceptance of the work.

It is my proposal that we would provide these services according to the Schedule of Values attached to this proposal. Some of the work items shall be lump sum and some shall be based on hourly fees. I have also attached a Standard Schedule of Hourly Rates which would pertain to our work on this project and a Standard Set of Contract Conditions which when coupled with this proposal letter and the attachments would serve as contract between us for this work.

I look forward to the opportunity to work with you on this project. If you have any questions regarding this proposal I am available to answer them. Thank you again and I look forward to working with you to bring this project to a successful completion.

Very truly yours,



Mark D. Alianello, P.E.
Consulting Engineer

MDA/abt
Proposal #0660

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of November 27, 2012 ("Effective Date") between

Town of Concord ("Owner")

and Mark D. Alianello, P.E., Consulting Engineer ("Engineer")

Engineer agrees to provide the services described below to Owner for Proposed Senior Center ("Project").

Description of Engineer's Services: See attached proposal dated November 27, 2012 with a detailed list of tasks.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

1 of 4

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated.

I. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's

responsibilities as a licensed professional;
or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or 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.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains

an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other

party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. Lump Sum Fees described in Appendix 2 or
2. For those items identified in the proposal letter as hourly, an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project.
3. Plus reimbursable expenses as shown on the Schedule of Hourly Rates.
4. Engineer's Standard Hourly Rates are attached in Appendix 1.
5. The total compensation for services and reimbursable expenses is estimated to be \$ \$2,000

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 9 months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: Town of Concord

ENGINEER: Mark D. Alianello, P.E.
Consulting Engineer

By: _____ By: Mark D Alianello

Title: _____ Title: Consulting Engineer

Date Signed: _____ Date Signed: 11/29/2012

License or Certificate No. and State 058234

Address for giving notices: _____

Address for giving notices:

Town of Concord _____ P.O. Box 604

PO Box 368 _____ Ellicottville, NY 14731

Springville, New York 14141 _____

**APPENDIX 1
SCHEDULE OF RATES**

November 27, 2012

To: Town of Concord
Re: New Senior Center

<u>TITLE</u>	<u>HOURLY RATE</u>
Principal Engineer	\$120.00
Senior Engineer	\$100.00
Project Engineer	\$ 85.00
Staff Engineer	\$ 72.00
Construction Inspector I	\$ 67.00
	\$ 85.00
	Over 40 hours/week
Construction Inspector II	\$ 50.00
	\$ 65.00
	Over 40 hours/week
Engineering Designer	\$ 60.00
Engineering Technician	\$ 50.00
Clerical	\$ 45.00
CADD Computer Time	\$ 7.00
<hr/>	
Reimbursable Expenses:	
Mileage (to and from Engineer's Office) based on IRS published rate	\$ 0.565
Black or Color Wide Format Plots: Black and White Color Typical B&W Plan Sheet – 24" x 36" Typical Color Plan Sheet – 24" x 36"	\$.75/Sq. Ft. \$1.00/Sq. Ft. \$ 4.50 \$ 6.00
Photocopies 8 1/2" x 11" Black 8 1/2" x 11" Color 11" x 17" Black 11" x 17" Color	\$ 0.20 \$ 0.25 \$ 0.25 \$ 0.50

Other miscellaneous and Subcontract: actual cost + 15%

APPENDIX 2
Town of Concord
Proposed Senior Center Engineering Services
Schedule of Values
November 27, 2012

Task 1	\$1,200	Lump Sum
Task 2 & 3 combined	\$3,800	Lump Sum
Task 4 & 5 combined	\$15,500	Lump Sum
Task 6	\$20,000	Lump Sum
Task 7	\$4,000	hourly estimated
Task 8	\$7,000	Lump Sum
Task 9	\$7,000	Lump Sum
Task 10	\$20,000	hourly estimated
Estimated Total	\$78,500	

Reimbursable Expenses will be billed separately, according to Appendix 1 attached. Estimated total of Reimbursable Expenses is \$3,500.