

**Architectural/ Engineering  
Consultant Agreement**

PIN (s) 1759.67 Municipal Contract No. \_\_\_\_\_

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

**City of Saratoga Springs**

Having its office located at 474 Broadway, Saratoga Springs, NY 12866  
(the "City")

And

**Greenman-Pedersen, Inc.**

With its office located at 80 Wolf Road, Suite 300, Albany, NY 12205 (the  
"Consultant," the "signatory" and the "prospective participant")

**WITNESSETH:**

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this agreement as the Geyser Road Safe Routes to School (as described in detail in Attachment A annexed hereto, the "Project" or "PROJECT") the City 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 City has selected the Consultant to perform such services in accordance with the requirements of this Agreement; and

WHEREAS, the Mayor of the City of Saratoga Springs, is authorized to enter this Agreement on behalf of the City,

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT**

This Agreement consists of the following:

- **Agreement Form** - this document titled "Architectural/Engineering Consultant Agreement"
- **Attachment "A"** - Project Description and Funding
- **Attachment "B"** – Scope of Services
- **Attachment "C"** - Salary Schedule, Direct Non-Salary Cost, Staffing Tables, Sub-consultant Cost, and Summary of Cost

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

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

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

As full compensation for Consultant's work, services and expenses hereunder the City shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based upon 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.

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

**PIN 1759.59; Geyser Road Safe Routes to School  
City of Saratoga Springs, Saratoga County**

		<b>OR PERCENTAGE</b>	
<b>Item IV</b>	<ul style="list-style-type: none"> <li>Overhead Allowance based on actual allowable expenses incurred during the term of this Agreement, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations, sub-part 1-31.2 as modified by sub-part 1-31.105 (“FAR”), and applicable policies and guidelines of the City, NYSDOT, and FHWA</li> <li>For the purpose of this Agreement, an accounting period shall be the City’s fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the City for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this item.</li> </ul>	<ul style="list-style-type: none"> <li>The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, and shall be a FAR compliant rate initially established as <u>138 %</u>, in all events not to exceed <u>138%</u>, subject to audit.</li> </ul>	
<b>Item V</b>	<ul style="list-style-type: none"> <li>Negotiated Lump Sum Fixed Fee</li> <li>Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless the Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity, or character of the work to be performed.</li> </ul>	<ul style="list-style-type: none"> <li>A negotiated Lump Sum Fixed Fee which in this Agreement for GPI shall equal <u>\$ 2,484.</u></li> </ul>	
<b>Item VI</b>	The Maximum Amount Payable under this Agreement including Fixed Fees unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity, or character of the work to be performed.	<ul style="list-style-type: none"> <li>Maximum Amount Payable under this Method shall be <u>\$ 28,000</u></li> </ul>	

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

The duly authorized representatives of the City, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) and the FEDERAL HIGHWAY ADMINISTRATION (FHWA), 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 City:

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

5.2 In order to enable the City 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.

- X. Records of Direct Non-Salary Costs;
- XI. Copies of any subcontracts relating to said contract;
- XII. Location where records may be examined; and
- XIII. Name, address, and 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 City will make final payment within sixty (60) calendar days after receipt of an invoice that is properly prepared and submitted, and all appropriate documents and records are received, provided the CONSULTANT is not in default of this Agreement.

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

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

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

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Agreement and constitutes extra work, the CONSULTANT shall promptly notify the City, in writing, of this fact prior to beginning any of the work. The City shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, the City shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by the City. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the City to the CONSULTANT for execution after approvals have been obtained from necessary City 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 City all assistance required by the City. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Agreement for the additional services above described, the City's directions shall be exercised by the issuance of a separate Agreement, if necessary.

## **ARTICLE 8. INDEMNIFICATION; INSURANCE**

The Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Consultant shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Consultant may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Consultant fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

The City of Saratoga Springs requires the Consultant name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate (*City is also an Additional Insured on a Primary and Non-contributory Basis for this coverage*);
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles
- **Excess Liability Insurance:** Ten Million Dollars per Occurrence Aggregate
- **Professional Liability Insurance:** One Million per Claims with Two Million Aggregate

It shall be an affirmative obligation of the Consultant to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Consultant acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Consultant is to provide the City with a Certificate of Insurance naming the City as ***Additional Insured on a primary and non-contributory basis*** prior to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Consultant utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an ***Additional Insured on a primary and non-contributory*** basis for all those activities performed within its contracted activities for the contact as executed.

The Consultant, to the fullest extent provided by law, shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Consultant or its employees or anyone for whom the Consultant is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Consultant and/or Consultant's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Consultant's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Consultant. If the City of Saratoga Springs

exercises its rights pursuant to this part, the Consultant shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Consultant's service to the public or the City of Saratoga Springs' immediate need for completion of the Consultant's work. In such case, Consultant shall immediately cure the defect. If the Consultant fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Consultant shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different vendor.

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

This Agreement shall be void and of no effect unless the CONSULTANT shall secure and keep insured during the life of this Agreement, Workman's Compensation Insurance for the benefit of such employees as are necessary to be insured in compliance with the provisions of the New York State Workman's Compensation Law. The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this agreement. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this agreement in the sum of at least ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) each.

