

DESIGN ENGINEERING SERVICES AGREEMENT

This Design Engineering Services Agreement (“Agreement”) effective this _____, 2017, is by and between Montgomery County, a Municipality (“Client”), and AECOM USA, Inc., a New York corporation, (“AECOM”); each also referred to individually as (“Party”) and collectively as (“Parties”).

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

1.1 AECOM shall perform the services set forth in **EXHIBIT A** (“Services”), incorporated herein by reference.

1.2 AECOM will provide the work products (“Deliverables”) in accordance with the schedule (“Project Schedule”), if applicable, as set forth in **EXHIBIT A**.

2. TERM OF AGREEMENT Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article 23, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

3. COMPENSATION AND PAYMENT AECOM shall be paid for the performance of the Services in accordance with **EXHIBIT B** (“Compensation and Payment”), incorporated herein by reference.

4. NOTICE All notices, requests, claims, demands and other official communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

TO CLIENT:

Montgomery County Department of Public Works
6 Park Street, PO Box 1500, Fonda New York 12068
Attn: Mr. Paul Clayburn]

TO AECOM:

40 British American Blvd., 1st Floor
Latham, NY 12110
Attn: Edwin K. Twiss, Jr., [Project Manager]

Claims-related notices shall be copied to:
Chief Counsel, Americas Design and Consulting Services
515 South Flower Street, Suite 1050
Los Angeles, CA 90071

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver.

5. AECOM'S RESPONSIBILITIES

5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same location under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after AECOM's completion or termination of the Services. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.

5.2 AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule.

5.3 AECOM shall be responsible for its performance and that of AECOM's lower-tier subconsultants and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) for the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) for placing into operation any plant or equipment; or (vi) for Contractors' failure to perform the work in accordance with any applicable construction contract. AECOM shall not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client, Contractors or others at project site ("Project Site") other than AECOM's employees, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project.

5.5 AECOM shall bear no responsibility for the construction work to be performed ("Work"), including without limitation, (i) the construction means, methods, techniques, sequences, or procedures; (ii) the direction of construction personnel; (iii) selection of construction equipment; (iv) the allocation of space where the Work is being performed ("Project Site"); (v) placing into operation any plant or equipment; or (vi) quality control of the Work. In addition, AECOM shall not be responsible for and shall have no authority to exercise any control over Owner's employees, contractors, consultant and vendors, or their respective officers, directors, employees, representatives, lower-tier subcontractors, agents or invitees ("Construction Team").

5.6 AECOM shall not be responsible for construction observation or for reporting or correcting health or safety conditions or deficiencies relating to the Work or for the conditions at the Project Site. However, so as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does observe potential health or safety issues, AECOM may bring such health and safety issues to the attention of Owner and, where appropriate, may bring such observations to the attention of the Construction Team. In the event that AECOM makes such observations, reports, suggestions or otherwise brings attention to the potential health and safety issue, AECOM shall have no authority to stop the performance of the Work and shall bear no liability or assume any affirmative duty relating to such health and safety issue.

5.7 In the event that the Services include construction observation or similar field services, AECOM's responsibility shall be limited to determining general conformance with AECOM's design. Visits by AECOM to the Project Site and observations made by AECOM shall not relieve the Construction Team of its obligation to conduct comprehensive inspections of the Work sufficient to ensure conformance with the intent of the construction contract documents, and shall not relieve the Construction Team of its responsibility for means, methods, techniques, sequences and procedures necessary for coordinating and completing all portions of the Work and for all safety precautions incidental thereto.

5.8 Any opinions of probable construction costs provided by AECOM represent AECOM's good faith professional judgment in light of its experience, knowledge and the information reasonably available to AECOM at the time of preparation of the opinion. However, since AECOM has no control over the market, economic conditions or the bidding procedures, AECOM, its directors, officers and employees and subconsultants do not make any guarantees or warranties whatsoever, whether express or implied, with respect to such opinions and accept no responsibility for any loss or damage arising therefrom or in any way related thereto. Third parties relying on such opinions do so at their own sole risk.

6. CLIENT'S RESPONSIBILITIES

6.1 Client shall provide in writing any specific Client requirements or criteria for the Project.

6.2 Client shall furnish to AECOM all information and technical data in Client's possession or control reasonably required for the proper performance of the Services. AECOM shall be entitled to reasonably rely without independent verification upon the information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM is expressly required as a defined part of the Services.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

7. INDEPENDENT CONTRACTOR Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.

8. CONFIDENTIALITY

8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be reproduced, transmitted, disclosed or used by AECOM without the consent of Client, except in the proper performance of the Services, for a period of 5 years following completion or termination of this Agreement.

8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Client and not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) to the extent such Confidential Information is required by Law to be disclosed to any governmental agency or authority; provided that before making such disclosure, AECOM shall promptly provide Client with written notice of such requirement and a reasonable opportunity for Client to object to the disclosure or to take action at Client deems appropriate to maintain the confidentiality of the Confidential Information.

8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall be entitled to retain a copy of such Confidential Information relating to the Services or this Agreement for its archives, subject to AECOM's continued compliance with this Article 8.

9. DATA RIGHTS

9.1 All Deliverables set forth in **Exhibit A** shall become the property of Client upon proper payment for the Services. AECOM shall bear no liability or responsibility for Deliverables that have been modified post-delivery or used for a purpose other than that for which it was prepared under this Agreement.

9.2 Notwithstanding Section 9.1 above, AECOM's proprietary information, including without limitation, work papers, drawings, specifications, processes, procedures, software, interim or draft documents, methodologies, know-how, software and other instruments of service belonging to or licensed by AECOM and used to develop the Work Product ("AECOM Data"), shall remain the sole property of AECOM. To the extent the Deliverables contain or require the use of AECOM Data, AECOM hereby grants to Client, upon proper payment for the Services, a non-exclusive, non-transferable and royalty-free license to use such AECOM Data solely for the purposes for which the Deliverables were developed.

9.3 Nothing in this Article shall be construed to prohibit AECOM from using skills, knowledge or experience gained by AECOM in the performance of the Services for other purposes, provided that AECOM does not use Client's Confidential Information.

10. RECORD DRAWINGS Owner shall direct the Construction Team to provide AECOM with updated red-line documentation which accurately and completely reflects any changes between the original design and the final construction. Record drawings to be delivered by AECOM to Owner as a part of the Services ("Record Drawings") reflect the design provided by AECOM as modified by such updated information. Consistent with AECOM's defined Services, AECOM shall not have an obligation to independently validate such information related to the actual construction. AECOM makes no warranty or guarantee with regard to the accuracy or completeness of the information provided by the Construction Team and third parties and shall bear no responsibility for any errors or omissions arising from or related to any defects or deficiencies in such information.

11. ELECTRONIC FILES

11.1 Electronic files to be delivered under this Agreement contain information to be used for the production of contract documents for the Project and are provided solely as an accommodation to Owner. The official Contract Documents of Record ("Contract Documents") are those documents produced by AECOM which bear seals and/or signatures. Unless otherwise expressly set forth in the Services, the electronic files delivered under this Agreement are not Contract Documents.

11.2 The electronic files were created to supplement the official Contract Documents. Due to the possibility that files of this nature can be modified, either unintentionally or otherwise; or that the information contained in these files can be used in a manner for which they were not originally intended; or that electronic data may be corrupted by electronic transmission, AECOM makes no representation that the files, after delivery, will remain an accurate representation of the source data in AECOM's possession, or are suitable for any other purpose or use.

