

## Supplemental Architectural/ Engineering Consultant Agreement

NYSDOT PIN 8757.30      Municipal Contract No. \_\_\_\_\_

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between

### **The City of Beacon**

having its principal office at 1 Municipal Plaza, Beacon NY (the "**Municipality**")

and

**WSP** with its office at 555 Pleasantville Road, Briarcliff Manor, NY (the "**Consultant**")

### **WITNESSETH:**

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this agreement as **PIN 8757.30 Fishkill Avenue: City Line to Main Street** (as described in detail in Attachment A annexed hereto, the "Project") the Municipality 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 Municipality has selected the Consultant to perform such services in accordance with the requirements of this Agreement; and

WHEREAS, **Anthony Ruggiero**, City Administrator, is authorized to enter this Agreement on behalf of the Municipality,

NOW, THEREFORE, the parties hereto agree as follows:

### **ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT**

This agreement consists of the following:

Agreement Form - this document titled  
"Supplemental Architectural/Engineering  
Consultant Agreement";

Attachment "A" - Project Description and  
Funding;

Attachment "B" - Task List;

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 Municipality 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 Municipality, NYSDOT and/or FHWA

prior to beginning any of the work of this PROJECT. All work required under this Agreement shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

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

### **ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT**

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

(Continued next page)

3.3 Lump Sum Cost Plus Reimbursables Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
ITEM I	A Lump Sum paid to Consultant for the scope of services hereunder, unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	A Lump Sum of <b>\$105,395.47</b>	The CONSULTANT shall be paid in Monthly progress payments based upon the percentage of work accomplished and Direct Non-Salary Costs incurred during the period. Progress payments are subject to approval by the municipality's representative.
ITEM II	Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Agreement; all subject to audit.	Actual costs incurred in the performance of this agreement as identified in Attachment C or otherwise approved in writing by the Municipality or its representative. 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 NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Dept. of Labor. For Reimbursable Direct Non-Salary Costs a multiple of <b>One</b> times shall be applied to the expenses incurred by the Consultant, the consultant's employees, or the subconsultant not to exceed <b>\$16,929.52</b>	
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 Municipality at the completion of the work or at the option of the Municipality.	Salvage value	

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

The duly authorized representatives of the Municipality, 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 Municipality:

- 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 \$250,000, an audit may be waived by the Municipality.
- 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 \$250,000, an audit may be waived by the Municipality.

5.2 In order to enable the Municipality 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.

- I. Records of Direct Non-Salary Costs;
- II. Copies of any subcontracts relating to said contract;
- III. Location where records may be examined; and
- IV. 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 Municipality 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 Municipality from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Agreement or for any part thereof except as otherwise provided herein.

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

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

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Agreement and constitutes extra work, the CONSULTANT shall promptly notify the Municipality, in writing, of this fact prior to beginning any of the work. The Municipality shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the Municipality determines that such work does constitute extra work, the Municipality shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT Agreement, providing the compensation and describing the work authorized,

shall be prepared and issued by the Municipality. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Municipality to the CONSULTANT for execution after approvals have been obtained from necessary Municipality 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 Municipality all assistance required by the Municipality. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Agreement for the additional services above described, the Municipality's directions shall be exercised by the issuance of a separate Agreement, if necessary.

#### **ARTICLE 8. CONSULTING LIABILITY**

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

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

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

#### **ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE**

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

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

The CONSULTANT shall furnish a certified copy of said policies to the Municipality at the time of execution of this agreement.

#### **ARTICLE 10. INTERCHANGE OF DATA**

All technical data in regard to the PROJECT existing in the office of the Municipality or existing in the offices of the CONSULTANT shall be made available to the other party to this Agreement without expense to such other party.

#### **ARTICLE 11. RECORDS RETENTION**

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this 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 Municipality, 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 Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Municipality 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 Municipality of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this agreement.

#### **ARTICLE 13. TERMINATION**

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

- A. for convenience of the Municipality - if a termination is brought about for the convenience of the Municipality 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 Municipality'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 Municipality, of the total amount of work contemplated by the PROJECT Agreement.

#### **ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT**

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Agreement, and the Municipality 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 Municipality 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 Municipality for any damages it may sustain by reason thereof. Upon the delivery of all such data to the

Municipality, the Municipality will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

#### **ARTICLE 15. CODE OF ETHICS**

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

#### **ARTICLE 16. INDEPENDENT CONTRACTOR**

The CONSULTANT, in accordance with his 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 Municipality 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 Municipality, 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 Agreement, 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 Agreement. For breach or violation of this warranty, the Municipality shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### **ARTICLE 18. TRANSFER OF AGREEMENT**

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

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

#### **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 Municipality 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 Municipality.

#### **ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29**

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

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

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

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

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal 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 Municipality may in certain circumstances, provide compensation for such work.
- B. Neither the Municipality'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 Municipality in accordance with applicable law for all damages to the Municipality 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 Municipality 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 Municipality 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 Agreement. CONSULTANT is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

#### **ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5<sup>®</sup>**

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

- a. an existing 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 Municipality and the 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 Municipality's receipt of the return thereof by the United State Postal Service as refused or undeliverable. Consultant must promptly notify the Municipality, in writing, of each and every change of address to which service of process can be made. Service by the Municipality 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. MISCELLANEOUS**

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

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

Reference: Municipality Contract # \_\_\_\_\_

Municipality	Consultant
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

**ACKNOWLEDGMENT OF THE CITY OF BEACON**

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me, the subscriber, personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say; that he/she resides in \_\_\_\_\_, 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 Municipality.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, N.Y.

**ACKNOWLEDGMENT OF THE CONSULTANT**

STATE OF NEW YORK

ss:

COUNTY OF WESTCHESTER

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me personally came Mosè Buonocore to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed same.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, N.Y.

**Attachment A**  
**Supplemental Architectural/ Engineering Consultant Agreement**  
**Project Description and Funding**

PIN: 8757.30

*Term of Agreement*

*Ends:* \_\_\_\_\_

BIN: N/A

☐

Main Agreement

☐

Amendment to Agreement  
[add identifying #]

☒

Supplement to Agreement

***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 2017

Finish Date: December 2019

***PROJECT DESCRIPTION:***

**PIN 8757.30 Fishkill Avenue: City Line to Main Street**

Project Location:

Fishkill Avenue: City Line to Main Street

Consultant Work Type(s): See Attachment B for more detailed Task List.

**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:**

**\$122,324.99**

## Attachment B

### Task List

## Section 1 - General

### 1.06 Meetings

The **Consultant** will prepare for and attend all progress meetings as directed by the **Municipality's** Contract Administrator. Meetings may be held to:

- present, discuss, and receive direction on the progress and scheduling of work in this agreement.
- 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 agreement, the **Consultant** will prepare and submit to the **Municipality** on a monthly basis a Progress Report in a format approved by the **Municipality**. The Progress Report must contain the "Progress Report Summary Sheet" (Appendix 6-H of the "Locally Administered Federal Aid Procedures Manual"). 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 **Municipality**, this task will not be performed during the suspension period.)~~

### ~~1.08 Policy and Procedures~~

~~The design of this project will be progressed in accordance with the current version of the "Locally Administered Federal Aid Procedures Manual," including the latest updates.~~

### ~~1.09 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 "Locally Administered Federal Aid Procedures Manual."~~

## 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.

#### B. ~~Stream Surveys~~

The ~~Consultant~~ will perform field survey necessary to provide stream cross-sections for the hydraulic analysis of the Wallkill River.

