

March 27, 2015

Daniel A. Schofield, Commissioner of Public Works
Broome County Department of Public Works
60 Hawley Street
P.O. Box 1766
Fifth Floor
Binghamton, NY 13902

**RE: Proposal to Provide Professional Engineering Services for:
Establishment and Implementation of a Local Road Protection Program
Delta Project Number 2013.103.001**

Dear Mr. Schofield:

Delta Engineers, Architects, & Land Surveyors, P.C. (Delta) appreciates the opportunity to submit this proposal to provide engineering services based on the numerous conversations and meetings between various Broome County representatives and Delta staff.

1.0 PROJECT DESCRIPTION

- 1.1 There are occasions in which heavy concentrated traffic associated with the construction activity related to a new or expanding development exceeds normal load conditions for a road. This excessive loading may cause damage to the road.
- 1.2 Broome County (County) has expressed an interest in addressing the potential damage caused by the excessive traffic loads, and intends to establish and implement a road protection program (RPP). A significant component of protecting the roadways involves the County's consideration and adoption of legal documents to support and implement the RPP. The County is concurrently coordinating a second effort to align their preferred use of a local law and road use agreement/preservation plan. The legal documents will require all developers to provide information to the County such that a determination can be made by the RPP regarding potential damage.
- 1.3 The RPP will determine if the aforementioned traffic exceeds normal traffic load conditions. The RPP approach should be based on sound Engineering principles and methods used across New York State, and supported by data published by the American Association of State Highway Transportation Officials (AASHTO) and the New York State Department of Transportation (NYSDOT), in conjunction with pertinent input from the County.
- 1.4 Regulation of the development by the RPP will occur if, after an objective and systematic review of the Developer traffic and its associated potential road impacts, it is determined that damage to the road network is likely.

- 1.5 If a positive determination is made and regulation is warranted, the RPP requires the developers involved in the activity to make upgrades and repairs to those roads, as may be required.
- 1.6 To provide uniformity at the local level, the County has extended an invitation to all Towns, Villages, and Cities (Municipalities) within Broome County to enlist in the program. The County will pay Phase I and II fees for all participating Municipalities.
- 1.7 Broome County has requested that Delta provide a quote for the establishment and implementation of the Delta Road Protection Program (DRPP). The County is intending to utilize the DRPP in conjunction with adoption of a Law and Road Use Agreement (RUA). It is anticipated that some of the Municipalities will be implementing the DRPP and adopting a local law/RUA while others will only be implementing the engineering portion of the DRPP.
- 1.8 Copies of template laws (County and Local) and road use agreements were previously secured by the County in 2013 and are not part of this proposal. The template laws were reviewed by the County and/or various Municipal Attorneys and customized to address specific local concerns and issues.

2.0 SCOPE OF SERVICES

2.1 Phase I – Establish Road Network Data Baseline

- 2.1.1 **Director of Highways Interview:** Delta will conduct an interview with the Director of Highways at the County level, as well as the Highway Superintendents for participating municipalities. The meetings will focus on documenting how the County's and local Municipality's Highway Department functions, in terms of addressing maintenance, road repairs, reconstruction, etc. Additionally, the discussion entails documenting what standards and types of material are used by the County and Municipalities. The documentation collected will serve as part of the basis for establishing the costs for future road repairs / upgrades that are associated with a Phase III project.
- 2.1.2 **Baseline Road Condition Survey:** Delta will survey a 35-mile sample of typical roads owned by the County, as well 20-mile owned by and in each of the participating Municipalities; assess geometric characteristics of roads; and rate the condition of roads (asphalt, aggregate, and earthen). The 20 mile sample size is used on all networks which consist of 200 miles or less.
- 2.1.3 **Establish Highway Network Database:** Delta will determine typical maintenance, repair, and construction practices using a combination of road surface pavement management software, road survey, and the superintendent of highways interview data. This data set will be used in the implementation of the RPP and establishing repair and reconstruction methods for road damages.
- 2.1.4 **Baseline Traffic Volume Count:** 9 nodes will be selected by Delta for a 24-hour traffic count along County Roads, and an additional 9 more in each participating municipality along their roadways. Work shall be performed by a qualified subcontractor selected by Delta if the data cannot be provided by the County. The

location of the counts shall be provided to the County for review prior to counts being taken.

2.1.5 Engineer's Report: Delta will deliver a copy of the Draft Engineer's Reports including all the information obtained as described in 2.1.1 through 2.1.4 above. The reports are created individually for and provided to the County and each of the participating municipalities.