11.3 All indications of AECOM's and AECOM's subconsultants' involvement, including but not limited to seals and signatures, shall be removed from each electronic display and shall not be included in any prints produced therefrom.

11.4 Owner understands and agrees that the right to use the electronic files provided under this Agreement is specifically limited to the Project and is conditioned upon proper payment for such use.

11.5 If a third-party license is required to access or use electronic files, Owner acknowledges its responsibility at its own expense to obtain all applicable hardware and software needed to legally access the electronic files.

12. CERTIFICATION

12.1 For purposes of this Agreement, "certification" means to state or declare a professional opinion based on the standard of performance set forth in Section 5.1 above.

12.2 AECOM shall not be required to execute certificates that would (i) result in AECOM having to certify, guarantee or warrant the existence of conditions whose existence AECOM cannot reasonably ascertain under the existing Services; (ii) require knowledge, services or responsibilities beyond the Services; or (iii) may, in AECOM's reasonable judgment, require AECOM to make a certification that would not normally be covered by AECOM's professional or other liability insurance. In addition, Owner agrees not to make resolution of any dispute with AECOM or payment of any amount due to AECOM in any way contingent upon AECOM executing such certificates.

12.3 A professional's certification in no way relieves other parties from meeting their respective requirements imposed by contract or other means, including commonly accepted industry standards and practices. If required as a part of its Services, AECOM will provide a written report stating whether, in AECOM's professional opinion and based on periodic site visits, the construction work complies generally with the Contract Documents.

13. CHANGED SITE CONDITIONS - The unexpected discovery of hazardous materials, hazardous wastes, pollutants, contaminants or concealed obstructions or utilities that could not reasonably have been anticipated from information reasonably available to AECOM may constitute a changed site condition. To the extent that such changed site condition materially increases the health and safety risks associated with the Services or requires AECOM to perform services materially different or materially in excess from those set forth in the Services, AECOM may, at its sole discretion, elect to suspend and/or terminate the related Services and shall be paid for the related Services up through the date of such termination. To the extent that the changed site conditions materially impact the cost, level of effort or schedule of the Services, an equitable adjustment shall be made to the Services.

14. MATERIALS AND SAMPLES - Any items, substances, materials or samples removed from the site for testing, analysis, or other evaluation will be returned to the Project Site unless otherwise agreed to by the Parties in writing. Owner recognizes and agrees that AECOM is acting as a bailee and at no time assumes title to said items, substances, materials or samples.

15. COMPLIANCE The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").

16. FORCE MAJEURE Neither Party shall be responsible for a delay in its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, acts of governmental agencies or authorities, discovery of Hazardous Materials or differing and unforeseeable site conditions, or other events beyond the reasonable control of the claiming Party. AECOM shall be entitled to an equitable adjustment to the Project Schedule in the foregoing circumstances.

17. INSURANCE

17.1 AECOM will maintain the following insurance coverages and amounts:

- 17.1.1 Workers Compensation insurance as required by Law;
- 17.1.2 Employer's Liability insurance with coverage of \$1,000,000 each accident/employee.
- 17.1.3 Commercial General Liability insurance with coverage of \$2,000,000 per occurrence/aggregate;
- 17.1.4 Automobile Liability insurance with coverage of \$1,000,000 combined single limit; and
- 17.1.5 Professional Liability insurance with coverage of \$2,000,000 per claim/aggregate.

18. INDEMNITY

18.1 AECOM agrees to indemnify Client, its officers, directors and employees, from loss or damage for bodily injury or property damage ("Claims"), to the extent caused by AECOM's negligence or willful misconduct.

18.2 If the Services include AECOM's performance during the construction phase of the Project, Client shall require Client's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity that the Contractors are required to provide to Client relating to their work.

19. CONSEQUENTIAL DAMAGES WAIVER IN NO EVENT SHALL EITHER PARTY, THEIR PARENTS, AFFILIATES, SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. RISK ALLOCATION AND RESTRICTION OF REMEDIES THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED THE ACTUAL PAID COMPENSATION FOR THE SERVICES. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

21. DISPUTES RESOLUTION

21.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy ("Claim") and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the Claim.

21.2 If the Parties cannot resolve the dispute through negotiation, either Party may refer the Claim to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve such Claim. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any panel proceeding or other settlement negotiations shall be deemed to be a party

admission. If the representatives are unable to resolve the dispute within 3 weeks, either Party may pursue its respective legal and equitable remedies.

21.3 Owner shall make no Claim for professional negligence, either directly or in a third-party claim, against AECOM unless Owner has first provided AECOM with a written certification executed by an independent design professional currently practicing in the same discipline as the Services and licensed in the state in which the Project is located. This certification shall (i) contain the name and license number of the certifier; (ii) specify each and every act or omission that the certifier contends is a violation of the standard of care set forth in Article 5; and (iii) states in detail the basis for the certifier's opinion that each such alleged act or omission constitutes a violation of Article 5 of this Agreement.

22. GOVERNING LAW This Agreement shall be governed by and interpreted under the laws of the State of California, excluding the conflict of law provisions.

23. TERMINATION

23.1 This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. On termination, AECOM will be paid for all Services performed up through the termination date.

23.2 This Agreement may be terminated for cause by the non-defaulting Party if the defaulting Party fails substantially to perform its obligations under this Agreement and does not commence correction of such non-performance within 5 business days of receipt of written notice and then diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

24. ASSIGNMENT

24.1 Neither Party may assign this Agreement without the written consent of the other Party.

24.2 Notwithstanding Section 24.1 above, the Parties recognize that AECOM has affiliated companies who have specialize expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled without additional consent to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client; provided, however, that AECOM shall remain liable for the performance, obligations and responsibilities of such Affiliates under this Agreement.

25. PARTIES IN INTEREST Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

26. WAIVER Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

27. SEVERABILITY AND SURVIVAL The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provisions were omitted. Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 10 (Record Drawings), 11 (Electronic Records), 12 (Certification), 14 (Materials and Samples), 17 (Insurance), 18 (Indemnity), 19 (Consequential Damages Waiver), 20 (Risk Allocation), 21 (Disputes Resolution), 22 (Governing Law), 24 (Assignment), 25 (Parties in Interest) and 27 (Severability and Survival) shall survive termination of this Agreement.

28. PREPARATION OF AGREEMENT Each Party has had the opportunity to avail itself of legal advice and counsel. Neither Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration,

such court or panel shall not construe this Agreement, or any portion hereof, against either Party as the drafter of this Agreement.

29. SIGNATURES Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

30. ORDER OF PRECEDENCE

EXHIBIT C	Change Orders
Consulting Services Agreement	Article 31
Consulting Services Agreement	Articles 1 through 30 and 32
EXHIBIT B	Compensation and Payment
EXHIBIT A	Services
Other contract documents	

31. SPECIAL TERMS AND CONDITIONS

Federal-Aid Requirements for Architectural/Engineering Consultant Supplement (5 pages) have been included herein after Article 32

32. ENTIRE AGREEMENT This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties. The attached **EXHIBIT C** ("Change Order"), incorporated herein by reference, is the preferred form for such use.

AECOM USA, Inc.

CLIENT: Montgomery County

Signature

Signature

Thomas J. Cascino, P.E.

