

**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.

3.1 Cost Plus Fixed Fee Method			
	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 Agreement, 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 City. 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. 	<ul style="list-style-type: none"> 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. Not to exceed the maximum allowable hourly rates of pay described in Attachment "C" of this Agreement, all subject to audit. Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the City. 	<ul style="list-style-type: none"> 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". Bills are subject to approval of the City and City's Representative.
Item II	<ul style="list-style-type: none"> Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Agreement; all subject to audit. 	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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. 	<ul style="list-style-type: none"> Salvage value 	
	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT	INTERIM PAYMENTS

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

		OR PERCENTAGE	
Item IV	<ul style="list-style-type: none"> 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 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. 	<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 <u>100 %</u>, in all events not to exceed <u>100%</u>, 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 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. 	<ul style="list-style-type: none"> A negotiated Lump Sum Fixed Fee which in this Agreement for GPI shall equal <u>\$ 1,265.</u> 	
Item VI	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"> Maximum Amount Payable under this Method shall be <u>\$ 17,000</u> 	

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

City of Saratoga Springs By: _____ Date: _____	Greenman-Pedersen, Inc. 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:

Construction Support and Inspection Services 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>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:</p>

<p>\$ <u>17,000</u></p>

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

**SCOPE OF SERVICES – CONSTRUCTION
TASKS 8 AND 9**

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 construction support and inspection (Phases 8 and 9). Design Services (Phases 1 to 7) 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 (under separate contract)
- Section 3 - Preliminary Design (under separate contract)
- Section 4 – Environmental (under separate contract)
- Section 5 - Right-of-Way (Assumed to not be required)
- Section 6 - Detailed Design (under separate contract)
- Section 7 – Advertising, Bid Opening & Award (under separate contract)
- 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 **City** with the reports, plans, estimates and other data specifically described in Sections 1, 8, 9, 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 (Under Separate Contract)

SECTION 3 – PRELIMINARY DESIGN (Under Separate Contract)

SECTION 4 – ENVIRONMENTAL (Under Separate Contract)

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 (Under Separate Contract)

SECTION 7 – ADVERTISEMENT, BID OPENING AND AWARD (Under Separate Contract)

SECTION 8 – CONSTRUCTION SUPPORT

8.01 Construction Support

The **Consultant** will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

Work under this section will always be in response to a specific assignment from the **City** under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **City** or the construction contractor.
- The **Consultant** will interpret and clarify design concepts, plans and specifications.
- The **Consultant** will review and approve shop drawings for construction.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

SECTION 9 – CONSTRUCTION INSPECTION

9.01 Equipment

The **Contractor** will furnish office space and basic office furnishings for the **Consultant**, as part of the contract.

The **Consultant** will furnish all other office, field and field laboratory supplies and equipment required to properly perform the inspection services listed below.

9.02 Inspection

The **Consultant** must provide, to the satisfaction of the **City**, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The **Consultant** must assume responsibility, as appropriate, for the administration of the contract including maintaining project records and processing payments. This will include:

- Preparing the contracts and schedule, coordinate and attend preconstruction/construction progress meetings;
- Reviewing all contractor submittals as necessary;
- Assist the Contractor as required with contacting and coordinating all utility relocations; perform part-time on-site construction inspections to determine conformance with the contract documents and to ensure quality workmanship. It is assumed that this project will require one (1) full time NICET Level III inspector for the two (2) month construction period, which is assumed to be from May 2015 through June 2015. This inspection level effort is assumed to be part time at an estimated (18 hours) a week;
- Maintain and provide the **City** with a copy of written field inspection reports for all field visits and inspections;
- Maintain and provide the **City** with a copy of written preconstruction and progress meeting minutes;
- Digitally photograph the entire construction progress and provide the **City** with a digital diary of the project on a CD;
- Review, verify and approve contractor's monthly estimates and forward to the **City** for payment;
- Review, recommend and prepare contractor change order requests;
- Prepare record plans. Submit two (2) full size and two (2) half size 11"x17" copies to the **City**;
- Submit record drawings in digital format on a CD in Bentley Microstation Select Series 2 and in .pdf format;
- Submit record specifications in both hard and digital format on a CD in both Microsoft Word and .pdf. formats, Windows Compatible;
- Complete and submit to the **City** all required project close-out documents, including but not limited to shop drawings and material/field testing reports;
- Furnish the **City** with a final 11"x14" glossy project photo, matted and framed to a standard size of 14"x18". The final framed photo is to include the following information:
 - Project Name
 - Project Location
 - Consultant Name
 - Contractor Name
 - Owner Name
 - Year of Project Completion

9.03 City Project Manager

The **City's** Project Manager for this contract is **Kate Maynard**, who can be reached at **(518) 587-3550 x2517**. The Project Manager will be the **City's** official representative on the contract and the **Consultant** must report to and be directly responsible to said Project Manager.

