

Smith Street Bridge, Pedestrian & Bicycle Improvements

**PIN 4761.41
BIN 444320**

Between

Village of Brockport

and



March 2023

**Architectural/Engineering
Consultant Contract**

PIN 4761.32 Sponsor Contract No. _____

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

Village of Brockport

(municipal corporation)

having its principal office at 127 Main Street, Brockport, NY, (to be known throughout this document as the
"Sponsor")

and

Fisher Associates, P.E., L.S., L.A., D.P.C.,

with its office at 180 Charlotte Street, Rochester, NY 14607 (to be known throughout this document as the
"Consultant")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation (NYSDOT) identified for the purposes of this contract as the **Smith Street Bridge, Pedestrian & Bicycle Improvements** (as described in detail in Attachment A annexed hereto, the "Project") the Sponsor has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment B annexed hereto; and

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

WHEREAS, the **Village Mayor** is authorized to enter this Contract on behalf of the Sponsor,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS CONTRACT

This contract consists of the following:

Agreement Form – This document titled "Architectural/Engineering Consultant Contract";

Attachment "A" – Project Description and Funding;

Attachment "B" – Scope of Services;

Attachment "C" – as applicable, Staffing Rates, Hours, Reimbursables and Fee.

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

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

2.2 The CONSULTANT shall ascertain the applicable practices of the Sponsor, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Contract shall be performed in

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accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

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

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

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

(Continued next page)

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3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
ITEM I	<ul style="list-style-type: none"> • Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Contract, plus properly allocable partial salaries of all persons working part-time on this PROJECT. • The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Sponsor. • If, within the term of this Contract, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance. 	<ul style="list-style-type: none"> • Actual cost incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative. • Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Contract, all subject to audit. • Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Sponsor. 	<ul style="list-style-type: none"> • 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. • Bills are subject to approval of the Sponsor and Sponsor's Representative.
ITEM II	Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Contract; all subject to audit.	All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.	
ITEM III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor.	Salvage value	

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3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
ITEM IV	<ul style="list-style-type: none"> Overhead Allowance based on actual allowable expenses incurred during the term of this Contract, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations (FAR), sub-part 1-31.2 as modified by sub-part 1-31.105, and applicable policies and guidelines of the Sponsor, NYSDOT, and FHWA. For the purpose of this Contract, an accounting period shall be the CONSULTANT'S fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Sponsor for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges lade, under Item IA of this subdivision to determine the charge to be made under this Item. 	<ul style="list-style-type: none"> 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 184%, in all events not to exceed 184%, subject to audit. 	
ITEM V	<ul style="list-style-type: none"> Negotiated Lump Sum Fixed Fee. Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed. 	<ul style="list-style-type: none"> A negotiated Lump Sum Fee which in this CONTRACT shall equal \$28,800 for Design Services. 	
ITEM VI	The Maximum Amount Payable under this Contract including Fixed Fees unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	Maximum Amount Payable under this Method shall be \$319,000.	

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ARTICLE 4. INSPECTION

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

ARTICLE 5. AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of the Sponsor:

A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e., labor, direct non-salary, overhead, and fee.

B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.

C. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.

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

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

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

ARTICLE 7. EXTRA WORK

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

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Contract and constitutes extra work, the CONSULTANT shall promptly notify the Sponsor, in writing, of this fact prior to beginning any of the work. The Sponsor shall be the sole

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judge as to whether or not such work is in fact beyond the scope of this Contract and constitutes extra work. In the event that the Sponsor determines that such work does constitute extra work, the Sponsor shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT CONTRACT, providing the compensation and describing the work authorized, shall be prepared and issued by the Sponsor. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Sponsor to the CONSULTANT for execution after approvals have been obtained from necessary Sponsor officials, and, if required, from the Federal Highway Administration.

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

ARTICLE 8. CONSULTING LIABILITY

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

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

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

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

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

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

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

ARTICLE 10. INTERCHANGE OF DATA

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

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ARTICLE 11. RECORDS RETENTION

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

ARTICLE 12. DAMAGES AND DELAYS

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Sponsor may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Sponsor of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this Contract.

ARTICLE 13. TERMINATION

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

- A. for convenience of the Sponsor - if a termination is brought about for the convenience of the Sponsor and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. for cause - if the termination is brought about as a result of the Sponsor's determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the Sponsor, of the total amount of work contemplated by the PROJECT CONTRACT.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

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

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

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ARTICLE 15. CODE OF ETHICS

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

ARTICLE 16. INDEPENDENT CONTRACTOR

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

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

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

ARTICLE 18. TRANSFER OF AGREEMENT

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

If this provision is violated, the Sponsor may revoke and annul the Contract and the Sponsor shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Contract without such consent in writing of the 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 Sponsor a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/SUBCONSULTANTS

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be bound by the same required contract provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or other SUBCONSULTANT shall include all standard required contract provisions, and such agreements shall be subject to review by the Sponsor.

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ARTICLE 20.1 PROMPT PAYMENT

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

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

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

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

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

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

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Sponsor Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the CONSULTANT shall not discriminate against any employee, applicant for employment because of any race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. CONSULTANT is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.58

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

- A. an existing contract for the PROJECT's 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.

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

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS

For all 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 \$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 which is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. WAGE AND HOURS PROVISIONS

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

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Consultant agrees, as a material condition of the contract, that neither the Consultant nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Consultant, or any of the aforesaid affiliates of Consultant, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Sponsor and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (See, 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

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

ARTICLE 30, DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA.

At the time of completion of the work, the Consultant shall make available to the Sponsor all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the Sponsor. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the Sponsor all the aforementioned engineering data and material. All original tracings of maps and other engineering data furnished to the Sponsor by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the Sponsor.

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ARTICLE 31. MISCELLANEOUS

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

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

Reference: Sponsor Contract # _____

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

SPONSOR:

STATE OF NEW YORK

ss:

COUNTY OF _____

On this _____ day of _____, 2023 before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the _____, New York; that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he/she is authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Sponsor.

Notary Public, _____ County, N.Y.

CONSULTANT:

STATE OF NEW YORK

ss:

COUNTY OF _____

On this _____ day of _____, 2023 before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the _____, New York; that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he/she is 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 Consultant.

Notary Public, _____ County, N.Y.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT A

Attachment A
Architectural/ Engineering Consultant Contract
Project Description and Funding

PIN: 4761.32
BIN: 4443200

Term of Agreement Ends: February 2026

Main Agreement Amendment to Contract [add identifying #] Supplement to Contract
[add identifying #]

Phase of Project Consultant to work on:

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

Dates or term of Consultant Performance:
Start Date: Notice to Proceed Anticipated April 2023
Finish Date: October 2025

PROJECT DESCRIPTION:

This project will create a safer travel experience for pedestrians and bicyclist on the Smith Street Bridge in the Village of Brockport.

