

# Architectural/ Engineering Consultant Agreement

PIN 3757.39

Municipal Contract 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, Syracuse, 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 contract **Replacement of Curry Road over Trumansburg Creek Culvert** (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 Contract; and

WHEREAS, the \_\_\_\_\_, is authorized to enter this Contract on behalf of the Sponsor,

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE 1. DOCUMENTS FORMING THIS CONTRACT**

This contract 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.

**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 Contract 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 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)

<ul style="list-style-type: none"> <li>■ <b>3.1 Cost Plus Fixed Fee Method</b></li> </ul>			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
Item I	<ul style="list-style-type: none"> <li>■ 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 Contract, plus properly allocable partial salaries of all persons working part-time on this PROJECT.</li> <li>■ 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.</li> <li>■ If, within the term of this Contract, 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</li> </ul>	<ul style="list-style-type: none"> <li>■ Actual cost incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative.</li> <li>■ Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Contract, all subject to audit.</li> <li>■ Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Sponsor.</li> </ul>	<ul style="list-style-type: none"> <li>■ The CONSULTANT shall be paid in <i>monthly</i> progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C.</li> <li>■ Bills are subject to approval of the Sponsor and Sponsor's Representative.</li> </ul>
Item II	Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Contract; all subject to audit.	All reimbursement for travel, meals and lodging shall be made at 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	

<ul style="list-style-type: none"> <li>■ <b>3.1 Cost Plus Fixed Fee Method</b></li> </ul>			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
<b>Item IV</b>	<ul style="list-style-type: none"> <li>■ Overhead Allowance based on actual allowable expenses incurred during the term of this Contract, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations (FAR), sub-part 1-31.2 as modified by sub-part 1-31.105, and applicable policies and guidelines of the Sponsor, NYSDOT and FHWA.</li> <li>■ For the purpose of this Contract, 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.</li> </ul>	<ul style="list-style-type: none"> <li>■ 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>172%</u>, in all events not to exceed <u>182%</u>, subject to audit.</li> </ul>	
<b>Item V</b>	<ul style="list-style-type: none"> <li>■ Negotiated Lump Sum Fixed Fee.</li> <li>■ 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 Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.</li> </ul>	<ul style="list-style-type: none"> <li>■ A negotiated Lump Sum Fee which in this CONTRACT shall equal <u>\$15,200.</u></li> </ul>	
<b>Item VI</b>	The Maximum Amount Payable under this Contract including Fixed Fees unless this contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	Maximum Amount Payable under this Method shall be <u>\$218,000.</u>	

#### **ARTICLE 4. INSPECTION**

The duly authorized representatives of the Sponsor, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION and the FEDERAL HIGHWAY ADMINISTRATION, shall have the right at all times to inspect the work of the CONSULTANT.

#### **ARTICLE 5. AUDITS**

5.1 Payment to the Consultant 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 contract, are considered to be necessary to enable the commencement of the audit.

- II. Records of Direct Non-Salary Costs;
- III. Copies of any subcontracts relating to said contract;
- 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 Contract or for any part thereof except as otherwise provided herein.

#### **ARTICLE 7. EXTRA WORK**

7.1 Consultant's performance of this Contract 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 Contract 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 Contract 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 CONTRACT, 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 Federal Highway Administration.

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 Contract for the additional services above described, the Sponsor's directions shall be exercised by the issuance of a separate Contract, 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 subcontractors, agents or employees in the performance of his service under this Contract.

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 Contract, 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 work. Nothing in this Article or in this Contract 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 Contract.

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 claim, issued to and covering damage for liability imposed on the CONSULTANT by this Contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Contract. 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 contract 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 contract, 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 contract. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this contract 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 contract.

**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 Contract 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 contract (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, Federal Highway Administration, 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 for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. 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 rights under ARTICLE 7 of this contract.

**ARTICLE 13. TERMINATION**

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

- A. 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.
- B. for cause - if the termination is brought about as a result of the Sponsor's determination of unsatisfactory performance or breach of contract 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 CONTRACT.

#### **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 Contract, 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 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 Contract may be canceled or terminated if any work under this Contract 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 status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Sponsor by reason hereof, and that he 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 has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Contract, and that he 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 Contract. For breach or violation of this warranty, the Sponsor shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract 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 is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Contract or of his right, title or interest therein, or his power to execute such Contract, 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 Contract 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 Contract 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 contract provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or other SUBCONSULTANT shall include all standard required contract provisions, and such agreements shall be subject to review by the Sponsor.

**ARTICLE 20.1 PROMPT PAYMENT.** While federal regulation ([49 CFR 26.29](#)<sup>1</sup>) 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 contracts. Contract 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 subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, 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 Contract, 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.

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<sup>1</sup> <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=936406b1c92895795069232a53fb110f&rgn=div8&view=text&node=49:1.0.1.1.20.2.18.5&idno=49>

## **ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing this Contract 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 contract, 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 contract, 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 contract, 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 subcontracts, 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 contract. 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 contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, 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 contract of any of the services furnished under this contract.
- C. The rights and remedies of the Sponsor provided for under this contract are in addition to any other rights and remedies provided by law.
- D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

## **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 contract 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 contract 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 Contract. 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 Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

## **ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5(c)**

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Contract, 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 contract 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 contract 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** *(unless more restrictive municipal laws apply)*

For all contracts 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 contracts other than personal services in excess of \$20,000 except printing contracts 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 subcontract 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 contract covered by Article 8 of the Labor Law or a building service contract 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 contract exceeds \$5,000, the CONSULTANT agrees, as a material condition of the contract, 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 contract's execution, such contract, 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, 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.

**ARTICLE 31. MUNICIPAL ADVISOR SERVICES ARE EXCLUDED.** The services to be provided by CONSULTANT under this Contract do not include advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by CONSULTANT are understood by the parties to this Contract to be strictly engineering opinions, advice, information or recommendations. CONSULTANT is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Contract should determine independently whether they require the services of a municipal advisor.

