

Architectural/ Engineering Consultant Agreement

PIN 1761.62

Municipal Contract No. _____

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

Village of Scotia
(municipal corporation)

having its principal office at 4 Zoar Court in the Village of Scotia, NY (the "**Municipality**")

and

CHA Consulting, Inc. with its office at Ill Winners Circle, Albany, NY 12205 (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 Sunnyside Road over Amtrak Bridge Rehabilitation or Replacement (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, Thomas Gifford, Mayor, 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 "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)

<input type="checkbox"/> 3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS:
Item I	<p>■Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Agreement, plus properly allocable partial salaries of all persons working part-time on this PROJECT.</p> <p>■The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Municipality.</p> <p>■If, within the term of this Agreement, any direct salary rates are paid in excess of the maximums shown in Attachment C, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance.</p>	<p>■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.</p> <p>■Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Agreement, all subject to audit.</p> <p>■Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Municipality.</p>	<p>■The CONSULTANT shall be paid in monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C.</p> <p>■Bills are subject to approval of the Municipality and Municipality's Representative.</p>
Item II	Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Agreement; all subject to audit.	All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.	
Item III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Municipality at the completion of the work or at the option of the Municipality.	Salvage value	

<input type="checkbox"/> 3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS:
Item IV	<p>■Overhead Allowance based on actual allowable expenses incurred during the term of this Agreement, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations, sub-part 1-31.2 as modified by sub-part 1-31.105 ("FAR "), and policies and guidelines now in effect of the Municipality, and FHWA.</p> <p>■For the purpose of this Agreement, an accounting period shall be the CONSULTANT's fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Municipality for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this Item.</p>	<p>■The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, and shall be a FAR compliant rate initially established as 137%.</p>	
Item V	<p>■Negotiated Lump Sum Fixed Fee.</p> <p>■Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.</p>	<p>■A negotiated Lump Sum Fee which in this AGREEMENT shall equal \$_54,930_.</p>	
Item VI	<p>The Maximum Amount Payable under this Agreement including Fixed Fees unless this agreement is formally amended or supplemented by reason of a change in the scope, complexity or character of the work to be performed.</p>	<p>Maximum Amount Payable under this Method shall be \$_725,285.</p>	

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.

- A. Records of Direct Non-Salary Costs;
- B. Copies of any subcontracts relating to said contract;
- C. Location where records may be examined; and
- D. 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 upon request from the Municipality shall furnish a certified copy of said policies to the Municipality.

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 by: _____ Date: _____	Consultant by: _____ Date: _____
--	--

Municipality

STATE OF NEW YORK

ss:

COUNTY OF _____

On this _____ day of _____, 20 ____ before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the _____, New York; that he/she is the _____ of the _____, the entity 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.

CHA Consulting, Inc.

STATE OF NEW YORK

ss:

COUNTY OF ALBANY

On this _____ day of _____, 20 ____ before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he resides in the County of _____, New York; that he is the _____ of CHA Consulting, Inc., which executed the foregoing instrument; that he is authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of Consultant.

Notary Public, _____ County, N.Y.

Attachment “A”

Project Description and Funding

Attachment A
Architectural/ Engineering Consultant Agreement
Project Description and Funding

PIN: 1761.62
BIN: 2257170

Term of Agreement Ends: 12/31/24

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: August 1, 2022
Finish Date: December 31, 2023

PROJECT DESCRIPTION:

Bridge Replacement of BIN 2257170, CR 12, Sunnyside Road over Amtrak

Project Location:

Village of Scotia, Schenectady County, NY

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:

\$725,285

Attachment “B”

Task List

Scope of Services

Section 1 - General

1.01 Project Description and Location

Project Name: Sunnyside Road (CR 12) over Amtrak / CSX

PIN: 1761.62

Project Description: Bridge Replacement

Project Limits: Begin approximately 200' east of Washington Ave. extending east for approximately 1600'

Sponsor: Village of Scotia

County: Schenectady

The anticipated start date of preliminary design: August, 2022

The letting date: June, 2023

The construction completed date: September 2024

The anticipated design costs: \$725,285

The anticipated construction costs: \$4.0M

1.02 Project Manager

The **Sponsor's** Project Manager for this project is:

Ryan Kedzior

Superintendent of Public Works, Village of Scotia

4 Zoar Court

Scotia, NY 12302

518-393-2159

Rkedzior@villageofscotiany.gov

All correspondence to the **Sponsor** at the above address.

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

1.03 Project Classification

This project is assumed to be a Class II action under USDOT Regulations, [23 CFR 771](#)¹. Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be Type II.