The location and width of the sections will be sufficient to satisfactorily perform a hydraulic analysis of the named stream(s).

#### C. ~~Survey of Wetland Boundaries~~

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

#### D. ~~Supplemental Survey~~

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

#### E. ~~Standards~~

Survey will be done in accordance with the standards set forth in ~~the Locally Administered Federal Aid Procedures Manual~~ and in accordance with local standards described in Section 10 of this Task List.

### 2.02 ~~Design Mapping~~

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

- ~~1:2500 scale mapping (large-scale projects only).~~
- ~~1:250 scale mapping with 0.5 meter contour intervals.~~

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

### 2.03 ~~Determination of Existing Conditions~~

The ~~Consultant~~ will determine, obtain or provide all information needed to accurately



~~describe in pertinent project documents the existing conditions within and adjacent to the project limits.~~

## **2.04 Accident Data and Analysis**

The **Municipality** will provide accident records for the last three years that records are available 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.

## **2.05 Traffic Counts**

The **Consultant** will provide traffic count data for existing conditions, growth factors for forecasting, and forecast data, in accordance with the requirements noted in the *Locally Administered Federal Aid Procedures Manual*.

The **Consultant** will provide flow diagrams for appropriate peak periods (e. g., am, pm) showing existing and design year volumes on the mainline, on each approach of all intersections, and at major traffic generators.

## **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 limits to determine:

- existing level of service;
- design year level of service; and
- 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; and
- design year traffic for the null alternative

## **~~2.07 Future Plans for Roadway and Coordination with Other Projects~~**

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

## **2.08 — Soil Investigations**

The **Consultant** will determine borings 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 "Locally Administered Federal Aid Procedures Manual."

## **2.10 — Bridges to be Rehabilitated**

### **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 the 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 "Locally Administered Federal Aid Procedures Manual".

### **C. — Load Rating of Existing Bridge**

The **Consultant** will perform a Level 1 load rating of each existing bridge in accordance with the 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 **Municipality** and Regional Local Projects Liaison for filing.

### **D. — Fatigue Evaluation**

The **Consultant** will analyze, in accordance with the current AASHTO Guide Specification for Fatigue Evaluation of Existing Bridges, those metal structural elements which will or may be retained in the rehabilitated bridge. Where this guide specification does not apply (e. g., severe corrosion, mechanical damage,

repaired fatigue damage, wrought iron instead of steel, etc.), the **Consultant** will develop an appropriate approach for comprehensive fatigue evaluation while maintaining close coordination with the **Municipality** 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 **Municipality** a technical memorandum documenting the relative advantages, disadvantages, and approximate costs of each strategy along with specific recommendations. The **Municipality** 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 **Municipality** a technical memorandum documenting the results of the fatigue evaluation.

## **2.11 — Pavement Evaluation**

The **Consultant** will perform a pavement evaluation in accordance with the "Locally Administered Federal Aid Procedures Manual." Analyses will consider thickness design.

The **Consultant** will develop and transmit 3 copies of a draft report along with the cores to the **Municipality** for review.

The **Municipality** will determine recommended pavement treatments as part of this review, and will provide the **Consultant** with all comments including the recommended treatments.

The **Consultant** will revise the report to incorporate review comments (assumed minor) and to add the recommended treatment(s) to the "Recommendations" section. The **Consultant** will include a summary in the DAD and retain the report in the project files.

## 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 “*Locally Administered Federal-Aid Procedures Manual*.”

The **Municipality** 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 **Municipality’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 the **Consultant** will prepare rudimentary sketches of plan, profile, and typical section views that 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; and
- 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 **Municipality** 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 **Municipality** will select one, or in some cases more, design alternative(s) for further development.

## **B. Detailed Evaluations of Alternative(s)**

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

- design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the “Locally Administered Federal Aid Procedures 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:

- 1:250 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 1:250 horizontal and 1:50 (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 superlevation data.
- typical sections showing (as a minimum) lane, median, and shoulder widths; 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 a **(Design Report)** **(Design Report / Environmental Assessment)** **(Design Report / Environmental Impact Statement)**.~~

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

~~The **Consultant** will prepare a Draft 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 *Locally Administered Federal Aid Procedures Manual*.~~

~~The **Consultant** will submit 2 copies of the Draft DAD to the **Municipality** for review. The **Municipality** will review the Draft DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Draft DAD to incorporate the comments.~~

~~For NEPA Class I and III projects only:~~

~~The **Municipality** will submit 3 copies to the NYSDOT for preliminary NYSDOT and/or FHWA review.~~

~~The **Consultant** will revise the DAD to reflect NYSDOT and/or FHWA comments. The **Municipality** will sign the cover sheet and submit 3 copies of the revised report to the NYSDOT for signature by the FHWA.~~

### **3.05—Advisory Agency Review**

~~The **Consultant** will provide the **Municipality** with 3 copies of the signed Draft DAD for distribution to advisory agencies.~~

~~The **Municipality** will distribute the Draft DAD to the advisory agencies.~~

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

### **3.06—Public Information Meetings/Public Hearings**

~~A.——Public Information Meeting(s)~~

~~The **Consultant** will assist the **Municipality** at 1 public information meeting(s) with advisory agencies, local officials, and citizens, at which the **Consultant** will provide visual aids and present a technical discussion of the alternatives.~~

~~The **Municipality** will arrange for the location of public information meeting(s). The **Consultant** will assist the **Municipality** with appropriate notification.~~

#### ~~B. Public Hearing(s)~~

~~The **Municipality** will arrange for the date, time, and location of the public hearing, and the **Consultant** will provide stenographic services.~~

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

~~The **Consultant** will provide an outline for the public hearing presentation, and will provide visual aids and displays specifically for use at the public hearing.~~

~~All products prepared by the Consultant will be provided to the **Municipality** for review, discussion, and modification as necessary in advance of the public hearing.~~

~~The **Consultant** will attend the public hearing, which will be conducted by the **Municipality**. The **Consultant** will present the technical discussion of the design alternatives. The **Consultant** will assist the **Municipality** with erecting, managing, and dismantling informational displays and other visual aids.~~

~~The **Consultant** will assist the **Municipality** in analyzing the public hearing transcript and written statements.~~

### ~~3.07 Preparation of Final Design Approval Document~~

~~The **Municipality** will obtain all necessary approvals and concurrences, and will publish all applicable legal notices.~~

~~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 *Locally Administered Federal Aid Procedures 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 3 copies of the Final DAD to the **Municipality** for review. The **Municipality** will review the Final DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Final DAD to incorporate the comments.~~

~~The **Municipality** will submit 2 copies of the Final DAD to the NYSDOT for a Final Environmental Determination. The NYSDOT will make the determination or obtain FHWA's determination. If necessary, the NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review.~~

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



## Section 4 - Environmental

### 4.01 — NEPA Classification

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 NEPA Checklist, and forward the completed checklist to the **Municipality** for forwarding to the NYSDOT (with the Final DAD) for a final NEPA determination. The NEPA Checklist need not be completed for projects assumed to be Class I or III actions.