Printed Name

Vice President

Printed Title

Address
40 British American Blvd., 1st Floor
Latham, NY 12110

Address

(End of page)

Federal-Aid Requirements for Architectural/ Engineering Consultant Supplement

ARTICLE A. DOCUMENTS FORMING THIS AGREEMENT

The contract must include the documents forming the contract between the Sponsor and the Consultant. The following will be included in the contract:

- Agreement Form - "Municipal Consultant Contract";
- Project Description and Funding;
- Scope of Services;
- As applicable, Staffing Rates, Hours, Reimbursables and Fee;
- Federal-Aid Requirements for Architectural/Engineering Consultant Supplement.

ARTICLE B. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the Sponsor shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based the methods designated and described in this contract. Compensation methods must be clearly documented in the contract. Compensation methods available are Cost Plus Fixed Fee Method, Specific Hourly Rate Method, and Lump Sum Cost Plus Reimbursables Method.

ARTICLE C. INSPECTION

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

ARTICLE D. EXTRA WORK

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

ARTICLE E. WORKER'S COMPENSATION AND LIABILITY INSURANCE

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

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

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

ARTICLE F. RECORDS RETENTION

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

ARTICLE G. COVENANT AGAINST CONTINGENT FEES

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

ARTICLE H. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the Sponsor a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE I. CERTIFICATION REQUIRED BY 49 CFR, PART 29

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

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

ARTICLE J. CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

The CONSULTANT agrees to comply with all applicable Federal, State and Sponsor Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and Title VI of the Civil Rights Act of 1964, as amended, and any other State and Federal Statutory and constitutional non-discrimination provision, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. CONSULTANT is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE L. CERTIFICATION REQUIRED BY 40 CFR 111506.5(c)

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

- a. an existing contract for the PROJECTs ROW incidental work or construction engineering; or
- b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

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

ARTICLE M. WAGE AND HOURS PROVISIONS

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

ARTICLE N. INTERNATIONAL BOYCOTT PROHIBITION

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

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

EXHIBIT A

SERVICES

Services:

Services will be provided in accordance with the Scope of Services/Proposal for Preliminary and Final Design Services for PIN 2754.26 dated June, 2017 included herein.

Schedule:

Final Plans, Specification and Estimate (PS&E) submission is scheduled for September, 2018.

Deliverables:

Deliverables will be provided in accordance with the Scope of Services/Proposal for Preliminary and Final Design Services for PIN 2754.26 dated June, 2017 included herein.

AECOM Project Manager

Name	Edwin K. Twiss, Jr., P.E.
Title	Project Manager
Phone Number	(518)951-2314
Email Address	Edwin.Twiss@aecom.com

Client Project Manager

Name	Paul Clayburn
Title	Project Coordinator
Phone Number	(518) 853-3814
Email Address	pclayburn@co.montgomery.ny.us

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**MONTGOMERY COUNTY
DEPARTMENT OF PUBLIC WORKS**

**SCOPE OF SERVICES PROPOSAL FOR
PRELIMINARY AND FINAL DESIGN SERVICES**

**CR 160 / Burtonville Road Spur over
Tributary of the Schoharie Creek
BIN 3310140
PIN 2754.26**

**TOWN OF CHARLESTON
MONTGOMERY COUNTY, NEW YORK**



JUNE, 2017



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Scope of Services/Proposal

PIN – 2754.26

CR160/Burtonville Road Spur over Tributary of the Schoharie Creek Bridge Replacement

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AECOM Technical Assumptions and Staffing Effort		Exhibit A
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Summary		Exhibit C

Section 1 - General

1.01 Project Description and Location

This project is known as: **CR160/Burtonville Road Spur over Tributary of the Schoharie Creek**

PIN: 2754.26

Project Description: Bridge Replacement

Project Limits: From approximately 200' east of the bridge to approximately 200' on Burtonville Road (North & West) and Colyer Road (South) past the intersection west of the bridge in the Town of Charleston.

Municipality(ies): Town of Charleston
County: Montgomery 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

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

Mr. Paul H. Clayburn, Montgomery County Department of Public Works
6 Park Street, P.O. Box 1500
Fonda, NY 12068

The Contract Administrator should receive copies of all project correspondence as directed by the **Municipality**.

1.03 Project Classification

This project is assumed to be a Class (II) action under USDOT Regulations, 23 CFR 771.

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be Type II.

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 2	Data Collection & Analysis
Section 3	Preliminary Design
Section 4	Environmental
Section 5	Right-of-Way

Section 6	Detailed Design
Section 7	Advertising, Bid Opening and Award
Section 8	Construction Support
Section 9	Construction Inspection
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Municipality** with reports, plans, estimates, and other data specifically described in Sections 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10.

1.05 Project Familiarization

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

- approved project initiation document (Initial Project Proposal or similar documentation) indicating project type, project location, cost estimate, schedule, and fund source(s).
- transportation needs.
- plans for future related transportation improvements or development in the area of the project.
- traffic data.
- accident records and history.
- most recent bridge inspection and condition report, NYSDOT weighted-average bridge condition rating, FHWA sufficiency rating, and NYSDOT Bridge Management System rating.
- record as-built plans.
- pavement history.
- anticipated permits and approvals (initial determination).
- terrain data requirements for design.
- available project studies and reports.
- other relevant documents pertaining to the project.

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

1.06 Meetings

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

- present, discuss, and receive direction on the progress and scheduling of work in this agreement.
- present, discuss, and receive direction on project specifics.
- discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.

- preview visual aids for public meetings.
- manage subconsultants and subcontractors.

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

1.07 Cost and Progress Reporting

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

1.08 Policy and Procedures

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

1.09 Specifications

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

1.10 Subconsultants

The **Consultant** will be responsible for:

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

1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the Locally Administered Federal Aid Procedures Manual.

Section 2 - Data Collection & Analysis

2.01 Design Survey

A. Ground Survey

The **Consultant** will provide terrain data required for design by means of a topographic field survey.

Photogrammetric Survey

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C. Stream Survey

The **Consultant** will perform field survey necessary to provide stream cross-sections for the hydraulic analysis of the **Tributary and Main Channel of the Schoharie Creek**.

D. Survey of Wetland Boundaries

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

E. Supplemental Survey

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

F. Standards

Survey will be done in accordance with the standards set forth in the Locally Administered Federal Aid Procedures Manual.

2.02 Design Mapping

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

1. 1" = 20' scale mapping with 2 foot contour intervals.

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

2.03 Determination of Existing Conditions

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

2.04 Accident Data and Analysis

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

The **Consultant** will prepare collision diagrams and associated summary sheets, and note any clusters of accidents or patterns implying inadequate geometrics, or other safety problems, within the project limits.

2.05 Traffic Counts

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

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

2.06 Capacity Analysis

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

- existing level of service.
- design year level of service.
- estimates of the duration of the poor level of service where it occurs during commuter travel periods.

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

- existing traffic conditions.
- design year traffic for the null alternative.

2.07 Future Plans for Roadway and Coordination with Other Projects

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

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

2.08 Soil Investigations

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2.09 Hydraulic Analysis

The **Consultant** will perform a hydraulic analysis in accordance with the principles outlined in the Locally Administered Federal Aid Procedures Manual.

2.10 Bridges to be Rehabilitated

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2.11 Pavement Evaluation

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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 Locally Administered Federal Aid Procedures Manual.