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

Reference: Sponsor Contract # \_\_\_\_\_

TOWN OF ULYSSES	BARTON & LOGUIDICE, D.P.C.
by: _____	by: _____
Date: _____	Date: December 20, 2023

STATE OF NEW YORK

ss:

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ 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 ONONDAGA

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023 before me, *Matthew J Schooley* 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/she 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 Contract Project Description and Funding

PIN: 3757.39  
BIN: N/A

*Term of Agreement Ends: December 31, 2026*

- Main Agreement     Amendment to Contract [add identifying #]  
 Supplement to Contract [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: December 20, 2023

Finish Date: December 31, 2026

*PROJECT DESCRIPTION:*

***Replacement of Curry Road over Trumansburg Creek***

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:**

**\$218,000**

Footnotes:

**ATTACHMENT B**  
**Architectural/ Engineering Consultant Contract**

**Scope of Services**  
**or**  
**Task List**

December 2023

# **SCOPE OF SERVICES**

Replacement

of

Curry Road over Trumansburg Creek  
PIN 3757.39  
BridgeNY 2022

Town of Ulysses



## Section 1 - General

### 1.01 Project Description and Location

**This project is known as:** Curry Road over Trumansburg Creek Culvert Replacement

**PIN:** 3757.39

**Project Description:** BridgeNY culvert replacement and affected approach work.

**Project Limits:** The project includes replacement of the existing culvert carrying Curry Road over Trumansburg Creek and approximately 100 feet of approach reconstruction.

**Sponsor(s):** 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 is the Ulysses Town Supervisor, Katelin Olson, 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 ( <b>assume no ROW acquisitions required</b> )
Section 6	Detailed Design
Section 7	Advertising, Bid Opening and Award

~~Section 8 — Construction Support (By Supplemental Agreement)~~  
~~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, 5, 6, 7, 8, 9 and 10.

## 1.05 Project Familiarization

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

- 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.
- Record as-built plans.
- Pavement history.
- Anticipated permits and approvals.
- Terrain data requirements for design.
- Available project studies and reports.
- Other relevant documents pertaining to the project.

**[B&L submitted the BridgeNY application and it is understood has all available information in the Town's possession. Coordination will continue with the Town to gather all potentially missing pieces.]**

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 the attached survey figure.

#### B. Stream Survey

The **Consultant** will perform field survey necessary to develop stream cross sections for the hydraulic analysis of the stream. Stream sections shall be taken as follows:

- Immediately upstream of existing culvert
- Immediately downstream of existing culvert
- 100 feet, 200 feet, 300 feet, 500 feet and 1000 feet downstream of existing culvert
- 100 feet, 200 feet, 300 feet and 500 feet upstream of existing culvert

#### 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. **It is assumed that no wetlands will be delineated or require survey.**

#### D. Supplemental Survey

The **Consultant** will provide supplemental survey when needed for design purposes and to keep the survey and mapping current. **No supplemental survey is assumed.**

#### 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. **No supplemental mapping is assumed.**

### 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. ***It is assumed a Traffic Impact Study is not required.***

### 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.

***It is understood that the road has low traffic volumes and with capacity limitations observed. As a result, a capacity analysis will not be performed.***

### 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

The **Consultant** will determine the boring locations, diameters, and sampling intervals; designate soil boring numbers; stake out the locations; take the soil borings; document the resulting subsurface information; and survey and map the actual boring locations.

## 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 HEC-RAS 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](#)<sup>1</sup> and [NYSDOT Bridge Inspection Manual](#).<sup>2</sup>~~

### 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.~~

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<sup>1</sup>[https://www.dot.ny.gov/divisions/engineering/structures/repository/manuals/br\\_deck\\_manual/bridge\\_deck\\_eval\\_manual\\_1992.pdf](https://www.dot.ny.gov/divisions/engineering/structures/repository/manuals/br_deck_manual/bridge_deck_eval_manual_1992.pdf)

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

#### 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 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. It is assumed only one design alternative will be developed.



## 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 30 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

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

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

It is anticipated that NYSDOT will complete the Smart Growth Screening Tool and provide this information to the **Consultant**. 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.

### 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). The **Consultant** will provide NYSDOT a Project Submittal Package (PSP) for use in making the cultural resource determination. It is assumed a determination of No Effect will be received.

NYSDOT will be responsible for coordinating Threatened and Endangered Species. The **Consultant** will provide NYSDOT a Threatened and Endangered Species memo.

#### 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**

**(No ROW acquisitions or easements required)**

## 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. It is assumed that no utility relocations will be required.

#### 6.05 Railroads (Not Applicable)

~~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 Local Projects Manual (LPM).

## **Section 8 - Construction Support**

**(By Supplemental Agreement)**

## **Section 9 - Construction Inspection**

**(By Supplemental Agreement)**

## Section 10 - Estimating & Technical Assumptions

### 10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- Section 1                      Estimate 4 meetings during the life of this agreement.
- Estimate 24 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 0 accidents will require analysis.
- Estimate 0 capacity analyses will be required.
- Estimate 2 soil borings will be taken.
- Assume 11 stream sections will be required
- Section 3                      Estimate 1 concepts will be evaluated for the site.
- Estimate 1 design alternative(s) will be analyzed in addition to the null alternative for the site.
- Estimate 1 cost estimate(s) plus 1 update will be required.
- Estimate 1 culvert will be replaced and 0 will be rehabilitated
- Section 4                      Estimate 2 permits will be required.
- Section 5                      Estimate 0 ROW Maps will be required
- Section 6                      Final Design will include but not be limited to:
- Development of highway and bridge plans.
  - Structural replacement design.
  - Highway design.
  - Maintenance and protection of traffic during construction.
  - Preparation and submission of final Plans, Specifications, and Estimate (PS&E) for the project.
- Estimate 1 cost estimate(s) plus 1 update will be required.
- Estimate 1 culvert will be replaced and 0 will be rehabilitated.
- Estimate 0 utility companies and 0 railroad agencies will be affected.

