

June 17, 2024

Town of Romulus
1435 Prospect Street
PO Box 177
Willard, NY 14588

Attn: Mr. David Hayes, Town Supervisor

**Re: Proposal for Engineering Services
Willard & Romulus Water System Interconnection**

Dear Dave;

The Town of Romulus desires to investigate installation of a new water storage tank to service areas located between the Willard and Romulus Hamlets, and the Romulus Hamlet, which is currently serviced by Waterloo/Varick. This improvement scenario will not only aid in creating a southern Seneca County water service area that could be expanded to Ovid, Interlaken, Lodi, etc. utilizing the capacity of the former Willard Drug Treatment Campus water supply, but will also serve to protect the residents and users along State Routes 96A, 96, and 414, County Roads 130, and 148, and Log City Road against the contaminated soils and groundwater caused by the Seneca Army Depot Superfund Site. This proposed expansion would occur in multiple phases and such sizing and flexibility is important to minimize poor water quality concerns. As a result, Hunt Engineers Architects, Land Surveyors & Landscape Architects, DPC (HUNT) proposes to complete the following scope of work to review current water usage for the existing water district areas, estimate usage of existing properties on private wells to be connected, review and estimate with the Town(s) and County assistance any future development along the water main route to understand the impact of potential future contributing water demand, evaluate potential water storage tank sites, and identify the potential phased proposed improvements that will allow for efficient operation and future compliance:

I. Scope of Services

- A. HUNT shall meet with the Town of Romulus and Seneca County to gather all pertinent information, delineate potential services areas and outline potential phasing that the new watermain and tankage would serve. Review existing Seneca Army Depot State Superfund Site documentation for correlation of contamination and reference into report.
- B. Meet with the NYSDOH regarding the proposed modifications and discuss concerns that shall be addressed or outlined in the pending report.
- C. Evaluate this proposed service area for Equivalent Dwelling Units, development potential, potential water usage, and fire protection. Size water storage tankage and potential watermain. Watermain shall be sized through the development of a simple water model.
- D. Develop conceptual layouts of the proposed additional tank and associated watermain on mapping consisting of aerial photography and LIDAR contours. These conceptual layouts shall consist of tank location options, watermain configuration options, etc. These various improvement alternatives shall be reviewed with the Town, their water operator, and the NYSDOH as desired.

- E. Cost estimates shall be developed for the various scenarios/phases. Should conceptual layouts suggest work within roadways or rights-of-ways, discussion with the Town, the highway superintendent, Seneca County DOT, and NYSDOT may be required to understand timing of road improvements and/or additional requirements.
- F. Develop a detailed engineering report that can be utilized for submission of grant funds. This report shall document the proposed area to be served, existing conditions, need for the project, alternatives considered, preferred alternative, and a preferred alternative cost analysis (i.e. identification of cost per EDU).
- G. HUNT shall meet with the Town of Romulus and Seneca County to review the report. Comments shall be addressed and incorporated into a revised report.
- H. HUNT shall submit the preliminary engineering report to the NYSDOH for review and comment. Comments obtained from the NYSDOH shall be reviewed with the Town and addressed accordingly.

II. Exclusions

Should any of the following exclusions be deemed necessary or requested by the Owner, a fee can be provided and HUNT will amend this proposal.

- A. Topographic and boundary survey.
- B. Environmental studies, archaeological, or subsurface/geotechnical investigations.
- C. Location of subsurface utilities.
- D. Well testing/sampling. It is assumed that coordination through the Town/County/State/Federal will be utilized for these efforts.
- E. Hydrogeological services.
- F. Grant applications and administration services.
- G. Permitting and associated fees.
- H. District formation.
- I. Intermunicipal Agreement(s).
- J. State Environmental Quality Review Act (SEQR).
- K. Ag & Markets Notice of Intent.
- L. Design documents beyond concept plan layouts.
- M. Construction period services such as bid documents, bidding, construction administration and observation.
- N. It is anticipated that three (3) in-person meetings will be required.

