

M1783-0-002  
April 12, 2019

Al Lanzetta, Town Supervisor  
Rosemary Wein, Vice-Chair  
Milton Landing Park Committee  
Town of Marlborough  
21 Milton Turnpike  
Milton, NY 12547

**Re: Milton Landing Pier Restoration - Engineering Design & Construction Phase Services**

Dear Al & Rosemary:

Tighe & Bond, whose services are provided in New York by T&B Engineering, PC, (Tighe & Bond) has enjoyed working with the Town on the Milton Landing Pier Restoration South project and is pleased to be able to continue to assist the Town with this exciting opportunity by providing design and construction phase services.

Having worked with the Town to develop a schematic design, obtain necessary permits from the New York State Department of Environmental Conservation (NYSDEC) and U.S. Army Corps of Engineers (USACOE), and prepare an opinion of probable construction cost, we are pleased to learn the Town of Marlborough has been successful in obtaining Empire State Development funding for the restoration of the Milton Landing Pier. We understand the Town is now prepared to proceed with preparing design drawings for the pier restoration and preparing construction documents suitable for bidding the restoration work for the project. We also understand time is of the essence and have prepared a scope and schedule with the restrictive pier construction timeline in mind. We are ready to begin immediately upon contract execution.

## **Scope of Services**

With the ultimate objective of preparing construction documents to bid the project, we will complete the following tasks necessary to design the restoration of the pier:

- Inspect and take additional existing conditions measurements of the pier. Two years has passed since we previously inspected the pier. Given the significant icing condition and tidal ice movement on the Hudson River, we will conduct an inspection of the current existing condition of the pier. Following the inspection, we will take measurements of all the structural members on the pier to create detailed drawings of the pier. We anticipate needing two field days to complete this work. The measurements will be developed into existing condition and repair drawings which will compliment the site survey of the waterfront park prepared by Maser Consulting.
- Review observations from the field inspection against the existing schematic design to validate the design intent that the permitting is based upon.
- Prepare design development level plans, outline specifications, and an opinion of probable construction cost for the demolition and repair or replacement for various



elements of the pier including: steel and timber piles, timber pier decking and railing, dolphins, aluminum floating dock, aluminum gangways, and concrete landing pads for the gangways. Design development work will also include performance specifications for the floating dock system and gangways. No waterfront park design, such as site utilities, walkways, lighting, or railroad crossing, is proposed as we understand the Town will be developing the park as a separate project.

- Participate in two design progress meeting with the Town and Committee to review the design development plans and opinion of probable construction costs. During the meetings we will review the design, budget, and anticipated schedule for construction.
- Review the terms of the Town's contract with Empire State Development, to incorporate the appropriate conditions of the grant funding into the construction documents. These terms may include prevailing wage requirements, EEO and M/WBE requirements, and bid advertising requirements.
- Prepare construction documents consisting of drawings and a project manual suitable for public bidding, including final design plans, sections, elevations, front end and technical specifications, prevailing wage rates and permit documents. We assume we will coordinate with you and the Town's attorney prior to bidding.
- Provide bidding support services including preparation of a notice to bidders, advertisement of bids, attendance at a pre-bid meeting and preparation of addenda during the bidding process. Following the opening of bids, we will review the bids for conformance with the requirements in the project manual and will make recommendation of a responsible bidder to the Town and Committee. We assume our recommendation will be presented at a meeting with the Town and Committee.

Once a contractor is selected and a contract for services for the construction of the pier is in place, we will provide construction administration and construction observation. It is estimated that active construction will last approximately twelve weeks. Tighe & Bond will provide the following construction administration services throughout the construction period including:

- Scheduling and attendance at a pre-construction meeting
- Attendance at project meetings
- Preparation of meeting agendas and minutes
- Review of construction submittals and shop drawings
- Responses to requests for information (RFI's) during construction
- Review of periodic pay requisitions from the Contractor
- Preparation of final punch lists
- Preparation of substantial completion certificates
- Preparation of final pay requisitions and payment certificates

Tighe & Bond will provide part-time construction observation services. A Tighe & Bond representative will visit the project sites at intervals appropriate to the stage of construction in order to observe the progress and quality of the Work being completed by the Contractor. We have budgeted for 3 hours of on-site construction observation per day over an estimated active construction duration of twelve weeks for a total of 180 hours of construction observation. As requested by the Town, this budget for construction observation is based

upon an aggressive construction schedule and limited unforeseen conditions or schedule interruptions.

Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work, but rather are to allow us to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based upon this general observation, Tighe & Bond will keep the Town informed about the progress of the Work and will endeavor to guard the Town against deficiencies in the Work. Tighe & Bond will not supervise or have control over the Contractor's work nor have any responsibility for the Contractor's safety precautions or programs.