2.2 Phase II –Appointment of the County and Local Municipality Program Managers, Establishment of the Minimum Impact Threshold, and Training of Municipal Representatives

2.2.1 Appointment of the County and Local Municipality Program Manager and Establishment of the Minimum Impact Threshold: The County appoints a Road Protection Municipal Program Manager (MPM), as does each of the participating Municipalities. The MPM is the point of contact between Delta and the County during Phase III when a Developer traffic project may affect municipal roads and is also the point of contact between the County and the party or parties responsible for the development. The MPM duties and responsibilities are referred to throughout this manual and are discussed in detail during training.

Concurrent with the appointment of the MPM the Minimum Impact Threshold (MIT), in ESALs, is established for the County and each participating municipality. The MIT is the threshold in which the Developer traffic is compared to for potential regulation. The MIT is established by the County or Municipality with assistance from Delta. The MIT determination is typically based on the parameters of a spring-thaw condition on the weaker end of the County's / Municipality's roadways using historical data.

2.2.2 Inclusion of the MIT into the Engineer's Report: The MIT is added as an Appendix to the Draft Engineer's Reports. Any comments provided by the County / Municipalities on the Draft Engineer's Reports will be reviewed and addressed if appropriate in the Final Engineer's Reports. The Engineer's Reports are then finalized by Delta and distributed. *In the event the MIT has not been provided, the Reports are distributed as Final with a placeholder for the MIT forms.*

2.2.3 Distribution of the Road Protection Program Manual and RPP Training: The current version of Delta's Road Protection Program Manual is provided to the MPM's prior to or in conjunction with training. Delta will coordinate with the MPM to schedule and conduct the training of the County and participating municipalities.

Participation in training by the MPM is mandatory. Other potential training personnel could be but are not limited to:

- Director of Highways
- Highway Superintendents
- County/Municipal Board Members
- County/Municipal Clerks
- Code Enforcement Officers

2.3 **Phase III – RPP Coordination and Road Use Agreement Implementation**

2.3.1 **RPP Coordination and Enforcement:** Any development activity that generates heavy concentrated traffic which exceeds normal wear-and-tear thresholds as defined by the RPP will require haul route approval and monitoring.

Delta will provide the following:

- Application forms related to the proposed haul route and associated traffic.
- Review and evaluation of traffic declaration forms.
- Review and evaluation of proposed haul route and recommendation for approval / consideration of an alternative route.
- Testing as may be required by the provisions set forth in the County's RUA and supporting document (RPP Program Manual).

If required and appropriate, the haul route evaluation and testing includes the road, as well as any culverts and/or bridges located along the proposed haul route/s.

2.3.2 **Road Use Agreement Management and Implementation:** Implementation of the Road Use Agreement will require supporting professional engineering and legal services.

Elements to be handled by Delta will be reviewed individually on a specific case by case basis. In the event the County / Municipality elect to allow the Developer[s] to provide Engineering Services, the materials provided by the Developer may be reviewed by Delta at the request of the County / Municipality. An addendum, as shown on page 8 of this proposal, will be added to the Program Manual further explaining this.

3.0 **TIME SCHEDULE**

We anticipate completion of the Phase I (Section 2.1) and Phase II (Section 2.2) services in four (4) months following receipt of this signed proposal and all client provided data discussed in Section 2.1.1 and 2.1.4 above., based on acceptable weather conditions for the field work.

4.0 **PROPOSAL ASSUMPTIONS**

4.1 **Phase I:**

- 4.1.1 Director of Highways and Highway Superintendents assemble any available background information (e.g., road history) by referencing an interview summary worksheet provided by Delta prior to interview.
- 4.1.2 Road Condition Ratings will be performed outside of inclement weather when roads are free of snow and/or ice, and the road surface is exposed and visible.
- 4.1.3 Delta will provide a copy of NYSDOT Inventory List of Municipal Road Network to the County's Director of Highways and Municipal Highway Superintendents for review and approval.
- 4.1.4 County will label all town roads on a map with names which match those shown

in the approved Highway Inventory.

4.1.5 Traffic Counts will be provided to Delta by the County. In the event this is not feasible, Delta will conduct the counts outside of snow plowing/removal season. If traffic counts must be conducted during plowing season, special radar units will be used and rental costs may be greater than for conventional tube counters. Any costs for Delta doing the traffic counts will be added to the total costs provided herein. The County would be notified and written approval requested prior to Delta incurring any such additional costs.

4.2 Phase II:

4.2.1 Training for implementation of the RPP process will be conducted for up to 5 persons per participating locale.

4.2.2 The County will provide a training facility and overhead screen for use in the presentation.

4.2.3 The fees for legal fees and expenses in connection with any challenges to the RPP are not included in the scope of services described herein.

4.3 Phase III:

4.3.1 Delta will conduct, and/or subcontract with others as necessary, to complete all services required for processing of RPP haul route applications and approvals. Costs for these services will be billed through the County to the developer.