Project Location:

Village of Brockport, Monroe County

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

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

\$319,000

ATTACHMENT B

Smith Street Bridge, Pedestrian & Bicycle Improvements

**Village of Brockport,
Monroe County**

PIN: 4761.32

BIN: 4443200

Scope of Services

March 2023

Section 1 - General

1.01 Project Description and Location

Project Name: Smith Street Bridge, Pedestrian & Bicycle Improvements

PIN: 4761.32

Project Description/Limits: This project will create a safer travel experience for pedestrians and bicyclist on the Smith Street Bridge.

Sponsor: Village of Brockport

City, Town, Village, County(ies): Brockport, Monroe County

The anticipated start day of preliminary design: Spring 2023

The anticipated letting date: December 2024

The anticipated construction completed date: October 2025

1.02 Project Manager

The **Sponsor's** Project Manager for this project is Erica Linden, who can be reached at (585) 637-5300 or elinden@brockportny.org

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

Erica Linden, Village Manager
Village of Brockport
127 Main Street
Village of Brockport 14420

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.

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 Action.

1.04 Categorization of Work

Project work is generally divided into the following sections:

- Section 1 General
- Section 2 Data Collection & Analysis
- Section 3 Preliminary Design
- Section 4 Environmental
- ~~Section 5 Right-of-Way~~
- Section 6 Detailed Design
- Section 7 Advertising, Bid Opening and Award
- ~~Section 8 Construction Support~~
- ~~Section 9 Construction Inspection~~
- 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 to 4, 6, 7, and 10.

1.05 Project Familiarization

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

- 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.
- Average Daily Traffic (ADT) and Speed Data.
- Most recent bridge inspection and condition report, NYSDOT weighted-average bridge condition rating, FHWA sufficiency rating and NYSDOT Bridge Management System rating.
- Record as-built plans.
- Pavement history.
- Anticipated permits and approvals (initial determination).
- 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 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 **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The Progress Report must contain the Cost Control Report. The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period.)

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) Manual* including the latest updates.
- If there are conflicts between local policies and procedures and those listed in the *LPM* those listed in the *LPM* take precedence.

1.09 Standards & Specifications

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

1.10 Subconsultants

The **Consultant** will be responsible for:

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

1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the *NYSDOT LPM 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 conforming to Chapter 21 of the *Highway Design Manual*.

B. Photogrammetric Survey

Not in contract.

C. Stream Survey

Not in contract.

D. Survey of Wetland Boundaries

Not in contract.

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 *NYSDOT Land Surveying Standards and Procedures Manual* and in accordance with local standards described in Section 10 of this SOS.

2.02 Design Mapping

The **Consultant** will provide the following design mapping that conforms to Chapter 21 of the *Highway Design Manual*. The mapping shall be tied into the New York State Grid Coordinate System. The mapping will be provided in MicroStation/InRoads format:

- 1" = 20' scale mapping (22" x 34") with points and 1-foot contour intervals

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

All base mapping will be performed using the MicroStation Version V8i. Drawing files will conform to current NYSDOT level, line and symbology configurations (latest NYSDOT distribution).

All dimensions will be in U.S. Survey Feet.

2.03 Determination of Existing Conditions

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

2.04 Accident Data and Analysis

The **Sponsor** will provide the summary data from NYSDOT’s Safety Information Management Summary (SIMS) or Accident Location Information System (ALIS). The **Consultant** will perform an accident safety screening in accordance with the “Locally Administered Federal Aid Procedures Manual”.

Should the initial accident data screening indicate more detailed studies are needed resulting from above average accident rates, the **Sponsor** will provide available MV-104 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).

For the identified HAL locations, the **Consultant** will identify patterns and 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.

The **Consultant** shall review all above noted available accident data to identify, to the extent possible, any accident trends and patterns not evident in the HAL listing.

The **Consultant** shall prepare a Resurfacing ADA and Safety Assessment Form for the inclusion in the Design Approval Document (Exhibit 7-1 of HDM Chapter 7).

The **Consultant** shall summarize the findings in the Design Approval Document

2.05 Traffic Counts

The **Consultant** will provide the growth factor used for forecasting data.

The **Consultant** will prepare a Complete Streets Checklist for inclusion in the Design Approval Document.

The **Consultant** shall summarize the findings in the Design Approval Document.

2.06 Capacity Analysis

The **Consultant** will perform capacity analyses using the latest version of the Transportation Research Board’s *Highway Capacity Manual* and Synchro traffic modeling to determine:

- Existing level of service.
- Design year level of service (ETC and ETC+20).

- 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 Roadways 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.

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 in Contract.

2.10 Retaining Wall, Steps to be Rehabilitated and Bridge Deck Modified

A. Inspection

The Consultant will perform a field inspection of each the retaining wall and steps to determine the condition, to establish the rehabilitation work necessary. The intent is to supplement the inspection done as part of NYSDOT's on-going bridge inspection program, not to duplicate it.

The Consultant will perform and document the findings of 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 or modified the Consultant will perform a bridge deck evaluation in accordance with NYSDOT Bridge Deck Evaluation Manual and NYSDOT Bridge Inspection Manual.

C. Load Rating of Existing Bridge

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

D. Fatigue Evaluation

Not in contract.

2.11 Pavement Evaluation

Not in contract.

Section 3 - Preliminary Design

3.01 Design Criteria

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

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

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

3.02 Development of Alternatives

A. Selection of Design Alternative(s)

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

For each concept 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 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 on, 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 *NYS DOT Highway Design Manual*.
- Environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks).
- Traffic flow and safety considerations, including signs, signals, and level of service analysis for intersections.
- Pavement.
- Structures, including bridges, retaining walls, steps and ~~major culverts, and building alterations~~ (limited to establishing basic concepts, accommodating clearances and stream flow, and estimating costs). Bridge investigative work (inspection, deck coring, etc.) is covered under Section 2.
- ~~Drainage.~~
- Maintenance responsibility.
- Maintenance and protection of traffic during construction.
- Soil and foundation considerations.
- Utilities.
- ~~Railroads.~~
- ~~Right-of-way acquisition requirements.~~
- ~~Conceptual landscaping (performed by a Registered Landscape Architect).~~
- Accessibility for pedestrians, bicyclists and the disabled.
- ~~Lighting.~~
- Construction cost factors.

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

- 1" = 20' plans showing (as a minimum) stationed centerlines; roadway geometrics; major drainage features; construction limits; cut and fill limits; and proposed right-of-way acquisition lines.
- Profiles, at a scale of 1" = 20' horizontal and 1" = 5' (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 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 an Initial Project Proposal/Final Design Report (IPP/FDR).