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

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

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

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

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Agreement (collectively called the "Records"). The Records shall be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The City, the State, the 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 shall not make any charge or claim for damages for any delays or hindrances from any cause whatsoever during the progress of any portion of the services



specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the City 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 City of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising its rights under ARTICLE 7 of this agreement.

### **ARTICLE 13. TERMINATION**

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

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

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

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Agreement, and the City 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 City or his duly authorized representative. In case of the failure of the CONSULTANT'S successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the City for any damages it may sustain by reason thereof. Upon the delivery of all such data to the City, the City will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

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

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if

any work under this Agreement is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

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

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the City 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 City, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit. Further, the employees and agents of the CONSULTANT shall not in any manner be, or be held out to be, agents or employees of the City and 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 City, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit..

#### **ARTICLE 17. COVENANT AGAINST CONTINGENT FEES**

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

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

The CONSULTANT specifically agrees that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or of his right, title or interest therein, or his power to execute such Agreement, to any other person, company or corporation, without the previous consent in writing of the City. Further, the CONSULTANT shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the City. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the City may deem necessary or appropriate.

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

## **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 City a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

## **ARTICLE 20. SUBCONTRACTORS/SUBCONSULTANTS**

All subcontractors and subconsultants performing work on this project shall be bound by the same required agreement provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or other subconsultant shall include all standard required agreement provisions, and such agreements shall be subject to review by the City.

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

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

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, nor had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

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

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

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and

the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

#### **ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT**

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the City may, in certain circumstances, provide compensation for such work.
- B. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the CONSULTANT shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this Agreement.
- C. The rights and remedies of the City provided for under this Agreement 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 City Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the N.Y. Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. CONSULTANT is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

## **ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 11 1506.5**

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

- a. an existing 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.

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

## **ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS**

For all contracts other than personal services in excess of \$5,000, the CONSULTANT shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$20,000 except printing contracts in excess of \$10,000, the CONSULTANT shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The CONSULTANT shall then enter into a subcontract with the lowest bidder or entity submitting the lowest

quotation who is fully responsive to the invitation to submit a quote/bid.

## **ARTICLE 27. WAGE AND HOURS PROVISIONS**

If this is a public work contract covered by Article 8 of the N.Y. 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 N.Y. 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 N.Y. Labor Law.

## **ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION**

In accordance with Section 220-f of the N.Y. Labor Law and Section 139-h of the N.Y. State Finance Law, if this contract exceeds \$5,000, the CONSULTANT agrees, as a material condition of this Agreement, that neither the CONSULTANT nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If the CONSULTANT, or any of the aforesaid affiliates of CONSULTANT, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Agreement's execution, such agreement, amendment or modification thereto shall be rendered forfeit and void. The CONSULTANT shall so notify the City 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 N.Y. 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 City's receipt of the return thereof by the United State Postal Service as refused or undeliverable. CONSULTANT must promptly notify the City, in writing, of each and every change of address to which service of process can be made. Service by the City to the last known address shall be sufficient. CONSULTANT will have thirty (30) calendar days after service hereunder is complete in which to respond.

## **ARTICLE 30. MISCELLANEOUS**

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

30.2 During the term of this Agreement, the contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the CONSULTANT shall give the City thirty (30) days written notice in advance of such event.

30.3 The CONSULTANT shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement, and shall comply with all applicable laws, rules and regulations.

30.4 The City shall bear no responsibility other than that set forth in this Agreement.

### **ARTICLE 31. WAIVER OF IMMUNITY CLAUSE**

Upon refusal of a representative of our firm, when called before a grand jury, to testify concerning any transaction or contract with the City of Saratoga Springs, NY or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transactions or contracts: Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that; any and all contracts made with any municipal corporation or any public department, agency or official thereof, with any fire district or any agency or official thereof, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the City without incurring any penalty or damages on account of such cancellation or termination, buy any monies owing by the City for goods delivered or work done prior to the cancellation or termination shall be paid.

### **ARTICLE 32. NON-COLLUSIVE BIDDING CERTIFICATION: Section 103-d of General Municipal Law**

By submission of this quotation, the Consultant and each person signing on behalf of any Consultant certifies, and, in case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief: The prices in this quotation have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Consultant or with any competitor; and unless otherwise required by law, the prices which have been quoted in this quotation have not been knowingly disclosed by the Consultant and will not knowingly be disclosed by the Consultant prior to opening, directly or indirectly, to any other Consultant or to any competitor; and no attempt has been made or will be made by the Consultant to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

### **ARTICLE 33. GOVERNING LAW**

This Agreement contains the entire understanding between the parties with respect to the subject matter herein and supersedes any prior agreements or understandings, either oral or written.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of

New York. This Agreement may be amended only upon mutual written agreement signed by both parties.



THIS SPACE LEFT BLANK INTENTIONALLY.

SIGNATURE PAGE FOLLOWS.

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

Reference: City Contract # \_\_\_\_\_

Pursuant to Resolution No. \_\_\_\_\_ for 2014, Adopted \_\_\_\_\_, 2014

<b>City of Saratoga Springs</b> By: _____ Date: _____	<b>Greenman-Pedersen, Inc.</b> By: _____ Date: _____
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STATE OF NEW YORK

SS:

\_\_\_\_\_ OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, the subscriber, personally appeared to me known as \_\_\_\_\_, who, being by me duly sworn, did depose and say- that he/she resides at \_\_\_\_\_, New York; that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of City.