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1 General

Section 2 Data Collection & Analysis

¹ <http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=d21c8e6f33a02787d9b788103bac7b9d&rgn=div5&view=text&node=23:1.0.1.8.43&idno=23>

Section 3	Preliminary Design
Section 4	Environmental
Section 5	Right-of-Way
Section 6	Detailed Design
Section 7	Advertising, Bid Opening and Award
Section 8	Construction Support
Section 9	Construction Inspection
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1, 2, 3, 4, 5, 6, 7, and 10.

1.05 Project Familiarization

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

- Approved project initiation document (Initial Project Proposal or similar documentation) indicating project type, project location, cost estimate, schedule, and fund source(s).
- Transportation needs.
- Plans for future related transportation improvements or development in the area of the project.
- Most recent bridge inspection and condition report, NYSDOT weighted-average bridge condition rating, FHWA sufficiency rating, and NYSDOT Bridge Management System rating.
- Pavement history.
- Available project studies and reports.
- Other relevant documents pertaining to the project.

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

1.06 Meetings

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

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

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

1.07 Cost and Progress Reporting

For the duration of this contract, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The Progress Report must contain the *Cost Control Report*.² The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period.)

1.08 Policy and Procedures

- The design of this project will be progressed in accordance with the current version of the *NYSDOT Local Projects Manual (LPM)*³ including the latest updates.
- If there are differences between local policies and procedures and the LPM, those listed in the LPM shall take precedence.

1.09 Standards & Specifications

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

1.10 Subconsultants

The **Consultant** will be responsible for:

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

1.11 Subcontractors

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

Section 2 - Data Collection and Analysis

2.01 Design Survey

A. Ground Survey

The **Consultant** will provide terrain data required for design by means of a topographic field survey. Effort to establish right-of-way limits / property lines is included under Task 5.02.

B. Photogrammetric Survey

Not Included

² <https://www.dot.ny.gov/plafap/view-document?id=1598>

³ <https://www.dot.ny.gov/plafap>

⁹ https://www.dot.ny.gov/portal/pls/portal/MEXIS_APP.EI_EB_DOC_DETAILS.show?p_arg_names=doc_id&p_arg_values=10618

C. Stream Survey
Not Included

D. 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.

E. Supplemental Survey

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

F. Standards

Survey will be done in accordance with the standards set forth in the [NYS DOT Land Surveying Standards and Procedures Manual](#)⁴ and in accordance with local standards described in Section 10 of the SOS.

2.02 Design Mapping

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

- 40' scale mapping with 1 foot contour intervals.

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

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

The **Consultant** will prepare collision diagrams and associated summary sheets, if required, 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 [NYS DOT Traffic Monitoring Standards for Contractual Agreements Manual](#)⁵.

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

⁴ <https://www.dot.ny.gov/divisions/engineering/design/design-services/land-survey/repository/LSSPM09.pdf>

⁵ <https://www.dot.ny.gov/divisions/engineering/technical-services/hds-repository/Traffic%20Monitoring%20Standards%20for%20Contractual%20Agreements.rtf>

2.06 Capacity Analysis

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

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

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

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

2.07 Future Plans for Roadway and Coordination with Other Projects

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

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

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

2.08 Soil Investigations

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

2.09 Hydraulic Analysis

Not Included

2.10 Bridges to be Rehabilitated

Not Included

2.11 Pavement Evaluation

Not Included

Section 3 - Preliminary Design

3.01 Design Criteria

The **Consultant** will identify the applicable design standards to be used for this project, and will establish project-specific design criteria in accordance with the [NYSDOT Project Development Manual](#)⁶

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

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

3.02 Development of Alternatives

A. Selection of Design Alternative(s)

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

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

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

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

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

B. Detailed Evaluations of Alternative(s)

⁶ <https://www.dot.ny.gov/divisions/engineering/design/dqab/pdm>

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

- Design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the [NYSDOT Highway Design Manual](#).⁷
- 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:

- 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 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.

⁷ <https://www.dot.ny.gov/divisions/engineering/design/dqab/hdm>

3.04 Preparation of Draft Design Approval Document

For this project, the Design Approval Document (DAD) will be a Design Report.

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

The **Consultant** will prepare a 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 NYSDOT [Project Development Manual \(PDM\)](#).⁸

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

3.05 Advisory Agency Review

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

The **Sponsor** will distribute the Draft DAD to the advisory agencies.

