

Architectural/ Engineering Consultant Agreement

PIN (s) 8762.33 Municipal Contract No. _____

Agreement made this _____ day of _____, 2025 by and between

Village of Wesley Hills (municipal corporation)
having its principal office at 432 Route 306, Wesley Hills, NY 10952
(the "Municipality")

and

BARTON & LOGUIDICE, D.P.C.
with its office at 10 Airline Drive, Suite 200, Albany, New York 12205
(the "Consultant")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation (NYSDOT) identified for the purposes of this agreement as Wesley Chapel Road over Willow Tree Brook Culvert Replacement (as described in detail in Attachment A annexed hereto, the "Project"), the Municipality has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment B annexed hereto; and

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

WHEREAS, the Village Mayor, is authorized to enter this Agreement on behalf of the Municipality,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This agreement consists of the following:

■ Agreement Form - this document titled "Architectural/Engineering Consultant Agreement";

■ Attachment "A" - Project Description and Funding;

■ Attachment "B" – Task List and Technical Assumptions

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

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS.

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

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

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

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

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

(Continued next page)

■ 3.1 Cost Plus Fixed Fee Method

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

■ 3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS:
Item IV	<p>■Overhead Allowance based on actual allowable expenses incurred during the term of this Agreement, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations, sub-part 1-31.2 as modified by sub-part 1-31.105 (“FAR”), and applicable policies and guidelines of the Municipality, NYSDOT and FHWA.</p> <p>■For the purpose of this Agreement, an accounting period shall be the CONSULTANT's fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Municipality for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this Item.</p>	<p>■The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, and shall be a FAR compliant rate initially established as <u>167%</u>, in all events not to exceed <u>192%</u>, subject to audit.</p>	
Item V	<p>■Negotiated Lump Sum Fixed Fee.</p> <p>■Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.</p>	<p>■A negotiated Lump Sum Fee which in this AGREEMENT shall equal <u>\$29,300.</u></p>	
Item VI	<p>The Maximum Amount Payable under this Agreement including Fixed Fees unless this agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.</p>	<p>Maximum Amount Payable under this Method shall be <u>\$324,976.</u></p>	

ARTICLE 4. INSPECTION

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

ARTICLE 5. AUDITS

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

- A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct non-salary, overhead, and fee.
- B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$250,000, an audit may be waived by the Municipality.
- C. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$250,000, an audit may be waived by the Municipality.

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

- A. Records of Direct Non-Salary Costs;
- B. Copies of any subcontracts relating to said contract;
- C. Location where records may be examined; and
- D. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

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

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

ARTICLE 7. EXTRA WORK

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

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

Administration.

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

ARTICLE 8. CONSULTING LIABILITY

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

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

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

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

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

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

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

ARTICLE 10. INTERCHANGE OF DATA

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

ARTICLE 11. RECORDS RETENTION

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

ARTICLE 12. DAMAGES AND DELAYS

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

ARTICLE 13. TERMINATION

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

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

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

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

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

ARTICLE 15. CODE OF ETHICS

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

ARTICLE 16. INDEPENDENT CONTRACTOR

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

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

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

ARTICLE 18. TRANSFER OF AGREEMENT

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

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

ARTICLE 19. PROPRIETARY RIGHTS

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

ARTICLE 20. SUBCONTRACTORS/ SUBCONSULTANTS

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

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

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

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

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the

undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

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

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

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

all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5©

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

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

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

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS *(unless more restrictive municipal laws apply)*

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

ARTICLE 27. WAGE AND HOURS PROVISIONS

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

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

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

ARTICLE 29. SERVICE OF PROCESS

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

ARTICLE 30. MISCELLANEOUS

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

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

Reference: Municipality Contract # _____

Municipality (Village of Wesley Hills)	Consultant (Barton & Loguidice, D.P.C.)
by: _____	by: _____
Date: _____	Date: _____

STATE OF NEW YORK

ss:

COUNTY OF _____

On this _____ day of _____, 2025, before me, the subscriber, _____ personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the _____, New York; that he/she is the _____ of _____, New York, the **Municipality** described in and which executed the foregoing instrument; that he/she is authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of **Municipality**.

Notary Public, _____ County, N.Y.

STATE OF NEW YORK

ss:

COUNTY OF _____

On this _____ day of _____, 2025, before me, the subscriber, _____ personally appeared to me known, who, being by me duly sworn, did depose and say; that he resides in _____, New York; that he is the _____ of the **Corporation** described in and which executed the foregoing instrument; that he is authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of **Corporation**.

Notary Public, _____ County, N.Y.

Attachment A

Project Description and Funding

Attachment A
Architectural/ Engineering Consultant Agreement
Project Description and Funding

PIN: 8762.33

Term of Agreement Ends: 12/31/2027

BIN: N/A

☒ Main Agreement ☐ Amendment to Agreement [add identifying #] ☐ Supplement to Agreement

Phase of Project Consultant to work on:

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

Dates or term of Consultant Performance:

Start Date: With Executed Agreement

Finish Date: 12/31/2027

PROJECT DESCRIPTION:

Final Design, Construction Support and Construction Inspection for the proposed replacement of the culvert carrying Wesley Chapel Road over the Willow Tree Brook, in the Village of Wesley Hills, Rockland County, New York.

Project Location:

Village of Wesley Hills, Rockland County, New York

Consultant Work Type(s): See Attachment B for more detailed Task List.
Design survey and mapping, ROW incidentals and acquisitions, preliminary and final design, environmental studies and bidding phase services

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

\$324,976

Footnotes:

Attachment B

Task List and Technical Assumptions

EXECUTIVE SUMMARY

PIN 8762.33

Replacement of Wesley Chapel Road Culvert
Village of Wesley Hills
Rockland County, New York

This State Funded project under the Bridge NY program provides for the replacement of the Wesley Chapel Road Culvert over Willow Tree Brook, in the Village of Wesley Hills, Rockland County. The existing steel girder superstructure is heavily rusted, the abutments are scoured, and the rail-to-rail width is not sufficient for two-way traffic. The project will replace the structurally deficient culvert with a new culvert meeting highway design standards with an improved hydraulic capacity. Minor roadway work will occur on each approach to tie the new culvert into the adjacent roadway. The road and culvert will be closed during construction and traffic will utilize an off-site detour on local roads.

The project was originally progressed through preliminary design, final design and bidding by NYSDOT during an initial round of BridgeNY funding. The construction costs based on the low bid were projected to significantly exceed the available BridgeNY funds. The Village elected not to award the project to the low bidder in 2021 due to the funding shortfall. The Village re-applied for BridgeNY funds in 2023 and the project was approved for additional funding. The scope of work included herein includes final design and verification of original plans for the structure replacement, environmental screenings and permitting, right-of way incidentals and acquisitions, bidding, award, construction administration and construction inspection.

The **Consultant** shall provide final design and construction phase services as outlined in Sections 1, 4, 5, 6, 7, 8 and 9 of the project scope. Engineering services include final design and verification of the structure design, development of contract plans, specifications and estimate, confirmation of environmental screenings, environmental permitting and bid phase services. Right-of-way incidental and acquisitions services are anticipated to be required and are included herein. Construction Support (Section 8) and Construction Inspection (Section 9) are also included in the Agreement.