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

STATE OF NEW YORK

SS:

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, the subscriber, personally appeared to me known as \_\_\_\_\_, who, being by me duly sworn, did depose and say- that he/she resides at \_\_\_\_\_; that he/she is the \_\_\_\_\_ Vice President of Greenman-Pedersen, Inc., 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 the Consultant.

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

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

PIN: 1759.59

Term of Agreement Ends: December 31, 2015

BIN: N/A

Main Agreement

Amendment to Agreement # \_\_\_\_\_

Supplement to Agreement # \_\_\_\_\_

*Phase of Project Consultant to work on:*

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

Dates or term of Consultant Performance: \_\_\_\_\_ through \_\_\_\_\_

Start Date: May 20, 2014

Finish Date: December 31, 2015

*PROJECT DESCRIPTION:*

Preliminary and Final Design for the Geyser Road Safe Routes to School.

Project Location:

City of Saratoga Springs, County of Saratoga, New York

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

<p><b>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:</b></p>
---

<p><b>\$ <u>28,000</u></b></p>
--------------------------------

**Attachment B  
GEYSER ROAD SAFE ROUTES TO SCHOOL  
CITY OF SARATOGA SPRINGS**

**SCOPE OF SERVICES – DESIGN  
TASKS 1 TO 7**

**EXECUTIVE SUMMARY**

This project consists of constructing approximately 675 linear feet of sidewalk on the south side of Geyser Road which eliminates gaps in the existing sidewalk network and approximately 225 linear feet of sidewalk along the east side of the Geyser Road Elementary School entrance. A signalized pedestrian crossing will be constructed on the east side of the Geyser Road Elementary School east entrance driveway which will permit safely crossing Geyser Road. The signalized crossing is expected to include high visibility crosswalk, stop lines, advance warning signs, detectable warning fields, pedestrian push buttons, countdown timers and a three-color traffic signal system. Additionally, a new crosswalk will be installed crossing east to west over Hathorn Boulevard

The scope of services includes completion of the preliminary and final design. (Phase 1 to 7). Construction Support and construction inspection services (Phases 8-9) are included under a separate scope of services.

The projected PS&E date is November 2014 assuming engineering will commence by May 15, 2014. The scheduled letting is January 2015. Construction is anticipated to be start in May 2015 and be completed by June 2015 (2 months). It is anticipated that the City and/or County will perform some in-kind services to help reduce cost and accelerate the schedule. Once plans are developed to a certain extent, a meeting will be held to discuss construction efforts.

It is anticipated that this project will be progressed as a Class II Automatic Categorical Exclusion under the NEPA and Unlisted Action under SEQRA. The Design Approval Document (DAD) will be combined with the Geyser Road Trail and Possibility the Geyser Road/Route 50 intersection to perform a comprehensive review of all project initiatives within the project corridor. The Design approval document will be a Draft Design Report/Final Design Report (DDR/FDR). All work will be completed in accordance with the requirements set forth in the “Procedures For Locally Administered Federal Aid Projects” (LAFAP) Manual and will be designed and constructed in accordance with NYSDOT “Standard Specifications for Construction and Materials” dated May 1, 2008, including all applicable and current revisions.

## **SECTION 1 – GENERAL**

### **1.01 PROJECT DESCRIPTION AND LOCATION**

This project is known as: **Geyser Road Safe Routes to School**

**PIN: 1759.59**

**Project Description:** The City of Saratoga Springs submitted this project for funding under the Safe Routes to School Program. Total funding programmed to the project is \$247,000 (including both infrastructure and non-infrastructure improvements). This project consists of constructing approximately 675 linear feet of sidewalk on the south side of Geyser Road which eliminates gaps in the existing sidewalk network and approximately 225 linear feet of sidewalk along the east side of the Geyser Road Elementary School entrance. A signalized pedestrian crossing will be constructed on the east side of the Geyser Road Elementary School east entrance driveway which will permit safely crossing Geyser Road. The signalized crossing is expected to include high visibility crosswalk, stop lines, advance warning signs, detectable warning fields, pedestrian push buttons, countdown timers and a three-color traffic signal system. Additionally, a new crosswalk will be installed crossing east to west over Hathorn Boulevard

**Project Limits: Sidewalks –** Intermittent sidewalk connections on south side of Geyser Road between Tiffany Place and Casino Drive; new sidewalk connection on east side of Geyser Road Elementary School entrance.

**Crosswalks –** Across Hathorn Boulevard; across Geyser Road near Geyser Road Elementary School entrance.

**Pedestrian Signal –** Near Geyser Road Elementary School entrance.

**Municipality:** City of Saratoga Springs

**County:** Saratoga County

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

### **1.02 CONTRACT ADMINISTRATOR**

The **City's** Contract Administrator for this project is **Kate Maynard**, who can be reached at **(518) 587-3550 x2517**. All correspondence to the **City** should be addressed to:

Kate Maynard, Contract Administrator  
City of Saratoga Springs  
474 Broadway  
Saratoga Springs, NY 12866

### **1.03 PROJECT CLASSIFICATION**

The project is assumed to be a Class II Action (Automatic Categorical Exclusion) under USDOT Regulations, 23 CFR 771, in which FHWA will be the lead agency.