Section 7                      Estimate 3 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.

## 10.02 Technical Assumptions

- A. Major Items of Work:  
Replacement of the culvert carrying Curry Road over Trumansburg Creek
- B. Assume the proposed replacement structure will be a bridge. Assume the bridge type will be a precast concrete structure (concrete three-sided structure).
- C. Assume bridge rehabilitation concept will NOT be evaluated.
- D. Contract plans and cross-sections will be prepared at ½ size (11"x17"), per NYSDOT requirements.
- E. Assume a hydraulic analysis will be required. Analysis will be completed using HEC-RAS software. Supplemental stream sections will not be required.
- F. No machine traffic counts will be required by Consultant.
- G. Assume wetland delineation will not be required.
- H. Assume a 4(f)/106 evaluation and Historic American Engineer Record (HAER) will NOT be required for this project.
- I. Assume that the SHPO will give a No Effect determination for this project.
- J. Assume 1 Public Information Meeting and no public hearings will be required.
- K. Assume 0 ROW takings will be required.







## STAFFING ASSUMPTIONS

Barton & Loguidice, D.P.C.

Curry Road over Trumansburg Creek

PIN 3757.39

SECTION	TASK	DESCRIPTION	Principal	Sr. Vice President	Associate	Sr. Managing Engineer	Managing Engineer	Sr. Project Manager	Chief Engineer	Associate - Environmental	Project Engineer	Engineer II	Engineer I	Staff Environmental Scientist	Senior Engineering Technician	Engineering Technician	Engineering Aide	Senior Group Technical Assistant	TOTAL	ASSUMPTIONS	
	8.01	Construction Support																		0	
		Pre-Construction Meeting																		0	
		Evaluation of proposed changes.																		0	
		Review shop drawings and submittals																		0	
		As-built Load Rating (Level 1)																		0	
		<b>TOTALS for Section 8</b>																		<b>0</b>	
<b>9</b>		<b>CONSTRUCTION INSPECTION</b>																			
	9.01	Equipment																		0	
	9.02	Inspection. Number of weeks:																		0	
		<b>TOTALS for Section 9</b>																		<b>0</b>	

**ATTACHMENT C**  
**Architectural/ Engineering Consultant Contract**

**Staffing Rates, Hours,  
Reimbursables and Fees**

BARTON & LOGUIDICE, D.P.C.  
PIN 3757.39  
Curry Road over Trumansburg Creek

CONTENTS

Exhibit	Description
A-1	SALARY SCHEDULE
A-2	STAFFING TABLE
B-1	DIRECT NON-SALARY COST
C	SUMMARY

Exhibit A, Page 1  
Salary Schedule

BARTON & LOGUIDICE, D.P.C.  
PIN 3757.39

JOB TITLE	ASCE (A) OR NICET (N) GRADE		AVERAGE HOURLY RATES 2024	MAXIMUM HOURLY RATES 2024	OVERTIME CATEGORY
	Principal	IX	(A)	\$ 134.51	\$ 134.51
Senior Vice President	IX	(A)	\$ 114.19	\$ 121.28	A
Vice President	IX	(A)	\$ 87.15	\$ 94.50	A
Senior Associate	VIII	(A)	\$ 79.59	\$ 81.90	A
Associate	VIII	(A)	\$ 69.60	\$ 74.55	A
Senior Managing Landscape Architect	VII	(A)	\$ 68.78	\$ 81.90	B
Senior Managing Engineer	VII	(A)	\$ 65.45	\$ 72.45	B
Senior Project Manager	VII	(A)	\$ 65.95	\$ 78.75	B
Chief Engineer	VII	(A)	\$ 68.53	\$ 77.49	B
Senior Managing Hydrogeologist	VII	(A)	\$ 70.35	\$ 70.35	B
Senior Managing Industrial Hygienist	VII	(A)	\$ 60.90	\$ 60.90	B
Managing Engineer	VI	(A)	\$ 56.24	\$ 58.38	B
Lead Asset Management Specialist	VI	(A)	\$ 76.65	\$ 76.65	B
Managing Landscape Architect	VI	(A)	\$ 43.05	\$ 43.05	B
Project Manager	VI	(A)	\$ 59.15	\$ 62.48	B
Lead Engineer	VI	(A)	\$ 58.73	\$ 62.48	B
Lead Environmental Scientist	VI	(A)	\$ 55.65	\$ 55.65	B
Managing Hydrogeologist	VI	(A)	\$ 58.80	\$ 58.80	B
Senior Staff Engineer	VI	(A)	\$ 47.51	\$ 52.50	B
Senior Managing Community Planner	V	(A)	\$ 65.63	\$ 65.63	B
Senior Construction Manager	V	(A)	\$ 57.75	\$ 57.75	B
Senior Project Engineer	V	(A)	\$ 51.22	\$ 59.85	B
Senior Project Architect	V	(A)	\$ 52.50	\$ 52.50	B
Senior Project Landscape Architect	V	(A)	\$ 46.20	\$ 46.20	B
Senior Staff Environmental Scientist	V	(A)	\$ 40.95	\$ 40.95	B
Senior Project Industrial Hygienist	V	(A)	\$ 40.95	\$ 40.95	B
Managing Community Planner	V	(A)	\$ 43.05	\$ 43.05	B
Project Community Planner	V	(A)	\$ 34.65	\$ 34.65	B
Staff Intern Architect	IV	(A)	\$ 43.05	\$ 43.05	B
Project Engineer	IV	(A)	\$ 46.00	\$ 51.45	B
Project Architect	IV	(A)	\$ 47.25	\$ 47.25	B
Project Landscape Architect	IV	(A)	\$ 39.90	\$ 39.90	B
Senior Staff Asset Management Specialist	IV	(A)	\$ 60.59	\$ 60.59	B
Staff Engineer	IV	(A)	\$ 44.45	\$ 47.78	B
Crew Chief	IV	(A)	\$ 37.61	\$ 40.85	B
Senior Staff Field Scientist	IV	(A)	\$ 38.75	\$ 38.75	B
Staff Asset Management Specialist	IV	(A)	\$ 57.54	\$ 57.54	B
Staff Industrial Hygienist	IV	(A)	\$ 36.23	\$ 36.23	B
Staff Environmental Scientist	IV	(A)	\$ 32.55	\$ 32.55	B
Project Environmental Scientist	III	(A)	\$ 40.43	\$ 40.43	B
Intern Architect III	III	(A)	\$ 38.85	\$ 38.85	B
Staff Hydrogeologist	III	(A)	\$ 31.66	\$ 34.13	B
Intern Architect II	II	(A)	\$ 34.65	\$ 34.65	B
Community Planner II	II	(A)	\$ 32.55	\$ 32.55	B
Engineering Designer II	II	(A)	\$ 48.12	\$ 49.88	B
Engineer II	II	(A)	\$ 39.87	\$ 43.05	B
Environmental Scientist II	II	(A)	\$ 28.35	\$ 28.35	B
Community Planner I	I	(A)	\$ 26.60	\$ 28.35	B
Architectural Designer I	I	(A)	\$ 25.73	\$ 25.73	B
Assistant Landscape Architect I	I	(A)	\$ 30.71	\$ 32.55	B
Engineer I	I	(A)	\$ 36.42	\$ 37.80	B
Environmental Scientist I	I	(A)	\$ 23.10	\$ 23.10	B
Hydrogeologist I	I	(A)	\$ 23.63	\$ 23.63	B
Resident Engineer	IV	(N)	\$ 50.00	\$ 55.00	C
Senior Engineering Technician	IV	(N)	\$ 44.84	\$ 45.15	C
Office Engineer	IV	(N)	\$ 55.30	\$ 56.70	C
Chief Inspector	III	(N)	\$ 61.95	\$ 61.95	C
Senior Inspector	III	(N)	\$ 46.85	\$ 52.50	C
Senior Environmental Technician	III	(N)	\$ 24.15	\$ 24.15	C
Engineering Technician	II	(N)	\$ 32.58	\$ 36.23	C
Environmental Technician	I	(N)	\$ 22.05	\$ 22.05	C
Industrial Hygienist I	I	(N)	\$ 23.63	\$ 24.68	C
Contract Specialist	N/A		\$ 33.51	\$ 36.23	C
Engineering Aide	N/A		\$ 36.23	\$ 36.23	C
Senior Group Technical Assistant	N/A		\$ 29.65	\$ 33.29	C
Group Technical Assistant	N/A		\$ 22.79	\$ 22.89	C
Intern	N/A		\$ 19.83	\$ 21.00	C