Based on replacement consideration and site needs, the project has been classified as a Type II project under SEQRA. NEPA considerations will not apply as there is no federal funding for culvert projects under Bridge NY. The stream is classified by the NYS Department of Environmental Conservation as Class C with C (T) standards. This indicates the stream is a protected stream, however, correspondence from NYSDEC indicates that there are no in-stream work timing restrictions.

The anticipated letting date for this project is Winter 2025 with construction in 2026. The project is 100% funded with state funds in the approved maximum amount of \$1,499,000 (\$200,000 for Design, \$100,000 for Construction Admin/Inspection, and \$1,199,000 for Construction).

Section 1 - General

1.01 Project Description and Location

This project is known as:

PIN: 8762.33

Project Description: Wesley Chapel Road Culvert over Willow Tree Brook
Culvert Replacement

Project Limits: Replacement of the existing culvert with minor approach roadway work,
+/- 100' of roadway reconstruction on either side of the culvert

Sponsor: Village of Wesley Hills

Municipality: Village of Wesley Hills, Rockland County, NY

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

1.02 Project Manager

The **Sponsor's** Project Manager for this project shall be the Village Clerk, Camille Guido-Downey, who can be reached at (845) 354-0400.

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

Camille Guido-Downey, Village Clerk
Village of Wesley Hills
432 Route 306
Wesley Hills, NY 10952

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

1.03 Project Classification

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 (Already Complete, Not Included)
Section 3	Preliminary Design (Already Complete, Not Included)
Section 4	Environmental
Section 5	Right-of-Way
Section 6	Detailed Design
Section 7	Advertising, Bid Opening and Award
Section 8	Construction Support
Section 9	Construction Inspection
Section 10	Estimating & Technical Assumptions

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

1.05 Project Familiarization

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

- Approved project initiation document (Initial Project Proposal, Bridge NY application 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 (if available)
- 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 Sponsor's Project Manager. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this contract.

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

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

1.07 Cost and Progress Reporting

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

1.08 Policy and Procedures

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

1.09 Standards & Specifications

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

1.10 Subconsultants

The **Consultant** will be responsible for:

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

1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the NYSDOT LPM.

Section 2 - Data Collection & Analysis

All work under this section has been completed. No additional work under this section is assumed to be required.

Section 3 - Preliminary Design

All work under this section has been completed. No additional work under this section is assumed to be required.

Section 4 - Environmental

4.01 NEPA Classification (Not Applicable)

The project is 100% state funded under Bridge NY and will not require NEPA review.

4.02 SEQRA Classification

The project has been classified as a Type II project under SEQRA. It is assumed that the SEQRA classification is complete and has been documented in the approved Design Approval Document. No additional SEQRA is assumed to be required.

4.03 Smart Growth

It is assumed that the Smart Growth Checklist has been completed and it is assumed that no further work is required under this section.

4.04 Screenings and Preliminary Investigations

It is assumed that the screenings and preliminary investigations included under this section have been completed and documented in the Design Approval Document.

The **Consultant** will review the previous screenings and investigations to determine if any regulation changes will result in potential impact from the design alternative for:

- General Ecology and Endangered Species
- Surface Water
- Ground Water
- State Wetlands
- Federal Jurisdictional Wetlands
- Floodplains
- Coastal Zone Management
- Navigable Waterways
- Historic and/or Archaeological Resources
- Parks
- Hazardous Waste
- Asbestos
- Noise
- Air Quality
- Energy
- Farmland and/or Agricultural Districts
- Invasive Species
- Visual Impacts
- Critical Environmental Areas
- Complete Streets
- Environmental Justice
- Natural Landmarks
- Coast Guard Bridge Permit

4.05 Detailed Studies and Analyses

It is assumed that any required detailed studies have been completed and documented in the Design Approval Document. No additional detailed studies are assumed to be necessary. It is assumed that no detailed study or analysis will be required for any of the items above; however, should such study or analysis be required it will be added by **supplemental agreement** to the base scope of services herein

4.06 Permits and Approvals

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

- U.S. Army Corps of Engineers Section 10 Permit (Individual or Nationwide)
- U.S. Army Corps of Engineers Section 404 Permit (Individual or Nationwide)
- NYSDEC Section 401 Water Quality Certification
- NYSDEC State Pollution Discharge Elimination System (SPDES) Permit
- NYSDEC Article 15 Protection of Waters Permit

NYSDOT will be responsible for coordinating 106/4(f) and Threatened and Endangered Species. The **Consultant** will provide NYSDOT information to be submitted.

4.07 Public Hearing (Not Applicable)

Section 5 – Right-of-Way

5.01 Abstract Request Map and/or Title Search

RIGHT OF WAY INCIDENTALS

The **Sponsor** will request right of way incidental phase authorization from the New York State Department of Transportation. The request will be made when the **Sponsor** determines that property acquisitions are likely to occur or when it requests Preliminary Engineering phase authorization.

The **Consultant** will not proceed with any activities in this section without written authorization from the **Sponsor**.

The **Consultant** will meet with the **Sponsor** to review and to discuss the right of way acquisition process.

5.011 Review and Analysis of Right of Way Requirements

The **Consultant** will undertake an on-going review and analysis of right-of-way requirements for the project.

The review may include:

- Preliminary engineering design
- Preliminary right of way plans and acquisition maps
- County Tax Maps
- Municipal Zoning Regulations and Maps
- Aerial photography
- Other pertinent project information

The analysis may include:

- The number of affected parcels
- The zoning classification for each parcel
- Estimated size of the acquisition
- Potential impacts to improvements

The **Consultant** will determine the current owner of the affected properties by reviewing public information records at the county tax assessor's office. The ownership will be verified by obtaining and reviewing a copy of the last deed of record at the county clerk's office.

5.012 Title Research

The **Consultant** will subcontract the services of a title research firm who will provide services in accordance with this section.

5.0121 For the acquisition of temporary easements, the **Consultant** will determine property title ownership through county tax assessment records and will verify the ownership through examination of the last deed of record.

- 5.0122 For the acquisition of real property rights estimated at \$10,000 or less, the **Consultant** will perform a Last Owner Title Search. The Last Owner Title Search will be the last recorded deed that conveys a full fee interest to the last owner or owners of record. The Last Owner Title Search will not begin with a deed where the grantor and grantee are in some way related without full consideration having been paid.
- 5.0123 For the acquisition of real property rights estimated between \$10,001 and \$40,000, the **Consultant** will perform a Twenty-Year Title Search. The Twenty-Year Search will start with a deed that conveys complete and indefeasible title, which has been executed and of record at least twenty years prior to the search date. The Twenty-Year Search will not begin with a deed where the grantor and grantee are in some way related without full consideration having been paid.
- 5.0124 For the acquisition of real property rights estimated at greater than \$40,000, the **Consultant** will prepare a Title Abstract. The Title Abstract will start with a warranty deed that has been executed and of record at least forty years prior to the date of the search.

5.013 Title Review and Certification

- 5.0131 The **Consultant** will subcontract with a qualified, NYS licensed attorney to issue Certificate of Title on all fee property acquisitions and obtain title insurance as required. The **Consultant** will submit the Title Certifications to the **Sponsor**.
- 5.0132 For the acquisition of real property rights estimated at \$10,000 or less, the **Consultant's** Attorney will review the Last Owner Title Search and issue a Limited Last Owner Title Certification.
- 5.0133 For the acquisition of real property rights estimated between \$10,001 and \$40,000, the **Consultant's** Attorney will review the Twenty-Year Title Search and issue a Limited Twenty-Year Title Certification.
- 5.0134 For the acquisition of real property rights estimated at greater than \$40,000, the **Consultant's** Attorney will review the Abstract and issue a Title Certification.
- 5.0135 The **Sponsor** will acknowledge the receipt of each Title Certification and provide the **Consultant**, on a per parcel basis, a list of the property owners and other compensable property interests. The **Sponsor** will respond in writing within ten (10) days of receipt of each Title Certification.