9.04 Ethics

Prior to the start of work, the **Consultant** will submit to the **City** a statement regarding conflicts of interest.

9.05 Health and Safety Requirements

The **Consultant** must provide all necessary health and safety related training, supervision, equipment and programs for their inspection staff assigned to the project.

9.06 Staff Qualifications and Training

The **Consultant** must provide sufficient trained personnel to adequately and competently perform the requirements of this agreement.

9.07 Scope of Services/Performance Requirements

- Quality

The Consultant will enforce the specifications and identify in a timely manner to the **City** local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.

- Record Keeping & Payments to the Contractor
 1. All records must be kept in accordance with the requirements of NYSDOT, FHWA and the **City**. The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare weekly inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract.
 2. Any record plans, engineering data, survey notes or other data provided by the **City** should be returned to the **City** at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the **Consultant** will bear the endorsement of the **Consultant**. Any documents that require an appropriate review and approval of a Professional Engineer (P. E.) licensed and registered to practice in New York State must be signed by the P.E.
 3. Unless otherwise modified by this agreement, the **Consultant** will check, and when acceptable, approve all shop drawings.
 4. The **Consultant** must submit the final estimate of the contract to the **City** within four (4) weeks after the date of acceptance of the contract. All project records must be

cataloged, indexed, packaged, and delivered to the **City** within five (5) weeks after the date of the acceptance of the contract.

- Health & Safety/Maintenance and Protection of Traffic
- 1. The **Consultant** must ensure that all inspection staff assigned to the project are knowledgeable concerning the health and safety requirements of the contract per **City** policy, procedures and specifications and adhere to all standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety, and to ensure they are prepared to recognize and address any contractor oversight or disregard of project safety requirements.
- 2. The **Consultant** is responsible for monitoring the Contractor's and Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of the contract.

- Monitoring Equal Opportunity/Labor Requirements

The **Consultant** must assign to one individual the responsibility of monitoring the Contractor's adherence to Equal Opportunity and Labor requirements contained in the contract. The Consultant, when monitoring the Contractor's Equal Opportunity and Labor compliance, will utilize the guidance contained in the contract, standard specifications and the **City's** policies.

SECTION 10 – ESTIMATING & ADDITIONAL TECHNICAL ASSUMPTIONS

10.01 ESTIMATING ASSUMPTIONS

The following additional assumptions have been made for estimating purposes:

Section 9 Estimate construction will begin in May 2015 and will be completed by June 2015.

Estimate 1 NICET III inspector will be required part time for 2 months.

10.02 ADDITIONAL TECHNICAL ASSUMPTIONS

- Inspection effort is assumed part time at (18 hours) a week.

**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

5/14/2014

EXHIBIT B, Page 1

GREENMAN-PEDERSEN, INC.

----- ESTIMATE OF DIRECT NON-SALARY COSTS -----

1. REPRODUCTION

Item	# Sets	Units/Set	# Units	Cost/Unit	Cost
Draft DAD			0	\$0.10	\$0.00
Final DAD			0	\$0.10	\$0.00
Xerox-Working			0	\$0.10	\$0.00
Bid Documents			0	\$0.10	\$0.00
Prints/Plots-Half Size			0	\$0.10	\$0.00
Prints/Plots-Full Size			0	\$2.50	\$0.00
Color Copies (Info Meetings)			0	\$2.50	\$0.00
Exhibits			0	\$2.50	\$0.00

			1. TOTAL		\$0.00

2. MILEAGE, TOLLS & PARKING

Destination	# Trips	Miles/Trip	Miles	Cost/Mile	Cost
Proj Site			0	\$0.500	\$0.00
Municipality			0	\$0.500	\$0.00
On Site Milage CI	45	2	90	\$0.500	\$45.00
NYS DOT Region 1			0	\$0.500	\$0.00
mileage rate shall not exceed the federal reimbursement rate.					