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

3.06 Public Information Meeting(s) and/or Public Hearing(s)

A Public Information Meeting(s)

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

B. Public Hearing(s)

Not Included

3.07 Preparation of Final Design Approval Document (DAD)

The **Sponsor** 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 *PDM* Manual, and update existing conditions and costs as necessary. The **Consultant** will incorporate changes resulting from the advisory agency review and all public information meetings and public hearings.

⁸ <https://www.dot.ny.gov/divisions/engineering/design/dqab/pdm>

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

The **Sponsor** will submit 3 copies of the Final DAD to NYSDOT for a Final Environmental Determination. NYSDOT will make the determination or obtain FHWA's determination. If necessary, 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 **Sponsor** will grant or obtain, from or through NYSDOT, Design Approval.

Section 4 – Environmental

4.01 NEPA Classification

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

The project is assumed to be a Class II action; the **Consultant** will complete the Federal Environmental Approval Worksheet (FEAW), and forward the completed worksheet to the **Sponsor** for forwarding to NYSDOT (with the Final DAD) for a final NEPA determination.

The **Consultant** will complete a Project Submission Package (PSP), and forward the completed package to NYSDOT for the purpose of obtaining concurrence with the Section 106 determination, in accordance with Chapter 7 of the LPM.

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

4.02 SEQRA Classification

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

- Completing the Social, Economic and Environmental Checklist (SEERC)

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

4.03 Smart Growth

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

4.04 Screenings and Preliminary Investigations

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

- General Ecology and Endangered Species
- Ground Water
- Surface Water
- State Wetlands
- Federal Jurisdictional Wetlands
- Floodplains
- Coastal Zone Management
- Navigable Waterways
- Historic Resources
- Parks
- Hazardous Waste
- Asbestos
- Noise
- Air Quality
- Energy
- Farmlands
- Invasive Species
- Visual Impacts
- Critical Environmental Areas
- Smart Growth
- Environmental Justice

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

4.05 Detailed Studies and Analyses

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

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

Detailed study or analysis will be done for:

- A. State Wetlands
- B. Federal Wetlands

4.06 Permits and Approvals

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

- 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

4.07 Public Hearing

Not Included

Section 5 - Right-of-Way

5.01 Abstract Request Map and/or Title Search

The **Consultant** will engage a qualified title company to complete title searches (abstracts of title) for properties to be acquired by the **Sponsor**.

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 **Sponsor** 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 **Sponsor**.

All right-of-way mapping will show dimensions in U.S. Customary units of measurement.

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 PLAFAP Manual.

5.05 Right-of-Way Cost Estimates

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

5.06 Public Hearings/Meetings

Not Included

5.07 Property Appraisals

The **Consultant** will prepare property appraisals establishing an opinion of value for any damages caused by the acquisition(s). The **Consultant** will also prepare estimates for the rental of occupied property(ies).

5.08 Appraisal Review

The **Sponsor** must have a Certified General Appraiser review the property appraisals. The appraisal reviewer will recommend a value of “just compensation” to the Sponsor. The Sponsor must set the value of just compensation 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 **Sponsor** by the NYSDOT.

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

5.10 Relocation Assistance

Not Included

5.11 Property Management

Not Included

Section 6 - Detailed Design

6.01 Preliminary Bridge Plans

A. New and Replacement Bridges

The **Consultant** will prepare and submit to the **Sponsor** a Preliminary Bridge Plan in accordance with the [*NYSDOT Bridge Manual*](#).⁹ For each bridge, the **Consultant** will prepare and submit to the **Sponsor** a Structure Justification Report. The format and content of the Structure Justification Report will be as outlined in the *NYSDOT Bridge Manual*.

B. Bridge Rehabilitations

Not Included

C. Selected Structural Treatment

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

⁹ https://www.dot.ny.gov/divisions/engineering/structures/repository/manuals/brman-usc/2011_nysdot_Br_Man_repl_pgs.pdf

The **Sponsor** 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 50 foot intervals.

Advance Detail Plans will be in accordance with [Chapter 21 of the NYSDOT Highway Design Manual](#).¹⁰

The **Consultant** will prepare and submit 2 copies of the ADP's to the **Sponsor** 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 **Sponsor** for approval. Upon approval, the **Sponsor** will submit 3 copies of the contract bid documents to NYSDOT as described in the *PLAFAP 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.

¹⁰ https://www.dot.ny.gov/divisions/engineering/design/dqab/hdm/hdm-repository/Chapt_21.pdf

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 **Sponsor** in preparing any necessary agreements with utility companies. Any agreements containing reimbursable relocations must be approved and signed by the Design Support Section of the NYSDOT Design Quality Assurance Bureau (see LPM Manual Appendix 10-8).