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

The **Consultant** will prepare a 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 Appendix 7*.

The **Consultant** will submit 1 electronic copy of the Draft DAD to the **Sponsor** and NYSDOT for review. The **Sponsor** and NYSDOT will perform concurrent reviews of 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 1 electronic copy 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 with advisory agencies, local officials, and citizens, at which the **Consultant** will provide visual aids and present a technical discussion of the project.

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

B. Public Hearing(s)

Not in contract.

3.07 Preparation of Final Design Approval Document

The **Sponsor** will obtain all necessary approvals and concurrences.

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.

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

The **Sponsor** will submit 1 electronic copy 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 Final DAD will include the signed FEAW.

The **Sponsor** and the NYSDOT will provide their reviews concurrently.

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

Section 4 – Environmental

4.01 NEPA Classification

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

The project is assumed to be a Class II action. The **Consultant** will complete the FEA, and include it as an Appendix in the Draft and Final DAD for review by the **Sponsor** for forwarding to NYSDOT (with the Final DAD) for a final NEPA determination. The FEA 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 **Sponsor** in complying with SEQRA (6 NYCRR Part 617). The **Sponsor** is the Lead Agency and it is assumed that the project will be a Type II project.

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 incorporate the Smart Growth Checklist provide by the **Sponsor** to measure whether and to what extent a project conforms to the principles and objectives of Smart Growth.

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 detailed 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 4.04, the **Consultant** will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the **Sponsor** must concur with the **Consultant's** determination.

Detailed study or analysis work will be performed and documented as detailed in the *LPM 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.

It is assumed that no Detailed Studies will be required. If required, they will be added by a Supplemental Agreement.

4.06 Permits and Approvals

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

- NYSDEC State Pollution Discharge Elimination System (SPDES) Permit

4.07 Public Hearing

Not in contract.

Section 5 - Right-of-Way

Not in contract.

Section 6 - Detailed Design

6.01 Preliminary Retaining Wall, Steps, and Bridge Deck Modification Bridge Plans

A. New and Replacement Retaining Walls and Steps

Not in contract.

B. Bridge Deck, Retaining Wall and Steps Rehabilitations

For each bridge / retaining wall / steps to be rehabilitated, the **Consultant** will prepare and submit to the **Sponsor** for review a Preliminary 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.

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 Preliminary Retaining Wall / Steps Plan and/or Preliminary Retaining Wall/Steps and Deck Modification Rehabilitation Plan to incorporate **Sponsor** review comments.

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

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 in areas where necessary.

Advance Detail Plans will be in accordance with Chapter 21 of the *NYSDOT Highway Design Manual* and the *NYSDOT Bridge Manual*.

The **Consultant** will prepare and submit 1 electronic copy of the ADP's to the **Sponsor** and NYSDOT 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 build-ready contract documents. The package will include, as necessary:

- 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** and NYSDOT for approval.

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

6.06 Railroads

Not in contract.

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 / Modified 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 the comments generated by that review. The **Sponsor** 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. The **Consultant** will attend the 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 for 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 DOT.

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

Section 8 - Construction Support

Construction Support tasks will be determined and be added by a supplemental agreement once the project has progressed further into the design phase.

Section 9 - Construction Inspection

Construction Inspection tasks will be determined and be added by a supplemental agreement once the project has progressed further into the design phase.

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

- Section 1 Estimate 4 site visits.
- One site visits for project reconnaissance.
 - One site visit for wall inspection (Hrs. in Section 2).
 - One site visit for environmental screens (Hrs. in Section 4)
 - One site visit for utility coordination.
- Estimate 2 meetings during the life of this agreement (not included elsewhere).
- Two meetings with the Village to discuss alternatives.
- Estimate 24 cost and progress reporting periods will occur during the life of this agreement.
- Section 2 Estimate 1 days of Supplemental Survey and associated mapping updates.
- Estimate 25 accidents will require analysis.
- Estimate 1 capacity analysis will be required.
- Estimate 2 soil borings will be taken.
- Section 3 Estimate 1 concept will be evaluated.
- Estimate 1 design alternative(s) will be analyzed in addition to the null alternative.
- Estimate 1 cost estimates plus 2 updates will be required.
- Estimate 1 bridge will be modified.
- Estimate 1 wall will be rehabilitated.
- Section 4 Estimate 0 Detailed Environmental Analyses will be required.
- Estimate preparation of a PSP for Cultural Resources. Estimate Phase 1A or 1B Cultural Resource Assessments will not be required.
- Estimate up to 0 ACM samples will be collected.
- Estimate up to 0 lead samples will be collected.
- Estimate 1 permits will be required from NYPA for work over the canal.
- Section 5 Not in contract.

- Section 6 Estimate 1 cost estimate plus 2 updates will be required.
- Estimate 0 bridge will be replaced and 0 will be rehabilitated.
- Estimate 1 bridge will be modified to be made bicycle safe.
- Estimate 1 signal will be installed to control bridge traffic.
- Estimate 1 RRFB will be installed for pedestrian crossing.
- Estimate 1 retaining wall will be rehabilitated.
- Estimate 5 utility companies and 0 railroad agencies will be affected.
- Section 7 Estimate 1 electronic copy will be made available for the Sponsor to post on their
 file share site.
- Section 8 No Assumptions are made at this time.
- Section 9 No Assumptions are made at this time.

10.02 Technical Assumptions

Section 1

All work on this project will be done in English Units and will use NYSDOT CADD Standards.

Design Survey

1. Field Crews will be paid NYS Prevailing Wages.
2. Topographic and utility survey will be performed to locate existing site conditions, pavement edges, curbing, sidewalks, ADA accommodations, grade breaks, elevations and drainage characteristics.
3. Survey limits will encompass approximately 2 acres, 1 acre on each side of Smith St bridge and include areas of proposed sidewalks, ramps, crosswalks, retaining wall and trail head.
4. The typical bandwidth will vary but limits will encompass the proposed sidewalk/trail route and extend wider in some areas, depending on proposed design and ADA improvements. Generally, survey limits will extend from the edge of pavement to the back edge of existing easements and/or right-of way lines.
5. Topographic mapping features will include existing structures, roads, curbs, gutters, guiderails, driveways, ditches, fence lines, sidewalks, signs, striping, trails/path entrances, vegetated areas and landscaped areas.
6. Visible utility services such as utility poles, light poles, electric boxes, natural gas and water valves, curb stops, vaults, etc. will be located and mapped. The final utility mapping will be prepared using a combination of field locations and available utility records recovered using the Dig Safely NY service.
7. The invert depths, pipe sizes and pipe types of sanitary and storm sewer structures within the survey limits will be measured.
8. Ground contours will be plotted at a 1-foot interval.
9. Existing trees 6" and larger in diameter will be mapped and described by crown size and species.
10. Existing street right-of-ways will be determined and plotted to tax map quality to assist with the placement of the proposed sidewalks.
11. Surveyors will establish semi-permanent survey control and benchmarks throughout the project site for future use during construction phases. Control point recovery ties and a summary of benchmarks will be provided with the mapping.