5.02 Right of Way Survey

Assume the ROW Survey has been completed and will be provided by NYSDOT with the Survey Mapping for the project.

5.03 Right of Way Mapping

The **Consultant** will determine the location and type of required easements, with the **Sponsor's** concurrence, based on the preferred design alternative from the DAD. The **Consultant** will create and provide an Abstract Request Map (ARM) showing the required easements for the **Sponsor's** review and approval. The ARM will be used by the **Consultant**

in negotiation with property owners.

The **Consultant**, through its survey Subconsultant, will create Right of Way Acquisition Maps for each of the easements in accordance with NYSDOT standards for the **Consultant's** use in property acquisition. Each map will be signed by a NYS-licensed land surveyor.

All right of way mapping will use English dimensions.

The survey Subconsultant will prepare all map revisions or additions which are determined necessary during the construction of the project.

5.04 Right-of-way Plan

The **Consultant** will prepare the Right-of-Way Plan(s) in accordance with the LPM. The **Consultant** will prepare one (1) Right-of-Way plan and one (1) revision to the Right-of-way Plan(s) if necessary.

5.05 Right of Way Cost Estimates

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

5.06 Public Hearings/Meetings

An EDPL hearing is not anticipated for this project. If one is required based on progression of the design, it will be added by Supplemental Agreement.

5.07 Property Appraisals

For each parcel requiring the acquisition of property rights, the **Consultant** will conduct a real property appraisal and prepare a real property appraisal report to determine the fair market value of the proposed acquisition.

The **Consultant** will contact the owner or his/her designated representative in writing prior to completing the appraisal to extend the opportunity to accompany the appraiser during the property inspection.

5.071 Preliminary Property Owner Interview

The **Consultant** will conduct 1 preliminary interview with each property owner(s) or the property owner's designated representative. Other than absentee property owners, a reasonable attempt will be made to conduct the preliminary contact on a face-to-face basis. Absentee property owners and those local property owners not able to be interviewed face-to-face may be contacted via telephone and certified mail. The purpose of preliminary contact includes:

- Delivery of notices of intent to acquire, if necessary
- Delivery of right of way acquisition brochures
- Explanation of right of way and construction plans
- Informing of right to accompany appraiser
- Determining the need for additional action regarding right of way boundaries, errors and omissions in plans and/or other documents
- Prepare Physical Inspection Report

5.072 Real Property Appraisal Reports

The **Consultant** will subcontract the services of an appraiser to complete real property appraisals and appraisal reports required for each parcel or ownership indicated on the Right of Way Plan in accordance with this section.

The **Consultant** will ensure that all real property appraisals and real property appraisal reports are prepared by qualified appraisers who are, as defined by the New York State Department of State, Certified General Real Estate Appraisers.

The **Consultant** will ensure that all real property appraisals and real estate appraisal reports conform to the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

The Uniform Standards of Professional Appraisal Practice contains a Certification of Appraiser. In addition, the **Consultant** must certify to the following:

"The property owner or his/her designated representative was given an opportunity to accompany the appraiser during the property inspection."

"Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in estimating the compensation for the property."

The **Consultant** will provide 1 original bound real property appraisal report with photocopies of photos for each acquisition.

- 5.0721 For uncomplicated acquisitions of real property rights valued at less than \$50,000, the **Consultant** will prepare a Limited Appraisal Report (LAR). The LAR will consist of a limited appraisal with a restricted use appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal.
- 5.0722 For acquisitions of entire real property interests, the **Consultant** will prepare a Full Take Appraisal Report. The Full Take Appraisal Report will consist of a complete appraisal with a summary appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.
- 5.0723 For partial acquisition of real property rights valued at \$50,000 or more with no indirect damages to improvements, the **Consultant** will prepare a Before and After (land only) Appraisal Report. The land only Before and After Appraisal Report will consist of a limited appraisal with a summary or restricted use appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.
- 5.0724 For partial acquisition of real property rights valued at \$50,000 or more with indirect damages to improvements, the **Consultant** will prepare a Before and After Appraisal Report. The Before and After Appraisal Report will consist of a complete appraisal with a summary appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice,

Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

- 5.0725 For acquisitions of real property rights valued over \$300,000, the **Consultant** will prepare two independent appraisal reports. The appraisal report will consist of a complete appraisal with summary appraisal reports as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

5.08 Appraisal Review

The **Consultant** will subcontract the services of an appraisal reviewer to complete real property appraisal reviews required for each parcel or ownership indicated on the Right of Way Plan in accordance with this section.

The **Consultant** will perform a separate review of each appraisal. The **Consultant** will ensure that all real property appraisal reviews are performed by a qualified appraiser who is, as defined by the New York State Department of State, Certified General Real Estate Appraisers. The appraisal review will be completed in conformance with the Uniform Standards of Professional Appraisal Practice, Standard 3, Real Property Appraisal Review, Development, and Reporting.

The **Consultant** will review the appraisal reports for compliance with state and federal standards. The **Consultant** will take corrective actions. The **Consultant** will:

- Identify and make corrections to mathematical calculations and typographical errors, if necessary
- Assure real property appraisal development and reporting are in accordance with the appraisal subcontract.
- Assure real property appraisal development and reporting are complete and meet the Uniform Standards of Professional Appraisal Practice standards.
- State the basis for the fair market value conclusion and provide breakdowns adequate for New York State Department of Transportation audit, Federal Highway Administration eligibility review, and for negotiation purposes.

The **Consultant** will provide the **Sponsor** with the highest approved appraised amount for each property rights acquisition.

5.09 Negotiations and Acquisition of Property

The **Consultant** will not proceed with any activities in this section without written authorization from the **Sponsor**.

The **Consultant** will meet with the **Sponsor** to review and to discuss the right of way acquisition procedures.

5.091 Just Compensation

The **Sponsor** will establish just compensation for each property rights acquisition. In no event shall the Just Compensation amount be less than the **Sponsor's** highest approved appraisal. Because time is of the essence, the **Sponsor** will provide the just compensation amounts in

writing to the **Consultant** within 10 days of its receipt of the preliminary appraisal reviews from the **Consultant**.

5.092 Written Offer

The **Consultant** will prepare a written offer for each acquisition of real property. The amount of the offer will be the amount established by the **Sponsor** as just compensation. The written offer will include the following:

- A statement of the just compensation amount
- Separate indications of the compensation offered for the property acquired and for damages to the remaining property, if applicable (when only a part of the property is acquired)
- A summary statement, which will include:
 - the basis for the just compensation amount
 - a description and location identification of the real property
 - the interest in the real property being acquired.
- where appropriate, the statement will identify any separately held ownership interest in the property (i.e., tenant-owned improvement) and indicate that the interest is not covered by the offer
- Additional information the **Consultant** and/or the **Sponsor** deems appropriate or required.

5.093 Deliver Offer

The **Consultant** will deliver the written offer, plats, unsigned agreements and releases to the appropriate property owners or his/her designated representative.