NOTES:

OVERTIME POLICY

- 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 3757.39

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	10	2	10			9			31	\$134.51	\$4,169.66
Senior Vice President	IX									0	\$114.19	\$0.00
Associate	VIII	39	26	53	6		55	18		197	\$69.60	13,712.09
Senior Managing Engineer	VII									0	\$65.45	0.00
Managing Engineer	VI									0	\$56.24	0.00
Senior Project Manager	VII	4	8	44			35			91	\$65.95	6,001.50
Chief Engineer	VII									0	\$68.53	0.00
Associate	VIII									0	\$69.60	0.00
Project Engineer	IV			8			36			44	\$46.00	2,024.02
Engineer II	II	16	55	170	12		184	16		453	\$39.87	18,060.43
Engineer I	I									0	\$36.42	0.00
Staff Environmental Scientist	IV									0	\$32.55	0.00
Senior Engineering Technician	IV			60			192			252	\$44.84	11,298.42
Engineering Technician	II			8						8	\$32.58	260.65
Engineering Aide	N/A						4			4	\$36.23	144.90
Senior Group Technical Assistant	N/A	12		5			4			21	\$29.65	622.69
TOTAL		81	91	358	18	0	519	34	0	1101		\$56,294.35

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

-----  
 BARTON & LOGUIDICE, D.P.C.  
 PIN 3757.39

1. Travel, Lodging and Subsistence

Trips to	trips	miles per					
Site/Town	5	150	miles/trip	750			
Miscellaneous				<u>100</u>			
		Total Mileage		850	@	\$0.655	\$556.75

TOTAL TRAVEL, LODGING, & SUBSISTENCE **\$557**

2. Reproduction, Drawings & Report

			Sheets	Set		
Design Report						
Pre-Draft thru Final		0.10	200	6		\$120.00
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	20		<u>80.00</u>

TOTAL DRAWING, REPORT, REPRODUCTION **\$316**

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

4. Mail, Postage & Shipping **\$50**

5. Bid Advertisement **\$100**

6. Subconsultant for Borings (ATL) **\$22,000**

7. Subcontractor for Mussel Survey/Relocation **\$0**

8. Subconsultant for Survey (PJO) **\$8,400**

9. Subconsultant for Environmental (Lu) **\$18,400**

<b>Direct Non-Salary Cost</b>	<b>\$1,523</b>
<b>Direct Non-Salary Cost (Subcontractors)</b>	<b>\$0</b>
<b>Direct Non-Salary Cost (Subconsultants)</b>	<b>\$48,800</b>

-----  
 TOTAL DIRECT NON - SALARY COST **\$50,323**



# ATLANTIC TESTING LABORATORIES

**WBE certified company**

December 19, 2023

Barton & Loguidice, D.P.C.  
443 Electronics Parkway  
Liverpool, New York 13088

**Canton**  
6431 US Highway 11  
Canton, New York 13617  
315-386-4578 (T)  
atlantictesting.com

Telephone: 315-457-5200  
Email: [bwerner@bartonandloguidice.com](mailto:bwerner@bartonandloguidice.com)

Attn: Benjamin W. Werner, P.E.  
Senior Managing Engineer

Re: Subsurface Investigation Services  
Curry Road Culvert Replacement  
Ulysses, Tompkins County, New York  
ATL No. CD998-3364-12-23

Thank you for the opportunity to submit a proposal for the referenced services. In accordance with your request, please find enclosed the following items for review:

- ◆ Scope of Services
- ◆ Fee Schedule
- ◆ AGREEMENT for Subsurface Investigation Services
- ◆ Standard Terms and Conditions

ATL is WBE certified by the New York State Department of Economic Development, Division of Minority & Women's Business Development.