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 Unlisted Action, in which the City will be the lead agency.

### **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 (Assumed to not be required)
- Section 6 - Detailed Design
- Section 7 – Advertising, Bid Opening & Award
- Section 8 – Construction Support (under separate contract)
- Section 9 – Construction Inspection (under separate contract)
- 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 **City** with the reports, plans, estimates and other data specifically described in Sections 1, 2, 3, 4, 6, 7, and 10.

### **1.05 PROJECT FAMILIARIZATION**

The **City** and/or the **County** will provide the **Consultant** with the following information if available:

- Approved project initiation document (Initial Project Proposal or similar documentation) indicating project type, project location, cost estimate, schedule, and fund source(s).
- Available mapping of the project area.
- Plans for future related transportation improvements or development in the area of the project.
- Accident records and history.
- Record as-built plans.
- Anticipated permits and approvals (initial determination).
- Available project studies and reports.
- Existing right-of-way information.
- Other relevant documents pertaining to this project.

The **Consultant** will become familiar with the project before starting any work. This includes 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 **City's** Contract Administrator and/or the **County**. 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 REPORT**

For the duration of this agreement, the **Consultant** will prepare and submit to the **City** on a monthly basis a Progress Report in a format approved by the **City**. The Progress Report must contain the "Progress Report Summary Sheet" (Appendix 6-H of the LAFAP Manual). The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. In cases where all work under this contract is officially suspended by the **City**, this task will not be performed during the suspension period.

## **1.08 POLICY AND PROCEDURES**

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

### **A. Compliance with Documents**

All work must conform to current versions of the following documents, as applicable. Where necessary, the **Consultant** will obtain either the full document or guidance extracted from it.

- NYSDOT Project Development Manual
- NYSDOT Highway Design Manual
- NYSDOT Standard Specifications (Construction and Materials)
- NYSDOT Environmental Procedures Manual

- A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO)
- ADA Accessibility Guidelines for Buildings and Facilities
- National Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) and the NYS Supplement

## **1.09 SPECIFICATIONS**

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

**1.10 SUBCONSULTANT** - None anticipated

**1.11 SUBCONTRACTORS** – None anticipated

## **SECTION 2 – DATA COLLECTION & ANALYSIS**

### **2.01 SURVEY AND MAPPING**

The **Consultant** will utilize available mapping to develop the project base mapping. A walkthrough will be conducted to pick up any information that is not provided on the available mapping.

### **2.02 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.

### **2.03 ACCIDENT DATA**

The **Consultant** will request accident records for the last three (3) years for roads within the project limits plus one-tenth of a mile immediately outside of the project limits.

The **Consultant** will note accidents related to pedestrian/vehicular conflicts, if any, and summarize in the Initial Project Proposal/DAD.

### **2.04 TRAFFIC COUNTS**

Since this project does not involve any change to the roadway system with respect to vehicular traffic, it is assumed that traffic counts will not be required.



## 2.05 FUTURE PLANS FOR ROADWAY & COORDINATION W/ OTHER PROJECTS

The **City** and County 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 **City** and County will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project. The **City** will provide all necessary information pertaining to other projects or developments.

2.06 SOIL INVESTIGATIONS – assumed to not be required.

2.07 HYDRAULIC ANALYSIS – assumed to not be required.

2.08 PAVEMENT EVALUATION – since this project does not involve any roadway improvements with respect to vehicular traffic, a pavement evaluation will not be required. The **City/County** will forward typical pavement section for the **Consultant's** use. If pavement or new pavement is required for the roadways, the **City** and/or County will provide the roadway section.

## 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 LAFAP Manual.

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

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

### 3.02 DEVELOPMENT OF ALTERNATIVES

#### A. Selection of a Design Alternative

The **Consultant** will identify and make rudimentary evaluations of **one (1)** potential design alternative concepts that would meet the **City's** defined project objectives. These evaluations are not to be carried beyond the point of establishing the feasibility of the concepts 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, and typical section views which show:

- On plan: proposed centerlines; pavement edge; location of high-visibility crossings; sidewalks with ADA accessible ramps; snow storage/utility strip area; construction limits and existing ROW.
- On profile: Not needed
- On typical section: existing pavement widths; location of sidewalks; snow storage/utility strip area; and sides lopes.
- Where necessary: important existing features.
- Where pertaining to feasibility: significant environmental and geometric design constraints, labeled as such.

The sketches will include only the minimum information needed to select a design alternative to be studied in further detail.

The **Consultant** will meet with the **City** and County to discuss the concept, using the sketches as discussion aids to describe the relative order-of-magnitude costs, advantages, disadvantages, and problem areas of each. From this concept, the **City** will select one design alternative for further development.

## **B. Detailed Evaluation of One Alternative**

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

- Design geometry, and (where applicable) justification for retaining nonstandard design features, per the LAFAP Manual
- Accessibility for pedestrians and the disabled.
- Environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks)
- Safety considerations, including signs, and high-visibility crossings
- Pavement typical section – to be provided by the Town and/or County
- Maintenance responsibility
- Work zone traffic control during construction
- Utilities – assume no impact
- Pedestrian Crossing Signal
- Right-of-way acquisition – assume to not be required
- Conceptual landscaping - assume only topsoil and establishing turf of disturbed areas
- Lighting – assume to not be required
- Construction cost factors.