12. The horizontal datum will be referenced to the New York State Plane Coordinate System, NAD 83 using GPS procedures.
13. Elevations will be referenced to the North American Vertical Datum of 1988 (NAVD88). Benchmarks will be set throughout the project for future use.
14. Recovery tie sheets will be provided for Horizontal Control points. Benchmark descriptions will be provided in chart form.

Hydraulic Investigations

1. It is assumed that a full hydraulic analysis will not be performed.

Soil Investigations

1. Fisher will prepare bid documents and solicit subsurface exploration bids from a minimum of three (3) contractors.
2. Assume two (2) borings at the wall, one on top, one at bottom of wall.
3. Assume soil testing for cohesive soils and for wall stability will be completed.

Preliminary Design

1. The Draft Design Approval Document is assumed to be a Draft Initial Project Proposal/Final Design Report. It is assumed that the project will not result in significant environmental impacts and will receive a negative declaration.
2. One public information meeting is assumed. The Consultant will prepare a brochure/fact sheet to be distributed at the public meeting. Assume 20 brochure/fact sheets for the meeting. Assume a PowerPoint presentation will also be developed.
3. It is assumed that a Public Hearing is not required.
4. It is assumed that ADA and Bicycle improvements found in the TAP application will be the ones evaluated.

Environmental

1. NEPA documentation will include development of the FEA and supporting text, if necessary. It is assumed that the project will be progressed as a Programmatic Categorical Exclusion.
2. Labor hours for SEQR review based on the project being progressed as a Type II project, and the Town of Farmington being lead agency. Preparation of the short form environmental assessment form (EAF) will not be required. No allowance has been made for drafting lead agency letters, or public meeting notices if required.

3. It is assumed that this project will be progressed with an Uncoordinated Review.
4. Environmental screening tasks do not include data collection and evaluation of: Coastal Zone Management, Noise, Air Quality, Energy, Farmlands and Resources. However, a minor hourly allotment has been provided to write those items off.
5. No allowance has been made for first flush evaluation for surface water screening.
6. No Section 4(f) and 6(f) screenings are anticipated during the design process. It is assumed that detailed studies will not be required.
7. The HW/CM Screening is based on the assumption that development and preparation of a sampling and analysis plan will not be required.
8. A commercial database search firm will be utilized to assist with the historic review. It is assumed that Sanborn map coverage will not be available for the project area.
9. A Project Submittal Package will be prepared and submitted to the Regional Local Project Liaison (RLPL) for RCRC review. No allowance has been made for a site visit with the RCRC following PSP submittal. It is assumed that the RCRC will issue a “No Effect” Finding based on the PSP.
10. No allowance has been made for additional meetings or CR coordination. It is assumed that no further coordination with the SHPO and THPO will be required.
11. No allowance has been made for a Detailed Studies for Endangered Species.
12. It is assumed that a SWPPP and NOI will not be required.
13. No allowance has been made for environmental hearings.

Detailed Design

1. Two connected traffic signal poles for bridge traffic and one rectangular rapid flashing beacon will be designed.
2. Design of a closed drainage system or additional drainage structures is assumed to not be required.
3. Smith Street will be milled and resurfaced adjacent to road cuts for wall repairs and sidewalk installations.
4. Final Design will include but not be limited to:
 - a. Development of highway, bridge, and retaining wall / steps plans.
 - b. Structural rehabilitation / deck modification design.

- c. Highway design.
- d. Preparation of right-of-way plans and acquisition maps.
- e. Development and design for public utilities.
- f. Maintenance and protection of traffic during construction.
- g. Preparation and submission of final Plans, Specifications, and Estimate (PS&E) for the project

Advertisement, Bid Opening and Award

1. There will be zero Pre-Bid Meetings.
2. One addendum to the contract documents will be required.
3. The Consultant will provide the Village with electronic copies of the bid documentation. The Sponsor will distribute the bid documents to prospective bidders via electronic format.
4. It is assumed that an acceptable low bidder will result from the bids received for the project and that the project will not need to be re-bid.

ATTACHMENT C

FISHER ASSOCIATES, PE, LS, LA, DPC

PIN 4761.32, BIN 4446200

Smith Street Bridge, Pedestrian & Bicycle Improvements

Village of Brockport, Monro County

Date: March 2023

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES			MAX. HOURLY RATES			OVERTIME CATEGORY
		PRESENT 3/2023	PROJECTED 12/2023	2023	2024	2025		
Project Manager	VIII (A)	109.25	100.00	100.00	100.00	100.00	A	
Project Manager	VII (A)	79.38	81.76	85.00	87.55	90.00	A	
Landscape Architect	VII (A)	65.43	67.39	82.00	84.46	86.99	A	
Senior Engineer	VI (A)	64.78	66.72	76.68	78.98	81.35	A	
Landscape Architect	VI (A)	56.70	58.40	56.70	58.40	60.15	A	
Project Engineer	V (A)	58.62	60.38	60.00	61.80	63.65	A	
Landscape Architect	V (A)	50.33	51.84	51.00	52.53	54.11	B	
Design Engineer	IV (A)	49.57	51.06	53.75	55.36	57.02	B	
Environmental Scientist	IV (A)	66.95	68.96	75.50	77.77	80.10	B	
Landscape Architect	IV (A)	38.00	39.14	38.00	39.14	40.31	B	
Engineer	III (A)	40.12	41.32	43.00	44.29	45.62	B	
Landscape Architect	III (A)	37.00	38.11	37.00	38.11	39.25	B	
Senior Designer	III (A)	43.08	44.37	43.08	44.37	45.70	B	
Junior Engineer	II/I (A)	30.11	31.01	35.00	36.05	37.13	B	
Landscape Designer	II/I (A)	30.15	31.05	37.00	38.11	39.25	B	
Senior Technician IV	IV (N)	58.12	59.86	66.00	67.98	70.02	C	
Technician III	III (N)	45.04	46.39	47.25	48.67	50.13	C	
Senior Cad Operator	III (N)	39.92	41.12	40.75	41.97	43.23	C	
Technician II	II (N)	33.45	34.45	38.90	40.07	41.27	C	
Jr Technician I	I (N)	25.13	25.88	32.00	32.96	33.95	C	
Survey Manager	VII (A)	71.69	73.84	85.00	87.55	90.00	A	
Project Surveyor	VI (A)	65.88	67.86	66.75	68.75	70.81	A	
Project Surveyor	V (A)	40.90	42.13	45.00	46.35	47.74	B	
Survey Technician	III (N)	35.00	36.05	35.00	36.05	37.13	C	
Party Chief	III (N)	33.20	34.20	40.95	42.18	43.45	C	
Instrument Person	I (N)	25.00	25.75	25.00	25.75	26.52	C	
Party Chief (Field)*	III (N)	33.20	34.20	40.95	42.18	43.45	C	
Instrument Person (Field)*	I (N)	25.00	25.75	32.00	32.96	33.95	C	