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

### 4.02 — SEQRA Classification

The **Consultant** will assist the **Municipality** in complying with SEQRA (6 NYCRR Part 617). The **Municipality** is the Lead Agency. Consultant tasks 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 — 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
- Ground Water
- Surface Water
- State Wetlands
- Federal Jurisdictional Wetlands
- Floodplains
- Coastal Zone Management
- Navigable Waterways
- Historic Resources (summarize Town effort)
- Parks
- Hazardous Waste
- Asbestos
- Noise
- Air Quality
- Energy
- Farmlands
- Visual Impacts

## ~~• Critical Environmental Areas~~

~~Work will be performed, as detailed in the NYSDOT "Locally Administered Federal Aid Procedures Manual," 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.~~

### ~~4.04 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 **Municipality** must concur with the **Consultant's** determination.~~

~~Detailed study or analysis work will be performed and documented as detailed in the NYSDOT "Locally Administered Federal Aid Procedures Manual." 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~~
- ~~I. Parks – Section 4(f) and Section 6(f) Evaluations~~
- ~~J. Hazardous Waste~~
- ~~K. Asbestos~~
- ~~L. Noise~~
- ~~M. Air Quality~~
- ~~N. Energy~~
- ~~O. Farmlands~~
- ~~P. Visual Impacts~~

### ~~4.05 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

#### **4.06 Environmental Hearing**

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

~~Before the hearing, the **Consultant** will meet with the **Municipality** 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 **Municipality** 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

### 5.01 Abstract Request Map and/or Title Search

The **Consultant** will complete title searches (abstracts of title) for properties to be acquired by the **Municipality**.

### ~~5.02 Right-of-Way Survey~~

~~The **Consultant** will perform survey needed to accurately determine existing right-of-way limits and establish side property lines.~~

### ~~5.03 Right-of-Way Mapping~~

~~The **Consultant** will meet with the **Municipality** to discuss the types of right-of-way acquisitions required and the limits of acquisition lines.~~

~~The **Consultant** will prepare acquisition maps in accordance with the format provided by the **Municipality**.~~

~~All right-of-way mapping will show both English and Metric dimensions.~~

~~The **Consultant** will prepare all map revisions or additions which are determined necessary during the construction of the project.~~

### ~~5.04 Right-of-Way Plan~~

~~The **Consultant** will prepare the Right-of-Way Plan(s) in accordance with the "Locally Administered Federal Aid Procedures Manual."~~

### ~~5.05 Right-of-Way Cost Estimates~~

~~The **Consultant** will provide cost estimates for the right-of-way to be acquired by the **Municipality** on all alternatives being considered and will provide updated estimates, as necessary.~~

### ~~5.06 Public Hearings/Meetings~~

~~The **Consultant** will assist the **Municipality** in conducting any public hearings and/or informational meetings as may be required by the Eminent Domain Procedure Law. Public hearings will be included under Section 3.06.~~

### 5.07 Property Appraisals

The **Consultant** will prepare property appraisals, including estimating the damages caused by the acquisition(s). The **Consultant** will also prepare estimates for the rental of occupied property(ies).

### 5.08 Appraisal Review

The **Municipality** will review appraisals prior to offers being made to the property owners.

#### **5.09 Negotiations and Acquisition of Property**

Property offers must not be made until authorization is granted to the **Municipality** by the NYSDOT.

The **Municipality** will negotiate with property owners for the acquisition of their property, including completion of all documents required by the **Municipality** in order to obtain the property.

#### **5.10 ~~Relocation Assistance~~**

~~The **Consultant** will administer relocation assistance to displaced persons and businesses and oversee their relocation and vacating the property.~~

#### **5.11 ~~Property Management~~**

~~The **Consultant County** will:~~

- ~~• prepare an inventory of all improvements acquired.~~
- ~~• prepare and deliver all required rental notices, rental permits and rental information.~~
- ~~• collect rentals and payments for salvaged items.~~
- ~~• maintain improvements in safe and secure manner.~~
- ~~• oversee the removal of improvements by owners or third party purchasers.~~
- ~~• demolish improvements when available prior to project construction.~~
- ~~• dispose of excess right-of-way.~~

## Section 6 - Detailed Design

### 6.01 ~~Preliminary Bridge Plans~~

#### A. ~~New and Replacement Bridges~~

The **Consultant** will prepare and submit to the **Municipality** a Preliminary Bridge Plan in accordance with the "Locally Administered Federal Aid Procedures Manual."

For each bridge, the **Consultant** will prepare and submit to the **Municipality** a Structure Justification Report. The format and content of the Structure Justification Report will be as outlined in the "Locally Administered Federal Aid Procedures Manual."

#### B. ~~Bridge Rehabilitations~~

For each bridge to be rehabilitated, the **Consultant** will prepare and submit to the **Municipality** 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 **Municipality** review comments.

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

### 6.02 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 **90%** complete.

As part of this task the **Consultant** will prepare templated cross sections at 20 m intervals.

Advance Detail Plans will be in accordance with the "Locally Administered Federal Aid Procedures Manual."

The **Consultant** will prepare and submit 2 copies of the ADP's to the **Municipality** for review. The **Consultant** will modify the design to reflect the review of the ADP package.

### 6.03 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., subsurface exploration logs, record as-built plans, etc.).
- Other pertinent information.

The **Consultant** will submit the contract documents to the **Municipality** for approval. Upon approval, the **Municipality** will submit 3 copies of the contract documents to the NYSDOT as described in the "Locally Administered Federal Aid Procedures Manual."

### 6.04 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.

### 6.05 Utilities

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

### ~~6.06 Railroads~~

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

### ~~6.07 Bridge Inventory and Load Rating Forms~~

~~The **Consultant** will complete and provide the **Municipality** 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".

#### **6.08 Information Transmittal**

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



## **Section 10 - Estimating & Technical Assumptions**

### **10.01 Estimating / Technical Assumptions**

The following assumptions have been made for estimating purposes:

- Section 2      Estimate Manual Traffic Counts will be needed at 2 intersections  
                    Estimate capacity analyses will be required at 2 intersections  
                    Estimate signal warrant analysis will be required at 2 intersections
- Section 5      Estimate 32 properties will require title searches  
                    Estimate 6 appraisals require updating.  
                    Estimate 24 appraisals require review.  
                    Assume negotiations will not be performed by the City
- Section 6      Estimate 1 cost estimate(s) plus updates will be required.  
                    Estimate 4 utility companies and 0 railroad agencies will be affected.