## **Exclusions**

To provide you with a reasonable budget for the desired services, we have prepared a detailed scope of services based upon our understanding of your needs. The following section describes exclusions used in the development of our scope of services and budgetary estimates. Although, our scope of services does not currently include the following tasks, if they become necessary; we can certainly provide these services under an amendment to our agreement:

- Boundary, bathymetric, or topographic survey
- Environmental resource studies
- Environmental permitting
- Geotechnical investigation
- Civil engineering for the waterfront park
- Shoreline design improvements
- Communications with CSX
- Record drawings

## **Fee**

Tighe & Bond will perform the scope of work noted above for a not to exceed fee of \$140,000. We will undertake this work on an hourly plus expense basis and you will be billed in accordance with the Company's standard billing rates. This work would be completed as an amendment to our existing contract agreement dated August 2016. As the original contract did not address construction phase conditions, supplemental conditions attached to this proposal are amended to the contract as Attachment E.

For informational purposes, the below summary provides the anticipated break out of the project. This summary is presented in order to give the Town of Marlborough a better understanding of the how the project budget was developed. Invoices will be submitted based upon total project fee and not individual line item budgets.

<b>Task</b>	<b>Budget</b>	<b>Basis</b>
Final Design & Construction Document Preparation	\$98,000	---
Bidding & Construction Administration	\$21,400	---
Construction Observation	\$20,600	3 hours per day x 12 weeks = 180 hours plus mileage
<b>Total Budget</b>	<b>\$140,000</b>	

If this amendment is acceptable, please sign below and return a copy to us.

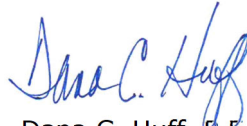
Should you have any questions, please contact Erin Moore at (845) 516-5835, or Brandee Nelson at (845) 516-5803. We look forward to continuing to work with the Town and Committee on this exciting project.

Very truly yours,

**T&B Engineering, P.C.**



Erin K. Moore P.E.  
Project Manager  
[ekmoore@tighebond.com](mailto:ekmoore@tighebond.com)



Dana C. Huff, P.E.  
Vice President / Director  
[dchuff@tighebond.com](mailto:dchuff@tighebond.com)

**ACCEPTANCE:**

On behalf of the **Town of Marlborough**, the scope, fee, and terms of this task are hereby accepted.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Enclosures: Attachment E – Engineer’s Additional Provisions for Construction Phase

Copy: Brandee Nelson, PE LEED AP  
Duncan Mellor, PE

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**1. OPINIONS OF COST, FINANCIAL ANALYSES, ECONOMIC FEASIBILITY PROJECTIONS, AND SCHEDULES**

**1.1** CONSULTANT has no control over cost or price of labor and materials required to implement TOWN's project, unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty, expressed or implied, that TOWN's actual project costs, financial aspects, economic feasibility, or schedules will not vary from any opinions, analyses, projections, or estimates which may be provided by CONSULTANT. If TOWN wishes additional information as to any element of project cost, feasibility, or schedule, TOWN at its own cost will employ an independent cost estimator, contractor, or other appropriate advisor.

**2. CONSTRUCTION PHASE PROVISIONS**

The following provisions shall be applicable should the CONSULTANT be retained to provide Construction Phase Services in connection with the PROJECT:

**2.1** TOWN and Contractor - The presence of CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, does not make CONSULTANT or CONSULTANT's personnel in any way responsible for the obligations, duties, and responsibilities of the TOWN and/or the construction contractors or other entities, and does not relieve the construction contractors or any other entity of their respective obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and for providing and/or enforcing all health and safety precautions required for such construction work.

**2.2** Contractor Control - CONSULTANT and CONSULTANT's personnel have no authority or obligation to monitor, to inspect, to supervise, or to exercise any control over any construction contractor or other entity or their employees in connection with their work or the health and safety precautions for the construction work and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.

**2.3** On-site Responsibility - The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to TOWN an increased degree of confidence that the completed construction work will conform generally to the construction documents and that the design concept as reflected in the construction documents generally has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

**2.4** Payment Recommendations - Recommendations by CONSULTANT to TOWN for periodic construction progress payments to the construction contractor(s) are based on CONSULTANT's knowledge, information, and belief from selective observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by CONSULTANT to ascertain that the construction contractor(s)

have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that CONSULTANT has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to TOWN free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between TOWN and the construction contractors that affect the amount that should be paid.

**2.5** Record Drawings - Record drawings, if required as part of CONSULTANT's agreed scope of work, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. CONSULTANT is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.