

Architectural/ Engineering Consultant Agreement

PIN 3757.66

Municipal Agreement No. _____

Agreement made this _____ day of _____, _____ by and between

TOWN OF ULYSSES

(municipal corporation)

having its principal office at 10 Elm Street, Trumansburg, New York 14886 (to be known throughout this document as the "**Sponsor**")

and

BARTON & LOGUIDICE, D.P.C.

with its office at 443 Electronics Parkway, Liverpool, New York 13088

(to be known throughout this document as the "**Consultant**")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this agreement as **Rehabilitation of Maplewood Road Culvert over a Tributary to Cayuga Lake**, as described in detail in Attachment A annexed hereto, the "**Project**". The **Sponsor** has sought to engage the services of a **Consultant** Engineer to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the **Sponsor** has selected the **Consultant** to perform such services in accordance with the requirements of this Agreement; and

WHEREAS, the _____, is authorized to enter this Agreement on behalf of the **Sponsor**,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This agreement consists of the following:

- **Agreement Form** - this document titled "Architectural/Engineering Consultant Agreement";
- **Attachment "A"** - Project Description and Funding;
- **Attachment "B"** – Scope of Services;
- **Attachment "C"** - as applicable, Staffing Rates, Hours, Reimbursables and Fee.
- **Attachment "D"** – Appendix A – Standard Clauses for New York State Contracts

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

2.1 The **Consultant** shall render all services and furnish all materials and equipment necessary to provide the **Sponsor** with plans, estimates and other services and deliverables more specifically described in Attachment "B".

2.2 The **Consultant** shall ascertain the applicable practices of the **Sponsor**, NYSDOT and/or FHWA prior to beginning any of the work of this Project. All work required under this Agreement shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

2.3 The **Consultant** will commence work no later than ten (10) days after receiving notice to proceed from the **Sponsor**.

ARTICLE 3. COMPENSATION METHODS, RATES, AND PAYMENT

As full compensation for the **Consultant's** work, services and expenses hereunder the **Sponsor** shall pay to the **Consultant**, and the **Consultant** agrees to accept compensation based on the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLABLE RATE/AMT or %	INTERIM PAYMENTS
Item I	<p>0 Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this Project on a full-time basis for all or part of the term of this Agreement, plus properly allocable partial salaries of all persons working part-time on this Project.</p> <p>0 The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Sponsor.</p>	<p>0 Actual cost incurred in the performance of this agreement as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative.</p> <p>0 Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Agreement, all subject to audit.</p> <p>0 Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Sponsor.</p>	<p>0 The Consultant shall be paid in <u>monthly</u> progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C.</p> <p>0 Bills are subject to approval of the Sponsor and Sponsor's Representative.</p>

3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLABLE RATE/AMT or %	INTERIM PAYMENTS
	<p>O If, within the term of this Agreement, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the Consultant WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance</p>		
Item II	Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Agreement; all subject to audit.	All reimbursement for travel, meals, and lodging shall be made at the actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.	
Item III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor .	Salvage value	

3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLABLE RATE/AMT or %	INTERIM PAYMENTS
Item IV	<p>0 Overhead Allowance based on actual allowable expenses incurred during the term of this Agreement, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations (FAR), subpart 1-31.2 as modified by sub-part 1-31.105, and applicable policies and guidelines of the Sponsor, NYSDOT and FHWA.</p> <p>0 For the purpose of this Agreement, an accounting period shall be the Consultant's fiscal year. An audit of the accounting records of the Consultant shall be made by the Sponsor for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this Item.</p>	<p>0 The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this Article, and shall be a FAR compliant rate initially established as <u>1.71%</u>, in all events not to exceed <u>1.81%</u>, subject to audit.</p>	

3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLABLE RATE/AMT or %	INTERIM PAYMENTS
Item V	<p>0 Negotiated Lump Sum Fixed Fee.</p> <p>0 Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.</p>	<p>0 A negotiated Lump Sum Fixed Fee which in this Agreement shall equal <u>\$18,300.</u></p>	
Item VI	<p>The Maximum Amount Payable under this Agreement including Fixed Fees unless this agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.</p>	<p>Maximum Amount Payable under this Method shall be <u>\$170,000.</u></p>	

ARTICLE 4. INSPECTION

The duly authorized representatives of the **Sponsor**, and on Federally aided projects, representatives of the NYSDOT and the FHWA, shall have the right at all times to inspect the work of the **Consultant**.

ARTICLE 5. AUDITS

5.1 Payment to the **Consultant** within 30 days after receipt of an invoice is subject to the following audit rights of the **Sponsor**:

- A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct non-salary, overhead, and fee.
- B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the **Sponsor**.
- c. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the **Sponsor**.

5.2 In order to enable the **Sponsor** to process the final payment properly and expeditiously, the **Consultant** is advised that all of the following documents and submissions, as the same may be appropriate to this agreement, are considered to be necessary to enable the commencement of the audit.

- II. Records of Direct Non-Salary Costs;
- III. Copies of any subagreements relating to said agreement;
- IV. Location where records may be examined; and
- V. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

6.1 The **Sponsor** will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

6.2 The acceptance by the **Consultant** of the final payment shall operate as and shall be a release to the **Sponsor** from all claims and liability to the **Consultant**, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the **Consultant** under or in connection with this Agreement or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

7.1 **Consultant's** performance of this Agreement within the compensation provided shall be continuously reviewed by the **Consultant**. The **Consultant** shall notify the Sponsor of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the **Sponsor** on a monthly basis or such alternative interval as the **Sponsor** directs in writing.

7.2 If the **Consultant** is of the opinion that any work the **Consultant** has been directed to perform is beyond the scope of the Project Agreement and constitutes extra work, the **Consultant** shall promptly notify the **Sponsor**, in writing, of this fact prior to beginning any of the work. The **Sponsor** shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the **Sponsor** determines that such work does constitute extra work, the **Sponsor** shall provide extra compensation to the **Consultant** in a fair and equitable manner. If necessary, an amendment to the Project Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by the **Sponsor**. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the **Sponsor** to the **Consultant** for execution after approvals have been obtained from necessary **Sponsor** officials, and, if required from the FHWA.

7.3 In the event of any claims being made or any actions being brought in connection with the Project, the **Consultant** agrees to render to the **Sponsor** all assistance required by the **Sponsor**. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Agreement for the additional services above described, the **Sponsor's** directions shall be exercised by the issuance of a separate Agreement, if necessary.

ARTICLE 8. CONSULTING LIABILITY

The **Consultant** shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the **Consultant**, his or her subcontractors, agents or employees in the performance of his or her service under this Agreement.

Further, it is expressly understood that the **Consultant** shall indemnify and save harmless the **Sponsor** from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the **Consultant** under this Agreement, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the **Consultant's** failure to meet professional standards and resulting in obvious or patent errors in the progression of his or her work. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the **Sponsor** beyond such as may legally exist irrespective of this Article or this Agreement.

The **Consultant** shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000) per project, issued to and covering damage for liability imposed on the **Consultant** by this Agreement or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Agreement. The **Consultant** shall supply any certificates of insurance required by the **Sponsor** and adhere to any additional requirements concerning insurance.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This agreement shall be void and of no effect unless the **Consultant** shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this agreement, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The **Consultant** shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this agreement. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this agreement in the sum of at least \$1,000,000.00 (One Million dollars) each.

The **Consultant** shall furnish a certified copy of said policies to the **Sponsor** at the time of execution of this agreement.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the Project existing in the office of the **Sponsor** or existing in the offices of the **Consultant** shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 11. RECORDS RETENTION

The **Consultant** shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this agreement (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The **Sponsor**, State, FHWA, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of the **Consultant** within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The **Consultant** agrees that no charges or claim for damages shall be made by him/her for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the **Sponsor** may decide, it being understood however, that the permitting of the **Consultant** to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion

may have been extended, shall in no way operate as a waiver on the part of the **Sponsor** of any of its rights herein. Nothing in this Article will prevent the **Consultant** from exercising his or her rights under Article 7 of this agreement.