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

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

3.02 Development of Alternatives

A. Selection of Design Alternative(s)

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

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

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

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

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

B. Detailed Evaluations of Alternative(s)

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

- design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the Locally Administered Federal Aid Procedures Manual.
- environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks).
- traffic flow and safety considerations, including signs, signals, and level of service analysis for intersections.
- pavement.
- structures, including bridges, retaining walls, major culverts, and building alterations (limited to establishing basic concepts, accommodating clearances and stream flow, and estimating costs). Bridge investigative work (inspection, deck coring, etc.) is covered under Section 2.
- drainage.
- maintenance responsibility.
- maintenance and protection of traffic during construction.
- soil and foundation considerations.
- utilities.
- railroads.
- right-of-way acquisition requirements.
- conceptual landscaping
- accessibility for pedestrians, bicyclists and the disabled.
- lighting.
- construction cost factors.

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

- 1" = 20' scale plans showing (as a minimum) stationed centerlines; roadway geometrics; major drainage features; construction limits; cut and fill limits; and proposed right-of-way acquisition lines.
- profiles, at a scale of 1" = 20' horizontal and 1" = 5' (maximum) vertical, showing (as a minimum) the vertical datum reference; significant elevations; existing ground line; theoretical grade line; grades; vertical curve data including sight distances; critical clearances at structures; centerline stations and equalities; construction limits; and superelevation data.
- typical sections showing (as a minimum) lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes.

3.03 Cost Estimates

The **Consultant** will develop, provide and maintain a cost estimate for each design alternative.

The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes.

3.04 Preparation of Draft Design Approval Document

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

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

The **Consultant** will prepare a Draft DAD, which will include the results of analyses and/or studies performed in other Sections of this document. The DAD will be formatted as specified in the Locally Administered Federal Aid Procedures Manual.

The **Consultant** will submit three (3) copies of the Draft DAD to the **Municipality** for review. The **Municipality** will review the Draft DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Draft DAD to incorporate the comments.

3.05 Advisory Agency Review

The **Consultant** will provide the **Municipality** with five (5) copies of the signed Draft DAD for distribution to advisory agencies if required.

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

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

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

A. Public Information Meeting(s)

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

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

B. Public Hearing(s) INTENTIONALLY LEFT BLANK

3.07 Preparation of Final Design Approval Document

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

The **Consultant** will prepare the Design Recommendation, and will modify the DAD to include the Design Recommendation, retitle the DAD in accordance with the Locally Administered Federal Aid Procedures Manual, and update existing conditions and costs as necessary. The **Consultant** will incorporate changes resulting from the advisory agency review and all public information meetings and public hearings.

The **Consultant** will submit three (3) copies of the Final DAD to the **Municipality** for review. The **Municipality** will review the Final DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Final DAD to incorporate the comments.

The **Municipality** will submit five (5) copies of the Final DAD to the NYSDOT for a Final Environmental Determination. The NYSDOT will make the determination or obtain FHWA's determination. If necessary, the NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review.

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

Section 4 - Environmental

4.01 NEPA Classification

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

If the project is assumed to be a Class II action, then the **Consultant** will complete the NEPA Checklist, and forward the completed checklist to the **Municipality** for forwarding to the NYSDOT (with the Final DAD) for a final NEPA determination. The NEPA Checklist need not be completed for projects assumed to be Class I or III actions.

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

4.02 SEQRA Classification

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

- drafting letters to involved agencies to determine the lead agency.
- drafting Environmental Assessment Form(s).
- drafting a negative declaration.
- drafting a positive declaration.
- drafting notices.

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

4.03 Screenings and Preliminary Investigations

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

1. General Ecology and Endangered Species
2. Ground Water
3. Surface Water
4. State Wetlands
5. Federal Jurisdictional Wetlands
6. Floodplains
7. Coastal Zone Management – N/A
8. Navigable Waterways
9. Historic Resources – Coordination with NYSDOT Cultural Resources
10. Parks
11. Hazardous Waste
12. Asbestos
13. Noise
14. Air Quality

15. Energy
16. Farmlands – N/A
17. Visual Impacts
18. Critical Environmental Areas – N/A

Work will be performed, as detailed in the NYSDOT Locally Administered Federal Aid Procedures Manual, to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.

4.04 Detailed Studies and Analyses

Based on the work performed in Section 4.03, the **Consultant** will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the **Municipality** must concur with the **Consultant's** determination and a supplemental agreement executed prior to any work being initiated under this task.

Detailed study or analysis work will be performed and documented as detailed in the NYSDOT Locally Administered Federal Aid Procedures Manual. Results of the detailed study or analysis will be summarized in the appropriate section of the DAD.

Detailed study or analysis will be done for:

- A. General Ecology and Endangered Species
- B. Ground Water
- C. Surface Water
- D. State Wetlands
- E. Federal Wetlands
- F. Floodplains
- G. Coastal Zone Management
- H. Historic Resources
- I. Parks - Section 4(f) and Section 6(f) Evaluations
- J. Hazardous Waste
- K. Asbestos
- L. Noise
- M. Air Quality
- N. Energy
- O. Farmlands
- P. Visual Impacts

4.05 Permits and Approvals

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

- Article 24 Freshwater Wetlands Permit
- FHWA Executive Order 11990 Wetlands Finding
- U.S. Coast Guard Section 9 Permit
- U.S. Army Corps of Engineers Section 10 Permit (Individual or

- Nationwide)
- U.S. Army Corps of Engineers Section 404 Permit (Individual or Nationwide)
- NYSDEC Section 401 Water Quality Certification
- NYSDEC State Pollution Discharge Elimination System (SPDES) Permit

4.06 Environmental Hearing

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Section 5 - Right-of-Way

5.01 Abstract Request Map and/or Title Search

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

5.02 Right-of-Way Survey

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

5.03 Right-of-Way Mapping

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5.04 Right-of-Way Plan

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5.05 Right-of-Way Cost Estimates

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5.06 Public Hearings/Meetings

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5.07 Property Appraisals

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5.08 Appraisal Review

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5.09 Negotiations and Acquisition of Property

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5.10 Relocation Assistance

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5.11 Property Management

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Section 6 - Detailed Design

6.01 Preliminary Bridge Plans

A. New and Replacement Bridges

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

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

The **Consultant** will modify the Structure Justification Report and Preliminary Bridge Plan to incorporate **Municipality** review comments.

B. Bridge Rehabilitations INTENTIONALLY LEFT BLANK

C. Selected Structural Treatment

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

6.02 Advance Detail Plans (ADP)

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

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

The **Consultant** will prepare and submit three (3) copies of the ADP's to the **Municipality** for review. The **Consultant** will modify the design to reflect the review of the ADP package.

6.03 Contract Documents

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

- Instructions to bidders.
- Bid documents.

- Contract language, including applicable federal provisions and prevailing wage rates.
- Special notes.
- Specifications.
- Plans.
- A list of supplemental information available to bidders (i. e., subsurface exploration logs, record as-built plans, etc.).
- Other pertinent information.

The **Consultant** will submit the contract documents to the **Municipality** for approval. Upon approval, the **Municipality** will submit 2 copies of the contract documents to the NYSDOT as described in the Locally Administered Federal Aid Procedures Manual.