## Attachment C

### Staffing Rates, Hours, Reimbursibles and Fee



November-17  
Supplemental Agreement No. 3

City of Beacon  
Fishkill Avenue & Teller Avenue  
PINS 8757.30 & 8757.80

Exhibit A, Page 1  
Salary Schedule

**WSP - SELLS**

	ASCE (A) OR NICET (N)	AVERAGE HOURLY RATES		OVERTIME
		PRESENT	PROJECTED	
JOB TITLE	GRADE	Oct-17	Oct-18	CATEGORY
Principal-in-Charge	IX (A)	\$76.00	\$78.28	A
Project Manager	VIII (A)	\$76.00	\$78.28	A
Project Engineer	V (A)	\$69.68	\$71.77	B
Design Engineer II	III (A)	\$52.33	\$53.90	B
Designer I	II/I (A)	\$41.73	\$42.98	B
CAD Detailer	III (N)	\$39.67	\$40.86	C
CAD Drafter	II (N)	\$28.66	\$29.52	C
Party Chief (Field)	IV (N)	\$35.46	\$36.52	C
Instrument Person (Field)	II (N)	\$30.62	\$31.54	C

OVERTIME POLICY

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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 8 hours per day.



Exhibit A, Page 2  
Staffing Worksheet

Section	Task	Principal in Charge	Project Manager	Project Engineer	Design Engineer II	Designer I	CAD Detailer	CAD Operator	Project Surveyor	Stereo-Compiler	Crew Chief	Instrument Person	
SECTION 1 General	1.05 Project Familiarization	4	20	20	20								
	1.06 Meetings												
	1.07 Cost and Progress Reporting												
	1.10 Subconsultant Coordination			40									
	1.11 Subcontractors												
	Subtotal, Section 1	4	20	60	20	0	0	0	0	0	0	0	
SECTION 2 Data Collection and Analysis	2.01 Design Survey		2	10	16	32	16						
	2.02 Design Mapping												
	2.03 Determination of Exist. Conditions												
	2.04 Accident Data and Analysis												
	2.05 Traffic Counts												
	2.06 Capacity Analysis/Modeling												
	2.07 Future Plans												
	2.08 Soil Investigations												
	2.09 Hydraulic Analysis												
	2.10 Bridges to be Rehabilitated												
	2.11 Pavement Evaluation												
	Subtotal, Section 2	0	6	30	56	72	0	16	0	0	0	0	
SECTION 3 Preliminary Design	3.01 Design Criteria												
	3.02 Development of Alternatives												
	3.03 Cost Estimates												
	3.04 Preparation of Draft DAD												
	3.05 Advisory Agency Review												
	3.06 Public Info. Meetings												
	3.07 Preparation of Final DAD												
	Subtotal, Section 3	0	0	0	0	0	0	0	0	0	0		
SECTION 4 Environmental	4.01 NEPA Classification												
	4.02 SEQRA Classification												
	4.03 Screenings and Prelim. Invest.												
	4.04 Detailed Studies and Analyses												
	4.05 Permits and Approvals												
	4.06 Environmental Hearing												
	Subtotal, Section 4	0	8	20	40	0	120	0	0	0	0	0	
SECTION 5 Right-of-Way	5.01 Abstract Request Map/Title Search												
	5.02 Right-of-Way Survey												
	5.03 Right-of-Way Mapping												
	5.04 Right-of-Way Plan												
	5.05 Right-of-Way Cost Estimates												
	5.06 Public Hearings/Meetings												
	5.07 Property Appraisals												
	5.08 Appraisal Review												
	5.09 Negotiations and Acquisition of Prop.												
	5.10 Relocation Assistance												
	5.11 Property Management												
	Subtotal, Section 5	0	0	0	0	0	0	0	0	0	0		
SECTION 6 Detailed Design	6.01 Preliminary Bridge Plans	0	4	8	20	40	120	240					
	6.02 Advance Detail Plans												
	6.03 Contract Documents			8	20	40							
	6.04 Cost Estimate			8	20	40							
	6.05 Utilities				20	40							
	6.06 Railroads												
	6.07 Bridge Inventory & Load Rating												
	6.08 Information Transmittal												
		Subtotal, Section 6	0	4	24	80	160	120	240	0	0	0	0
SECTION 7 Advertisement, Bid Opening, and Award	7.01 Advertisement												
	7.02 Bid Opening (Letting)												
	7.03 Award												
	Subtotal, Section 7	0	0	0	0	0	0	0	0	0	0	0	
SECTION 8 Construction Support	8.01 Construction Support												
	Subtotal, Section 8	0	0	0	0	0	0	0	0	0	0	0	
SECTION 9 Construction Inspection	9.01 Equipment												
	9.02 Inspection												
	9.03 Municipal Project Engineer												
	9.04 Ethics												
	9.05 Health and Safety Requirements												
	9.06 Staff Qualifications and Training												
	9.07 Scope/Performance Requirements												
		Subtotal, Section 9	0	0	0	0	0	0	0	0	0	0	
Total Hours		1100	4	38	134	196	232	240	256	0	0	0	0
Hourly Rates		\$78.28	\$78.28	\$71.77	\$53.90	\$42.98	\$40.86	\$29.52	\$0.00	\$0.00	\$36.52	\$31.54	
Technical Labor		\$313.12	\$2,974.64	\$9,617.23	\$10,564.38	\$9,971.80	\$9,806.42	\$7,557.07	\$0.00	\$0.00	\$0.00	\$0.00	
Total Technical Labor		\$50,804.67											



November-17  
Supplemental Agreement No. 3

City of Beacon  
Fishkill Avenue & Teller Avenue  
PINS 8757.30 & 8757.80

Exhibit B  
Direct Non-Salary Expense

**1. Travel**

	Trips to Site and/or P.C.	miles per		
Traffic Counts	2	90 miles/trip	180 @ \$0.505	
Meetings	4	90 miles/trip	360 @ \$0.505	
Total Mileage		540 @	\$0.505	272.70

TOTAL TRAVEL \$272.70

**2. ROW (Beckmann Appraisals)**

Appraisal Updates	\$ 8,000.00
Appraisal Update (reviews)	\$ 7,500.00
Title Certificates/Fees	\$ 6,800.00
Total ROW update cost	\$ 22,300.00

TOTAL ROW \$22,300.00

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**TOTAL DIRECT NON-SALARY COST (WSP & Beckmann Appraisals) \$22,572.70**



**November-17**  
**Supplemental Agreement No. 3**

**City of Beacon**  
**Fishkill Avenue & Teller Avenue**  
**PINS 8757.30 & 8757.80**

Exhibit C  
Summary

Item 1A, Direct Technical Salaries	50,804.67
Item II Direct Non-Salary Cost (Sells)	272.70
Item II Direct Non-Salary Cost (Beckmann)	22,300.00
Item III, Overhead (147%) (Latest approved NYSDOT CONR 385)	74,682.86
Item IV, Fixed Fee (12%)	15,058.50
Total Estimated Cost	163,118.73
<b>Maximum Amount Payable</b>	<b>\$163,100</b>