NOTES:

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

OVERTIME POLICY

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

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

*Prevailing Wage Rates - The difference between the required prevailing wage rate and the normal hourly rate is considered a direct cost:

		Prevailing Rate	Projected Rate	Normal Rate	Difference	Payroll Additive	Total
Party Chief	III (N)	\$47.37	\$48.79	\$34.20	\$14.59	\$1.97	\$16.56
Instrument Person	I (N)	43.51	44.82	25.75	19.07	2.57	21.64

*Supplemental Benefits are also considered direct costs. The net benefit is the difference between required amounts and deductions made through existing plans (overhead):

		Prevailing Benefit	Normal Rate	Difference (Net)	Wage Adjustment	Payroll Additive	Total
Party Chief	III (N)	\$28.05	\$6.60	\$21.45	\$0.00	\$2.90	\$24.35
Instrument Person	I (N)	28.05	3.56	24.49	0.00	3.31	27.80

FISHER ASSOCIATES, PE, LS, LA, DPC
PIN 4761.32, BIN 4446200
Smith Street Bridge, Pedestrian & Bicycle Improvements
Village of Brockport, Monro County
Date: March 2023

JOB TITLE	ASCE (A) OR NICET (N) GRADE	T A S K S									Total Hours	PROJECTE HOURLY RATE	DIRECT TECHNICAL LABOR
		Section 1	Section 2	Section 3	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9			
Project Manager	VIII (A)										0	100.00	0.00
Project Manager	VII (A)	24	16	50	0	0	37	18			145	81.76	11,855.20
Landscape Architect	VII (A)										0	67.39	0.00
Senior Engineer	VI (A)										0	66.72	0.00
Landscape Architect	VI (A)										0	58.40	0.00
Project Engineer	V (A)	8	24	66	0	0	123	8			229	60.38	13,827.02
Landscape Architect	V (A)										0	51.84	0.00
Design Engineer	IV (A)	30	88	136	0	0	162	24			440	51.06	22,466.40
Environmental Scientist	IV (A)										0	68.96	0.00
Landscape Architect	IV (A)										0	39.14	0.00
Engineer	III (A)	16	56	86	0	0	161	40			359	41.32	14,833.88
Landscape Architect	III (A)										0	38.11	0.00
Senior Designer	III (A)	0	8	60	0	0	130	0			198	44.37	8,785.26
Junior Engineer	II/I (A)	1	20	94	0	0	152	0			267	31.01	8,279.67
Landscape Designer	II/I (A)										0	31.05	0.00
Senior Technician IV	IV (N)										0	59.86	0.00
Technician III	III (N)	0	0	0	26	0	0	0			26	46.39	1,206.14
Senior Cad Operator	III (N)	4	0	26	0	0	0	0			30	41.12	1,233.60
Technician II	II (N)	1	0	50	0	0	187	0			238	34.45	8,199.10
Jr Technician I	I (N)	0	0	0	38	0	0	0			38	25.88	983.44
Survey Manager	VII (A)										0	73.84	0.00
Project Surveyor	VI (A)										0	67.86	0.00
Project Surveyor	V (A)										0	42.13	0.00
Survey Technician	III (N)										0	36.05	0.00
Party Chief	III (N)										0	34.20	0.00
Instrument Person	I (N)										0	25.75	0.00
Party Chief (Field)*	III (N)										0	34.20	0.00
Instrument Person (Field)*	I (N)										0	25.75	0.00
TOTAL		84	212	568	64	0	952	90	0	0	1970		\$91,669.71

FISHER ASSOCIATES, PE, LS, LA, DPC
 PIN 4761.32, BIN 4446200
 Smith Street Bridge, Pedestrian & Bicycle Improvements
 Village of Brockport, Monro County
 Date: March 2023

EXPENDABLE COSTS

1. Travel, Lodging & Subsistence

Personal Vehicle

<u>Trips to</u>	<u>trips</u>	<u>miles per</u>		
Site (from Rochester)	6	40	miles/trip	240
Meetings (from Rochester)	8	40	miles/trip	320
Region (from Rochester)			miles/trip	0
On-Site			miles/trip	0

Company Vehicle

Site (from Rochester)			miles/trip	0
Region (from Rochester)			miles/trip	0

Total Mileage - 560 @ \$0.625 \$350.00

Per Diem	people for	days @	\$59.00 /day	\$0.00
Lodging	people for	nights @	\$96.00 /night	\$0.00
Tolls	trips @	/trip		\$0.00
Rental Car	days @	\$50.00 /day		\$0.00

TOTAL TRAVEL, LODGING, & SUBSISTENCE \$350.00

2. Reproduction, Drawings & Reports

	<u>sheets/set</u>	<u>sets</u>	<u>cost/sheet</u>	
Vellums (22"x34")			\$10.13	\$0.00
Blueprint (22"x34")			\$1.30	\$0.00
Mylar (22"x34")			\$10.39	\$0.00
B & W Copies (8½"x11")	200	1	\$0.09	\$18.00
B & W Copies (11"x17")	100	4	\$0.18	\$72.00
Color Print (8½"x11")	14	50	\$0.99	\$693.00

TOTAL REPRODUCTION, DRAWINGS & REPORTS \$783.00

3. Owner's Protective Insurance (Estimated)

\$0.00

4. Mailings & Deliveries

months @	mailings/month	\$2.80 per mailing	\$0.00
months @	deliveries/month	\$15.00 per delivery	\$0.00

TOTAL MAILINGS & DELIVERIES \$0.00

5. Survey Personnel Costs

		Hours	@	Rate	
Wage Differential					
Party Chief	III (N)	0		\$16.56	\$0.00
Instrument Person	I (N)	0		21.64	0.00

SUBTOTAL Wage Differential \$0.00

		Hours	@	Rate	
Supplemental Benefits					
Party Chief	III (N)	0		\$24.35	\$0.00
Instrument Person	I (N)	0		27.80	0.00