6.04 Cost Estimate

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

6.05 Utilities

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

6.06 Railroads

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6.07 Bridge Inventory and Load Rating Forms

The **Consultant** will complete and provide the **Municipality** and the NYSDOT with:

- Inventory Update forms, per the current NYSDOT Bridge Inventory Manual for Bridge Inventory and Inspection System, reflecting all proposed physical changes resulting from construction.
- Level 2 Load Rating Data Input forms, per the NYSDOT User Manual for Structural Rating Program for Bridges and current NYSDOT guidance on the "Procedure for Inventorying, Inspecting, and Level 2 Load Rating, New, Replacement and Reconstructed or Rehabilitated Bridges".

6.08 Information Transmittal

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

Section 7 - Advertisement, Bid Opening and Award

7.01 Advertisement

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

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

7.02 Bid Opening (Letting)

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

7.03 Award

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

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

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

The **Municipality** will award the contract and will transmit the award package to the NYSDOT as described in the Locally Administered Federal Aid Procedures Manual.

Section 8 - Construction Support

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Section 9 - Construction Inspection

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Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- | | |
|-----------|---|
| Section 1 | Estimate 2 meetings during the life of this agreement.

Estimate 12 cost and progress reporting periods will occur during the life of this agreement. |
| Section 2 | See Exhibit B for Survey and Mapping Assumptions

Estimate 2 accidents will require analysis.

Estimate conceptual capacity analyses will be required.

Estimate 0 soil borings will be taken. |
| Section 3 | Estimate 4 concepts will be evaluated.

Estimate 3 design alternative(s) will be analyzed in addition to the null alternative.

Estimate 3 cost estimate(s) plus 2 updates will be required.

Estimate 1 bridge will be replaced. |
| Section 4 | Estimate 0 detailed studies & analyses will be required.

Estimate 2 permits will be required. |
| Section 5 | Estimate 4 properties will require title searches.

Estimate 0 ROW maps will be required. |
| Section 6 | Estimate 1 cost estimate(s) plus 3 updates will be required.

Estimate 1 bridge and will be replaced and 0 will be rehabilitated.

Estimate 3 utility companies and 0 railroad agencies will be affected. |
| Section 7 | Estimate 15 copies of the final contract bid documents will be needed for prospective bidders.

Estimate advertisements will be placed in 1 local publication in addition to the NYS Contract Reporter. |
| Section 8 | INTENTIONALLY LEFT BLANK |

Section 9

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10.02 Technical Assumptions

Additional Technical Assumptions are included in the attached Exhibits A, B, & C.

EXHIBIT A

EXHIBIT A, PAGE 1

**CR130/Burtonville Road Spur over
Tributary of the Schoharie Creek
Montgomery County
P.I.N. 2754.26**

**Technical Assumptions
June 2017
AECOM**

- Standard English units will be used for design of this project.
- Sufficient accident and traffic data will be supplied by the County to enable adequate evaluation of existing and proposed conditions in accordance with Sections 2.04, 2.05, and 2.06 of the scope of services. No turning movement counts will be required for this project.
- A conceptual capacity analysis will meet all requirements for this agreement. A detailed capacity analysis will not be required.
- No bridges will be rehabilitated for this project.
- A comprehensive pavement evaluation will not be required for this bridge replacement project.
- Soil Investigations (Task 2.08) will not be required for this project.
- A Public Hearing (Task 3.06B) will not be required for this project.
- Detailed environmental studies and analyses are not included in this scope and fee estimate. In accordance with section 4.04 of the scope of services, detailed studies and analyses will be added via supplemental agreement, if required.
- ROW Acquisition Services will be provided by our subconsultant, R.K. Hite & Co., Inc., as required based on the approved final design concept. No fees for these services have been included in this proposal.
- Construction Support (Section 8) and Construction Inspection (Section 9) activities are anticipated to be added via supplemental agreement. No fees for these services have been included in this proposal.

Exhibit A, Page 2
Salary Schedule

AECOM USA, Inc.
CR 160/ Burtonville Road Spur over Tributary of the Schoharie Creek
PIN: 2754.26
Page 2

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES		MAX. HOURLY RATES		OVERTIME CATEGORY
		PRESENT May-16	PROJECTED Jun-17	2017	2018	
Principal Engineer	IX(A)	\$97.20	\$99.63	\$99.63	\$101.62	A
Principal Engineer	VIII(A)	\$94.34	\$96.70	\$96.75	\$98.69	A
Principal Engineer	VII(A)	\$86.27	\$88.43	\$92.37	\$94.22	B
Senior Engineer VI	VI(A)	\$80.03	\$82.03	\$94.56	\$96.45	B
Sr. Engineer	V(A)	\$69.30	\$71.03	\$84.14	\$85.82	B
Engineer	IV(A)	\$58.39	\$59.85	\$88.95	\$90.73	B
Associate Engineer	III(A)	\$50.45	\$51.71	\$54.63	\$55.72	B
Junior Engineer	II/I(A)	\$43.79	\$44.88	\$51.84	\$52.88	B
Resident Engineer	IV(N)	\$60.05	\$61.55	\$65.00	\$66.30	C
Senior Insp/Technician	III(N)	\$46.57	\$47.73	\$55.31	\$56.42	C
Inspector/Technician	II(N)	\$33.01	\$33.84	\$47.29	\$48.24	C
Technician	I(N)	\$22.18	\$22.73	\$23.08	\$23.54	C
Technical Typist	NA	\$31.93	\$32.73	\$39.28	\$40.07	C
Trainee	NA	\$26.46	\$27.12	\$29.42	\$30.01	C

NOTES:

Hourly rates shall not exceed those shown above or the current NYSDOT
Maximum Allowable.

OVERTIME POLICY:

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

Overtime applies to hours worked in excess of the normal working hours of 8 hours per day.

Exhibit A, Page 3
Staffing Table

AECOM USA, Inc.
CR 160/ Burtonville Road Spur over Tributary of the Schoharie Creek
PIN: 2754.26

JOB TITLE	ASCE (A) OR NICET (N) GRADE	<u>TASKS</u>															
		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
Principal Engineer	IX(A)																
Principal Engineer	VIII(A)																
Principal Engineer	VII(A)					1	2										
Senior Engineer VI	VI(A)			1		2	8	12			2	2	2				
Sr. Engineer	V(A)			1		2	8				6	6	6	2		2	
Engineer	IV(A)			2		1		12									
Associate Engineer	III(A)					1					12	2	6	3		4	
Junior Engineer	II/(A)					4	8		4		24	8		1			
Resident Engineer	IV(N)																
Senior Insp/Technician	III(N)					4											
Inspector/Technician	II(N)																
Technician	I(N)																
Technical Typist	NA																
Trainee	NA																
TOTAL		0	0	4	0	15	26	24	4	0	44	0	18	14	6	6	0

- Task 1.01 Project Description and Location
- Task 1.02 Contract Administrator
- Task 1.03 Project Classification
- Task 1.04 Categorization of Work
- Task 1.05 Project Familiarization
- Task 1.06 Meetings
- Task 1.07 Cost and Progress Reporting
- Task 1.08 Policy and Procedures
- Task 1.09 Specifications
- Task 1.10 Subconsultants
- Task 1.11 Subcontractors
- Task 2.01 Design Survey
- Task 2.02 Design Mapping
- Task 2.03 Determination of Existing Conditions
- Task 2.04 Accident Data and Analysis
- Task 2.05 Traffic Counts

Exhibit A, Page 4
Staffing Table

AECOM USA, Inc.
CR 160/ Burtonville Road Spur over Tributary of the Schoharie Creek
PIN: 2754.26