ARTICLE 13. TERMINATION

The **Sponsor** shall have the absolute right to terminate this Agreement, and such action shall in no event be deemed a breach of agreement:

1. for convenience of the **Sponsor** – if a termination is brought about for the convenience of the **Sponsor** and not as a result of unsatisfactory performance on the part of the **Consultant**, final payment shall be made based on the basis of the **Consultant's** compensable work delivered or completed prior to and under any continuing directions of such termination.
2. for cause – if the termination is brought about as a result of the **Sponsor's** determination of unsatisfactory performance or breach of agreement on the part of the **Consultant**, the value of the work performed by the **Consultant** prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the **Consultant** to the point of termination and acceptable to the **Sponsor**, of the total amount of work contemplated by the Project Agreement.

In the event of non-payment in accordance with the included terms, the Consultant shall have the right to suspend or terminate services, without consequence, after giving ten (10) days written notice.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as **Consultant**, the rights and duties of the **Consultant** shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Agreement, and the **Sponsor** shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as **Consultant**, all data and records pertaining to the Project shall be delivered within sixty (60) days to the **Sponsor** or his/her duly authorized representative. In case of the failure of the **Consultant's** successors or personal representatives to make such delivery on demand, then in that event the representatives of the **Consultant** shall be liable to the **Sponsor** for any damages it may sustain by reason thereof. Upon the delivery of all such data to the **Sponsor**, the **Sponsor** will pay to the representatives of the **Consultant** all amounts due the **Consultant**, including retained percentages to the date of the death of the last survivor.

ARTICLE 15. CODE OF ETHICS

The **Consultant** specifically agrees that this Agreement may be canceled or terminated if any work under this Agreement is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The **Consultant**, in accordance with his or her status as an independent contractor, covenants and agrees that he/she will conduct him/herself consistent with such status, that he/she will neither hold him/herself out as, nor claim to be, an officer or employee of the **Sponsor** by reason hereof, and that he/she will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the **Sponsor**, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The **Consultant** warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the **Consultant**, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the **Sponsor** shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The **Consultant** specifically agrees, that he/she is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Agreement or of his or her right, title or interest therein, or his or her power to execute such Agreement, to any other person, company or corporation, without the previous consent in writing of the **Sponsor**.

If this provision is violated, the **Sponsor** may revoke and annul the and the **Sponsor** shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the **Consultant** shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of the **Sponsor**.

ARTICLE 19. PROPRIETARY RIGHTS

The **Consultant** agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the **Consultant**. However, the **Consultant** agrees to and does hereby grant to the United States Government and the State of New York and the **Sponsor** a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/ SUBCONSULTANTS

All Subcontractors and Subconsultants performing work on this project shall be bound by the same required agreement provisions as the **Consultant**. All agreements between the **Consultant** and a subcontractor or other Subconsultant shall include all standard required agreement provisions, and such agreements shall be subject to review by the **Sponsor**.

ARTICLE 20.1 PROMPT PAYMENT. While federal regulation ([49 CFR 26.29](#)) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/**Sponsor**, and provides for interest on late payments for all public works agreements. Agreement provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subagreement have been accomplished and documented. When the **Sponsor** has made an incremental acceptance of a portion of a prime agreement, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Agreement, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID AGREEMENTS

The prospective participant certifies, by signing this Agreement to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal agreement, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

- A. The **Consultant** shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the **Consultant** under this agreement. The **Consultant** shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the **Sponsor** may in certain circumstances, provide compensation for such work.
- B. Neither the **Sponsor's** review, approval or acceptance of, nor payment for, the services required under this agreement shall be construed to operate as a waiver of any rights under this agreement or of any cause of action arising out of the performance of this agreement, and the **Consultant** shall be and remain liable to the **Sponsor** in accordance with applicable law for all damages to the **Sponsor** caused by the **Consultant's** negligent performance or breach of agreement of any of the services furnished under this agreement.
- C. The rights and remedies of the **Sponsor** provided for under this agreement are in addition to any other rights and remedies provided by law.
- D.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The **Consultant** agrees to comply with all applicable Federal, State and **Sponsor** Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the **Consultant** will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a agreement for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this agreement shall be performed within the State of New York, **Consultant** agrees that neither it nor its Subconsultants shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. **Consultant**

is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 1506.5

If the work of the Project includes the preparation of an Environmental Impact Statement (EIS), the signator to this Agreement, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- a. an existing agreement for the Projects ROW incidental work or construction engineering; or
- b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the Project alternatives.

This does not preclude the **Consultant** from being awarded a future agreement covering the work describe in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS

For all agreements other than personal services in excess of \$5,000, the consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all agreements other than personal services in excess of \$20,000 except printing agreements in excess of \$10,000, the consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The consultant shall then enter into a subagreement with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. WAGE AND HOURS PROVISIONS

If this is a public work agreement covered by Article 8 of the Labor Law or a building service agreement covered by Article 9 thereof, neither **Consultant's** employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, **Consultant** and its subconsultants must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this agreement exceeds \$5,000, the **Consultant** agrees, as a material condition of the agreement, that neither the **Consultant** nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such **Consultant**, or any of the aforesaid affiliates of

Consultant, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the agreement's execution, such agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the **Sponsor** and the New York State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (see 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), **Consultant** hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon **Consultant's** actual receipt of process or upon the **Sponsor's** receipt of the return thereof by the United State Postal Service as refused or undeliverable. **Consultant** must promptly notify the **Sponsor**, in writing, of each and every change of address to which service of process can be made. Service by the **Sponsor** to the last known address shall be sufficient. **Consultant** will have thirty (30) calendar days after service hereunder is complete in which to respond.

ARTICLE 30. DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA. At the time of completion of the work, and after final payment in full, the **Consultant** shall make available to the **Sponsor** all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the **Sponsor**. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the **Consultant** shall make available to the **Sponsor** all the aforementioned engineering data and material. All original tracings of maps and other engineering data furnished to the **Sponsor** by the **Consultant** shall bear thereon the endorsement of the **Consultant**. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the **Sponsor**. And reuse of the described information and documents, not for their intended purpose, shall be at the sole risk of the Sponsor.

ARTICLE 31. MISCELLANEOUS

31.1. To the fullest extent permitted by law, Consultant and the Sponsor waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

31.2 **Executory Agreement.** This Agreement shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the **Sponsor** beyond the monies legally available for the purposes hereof.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective the day and year first above written.

Reference: Sponsor Agreement # _____

Town of Ulysses	Barton & Loguidice, D.P.C.
by: _____	by: _____
Date: _____	Date: October 7, 2025

STATE OF NEW YORK

ss:

COUNTY OF _____

On this _____ day of _____, 2025 before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the _____, New York; that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Sponsor.

Notary Public, _____ County, N.Y.

STATE OF NEW YORK

ss:

COUNTY OF _____

On this _____ day of _____, 2025 before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he resides in the *Town of Aurelius*, New York; that he is the *Executive Vice President of Barton & Loguidice, D.P.C.*, the corporation described in and which executed the foregoing instrument; that he is the authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of Consultant.

Notary Public, _____ County, N.Y.

Attachment A
Architectural/ Engineering Consultant Agreement
Project Description and Funding

PIN: 3757.66 *Term of Agreement Ends: December 31, 2027*
BIN:

- ☒ Main Agreement
☐ Amendment to Agreement [add identifying #]
☐ Supplement to Agreement [add identifying #]

Phase of Project Consultant to work on:

- ☒ P.E./Design
☐ ROW Incidentals
☐ ROW Acquisition
☐ Construction, C/I, & C/S

Dates or term of Consultant Performance:

Start Date: October 7, 2025

Finish Date: December 31, 2027

Project Description:

**Rehabilitation of Maplewood Road Culvert
over a Tributary to Cayuga Lake**

Project Location:

**Town of Ulysses
Tompkins County**

Consultant Work Type(s): See Attachment B for more detailed Scope of Services.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:

\$170,000

Footnotes:

Attachment B
Scope of Services

Section 1 - General

1.01 Project Description and Location

This project is known as:

PIN: 3757.66

Project Description: Rehabilitation of Maplewood Road Culvert over a Tributary to Cayuga Lake

Project Limits: The project includes rehabilitation of the existing culvert carrying Maplewood Road over a Tributary to Cayuga Lake and approximately 100 feet of approach reconstruction.

Sponsor(ies): Town of Ulysses

County: Tompkins

All work performed by the **Consultant** at the **Consultant's** initiative must be within the current project limits specified above.

1.02 Project Manager

The **Sponsor's** Project Manager for this project is the Town 2nd Deputy Supervisor Teresa Naylor, who can be reached at (607) 387-5767.