The **Consultant** will meet with the appropriate property owners or his/her designated representative to explain the written offer, plats and unsigned agreements. The **Consultant** will conduct additional negotiation sessions with the appropriate property owners or his/her designated representative in an attempt to negotiate a settlement.

The **Consultant** will make all reasonable efforts to contact personally each property owner(s) or designated representative. Absentee and unsuccessful personal contacts may be made by certified mail.

The **Consultant** will maintain a detailed diary of each substantial contact with the property owner(s). The diary will be signed and dated by the person responsible for the contact. The diary entries will be on a parcel-by-parcel basis:

- Substantial contacts
- Efforts to achieve amicable settlements
- Responsiveness to owners' counter proposals
- Suggestions for changes in plans

The records should include the principal activities undertaken by the agent, such as:

- parties contacted
- date and location of contact
- offers made [dollar amounts]
- counteroffers received

- property owner's comments
- reason(s) settlement could not be reached

5.094 Purchase Agreements

The **Consultant** will submit real property acquisition documents to the **Sponsor** for recommended action on settlements:

- Approval of negotiated settlements
- Action on proposed administrative settlements
- Referral to the **Sponsor** attorney for initiation of eminent domain proceedings

Because time is of the essence, the **Sponsor** will provide a written response to the **Consultant** within 10 days of its receipt of the acquisition documents from the **Consultant**.

5.095 Revisions to Just Compensation

The **Consultant** will consider any presentations made by the property owner which might affect the value of the property. The **Consultant** may make recommendations to the **Sponsor** to adjust the written offer. The **Sponsor** may revise the just compensation based on the information provided by the property owner.

The **Consultant** will document the justification for revising the just compensation.

The **Consultant** will prepare and promptly deliver a revised written offer to the property owner.

5.096 Administrative Settlements

The **Consultant** and/or the **Sponsor** may recommend administrative settlements. Administrative settlements are settlements in excess of the **Sponsor's** just compensation determination.

The **Sponsor** will have final approval to authorize administrative settlements.

The **Consultant** will provide the written justification for the Administrative Settlement. The written justification will include all information necessary to support the settlement; such as:

- The approved offer of just compensation
- A summary of the acquisition agent's record of negotiations
- Reference to all appraisal reports (including the owner's appraisal report)
- Recent court awards and their relationship to the proposed administrative settlement
- A discussion of diverse valuation issues (i.e., probable range of testimony as to fair market value by both parties)
- The trial cost estimate
- The opinion of legal counsel
- The identification of the responsible agency official who has the authority to approve administrative settlements
- The recommendation and signatures of all individuals proposing the settlement

The **Consultant** will prepare and promptly deliver a revised written offer to the property owner.

5.097 Transfer of Title

The **Sponsor** will not require any property owner to surrender possession of real property before the **Sponsor** pays the agreed purchase price.

- 5.0971 The **Consultant** will conduct necessary title curative work. For real property acquisitions valued at \$10,000 or less, the **Consultant** will clear only the possessory interest. For real property valued at greater than \$10,000, the **Consultant** will clear all interests in the property. Title curative work may include partial releases of mortgage, lien subordination agreements, and lien satisfactions.
- 5.0972 The **Consultant** will perform a calculation to prorate real property taxes for each fee and permanent easement acquisitions. The **Sponsor** will pay all tax prorations over \$25.00.
- 5.0973 The **Consultant** will prepare closing documents for each acquisition. The closing documents will include a closing statement, instrument, real estate transfer tax return, and real property transfer report.
- 5.0974 The **Consultant** will deliver the title instrument(s) to the title attorney subcontracted by the **Consultant** for review and approval.
- 5.0975 The **Consultant** will schedule and hold the closing. Because time is of the essence, the **Sponsor** will pay the just compensation at the time the property owner(s) signs all required closing documents. The transfer of title to the agency may also require the payment of incidental expenses by the owner, the **Sponsor**, or the **Consultant**. The **Sponsor** will pay appropriate reimbursable expenses to the property owner(s) and/or the **Consultant**.
- 5.0976 The **Consultant** will promptly file all deeds or conveyance documents in the County Clerk's Office.

5.098 Right of Way Certification

The **Consultant** will prepare the Right of Way Certificate on forms prescribed by the New York State Department of Transportation. The **Sponsor** will sign the Right of Way Certificate.

5.10 Relocation Assistance

No services required.

5.11 Property Management

No services required.

Section 6 - Detailed Design

6.01 Advance Detail Plans (ADP)

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

As part of this task the **Consultant** will prepare template cross sections at 25 foot intervals.

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

The **Consultant** will prepare and submit a copy of the ADP's to the **Sponsor** for review.

The **Consultant** will prepare and submit two (2) copies of the ADPs to the NYSDOT for review. The **Consultant** will modify the design to reflect the review of the ADP package.

6.02 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., record as-built plans, etc.).
- Other pertinent information.

The **Consultant** will submit the contract documents to the **Sponsor** for approval. Upon approval, the **Sponsor** will submit 3 copies of the contract bid documents to NYSDOT as described in the NYSDOT LPM

6.03 Cost Estimate

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

6.04 Utilities

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

relocations must be approved and signed by the Design Support Section of the NYSDOT Design Quality Assurance Bureau (see Local Projects Manual Appendix 10-8).

6.05 Railroad (Not Applicable)

6.06 Bridge Inventory and Load Rating Forms (Not Applicable)

6.07 Information Transmittal

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

Section 7 - Advertisement, Bid Opening and Award

7.01 Advertisement

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

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

7.02 Bid Opening (Letting)

The **Consultant** will assist the **Sponsor** in holding the public bid opening.

7.03 Award

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

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

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

The **Sponsor** will award the contract and will transmit the award package to the NYSDOT as described in the Local Projects Manual.

Section 8 - Construction Support

8.01 Construction Support

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

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

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

The **Consultant** has prepared a Construction Management Plan for this project in accordance with the Procedures for Locally Administered Projects. In addition to the provisions set forth in this scope of services, the CMP will be used as the basis to administer the inspection and oversight for this project

Not reimbursable under this Section are:

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

Section 9 – Construction Inspection

9.01 Equipment

A field office is required for this project.

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

9.02 Inspection

The **Consultant** must provide, to the satisfaction of the **Sponsor**, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The **Consultant** must assume responsibility, as appropriate, for the administration of the contract including maintaining complete project records, processing payments, performing detailed inspection work and on-site field tests of all materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the project.

9.03 Municipal Project Manager

The **Sponsor** will assign a Project Manager to the contract covered by this agreement. This Project Manager will be the **Sponsor's** official representative on the contract and the **Consultant** must report to and be directly responsible to said Project Manager.

9.04 Ethics

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

9.05 Health and Safety Requirements

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

9.06 Staff Qualifications and Training

The **Consultant** must provide sufficient trained personnel to adequately and competently perform the requirements of this agreement. The experience of all field staff shall be in accordance (equivalent) with the definitions of NICET Certification. The **Consultant** shall make available to all field personnel the necessary safety and performance equipment needed to complete the oversight of the construction inspection.

9.07 Scope of Services/Performance Requirements

- Quality

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

- Record Keeping & Payments to the Contractor

All records must be kept in accordance with the NYSDOT Manual for Uniform Record Keeping as well as any requirements required by the **Sponsor**. The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract to ensure that the Contractor complies with the Contract Plans and Specifications.