## Supplemental Architectural/ Engineering Consultant Agreement

NYSDOT PIN 8757.80      Municipal Contract No. \_\_\_\_\_

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between

### **The City of Beacon**

having its principal office at 1 Municipal Plaza, Beacon NY (the "**Municipality**")

and

**WSP** with its office at 555 Pleasantville Road, Briarcliff Manor, NY (the "**Consultant**")

### **WITNESSETH:**

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this agreement as **PIN 8757.80 Teller Avenue: Main Street to Wolcott Avenue** (as described in detail in Attachment A annexed hereto, the "Project") the Municipality 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 Municipality has selected the Consultant to perform such services in accordance with the requirements of this Agreement; and

WHEREAS, **Anthony Ruggiero**, City Administrator, is authorized to enter this Agreement on behalf of the Municipality,

NOW, THEREFORE, the parties hereto agree as follows:

### **ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT**

This agreement consists of the following:

Agreement Form - this document titled  
"Supplemental Architectural/Engineering  
Consultant Agreement";

Attachment "A" - Project Description and  
Funding;

Attachment "B" - Task List;

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 Municipality 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 Municipality, NYSDOT and/or FHWA

prior to beginning any of the work of this PROJECT. All work required under this Agreement shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

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

### **ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT**

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

(Continued next page)



3.3 Lump Sum Cost Plus Reimbursables Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
ITEM I	A Lump Sum paid to Consultant for the scope of services hereunder, unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	A Lump Sum of <b>\$35,131.83</b>	The CONSULTANT shall be paid in Monthly progress payments based upon the percentage of work accomplished and Direct Non-Salary Costs incurred during the period. Progress payments are subject to approval by the municipality's representative.
ITEM II	Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Agreement; all subject to audit.	Actual costs incurred in the performance of this agreement as identified in Attachment C or otherwise approved in writing by the Municipality or its representative. 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 NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Dept. of Labor. For Reimbursable Direct Non-Salary Costs a multiple of <b>One</b> times shall be applied to the expenses incurred by the Consultant, the consultant's employees, or the subconsultant not to exceed <b>\$5,643.18</b>	
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 Municipality at the completion of the work or at the option of the Municipality.	Salvage value	

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

The duly authorized representatives of the Municipality, 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 Municipality:

- 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 \$250,000, an audit may be waived by the Municipality.
- 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 \$250,000, an audit may be waived by the Municipality.

5.2 In order to enable the Municipality 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.

- I. Records of Direct Non-Salary Costs;
- II. Copies of any subcontracts relating to said contract;
- III. Location where records may be examined; and
- IV. 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 Municipality 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 Municipality from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Agreement or for any part thereof except as otherwise provided herein.

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

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

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Agreement and constitutes extra work, the CONSULTANT shall promptly notify the Municipality, in writing, of this fact prior to beginning any of the work. The Municipality shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the Municipality determines that such work does constitute extra work, the Municipality shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT Agreement, providing the compensation and describing the work authorized,

shall be prepared and issued by the Municipality. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Municipality to the CONSULTANT for execution after approvals have been obtained from necessary Municipality 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 Municipality all assistance required by the Municipality. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Agreement for the additional services above described, the Municipality's directions shall be exercised by the issuance of a separate Agreement, if necessary.

#### **ARTICLE 8. CONSULTING LIABILITY**

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

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

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

#### **ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE**

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

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

The CONSULTANT shall furnish a certified copy of said policies to the Municipality at the time of execution of this agreement.

#### **ARTICLE 10. INTERCHANGE OF DATA**

All technical data in regard to the PROJECT existing in the office of the Municipality or existing in the offices of the CONSULTANT shall be made available to the other party to this Agreement without expense to such other party.

#### **ARTICLE 11. RECORDS RETENTION**

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this 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 Municipality, 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 Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Municipality 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 Municipality of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this agreement.

#### **ARTICLE 13. TERMINATION**

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

- A. for convenience of the Municipality - if a termination is brought about for the convenience of the Municipality 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 Municipality'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 Municipality, of the total amount of work contemplated by the PROJECT Agreement.

#### **ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT**

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Agreement, and the Municipality 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 Municipality 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 Municipality for any damages it may sustain by reason thereof. Upon the delivery of all such data to the

Municipality, the Municipality will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

#### **ARTICLE 15. CODE OF ETHICS**

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

#### **ARTICLE 16. INDEPENDENT CONTRACTOR**

The CONSULTANT, in accordance with his 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 Municipality 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 Municipality, 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 Agreement, 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 Agreement. For breach or violation of this warranty, the Municipality shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### **ARTICLE 18. TRANSFER OF AGREEMENT**

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

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

#### **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 Municipality 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 Municipality.

#### **ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29**

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

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

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

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

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal 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 Municipality may in certain circumstances, provide compensation for such work.
- B. Neither the Municipality'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 Municipality in accordance with applicable law for all damages to the Municipality 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 Municipality 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 Municipality 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 Agreement. CONSULTANT is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

#### **ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5®**

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

- a. an existing 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 Municipality and the 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 Municipality's receipt of the return thereof by the United State Postal Service as refused or undeliverable. Consultant must promptly notify the Municipality, in writing, of each and every change of address to which service of process can be made. Service by the Municipality 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. MISCELLANEOUS**

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



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

Reference: Municipality Contract # \_\_\_\_\_

Municipality	Consultant
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

**ACKNOWLEDGMENT OF THE CITY OF BEACON**

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me, the subscriber, personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say; that he/she resides in \_\_\_\_\_, 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 Municipality.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, N.Y.

**ACKNOWLEDGMENT OF THE CONSULTANT**

STATE OF NEW YORK

ss:

COUNTY OF WESTCHESTER

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me personally came Mosè Buonocore to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed same.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, N.Y.

**Attachment A**  
**Supplemental Architectural/ Engineering Consultant Agreement**  
**Project Description and Funding**

PIN: 8757.80

*Term of Agreement*

*Ends:* \_\_\_\_\_

BIN: N/A

☐

Main Agreement

☐

Amendment to Agreement  
[add identifying #]

☒

Supplement to Agreement

***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 2017

Finish Date: December 2019

***PROJECT DESCRIPTION:***

**PIN 8757.80 Teller Avenue: Main Street to Wolcott Avenue**

Project Location:

Teller Avenue: Main Street to Wolcott Avenue

Consultant Work Type(s): See Attachment B for more detailed Task List.