JOB TITLE	ASCE (A) OR NICET (N) GRADE	TASKS															
		2.06	2.07	2.08	2.09	2.10	2.11	3.01	3.02	3.02 A	3.02 B	3.03	3.04	3.05	3.06	3.07	4.01
Principal Engineer	IX(A)																
Principal Engineer	VIII(A)							1						1			
Principal Engineer	VII(A)				4					1	2		2		1	1	1
Senior Engineer VI	VI(A)	1			9			1		4	6	2	6	8	6	4	2
Sr. Engineer	V(A)	4	1		88			2		6	8	4	24	8	6	8	2
Engineer	IV(A)				32								30	4			
Associate Engineer	III(A)				70					4	16		80		12	4	
Junior Engineer	II/(A)				64			8		24	64	16	120	12	36	32	4
Resident Engineer	IV(N)																
Senior Insp/Technician	III(N)											12					
Inspector/Technician	II(N)									8	12						
Technician	I(N)										4		8		4	4	
Technical Typist	NA																
Trainee	NA																
TOTAL		5	1	0	267	0	0	12	0	47	112	34	270	33	65	53	9

- Task 2.06 Capacity Analysis
- Task 2.07 Future Plans for Roadway and Coordination with Other Projects
- Task 2.08 Soil Investigations
- Task 2.09 Hydraulic Analysis
- Task 2.10 Bridges to be Rehabilitated - Inspection/Deck Evaluation/Load Rating/Fatigue
- Task 2.11 Pavement Evaluation
- Task 3.01 Design Criteria
- Task 3.02 Development of Alternatives
- Task 3.02 A Selection of Design Alternative(s)
- Task 3.02 B Detailed Evaluation of Alternative(s)
- Task 3.03 Cost Estimates
- Task 3.04 Preparation of Draft Design Approval Document
- Task 3.05 Advisory Agency Review
- Task 3.06 Public Information Meeting(s) and/or Public Hearing(s)
- Task 3.07 Preparation of Final Design Approval Document
- Task 4.01 NEPA Classification

Exhibit A, Page 5
Staffing Table

AECOM USA, Inc.
CR 160/ Burtonville Road Spur over Tributary of the Schoharie Creek
PIN: 2754.26

JOB TITLE	ASCE (A) OR NICET (N) GRADE	<u>TASKS</u>															
		4.02	4.03	4.04	4.05	4.06	5.01	5.02	5.03	5.04	5.05	5.06	5.07	5.08	5.09	5.10	5.11
Principal Engineer	IX(A)																
Principal Engineer	VIII(A)	1	1		1												
Principal Engineer	VII(A)	2	2		2												
Senior Engineer VI	VI(A)	1	1		1		1	1									
Sr. Engineer	V(A)	2	2		12		1	3									
Engineer	IV(A)	4	4		24			6									
Associate Engineer	III(A)						2										
Junior Engineer	II/I(A)	4	16		12												
Resident Engineer	IV(N)							2									
Senior Insp/Technician	III(N)							2									
Inspector/Technician	II(N)		4														
Technician	I(N)																
Technical Typist	NA																
Trainee	NA																
TOTAL		14	34	0	52	0	4	14	0	0	0	0	0	0	0	0	0

- Task 4.02 SEQRA Classification
- Task 4.03 Screenings and Preliminary Investigations
- Task 4.04 Detailed Studies and Analyses
- Task 4.05 Permits and Approvals
- Task 4.06 Environmental Hearing
- Task 5.01 Abstract Request Map and Title Search
- Task 5.02 Right-of Way Survey
- Task 5.03 Right-of-Way Mapping
- Task 5.04 Right-of-Way Plan
- Task 5.05 Right-of-Way Cost Estimates
- Task 5.06 Public Hearings/Meetings
- Task 5.07 Property Appraisals
- Task 5.08 Appraisal Review
- Task 5.09 Negotiations and Acquisition of Property
- Task 5.10 Relocation Assistance
- Task 5.11 Property Management - Temporary/Permanent Easements

Exhibit A, Page 6
Staffing Table

AECOM USA, Inc.
CR 160/ Burtonville Road Spur over Tributary of the Schoharie Creek
PIN: 2754.26

JOB TITLE	ASCE (A) OR NICET (N)	TASKS															
	GRADE	6.01	6.01 A	6.01 B	6.01 C	6.02	6.03	6.04	6.05	6.06	6.07	6.08	7.01	7.02	7.03	8.01	9.01
Principal Engineer	IX(A)																
Principal Engineer	VIII(A)	8				8	8	1			1			4			
Principal Engineer	VII(A)	1				4	2	1	4								
Senior Engineer VI	VI(A)	4				16	4	2	9		1	1		4	1		
Sr. Engineer	V(A)	8				40	20	4	88		4		4				2
Engineer	IV(A)					40		12	32								
Associate Engineer	III(A)	12				240	40		70		4		8				16
Junior Engineer	II/I(A)	30				320	120	48	64		12	2					
Resident Engineer	IV(N)	16				40	16										2
Senior Insp/Technicia	III(N)					60	20	12									
Inspector/Technician	II(N)	8				32	8										
Technician	I(N)	2				32		2									
Technical Typist	NA																
Trainee	NA																
TOTAL		89	0	0	0	832	238	82	267	0	22	3	12	8	21	0	0

- Task 6.01 Preliminary Bridge Plans (Including 6.01A, 6.01B, & 6.01C)
- Task 6.01 A New and Replacement Bridges - Preliminary Bridge Plan - Structure Justification Report
- Task 6.01 B Bridge Rehabilitations - Preliminary Bridge Rehabilitation Plan
- Task 6.01 C Selected Structural Treatment
- Task 6.02 Advance Detail Plans (ADP)
- Task 6.03 Contract Documents
- Task 6.04 Cost Estimate
- Task 6.05 Utilities
- Task 6.06 Railroads
- Task 6.07 Bridge Inventory and Load Rating Forms
- Task 6.08 Information Transmittal
- Task 7.01 Advertisement
- Task 7.02 Bid Opening (Letting)
- Task 7.03 Award
- Task 8.01 Construction Support
- Task 9.01 Equipment

Exhibit A, Page 7
Staffing Table

AECOM USA, Inc.
CR 160/ Burtonville Road Spur over Tributary of the Schoharie Creek
PIN: 2754.26

JOB TITLE	ASCE (A) OR NICET (N) GRADE	<u>TASKS</u>										Total Hours	PROJECTED HOURLY RATE	DIRECT TECHNICAL LABOR
		9.02	9.03	9.04	9.05	9.06	9.07	9.07 A	9.07 B	9.07 C	9.07 D			
Principal Engineer	IX(A)											0	\$99.63	\$0.00
Principal Engineer	VIII(A)											35	\$96.70	\$3,384.45
Principal Engineer	VII(A)											33	\$88.43	\$2,918.08
Senior Engineer VI	VI(A)											125	\$82.03	\$10,253.84
Sr. Engineer	V(A)											384	\$71.03	\$27,276.48
Engineer	IV(A)											203	\$59.85	\$12,149.50
Associate Engineer	III(A)											610	\$51.71	\$31,543.86
Junior Engineer	II(A)											1,057	\$44.88	\$47,443.18
Resident Engineer	IV(N)											76	\$61.55	\$4,677.90
Senior Insp/Technicia	III(N)											110	\$47.73	\$5,250.77
Inspector/Technician	II(N)											72	\$33.84	\$2,436.21
Technician	I(N)											56	\$22.73	\$1,273.13
Technical Typist	NA											0	\$32.73	\$0.00
Trainee	NA											0	\$27.12	\$0.00
TOTAL		0	0	0	0	0	0	0	0	0	0	2,761		\$148,607