Any record plans, engineering data, survey notes or other data provided by the **Sponsor** should be returned to the **Sponsor** at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the **Consultant** will bear the endorsement of the **Consultant**. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.

Unless otherwise modified by this agreement, the **Consultant** will check, and when acceptable, approve all structural shop drawings.

The **Consultant** must submit the final estimate of the contract to the **Sponsor** within four (4) weeks after the date of acceptance of the contract. All project records must be cataloged, indexed, packaged, and delivered to the **Sponsor** within five (5) weeks after the date of the acceptance of the contract.

- Health & Safety/Maintenance and Protection of Traffic

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

- Monitoring Equal Opportunity/Labor Requirements

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

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- | | |
|-----------|--|
| Section 1 | Estimate <u>4</u> meetings during the life of this agreement. |
| | Estimate <u>24</u> cost and progress reporting periods will occur during the life of this agreement. |
| Section 4 | Estimate <u>5</u> permits will be required. |
| | <ul style="list-style-type: none">○ USACE Nationwide #3 for Maintenance○ USACE Nationwide #13 for Bank Stabilization○ NYSDEC Section 401 Water Quality Certification Permit○ NYSDEC Article 15 Protection of Waters○ NYSDEC SPDES Permit |
| Section 5 | 5.011 Estimate 1 meeting(s) with the Sponsor. |
| | 5.0121 Estimate 0 temporary easement title search |
| | 5.0122 Estimate 1 last owner title searches |
| | 5.0123 Estimate 0 20 year title searches |
| | 5.0124 Estimate 0 full abstracts. |
| | 5.0131 Estimate 1 last owner title certifications. |
| | 5.0132 Estimate 0 20 year title certifications. |
| | 5.0133 Estimate 0 full abstract certifications. |
| | 5.03 Estimate 1 acquisition map reviews. |
| | 5.05 Estimate 1 right of way cost estimate(s). |
| | 5.061 Estimate 0 Informational Meetings |
| | 5.062 Estimate 0 EDPL Public Hearings |
| | 5.071 Estimate 1 Preliminary Property Owner Interviews. |
| | 5.0721 Estimate 1 Limited Appraisal Reports. |
| | 5.0722 Estimate 0 Full Take Appraisal Reports. |

- 5.0723 Estimate **0** Before & After (land only) Appraisal Reports.
- 5.0724 Estimate **0** Before & After Appraisal Reports.
- 5.0725 Estimate **0** properties requiring two independent appraisal reports.
- 5.08 Estimate 1 appraisal reviews.
- 5.09 Estimate 1 meetings with the Sponsor.
- 5.092 Estimate 1 offer packages.
- 5.093 Estimate **3** negotiation contacts per property owner.
- 5.095 Estimate **2** revisions to Just Compensation
- 5.096 Estimate **0** Administrative Settlements.
- 5.0971 Estimate **0** partial release(s) of mortgage.

Estimate 0 Lien subordination agreements.

Estimate **0** Lien satisfactions.

Estimate 1 miscellaneous title curative issues.
- 5.0972 Estimate **0** property tax proration calculations.
- 5.0973 Estimate 1 closing packages.
- 5.098 Estimate 1 right of way certificates.

Section 6

Final Design will include but not be limited to:

- Development of highway and culvert plans
- Highway design
- Culvert design
- Preparation of right-of-way plans and acquisition maps
- Development and design for public utilities
- Maintenance and protection of traffic during construction
- Preparation and submission of final Plans, Specifications, and Estimate (PS&E) for the project

Estimate 1 cost estimate(s) plus 1 update will be required.

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

Estimate 4 utility companies and 0 railroad agencies will be affected.

Section 7 Estimate 2 copies of the final contract bid documents will be needed.

Estimate advertisements will be placed in 2 publications in addition to the NYS Contract Reporter.

Section 8 Estimate 6 requests that require effort will be made during the construction phase of the projects

Estimated Staffing Hours					
8.01	Construction Support	SR. ASSOC	CM	S.E.	
	Verifying Field Conditions/Changes/Shop Drawings/Submittals	8	40	40	
Total		8	40	40	

Section 9 Estimate Construction will be a 4-month duration with one full-time Resident Engineer with oversight by a Construction Manager.

Estimated Staffing Hours							
		VP	SR. ASSOC.	CM	S.E.	RE	SET
9.01	Initial set up/Pre-Con Meeting	0	0	8	0	0	0
9.01	Field Equipment/Office set-up (including APPIA set-up)	0	0	8	0	0	0
9.02	Inspection (See Staffing Table)	0	20	90	10	800	0
9.03	Municipal Project Engineer (See Staffing Table)						
9.04	Ethics (Hours incorporated in Task 9.02)						
9.05	Health & Safety Requirements – Assume initial staff meeting at office (hours incorporated in Task 9.02)						
9.06	Staff qualifications/training (Hours incorporated in Task 9.02)						
9.07	Scope of services/performance requirements						
	Quality (Hours incorporated in Task 9.02)						
	Progress payments/record keeping (Hours incorporated in Task 9.02)						
	As-Built plans/Closeout/Level 1 Load Rating	0	4	40	10	40	10
Total		0	24	146	20	840	10

10.02 Technical Assumptions

- A. Major Items of Work include construction of a new culvert carrying Wesley Chapel Road over Willow Tree Brook and limited highway approach work and stream bank construction to tie the new culvert in with the adjacent roadway and stream. An off-site detour is assumed for work zone traffic control.
- B. Topographic Survey and Mapping was completed by NYSDOT during the preliminary design phase. The Survey and Mapping will be available for use in development of the final design and plans for this project. It is assumed that no additional survey is required.
- C. The project will be progressed using English units.
- D. Assume the proposed replacement structure will be a culvert with a span length of 18 feet.
- E. Contract plans and cross-sections will be prepared at ½ size (11"x17"), per NYSDOT requirements.
- F. A hydraulic analysis was completed by NYSDOT during the preliminary design phase. It is assumed that the proposed culvert was sized correctly and no additional hydraulic analysis is necessary.
- G. Subsurface investigations were completed by NYSDOT during the preliminary design phase. It is assumed that additional soil borings or subsurface investigation is not required.
- H. It is assumed that traffic counts, crash analysis and capacity analysis was completed by NYSDOT during the preliminary design phase. No additional traffic counts, crash analysis or capacity analysis are assumed to be required as part of this project.
- I. It is assumed that all traffic will be maintained by an off-site detour during construction.
- J. Assume wetland delineation will not be required.
- K. Coordination with NYS SHPO regarding Section 106 impacts to Historic Properties and/or Cultural resources was completed by NYSDOT during the preliminary design phase. SHPO indicated that the project will have no impact on historic/cultural resources. It is assumed that there will be no change to the Area of Potential Effect or the SHPO determination for the project.
- L. It is assumed that a preliminary hazardous waste assessment was completed by NYSDOT during preliminary design. It is assumed that the preliminary hazardous waste assessment did not find conditions or materials that will require remediation or pose a significant threat to the health of the environment within

the footprint of the projects. Phase II site characterization studies or subsurface investigations are not assumed to be necessary.