6.06 Railroads

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

6.07 Bridge Inventory and Load Rating Forms

The **Consultant** will complete and provide the **Sponsor** and 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 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 **Sponsor** all project information, including electronic files. The electronic information will be in the format requested by the **Sponsor**.

Section 7 - Advertisement, Bid Opening and Award

7.01 Advertisement

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

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

7.02 Bid Opening (Letting)

The **Sponsor** will hold the public bid opening.

7.03 Award

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

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

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

The **Sponsor** will award the contract and will transmit the award package to the NYSDOT as described in the Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual.

Section 8 - Construction Support

To be added by Supplemental Agreement.

Section 9 - Construction Inspection

To be added by Supplemental Agreement.

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- Section 1 Estimate _6_ meetings during the life of this agreement.
- Estimate _12_ cost and progress reporting periods will occur during the life of this agreement.
- Section 2 Assume that GPS methods and equipment will be used to establish local control points. Estimate _50_ accidents will require analysis.
- Estimate _8_ soil borings will be taken.
- Section 3 Estimate _2_ concepts will be evaluated.
- Estimate _1_ design alternative will be analyzed in addition to the null alternative.
- Estimate _1_ cost estimate(s) plus _2_ updates will be required.
- Estimate _0_ culverts will be rehabilitated.
- Section 4 Permit(s) required – see below in technical assumptions,
- Section 5 Estimate _1_ property will require title searches.
- Estimate _4_ ROW maps will be required.
- Estimate _1_ property acquisition will be required.
- Section 6 Estimate _2_ cost estimate(s) plus _2_ updates will be required.
- Estimate _1_ bridge will be replaced and _0_ will be rehabilitated
- Estimate _3_ utility companies and _1_ railroad agencies will be affected
- Section 7 Estimate _0_ copies of the final contract bid documents will be needed for prospective bidders

10.02 Technical Assumptions

2.01 Design Survey

- Assume coordination of all flagging activities will be with the railroad operator (Amtrak).
- Assume all work to obtain temporary right of access will be from the railroad operator (Amtrak).
- Additional coordination/permitting with Amtrak will not be required.
- Assume that the project requires current New York State Department of Labor prevailing wage rates for field survey personnel.
- Construction related survey services are not included.
- Wetland boundaries will be delineated prior to the start of the field survey.
- Soil boring locations will be established prior to the start of the field survey.
- The sponsor will assist CHA in obtaining all necessary permissions to allow CHA and their employees to enter upon the lands of adjoining owners as necessary.

2.04 Accident Data and Analysis

- Assume CHA will obtain the most recent 3-years of accident data available from NYSDOT/Sponsor for the project study area. CHA will review and summarize the data. Assume up to 50 crash records will be reviewed. Accident clusters and patterns will be identified.
- Assume no collision diagrams will be required.

2.05 Traffic Counts

- Bi-directional ATR volume and speed data will be collected at Sunnyside Road.
- CHA will provide current, ETC and ETC+30 traffic volumes (AM and PM peak hour ADT and DHV) in a tabular format.
- Assume other site traffic for approved developments in the study area will be included in the background growth. The sponsor will provide the traffic data for these approved developments.
- Assume traffic volumes will be forecasted by CHA based on historical volume trends for the study area. No travel demand modeling or trip generation for the proposed developments will be required.

2.06 Capacity Analysis

- Traffic analysis for the Sunnyside Road segment over Amtrak railway track within the project limits will be evaluated using Highway Capacity Software based on methods and procedures documented in the latest Highway Capacity Manual (HCM).

2.08 Soil Investigations

- CHA will be granted free and easy access to the project site and all properties contained therein.
- Borings will be located on-site by measuring from existing site features or with a hand held GPS unit.
- The drilling operation will not require permits.
- Excess soil cuttings generated during drilling can be disposed within the right of way in the vicinity of the borings.
- Special drilling, sampling, handling and disposal procedures will not be required for contaminated soils.
- The drilling subcontractor will be required to pay the drilling and flagging crews based on NYS prevailing wage rates.
- The drilling subcontractor will attempt to minimize any disturbance to the existing site; however, some minor rutting may occur as a result of drilling operations. No additional site restoration other than backfilling the borehole is included in this scope of services.
- Informal solicitation of subcontract drilling proposals is acceptable. Formal bidding of the drilling work is not necessary.
- The drilling contractor will contact Dig Safely NY for a markout of utilities within the Sunnyside Road right-of-way. CHA and our subcontractors will not be responsible for damage to unmarked utilities.
- Boring depths of 100 feet will be sufficient to achieve NYSDOT refusal criteria for borings

2.11 Pavement Evaluation

- Assume pavement evaluation and report is not required.