All correspondence to the **Sponsor** should be addressed to:

Town of Ulysses
10 Elm Street
Trumansburg, NY 14886

The Project Manager should receive copies of all project correspondence directed other than to the **Sponsor**.

1.03 Project Classification

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be Type II.

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 2	Data Collection & Analysis
Section 3	Preliminary Design
Section 4	Environmental
Section 5	Right of Way
Section 6	Detailed Design
Section 7	Advertising, Bid Opening and Award
Section 8	Construction Support
Section 9	Construction Inspection (By Supplemental Agreement)
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1, 2, 3, 4, 6, 7, 8 and 10.

1.05 Project Familiarization

The **Sponsor** will provide the **Consultant** with the following information:

- Approved project initiation document (Initial Project Proposal, Bridge NY application or similar documentation) indicating project type, project location, cost estimate, schedule, and fund source(s).
- Transportation needs.
- Plans for future related transportation improvements or development in the area of the project.
- Traffic data.
- Accident records and history.
- Most recent bridge inspection and condition report, NYSDOT weighted-average bridge condition rating, FHWA sufficiency rating, and NYSDOT Bridge Management System rating.
- Record as-built plans (if available)
- Pavement history.
- Anticipated permits and approvals (initial determination).
- Terrain data requirements for design.
- Available project studies and reports.
- Other relevant documents pertaining to the project.

The **Consultant** will become familiar with the project before starting any work. This includes a thorough review of all supplied project information and a site visit to become familiar with field conditions.

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the Sponsor's Project Manager. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this contract.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- Preview visual aids for public meetings.
- Manage subconsultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

1.07 Cost and Progress Reporting

For the duration of this contract, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The Progress Report must contain the "Cost Control Report". The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period). The **Consultant** will update the project schedule on a monthly basis and provide the updated schedule to the **Sponsor**.

1.08 Policy and Procedures

- The design of this project will be progressed in accordance with the current version of the [NYSDOT Local Projects Manual \(LPM\)](#) including the latest updates.
- If there are conflicts between local policies and procedures and those listed in the *LPM* those listed in the *LPM* take precedence.

1.09 Standards & Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

1.10 Subconsultants

The **Consultant** will be responsible for:

- Coordinating and scheduling work, including work to be performed by subconsultants.
- Technical compatibility of a subconsultant's work with the prime consultant's and other subconsultants' work.

1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the *NYSDOT LPM*.

Section 2 - Data Collection & Analysis

2.01 Design Survey

A. Ground Survey

The **Consultant** will provide terrain data required for design by means of a topographic field survey. Topographic survey will include locating all prominent features within a 50' feet bandwidth along the centerline of the roadway, for a distance of 600 feet on either side of the bridge. A bandwidth of 100' will be utilized around the culvert.

B. Stream Survey

No Hydraulic Cross Sections are required.

C. Survey of Wetland Boundaries

The **Consultant** will perform the field survey necessary to accurately locate delineated wetland boundaries. This survey should be performed as soon after delineation as possible.

D. Supplemental Survey

The **Consultant** will provide supplemental survey when needed for design purposes and to keep the survey and mapping current.

E. Standards

Survey will be done in accordance with the standards set forth in the [NYS DOT Land Surveying Standards and Procedures Manual](#) and in accordance with local standards described in Section 10 of the SOS.

2.02 Design Mapping

The **Consultant** will provide the following design mapping:

- 1:20 scale mapping with 1.0 foot contour intervals.

The **Consultant** will provide supplemental mapping when needed for design purposes and to keep the mapping current.

2.03 Determination of Existing Conditions

The **Consultant** will determine, obtain or provide all information needed to accurately describe in pertinent project documents the existing conditions within and adjacent to the project limits.

2.04 Accident Data and Analysis

The **Sponsor** will provide accident records for the last three years for roads within the project limits plus one-tenth of a mile immediately outside of the project limits.

The **Consultant** will prepare collision diagrams and associated summary sheets, and note any clusters of accidents or patterns implying inadequate geometrics, or other safety problems, within the project limits. ***It is anticipated that an accident analysis will not be required.***

2.05 Traffic Counts

The **Sponsor** will provide traffic count data for existing conditions, growth factors for forecasting, and forecast data, in accordance with the requirements noted in the [NYS DOT Traffic Monitoring Standards for Contractual Agreements Manual](#).

The **Consultant** will provide flow diagrams for appropriate peak periods (e. g., am, noon, and pm) showing existing and design year volumes on the mainline, on each approach of all intersections, and at major traffic generators. ***It is anticipated that flow diagrams will not be required.***

2.06 Capacity Analysis

The **Consultant** will perform capacity analyses using the latest version of the Transportation Research Board's *Highway Capacity Manual* at mainline and intersection locations within the project limit to determine:

- Existing level of service.
- Design year level of service.
- Estimates of the duration of the poor level of service where it occurs during commuter travel periods.

The **Consultant** will develop project travel speed and delay estimates for the peak hour and average hour for:

- Existing traffic conditions.
- Design year traffic for the null alternative.

2.07 Future Plans for Roadway and Coordination with Other Projects

The **Sponsor** will provide a brief written statement specifying whether or not plans exist to reconstruct or widen the highway segments immediately adjacent to the project within the next twenty years.

The **Sponsor** will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project (e.g., whether a nearby highway widening would influence this project's design traffic volumes).

The **Sponsor** will provide all necessary information pertaining to the other projects or developments.

2.08 Soil Investigations

No soil borings are required.

2.09 Hydraulic Analysis

The **Consultant** will perform a hydraulic analysis in accordance with the principles outlined in the Highway Design Manual. It is assumed that the analysis will be completed utilizing HY-8 software.

2.10 Bridges To Be Rehabilitated (Not Applicable)

~~A. Inspection~~

- ~~—The **Consultant** will perform a field inspection of each bridge to determine its condition, to establish the rehabilitation work necessary, and to prepare a Level I load rating. The intent is to supplement the inspection done as part of NYSDOT's on-going bridge inspection program, not to duplicate it.~~

~~The **Consultant** will perform and document the findings of an in-depth inspection of each bridge in accordance with the current AASHTO "Manual for Condition Evaluation of Bridges."~~

~~B. Bridge Deck Evaluation~~

~~For Bridges in which the deck will be rehabilitated, the Consultant will perform a bridge deck evaluation in accordance with [NYSDOT Bridge Deck Evaluation Manual](#)¹ and [NYSDOT Bridge Inspection Manual](#).²~~

~~C. Load Rating of Existing Bridge~~

~~The **Consultant** will perform a Level 1 load rating of each existing bridge in accordance with NYSDOT's *Uniform Code of Bridge Inspection*. Immediately upon completion, the **Consultant** will transmit two copies of the load rating calculations and summary sheets to the **Sponsor** and the Regional Local Projects Liaison for filing.~~

~~D. Fatigue Evaluation~~

~~The **Consultant** will analyze, in accordance with the current AASHTO *Guide Specification for Fatigue Evaluation of Existing Bridges*, those metal structural elements which will or may be retained in the rehabilitated bridge. Where this guide specification does not apply (e.g., severe corrosion, mechanical damage, repaired fatigue damage, wrought iron instead of steel, etc.), the **Consultant** will develop an appropriate approach for comprehensive fatigue evaluation while maintaining close coordination with the **Sponsor** for guidance and input. The **Consultant** will then conduct the evaluation accordingly.~~

~~For situations where the calculated remaining safe life is less than the planned~~

¹https://www.dot.ny.gov/divisions/engineering/structures/repository/manuals/br_deck_manual/bridge_deck_eval_manual_1992.pdf

² <https://www.dot.ny.gov/divisions/engineering/structures/manuals/bridge-inspection>

~~remaining service life, the **Consultant** will develop various conceptual strategies to improve fatigue performance and/or safely manage the risk. The **Consultant** will prepare and submit to the **Sponsor** a technical memorandum documenting the relative advantages, disadvantages, and approximate costs of each strategy along with specific recommendations.~~

~~The **Sponsor** will determine the strategy to be adopted.~~

~~For situations where the calculated remaining safe life is equal to or greater than the planned remaining service life, the **Consultant** will prepare and submit to the **Sponsor** a technical memorandum documenting the results of the fatigue evaluation.~~

Section 3 - Preliminary Design

3.01 Design Criteria

The **Consultant** will identify the applicable design standards to be used for this project, and will establish project-specific design criteria in accordance with the [NYSDOT Project Development Manual](#).