III. Compensation

HUNT proposes to perform the work as outlined in the Scope of Services for a lump sum fee of twenty thousand five hundred dollars (\$20,500) plus disbursements. Disbursements include such costs as plotting, photocopies, prints, mileage, etc. If this proposal is acceptable to you, please review and sign and return the attached engineering agreement. If you should have any questions, please do not hesitate to contact me at 585-261-1693.

Mr. David Hayes, Supervisor
Willard/Romulus Water System Interconnection
June 17, 2024

Sincerely,

HUNT ENGINEERS, ARCHITECTS, LAND SURVEYORS, & LANDSCAPE ARCHITECT D.P.C.

A handwritten signature in blue ink, appearing to read "Bryan White".

Bryan White, PE

enc.: Agreement for Professional Services

cc: Tim Steed, PE, HUNT

AGREEMENT FOR PROFESSIONAL SERVICES

The Terms and Conditions set out herein and in the referenced cover letter constitute an offer by Hunt Engineers, Architects, Land Surveyors, & Landscape Architect D.P.C. (hereinafter called HUNT), to perform for the CLIENT the services described. HUNT's offer constitutes a Contract on these same Terms and Conditions when receipted or acknowledged by the CLIENT. This Contract supersedes all previous understandings, if any, and constitutes the entire Agreement between HUNT and the CLIENT relating to the services described.

TERMS AND CONDITIONS

CLIENT OBLIGATIONS: At such time as HUNT may request, the CLIENT at their expense, shall provide full, complete and correct information, including a written program of objectives, constraints and criteria, with respect to which the services are performed.

HUNT OBLIGATIONS: Professional Services, basic to the Scope of Work, shall be performed, findings obtained, and recommendations prepared in accordance with generally accepted engineering, architectural, and land surveying practices. This Warranty is in lieu of all other Warranties expressed or implied. HUNT assures no responsibility for interpretations made by others based upon the work or recommendations made by HUNT. Project cost estimates are to the best of HUNT's knowledge and are not guarantees of actual construction costs.

ADDITIONAL SERVICES: Additional services or changes requested in writing by the CLIENT, beyond the original Scope of Work agreed upon as described per the referenced cover letter, shall be performed by HUNT in the same methods and manner as herein stated. Payment to HUNT for additional services shall be the same as outlined under PAYMENT of these Terms and Conditions, unless superseded by Separate Terms and Conditions as may be proposed and agreed to in writing by both parties.

PAYMENT: Payment for services rendered shall be monthly as billed. No percentage of bills shall be withheld or retained.

LIMIT OF LIABILITY: The HUNT's liability for claims arising from this agreement related to negligent acts of the HUNT.

WAIVER: The CLIENT and HUNT mutually agree to waive all claims of consequential damages arising from disputes, claims, or other matters relating to this agreement.

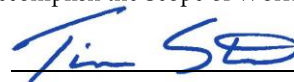
If this Agreement is not signed and accepted within sixty (60) days, HUNT reserves the right to review, revise and/or withdraw the Agreement.

This Agreement may be terminated by either party upon thirty (30) days written notice to the other. In the event of termination, HUNT shall be compensated for services performed up to the date of termination, plus reasonable termination costs. Upon receipt of final payment to HUNT, all finished or unfinished documents prepared to the date of termination shall become the property of the CLIENT and shall be surrendered to the CLIENT by HUNT.

ACCEPTANCE

I have read and understand the Scope of Work as described in the attached letter from Bryan T. White dated June 17, 2024 regarding Romulus/Willard Water System Interconnection Proposal for Engineering Services and the above Terms and Conditions, and accept the terms and costs as stated. I hereby retain Hunt Engineers, Architects, Land Surveyors, & Landscape Architects D.P.C. to provide services as necessary to accomplish the Scope of Work.

David Hayes, Supervisor



Timothy K. Steed

TOWN OF ROMULUS

HUNT ENGINEERS, ARCHITECTS, LAND
SURVEYORS, & LANDSCAPE ARCHITECTS DPC

Date: _____

Date: June 17, 2024