3.02 Development of Alternatives

- Assume two (2) Bridge alternatives will be evaluated:
 1. Rehabilitation
 2. In-Place replacement
- Assume that evaluation of rehabilitation will be limited to scope of repairs and estimated costs.
- Assume detailed drawings will be prepared for one (1) preferred alternative only.
- Assume complete replacement on the existing alignment will be the preferred alternative.

3.03 Cost Estimates

- NYSDOT Shoulder Break Estimate Worksheets and a Preliminary Major Item Estimate with 30% contingency will be used for cost estimating the replacement alternative for the Design Report.
- Bridge rehabilitation estimate will be based on quantity estimates of major NYSDOT pay items.

3.04 Draft Design Approval Document

- Assume the format of the Draft Design Approval Document will be an IPP/FDR
- Assume two (2) design alternative and the null alternative will be carried through Design Report.
- Assume Design Report plans will be provided for the preferred design alternative only.
- The rehabilitation and null alternative will be considered and discussed in the Design Approval Document but will not be considered further.

3.06 Public Information Meeting and/or Public Hearing

- There will be no Public Hearing required.
- It is assumed that there will be one Public Information meetings and that it will be arranged by the Village. CHA will provide materials to be distributed at the meeting, as well as pertinent display boards. CHA will attend the meeting and make a PowerPoint presentation.

3.07 Preparation of Final Design Approval Document (DAD)

- Assume Comments received on the Draft DAD from reviewing agencies will be minor in nature and will not change the preferred design alternative or the proposed length of replacement structure.

4.01 NEPA Classification

- The Project Submittal Package (PSP) will consist of a project description, plan, and photographs of the project for the NYSDOT to transmit to the State Historic Preservation Officer (SHPO). From this information, assume that SHPO will find that the project has no effect on historic resources, and no further evaluation or studies will be necessary for coordination with SHPO.

4.02 SEQR Classification

- This project is assumed to be a Type II action requiring no further effort under this Task.

4.04 Screenings and Preliminary Investigations

- It is assumed that rights of entry and access to the properties and all structures thereon will be provided to perform the site inspection.
- It is assumed that CHA be provided copies of any available past hazardous materials surveys and abatement reports that have been completed.
- The inspection will include all accessible ground surfaces directly adjacent to the bridge and the accessible bridge components
- The LBP survey is intended to provide information on the presence of lead-containing paint and/or lead-based paint for the purposes of proper management during the bridge demolition project. The survey is not intended to provide a lead paint risk assessment or determination of risk or exposure.
- CHA will prepare one Hazardous Materials Survey Report which will be completed within 10 working days of receipt of all sample results. Samples will be run on a standard five-day turnaround.

4.05 Detailed Studies and Analyses

- Effort under this task will consist of wetland delineation only.

4.06 Permits and Approvals

- It is assumed that permitting associated with the project will be limited to a U.S. Army Corps of Engineers Nationwide Permit without the need for mitigation. This effort will include the preparation of a Joint Application for Permit that will include a project description with purpose and need, discussion of regulated resources, project impacts, and avoidance and minimization measures. It is further assumed that blanket Water Quality Certification will apply.

5.01 Abstract Request Map and Title Search

- An Abstract Request Map will not be required.

5.03 Right-of-Way Mapping

- A maximum of four (4) easement or acquisition maps will be required.

5.04 Right-of-Way Plan

- A Right-of-Way Plan will not be required.

6.01 Preliminary Bridge Plan

- No field inspection of the existing bridge will be required.
- No Load Rating of the existing bridge will be prepared.