The **Sponsor** will approve the selected project design criteria and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

Based on the selected design criteria, the **Consultant** will identify all existing non-standard features that are within and immediately adjacent to the project limits. Non-standard features that correlate with a high accident rate will be noted.

3.02 Development of Alternatives

A. Selection of Design Alternative(s)

The **Consultant** will identify and make rudimentary evaluations of potential design alternative concepts that would meet the **Sponsor's** defined project objectives. These evaluations are not to be carried beyond the point of establishing the feasibility of each concept as a design alternative; only those significant environmental and geometric design constraints that bear on the feasibility should be identified.

For each concept and alignment, the **Consultant** will prepare rudimentary sketches of plan, profile, and typical section views which show:

- **On plan:** proposed centerlines; pavement edges; curve radii and termini; and existing ROW limits.
- **On profile:** theoretical grade lines; critical clearances; vertical curve data; grades; and touchdown points.
- **On typical section:** lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes.
- **Where necessary:** important existing features.
- **Where pertaining to feasibility:** significant environmental and geometric design constraints, labeled as such.

These sketches will include only the minimum information needed to select design alternatives to be studied in further detail.

The **Consultant** will meet with the **Sponsor** to discuss the concepts, using the sketches as discussion aids to describe the relative order-of-magnitude costs, advantages, disadvantages, and problem areas of each. From these concepts the **Sponsor** will select one, or in some cases more, design alternative(s) for further development.

B. Detailed Evaluations of Alternative(s)

The **Consultant** will further evaluate each design alternative and the null alternative with specific engineering analyses and considerations. Analyses will be conceptual and limited to determining the relative suitability of each design alternative, and will include:

- Design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the [NYSDOT Highway Design Manual](#).
- Environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks).
- Traffic flow and safety considerations, including signs, signals, and level of service analysis for intersections.
- Pavement.
- Structures, including bridges, retaining walls, major culverts, and building alterations (limited to establishing basic concepts, accommodating clearances and stream flow, and estimating costs). Bridge investigative work (inspection, deck coring, etc.) is covered under Section 2.
- Drainage.
- Maintenance responsibility.
- Maintenance and protection of traffic during construction.
- Soil and foundation considerations.
- Utilities.
- Railroads.
- Right-of-way acquisition requirements.
- Conceptual landscaping (performed by a Registered Landscape Architect).
- Accessibility for pedestrians, bicyclists and the disabled.
- Lighting
- Construction cost factors.

The **Consultant** will prepare the following drawings for each design alternative analyzed:

- 1:20 plans showing (as a minimum) stationed centerlines; roadway geometrics; major drainage features; construction limits; cut and fill limits; and proposed right-of-way acquisition lines.
- Profiles, at a scale of 1:20 horizontal and 1:40 (maximum) vertical, showing (as a minimum) the vertical datum reference; significant elevations; existing ground line; theoretical grade line; grades; vertical curve data including sight distances; critical clearances at structures; centerline stations and equalities; construction limits; and superelevation data.
- Typical sections showing (as a minimum) lane, median, and shoulder widths, bridge rails; guide rails; ditches; gutters; curbs; and side slopes.

3.03 Cost Estimates

The **Consultant** will develop, provide, and maintain a cost estimate for each design alternative.

The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes.

3.04 Preparation of Draft Design Approval Document

For this project the Design Approval Document (DAD) will be an **Initial Project Proposal/Final Design Report (IPP/FDR)**.

The **Sponsor** will make all determinations not specifically assigned to the **Consultant** which are needed to prepare the Draft DAD.

The **Consultant** will prepare a DAD, which will include the results of analyses and/or studies performed in other Sections of this document. The DAD will be formatted as specified in the NYSDOT [*Project Development Manual \(PDM\)*](#).

The **Consultant** will submit one copy of the DAD to the **Sponsor** for review. The **Sponsor** will review the DAD and provide the **Consultant** with review comments. The **Consultant** will revise the DAD to incorporate the comments.

3.05 Advisory Agency Review

The **Consultant** will provide the **Sponsor** with one copy of the signed DAD for distribution to advisory agencies.

The **Consultant** will distribute the DAD to the advisory agencies.

The **Consultant** will assist the **Sponsor** in evaluating and preparing individual responses to the review comments received.

3.06 Public Information Meeting and/or Public Hearing

A. Public Information Meeting

The **Consultant** will assist the **Sponsor** at one public information meeting with advisory agencies, local officials, and citizens, at which the **Consultant** will provide visual aids and present a technical discussion of the alternatives.

The **Sponsor** will arrange for the location of a public information meeting. The **Consultant** will assist the **Sponsor** with appropriate notification.

The **Consultant** will assist the **Sponsor** with appropriate notification and will produce, modify as necessary, and provide 20 copies of an informational brochure for distribution.

3.07 Preparation of Final Design Approval Document

The **Sponsor** will obtain all necessary approvals and concurrences, and will publish all applicable legal notices with assistance from the **Consultant**.

The **Consultant** will prepare the Design Recommendation, and will modify the DAD to include the Design Recommendation, re-title the DAD in accordance with the *PDM* Manual, and update existing conditions and costs as necessary. The **Consultant** will incorporate changes resulting from the advisory agency review and all public information meetings and public hearings.

The **Consultant** will submit one (1) copy of the Final DAD to the **Sponsor** for review. The **Sponsor** will review the Final DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Final DAD to incorporate the comments. The **Consultant** will send one copy to the Sponsor.

The **Sponsor** will submit two (2) copies of the Final DAD to NYSDOT for a Final Environmental Determination. NYSDOT will make the determination. The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT review.

The **Sponsor** will grant or obtain, from or through the NYSDOT, Design Approval.

3.08 Preliminary Bridge Plans

A. New and Replacement Bridges (Not Applicable)

~~The **Consultant** will prepare and submit to the **Sponsor** a Preliminary Bridge Plan in accordance with the [NYSDOT Bridge Manual](#). The **Consultant** will prepare and submit to the **Sponsor** a Structure Justification Report. The format and content of the Structure Justification Report will be as outlined in the *NYSDOT Bridge Manual*.~~

B. Bridge Rehabilitations (Not Applicable)

~~For each bridge to be rehabilitated, the **Consultant** will prepare and submit to the **Sponsor** for review a Preliminary Bridge Rehabilitation Plan, which will be sufficiently developed to:~~

- ~~• Show basic concepts and major details (including all existing and proposed utilities).~~
- ~~• Acquaint affected parties with the project and project components.~~
- ~~• Serve as an instrument for initial approval.~~
- ~~• Provide a basis for the development of final plans.~~

~~The plan should indicate maintenance and protection of traffic provisions and be accompanied by a cost estimate.~~

C. Selected Structural Treatment (Not Applicable)

~~The **Consultant** will modify the Structure Justification Report, Preliminary Bridge Plan and/or Preliminary Bridge Rehabilitation Plan to incorporate **Sponsor** review comments.~~

~~The **Sponsor** will approve the selected structural treatment and will obtain NYSDOT concurrence (either by a written submission or at a meeting).~~

Section 4 - Environmental

4.01 NEPA Classification (Not Applicable)

~~The **Consultant** will verify the anticipated NEPA Classification.~~

~~If the project is assumed to be a Class II action, then the **Consultant** will complete the FEA, and forward the completed checklist to the **Sponsor** for forwarding to the NYSDOT (with the Final DAD) for a final NEPA determination.~~

~~This project is assumed to be a categorical exclusion.~~

~~The Lead Agency for NEPA is the Federal Highway Administration (FHWA).~~

4.02 SEQRA Classification

The **Consultant** will assist the **Sponsor** in complying with SEQRA (6 NYCRR Part 617). The **Sponsor** is the Lead Agency. Consultant tasks may include, but are not limited to:

- Drafting letters to involved agencies to determine the lead agency.
- Drafting Environmental Assessment Form(s).
- Drafting a negative declaration.
- Drafting a positive declaration.
- Drafting notices.

The **Consultant** will document the results of SEQRA processing in the body of the Design Approval Document (DAD) and will include documentation of the final SEQRA determination in the Appendix of the DAD.