4.3.2 The Road Use Agreement adopted by the County/Local Municipality stipulates that the responsible party causing the heavy concentrated traffic agrees to pay for any required professional services (engineering, legal) to implement the requirements of the RPP Road Use Agreement.

5.0 COMPENSATION

Delta proposes to provide the above described services for a lump sum cost per each participating municipality as follows:

| Road Protection Program Per Locale | |
|---|--|
| Description | Phase I & II Cost (Phase III billed to developer) |
| 0 – 10 participating locales | \$7,400 |
| 11 – 15 participating locales | \$6,700* |
| 16 - 20 participating locales | \$6,000* |
| 21 or more participating locales | \$5,400* |

*- Discount based on Locales training together at one location

Reimbursable engineering expenses will be billed, in addition to the lump sum fee, in accordance with our current rate schedule. Reimbursable expenses include:

- Mileage associated with:
 - Phase I superintendent of highway interview (to and from our Endwell office)

- Phase I baseline condition road surveys (on site mileage plus to and from our Endwell office)
- Phase II training (to and from our Endwell office)
- Printing costs for the Phase I Engineer's Reports (1 Draft and 1 Final) and Phase II Training Manuals

6.0 **EXTRA WORK REQUESTS**

If work on this project is believed by Delta to be beyond, or in addition to, the Scope of Services, we will notify you immediately. Upon your written approval we will proceed with this additional work and bill the time expended at our current hourly rates.

7.0 **AGREEMENT TERMS**

This project will be billed monthly on a percent complete basis (phased), with the invoiced amount representing the actual amount of work completed. The percentage of completion of the phases will be billed in accordance with our Compensation section above.

Invoices unpaid after 60 days may be sent to a collection agency. Client will be responsible for all collection charges and fees in addition to the original invoiced amount.

If the services covered by this proposal have not been completed within the scheduled time, through reasons beyond the control of Delta, the anticipated completion date and/or the proposed compensation may be renegotiated.


If the above conditions are acceptable this proposal can become contractual by signing and dating below. The Terms and Conditions on the enclosed Exhibit A are incorporated and made a part of this Agreement.

Please return one signed copy of this Agreement to our office to serve as your authorization for us to proceed on this work. This proposal is valid for thirty (30) days from the date of this letter.

Thank you for your consideration of this proposal. Please contact Chris Maby at 607.231.6625 or via email at cmaby@deltaengineers.com if you have any questions or comments.

Respectfully,

DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, P.C.



Joseph J. Mieczkowski, P.E.
Director of Transportation Services

JJM/CJM

| Broome County & Local Municipality DRPP Participation | | | |
|--|---|---------------------|----------------------------------|
| Locale | Please check the appropriate box for all locales | | |
| Broome County | PARTICIPATING <input type="checkbox"/> | | <input type="checkbox"/> DECLINE |
| City of Binghamton | PARTICIPATING <input type="checkbox"/> | | <input type="checkbox"/> DECLINE |
| Town of Barker | PARTICIPATING <input type="checkbox"/> | | <input type="checkbox"/> DECLINE |
| Town of Binghamton | PARTICIPATING <input type="checkbox"/> | | <input type="checkbox"/> DECLINE |
| Town of Chenango | PARTICIPATING <input type="checkbox"/> | | <input type="checkbox"/> DECLINE |
| Town of Colesville | PARTICIPATING <input type="checkbox"/> | | <input type="checkbox"/> DECLINE |
| Town of Conklin | PARTICIPATING <input type="checkbox"/> | | <input type="checkbox"/> DECLINE |
| Town of Dickinson | PARTICIPATING <input type="checkbox"/> | | <input type="checkbox"/> DECLINE |
| Town of Fenton | PARTICIPATING <input type="checkbox"/> | | <input type="checkbox"/> DECLINE |
| Town of Kirkwood | PARTICIPATING <input type="checkbox"/> | | <input type="checkbox"/> DECLINE |
| Town of Lisle | PARTICIPATING <input type="checkbox"/> | | <input type="checkbox"/> DECLINE |
| Town of Maine | PARTICIPATING <input type="checkbox"/> | | <input type="checkbox"/> DECLINE |
| Town of Nanticoke | PARTICIPATING <input type="checkbox"/> | | <input type="checkbox"/> DECLINE |
| Town of Sanford | PARTICIPATING <input type="checkbox"/> | | <input type="checkbox"/> DECLINE |
| Town of Triangle | PARTICIPATING <input type="checkbox"/> | | <input type="checkbox"/> DECLINE |
| Town of Union | PARTICIPATING <input type="checkbox"/> | | <input type="checkbox"/> DECLINE |
| Town of Vestal | PARTICIPATING <input type="checkbox"/> | | <input type="checkbox"/> DECLINE |
| Town of Windsor | PARTICIPATING <input type="checkbox"/> | | <input type="checkbox"/> DECLINE |
| Village of Deposit | PARTICIPATING <input type="checkbox"/> | | <input type="checkbox"/> DECLINE |
| Village of Endicott | PARTICIPATING <input type="checkbox"/> | | <input type="checkbox"/> DECLINE |
| Village of Johnson City | PARTICIPATING <input type="checkbox"/> | | <input type="checkbox"/> DECLINE |
| Village of Lisle | PARTICIPATING <input type="checkbox"/> | | <input type="checkbox"/> DECLINE |
| Village of Port Dickinson | PARTICIPATING <input type="checkbox"/> | | <input type="checkbox"/> DECLINE |
| Village of Whitney Point | PARTICIPATING <input type="checkbox"/> | | <input type="checkbox"/> DECLINE |
| Village of Windsor | PARTICIPATING <input type="checkbox"/> | | <input type="checkbox"/> DECLINE |
| Total Cost = | _____ Participating Locales | x \$ _____/locale = | \$ _____ |