SUBTOTAL Supplemental Benefits \$0.00

TOTAL SURVEY PERSONNEL COSTS 0.00

TOTAL DIRECT NON - SALARY COST \$1,133.00

SUB-CONTRACTOR COSTS

Toxis Targeting	\$800.00
Subsurface Investigation	\$9,000.00
Geotech Engineering	\$2,400.00

TOTAL DIRECT NON - SALARY COST, SUB-CONTRACTOR COST \$12,200.00

Exhibit C
Summary

FISHER ASSOCIATES, PE, LS, LA, DPC

PIN 4761.32, BIN 4446200

Smith Street Bridge, Pedestrian & Bicycle Improvements

Village of Brockport, Monroe County

Date: March 2023

Item IA, Direct Technical Salaries (estimated) subject to audit				\$91,670
Item IB, Direct Technical Salaries Premium Portion of overtime subject to Salary Cost (estimated) subject to audit				\$0
Item IIA, Direct Non-Salary Cost (estimated) subject to audit				\$1,133
Item IIB Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)				\$12,200
Item III, Overhead (184%) (estimated) subject to audit				\$168,673
Item IV, Fixed Fee (negotiated)				\$28,800
Item IIC Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	GdB	\$16,000		\$16,000
Total Estimated Cost				----- \$318,476
MAXIMUM AMOUNT PAYABLE				\$319,000 =====

LDSA ESTIMATE SHELL
STAFF HOUR ESTIMATE - Project Summary

Village of Brockport - Smith Street Bridge, Pedestrian & Bicycle Improvements

	PROJ. MNGR.	PROJ. ENGR.	DES. ENGR.	ENGR.	JR. ENGR.	SR. DESIGN	ENGR. TECH.	JR. ENGR. TECH.	SR. CADD OPER.	CADD OPER.	TASK SUB- TOTAL
SECTION 1 - GENERAL SCOPING	24	8	30	16	1	0	0	0	4	1	84
SECTION 2 - DATA COLLECTION & ANALYSIS	16	24	88	56	20	8	0	0	0	0	212
SECTION 3 - PRELIMINARY DESIGN	50	66	136	86	94	60	0	0	26	50	568
SECTION 4 - ENVIRONMENTAL	0	0	0	0	0	0	26	38	0	0	64
SECTION 5 - RIGHT-OF-WAY	0	0	0	0	0	0	0	0	0	0	0
SECTION 6 - DETAILED DESIGN	37	123	162	161	152	130	0	0	0	187	952
SECTION 7 - ADVERTISEMENT, BID OPENING & AWARD	18	8	24	40	0	0	0	0	0	0	90
SECTION 8 - CONSTRUCTION SUPPORT	0	0	0	0	0	0	0	0	0	0	0
SECTION 9 - CONSTRUCTION INSPECTION	0	0	0	0	0	0	0	0	0	0	0
TOTALS	145	229	440	359	267	198	26	38	30	238	1970

**LOCALLY ADMINISTERED PROJECTS TASK LIST
STAFF HOUR ESTIMATE - SECTION 1, GENERAL**

Village of Brockport - Smith Street Bridge, Pedestrian & Bicycle Improvements

TASK NO.	WORK TO BE COMPLETED	PROJ. MNGR.	PROJ. ENGR.	DES. ENGR.	ENGR.	JR. ENGR.	ENGR. TECH.	JR. ENGR. TECH.	SR CADD OPER.	CADD OPER.	TASK SUB-TOTAL
1.00	GENERAL - PROJECT DEVELOPMENT										
1.05	PROJECT FAMILIARIZATION										
	Collect and review all historical project information			2	2						4
	Project team kick-off meeting	2	2	1	2	1				1	9
	SITE VISITS	4		8	12						24
1.06	MEETINGS										
	Prepare for Meetings (Assume 2)	1		1							2
	Attend Meetings (2 @ 2 hrs. ea.)	4		4							8
	Prepare Meeting Minutes (2 @ 1.0 hrs. ea.)	1		2							3
1.07	COST AND PROGRESS REPORTING										
	Monthly Progress and Cost Control Reports (24 @ 0.5 hrs.)	12									12
1.10	SUBCONSULTANTS										
	Coordination of Subconsultant Work		4	8							12
	Review of Subconsultant Work - QA/QC							4			4
1.11	SUBCONTRACTORS										
A.	Preparation of Contract Documents (Work over \$20,000)										0
	Solicit Sealed Bids for Subcontract Work										0
	Oversee Subcontract Work										0
B.	Preparation of Contract Documents (Work under \$20,000)										0
	Solicit prices for Subcontract Work			4							4
	Oversee Subcontract Work		2								2
	PART 1 - SCOPING	24	8	30	16	1	0	0	4	1	84

**LOCALLY ADMINISTERED PROJECTS TASK LIST
STAFF HOUR ESTIMATE - SECTION 2, DATA COLLECTION AND ANALYSIS**

Village of Brockport - Smith Street Bridge, Pedestrian & Bicycle Improvements

TASK NO.	WORK TO BE COMPLETED	PROJ. MNGR.	PROJ. ENGR.	DES. ENGR.	ENGR.	JR. ENGR.	SR. DESIGN	ENGR. TECH.	JR. ENGR. TECH.	SR. CADD OPER.	CADD OPER.	TASK SUB-TOTAL
2.00	DATA COLLECTION & ANALYSIS											
2.01	DESIGN SURVEY											
2.02	DESIGN MAPPING											
2.03	DETERMINATION OF EXISTING CONDITIONS											
	Travel lanes			1		1						2
	Shoulders			1		1						2
	Utility strips					1						1
	Curbed sections			1		1						2
	Clear zone			1		1						2
	Grades					1						1
	Horiz. curves			1		1						2
	Intersection geometry					1						1
	ROW widths			1		1						2
	Guiderail			1		1						2
	Provisions for peds			1		1						2
	Existing Bridge Conditions			1		1						2
	Bridge Data			1		1						2
	Hydraulic Conditions					1						1
	Mainline speed limit					1						1
	Land use					1						1
	Pavement					1						1
	Utilities					1						1
2.04	ACCIDENT ANALYSIS AND COLLISION DIAGRAMS											
	Accident Analysis and Collision Diagrams (Assume 100 Accidents)		4		16							20
2.05	TRAFFIC COUNTS											
2.06	CAPACITY ANALYSIS											
	Develop and Calibrate Model and Perform Analysis			12								12
	Develop project travel speed and delay estimates											0
2.07	FUTURE PLANS FOR ROADWAY AND COORDINATION WITH OTHER PROJECTS											
	Incorporate Information from Municipality into Report					2						2
2.08	SOIL INVESTIGATIONS											
	Prepare Soil Boring Plans						2					2
	Coordinate with soil boring contractor		2	2								4
	Prepare foundation design Criteria		2									2
2.09	HYDRAULIC INVESTIGATIONS											
2.10	BRIDGES TO BE REHABILITATED											
	<i>A. Inspection</i>											
	Field Inspection	4		12	12		6					34
	Inspection Report	4		8	20							32
	<i>B. Bridge Deck Evaluation</i>	4		4	8							16
	<i>C. Load Rating of Existing Bridge</i>	4	16	40								60
2.11	PAVEMENT EVALUATION											
PART 2 - PRELIMINARY HIGHWAY DESIGN		16	24	88	56	20	8	0	0	0	0	212