**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:**

**\$40,775.01**

## Attachment B

### Task List

## Section 1 - General

### 1.06 Meetings

The **Consultant** will prepare for and attend all progress meetings as directed by the **Municipality's** Contract Administrator. Meetings may be held to:

- present, discuss, and receive direction on the progress and scheduling of work in this agreement.
- 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 agreement, the **Consultant** will prepare and submit to the **Municipality** on a monthly basis a Progress Report in a format approved by the **Municipality**. The Progress Report must contain the "Progress Report Summary Sheet" (Appendix 6-H of the "Locally Administered Federal Aid Procedures Manual"). 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 **Municipality**, this task will not be performed during the suspension period.)~~

### ~~1.08 Policy and Procedures~~

~~The design of this project will be progressed in accordance with the current version of the "Locally Administered Federal Aid Procedures Manual," including the latest updates.~~

### ~~1.09 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 "Locally Administered Federal Aid Procedures Manual."~~

## 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.

#### B. ~~Stream Surveys~~

The ~~Consultant~~ will perform field survey necessary to provide stream cross-sections for the hydraulic analysis of the Wallkill River.

The location and width of the sections will be sufficient to satisfactorily perform a hydraulic analysis of the named stream(s).

#### C. ~~Survey of Wetland Boundaries~~

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

#### D. ~~Supplemental Survey~~

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

#### E. ~~Standards~~

Survey will be done in accordance with the standards set forth in ~~the Locally Administered Federal Aid Procedures Manual~~ and in accordance with local standards described in Section 10 of this Task List.

### 2.02 ~~Design Mapping~~

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

- ~~1:2500 scale mapping (large scale projects only).~~
- ~~1:250 scale mapping with 0.5 meter contour intervals.~~

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

### 2.03 ~~Determination of Existing Conditions~~

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

## **2.04 Accident Data and Analysis**

The **Municipality** will provide accident records for the last three years that records are available 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.

## **2.05 Traffic Counts**

The **Consultant** will provide traffic count data for existing conditions, growth factors for forecasting, and forecast data, in accordance with the requirements noted in the *Locally Administered Federal Aid Procedures Manual*.

The **Consultant** will provide flow diagrams for appropriate peak periods (e. g., am, pm) showing existing and design year volumes on the mainline, on each approach of all intersections, and at major traffic generators.

## **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 limits to determine:

- existing level of service;
- design year level of service; and
- 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; and
- design year traffic for the null alternative

## **2.07 ~~Future Plans for Roadway and Coordination with Other Projects~~**

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

## **2.08 Soil Investigations**

The **Consultant** will determine borings 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 "Locally Administered Federal Aid Procedures Manual."

## **2.10 Bridges to be Rehabilitated**

### **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 the 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 "Locally Administered Federal Aid Procedures Manual".

### **C. Load Rating of Existing Bridge**

The **Consultant** will perform a Level 1 load rating of each existing bridge in accordance with the 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 **Municipality** and Regional Local Projects Liaison for filing.

### **D. Fatigue Evaluation**



The **Consultant** will analyze, in accordance with the current AASHTO Guide Specification for Fatigue Evaluation of Existing Bridges, those metal structural elements which will or may be retained in the rehabilitated bridge. Where this guide specification does not apply (e. g., severe corrosion, mechanical damage, repaired fatigue damage, wrought iron instead of steel, etc.), the **Consultant** will develop an appropriate approach for comprehensive fatigue evaluation while maintaining close coordination with the **Municipality** 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 **Municipality** a technical memorandum documenting the relative advantages, disadvantages, and approximate costs of each strategy along with specific recommendations. The **Municipality** 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 **Municipality** a technical memorandum documenting the results of the fatigue evaluation.

## **2.11—Pavement Evaluation**

The **Consultant** will perform a pavement evaluation in accordance with the "Locally Administered Federal Aid Procedures Manual." Analyses will consider thickness design.

The **Consultant** will develop and transmit 3 copies of a draft report along with the cores to the **Municipality** for review.

The **Municipality** will determine recommended pavement treatments as part of this review, and will provide the **Consultant** with all comments including the recommended treatments.

The **Consultant** will revise the report to incorporate review comments (assumed minor) and to add the recommended treatment(s) to the "Recommendations" section. The **Consultant** will include a summary in the DAD and retain the report in the project files.

## 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 “Locally Administered Federal-Aid Procedures Manual.”~~

~~The **Municipality** 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 **Municipality’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 the **Consultant** will prepare rudimentary sketches of plan, profile, and typical section views that 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; and~~
- ~~▪ 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 **Municipality** 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 **Municipality** will select one, or in some cases more, design alternative(s) for further development.~~

## **B. Detailed Evaluations of Alternative(s)**

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

- design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the "Locally Administered Federal Aid Procedures 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:

- 1:250 plans showing (as a minimum) stationing centerlines; roadway geometrics; major drainage features; construction limits; cut and fill limits; and proposed right-of-way acquisition lines.
- profiles, at a scale of 1:250 horizontal and 1:50 (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; 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 a **(Design Report)** **(Design Report / Environmental Assessment)** **(Design Report / Environmental Impact Statement)**.~~

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

~~The **Consultant** will prepare a Draft 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 *Locally Administered Federal Aid Procedures Manual*.~~

~~The **Consultant** will submit 2 copies of the Draft DAD to the **Municipality** for review. The **Municipality** will review the Draft DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Draft DAD to incorporate the comments.~~

~~For NEPA Class I and III projects only:~~

~~The **Municipality** will submit 3 copies to the NYSDOT for preliminary NYSDOT and/or FHWA review.~~

~~The **Consultant** will revise the DAD to reflect NYSDOT and/or FHWA comments. The **Municipality** will sign the cover sheet and submit 3 copies of the revised report to the NYSDOT for signature by the FHWA.~~

### 3.05 — ~~Advisory Agency Review~~

~~The **Consultant** will provide the **Municipality** with 3 copies of the signed Draft DAD for distribution to advisory agencies.~~

~~The **Municipality** will distribute the Draft DAD to the advisory agencies.~~

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

### 3.06 — ~~Public Information Meetings/Public Hearings~~

~~A. — Public Information Meeting(s)~~

~~The **Consultant** will assist the **Municipality** at 1 public information meeting(s) with advisory agencies, local officials, and citizens, at which the **Consultant** will provide visual aids and present a technical discussion of the alternatives.~~

~~The **Municipality** will arrange for the location of public information meeting(s).  
The **Consultant** will assist the **Municipality** with appropriate notification.~~

~~B. Public Hearing(s)~~

~~The **Municipality** will arrange for the date, time, and location of the public hearing, and the **Consultant** will provide stenographic services.~~

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

~~The **Consultant** will provide an outline for the public hearing presentation, and will provide visual aids and displays specifically for use at the public hearing.~~

~~All products prepared by the Consultant will be provided to the **Municipality** for review, discussion, and modification as necessary in advance of the public hearing.~~

~~The **Consultant** will attend the public hearing, which will be conducted by the **Municipality**. The **Consultant** will present the technical discussion of the design alternatives. The **Consultant** will assist the **Municipality** with erecting, managing, and dismantling informational displays and other visual aids.~~

~~The **Consultant** will assist the **Municipality** in analyzing the public hearing transcript and written statements.~~

~~3.07 Preparation of Final Design Approval Document~~

~~The **Municipality** will obtain all necessary approvals and concurrences, and will publish all applicable legal notices.~~

