



Municipal Engineering & Infrastructure
Civil/Site/Structural Design
Building & Site Inspections

June 12, 2014

James M. Byrne, PE
Director of Public Works
City of Glen Cove
9 Glen Street
Glen Cove NY 11542

Attn: Myralee Machol, Director of CDA/IDA

Re: Ferry Terminal Bulkhead

Dear Ms. Machol:

Newport Professional Engineering, PC is pleased to provide this proposal for Engineering Support Services relating to inspecting the damage to the ferry terminal bulkhead.

Per our initial understanding, the following outlines a series of tasks *Newport PE* will provide;

I. SCOPE OF SERVICES

- a) Field Inspect/evaluate damage to concrete bulkhead and review original plans. Prepare letter report of findings and recommended repair methodology with field sketch;
- b) Should any construction inspection oversight be necessary, Newport can provide per our hourly rate schedule in accordance to on-call engineering services agreement.

II. FEES & PAYMENT TERMS

- A. For the Scope of Services Item Ia the Engineering Fee would be performed on a lump sum basis of \$ 2,000.00;

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Oyster Bay, New York 11771
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Fax: 516.922.2686
www.newportpe.com

- B. Reimbursable expenses are in addition to the fee for Professional Services and include items such as blueprinting and photocopying, photographic expenses, messenger service, express mail, and other minor administrative expenses shall be reimbursable as a separate cost.
- C. Additional Services - The Fee would be performed on a time card (hourly rate) basis.
- D. Invoices shall be submitted regularly based on the task, covering the basic and additional work services, if any, performed and for reimbursable expenses incurred during that period. Payment is due within 15 days of invoicing.
- E. Newport Engineering will maintain general liability insurance in minimum limit of \$2,000,000.00 with the City of Glen Cove named as additional insured, professional liability insurance (\$1,000,000), workers comp and disability.

ADDITIONAL SERVICES

If during the course of our involvement in the Project, you as the Client decide to change your design or the other requirements for the Project or change the scope of the Project for any reason, or if there are circumstances that arise that neither you nor we were aware of and as a result, we have to do additional work then we will charge you for such Additional Services.

In addition, Additional Services shall also include but not be limited to any services requested by Client in addition to the Basic Services, such as appearing at any municipal hearings, planning and zoning board presentations, site and coordination meetings, doing additional studies, evaluating proposed changes to our designs and visiting the Project site for any other purpose. Any services you request that we provide that are not listed as a Basic Service in Section I (Scope of Services) above shall be an Additional Service. Other than an emergency situation, we will *not* undertake Additional Services without your authorization.

All Additional Services will be invoiced at the following hourly rates which includes a 2.8 multiplier in accordance to on-call service agreement

Principal/Project Manager	\$ 168.00 per hour
Project Engineer	\$ 154.00 per hour
Draftsman	\$ 70.00 per hour

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Administration \$ 61.60.00 per hour

III. PROPOSAL ACCEPTANCE & CONTRACT & GENERAL CONDITIONS

Drawings, Plans, Specifications, Calculations prepared by Newport Professional Engineering, P.C. are instruments of professional services to be used only by you for the project described in subject proposal and not for any purpose. If you permit Newport Professional Engineering, P.C. Drawings, Plans, Specifications, Calculations to be used for any other purpose, you agree to indemnify and hold Newport Professional Engineering, P.C. harmless against all damages, claims, losses, including defense costs arising out of any re-use, including reasonable attorney's fees.

The client shall to the fullest extent permitted by law, indemnify and hold harmless Newport Professional Engineering, P.C., its officers, employees, agents, and sub-consultants from and against all damage, liability, and cost including reasonable attorney fees and defense costs, arising out of or in any way connected with the performance of the services included in subject proposal, excepting only those damages, liabilities, or costs attributable to the negligence or willful misconduct of Newport Professional Engineering, P.C.

The project owner, and all contractors hired by the owner to implement, build, or install project services as designed or specified in this proposal by Newport Professional Engineering, P.C., said owner agrees by signing this contract that they will indemnify, protect, save and hold harmless Newport Professional Engineering, P.C. from any claims, demands or liability, for any injury to, including death of, persons and any loss or damages to property resulting from acts of negligence on the part of said owner, and all contractors hired by the owner in implementing this project.

The responsibility of the project owner and his appointed contractors for enforcing the accurate and faithful performance of the project is not relieved or affected in any respect by the presence of a Newport Professional Engineering, P.C. engineer/inspector at the site. Newport Professional Engineering, P.C. is not performing any supervision of contractors, and is not performing any construction administration.

It is required by Newport Professional Engineering, P.C., that any all contractors hired by the project owner, or their agent or representative, to implement this project using the services, drawings and maps provided by Newport Professional Engineering, P.C. to be fully insured including general liability insurance and additionally projects/completed operations liability insurance.

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The work proposal may be terminated at any time by either party should the other party fail to perform its obligation hereunder. In the event of termination for any reason whatsoever, the client shall pay Newport Professional Engineering, P.C. for all services rendered to the date of termination.

Change of Scope

For any and all additional work outside of the scope of the scope of this proposal that is requested by the client or the client's representative, Newport Professional Engineering, P.C, professional engineer time will be billed not to exceed \$175.00 per hour per man unless a fixed fee is mutually agreed upon by both parties.

Collections

For late payments, interest will be accrued beginning 30 days after services rendered and invoiced, at a rate of 1.5% per month (or the maximum legal rate) on all unpaid balances.

Thank you for considering Newport Professional Engineering, P.C. for this project.

Very truly yours,

Nicholas J. DeSantis

Nicholas J. DeSantis, P.E.
Principal Engineer

TO BE COMPLETED BY CLIENT:

Accepted by _____
PRINT NAME

Signature _____

Date _____