LOCALLY ADMINISTERED PROJECTS TASK LIST
STAFF HOUR ESTIMATE - SECTION 3, PRELIMINARY DESIGN

Village of Brockport - Smith Street Bridge, Pedestrian & Bicycle Improvements

TASK NO.	WORK TO BE COMPLETED	PROJ. MNGR.	PROJ. ENGR.	DES. ENGR.	ENGR.	JR. ENGR.	SR. DESIGN	ENGR. TECH.	JR. ENGR. TECH.	SR. CADD OPER.	CADD OPER.	TASK SUB-TOTAL
3.00	PRELIMINARY DESIGN											
3.01	DESIGN CRITERIA											
	Establish Project Criteria			1								1
	Identify existing non-standard features (geometric, sight distance, operational)			2								2
3.02	DEVELOPMENT OF ALTERNATIVES											
	<i>A. Selection of Design Alternatives</i>											
	Evaluate Design Alternatives	2	6	12							12	32
	Rudimentary plan (1 alternatives)	1	1	3								5
	Rudimentary profile (1 alternatives)		1	3								4
	Rudimentary sections (1 alternatives)		1	3								4
	Wall/Bridge Plans (1 alternative)	1	2	12		8	16					39
	Meeting with Municipality to discuss concepts & select alternatives for further study	4	4									8
	<i>B. Detailed Evaluations of Alternatives</i>											
	Geometry	1		8	6							15
	Traffic flow and Safety	4	12		24							40
	Structures	3	3	12								18
	Maintenance Responsibility					4						4
	MPT					4					4	8
	Utilities			6		8						14
	Pedestrians			12		10						22
	Plans (1:250)											
	Develop record centerline (curve and tangent information)	2		6						14		22
	Develop sections and plan	1		2		8				12		23
	Develop wall section, elevation and plan	1	2		8		18					29
	Identify drainage systems											0
	Profiles (1:250h & 1:50v)											
	Prepare base drawings - datum, elev., exist. Ground	1		6							10	17
	Typical Sections											
	Prepare drawings - lane & shoulder widths, ditches, gutters, curbs, sideslopes	1		4		4					6	15
3.03	COST ESTIMATES											
	Develop Cost Estimates for each alternative (1 alts. @ 4 hrs. ea. segment)	2	10		20						12	44
	Update estimates as necessary (Assume 1 update)		4		8						6	18
3.04	PREPARATION OF DRAFT DESIGN APPROVAL DOCUMENT											
	Prepare Design Report (IPP/FDR)	4	16	16	16	40						92
3.05	ADVISORY AGENCY REVIEW											
3.06	PUBLIC INFORMATION MEETINGS AND/OR PUBLIC HEARINGS											
	Prepare presentation and exhibits for Meeting	8		12			18					38
	Meeting to review presentation and graphics	4		4								8
	Prepare Informational Brochure for Distribution			8			8					16
	Attend Public Information Meeting	8										8
	Summarize Input received			4								4
3.07	PREPARATION OF FINAL DESIGN APPROVAL DOCUMENT											
	Modify DAD to incorporate changes and cost estimates	2	2			8						12
	Final DAD Modifications		2		4							6
	PART 3 - PRELIMINARY DESIGN	50	66	136	86	94	60	0	0	26	50	568

**LOCALLY ADMINISTERED PROJECTS TASK LIST
STAFF HOUR ESTIMATE - SECTION 4, ENVIRONMENTAL**

Village of Brockport - Smith Street Bridge, Pedestrian & Bicycle Improvements

TASK NO.	WORK TO BE COMPLETED	PROJ. MNGR.	PROJ. ENGR.	DES. ENGR.	ENGR.	JR. ENGR.	SR. DESIGN	TECH. III	JR. TECH.	SR. CADD OPER.	CADD OPER.	TASK SUB-TOTAL
4.00	ENVIRONMENTAL											
4.01	NEPA Classification											
	Verify NEPA Classification								2			2
	Complete NEPA Checklist								1			1
4.02	SEQRA Classification											
	<i>Assist in Complying with SEQRA</i>								2			2
4.03	SCREENINGS AND PRELIMINARY INVESTIGATIONS											
	<i>Determine Potential Impacts resulting from Design Alternatives</i>											0
	General Ecology and Endangered Species											0
	Evaluations								4			4
	Coordinate with State and Federal Agencies							8				8
	Determine presence of species								2			2
	Ground Water											0
	Determine groundwater source								2			2
	Surface Water											0
	Project qualification under blanket WQC								2			2
	Coordination with DEC							2				2
	State Wetlands											0
	Investigate Presence of Wetlands							4				4
	Determine Impacts							2				2
	Determine Permits Necessary							2				2
	Federal Wetlands											0
	Investigate Presence of Wetlands								1			1
	Determine Impacts								2			2
	Floodplains											0
	Determine Need for Flood Plain Evaluation								1			1
	Navigable Waterways											0
	Evaluations								1			1
	Historic Resources											0
	Cultural resources Screening							8	8			16
	Parks											0
	Section 4(f), 6(f) Screening								1			1
	Hazardous Waste											0
	Screening								1			1
4.04	DETAILED STUDIES AND ANALYSES											
4.05	PERMITS AND APPROVALS											
	<i>Obtain Permits and Certifications:</i>											
	Article 24 Freshwater Wetlands Permit											0
	Article 25 Tidal wetlands Permit											0
	FHWA Exec. Order 11990 Wetlands Finding											0
	USCG Section 9 Permit											0
	US Army COE Section 10 Permit											0
	US Army COE Section 404 Permit											0
	NYSDEC Section 401 Water Quality Certification											0
	NYSDEC SPDES Permit								8			8
4.06	ENVIRONMENTAL HEARING											
	PART 4 - ENVIRONMENTAL	0	0	0	0	0	0	26	38	0	0	64