- Task 9.02 Inspection
- Task 9.03 Municipal Project Engineer
- Task 9.04 Ethics
- Task 9.05 Health and Safety Requirements
- Task 9.06 Staff Qualifications and Training
- Task 9.07 Scope of Services/Performance Requirements
- Task 9.07 A Quality
- Task 9.07 B Record Keeping and Payments to the Contractor
- Task 9.07 C Health & Safety/Maintenance and Protection of Traffic
- Task 9.07 D Monitoring Equal Opportunity/Labor Requirements

Exhibit A, Page 8
 Estimate of Direct Non-Salary Cost

AECOM USA, Inc.
 CR 160/ Burtonville Road Spur over Tributary of the Schoharie Creek
 PIN: 2754.26

1. Travel, Lodging and Subsistence

<u>Trips To</u>	<u>Trips</u>	<u>Miles/Trip</u>	<u>Total</u>					
Site	6	48	288					
County Office	4	48	192					
	Total Mileage Design Phase		480	@	0.55	=	<u>\$264.00</u>	
	Total Mileage Construction Phase		0	@	0.55	=	<u>\$0.00</u>	
Lodging & Subst.		Estimated Days	0	Rate =	\$80	=	<u>\$0.00</u>	
TOTAL TRAVEL, LODGING AND SUBSISTENCE							=	\$264.00

2. Reproduction, Drawings & Reports

	<u>Each</u>	<u>Sheets/Set</u>	<u>Sets</u>	<u>Total</u>		
Paper Prints	\$0.75	0	5	\$0.00		
Xerox (8.5x11)	\$0.10	0	15	\$0.00		
Laser Color (8.5x11)	\$1.10	0	30	\$0.00		
Laser Color (11x17)	\$1.70	0	30	\$0.00		
Mylar/Reproducible	\$10.00	0	2	\$0.00		
Data Base Search/Sanborn Maps				<u>\$1,000.00</u>		
TOTAL REPRODUCTION, DRAWINGS & REPORTS					=	\$1,000.00

3. Advertising/Permit Fees

= \$0.00

4. Soil Borings 0 borings @ \$5,500.00 /boring

= \$0.00

5. Materials Testing/Reporting - Asbestos / Paint Testing

= \$5,000.00

6. Owner's Protective Insurance (Estimated)

= \$0.00

7. Phase I Archeology (Estimated)

= \$0.00

8. Miscellaneous Expenses

a. Photographs

100 reprints @ \$0.50 each = \$50.00

b. Overnight Delivery

5 @ \$30.00/each = \$150.00

TOTAL MISCELLANEOUS EXPENSES = \$200.00

TOTAL DIRECT NON-SALARY COST = \$6,464.00

EXHIBIT B

Scope of Services

Replacement of the Burtonville Road Spur, CR 160, Bridge Montgomery County

PIN 2754.26

Contents

Section 2 Data Collection

Section 5 Right-of-Way

Section 10 Estimating & Technical Assumptions

Section 2 - Data Collection and Analysis

2.01 Design Survey (MJ Engineering)

- A. Ground Survey
The **Consultant** will provide terrain data required for design by means of a topographic field survey.
- B. Photogrammetric Survey
(Intentionally Left Blank)
- C. Stream Survey
The Consultant will perform field surveys necessary to provide stream cross-sections for the hydraulic analysis of the Schoharie Creek.
The location and width of the sections will be sufficient to satisfactorily perform a hydraulic analysis of the Branch.
- D. Survey of Wetland Boundaries
The **Consultant** will perform the field survey necessary to accurately locate delineated wetland boundaries. This survey should be performed as soon after delineation as possible.
- E. Supplemental Survey
The **Consultant** will provide supplemental surveys when needed for design purposes and to keep the survey and mapping current.
- F. Standards
Survey will be done in accordance with the standards set forth in the *NYS DOT Land Surveying Standards and Procedures Manual*¹ and in accordance with local standards described in Section 10 of the SOS.

2.02 Design Mapping (MJ Engineering)

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

- 1" = 20' scale mapping.

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

Section 5 - Right-of-Way

5.02 Right-of-Way Survey (MJ Engineering)

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

5.03 Right-of-Way Mapping (MJ Engineering)

Section 10 - Estimating and Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

Section 2 Assume that GPS methods and equipment **will** be used to establish local control points.

Survey Limits 300' east and west of the existing bridge; 400' bandwidth at the bridge and for a length of 100' along each approach; 75' bandwidth for remaining limit.

Assume **15** cross sections for hydraulic analysis

Assume **1** day for supplemental survey.

Section 5 Estimate **0** properties will require title searches.

Estimate **0** ROW maps will be required.

Estimate **0** property acquisitions will be required.

Exhibit B
Salary Schedule

M. J. ENGINEERING AND LAND SURVEYING, P. C.
PIN 2754.26 - CR160 Burtonville Road Bridge Replacement

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES		OVERTIME CATEGORY
		2017 Certified Roster	PROJECTED 2017	
Project Manager	VII (A)	\$69.00	\$69.00	A
Engineer V	V (A)	\$63.00	\$63.00	B
Engineer IV	IV (A)	\$43.50	\$43.50	B
Engineer III	III (A)	\$37.00	\$37.00	B
Engineer II	II (A)	\$25.70	\$25.70	B
Land Surveyor	IV (N)	\$36.00	\$36.00	B
Technician IV	IV (N)	\$44.25	\$44.25	B
HDS Technician III	III (N)	\$29.50	\$29.50	C
Technician III	III (N)	\$30.50	\$30.50	C
Technician II	II (N)	\$20.80	\$20.80	C
Party Chief	III (N)	\$27.20	\$27.20	C
Instrument Person	II (N)	\$21.00	\$21.00	C
Party Chief (Field)	III (N)	\$27.20	\$27.20	C
Instrument Person (Field)	II (N)	\$21.00	\$21.00	C

NOTES:
Hourly rates shall not exceed the maximum hourly rates set for this agreement or the current NYS DOT Maximum Allowable, as described in Exhibit E of the original agreement.

OVERTIME POLICY

Overtime is reimbursable by the categories below only if the firm has a policy to pay overtime compensation.

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

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

County(ies):
PREVAILING WAGE RATES - The difference between the required prevailing wage rate and the individual's actual hourly rate, if the individual's rate is lower, is considered a direct cost:
For prevailing wages, the prevailing wage overtime policy will apply.

		Prevailing Rate	Individual's Actual Rate	Difference	Payroll Additive	Total
Party Chief	III (N)	\$38.49	\$24.73	\$13.76	\$1.24	\$15.00
Instrument Person	II (N)	\$35.32	\$18.45	\$16.87	\$1.52	\$18.39

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

		Prevailing Benefit	Normal Rate	Difference (Net)	Wage Adjustment	Payroll Additive	Total
Party Chief	III (N)	\$23.70	\$7.19	\$16.51	\$0.00	\$1.49	\$18.00
Instrument Person	II (N)	\$23.70	\$6.27	\$17.43	\$0.00	\$1.57	\$19.00

NOTES:
Prevailing rate and supplemental benefit differences, as well as the Payroll Additive factor are subject to audit.