- M. Asbestos investigations will be limited to the culvert itself. It is assumed that no ACM's (asbestos containing materials) will be found on the culvert.
- N. Paint on the existing structure will be tested for possible lead based or asbestos containing paint materials. Lead based or asbestos containing paint materials are assumed not to be present. Further, it is assumed that the containment and re-painting of the structure will not be required.
- O. It is assumed that tree clearing will be required and will be performed during the allowable seasonal cutting periods if necessary due to potential presence of protected bat species.
- P. It is assumed that less than 1.0 acre of ground disturbance will occur, therefore, a Stormwater Pollution Prevention Plan (SWPPP) will not be required.
- Q. Assume 0 Public Information Meeting and no public hearing will be required.
- R. Assume 1 ROW takings from 1 separate and distinct property owners will be required.
- S. Assume 1 ROW takings will be valued at less than or equal to \$10,000 each.
- T. Assume all recording fees will be waived by the County Clerk.
- U. The development of a bar list will not be required
- V. It is assumed that no special specifications will be required to be written. Further, if any special specification are deemed to be required, they will be reviewed for approval and adoption by NYSDOT prior to inclusion.
- W. Assume three overhead (3) utilities and one (1) underground utility will be impacted by the project. Utility agreements will need to be updated/confirmed with each utility owner prior to PS&E submission.
- X. It is assumed that the CAD files for the original design plans will be available for use on the project. The scope of the final design of the project will utilize the details from the plans already developed and make any adjustments necessary based on the design verification.

Attachment C

Staffing Rates, Staffing Hours, Reimbursables and Fee

BARTON & LOGUIDICE, D.P.C.
PIN 8762.33
WESLEY CHAPEL ROAD CULVERT
OVER WILLOW TREE BROOK
VILLAGE OF WESLEY HILLS, ROCKLAND COUNTY, NY

CONTENTS

Exhibit	Description
A-1	SALARY SCHEDULE (B&L)
A-2	STAFFING TABLE - DESIGN (B&L)
A-3	DIRECT NON-SALARY. COST - DESIGN (B&L)
B-1	STAFFING TABLE - CONSTRUCTION (B&L)
B-2	DIRECT NON-SALARY COST - CONSTRUCTION (B&L)
B-3	SUMMARY - CONSTRUCTION (B&L)
C	SUMMARY

Exhibit A, Page 1
Salary Schedule

BARTON & LOGUIDICE, D.P.C.
PIN 8762.33
WESLEY CHAPEL ROAD CULVERT
OVER WILLOW TREE BROOK

JOB TITLE	ASCE (A) OR NICET (N) GRADE		AVERAGE		MAXIMUM		AVERAGE		MAXIMUM		OVERTIME CATEGORY
			HOURLY RATES		HOURLY		HOURLY RATES		HOURLY		
			PRESENT	2025	RATES	2025	PROJECTED	2026	RATES	2026	
Principal	IX	(A)	\$	132.20	\$	137.00	\$	138.81	\$	144.00	A
Senior Vice President	IX	(A)	\$	107.40	\$	123.00	\$	112.77	\$	130.00	A
Vice President	IX	(A)	\$	84.77	\$	90.00	\$	89.01	\$	95.00	A
Senior Associate	VIII	(A)	\$	76.45	\$	78.20	\$	80.27	\$	83.00	A
Associate	VIII	(A)	\$	71.54	\$	81.50	\$	75.12	\$	86.00	A
Chief Engineer	VII	(A)	\$	69.83	\$	78.00	\$	73.32	\$	82.00	B
Senior Managing Engineer	VII	(A)	\$	64.61	\$	73.00	\$	67.84	\$	77.00	B
Senior Managing Hydrogeologist	VII	(A)	\$	66.25	\$	71.00	\$	69.56	\$	75.00	B
Senior Managing Industrial Hygienist	VII	(A)	\$	63.20	\$	63.20	\$	66.36	\$	67.00	B
Senior Managing Landscape Architect	VII	(A)	\$	56.60	\$	57.00	\$	59.43	\$	60.00	B
Senior Project Manager	VII	(A)	\$	65.31	\$	80.00	\$	68.58	\$	84.00	B
Chief Asset Management Specialist	VI	(A)	\$	79.00	\$	79.00	\$	82.95	\$	83.00	B
Lead Architect	VI	(A)	\$	55.30	\$	55.30	\$	58.07	\$	59.00	B
Lead Engineer	VI	(A)	\$	56.40	\$	56.40	\$	59.22	\$	60.00	B
Lead Environmental Scientist	VI	(A)	\$	56.00	\$	56.00	\$	58.80	\$	59.00	B
Lead Landscape Architect	VI	(A)	\$	48.00	\$	48.00	\$	50.40	\$	51.00	B
Managing Engineer	VI	(A)	\$	55.20	\$	57.70	\$	57.96	\$	61.00	B
Managing Hydrogeologist	VI	(A)	\$	54.50	\$	54.50	\$	57.23	\$	58.00	B
Managing Landscape Architect	VI	(A)	\$	46.00	\$	46.00	\$	48.30	\$	49.00	B
Project Manager	VI	(A)	\$	47.00	\$	50.00	\$	49.35	\$	53.00	B
Senior Staff Engineer	VI	(A)	\$	47.75	\$	48.00	\$	50.14	\$	51.00	B
Managing Architect	V	(A)	\$	53.25	\$	54.50	\$	55.91	\$	58.00	B
Managing Community Planner	V	(A)	\$	45.50	\$	45.50	\$	47.78	\$	48.00	B
Managing Industrial Hygienist	V	(A)	\$	45.00	\$	45.00	\$	47.25	\$	48.00	B
Project Community Planner	V	(A)	\$	36.75	\$	37.50	\$	38.59	\$	40.00	B
Senior Construction Manager	V	(A)	\$	66.00	\$	66.00	\$	69.30	\$	70.00	B
Senior Project Engineer	V	(A)	\$	51.17	\$	56.70	\$	53.73	\$	60.00	B
Senior Project Environmental Scientist	V	(A)	\$	44.00	\$	44.00	\$	46.20	\$	47.00	B
Senior Project Landscape Architect	V	(A)	\$	44.00	\$	44.00	\$	46.20	\$	47.00	B
Senior Staff Environmental Scientist	V	(A)	\$	39.90	\$	43.00	\$	41.90	\$	46.00	B
Crew Chief	IV	(A)	\$	38.97	\$	42.50	\$	40.92	\$	45.00	B
Lead Asset Management Specialist	IV	(A)	\$	63.50	\$	63.50	\$	66.68	\$	67.00	B
Project Architect	IV	(A)	\$	43.20	\$	43.20	\$	45.36	\$	46.00	B
Project Engineer	IV	(A)	\$	45.62	\$	48.80	\$	47.90	\$	52.00	B
Senior Staff Hydrogeologist	IV	(A)	\$	37.00	\$	37.00	\$	38.85	\$	39.00	B
Staff Architectural Designer	IV	(A)	\$	36.70	\$	36.70	\$	38.54	\$	39.00	B
Staff Asset Management Specialist	IV	(A)	\$	58.30	\$	58.30	\$	61.22	\$	62.00	B
Staff Engineer	IV	(A)	\$	46.04	\$	49.50	\$	48.34	\$	52.00	B
Staff Environmental Scientist	IV	(A)	\$	35.00	\$	35.00	\$	36.75	\$	37.00	B
Staff Field Scientist	IV	(A)	\$	35.00	\$	38.50	\$	36.75	\$	41.00	B
Staff Industrial Hygienist	IV	(A)	\$	37.80	\$	37.80	\$	39.69	\$	40.00	B
Staff Intern Architect	IV	(A)	\$	44.50	\$	44.50	\$	46.73	\$	47.00	B
Staff Hydrogeologist	III	(A)	\$	30.30	\$	30.30	\$	31.82	\$	32.00	B
Architectural Designer I	II/I	(A)	\$	27.00	\$	28.00	\$	28.35	\$	30.00	B
Architectural Designer II	II/I	(A)	\$	31.00	\$	33.00	\$	32.55	\$	35.00	B
Assistant Landscape Architect I	II/I	(A)	\$	34.00	\$	43.00	\$	35.70	\$	46.00	B
Assistant Landscape Architect II	II/I	(A)	\$	31.70	\$	31.70	\$	33.29	\$	34.00	B
Community Planner I	II/I	(A)	\$	27.37	\$	28.60	\$	28.74	\$	31.00	B
Community Planner II	II/I	(A)	\$	30.25	\$	30.50	\$	31.76	\$	33.00	B
Engineer I	II/I	(A)	\$	37.08	\$	38.00	\$	38.93	\$	40.00	B
Engineer II	II/I	(A)	\$	40.35	\$	43.50	\$	42.37	\$	46.00	B
Engineering Designer I	II/I	(A)	\$	38.30	\$	46.00	\$	40.22	\$	49.00	B
Engineering Designer II	II/I	(A)	\$	49.77	\$	51.50	\$	52.26	\$	55.00	B
Environmental Scientist I	II/I	(A)	\$	25.67	\$	26.00	\$	26.95	\$	28.00	B
Environmental Scientist II	II/I	(A)	\$	29.67	\$	30.50	\$	31.15	\$	33.00	B
Chief Inspector	IV	(N)	\$	52.50	\$	55.00	\$	55.13	\$	58.00	C
Office Engineer	IV	(N)	\$	52.67	\$	54.00	\$	55.30	\$	57.00	C
Resident Engineer	IV	(N)	\$	54.36	\$	65.00	\$	57.08	\$	69.00	C
Senior Engineering Technician	IV	(N)	\$	47.37	\$	50.00	\$	49.74	\$	53.00	C
Senior Inspector	IV	(N)	\$	46.00	\$	46.00	\$	48.30	\$	49.00	C
Construction Manager	III	(N)	\$	51.07	\$	53.20	\$	53.62	\$	56.00	C
Inspector	III	(N)	\$	31.00	\$	37.50	\$	32.55	\$	40.00	C
Senior Environmental Technician	III	(N)	\$	24.00	\$	24.00	\$	25.20	\$	26.00	C
Senior Inspector	III	(N)	\$	45.24	\$	51.00	\$	47.50	\$	54.00	C
Engineering Technician	II	(N)	\$	36.50	\$	37.50	\$	38.33	\$	40.00	C
Environmental Technician	II	(N)	\$	21.95	\$	22.00	\$	23.05	\$	24.00	C
Industrial Hygienist I	I	(N)	\$	24.35	\$	25.30	\$	25.57	\$	27.00	C
Contract Specialist	N/A		\$	41.92	\$	74.50	\$	44.02	\$	79.00	B
Engineering Aide	N/A		\$	37.40	\$	37.40	\$	39.27	\$	40.00	B
Group Technical Assistant	N/A		\$	23.70	\$	23.70	\$	24.89	\$	25.00	B
Intern	N/A		\$	19.86	\$	21.00	\$	20.85	\$	23.00	B
Senior Group Technical Assistant	N/A		\$	29.55	\$	34.40	\$	31.03	\$	37.00	B
UAS Operator	N/A		\$	42.00	\$	42.00	\$	44.10	\$	45.00	B