**LOCALLY ADMINISTERED PROJECTS TASK LIST
STAFF HOUR ESTIMATE - SECTION 6, DETAILED DESIGN**

Village of Brockport - Smith Street Bridge, Pedestrian & Bicycle Improvements

TASK NO.	WORK TO BE COMPLETED	PROJ. MNGR.	PROJ. ENGR.	DES. ENGR.	ENGR.	JR. ENGR.	SR. DESIGN	ENGR. TECH.	JR. ENGR. TECH.	SR. CADD OPER.	CADD OPER.	TASK SUB-TOTAL
6.00	DETAILED DESIGN											
6.01	Preliminary Bridge Plans											
<i>A.</i>	<i>New and Replacement Walls</i>											
	Preliminary Wall Plans	2	12	20			20					54
	Structure Justification Report											0
<i>B.</i>	<i>Bridge Rehabilitations</i>											0
	Preliminary Bridge Rehabilitation Plans		4	4			8					16
	Cost Estimate											0
<i>C.</i>	<i>Selected Structural Treatment</i>											0
	Modify reports and Plans	2	0	4	8							14
<i>D.</i>	<i>Highway Plans (Preliminary)</i>											0
6.02	Advanced Detail Plans											
	Plans	2	6	8		16					32	64
	Update Plan dwgs. from Section 3.02		2		2		8					12
	Profiles				8	6					12	26
	Update Profile dwgs. from Section 3.02		1		2		8					11
	Typical Sections		1	2		6					8	17
	Update TS dwgs. from Section 3.02		1				4					5
	MPT layout and Design(Assume on-site detour)											0
	Templated Cross Sections		4	6		14					12	36
	Title Sheet with signature blocks & location map										1	1
	Index & Legend drawing										1	1
	Plan and Profile (1:2500 scale)											0
	MPT Plans		2			4					4	10
	Maintenance of Jurisdiction Plan and Table										1	1
	Survey Baseline tie dwg., ties, BL and CL Plan										4	4
	Develop Tables from estimate and take-offs		1		4	8					8	21
	Develop Details - driveways, udrain, drainage, sw ramp, etc		2		14	12					12	40
	Erosion & Sediment Control Design and Plan Details											0
	Drainage design - concept drainage layout (inlets, pipe sizes, grade ditches)											0
	Sign Layouts and Sign structure Design and Plans		2	4		6					10	22
	Sign text data											0
	Street name sign details/ sign face layouts											0
	Design and detail Traffic signal plans - pole design, item #'s, loops, phase diagrams, signal details, signal notes, etc.	12	20		56							88
	Design Microcomputer Sht - wiring, loop tables, estimate, etc.											0
	Lighting Design and Plans											0

**LOCALLY ADMINISTERED PROJECTS TASK LIST
STAFF HOUR ESTIMATE - SECTION 6, DETAILED DESIGN**

Village of Brockport - Smith Street Bridge, Pedestrian & Bicycle Improvements

TASK NO.	WORK TO BE COMPLETED	PROJ. MNGR.	PROJ. ENGR.	DES. ENGR.	ENGR.	JR. ENGR.	SR. DESIGN	ENGR. TECH.	JR. ENGR. TECH.	SR. CADD OPER.	CADD OPER.	TASK SUB-TOTAL
	Landscaping Design and Plans											0
	Pavement Marking Design and Plans		1	1		4					4	10
	Utility Design and Plans					4					4	8
	Water											0
	Sanitary Sewer											0
	Other Underground											0
	Other Overhead											0
	Intersection grading plans											0
	Culverts											0
	<i>Bridge Design & Detailing</i>											0
	Wall & Bridge Plan & Elevation	2	6				16					24
	General Notes		1	1		4						6
	Sections & Profiles		2	4			6					12
	Superstructure Design & Detailing	1	2	8			16					27
	Substructure Design & Detailing	2	4	8			20					34
	Misc. Detail Sheets (Railings, etc.)	1	2	8			20					31
	Bar Schedules		2	8			4					14
	Retaining Walls											0
	Prepare 3 copies for review											0
6.03	Contract Documents											
	<i>Preparation of Specifications</i>	2		4	8							14
	<i>Preparation of PS&E Materials</i>		2	8								10
	Revise Typical Sections		1			4					4	9
	Revise Detail Plan and Profile		2	4	4	4					2	16
	Modify MPT										4	4
	Revise Maintenance of Jurisdiction											0
	Revise Survey Baseline tie dwg., ties, BL and CL											0
	Update Tables from estimate and take-offs		2		4	4					6	16
	Modify Details - driveways, udrain, drainage, etc.		1	2							6	9
	Revise Erosion & Sediment Control Plan Details		2			4					4	10
	Update General Plans	2	2	6		8					8	26
	Update General Profiles			2	2						8	12
	Update Signs and Sign Structures		2	4		4					4	14
	Revise Traffic signal plans	4	20		24							48
	Revise Pavement Marking Plans			2		4					4	10
	Update Utility and drainage plans				4	2					4	10
	Revise Culvert design											0
	Update Cross Sections			8							4	12
	Revise wall & Bridge Plans	1	2		12	16						31
6.04	Cost Estimate											
	Itemized Estimate for Construction	2	4	12	8	12					10	48
	Updates of Estimate (Assume 1 Update)		1	4	1	6					6	18
6.05	Utility Coordination											
	Agreements with Utilities			8								8
	Gather Information & Coordinate with Utilities	2	4	12								18
6.06	Railroad Coordination											
6.07	Bridge Inventory Forms											
	PART 6 - DETAILED DESIGN	37	123	162	161	152	130	0	0	0	187	952

**LOCALLY ADMINISTERED PROJECTS TASK LIST
STAFF HOUR ESTIMATE - SECTION 7, ADVERTISEMENT, BID OPENING AND AWARD**

Village of Brockport - Smith Street Bridge, Pedestrian & Bicycle Improvements

TASK NO.	WORK TO BE COMPLETED	PROJ. MNGR.	PROJ. ENGR.	DES. ENGR.	ENGR.	JR. ENGR.	SR. DESIGN	ENGR. TECH.	JR. ENGR. TECH.	SR. CADD OPER.	CADD OPER.	TASK SUB-TOTAL
7.00	ADVERTISEMENT, BID OPENING, AND AWARD											
7.01	Advertisement											
	Prepare & submit advertisements to Contract Reporter, local media	2										2
	Answer questions during bidding	8	8	8	8							
7.02	Bid Opening											
	Attend Bid Opening	4										4
7.03	Award											
	Review Bid Results	4		16	16							36
	Compile Information for Submittal to DOT				16							16
	PART 7 - Advertisement, Bid Opening, and Award	18.0	8.0	24.0	40.0	0.0	0.0	0.0	0.0	0.0	0.0	58.0