- Any information on the existing condition of the bridge will be obtained from Biennial Bridge Inspection Reports.
- No fatigue evaluation of the existing bridge will be performed.
- The Structure Justification Report will follow the format as outlined in the 2021 NYSDOT Bridge Manual.
- The NYSDOT Shoulder Break Estimate Worksheets will be used for cost estimating replacement alternatives for the Structure Justification Report.
- It is assumed that record plans will be provided.
- Steel girders will be preliminarily sized at this stage to determine proposed vertical clearance.
- A maximum of two viable structure type alternatives will be considered in the Structure Justification Report.
- The preliminary structure plans will be prepared for the preferred alternative only. The preliminary structure plans will consist of three sheets:

1. Plan and Elevation
2. Typical Bridge Section and Typical Approach Section
3. Profile

6.02 ADPs

- The preferred alternative is assumed to be a steel multi girder, single span bridge on integral abutments.
- Assume that existing abutments will not be reused.
- It is assumed that the Standard Design approach as outlined in the 2021 NYSDOT Bridge Manual can be utilized for the design of the integral abutments and that a refined analysis is not required.
- Assume that no crash walls will be required.
- Assume that the steel girders will be weathering steel.
- It is assumed that the proposed bridge will be the same width as existing, or only nominally wider.
- Assume that no temporary excavation support walls will be required.
- One utility will be carried on the proposed structure.
- Details for future structural lifting operations for bearing replacement designs will be incorporated.
- Assume that retaining walls will be required on the east end of the bridge, on both sides. It is assumed that this wall will be a mechanically stabilized earth structure to be designed by the contractor, per NYSDOT specifications.
- Bridge lighting on one side will be incorporated into the plans.
- It is assumed that standard NYSDOT steel bridge railing will be used on the bridge.
- No bar list will be included in the ADP submission
- Assume WZTC will consist of a road closure with signed detour. Assume no construction staging is required.
- No traffic analysis will be performed for the off-site detour. It is assumed that the detour route has the capacity to accommodate the diverted traffic demand without any significant impacts.

6.03 Contract Documents

- For estimating purposes, an assumed total of 41 bridge sheets will be required, consisting of the following from the Structures Contract Plans Checklist:

1. GENERAL PLAN AND ELEVATION
2. TYPICAL SECTIONS
3. PROFILES
4. ESTIMATE OF QUANTITIES AND INDEX OF DRAWINGS
5. GENERAL NOTES
6. BORING LOCATION PLAN
7. GENERAL SUBSURFACE PROFILE
8. EXCAVATION AND EMBANKMENT PLAN
9. EXCAVATION AND EMBANKMENT SECTIONS
10. REMOVAL PLAN AND ELEVATION
11. BEGIN ABUTMENT PLAN AND ELEVATION
12. BEGIN ABUTMENT PILE PLAN AND DETAILS
13. BEGIN ABUTMENT SECTION AND DETAILS
14. BEGIN ABUTMENT REINFORCEMENT DETAILS (3 SHEETS)
15. END ABUTMENT PLAN AND ELEVATION
16. END ABUTMENT PILE PLAN AND DETAILS
17. END ABUTMENT SECTION AND DETAILS
18. END ABUTMENT REINFORCEMENT DETAILS (3 SHEETS)
19. TRANSVERSE SECTION
20. FRAMING PLAN
21. GIRDER ELEVATION AND SECTIONS
22. CROSSFRAME DETAILS
23. HAUNCH TABLE AND DETAILS
24. SUPERSTRUCTURE SLAB
25. APPROACH SLABS
26. BARRIER
27. RAILING LAYOUT
28. RAILING TRANSITION AND DETAILS
29. ELECTRICAL PLAN AND DETAILS
30. APPROACH DRAINAGE DETAILS
31. MISCELLANEOUS DETAILS
32. BAR BENDING DIAGRAMS
33. BAR LIST (5 SHEETS)

6.04 Cost Estimate

- A Major Item Estimate will be prepared for the preferred structure type at ADP to verify/update the estimate completed under Task 3.03. A 15-20% contingency will be included for work not fully itemized.

- There will be one revision of the estimate based on ADP comments to be submitted at PS&E. The estimate submitted at PS&E will include all pay items in the contract.
- Assume that quantity workups will be provided as supplemental information to bidders.

6.05 Utilities

- Utility coordination is assumed to be required for overhead utilities and gas as it relates to the bridge construction.
- No temporary excavation support will be required to shield any existing utilities from excavation or construction.
- Assume that 3 meetings will be held with private utility companies to review impacts and determine relocations. Assume the utility companies include National Grid (electric and gas), Verizon, and Spectrum.
- Assume that overhead utilities will be relocated by utility owners.