~~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 *Locally Administered Federal Aid Procedures 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 3 copies of the Final DAD to the **Municipality** for review. The **Municipality** will review the Final DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Final DAD to incorporate the comments.~~

~~The **Municipality** will submit 2 copies of the Final DAD to the NYSDOT for a Final Environmental Determination. The NYSDOT will make the determination or obtain FHWA's determination. If necessary, the NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review.~~

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

## Section 4 - Environmental

### 4.01—NEPA Classification

~~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 NEPA Checklist, and forward the completed checklist to the **Municipality** for forwarding to the NYSDOT (with the Final DAD) for a final NEPA determination. The NEPA Checklist need not be completed for projects assumed to be Class I or III actions.~~

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

### 4.02—SEQRA Classification

~~The **Consultant** will assist the **Municipality** in complying with SEQRA (6 NYCRR Part 617). The **Municipality** is the Lead Agency. Consultant tasks 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—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~~
- ~~• Ground Water~~
- ~~• Surface Water~~
- ~~• State Wetlands~~
- ~~• Federal Jurisdictional Wetlands~~
- ~~• Floodplains~~
- ~~• Coastal Zone Management~~
- ~~• Navigable Waterways~~
- ~~• Historic Resources (summarize Town effort)~~
- ~~• Parks~~
- ~~• Hazardous Waste~~
- ~~• Asbestos~~
- ~~• Noise~~
- ~~• Air Quality~~
- ~~• Energy~~
- ~~• Farmlands~~
- ~~• Visual Impacts~~

• ~~Critical Environmental Areas~~

~~Work will be performed, as detailed in the NYSDOT "Locally Administered Federal Aid Procedures Manual," 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.~~

#### ~~4.04 Detailed Studies and Analyses~~

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~~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.~~

~~Detailed study or analysis work will be performed and documented as detailed in the NYSDOT "Locally Administered Federal Aid Procedures Manual." 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~~
- ~~I. Parks -- Section 4(f) and Section 6(f) Evaluations~~
- ~~J. Hazardous Waste~~
- ~~K. Asbestos~~
- ~~L. Noise~~
- ~~M. Air Quality~~
- ~~N. Energy~~
- ~~O. Farmlands~~
- ~~P. Visual Impacts~~



#### 4.05 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

#### ~~4.06 Environmental Hearing~~

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

~~Before the hearing, the **Consultant** will meet with the **Municipality** 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 **Municipality** 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

### 5.01 Abstract Request Map and/or Title Search

The **Consultant** will complete title searches (abstracts of title) for properties to be acquired by the **Municipality**.

### ~~5.02 Right-of-Way Survey~~

~~The **Consultant** will perform survey needed to accurately determine existing right-of-way limits and establish side property lines.~~

### ~~5.03 Right-of-Way Mapping~~

~~The **Consultant** will meet with the **Municipality** to discuss the types of right-of-way acquisitions required and the limits of acquisition lines.~~

~~The **Consultant** will prepare acquisition maps in accordance with the format provided by the **Municipality**.~~

~~All right-of-way mapping will show both English and Metric dimensions.~~

~~The **Consultant** will prepare all map revisions or additions which are determined necessary during the construction of the project.~~

### ~~5.04 Right-of-Way Plan~~

~~The **Consultant** will prepare the Right-of-Way Plan(s) in accordance with the "Locally Administered Federal Aid Procedures Manual."~~

### ~~5.05 Right-of-Way Cost Estimates~~

~~The **Consultant** will provide cost estimates for the right-of-way to be acquired by the **Municipality** on all alternatives being considered and will provide updated estimates, as necessary.~~

### ~~5.06 Public Hearings/Meetings~~

~~The **Consultant** will assist the **Municipality** in conducting any public hearings and/or informational meetings as may be required by the Eminent Domain Procedure Law. Public hearings will be included under Section 3.06.~~

### 5.07 Property Appraisals

The **Consultant** will prepare property appraisals, including estimating the damages caused by the acquisition(s). The **Consultant** will also prepare estimates for the rental of occupied property(ies).

### 5.08 Appraisal Review

The **Municipality** will review appraisals prior to offers being made to the property owners.

#### **5.09 Negotiations and Acquisition of Property**

Property offers must not be made until authorization is granted to the **Municipality** by the NYSDOT.

The **Municipality** will negotiate with property owners for the acquisition of their property, including completion of all documents required by the **Municipality** in order to obtain the property.

#### **5.10 Relocation Assistance**

~~The **Consultant** will administer relocation assistance to displaced persons and businesses and oversee their relocation and vacating the property.~~

#### **5.11 Property Management**

~~The **Consultant County** will:~~

- ~~• prepare an inventory of all improvements acquired.~~
- ~~• prepare and deliver all required rental notices, rental permits and rental information.~~
- ~~• collect rentals and payments for salvaged items.~~
- ~~• maintain improvements in safe and secure manner.~~
- ~~• oversee the removal of improvements by owners or third party purchasers.~~
- ~~• demolish improvements when available prior to project construction.~~
- ~~• dispose of excess right-of-way.~~

## Section 6 - Detailed Design

### 6.01 ~~Preliminary Bridge Plans~~

#### A. ~~New and Replacement Bridges~~

The **Consultant** will prepare and submit to the **Municipality** a Preliminary Bridge Plan in accordance with the "Locally Administered Federal Aid Procedures Manual."

For each bridge, the **Consultant** will prepare and submit to the **Municipality** a Structure Justification Report. The format and content of the Structure Justification Report will be as outlined in the "Locally Administered Federal Aid Procedures Manual."

#### B. ~~Bridge Rehabilitations~~

For each bridge to be rehabilitated, the **Consultant** will prepare and submit to the **Municipality** 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 **Municipality** review comments.

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

### 6.02 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 **90%** complete.

As part of this task the **Consultant** will prepare templated cross sections at 20 m intervals.

Advance Detail Plans will be in accordance with the "Locally Administered Federal Aid Procedures Manual."

The **Consultant** will prepare and submit 2 copies of the ADP's to the **Municipality** for review. The **Consultant** will modify the design to reflect the review of the ADP package.

### 6.03 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., subsurface exploration logs, record as-built plans, etc.).
- Other pertinent information.

The **Consultant** will submit the contract documents to the **Municipality** for approval. Upon approval, the **Municipality** will submit 3 copies of the contract documents to the NYSDOT as described in the "Locally Administered Federal Aid Procedures Manual."

### 6.04 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.

### 6.05 Utilities

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

### ~~6.06 Railroads~~

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

### ~~6.07 Bridge Inventory and Load Rating Forms~~

~~The **Consultant** will complete and provide the **Municipality** 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".

#### **6.08 Information Transmittal**

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

## **Section 10 - Estimating & Technical Assumptions**

### **10.01 Estimating / Technical Assumptions**

The following assumptions have been made for estimating purposes:

Section 5      Estimate 12 properties will require title searches

Estimate 2 appraisals require updating.

Estimate 6 appraisals require review.

Assume negotiations will not be performed by the City

Section 6      Estimate 1 cost estimate(s) plus updates will be required.

