



December 24, 2019

Proposal No. 11207666

Joel Maerten, Supervisor
Town of Pendleton
6750 Campbell Boulevard
Lockport, New York 14094

Dear Mr. Maerten:

Re: Town Engineer – Reappointment for 2020

We would like to thank the Town of Pendleton (Town) for giving GHD the opportunity to serve as your Town Engineer in 2019. GHD is pleased to submit our request and proposal for the reappointment as Town Engineer for the 2020 Fiscal Year.

Our proposed 2020 retainer fee of \$1,100 per month covers the cost for attendance at Town meetings. It also includes associated direct travel expenses and miscellaneous preparation/follow-up work related to the Board meetings.

Engineering services associated with identified Town projects and other general services, as requested and authorized by the Town, will be billed in accordance with the 2020 Fee Schedule in Attachment A.

Should you find the above scope of work and fee acceptable, please sign the Professional Terms and Conditions in Attachment B and return a copy to us for our files.

On behalf of GHD, I would like to thank you for the opportunity to submit this request for reappointment as your Engineer and look forward to continuing our professional relationship.

Sincerely,

GHD

A handwritten signature in blue ink that reads "David Britton". The signature is written in a cursive, flowing style.

David M. Britton, PE
Senior Project Manager

DMB/las/1

Attachments

cc: Town Board Members
Ms. Deborah Maurer, Town Clerk

Attachment A

2020 Pendleton Fee Schedule



2020 Pendleton Fee Schedule

Principals: \$247.00 - \$278.00

Associates: \$200.00 - \$246.00

David Britton (E3) \$175.00

Specialist: \$210.00 - \$250.00

Engineers:

◆ Level A \$131.00

◆ Level B \$147.00

◆ Level C \$157.00 - \$178.00

◆ Level D \$184.00 - \$194.00

◆ Level E \$205.00 - \$220.00

◆ Level F \$236.00 - \$246.00

Camie Jarrell (C2) \$150.00

Geologists/Hydrogeologists:

◆ Level A \$131.00

◆ Level B \$142.00

◆ Level C \$152.00 - \$178.00

◆ Level D \$184.00 - \$194.00

◆ Level E \$204.00 - \$215.00

◆ Level F \$235.00 - \$245.00

Environmental Chemists/Scientists/Planners:

◆ Level A \$126.00

◆ Level B \$136.00

◆ Level C \$152.00 - \$163.00

◆ Level D \$173.00 - \$184.00

◆ Level E \$200.00 - \$210.00

◆ Level F \$231.00 - \$241.00

Gregory Keyser (C3) \$145.00

Industrial Hygienists/Safety Professionals:

◆ Level A \$126.00

◆ Level B \$136.00

◆ Level C \$147.00 - \$162.00

◆ Level D \$173.00 - \$184.00

◆ Level E \$199.00 - \$210.00

◆ Level F \$235.00 - \$246.00

Information Technologists:

◆ Level A \$126.00

◆ Level B \$136.00

◆ Level C \$152.00 - \$163.00

◆ Level D \$173.00 - \$184.00

◆ Level E \$200.00 - \$210.00

◆ Level F \$231.00 - \$241.00

Database Analysts:

◆ Level A \$105.00

◆ Level B \$121.00

◆ Level C \$136.00 - \$157.00

◆ Level D \$173.00 - \$194.00

◆ Level E \$209.00 - \$220.00

◆ Level F \$225.00 - \$246.00

Technicians/Technologists:

◆ Level A \$96.00

◆ Level B \$111.00

◆ Level C \$131.00

◆ Level D \$142.00 - \$163.00

◆ Level E \$173.00 - \$184.00

◆ Level F \$215.00 - \$231.00

Draft/CADD:

◆ Level A \$91.00

◆ Level B \$101.00

◆ Level C \$111.00

◆ Level D \$127.00

◆ Level E \$138.00

◆ Level F \$143.00

Technical Apprentices: \$90.00 - \$101.00

Administrative Support: \$73.00

PIP/Resident Inspection: \$110.00

Attachment B

Professional Terms and Conditions

Professional Terms and Conditions

GHD Consulting Services Inc. ("GHD") and Client (as set out below) agree that any professional services performed by GHD for Client, relating to the scope of work, will be on the following standard terms:

1. Invoices for services rendered will be issued monthly payable on receipt. ~~Amounts due will be increased at the rate of 1 1/2 percent per month after 30 days.~~ GHD reserves the right, without penalty, to discontinue services in the event of non-payment of undisputed amounts.
2. GHD maintains statutory workers compensation insurance, and professional, pollution, general, auto, and employers liability insurance which GHD deems adequate. Certificates of insurance shall be provided on request.
3. GHD's services are solely for Client's benefit and may not be relied upon by any third party without GHD's express written consent. Any use, change, or distribution of Work Product without the written consent of GHD shall be at Client's risk and will not give rise to liability of GHD.
4. GHD shall perform its professional services in the manner consistent with the level of care and skill ordinarily exercised by other professional firms acting under similar circumstances and at similar times. GHD makes no other warranty, implied or expressed.
5. GHD shall indemnify and hold harmless Client for its services to the extent GHD's neglect or willful misconduct causes liability for the Client. Neither party shall be liable for any consequential loss, injury or damages suffered by the other party, including but not limited to loss of use, earnings, and business interruption.
6. To the maximum extent permitted by law, GHD's liability and that of its employees, agents, directors, officers, and subcontractors to Client due to any negligent acts, errors or omissions, shall not exceed \$1,000,000, except as to damages resulting from the gross negligence or willful misconduct of GHD.
7. Client acknowledges that the pre-existing presence, if any, of pollutants, and other potentially hazardous conditions at the project site were not caused by or are not the responsibility of GHD, and that this contractual arrangement does not transfer any legal responsibilities for such conditions to GHD.
8. GHD may terminate this Agreement for nonpayment or other default by Client. Terms agreed to under this Agreement shall survive any such termination.
9. Client hereby agrees that this agreement may be assigned to another entity within the GHD group of companies that will be directly or indirectly wholly-owned by GHD Group Pty Ltd. (a "Related Entity"). Any such Related Entity shall assume all of GHD's liabilities, duties and obligations in, to, and under this Agreement. Client hereby agrees that this assignment may be effected without any further notice or action on the part of GHD. Upon request, Client agrees to execute and deliver any further documents as may be reasonably requested by GHD or its successor to evidence such consent and/or assignment.

These Terms and Conditions are hereby accepted this _____ day of _____, 20____ .

Client Signature:

Name of Company: Town of Pendleton

Per: _____

Title: _____

I have authority to bind the Corporation