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

- 1"=40' half size plans showing (as a minimum) stationed centerline; roadway geometrics; pavement edges; pavement widths; sidewalks with ADA accessible ramps; high-visibility crossings; drainage features; utilities; construction limits; cut and fill limits; and existing right-of-way.
- Profile is anticipated to not be required.
- Typical sections showing (as a minimum) existing pavement widths; sidewalks; snow storage area/utility strip; and side lopes.
- Pedestrian Crossing Signal plans and details.

### **3.03 COST ESTIMATES**

The **Consultant** will develop, provide and maintain a cost estimate for one 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 the Draft Design Report/Final Design Report (DDR/FDR) and combined with the Geyser Road Trail and Geyser Road/Route 50 intersection projects which are all in various stages of design within the project limits.

The **City** 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.

The **Consultant** will submit two (2) copies of the Draft DAD to the **City** for review. The **City** will review the Draft DAD and provide the **Consultant** with any review comments. If required, the **Consultant** will revise the Draft DAD to incorporate the comments.

### **3.05 ADVISORY AGENCY REVIEW**

The **Consultant** will provide the **City** with two (2) copies of the signed Draft DAD for distribution to advisory agencies.

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

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

### **3.06 PUBLIC INFORMATION MEETING**

The **Consultant** will assist the **City** at one (1) public information meeting with advisory agencies, local officials, and citizens, at which the **Consultant** will attend the meeting and present the project objectives and technical discussions of the design alternative. The **Consultant** will prepare a PowerPoint presentation, visual aids and displays (preliminary design plans overlaid on aerial mapping and typical sections) for review and approval by the **City** prior to the meeting. The **Consultant** will modify the visual aids and displays based upon comments received, finalize and provide them at the meeting.

The **City** will arrange for the location of the public information meeting. The **Consultant** will assist the **City** with appropriate notification via preparing a media advisory notice and an informational meeting brochure for distribution by the **City**.

### **3.07 PREPARATION OF FINAL DESIGN APPROVAL DOCUMENT (DAD)**

The **City** will obtain all necessary approvals and concurrences, and will publish all legal notices.

The **Consultant** will prepare the Design Recommendation, and will modify the Project Draft DAD to include the Design Recommendation, re-title the DAD, and update existing conditions and costs as necessary. The **Consultant** will incorporate changes resulting from the advisory agency review and the public information meeting.

The **Consultant** will submit two (2) copies of the Final DAD to the **City** for review. The **City** will review the Final DAD and provide the **Consultant** with review comments.

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

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

## **SECTION 4 – ENVIRONMENTAL**

### **4.01 NEPA CLASSIFICATION**

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

The project is assumed to be a Class II action and (Automatic Categorical Exclusion). The **Consultant** will complete the NEPA Checklist and forward the completed checklist

to the **City** for forwarding to the NYSDOT (with the DAD) for a final NEPA determination.

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

#### **4.02 SEQRA CLASSIFICATION**

The **Consultant** will assist the **City** in complying with SEQRA (6 NYCRR Part 617). This project is assumed to be an Unlisted Action. The **Consultant** task list includes:

- Drafting letters to involved agencies to determine lead agency. It is assumed that the **City** is the Lead Agency.

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

#### **4.03 SCREENINGS AND PRELIMINARY INVESTIGATIONS**

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

- General Ecology and Endangered Species – assume no adverse impact.
- Groundwater – assume no adverse impact
- Surface Water – assume no adverse impact
- State Wetlands – assume none exist in the project area
- Federal Jurisdictional Wetlands – assume none exist in the project area
- Floodplains – assume project is not within or impact the floodplain
- Coastal Zone Management – assume no adverse impact
- Navigable Waterways – assume none exist in the project area
- Historic Resources - assume no adverse impact
- Parks – assume none exist in the project area
- Endangered Species - assume no adverse impact
- Hazardous Waste and Lead Paint - assume none exists in the project area
- Asbestos - assume none exists in the project area
- Noise – assume no adverse impact
- Air Quality – assume no adverse impact
- Energy – assume no adverse impact
- Farmlands – assume none exist in the project area
- Visual Impacts – assume no adverse impact
- Critical Environmental Areas – assume none exist in the project area

Work will be performed as detailed in the LAFAP Manual to determine whether further detailed analysis or study is required. The results of the screenings and preliminary investigations will be summarized in the appropriate section of the DAD.

#### **4.04 DETAILED STUDIES AND ANALYSES**

Based on the work performed in Section 4.03, it is assumed that detailed studies will not be required.

#### **4.05 PERMITS AND APPROVALS**

The **Consultant** will obtain all applicable permit(s) and certification pertaining only to the project, which it is anticipated only to include:

- NYSOPRHP Determination (Assume a Phase1A/1B Cultural Resource Study will **NOT** be required)

#### **4.06 ENVIRONMENTAL HEARING - Not anticipated for this project.**

### **SECTION 5 – RIGHT-OF-WAY**

It is assumed that the proposed improvements will not impact the existing ROW. ROW acquisition and/or easement maps will not be required.