NOTES:

OVERTIME POLICY

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

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

Exhibit A, Page 2

Staffing Table

BARTON & LOGUIDICE, D.P.C.
PIN 8762.33
WESLEY CHAPEL ROAD CULVERT
OVER WILLOW TREE BROOK

JOB TITLE	ASCE (A)												
	OR												
	NICET (N)	General	Data Collection	Preliminary Design	Environmental	ROW	Detailed Design	Bid and Award	Cons. Support	Cons. Inspection	TOTAL HOURS	PROJECTED HOURLY RATE	DIRECT TECHNICAL LABOR
GRADE		1	2	3	4	5	6	7	8	9			
Principal	IX						2				2	\$132.20	\$ 264.40
Senior Vice President	IX										0	\$107.40	\$ -
Senior Associate	VIII	30					21				51	\$76.45	\$ 3,898.95
Associate	VIII				4						4	\$71.54	\$ 286.16
Senior Managing Engineer	VII					50					50	\$64.61	\$ 3,230.50
Construction Manager	III	30			2		72	18			122	\$51.07	\$ 6,230.54
Managing Engineer	VI						4				4	\$55.20	\$ 220.80
Senior Project Engineer	V						24	20			44	\$51.17	\$ 2,251.48
Staff Engineer	IV						46				46	\$46.04	\$ 2,117.84
Senior Staff Environmental Scientist	V				28						28	\$39.90	\$ 1,117.20
Managing Industrial Hygienist	V										0	\$45.00	\$ -
Staff Industrial Hygienist	IV										0	\$37.80	\$ -
Engineer II	III										0	\$40.35	\$ -
Engineer I	III				16		139				155	\$37.08	\$ 5,747.40
Environmental Scientist II	III				55						55	\$29.67	\$ 1,631.85
Senior Engineering Technician	IV						148				148	\$47.37	\$ 7,010.76
Contract Specialist	N/A	18									18	\$41.92	\$ 754.56
Senior Group Technical Assistant	N/A										0	\$29.55	\$ -
TOTAL		78	0	0	105	50	456	38			727		\$34,762.44

Exhibit A, Page 3
Estimate of Direct Non-Salary Cost

BARTON & LOGUIDICE, D.P.C.
PIN 8762.33
WESLEY CHAPEL ROAD CULVERT
OVER WILLOW TREE BROOK

1. Travel, Lodging and Subsistence

Trips to	trips	miles per			
Alb Office to Site	6	260	miles/trip	1560	
Syr Office to Site	1	550	miles/trip	550	
Total Mileage				2110	@ \$0.700 \$1,477.00

TOTAL TRAVEL, LODGING, & SUBSISTENCE \$1,477

2. Reproduction, Drawings & Report

			Sheets	Set	
Design Report					
Pre-Draft thru Final		0.10	300	0	\$0.00
Brochure/Handout		1.00	2	0	\$0.00
Plans/Cross-Sections		0.10	50	10	\$50.00
Miscellaneous		0.10	500	0	\$0.00

TOTAL DRAWING, REPORT, REPRODUCTION \$50

3. Environmental Screenings/Reports **\$0**

4. Asbestos and Lead Sample Testing (assume 4 samples from bridge) **\$500**

5. Mail, Postage & Shipping **\$100**

6. Subcontractor for Borings (Estimated) Soil Borings (Assume 2) **\$0**

7. Subconsultant for Survey Survey and Mapping (CIVIL TEC) **\$5,000**

8. Subconsultant for ROW

Title Searches (Assume 1)	\$500
Title Certification	\$600
Appraisals - Stropp (Assume 1)	\$2,500
Appraisal Review (Fanelli)	\$750

TOTAL DIRECT NON-SALARY COST \$2,127

TOTAL DIRECT NON-SALARY COST (SUBCONSULTANTS) \$9,350

PN 8762.33
WESLEY CHAPEL ROAD CULVERT
OVER WILLOW TREE BROOK
VILLAGE OF WESLEY HILLS, ROCKLAND COUNTY, NY
Construction Support and Construction Inspection