4.03 Smart Growth

The **Consultant** will complete the Smart Growth Checklist developed by NYSDOT to measure whether and to what extent a project conforms to the principles and objectives of Smart Growth and submit same to the Sponsor for attestation. (New York State's Smart Growth policy was adopted by amendment to the State Highway Law and is intended to minimize the "unnecessary cost of sprawl development." It requires public infrastructure projects to undergo a consistency evaluation and attestation using established Smart Growth Infrastructure Criteria. The consistency evaluation is measured with the Smart Growth checklist which can be found in the Chapter 7 Appendices on the LPM website.)

4.04 Screenings and Preliminary Investigations

The **Consultant** will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s) for:

- General Ecology and Endangered Species
- Surface Water
- Ground Water
- State Wetlands
- Federal Jurisdictional Wetlands
- Floodplains

- Coastal Zone Management
- Navigable Waterways
- Historic and/or Archaeological Resources
- Parks
- Hazardous Waste
- Asbestos
- Noise
- Air Quality
- Energy
- Farmland and/or Agricultural Districts
- Invasive Species
- Visual Impacts
- Critical Environmental Areas
- Complete Streets
- Environmental Justice
- Natural Landmarks
- Coast Guard Bridge Permit

Work will be performed, as summarized in the LPM and detailed in the PDM and the TEM, to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.

4.05 Detailed Studies and Analyses

Based on the work performed in Section 4.03, the **Consultant** will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the **Sponsor** must concur with the **Consultant's** determination.

Detailed study or analysis work will be performed and documented as detailed in the LPM, as well as in the PDM and the TEM. Results of the detailed study or analysis will be summarized in the appropriate section of the DAD.

Detailed study or analysis will be done for:

- A. General Ecology and Endangered Species
- ~~B. Ground Water~~
- ~~C. Surface Water~~
- ~~D. State Wetlands~~
- ~~E. Federal Wetlands~~
- ~~F. Floodplains~~
- ~~G. Coastal Zone Management~~
- ~~H. Historic Resources and/or Archaeological Resources~~
- ~~I. Parks—Section 4(f) and Section 6(f) Evaluations~~
- J. Hazardous Waste
- K. Asbestos
- ~~L. Noise~~
- ~~M. Air Quality~~
- ~~N. Energy~~
- ~~O. Farmlands and/or Agricultural Districts~~
- ~~P. Invasive Species~~

~~Q. Visual Impacts~~
~~R. Critical Environmental Areas~~
~~S. Complete Streets~~
~~T. Environmental Justice~~
~~U. Natural Landmarks~~
~~V. Coast Guard Bridge Permit~~

4.06 Permits and Approvals

The **Consultant** will obtain all applicable permit(s) and certification, including but not necessarily limited to:

- Article 24 Freshwater Wetlands Permit
- Article 25 Tidal Wetlands Permit
- FHWA Executive Order 11990 Wetlands Finding
- U.S. Coast Guard Section 9 Permit
- U.S. Army Corps of Engineers Section 10 Permit (Individual or Nationwide)
- U.S. Army Corps of Engineers Section 404 Permit (Individual or Nationwide)
- NYSDEC Section 401 Water Quality Certification
- NYSDEC State Pollution Discharge Elimination System (SPDES) Permit
- NYSDEC Article 15 Protection of Waters Permit
- Safe Drinking Water Act Section 1424(e)
- Migratory Bird Treaty Act
- Coastal Zone Consistency
- Scenic, Wild and Recreational Rivers

NYSDOT will be responsible for coordinating 106/4(f) and Threatened and Endangered Species. The **Consultant** will provide NYSDOT information to be submitted.

4.07 Public Hearing (Not Applicable)

~~The **Consultant** will provide exhibits to supplement reports for courtroom purposes.~~

~~Before the hearing, the Consultant will meet with the **Sponsor** to review the permit or certification application.~~

~~The **Consultant** will attend the hearing and, as required, provide expert testimony relevant to the particular application. The **Sponsor** will arrange for and provide any necessary legal assistance at the hearing. The **Consultant's** expert witnesses will have personally been in responsible charge of those aspects of the study to which their testimony is directed.~~

Section 5 – Right-of-Way

(NOT IN CONTRACT)

Section 6 - Detailed Design

6.01 Advance Detail Plans (ADP)

The **Consultant** will develop the approved design alternative to the ADP stage. At this stage all plans, specifications, estimates and other associated materials will be near **90%** complete.

As part of this task the **Consultant** will prepare templated cross sections at 25 ft intervals.

Advance Detail Plans will be in accordance with [Chapter 21 of the NYSDOT Highway Design Manual](#).

The **Consultant** will prepare and submit a copy of the ADP's to the **Sponsor** for review.

The **Consultant** will prepare and submit two (2) copies of the ADPs to the NYSDOT for review. The **Consultant** will modify the design to reflect the review of the ADP package.

6.02 Contract Documents

The **Consultant** will prepare a complete package of bid-ready contract documents. The package will include:

- Instructions to bidders.
- Bid documents.
- Contract language, including applicable federal provisions and prevailing wage rates.
- Special notes.
- Specifications.
- Plans.
- A list of supplemental information available to bidders (i.e., record as-built plans, etc.).
- Other pertinent information.

The **Consultant** will submit the contract documents to the **Sponsor** for approval. Upon approval, the **Sponsor** will submit 3 copies of the contract bid documents to NYSDOT as described in the LPM.

6.03 Cost Estimate

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineer's Estimate, including all quantity computations.

6.04 Utilities

The **Consultant** will coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The **Consultant** will assist the **Sponsor** in preparing any necessary agreements with utility companies. Any agreements containing

reimbursable relocations must be approved and signed by the Design Support Section of the NYSDOT Design Quality Assurance Bureau (see LPM Appendix 10-8).

6.05 Railroads

The **Consultant** will coordinate with affected railroads and will assist the **Sponsor** in preparing all necessary Railroad Agreements.

6.06 Bridge Inventory and Load Rating Forms (Not Applicable)

~~The **Consultant** will complete and provide the **Sponsor** and the NYSDOT with:~~

- ~~▪ Inventory Update forms, per the current NYSDOT Bridge Inventory Manual for Bridge Inventory and Inspection System, reflecting all proposed physical changes resulting from construction.~~
- ~~▪ Level 2 Load Rating Data Input forms, per the NYSDOT User Manual for Structural Rating Program for Bridges and current NYSDOT guidance on the "Procedure for Inventorying, Inspecting, and Level 2 Load Rating, New, Replacement and Reconstructed or Rehabilitated Bridges."~~

6.07 Information Transmittal

Upon completion of the contract documents, the **Consultant** will transmit to the **Sponsor** all project information, including electronic files. The electronic information will be in the format requested by the **Sponsor**.

Section 7 - Advertisement, Bid Opening and Award

7.01 Advertisement

The **Consultant** will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publication identified by the **Sponsor**. The **Consultant** will submit the ad(s) to the **Sponsor** for review and will revise the ad(s) to reflect comments generated by that review. Upon approval by the **Sponsor**, the **Consultant** will place the advertisements.

Advertisements must not be placed until authorization is granted to the **Sponsor** by the NYSDOT.

7.02 Bid Opening (Letting)

The **Consultant** will assist the **Sponsor** in holding the public bid opening.

7.03 Award

The **Consultant** will analyze the bid results. The analysis will include:

- Verifying the low bidder.
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.).
- Breaking the low bid into fiscal shares, if necessary.
- Determining whether the low bid is unbalanced.
- For pay items bid more than 25% over the Engineer's Estimate:
 - Checking accuracy of quantity calculations.
 - Determining appropriateness of price bid for work in the item.
 - Determining whether the low bidder is qualified to perform the work.

The **Consultant** will assist the **Sponsor** in preparing and compiling the package of information to be transmitted to the NYSDOT.

The **Sponsor** will award the contract and will transmit the award package to the NYSDOT as described in the LPM.

Section 8 - Construction Support

8.01 Construction Support

The **Consultant** will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

The **Consultant** will attend one pre-construction meeting with the **Sponsor** and selected and approved Contractor.

The **Consultant** will provide one (1) digital copy of the As-Built drawings.