To accept ATL's proposal, return a signed AGREEMENT with attachments via email or mail to:

**Atlantic Testing Laboratories, Limited**  
**Contracts Department**  
**6431 US Highway 11**  
**Canton, New York 13617**

One countersigned AGREEMENT will be returned via email, unless otherwise directed.

It is ATL's understanding that NYS prevailing wages are applicable for this project. The unit fees are based on the applicable prevailing wage rates.

This proposal is valid for 90 days from the date of issuance. Thereafter, ATL reserves the right to declare the proposal null and void and/or adjust the proposed fees.

If you have any questions or require additional information, please contact me at your convenience. We look forward to your response.

Sincerely,  
ATLANTIC TESTING LABORATORIES, Limited

Aaron D. Woods, IE  
Operations Manager

ADW/TJG/sw  
Enclosures

## **SCOPE OF SERVICES FOR SUBSURFACE INVESTIGATION**

### **Curry Road Culvert Replacement Ulysses, Tompkins County, New York**

Based on information provided to ATL by CLIENT, it is our understanding that the project consists of performing Subsurface Investigation Services for the Curry Road Culvert Replacement, located in Ulysses, New York.

It is understood and accepted by CLIENT that subsurface investigation involves the use of intrusive drilling and sampling methods. Such methods typically require access for heavy equipment that may damage or alter the site topography, including sensitive landscape and pavement surfaces. ATL will take reasonable precautions to minimize and limit potential damage to the site while accessing locations and performing the work. Restoration of the site to its pre-existing state will not be performed by ATL, unless specifically provided for in this Scope of Services or through a written addendum mutually signed by authorized representatives of ATL and CLIENT.

#### **A. Subsurface Investigation Service**

1. Request an underground utility clearance through UDIG-NY or other equivalent public utility locating service. The CLIENT or OWNER shall be responsible for providing information regarding private buried and overhead site utilities not managed by public utility sources. ATL shall take reasonable precautions to avoid damage to subsurface utilities and structures that have been properly identified and marked. ATL shall not be responsible for damage to subsurface utilities and structures that are not correctly identified or marked during the public underground utility clearance and/or damage to private subsurface utilities and structures resultant from incorrect information provided by the CLIENT or OWNER.

Completion of an underground utility clearance requires a minimum of three business days, in accordance with UDIG-NY or equivalent policy.

2. Mobilize and demobilize the following:
  - ◆ Two-person drill crew
  - ◆ Truck-mounted drill rig
3. Provide work zone traffic control (signs, cones and flag person).
4. Advance two (2) soil borings, flush joint casing, and/or mud rotary techniques, to bedrock; until 40 continuous feet of 40+ blow material is encountered; or until 50 continuous feet of 25+ blow material is encountered, whichever is less. If practical refusal is encountered, the material will be cored, at selected locations, a minimum of 15 feet using an NX-size core barrel (2-inch core diameter).
5. Perform soil sampling and Standard Penetration Testing (SPT), using a 2-inch outside diameter split spoon sampler, in accordance with ASTM D 1586: "*Standard Test Method for Standard Penetration Test (SPT) and Split Barrel Sampling of Soils*". Sampling will be performed continuously to a minimum depth of 10 feet, and at 5-foot intervals thereafter.
6. Collect undisturbed samples (Shelby tubes) of soft cohesive soil, if encountered, and as directed by the Geotechnical Engineer.
7. Backfill borings with on-site material. The boreholes will be restored at the surface grade to generally correspond with existing conditions (i.e., soil, asphalt cold patch, concrete).



CLIENT will be responsible for monitoring backfilled locations for settlement and condition of surface restoration. ATL assumes no liability for borehole settlement and makes no warranties or guarantees, express or implied, related to surface restoration.

**B. Laboratory services**

**1. Soil and Rock:**

- ◆ Perform visual classification of soil and/or rock samples. Soil Samples will be classified in general accordance with the Burmister Soil Classification System.

**C. Reporting**

1. Prepare a Data Report to include the following:
  - ◆ Boring Location Plan and Site Location Map
  - ◆ Description of subsurface investigation and sampling methodology
  - ◆ Computer-generated soil boring logs with laboratory soil/rock classifications, subsurface stratigraphy, SPT observations, groundwater observations, and rock core descriptions
2. Distribute reports as directed by CLIENT. Reports will be distributed to CLIENT by email, unless otherwise directed.

**D. CLIENT will be responsible for the following:**

1. Provide or coordinate clearance for private buried and overhead site utilities not managed by public utility sources.
2. Stake the location and obtain the ground elevation for each boring. Provide ATL with boring locations, elevations, and boring location plan prior to commencing field work.
3. Provide appropriate access for the proposed equipment to each boring location, including snow removal and clearing as necessary.

**NOTES TO THE SCOPE OF SERVICES**

Untested portions of soil, rock, and/or boring samples will be discarded 6 months after completion of the testing, unless directed otherwise.

Based on current workload, scheduling of field work is approximately 8 to 10 weeks from receipt of signed contract.