Estimate 4 utility companies and 0 railroad agencies will be affected.

## Attachment C

### Staffing Rates, Hours, Reimbursibles and Fee





November-17  
Supplemental Agreement No. 3

City of Beacon  
Fishkill Avenue & Teller Avenue  
PINS 8757.30 & 8757.80

Exhibit A, Page 1  
Salary Schedule

**WSP - SELLS**

	ASCE (A) OR NICET (N)	AVERAGE HOURLY RATES		OVERTIME
		PRESENT	PROJECTED	
JOB TITLE	GRADE	Oct-17	Oct-18	CATEGORY
Principal-in-Charge	IX (A)	\$76.00	\$78.28	A
Project Manager	VIII (A)	\$76.00	\$78.28	A
Project Engineer	V (A)	\$69.68	\$71.77	B
Design Engineer II	III (A)	\$52.33	\$53.90	B
Designer I	II/I (A)	\$41.73	\$42.98	B
CAD Detailer	III (N)	\$39.67	\$40.86	C
CAD Drafter	II (N)	\$28.66	\$29.52	C
Party Chief (Field)	IV (N)	\$35.46	\$36.52	C
Instrument Person (Field)	II (N)	\$30.62	\$31.54	C

OVERTIME POLICY

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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 8 hours per day.



Exhibit A, Page 2  
Staffing Worksheet

Section	Task	Principal in Charge	Project Manager	Project Engineer	Design Engineer II	Designer I	CAD Detailer	CAD Operator	Project Surveyor	Stereo-Compiler	Crew Chief	Instrument Person	
SECTION 1 General	1.05 Project Familiarization	4	20	20	20								
	1.06 Meetings												
	1.07 Cost and Progress Reporting												
	1.10 Subconsultant Coordination			40									
	1.11 Subcontractors												
	Subtotal, Section 1	4	20	60	20	0	0	0	0	0	0	0	
SECTION 2 Data Collection and Analysis	2.01 Design Survey		2	10	16	32	16						
	2.02 Design Mapping												
	2.03 Determination of Exist. Conditions												
	2.04 Accident Data and Analysis												
	2.05 Traffic Counts												
	2.06 Capacity Analysis/Modeling												
	2.07 Future Plans												
	2.08 Soil Investigations												
	2.09 Hydraulic Analysis												
	2.10 Bridges to be Rehabilitated												
	2.11 Pavement Evaluation												
	Subtotal, Section 2	0	6	30	56	72	0	16	0	0	0	0	
SECTION 3 Preliminary Design	3.01 Design Criteria												
	3.02 Development of Alternatives												
	3.03 Cost Estimates												
	3.04 Preparation of Draft DAD												
	3.05 Advisory Agency Review												
	3.06 Public Info. Meetings												
	3.07 Preparation of Final DAD												
	Subtotal, Section 3	0	0	0	0	0	0	0	0	0	0		
SECTION 4 Environmental	4.01 NEPA Classification												
	4.02 SEQRA Classification												
	4.03 Screenings and Prelim. Invest.												
	4.04 Detailed Studies and Analyses												
	4.05 Permits and Approvals												
	4.06 Environmental Hearing												
	Subtotal, Section 4	0	8	20	40	0	120	0	0	0	0	0	
SECTION 5 Right-of-Way	5.01 Abstract Request Map/Title Search												
	5.02 Right-of-Way Survey												
	5.03 Right-of-Way Mapping												
	5.04 Right-of-Way Plan												
	5.05 Right-of-Way Cost Estimates												
	5.06 Public Hearings/Meetings												
	5.07 Property Appraisals												
	5.08 Appraisal Review												
	5.09 Negotiations and Acquisition of Prop.												
	5.10 Relocation Assistance												
	5.11 Property Management												
	Subtotal, Section 5	0	0	0	0	0	0	0	0	0	0		
SECTION 6 Detailed Design	6.01 Preliminary Bridge Plans	0	4	8	20	40	120	240					
	6.02 Advance Detail Plans												
	6.03 Contract Documents												
	6.04 Cost Estimate												
	6.05 Utilities												
	6.06 Railroads												
	6.07 Bridge Inventory & Load Rating												
	6.08 Information Transmittal												
		Subtotal, Section 6	0	4	24	80	160	120	240	0	0	0	0
SECTION 7 Advertisement, Bid Opening, and Award	7.01 Advertisement												
	7.02 Bid Opening (Letting)												
	7.03 Award												
	Subtotal, Section 7	0	0	0	0	0	0	0	0	0	0	0	
SECTION 8 Construction Support	8.01 Construction Support												
	Subtotal, Section 8	0	0	0	0	0	0	0	0	0	0	0	
SECTION 9 Construction Inspection	9.01 Equipment												
	9.02 Inspection												
	9.03 Municipal Project Engineer												
	9.04 Ethics												
	9.05 Health and Safety Requirements												
	9.06 Staff Qualifications and Training												
	9.07 Scope/Performance Requirements												
		Subtotal, Section 9	0	0	0	0	0	0	0	0	0	0	
Total Hours		1100	4	38	134	196	232	240	256	0	0	0	0
Hourly Rates		\$78.28	\$78.28	\$71.77	\$53.90	\$42.98	\$40.86	\$29.52	\$0.00	\$0.00	\$36.52	\$31.54	
Technical Labor		\$313.12	\$2,974.64	\$9,617.23	\$10,564.38	\$9,971.80	\$9,806.42	\$7,557.07	\$0.00	\$0.00	\$0.00	\$0.00	
Total Technical Labor		\$50,804.67											



November-17  
Supplemental Agreement No. 3

City of Beacon  
Fishkill Avenue & Teller Avenue  
PINS 8757.30 & 8757.80

Exhibit B  
Direct Non-Salary Expense

**1. Travel**

	Trips to Site and/or P.C.	miles per		
Traffic Counts	2	90 miles/trip	180 @ \$0.505	
Meetings	4	90 miles/trip	360 @ \$0.505	
Total Mileage		540 @	\$0.505	272.70

TOTAL TRAVEL \$272.70

**2. ROW (Beckmann Appraisals)**

Appraisal Updates	\$ 8,000.00
Appraisal Update (reviews)	\$ 7,500.00
Title Certificates/Fees	\$ 6,800.00
Total ROW update cost	\$ 22,300.00

TOTAL ROW \$22,300.00

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**TOTAL DIRECT NON-SALARY COST (WSP & Beckmann Appraisals) \$22,572.70**



**November-17**  
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Exhibit C  
Summary

Item 1A, Direct Technical Salaries	50,804.67
Item II Direct Non-Salary Cost (Sells)	272.70
Item II Direct Non-Salary Cost (Beckmann)	22,300.00
Item III, Overhead (147%) (Latest approved NYSDOT CONR 385)	74,682.86
Item IV, Fixed Fee (12%)	15,058.50
Total Estimated Cost	163,118.73
<b>Maximum Amount Payable</b>	<b>\$163,100</b>