Accepted this _____ day of _____, 2015

By: _____
Signature Printed or Typed

Title: _____

Enc.: Exhibit A – Terms and Conditions, 2015 Rate Schedule

ADDENDUM TO DELTA ROAD PROTECTION PROGRAM MANUAL VERSION 3.1, AND
EXCLUSIVELY FOR USE BY BROOME COUNTY AND PARTICIPATING MUNICIPALITIES
WITHIN BROOME COUNTY

In Executive Summary, add the following to the end of the Introduction Section:

The County and Municipalities are free to solicit proposals for the Phase 3 work envisioned in this manual by any Engineer. The DRPP Program Manual shall refer to the Engineer retained by the County or the Municipalities.

Wherever the words "Highway Superintendent" appears, said words may at the request of the County or the Municipalities be deemed to include the County or Municipal Commissioner of Public Works and the County or Municipal Engineer.

In Section 2.3: Distribute Manual/Forms to MPM and Conduct Training, the first paragraph is replaced by the following:

Road Protection Program Manual - The current version of Delta's Road Protection Program Manual is provided to the MPM prior to or in conjunction with training.

Throughout the Manual, the term "Local Law" and "local road protection law" shall mean the local law, resolution, or other legislative action taken by the Municipality whereby the Municipality adopts a local law or policy regarding road use and preservation.

Throughout the Manual, the term road use agreement (RUA) shall mean that road use agreement adopted by Broome County and the Municipality as part of its Local Law.

Throughout the Manual, the term "Developer traffic" shall have the same meaning as "Concentrated Traffic" as defined in the road use agreement (RUA).

In section 3.2, MPM's Initial Contact with Developer, a new paragraph shall be added at the end of the section as follows:

In some cases, the Developer may still be subject to regulation and execution of an RUA, pursuant to that Municipality's Local Law, even if the MIT evaluation results in a negative determination.

In section 3.2, Minimum Impact Determination, a new sentence is added at the end of the first bullet point as follows:

Alternatively, if continued regulation is required by the Local Law, the MPM notifies the Developer that no pre-use repairs or upgrades will be required.

In section 3.2., Table 3.2.3, Minimum Impact Threshold Evaluation, the text in the "Non-Regulated" column shall be replaced as follows:

| |
|---|
| Wd <= Wa Non-Regulated; or depending on the Local Law, no recommendation of pre-use upgrades |
| No further regulatory action required and close out application; or depending on the Local Law, no recommendation of pre-use upgrades |

EXHIBIT A – Terms and Conditions

Indemnification: Delta Engineers, Architects, & Land Surveyors, P.C. (Delta) agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Delta, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Delta shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Termination of Services: This agreement may be terminated upon 5 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay Delta for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Dispute Resolution: Any claim or dispute between the Client and Delta shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of Delta.

Accuracy of Client Documents: The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. Delta may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

Ownership of Documents: The Client acknowledges Delta's plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of the moneys due to Delta. The Client shall not reuse or make or permit to be made any modifications to the plans and specifications without the prior written authorization of Delta. The Client agrees to waive any claim against Delta arising from any unauthorized reuse or modification of the plans and specifications.

Excluded Services: Services not set forth above in the Scope of Services of this agreement are specifically excluded from the scope of Delta's services. Delta assumes no responsibility to perform any services not specifically listed in the Scope of Services.

Fiduciary Responsibility: The Client confirms that neither Delta nor any of Delta's subconsultants or subcontractors has offered any fiduciary service to the Client and no fiduciary responsibility shall be owed to the Client by Delta or any of Delta's subconsultants or subcontractors, as a consequence of Delta's entering into this Agreement with the Client.

It is agreed the above terms and conditions are incorporated into and made a part of the Agreement.