Work under this section will always be in response to a specific assignment from the **Sponsor** under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **Sponsor** or the construction contractor. This includes the Traffic Control Plan.
- The **Consultant** will interpret and clarify design concepts, plans and specifications.
- The **Consultant** will review and approve structural shop drawings for construction.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

Section 9 - Construction Inspection

(NOT IN CONTRACT)

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- | | |
|-----------|---|
| Section 1 | Estimate <u>2</u> meetings during the life of this agreement.

Estimate <u>18</u> cost and progress reporting periods will occur during the life of this agreement. |
| Section 2 | Assume that GPS methods and equipment will be used to establish local control points.

Estimate <u>1</u> accidents will require analysis.

Estimate <u>1</u> capacity analyses will be required.

Estimate <u>0</u> soil borings will be taken.

Assume <u>0</u> stream sections will be required |
| Section 3 | Estimate <u>1</u> concepts will be evaluated for the site.

Estimate <u>1</u> design alternative(s) will be analyzed in addition to the null alternative for the site.

Estimate <u>2</u> cost estimate(s) plus <u>1</u> update will be required.

Estimate <u>0</u> culvert will be replaced and <u>1</u> will be rehabilitated |
| Section 4 | Estimate <u>3</u> permits will be required. |
| Section 5 | Estimate <u>0</u> ROW Maps will be required |
| Section 6 | Final Design will include but not be limited to: <ul style="list-style-type: none">• Development of highway and bridge plans.• Structural design.• Highway design.• Development and design for public utilities.• Maintenance and protection of traffic during construction.• Preparation and submission of final Plans, Specifications, and Estimate (PS&E) for the project.
Estimate <u>2</u> cost estimate(s) plus <u>1</u> update will be required.

Estimate <u>0</u> culvert will be replaced and <u>1</u> will be rehabilitated.

Estimate <u>3</u> utility companies and <u>0</u> railroad agencies will be affected. |

Section 7 Estimate 10 copies of the final contract bid documents will be needed.

Estimate advertisements will be placed in 2 publications in addition to the NYS Contract Reporter.

Section 8 Construction Support will include but not be limited to:

- Providing technical support during construction on questions relating to the design.
- Providing assistance in construction bid proceedings.
- Analysis of bids.
- Review of shop drawings (if necessary).

Estimate 2 requests that require effort will be made during the construction phase of the project.

10.02 Technical Assumptions

A. Major Items of Work:

Rehabilitation of Culvert carrying Maplewood Road over Tributary to Cayuga Lake

B. The project will be progressed using English units.

C. Assume the proposed rehabilitation will consist of slip-lining the existing structure.

D. Assume culvert replacement concept will NOT be evaluated.

E. Contract plans and cross-sections will be prepared at ½ size (11"x17"), per NYSDOT requirements.

F. Assume a hydraulic analysis will be required. Supplemental stream sections will not be required.

G. No machine traffic counts will be required by Consultant.

H. Assume wetland delineation will be required.

I. Assume a 4(f)/106 evaluation and Historic American Engineer Record (HAER) will NOT be required for this project.

J. Assume that the SHPO will give no impact determination for this.

K. Assume 1 Public Information Meeting and no public hearing will be required.

L. Assume 0 ROW takings will be required.

- L. Survey and mapping will include locating all pertinent features within a 50 foot bandwidth extending 300 feet on the north approach and 300 feet on the south approach of the culvert along Maplewood Road.
- M. Assume construction inspection phase services will be added as a supplemental agreement.

STAFFING ASSUMPTIONS
Barton & Loguidice, D.P.C.
 Maplewood Road over Trib Cayuga Lake
 PIN 3757.66

SECTION	TASK	DESCRIPTION	Principal	Senior Associate	Associate	Managing Engineer	Sr. Project Manager	Sr. Project Engineer	Chief Engineer	Lead Environmental Scientist	Project Manager	Staff Engineer	Engineer II	Engineer I	Environmental Scientist III	Senior Engineering Technician	Engineering Technician	Engineering Aide	Senior Group Technical Assistant	TOTAL	ASSUMPTIONS
1		GENERAL																			
	1.05	Project Familiarization.						4					4							8	Review existing County-provided information. Site visit.
	1.06	Meetings	2		8														4	12	
	1.07	Cost & Progress Reporting:	18		9															9	Progress Report Summary Sheet per Manual & monthly invoicing
	1.10	Subconsultants/Subcontractors																			
		TOTALS for Section 1			17			4				4							4	29	
2		DATA COLLECTION & ANALYSIS																			
	2.01A	Design Survey				1					4									5	By XXX, B&L to coordinate
	2.01B	Stream Sections				1					1									2	By xxx
	2.01C	Survey of Wetlands Boundaries																		0	By xxx
	2.01D	Supplemental Survey				1					1									2	
	2.02	Design Mapping									4					4				8	B&L to review for completeness and conformance with standards
	2.03	Determination of Existing Conditions									4			4						8	Site visit under Task 1.05; document conditions for DAD
	2.04	Accident Data and Analysis												1						1	
	2.05	Traffic Counts												1						1	Determine existing traffic speeds & volumes; forecast growth. Flow diagram will not be needed.
	2.06	Capacity Analysis																		0	
	2.07	Future Plans and Coordination with other Projects																		0	By County. Assumed future plans will have no impact on the scope of the project.
	2.08	Soil Investigation																		0	B&L to secure subcontractor services
	2.09	Hydraulic Analysis.			8									16						24	Hydrology and hydraulics of existing & proposed structures
	2.10A	Bridge In-Depth Inspection																		0	Not Applicable
	2.10B	Bridge Deck Evaluation																		0	Not Applicable
	2.10C	Load Rating of Existing Bridge																		0	Not Applicable
	2.10D	Fatigue Evaluation																		0	Not Applicable
		TOTALS for Section 2			8	3					14			22		4				51	
3		PRELIMINARY DESIGN																			
	3.01	Design Criteria.									2		4							6	Determine design speed and appropriate design criteria for highway classification.
	3.02A	Selection of Design Alternatives			1			6			10		24							41	Evaluate one alternative (rehabilitation)
	3.02B	Detailed Evaluation of Alternative																		0	Evaluate design criteria, drainage & utilities
		Plans: 1						2			8		12			12				34	
		Profiles: 1						2			8		4			8				22	
		Typical Sections: 1						1			8		4			10				23	
	3.03	Cost Estimates																		0	
		Initial Estimate:						4					12							16	
		Updates (Each): 1						2					4							6	
	3.04	Develop the Draft DAD			2			8					50			10			4	74	2 Copies
	3.05	Advisory Agency Review						2					4								
	3.06A	Public Information Meeting						4			2		16			8			1	31	Open House Informational Meeting. Prepare display boards for plans, profile &
	3.07	Prepare Design Recommendation. Modify DDAD.						4					8						4	16	Resolution and response to comments. 2 copies
	3.08	Preliminary Bridge Plan																		0	not required
		Structure Justification Report																		0	not required
		Resolution & Response to Comments																		0	
		TOTALS for Section 3			3			35			38		142			48			9	275	

STAFFING ASSUMPTIONS
Barton & Loguidice, D.P.C.
 Maplewood Road over Trib Cayuga Lake
 PIN 3757.66