6.06 Railroads

1. Assume CHA will coordinate with Amtrak (responsible for maintenance) and CSX (property owner) and assist in preparing all necessary Railroad Agreements.
 2. Assume Amtrak permits will include:
 1. Right-of-Entry to conduct all survey and environmental work within railroad right-of-way
 2. Design and Construction Phase Agreement (Engineering Design Approval). Assume that three submissions to be made:
 - i. Preliminary Plans
 - ii. ADP
 - iii. Contract Documents.
 3. Assume CSX permits will include:
 1. Engineering Design approval which will include coordination of the following:
 - i. New Project Initiation
 - ii. Preliminary Engineering Agreement - three submissions to be made at Preliminary Plans,
 - iii. ADP, Contract Documents.
 - iv. Fully Executed Design Agreement (Engineering Design Approval)
 2. Licensee Agreement
- Assume 30-60 day review times for each submission to Amtrak and CSX.

6.07 Load Rating

- Assume a Level 1 Load Rating will be required to be submitted to NYSDOT.
- Assume that Bridge Inventory forms will be provided to NYSDOT

6.08 Information Transmittal

- Assume a formal design calculation package will not be submitted to the Village at PS&E.

- Assume that all bid documents will be provided on CD; no hard copies will be provided for bidding purposes.

7.01 Advertisement

- Assume that the Notice to Bidders prepared by CHA will be adequate for the Village to use for the advertisement for bids. The cost of the advertisement is not included in this proposal.
- Assume that no addenda will be required.

7.03 Award

- Assume that CHA will assist with the bid analysis and provide an award recommendation memo to the Village.

Attachment “C”

Staffing Rates, Hours, Reimbursable and Fee

Exhibit A, Page 1
Salary Schedule

CHA CONSULTING, INC.

PIN 1761.62
Professional Engineering Services for
Replacement of Sunnyside Road Bridge (BIN 2257170) Over CSX/Amtrak
Village of Scotia, Schenectady County
6/22/2022

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATE		OVERTIME* CATEGORY
		PRESENT 6/1/2022	PROJECTED 6/1/2023	
PRINCIPAL	IX (A)	\$ 191.13	\$ 90.00	A
MANAGING ENGINEER	VIII (A)	\$ 88.09	\$ 90.00	A
SENIOR PRINCIPAL ENGINEER	VII (A)	\$ 103.50	\$ 90.00	A
PRINCIPAL ENGINEER	VI (A)	\$ 77.83	\$ 79.65	A
SENIOR ENGINEER	V (A)	\$ 57.54	\$ 58.88	B
PROJECT ENGINEER	IV (A)	\$ 46.02	\$ 47.10	B
ASST PROJECT ENGINEER	III (A)	\$ 39.47	\$ 40.39	B
ENGINEER I/II	II/I (A)	\$ 35.20	\$ 36.02	B
PRIN ENGR TECH	IV (N)	\$ 31.78	\$ 32.53	B/C
SR ENGR TECH	III (N)	\$ 48.18	\$ 49.31	B/C
ENGR TECH DRAFTER	II (N)	\$ 36.93	\$ 37.79	B/C
ASST ENGR TECH	I (N)	\$ 29.22	\$ 29.91	C
TECHNICAL TYPIST	NA	\$ 24.91	\$ 25.49	C
SENIOR PRINCIPAL PLANNER	VII (A)	\$ 23.20	\$ 23.74	A
PRINCIPAL PLANNER	VI (A)	\$ 30.37	\$ 31.08	A
SENIOR PLANNER	V (A)	\$ 81.63	\$ 83.53	B
PLANNER	III (A)	\$ 65.75	\$ 67.29	B
SENIOR PRINCIPAL SCIENTIST	VII (A)	\$ 36.36	\$ 37.21	A
SENIOR SCIENTIST	V (A)	\$ 86.57	\$ 88.59	B
SCIENTIST IV	IV (A)	\$ 66.85	\$ 68.41	B
SCIENTIST III	III (A)	\$ 45.98	\$ 47.06	B
SCIENTIST II	II/I (A)	\$ 39.80	\$ 40.73	B
MANAGING LANDSCAPE ARCHITECT	VIII (A)	\$ 29.07	\$ 29.75	A
PRINCIPAL LANDSCAPE ARCHITECT	VII (A)	\$ 84.06	\$ 86.02	A
SR LANDSCAPE ARCHITECT	V (A)	\$ 56.27	\$ 57.59	B
LANDSCAPE ARCHITECT IV	IV (A)			B
LANDSCAPE ARCHITECT I	II/I (A)	\$ 30.21	\$ 30.91	B
PRINCIPAL SURVEYOR	VII (N)			A
SENIOR SURVEYOR	IV (N)			B
PARTY CHIEF	III (N)			C
INSTRUMENT OPERATOR	II (N)			C

*OVERTIME POLICY

Category A - no overtime compensation.
 Category B - overtime compensated at straight time.
 Category C - overtime compensated at time and one half rate

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

CHA CONSULTING, INC.