			2. TOTAL		\$45.00

3. SHIPPING

	# Packages	Cost/Package	Cost	
Postage		\$0.49	\$0.00	
Overnight Delivery		\$10.00	\$0.00	

			3. TOTAL	\$0.00

4. SUBSURFACE INVESTIGATIONS

	Number	Unit Cost	Cost	

			4. TOTAL	\$0.00

5. PROPERTY ACQUISITIONS

	# Parcels	Unit Cost	Cost	
Appraisal	0	\$0.00	\$0.00	

			5. TOTAL	\$0.00

6. OWNER'S PROTECTIVE INSURANCE

			6. TOTAL	\$0.00
--	--	--	----------	--------

7. MISCELLANEOUS (CI TESTING)

		Cost		
Concrete Field Testing	1	\$1,500.00	\$1,500.00	
Soil/Asphalt Compaction Testing	1	\$1,500.00	\$1,500.00	

			7. TOTAL	\$3,000.00

			GRAND TOTAL	\$3,045.00
				=====

GEYSER ROAD SAFE ROUTES TO SCHOOL
CITY OF SARATOGA SPRINGS

PIN 1759.59

5/14/14

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

JOB TITLE	GRADE	RATE	8-01	9-00	TOTAL HOURS	HOURLY RATE	DIRECT WAGES
Productive Principal	ASCE IX	\$92.00			0	\$92.00	\$0.00
Project Director	ASCE VIII	\$73.00			0	\$73.00	\$0.00
Principal Engineer	ASCE VII	\$70.00			0	\$70.00	\$0.00
Project Manager	ASCE VII	\$65.50			0	\$65.50	\$0.00
Geotechnical Engineer	ASCE VI	\$50.00			0	\$50.00	\$0.00
Senior Engineer	ASCE VI	\$58.50			0	\$58.50	\$0.00
Construction Supervisor	ASCE VI	\$55.00			0	\$55.00	\$0.00
Project Engineer	ASCE V	\$51.00			0	\$51.00	\$0.00
Engineer	ASCE IV	\$42.00			0	\$42.00	\$0.00
Environmental Engineer	ASCE IV	\$45.00			0	\$45.00	\$0.00
Design Engineer	ASCE III	\$34.50	6		6	\$34.50	\$207.00
Junior Engineer	ASCE II/I	\$28.50			0	\$28.50	\$0.00
Senior Environmental Scientist	N/A	\$44.75			0	\$44.75	\$0.00
Senior Landscape Architect	N/A	\$65.00			0	\$65.00	\$0.00
Landscape Architect	N/A	\$38.00			0	\$38.00	\$0.00
Senior Engineering Technician	NICET III	\$33.00			0	\$33.00	\$0.00
Engineering Technician	NICET II	\$28.00			0	\$28.00	\$0.00
CADD Operator	NICET II	\$28.00			0	\$28.00	\$0.00
Technician	NICET I	\$24.00			0	\$24.00	\$0.00
Resident Engineer	NICET IV	\$47.00			0	\$47.00	\$0.00
Office Engineer/Sr. Inspector	NICET III	\$42.50		144	144	\$42.50	\$6,120.00
Construction Inspector	NICET III	\$40.00			0	\$40.00	\$0.00
Construction Inspector	NICET II	\$30.00			0	\$30.00	\$0.00
Construction Inspector	NICET I	\$25.75			0	\$25.75	\$0.00
Technical Typist	N/A	\$23.50			0	\$23.50	\$0.00
TOTAL HOURS			6	144	150		
						TOTAL DTL	\$6,327.00
						OVERHEAD AT 100%	\$ 6,327.00
						FIXED FEE AT 10%	\$ 1,265.40
						TOTAL DTL + OH & FEE	\$13,919.40

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		\$6,327.00
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)		
Item II, Direct Non-Salary Cost (estimated) subject to audit		\$3,045.00
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost) XXXX	\$	-
Item III, Overhead (100%)	\$	6,327
Item IV Fixed Fee (10%)	\$	1,265
Item II, Direct Non-Salary Cost subject to audit (Sub-Consultant Cost) XXXX	\$	-
Total Estimated Cost	\$	16,964
MAXIMUM AMOUNT PAYABLE	\$	17,000