SECTION	TASK	DESCRIPTION	Principal	Senior Associate	Associate	Managing Engineer	Sr. Project Manager	Sr. Project Engineer	Chief Engineer	Lead Environmental Scientist	Project Manager	Staff Engineer	Engineer II	Engineer I	Environmental Scientist III	Senior Engineering Technician	Engineering Technician	Engineering Aide	Senior Group Technical Assistant	TOTAL	ASSUMPTIONS
4		ENVIRONMENTAL																			
	4.01	NEPA Classification								4			2		2					8	Complete NEPA Checklist.
	4.02	SEQRA Classification								4			2		2					8	Type II Verification & Documentation
	4.03	Smart Growth																			
	4.04	Screenings:																			
		General Ecology and Endangered Species								2					8					10	Endangered Species Inquiry
		Surface Water																		0	Identification of Drainage Basins: Erosion and sediment control requirements. SPDES check. File Notice of Intent
		Ground Water								4					1					5	Ground Water Investigation: desk-top survey; provide write-up
		State Wetlands								2					2					4	Review of State-Regulated Wetlands Maps:
		Federal Jurisdictional Wetlands																		0	site visit for Federal wetlands
		Floodplains																		0	acquire FEMA maps and studies; determine need for full evaluation
		Coastal Zone Management: Navigable Waterways			1					1					1					3	
		Historic/Archaeological Resources			2					2					4					8	SHPO inquiry letter
		Parks																		0	Determine need for 4(f) or 6(f)
		Hazardous Waste			1										12				2	15	desk-top survey, site visit, prepare form for DAD
		Asbestos													12				2	14	desk-top survey (record drawings), site visit, prepare form for DAD
		Noise													1					1	
		Air Quality													1					1	
		Energy													1					1	
		Farmland and/or Agricultural Districts													1					1	
		Invasive Species																			
		Visual Impacts																		0	
		Critical Environmental Areas																			
		Complete Streets																			
		Environmental Justice																			
		Natural Landmarks																			
		Coast Guard Bridge Permit																			
	4.05	Detailed Studies and Analyses:																			
	4.05A	General Ecology and Endangered Species													4					4	
	4.05B	Ground Water																		0	
	4.05C	Surface Water																		0	
	4.05D	State Wetlands																		0	
	4.05E	Federal Wetlands																		0	
	4.05F	Floodplains																		0	
	4.05G	Coastal Zone Management																		0	Not applicable
	4.05H	Historic Resources																		0	
	4.05I	Parks - Section 4(f) and Section 6(f)																		0	
	4.05J	Hazardous Waste																		0	
	4.05K	Asbestos																		0	
	4.05L	Noise																		0	
	4.05M	Air Quality																		0	
	4.05N	Energy																		0	
	4.05O	Farmlands:																		0	
	4.05P	Invasive Species																		0	
	4.05Q	Visual Impacts:																		0	
	4.05R	Critical Environmental Areas																		0	
	4.05S	Complete Streets																		0	
	4.05T	Environmental Justice																		0	
	4.05U	Natural Landmarks																		0	
	4.05V	Coast Guard Bridge Permit																		0	
	4.06	Permits and Approvals			4								16						1	21	Complete Joint Application for Permit.
	4.07	Public Hearing																			Not applicable
		TOTALS for Section 4			8					19			20		52				5	104	

STAFFING ASSUMPTIONS
Barton & Loguidice, D.P.C.
 Maplewood Road over Trib Cayuga Lake
 PIN 3757.66

SECTION	TASK	DESCRIPTION	Principal	Senior Associate	Associate	Managing Engineer	Sr. Project Manager	Sr. Project Engineer	Chief Engineer	Lead Environmental Scientist	Project Manager	Staff Engineer	Engineer II	Engineer I	Environmental Scientist III	Senior Engineering Technician	Engineering Technician	Engineering Aide	Senior Group Technical Assistant	TOTAL	ASSUMPTIONS
5		RIGHT OF WAY																		0	
	5.01	Abstract Request Map and/or Title Search																		0	
	5.02	ROW Survey.																		0	
	5.03	ROW Mapping.																		0	
	5.04	ROW Plan.																		0	
	5.05	ROW Cost Estimate.																		0	
	5.06	Public Hearings/Meetings																		0	Not applicable
	5.07	Property Appraisals																		0	
	5.08	Appraisal Review																		0	
	5.09	Negotiations and Acquisition of Property																		0	
	5.10	Relocation Assistance																		0	Not applicable
	5.11	Property Management																		0	Not applicable
		TOTALS for Section 5																		0	
6		DETAILED DESIGN																		0	
	6.01	Advance Detail Plans (ADP)																		0	2 Sets of the following:
		Title: 1														2				2	
		Typical Sections: 1				1						8				16				25	
		M&PT: 1				2						12				16				30	
		Construction Sign Text Data																		0	
		Temporary Traffic Signal Plans & Details:																		0	
		Maintenance Jurisdiction Table																		0	
		Miscellaneous Tables & Details																		20	
		Plans: 1				2						12				16				30	
		Profiles: 1				1						4				8				13	
		Landscaping & Grading																		0	
		Sign Text Data:																		0	
		Intersection Plan:																		0	
		Erosion & Sediment Control Plan																		0	
		Bridge Plan 1				1	2					8				8				19	
		General Notes 1				1						4				4				9	
		Temporary Detour Structure Plan																		0	
		Existing Structure Removal Details																		0	
		Excavation & Backfill 1						4				8				12				24	
		Abutment Plan, Elevation & Reinforcement 1				1		4				24				16				45	
		Pier Plan, Elevation & Reinforcement																		0	
		Abutment Plan, Elevation & Reinforcement 1				1		4				24				16				45	
		Miscellaneous Substructure 1						2				8				8				18	
		Superstructure Plan & Sections 1				1		8				16				12				37	
		Framing Plan & Beam Details																		0	
		Deck Reinforcement Plan & Details																		0	
		Haunch, Camber & Moment Tables																		0	
		Miscellaneous Superstructure Details 1				1		2				12				8				23	
		Approach Slab Details																		0	
		Bearing Replacement Details																		0	
		Joint System Plan & Sections																		0	
		Railing Layout 1						1				4				6				11	
		Railing Details 3						1				2				6				9	
		Structural Slab (Optional Forming System)																		0	
		Bar Bending Diagrams & Lists																		0	
		Templated Cross Sections: 8														8				8	25 ft intervals = 24 cross sections @ 3 per sheet @ 1":10' scale = 8
	6.02	Contract Documents.						4				8						2	2	16	2 Copies to the County for Review
	6.03	Cost Estimate																		32	
		Initial Estimate:						8				24								8	
		Updates (Each): 1						4				4								8	
	6.04	Utilities										12								12	Coordination with utility company.
	6.05	Railroads																			
	6.06	Bridge Inventory & Load Rating Forms										4								4	
	6.07	Information Transfer														4				4	Submit original Contract Documents and Drawings to the County.
		TOTALS for Section 6			5	9		42				8	198			178		2	2	444	

STAFFING ASSUMPTIONS
Barton & Loguidice, D.P.C.
Maplewood Road over Trib Cayuga Lake
PIN 3757.66

[illegible]

Attachment C
Staffing Rates, Hours, Reimbursable(s), and Fee

BARTON & LOGUIDICE, D.P.C.
PIN 3757.66
Maplewood Road over Trib Cayuga Lake

CONTENTS

Exhibit	Description
A-1	SALARY SCHEDULE
A-2	STAFFING TABLE
B-1	DIR. NON-SAL. COST
C	SUMMARY