### **SECTION 6 – DETAILED DESIGN**

#### **6.01 ADVANCE DETAIL PLANS (ADP)**

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

Based on the limited scope of work associated with this project it's assumed that this project is considered a Spec Book Project and therefore design plans will be incorporated into the Project Manual. It is assumed that Design Plans under a separate cover will not be included.

ADP will be prepared in accordance with the LAFAP Manual and it is anticipated to include the following:

- Typical Sections
- General Notes
- Work Zone Traffic Control Plans and Details
- Plan and Table of Highway Maintenance Jurisdiction
- Miscellaneous Tables
- Miscellaneous Details
- General Plans – Scale to be determined
- Sign Text Data Sheets
- Pedestrian Signal Plans
- Estimate of Quantities

It is assumed that design of Retaining Walls and modifications to any Street Lighting will not be required.

The **Consultant** will prepare and submit two (2) copies of the contract documents to the **City** and one (1) copy to the County for approval. The **Consultant** will modify the design to reflect the review of the ADP package and prepare final plans.

## **6.02 CONTRACT DOCUMENTS**

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

- Instructions to bidders
- City bid documents
- City's Risk And Safety Agreement
- Contract language, including applicable federal provisions and prevailing wage rates
- Special notes
- Specifications
- Final Plans (Incorporated into Project Manual)
- A list of supplemental information available to bidders (i.e., subsurface exploration logs, record as-built plans, etc.)
- Other pertinent information

The **City** will forward the General Conditions in word format to the **Consultant** for use in preparing the contract.

The **Consultant** will submit two (2) copies of the contract documents to the **City** and one (1) copy to the County for approval. Upon approved, the **City** will submit a copy of the Contract Documents to the NYSDOT as described in the LAFAP Manual.

## **6.03 COST ESTIMATE**

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

## **6.04 UTILITIES**

The **Consultant** will coordinate with all known utility companies. The utility companies will be provided with preliminary and final design plans for review and concurrence with respect to no utility conflicts. It is assumed that utility relocation or agreements will **NOT** be required.

## **6.05 INFORMATION TRANSMITTAL**

Upon completion of the contract documents, the **Consultant** will transmit PDF files of the plans and bid documents to the **City** on compact discs (CD's).

## **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 publications identified by the **City**. The Advertisement will not be forwarded until authorization is granted by the **City** and the NYSDOT. It is assumed that the City Purchasing Department will be placing the ads and distributing of the construction bid documents.

### **7.02 BID PHASE AND OPENING (Letting)**

The **City** will hold the public bid opening. During the bid phase, the **Consultant** will answer and questions from prospective bidders and if necessary, issue an addendum prior to the bid opening. The **Consultant** will not attend the bid opening. It is assumed that the City Purchasing Department will hold 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 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 **City** in preparing and compiling the package of information to be transmitted to the NYSDOT.

The **City** will award the contract and will transmit the award package to the NYSDOT as described in the LAFAP Manual.

## **SECTION 8 – CONSTRUCTION SUPPORT (Under Separate Contract)**



## SECTION 9 – CONSTRUCTION INSPECTION (Under Separate Contract)

### SECTION 10 – ESTIMATING & ADDITIONAL TECHNICAL ASSUMPTIONS

#### 10.01 ESTIMATING ASSUMPTIONS

The following additional assumptions have been made for estimating purposes:

**Section 1** Estimate **2** meetings, not including the scoping meeting, during the life of this agreement.

Estimate **12** cost and progress reporting periods will occur during the life of this agreement. (Not including Supplemental Agreement(s)).

**Section 2** Estimate that no accidents will require a detailed analysis.

Assume pavement cores will not be taken. No pavement analysis is required.

**Section 3** Estimate **1** concept will be evaluated.

Estimate that **1** design alternative will be analyzed in addition to the null alternative.

Estimate **1** cost estimates plus **1** update will be required.

Estimate **1** public information will be conducted for the project, which will be conducted in a question and answer format.

A public hearing will not be required.

**Section 4** Estimate **2** permits will be required (County & City Work Permit).

**Section 5** No ROW work is assumed necessary

**Section 6** Estimate **1** cost estimate plus **1** update will be required.

Estimate **0** utility companies will be affected.

**Section 7** Advertisements will be placed by the **City** in various publications in addition to the NYS Contract Reporter.

## **10.02 ADDITIONAL TECHNICAL ASSUMPTIONS**

- This project will be developed utilizing current NYS Department of Transportation (NYSDOT) specifications and standards in accordance with all applicable publications.
- Plans will be provided on 11x17 (B size) paper.
- Traffic Control during the field work will be supplied by **Consultant**.
- Permit will be completed by the **Consultant** with assistance from and submitted by the **City**.
- An electronic copy of documents (PDF format on CD) will be supplied to the **City** at each submission phase, along with hard copies.
- Comments on all submittals will be provided in a timely manner.
- Any fees associated with the required permit shall be paid by the **City**.
- No ROW work is assumed necessary.