# BID FORM

## CURRY ROAD CULVERT REPLACEMENT TOWN OF ULYSSES TOMPKINS COUNTY, NEW YORK

ITEM	DESCRIPTION	UNIT	EST. QUANTITY	UNIT BID PRICE	TOTAL
619.01	Basic Work Zone Traffic Control	L.S.	NEC	\$ 5,000.00	\$ 5,000.00
648.06	Drill Hole, 4 Inch Dia. 0'-50' – 2 Borings	Feet	100	\$ 60.00	\$ 6,000.00
648.07	Drill Hole, 4 Inch Dia. 50'-100' – 2 Borings	Feet	50	\$ 75.00	\$ 3,750.00
648.08	Drill Hole, 4 Inch Dia. 100'-150' 2 Borings	Feet	0	\$ 90.00	\$ If Required
648.11	Split Barrel Sample	Each	38	\$ 33.00	\$ 1,254.00
648.15	Rock Core Drilling NX	Feet	40	\$ 105.00	\$ 4,200.00
699.040001	Mobilization / Demobilization	L.S.	NEC	\$ 1,750.00	\$ 1,750.00

**TOTAL BID**                      \$ 21,954.00

Date of Completion: Mobilize approximately 8 to 10 weeks after signed contract is received.  
\_\_\_\_\_  
(Date at which Driller can successfully complete field work)

Name of Company: Atlantic Testing Laboratories, Limited  
\_\_\_\_\_

Address: 6431 US Highway 11, Canton NY 13617  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name (Print): Aaron D. Woods  
\_\_\_\_\_

Signature:   
\_\_\_\_\_

Date: December 20, 2023  
\_\_\_\_\_

**PAUL JAMES OLSZEWSKI, P.L.S., PLLC**  
**TERM SHEET**

This **TERM SHEET** ("Term Sheet" made this 18th day of December, 2023, by and between **PAUL JAMES OLSZEWSKI, P.L.S., PLLC**, a New York professional service limited liability company, with an address at 1326 New Seneca Tpke, Suite A, Skaneateles, New York 13152 ("Surveyor") and Barton & Loguidice (the "Client").

Client	Barton & Loguidice
Project Location	Near 7061 Curry Road Culvert
Estimated Service Dates	Winter 2024

1. **DESCRIPTION OF PROJECT SERVICES AND WORK PRODUCT.** During the term of this engagement, Surveyor shall perform the following professional land surveying services:

Design Survey	\$2650
Stream Survey	\$2500
Project Control	\$1500
ROW Survey	\$1750

2. **PAYMENT TERMS.** For all of the Services rendered by Surveyor pursuant to this Term Sheet, Surveyor shall be paid an amount equal to **\$8400**. Surveyor will submit a final invoice when the Services are complete, and payment of invoice is due within 30 days of receipt. This price is valid for 30 days.

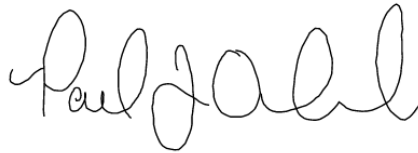
3. **TERM.** Surveyor shall use reasonable efforts to complete the Services within 6 weeks of the award of the project. Client acknowledges that Surveyor may not be able to complete its Services by the Estimated Completion Date for various reasons including, without limitation, unforeseen conditions or occurrences, or force majeure, as further set forth in the Terms and Conditions.

4. **TERMS AND CONDITIONS.** This Term Sheet shall be governed by those certain Term and Conditions, a copy of which is available to the Client at [pjosurvey.com/terms-conditions](http://pjosurvey.com/terms-conditions). By signing this Term Sheet, Client acknowledges receipt, review, and acceptance of the Terms and Conditions. The Terms and Conditions are attached to this Term Sheet, and are hereby incorporated by reference as if set forth in full.

The Surveyor and Client have signed this Term Sheet to be effective as of the day and year stated above.

**CLIENT:**  
Signature:

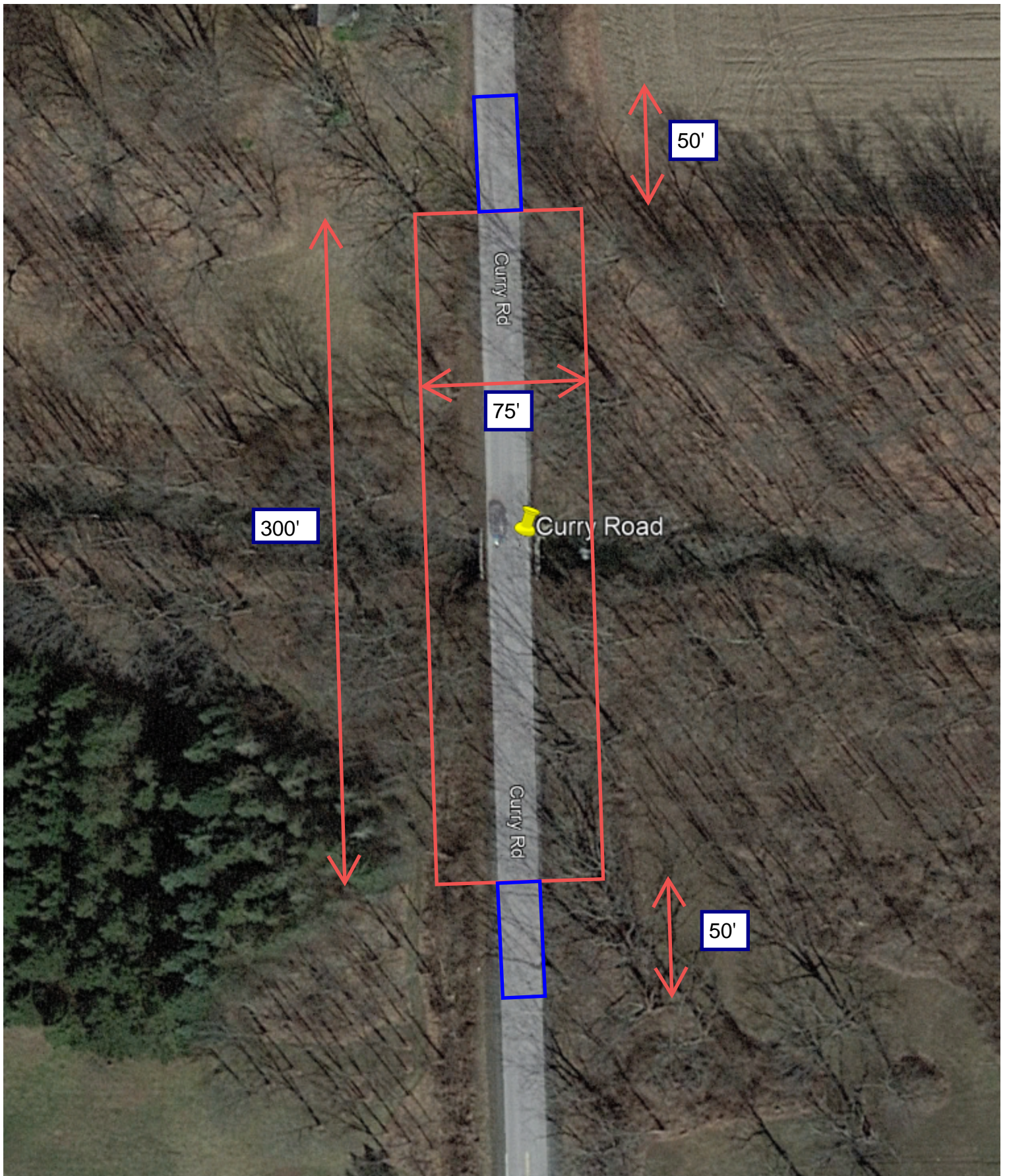
**SURVEYOR:**  
PAUL JAMES OLSZEWSKI, P.L.S., PLLC