Exhibit B
Estimate of Direct Non-Salary Costs

M. J. ENGINEERING AND LAND SURVEYING, P. C.
PIN 2754.26 - CR160 Burtonville Road Bridge Replacement

EXPENDABLE ITEMS

1. Lodging and Per Diem

Days	@	Rate	\$0.00
0		\$186.00	
			TOTAL LODGING AND PER DIEM
			\$0.00
			=====

2. Survey Personnel Costs
Wage Differential

	Hours	@	Rate	
Party Chief III (N)	80		\$15.00	\$1,200.00
Instrument Person II (N)	80		\$18.39	\$1,471.20

SUBTOTAL Wage Differential				\$2,671.20
Supplemental Benefits	Hours	@	Rate	
Party Chief III (N)	80		\$18.00	\$1,440.00
Instrument Person II (N)	80		\$19.00	\$1,520.00

SUBTOTAL Supplemental Benefits:				\$2,960.00
TOTAL SURVEY PERSONNEL				\$5,631.20
				=====

TOTAL DIRECT NON-SALARY COSTS \$5,631.20

=====

NON-EXPENDABLE COSTS

EDR Report				
Geotechnical	0 Pavement Cores @		\$0 EA.	\$0.00
	0 Geotech Boring @		\$0 EA.	\$0.00
TOTAL NON-EXPENDABLE COSTS				\$0.00
				=====

Exhibit B
SUMMARY

M. J. ENGINEERING AND LAND SURVEYING, P. C.
PIN 2754.26 - CR160 Burtonville Road Bridge Replacement

Item IA, Direct Technical Salaries (estimated) subject to audit	\$9,692
Item IB, Direct Technical Salaries Premium Portion of overtime subject to of overtime subject to audit (estimate)	\$0
Item IIA, Direct Non-Salary Cost (estimated) subject to audit	\$5,631
Item IIB, Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)	\$0
Item III, Overhead (estimated @ 185% combined) subject to audit	\$17,930
Item IV, Fixed Fee (negotiated)	\$3,000
Item IIC, Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	\$0
Total Estimated Cost	----- \$36,253

FUNDING

Funds allocated to Item II shall not be transferred to Item I without justification provided by the consultant and approved in writing by the State's project manager.

EXHIBIT C

Exhibit C, Page 1
Summary

.....
AECOM USA, Inc.
CR 160/ Burtonville Road Spur over Tributary of the Schoharie Creek
PIN: 2754.26

Item 1A, Direct Technical Salaries (estimated) subject to audit \$148,607

Item 1B, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate) 0

Item II, Direct Non-Salary Cost (estimated) subject to audit \$6,464

Item II, Direct Non-Salary Cost (estimated) subject to audit (BC&A Sub-Consultant Cost)

Item III, Overhead (estimated) subject to audit \$206,564

Item IV, Fixed Fee (negotiated) \$42,621

Item II, Direct Non-Salary Cost (estimated) subject to audit (MJELS Sub-Consultant Cost) \$36,253

Total Estimated Cost \$440,509

=====

EXHIBIT B

COMPENSATION AND PAYMENT

1 COMPENSATION The Services set forth in **EXHIBIT A** will be compensated on the following basis:

Advance retainer of [\$ 0] The advance retainer is to be applied to the final invoice. Any remainder will be returned to Client within 30 days of receipt of final payment.

Time & Material - See Section 2.1 for Hourly Labor Rates

Time and Materials with a Not-to-Exceed ("NTE") amount of (\$). The Hourly Labor Rates (if applicable) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.

Lump Sum [\$]:

Milestone/Deliverable & Date	Payment Amount
	\$

Cost Plus Fixed Fee: [Cost \$397,888 and Fee \$42,621]

Other:

--

2. RATE SCHEDULE Compensation shall be based on the following Hourly Labor Rate Schedule:

2.1 HOURLY LABOR RATE SCHEDULE

INTENTIONALLY OMITTED	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

2.2 OTHER HOURLY LABOR RATES If additional services are authorized during the performance of this Agreement, compensation will be based on the Schedule of Fees in effect at the time the Services are authorized.

2.3 ANNUAL HOURLY LABOR RATE ADJUSTMENTS The Hourly Labor Rate Schedule is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.

- 3. REIMBURSEABLE EXPENSES** Reimbursable expenses are expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to AECOM plus zero percent (0%) to cover related administrative costs.
- 4. CHANGE ORDERS** The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. **EXHIBIT C** is the preferred form for such use.
- 5. DELAY** To the extent not the fault of AECOM, if the Project Schedule is extended or delayed, or if the orderly and continuous progress of the Services is impaired, then an equitable adjustment shall be made to this Agreement.
- 6. INVOICING** AECOM will invoice Client on a monthly basis unless otherwise set forth herein. If Client disagrees with any portion of an invoice, it shall notify AECOM in writing of the amount in dispute and the specific reason for Client's objection within 10 days of receipt of invoice. Client shall pay the undisputed portion of the invoice as set forth below. Documentation supporting the invoice will be made available upon request.

7. PAYMENT

7.1 If payment is based on Time and Materials with a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

7.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. Amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 23 (Termination) of the Agreement.

7.3 If the Project is suspended by Client for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

7.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

7.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

7.6 Client shall make payments to AECOM using one of the following methods:

7.6.1 AECOM LOCKBOX:

AECOM Technical Services, Inc.
1178 Paysphere Circle
Chicago, IL 60674

7.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address1: Building D

Address2: 2000 Clayton Road
City/State/Zip: Concord, CA 94520-2425
Account Number: 5800937020
ABA Routing Number: 071000039

7.6.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address: 100 West 33rd St
City/State/Zip: New York, NY 10001
Account Number: 5800937020
ABA Routing Number: 026009593
SWIFT Code: BOFAUS3N

7.6.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at cashappsremittance@aecom.com

(End of page)

AECOM Project Name: CR 160/Burtonville Road Spur over Tributary of the Schoharie C
 AECOM Project No.: _____
 Change Order No.: _____

EXHIBIT C

CHANGE ORDER FORM

In accordance with the Design Engineering Services Agreement dated Month, Date 2017 between Montgomery County ("Client"), and AECOM USA, Inc, ("AECOM"), this Change Order, with an effective date of _____, 20_____ modifies that Agreement _____ as follows:

1. Changes to the Services:

2. Change to Deliverables:

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3. Change in Project Schedule (attach schedule if appropriate):

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4. Change in Consultant's Compensation:

The Services set forth in this Change Order will be performed on the following basis:

- No change to Compensation
- Time & Material (See **Exhibit B** for the Hourly Labor Rate Schedule)
- Time and Materials with a Not- to-Exceed amount of (\$). The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.
- Lump Sum [\$]

Milestone/Deliverable & Date	Payment Amount
	\$

- Cost Plus Fixed Fee:** [Cost \$ and Fee \$]

Therefore, the total authorized Compensation, inclusive of the Change Order is \$.

5. Project Impact:

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6. **Other Changes** (including terms and conditions):

7. All other terms and conditions of the Agreement remain unchanged.

8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM USA, Inc.

Montgomery County

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Address

**40 British American Blvd., 1st Floor
Latham, NY 12110**

Address

[End of Agreement]