Exhibit A, Page 1
Salary Schedule

BARTON & LOGUIDICE, D.P.C.
PIN 3757.66

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES ESTIMATED 2025	MAXIMUM HOURLY RATES ESTIMATED 2025	OVERTIME CATEGORY
Principal	IX (A)	\$ 132.20	\$ 137.00	A
Senior Vice President	IX (A)	\$ 107.40	\$ 123.00	A
Vice President	IX (A)	\$ 84.77	\$ 90.00	A
Senior Associate	VIII (A)	\$ 76.45	\$ 81.50	A
Associate	VIII (A)	\$ 71.54	\$ 81.50	A
Chief Engineer	VII (A)	\$ 69.83	\$ 78.00	B
Senior Managing Engineer	VII (A)	\$ 64.61	\$ 73.00	B
Senior Managing Hydrogeologist	VII (A)	\$ 66.25	\$ 71.00	B
Senior Managing Industrial Hygienist	VII (A)	\$ 63.20	\$ 63.20	B
Senior Managing Landscape Architect	VII (A)	\$ 56.60	\$ 57.00	B
Senior Project Manager	VII (A)	\$ 65.31	\$ 80.00	B
Chief Asset Management Specialist	VI (A)	\$ 79.00	\$ 79.00	B
Lead Architect	VI (A)	\$ 55.30	\$ 55.30	B
Lead Engineer	VI (A)	\$ 56.40	\$ 56.40	B
Lead Environmental Scientist	VI (A)	\$ 56.00	\$ 56.00	B
Lead Landscape Architect	VI (A)	\$ 48.00	\$ 48.00	B
Managing Engineer	VI (A)	\$ 55.20	\$ 57.70	B
Managing Hydrogeologist	VI (A)	\$ 54.50	\$ 54.50	B
Managing Landscape Architect	VI (A)	\$ 46.00	\$ 46.00	B
Project Manager	VI (A)	\$ 47.00	\$ 50.00	B
Senior Staff Engineer	VI (A)	\$ 47.75	\$ 48.00	B
Managing Architect	V (A)	\$ 53.25	\$ 54.50	B
Managing Community Planner	V (A)	\$ 45.50	\$ 45.50	B
Managing Industrial Hygienist	V (A)	\$ 45.00	\$ 45.00	B
Project Community Planner	V (A)	\$ 36.75	\$ 37.50	B
Senior Construction Manager	V (A)	\$ 66.00	\$ 66.00	B
Senior Project Engineer	V (A)	\$ 51.17	\$ 56.70	B
Senior Project Environmental Scientist	V (A)	\$ 44.00	\$ 44.00	B
Senior Project Landscape Architect	V (A)	\$ 44.00	\$ 44.00	B
Senior Staff Environmental Scientist	V (A)	\$ 39.90	\$ 43.00	B
Crew Chief	IV (A)	\$ 38.97	\$ 42.50	B
Lead Asset Management Specialist	IV (A)	\$ 63.50	\$ 63.50	B
Project Architect	IV (A)	\$ 43.20	\$ 43.20	B
Project Engineer	IV (A)	\$ 45.62	\$ 48.80	B
Senior Staff Hydrogeologist	IV (A)	\$ 37.00	\$ 37.00	B
Staff Architectural Designer	IV (A)	\$ 36.70	\$ 36.70	B
Staff Asset Management Specialist	IV (A)	\$ 58.30	\$ 58.30	B
Staff Engineer	IV (A)	\$ 46.04	\$ 49.50	B
Staff Environmental Scientist	IV (A)	\$ 35.00	\$ 35.00	B
Staff Field Scientist	IV (A)	\$ 35.00	\$ 38.50	B
Staff Industrial Hygienist	IV (A)	\$ 37.80	\$ 37.80	B
Staff Intern Architect	IV (A)	\$ 44.50	\$ 44.50	B
Staff Hydrogeologist	III (A)	\$ 30.30	\$ 30.30	B
Architectural Designer I	II/I (A)	\$ 27.00	\$ 28.00	B
Architectural Designer II	II/I (A)	\$ 31.00	\$ 33.00	B
Assistant Landscape Architect I	II/I (A)	\$ 34.00	\$ 43.00	B
Assistant Landscape Architect II	II/I (A)	\$ 31.70	\$ 31.70	B
Community Planner I	II/I (A)	\$ 27.37	\$ 28.60	B
Community Planner II	II/I (A)	\$ 30.25	\$ 30.50	B
Engineer I	II/I (A)	\$ 37.08	\$ 38.00	B
Engineer II	II/I (A)	\$ 40.35	\$ 43.50	B
Engineering Designer I	II/I (A)	\$ 38.30	\$ 46.00	B
Engineering Designer II	II/I (A)	\$ 49.77	\$ 51.50	B
Environmental Scientist I	II/I (A)	\$ 25.67	\$ 26.00	B
Environmental Scientist II	II/I (A)	\$ 29.67	\$ 30.50	B
Chief Inspector	IV (N)	\$ 52.50	\$ 55.00	C
Office Engineer	IV (N)	\$ 52.67	\$ 54.00	C
Resident Engineer	IV (N)	\$ 54.36	\$ 74.00	C
Senior Engineering Technician	IV (N)	\$ 47.37	\$ 50.00	C
Senior Inspector	IV (N)	\$ 46.00	\$ 46.00	C
Construction Manager	III (N)	\$ 51.07	\$ 53.20	C
Inspector	III (N)	\$ 31.00	\$ 37.50	C
Senior Environmental Technician	III (N)	\$ 24.00	\$ 24.00	C
Senior Inspector	III (N)	\$ 45.24	\$ 51.00	C
Engineering Technician	II (N)	\$ 36.50	\$ 37.50	C
Environmental Technician	II (N)	\$ 21.95	\$ 22.00	C
Industrial Hygienist I	I (N)	\$ 24.35	\$ 25.30	C
Contract Specialist	N/A	\$ 41.92	\$ 74.50	B
Engineering Aide	N/A	\$ 37.40	\$ 37.40	B
Group Technical Assistant	N/A	\$ 23.70	\$ 23.70	B
Intern	N/A	\$ 19.86	\$ 21.00	B
Senior Group Technical Assistant	N/A	\$ 29.55	\$ 34.40	B
UAS Operator	N/A	\$ 42.00	\$ 42.00	B

Category A - No overtime compensation
Category B - Overtime compensated at straight time rate
Category C - Overtime compensated at straight time rate x 1.50

Overtime applies to hours worked in excess of the normal
working hours of 40 hours per week

Exhibit A, Page 2
Staffing Table

BARTON & LOGUIDICE, D.P.C.
PIN 3757.66

JOB TITLE	ASCE (A) OR NICET (N) GRADE	SECTIONS								TOTAL HOURS	PROJECTED HOURLY RATE	DIRECT TECHNICAL LABOR
		1	2	3	4	5	6	7	8			
Principal	IX									0	\$137.00	\$0.00
Senior Associate	VIII									0	\$81.50	\$0.00
Associate	VIII	17	8	3	8		5	3	1	45	\$81.50	3,667.50
Managing Engineer	VI		3				9		14	26	\$57.70	1,500.20
Senior Project Manager	VII							20	14	34	\$80.00	2,720.00
Senior Project Engineer	V	4		35			42		8	89	\$56.70	5,046.30
Chief Engineer	VII									0	\$78.00	0.00
Lead Environmental Scientist	VI				19					19	\$56.00	1,064.00
Project Manager	VI		14	38						52	\$50.00	2,600.00
Staff Engineer	IV						8			8	\$49.50	396.00
Engineer II	II/I	4		142	20		198	24	60	448	\$43.50	19,488.00
Engineer I	II/I		22							22	\$38.00	836.00
Senior Project Environmental Scientist	V				52					52	\$44.00	2,288.00
Senior Engineering Technician	IV		4	48			178			230	\$50.00	11,500.00
Engineering Technician	II									0	\$37.50	0.00
Engineering Aide	N/A						2			2	\$37.40	74.80
Senior Group Technical Assistant	N/A	4		9	5		2			20	\$34.40	688.00

	TOTAL	29	51	275	104	0	444	47	97	1047		\$51,868.80

Exhibit B, Page 1
Estimate of Direct Non-Salary Cost

BARTON & LOGUIDICE, D.P.C.
PIN 3757.66

1. Travel, Lodging and Subsistence

Trips to	trips	miles per			
Site/County	5	80	miles/trip	400	
Miscellaneous				<u>0</u>	
		Total Mileage		400 @	\$0.700 \$280.00

TOTAL TRAVEL, LODGING, & SUBSISTENCE **\$280**

2. Reproduction, Drawings & Report

			Sheets	Set	
Design Report					
Pre-Draft thru Final	0.10	200	10		\$200.00
Brochure/Handout	0.10	2	30		6.00
Miscellaneous	0.05	2000	1		100.00
Plans/Cross-Sections	0.10	20	5		10.00
Prints	0.20	20	30		<u>120.00</u>

TOTAL DRAWING, REPORT, REPRODUCTION **\$436**

3. Environmental Screenings/Reports **\$500**

4. Mail, Postage & Shipping **\$150**

5. Bid Advertisement **\$200**

6. Subcontractor for Borings (No Applicable) **\$0**

7. Subcontractor for Survey (PJO) **\$9,200**

8. Subcontractor for ROW **\$0**

Direct Non-Salary Cost	\$1,566
Direct Non-Salary Cost (Subcontractors)	\$0
Direct Non-Salary Cost (Subconsultants)	\$9,200

TOTAL DIRECT NON - SALARY COST **\$10,766**

Exhibit C
Summary

BARTON & LOGUIDICE, D.P.C.
PIN 3757.66

	<u>TOTAL</u>
Item IA, Direct Technical Salaries (estimated) subject to audit	\$51,869
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$0
Item II, Direct Non- Salary Cost (estimated) subject to audit	\$1,566
Item II Direct Non- Salary Cost (estimated) subject to audit Subcontractor Cost	\$0
Item II Direct Non- Salary Cost (estimated) subject to audit Subconsultant Cost	\$9,200
Item III, Overhead (estimated) subject to audit) (@ 171% Office Rate)	\$88,696
Item IV, Fixed Fee (negotiated)	\$18,300
 TOTAL ESTIMATED CONSULTANT COST	 \$169,600
 MAXIMUM AMOUNT PAYABLE	 \$170,000