Name

Paul James Olszewski, Sole Member





300'

75'

50'

50'

Curry Rd

Curry Rd

Curry Road

Exhibit A, Page 1  
Salary Schedule

Curry Road Culvert Replacement

LU Engineers,P.C.

180

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES		MAXIMUM HOURLY RATES		OVERTIME CATEGORY
		PRESENT 2024	PROJECTED 2025	PRESENT 2024	PROJECTED 2025	
Project Manager	VI (A)	\$73.83	\$71.36	\$79.00	\$71.36	A
Project Manager	V (A)	\$70.00	\$71.36	\$75.00	\$71.36	B
Senior Engineer	V (A)	\$57.50	\$59.23	\$59.00	\$60.77	B
Engineer IV	IV (A)	\$57.00	\$58.71	\$69.00	\$71.07	B
Engineer III	III (A)	\$45.00	\$46.35	\$47.00	\$48.41	B
Engineer	II (A)	\$35.33	\$36.39	\$42.50	\$43.78	B
Technician IV	IV (N)	\$54.79	\$56.43	\$57.00	\$58.71	B
Technician III	III (N)	\$46.79	\$48.19	\$55.00	\$56.65	C
Technician II	II (N)	\$36.51	\$37.61	\$39.50	\$40.69	C
Technician I	I (N)	\$22.85	\$23.54	\$28.85	\$29.72	C
Technical Typist	NA	\$29.00	\$29.87	\$30.00	\$30.90	C

**NOTES:**

Hourly rates shall not exceed those shown above or the current NYSDOT Maximum Allowable, as described in Exhibit E of the original agreement.

**OVERTIME POLICY**

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

LU Engineers

<u>Description</u>	<u>Design Services</u>
Basic Design Services Trips	
Assume (3) Trips to Site(s) 280 miles @ \$0.625/mile/trip	\$318.75
Asbestos Analytical PLM Analysis : 10 samples @ \$7.5 per sample	\$75.00
Asbestos Analytical NOB TEM Analysis : 10 samples @ \$18 per sample	\$180.00
Asbestos Analytical NOB TEM Analysis : 10 samples @ \$35 per sample	\$350.00
Miscellaneous (supplies, tolls)	\$20.00
Copies: copies are included in Overhead	
TOTALS:	\$943.75

## Curry Road Culvert Replacement

JOB TITLE	ASCE (A) OR NICET (N) GRADE	4.00	HOURS	TOTAL RATE	AVERAGE HOURLY WORK
Project Manager	VI (A)			\$71.36	
Project Manager	V (A)			\$71.36	
Senior Engineer	V (A)	2	2	\$59.23	\$118.46
Engineer IV	IV (A)	96	96	\$58.71	\$5,636.16
Engineer III	III (A)			\$46.35	
Engineer	II (A)			\$36.39	
Technician IV	IV (N)			\$56.43	
Technician III	III (N)	16	16	\$48.19	\$771.04
Technician II	II (N)	8	8	\$37.61	\$300.88
Technician I	I (N)			\$23.54	
Technicial Typist	NA			\$29.87	
	TOTAL	122	122		\$6,826.54

01/03/24

Exhibit B, I0  
Summary

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Curry Road Culvert Replacement

LU ENGINEERS

		TOTAL
Item IA, Direct Technical Salaries (estimated) subject to audit		\$6,827
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)		\$0
Item II, Direct Non-Salary Cost (estimated) subject to audit		\$944
Item III, Overhead (estimated) subject to audit	133%	\$9,079
Item IV, Fixed Fee (negotiated) (%)	11%	\$1,750
Total Estimated Cost		\$18,599