**Attachment C  
Salary Schedule, Direct Non-Salary Cost, Staffing Tables, Sub-consultant Cost and  
Summary of Cost**

**GEYSER ROAD SAFE ROUTES TO SCHOOL  
CITY OF SARATOGA SPRINGS**

**PIN 1759.59**

5/14/2014

**GREENMAN-PEDERSEN, INC.  
----- Salary Schedule -----**

TITLE	ASCE OR NICET TITLE	Avg Rate	Max Hourly Rate				Overtime Category
			1/1/2014 to 6/30/2014	7/1/2014 to 6/30/2015	7/1/2015 to 6/30/2016	7/1/16 to 6/30/2017	
Productive Principal	ASCE IX	\$92.00	\$95.68	\$99.51	\$103.49	\$107.63	A
Project Director	ASCE VIII	\$73.00	\$75.92	\$78.96	\$82.12	\$85.40	A
Principal Engineer	ASCE VII	\$70.00	\$72.80	\$75.71	\$78.74	\$81.89	A
Project Manager	ASCE VII	\$65.50	\$68.12	\$70.84	\$73.68	\$76.63	B
Geotechnical Engineer	ASCE VI	\$50.00	\$52.00	\$54.08	\$56.24	\$58.49	B
Senior Engineer	ASCE VI	\$58.50	\$60.84	\$63.27	\$65.80	\$68.44	B
Construction Supervisor	ASCE VI	\$55.00	\$57.20	\$59.49	\$61.87	\$64.34	B
Project Engineer	ASCE V	\$51.00	\$53.04	\$55.16	\$57.37	\$59.66	B
Engineer	ASCE IV	\$42.00	\$43.68	\$45.43	\$47.24	\$49.13	B
Environmental Engineer	ASCE IV	\$45.00	\$46.80	\$48.67	\$50.62	\$52.64	B
Design Engineer	ASCE III	\$34.50	\$35.88	\$37.32	\$38.81	\$40.36	B
Junior Engineer	ASCE II/I	\$28.50	\$29.64	\$30.83	\$32.06	\$33.34	B
Senior Environmental Scientist	N/A	\$44.75	\$46.54	\$48.40	\$50.34	\$52.35	B
Senior Landscape Architect	N/A	\$65.00	\$67.60	\$70.30	\$73.12	\$76.04	B
Landscape Architect	N/A	\$38.00	\$39.52	\$41.10	\$42.74	\$44.45	B
Senior Engineering Technician	NICET III	\$33.00	\$34.32	\$35.69	\$37.12	\$38.61	C
Engineering Technician	NICET II	\$28.00	\$29.12	\$30.28	\$31.50	\$32.76	C
CADD Operator	NICET II	\$28.00	\$29.12	\$30.28	\$31.50	\$32.76	C
Technician	NICET I	\$24.00	\$24.96	\$25.96	\$27.00	\$28.08	C
Resident Engineer	NICET IV	\$47.00	\$48.88	\$50.84	\$52.87	\$54.98	C
Office Engineer/Sr. Inspector	NICET III	\$42.50	\$44.20	\$45.97	\$47.81	\$49.72	C
Construction Inspector	NICET III	\$40.00	\$41.60	\$43.26	\$44.99	\$46.79	C
Construction Inspector	NICET II	\$30.00	\$31.20	\$32.45	\$33.75	\$35.10	C
Construction Inspector	NICET I	\$25.75	\$26.78	\$27.85	\$28.97	\$30.12	C
Technical Typist	N/A	\$23.50	\$24.44	\$25.42	\$26.43	\$27.49	C

**NOTE:**

It shall be the Engineer's responsibility to pay prevailing wage rates and supplements as required by the NYS Department of Labor, for services requiring such rates and supplements.

**ENGINEER'S OVERTIME COMPENSATION POLICY**

The Engineer's overtime compensation policy controls what overtime category is assigned to each job title listed above.

Category A - No Overtime Compensation

Category B - Overtime Compensated at Straight Time Rate

Category C - Overtime Compensated at Straight Time Rate x 1.5 for all Hours Beyond 40 Hours Worked.



GEYSER ROAD SAFE ROUTES TO SCHOOL

CITY OF SARATOGA SPRINGS

PIN 1759.59

EXHIBIT C  
GREENMAN-PEDERSEN, INC  
----- STAFFING TABLE -----

JOB TITLE	GRADE	RATE	1.01	1.02	1.03	1.04	1.05	1.06	1.07	1.08	1.09	1.10	1.11	2.01	2.02	2.03	2.04	2.05	
Productive Principal	ASCE IX	\$92.00																	
Project Director	ASCE VIII	\$73.00																	
Principal Engineer	ASCE VII	\$70.00																	
Project Manager	ASCE VII	\$65.50							2										
Geotechnical Engineer	ASCE VI	\$50.00						4											
Senior Engineer	ASCE VI	\$58.50																	
Construction Supervisor	ASCE VI	\$55.00																	
Project Engineer	ASCE V	\$51.00																	
Engineer	ASCE IV	\$42.00																	
Environmental Engineer	ASCE IV	\$45.00																	
Design Engineer	ASCE III	\$34.50																	
Junior Engineer	ASCE II/I	\$28.50						8							2	2			
Senior Environmental Scientist	N/A	\$44.75																	
Senior Landscape Architect	N/A	\$65.00																	
Landscape Architect	N/A	\$38.00																	
Senior Engineering Technician	NICET III	\$33.00																	
Engineering Technician	NICET II	\$28.00																	
CADD Operator	NICET II	\$28.00																	
Technician	NICET I	\$24.00																	
Resident Engineer	NICET IV	\$47.00																	
Office Engineer/Sr. Inspector	NICET III	\$42.50																	
Construction Inspector	NICET III	\$40.00																	
Construction Inspector	NICET II	\$30.00																	
Construction Inspector	NICET I	\$25.75																	
Technical Typist	N/A	\$23.50																	
TOTAL HOURS			0	0	0	0	0	12	2	0	0	0	0	0	2	2	0	0	0