PIN 1761.62
Professional Engineering Services for
Replacement of Sunnyside Road Bridge (BIN 2257170) Over CSX/Amtrak
Village of Scotia, Schenectady County
6/22/2022

I. CHA's Direct Costs:

1a. Travel - Vehicle Mileage

a. To and from project site										
Car	18	trips	x	17	miles / trip	x	\$0.545	/ mile	=	\$166.77
b. To and from City Offices										
	8	trips	x	17	miles / trip	x	\$0.545	/ mile	=	\$74.12

1b. Travel - Lodging & Sustenance

a. Tolls	26	trips	x	\$0.27	cost / trip	=	\$7.02
b. Lodging	\$ -	nights	x	\$0.00	cost / night	=	\$0.00
c. Sustenance	\$ -	days	x	\$40.00	cost / day	=	\$0.00

TOTAL TRAVEL / LODGING/ SUSTENENCE = \$247.91

2. Mail including: postage, overnight deliveries, bulk mail (estimated) = \$200.00

3. Expendable Supplies (grade stakes, flagging, paint, etc. - estimated) = \$ 475

4. Printing and Reproduction Costs (estimated)

Plans	600	prints	x	\$0.50	/ print	=	\$300.00
11" x 17" Prints	190	prints	x	\$0.10	/ print	=	\$19.00
Project Manuals	5	each	x	\$20.00	/ report	=	\$100.00
Reports	10	small	x	\$10.00	/ report	=	\$100.00
Color Copies	145	copies	x	\$2.00	/ copy	=	\$290.00

TOTAL PRINTING AND REPRODUCTION COST = \$809.00

5. Regulatory Radius Report & Sanborn Maps (for Haz Mat) = \$500.00

6. Prevailing Wage Differential / Supplemental Benefits

Wage Differential	Hours	@	Rate	=	
Party Chief		X		=	\$0.00
Instrument Person		X		=	\$0.00
SUBTOTAL WAGE DIFFERENTIAL				=	\$0.00

Supplemental Benefits	Hours	@	Rate	=	
Party Chief		X		=	\$0.00
Instrument Person		X		=	\$0.00
SUBTOTAL SUPPLEMENTAL BENEFITS				=	\$0.00

TOTAL SURVEY PERSONAL PREVAILING WAGE COS' = \$0.00

7. Amtrak Temporary Entry Permit = \$1,250.00

8. Railroad Protective Liability Insurance (estimated) 2 yrs @ \$ 3,500.00 per year = \$7,000.00

TOTAL CHA DIRECT NON-SALARY COSTS = \$10,481.91

II. SUBCONTRACTOR'S COST

7. Drilling Subcontractor	=	\$65,000.00
8. Laboratory Testing Subcontractor (Geotechnical)	=	\$4,000.00
9. Laboratory Testing Subcontractor (Hazmat)	=	\$1,470.00
10. Data collection (Traffic)	=	\$350.00
11. Railroad Protection (for survey)	=	\$3,000.00

TOTAL SUBCONTRACTOR DIRECT NON-SALARY COSTS = \$73,820.00

III. SUBCONSULTANT'S COST

12. - Control Point Associates Inc., (Survey)	=	\$ 17,975.00
13. - Control Point Associates Inc., (ROW Mapping)	=	\$ 5,480.00
14. - RK Hite, Inc. (Right-of-Way Incidental/Acquisition services) (estimated)	=	\$ 13,348.85

TOTAL SUBCONSULTANT'S COST = \$ 36,803.85

Summary

CHA CONSULTING, INC.

PIN 1761.62Professional Engineering Services for
Replacement of Sunnyside Road Bridge (BIN 2257170) Over CSX/Amtrak

Village of Scotia, Schenectady County

6/22/2022

	Design Phase I-VI
	<u>TOTAL</u>
Direct Technical Labor	\$231,751
Overtime, Premium Portion	\$0.00
Direct Non-Salary Costs (Estimated Subject to Audit)	\$10,482
Direct Non-Salary Costs (Subcontractor Cost) (Estimated Subject to Audit)	\$73,820
Overhead (137%)	\$317,499
Fixed Fee (10%)	\$54,930
Subconsultant's Cost (Control Point - Survey)	\$17,975
Subconsultant's Cost (Control Point - ROW Mapping)	\$5,480
Subconsultant's Cost (R.K. Hite & Co., Inc.)	\$13,349
TOTAL ESTIMATED COST	\$725,285