PROJECT ESTIMATING SHEET DRAFT FEE PROPOSAL		PROJECT NAME: Curry Road Culvert Replacement P.I.N. CLIENT: B&L/Town of Ulysses										DATE: 03-Jan-24	
LU ENGINEERS 280 EAST BROAD STREET, SUITE 170 ROCHESTER, NEW YORK 14604 585.377.1450		CATEGORY OF PERSONNEL / HOURS PER TASK										prep. by: BB lu proj. no.	
SCOPE NO.	DESCRIPTION	Project Manager	Project Manager	Senior Engineer	Engineer IV	Engineer III	Engineer II (A)	Technician IV	Technician III	Technician II	Technician I	Technician Typist	DIRECT LABOR HOURS
	projected rate	VI (A)	V (A)	V (A)	IV (A)	III (A)	II (A)	IV (N)	III (N)	II (N)	I (N)	NA	
		\$71.36	\$71.36	\$59.23	\$58.71	\$46.35	\$36.39	\$56.43	\$48.19	\$37.61	\$23.54	\$29.87	
<b>SECTION 4.00</b>	<b>ENVIRONMENTAL</b>												
4.01	NEPA Classification												
	>NEPA Federal Environmental Approval Worksheet (FEAW) Includes Coordination time for environmental scoping in regard to NEPA, as well as time for Design Report preparation and revision												
	<b>SUB TOTAL 4.01</b>												
4.02	SEQR Classification												
	>SEQR Compliance (Consultant to Assist in SEQR processing. Includes time for Design Report preparation and revision)				2								2
	<b>SUB TOTAL 4.02</b>				2								2
4.03	Smart Growth												
	>Smart Growth Checklist				3								3
	<b>SUB TOTAL 4.02</b>				3								3
4.04	Screenings and Preliminary Investigations												
	>General Ecology/Endangered Species Federal Coordination (IPaC) State Coordination >Ground Water >Surface Water >State Wetlands >Stormwater >Federal Jurisdiction Wetlands  Includes locating tributary limits/ preparation of memorandum to support permit application >Floodplains >Historic Resources- Section 106 >Parks Section 4(f) & 6(f) parks >Hazardous Waste site visit/inspection record review/database search Report Preparation >Asbestos site visit/inspection record review/database search Report Preparation >Complete Streets Checklist >Environmental Checklist (SEERC) [3 Site Visits]				1 2 1 1 1 1 20  1 4 1 1 16  2  3 6								1 2 1 1 1 1 20  1 4 1 1 16  26  3 6
	<b>SUB TOTAL 4.03</b>				2	59			16	8			85

PROJECT ESTIMATING SHEET DRAFT FEE PROPOSAL		PROJECT NAME: Curry Road Culvert Replacement P.I.N. CLIENT: B&L/Town of Ulysses										DATE: 03-Jan-24	
LU ENGINEERS 280 EAST BROAD STREET, SUITE 170 ROCHESTER, NEW YORK 14604 585.377.1450		CATEGORY OF PERSONNEL / HOURS PER TASK										prep. by: BB lu proj. no.	
SCOPE NO.	DESCRIPTION	Project Manager	Project Manager	Senior Engineer	Engineer IV	Engineer III	Engineer	Technician IV	Technician III	Technician II	Technician I	Technical Typist	DIRECT LABOR HOURS
	projected rate	VI (A)	V (A)	V (A)	IV (A)	III (A)	II (A)	IV (N)	III (N)	II (N)	I (N)	NA	
		\$71.36	\$71.36	\$59.23	\$58.71	\$46.35	\$36.39	\$56.43	\$48.19	\$37.61	\$23.54	\$29.87	
<b>4.05</b>	<b>Detailed Studies and Analysis</b>												
	<i>(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 Municipality must concur with the Consultant's determination. <b>No Detailed Studies are anticipated at this time</b> )</i>												
	<b>SUB TOTAL 4.04</b>												
<b>4.06</b>	<b>Permits and Approvals</b>												
	<b>&gt;SPDES</b> <i>(Assume SPDES Permit will be required due to greater than 1 acre of ground disturbance)</i> SWPPP computations/Report												
	<b>&gt;State and Federal Wetland Permits</b> <i>(if work is proposed in federal or state wetlands, or if proposed work is located in the vicinity of a NY State wetland, permit coordination will be required)</i>				32								
	<b>SUB TOTAL 4.05</b>				32								32
<b>4.06</b>	<b>Public Hearing</b>												
	<b>&gt;Public Hearing</b> <i>(This Task is assumed unnecessary as part of this project Scope of Work and will not be estimated for staffing hours)</i>												
	<b>SUB TOTAL 4.06</b>												
	<b>SECTION 4.00 - TOTAL</b>			2	96				16	8			122

## Technical Assumptions

1. Assume no Detailed Studies for Hazardous Waste will be required. Such studies will be covered under a Supplemental Agreement, if needed.
2. Assume screening and sampling for Asbestos Containing Materials. Costs are included for laboratory analysis.
3. Assume analysis of potential impacts to Threatened and Endangered Species will be required. Project will follow Section 7 Endangered Species procedures. However, if a species-specific survey is needed for identified T/E species, it may need to be conducted by an Ecological Consultant (ex: bat survey, plant survey, mussel survey and relocation).
4. Assume a Stormwater Pollution Prevention Plan (SWPPP) will not be required, as proposed ground disturbance will be less than one acre. Permit coverage under SPDES Permit GP-0-20-001 is not anticipated. If required, will be under a supplemental agreement.
5. Assume no Section 4(f) analysis will be required, or programmatic Section 4(f) analysis will be utilized. If an individual analysis is required, then additional hours and fee may be required to complete this task. If necessary, these additional hours will be presented in a supplemental agreement.
6. Assume coordination for Historic Resources conducted by prime consultant. If a Cultural Resources Survey or additional review is needed for the project, it will be covered under a Supplemental Agreement.
7. Assume no Floodplain Analysis to determine Water Surface elevation will be required. This analysis can be performed but will require a supplemental agreement.
8. It is assumed that the action will be classified as a Type II SEQR action. If it is determined that the action is not, then additional hours and fee may be required to complete this task. If necessary, these additional hours will be presented in a supplemental agreement.

Exhibit C  
Summary

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BARTON & LOGUIDICE, D.P.C.  
PIN 3757.39

	<u>TOTAL</u>
Item IA, Direct Technical Salaries (estimated) subject to audit	\$56,294
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$0
Item II, Direct Non-Salary Cost (estimated) subject to audit	\$1,523
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	\$48,800
Item III, Overhead (estimated) subject to audit) (@ 172% Office Rate)	\$95,700
Item IV, Fixed Fee (negotiated)	\$15,200
<b>TOTAL ESTIMATED CONSULTANT COST</b>	<hr/> \$217,500
<b>MAXIMUM AMOUNT PAYABLE</b>	<b>\$218,000</b>