IN OVERHEAD

IN OVERHEAD

ASSUME NOT REQUIRED

ASSUME NOT REQUIRED

ASSUME PERFORMED BY CIV

GEYSER ROAD SAFE ROUTES TO SC  
 CITY OF SARATOGA SPRINGS  
 PIN 1759.59

EXHIBIT C  
 GREENMAN-PEDERSEN, INC  
 ----- STAFFING TABLE -----

JOB TITLE	2.06	2.07	2.08	3.01	3.02	3.03	3.04	3.05	3.06	3.07	4.01	4.02	4.03	4.04	4.05	4.06	5.01	5.02	5.03
Productive Principal																			
Project Director																			
Principal Engineer																			
Project Manager									2	2									
Geotechnical Engineer																			
Senior Engineer																			
Construction Supervisor																			
Project Engineer	1	2							2				2						
Engineer																			
Environmental Engineer																			
Design Engineer		16	4	16	1						1	1							
Junior Engineer		24	8	8	8				8	4					2				
Senior Environmental Scientist													16						
Senior Landscape Architect																			
Landscape Architect																			
Senior Engineering Technician																			
Engineering Technician																			
CADD Operator									4										
Technician																			
Resident Engineer																			
Office Engineer/Sr. Inspector																			
Construction Inspector																			
Construction Inspector																			
Construction Inspector																			
Technical Typist																			
TOTAL HOURS	0	0	0	1	42	12	24	1	16	6	1	1	18	0	4	0	0	0	0

GEYSER ROAD SAFE ROUTES TO SC  
CITY OF SARATOGA SPRINGS

PIN 1759.59

5/14/14

EXHIBIT C  
GREENMAN-PEDERSEN, INC  
----- STAFFING TABLE -----

JOB TITLE	6.01	6.02	6.03	6.04	6.05	7.01	7.02	7.03	8.01	9.00	TOTAL HOURS	HOURLY RATE	DIRECT WAGES
Productive Principal											0	\$92.00	\$0.00
Project Director											0	\$73.00	\$0.00
Principal Engineer											0	\$70.00	\$0.00
Project Manager	2	1	1			1	1				16	\$65.50	\$1,048.00
Geotechnical Engineer											0	\$50.00	\$0.00
Senior Engineer	16										16	\$58.50	\$936.00
Construction Supervisor											0	\$55.00	\$0.00
Project Engineer											9	\$51.00	\$459.00
Engineer											0	\$42.00	\$0.00
Environmental Engineer											0	\$45.00	\$0.00
Design Engineer	8	8	8				2				73	\$34.50	\$2,518.50
Junior Engineer		40	4			4	4				114	\$28.50	\$3,249.00
Senior Environmental Scientist											16	\$44.75	\$716.00
Senior Landscape Architect											0	\$65.00	\$0.00
Landscape Architect											0	\$38.00	\$0.00
Senior Engineering Technician											0	\$33.00	\$0.00
Engineering Technician	16										16	\$28.00	\$448.00
CADD Operator	24			8	2						38	\$28.00	\$1,064.00
Technician											0	\$24.00	\$0.00
Resident Engineer											0	\$47.00	\$0.00
Office Engineer/Sr. Inspector											0	\$42.50	\$0.00
Construction Inspector											0	\$40.00	\$0.00
Construction Inspector											0	\$30.00	\$0.00
Construction Inspector											0	\$25.75	\$0.00
Technical Typist											0	\$23.50	\$0.00
TOTAL HOURS	66	49	13	8	2	5	5	6	0	0	298		
												TOTAL DTL	\$10,438.50
												OVERHEAD AT 138%	\$ 14,405.13
												FIXED FEE AT 10%	\$ 2,484.36
												TOTAL DTL + OH & FEE	\$27,327.99

UNDER SEPARATE AGREEMENT



**GEYSER ROAD SAFE ROUTES TO SCHOOL**

**CITY OF SARATOGA SPRINGS**

**PIN 1759.59**

**EXHIBIT D**

**GREENMAN-PEDERSEN, INC.**

**----- SUMMARY -----**

**5/14/2014**

Item IA, Direct Technical Salaries (estimated) subject to audit		\$10,438.50
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)		
Item II, Direct Non-Salary Cost (estimated) subject to audit		\$599.75
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost) XXXX	\$	-
Item III, Overhead (138%)	\$	14,405
Item IV Fixed Fee (10%)	\$	2,484
Item II, Direct Non-Salary Cost subject to audit (Sub-Consultant Cost)	\$	-
<b>Total Estimated Cost</b>	<b>\$</b>	<b>27,928</b>
<b>MAXIMUM AMOUNT PAYABLE</b>	<b>\$</b>	<b>28,000</b>