		321 Construction Administration and Inspection																			
ASCE (A)		8.01	9.01	9.02										9.07		PROJ'D	DIRECT	PROJ'D		DIRECT	
OR															TOTAL	HOURLY	TECHNICAL	OT	OT	TECHNICAL	
NICET (N)				April 26	May 26	June 26	July 26	Aug 26	Sept 26	Total											
GRADE				Reg	OT	Reg	OT	Reg	OT	Reg	OT	Reg	OT		HOURS	RATE	LABOR	HOURS	PREM.	OT	
Principal	IX (A)											0	0		0	\$138.81	\$ -				
Senior Vice President	IX (A)											0	0		0	\$112.77	\$ -				
Senior Associate	VIII (A)	8		4		4		4		4		4		20	0	4	\$80.27	\$ 2,568.72			
Associate	VIII (A)											0	0		0	\$75.12	\$ -				
Senior Managing Engineer	VII (A)											0	0		0	\$67.84	\$ -				
Construction Manager	III (N)	40	16	20		20		20		10		90	0	40	186	\$53.62	\$ 9,973.97				
Chief Engineer	VI (A)											0	0		0	\$73.32	\$ -				
Staff Engineer	IV (A)	40		2		2		2		2		10	0	10	60	\$48.34	\$ 2,900.52				
Senior Project Engineer	V (A)											0	0		0	\$53.73	\$ -				
Project Engineer	IV (A)											0	0		0	\$47.90	\$ -				
Senior Project Environmental Scientist	V (A)											0	0		0	\$46.20	\$ -				
Engineer II	II/I (A)											0	0		0	\$42.37	\$ -				
Engineer I	II/I (A)											0	0		0	\$38.92	\$ -				
Resident Engineer	IV (N)			174	16	174	16	174	16	40		736	64	40	840	\$ 69.00	\$ 57,960.00	64	\$ 34.50	\$ 2,208.00	
Senior Engineering Technician	IV (N)											0	0	10	10	\$49.74	\$ 497.39				
Engineering Technician	II (N)											0	0		0	\$38.33	\$ -				
Senior Inspector	IV (N)											0	0		0	\$48.30	\$ -				
Senior Group Technical Assistant	N/A											0	0		0	\$31.03	\$ -				
Staff Environmental Scientist	IV (A)											0	0		0	\$36.75	\$ -				
TOTAL		88	16	200	16	200	16	200	16	56	0	0	0	856	64	104	1128	\$73,900.60		\$2,208.00	
		1128																			

Exhibit B, Page 2
Estimate of Direct Non-Salary Cost

PIN 8762.33
WESLEY CHAPEL ROAD CULVERT
OVER WILLOW TREE BROOK
VILLAGE OF WESLEY HILLS, ROCKLAND COUNTY, NY
Construction Support and Construction Inspection

Construction Inspection & Administration

1. Travel, Lodging and Subsistence

Trips to	trips	miles per					
Alb to Site	12	260	miles/trip	3120	Miles		
Alb to Precast	4	150	miles/trip	600	Miles		
Total Mileage				3720	@	\$0.700	\$ 2,604
TOTAL TRAVEL, LODGING, & SUBSISTENCE							\$ 2,604

2. Reproduction, Drawings & Report

	each	sheets/set	sets		
Reports					
Daily Inspection	0.05	30	0	\$	-
Miscellaneous	0.05	30	0	\$	-
Plans/Cross-Sections					
As-Built Drawings	0.90	30	10	\$	270
TOTAL DRAWING, REPORT, REPRODUCTION					\$ 270

3. Mail, Postage & Shipping \$ 50

4. APPIA License \$ 2,500

TOTAL DIRECT NON-SALARY COST \$ 5,424

5. QA/QC Testing (Subcontracted) (Actual 2025)

CONCRETE	UNIT	UNIT COST	TOTAL		
FIELD TESTING (SLUMP/AIR)	0 DAY	\$ 760.00	\$ -		
	6 1/2 DAY	\$ 495.00	\$ 2,970.00		
CONCRETE CYLINDERS	36 EACH	\$ 25.00	\$ 900.00		
SAMPLE PICK UP	6 EACH	\$ 150.00	\$ 900.00		
SOILS					
SIEVE/PROCTOR	2 EACH	\$ 350.00	\$ 700.00		
FIELD DENSITY	4 DAY	\$ 950.00	\$ 3,800.00		
	0 1/2 DAY	\$ 620.00	\$ -		
TOPSOIL TESTING	1 EACH	\$ 250.00	\$ 250.00		
MILEAGE	1000 MILES	\$ 0.70	\$ 700.00	\$	10,200
PILES					
DYNAMIC PILE TESTING (1 per abutment, 2 total)				\$	-
BEAMS					
QC INSPECTION AT FABRICATION PLANT (Included in 9.01)				\$	-
TOTAL SUB-CONTRACTOR/SUBCONSULTANT COSTS					
					\$ 10,200

Supplemental Scope Summary

PIN 8762.33

WESLEY CHAPEL ROAD CULVERT

OVER WILLOW TREE BROOK

VILLAGE OF WESLEY HILLS, ROCKLAND COUNTY, NY

Construction Support and Construction Inspection

.321 CA/CI

TOTAL

Item IA, Direct Technical

Salaries (estimated)

subject to audit

\$ 15,941 Office

\$ 57,960 Field

Item IB, Direct Technical

Salaries Premium Portion

of overtime subject to

audit (estimate)

\$ 2,208

Item II, Direct Non-

Salary Cost (estimated)

subject to audit

\$ 5,424

Item II Direct Non-

Salary Cost (estimated)

subject to audit

(Sub-Consultant Cost)

Material Testing \$ 10,200

Dynamic Pile Testing \$ -

Beam Fabrication Plant Testing \$ -

Item III, Overhead

(estimated) subject to audit

office rate 1.67 %

\$ 26,621

field rate 1.26 %

\$ 73,030

Item IV, Fixed

Fee (negotiated)

11%

\$ 19,090

TOTAL ESTIMATED PROJECT COST

\$ 210,473

MAXIMUM AMOUNT PAYABLE (SUPPLEMENT 1)

\$ 210,473

Exhibit C

Summary

BARTON & LOGUIDICE, D.P.C.

PIN 8762.33

WESLEY CHAPEL ROAD CULVERT
OVER WILLOW TREE BROOK

	Design .121/.122	ROW Incidental .221/.222	CA/CI .321	TOTAL
Item IA, Direct Technical Salaries (estimated) subject to audit	\$31,532	\$3,231	\$73,901	\$108,663
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$0	\$0	\$2,208	\$2,208
Item II, Direct Non- Salary Cost (estimated) subject to audit	\$2,127	\$0	\$5,424	\$7,551
Item II Direct Non- Salary Cost (estimated) subject to audit				
(Sub-Consultant Cost) Survey	\$5,000	\$0	\$0	\$5,000
ROW	\$0	\$4,350	\$0	\$4,350
Material Testing	\$0	\$0	\$10,200	\$10,200
Dynamic Pile Testing	\$0	\$0	\$0	\$0
Item II Direct Non- Salary Cost (estimated) subject to audit				
(Sub-Consultant Cost) Soil Borings	\$0	\$0	\$0	\$0
Item III, Overhead (estimated) subject to audit) (@ 167% Office Rate/126% Field)	\$52,658	\$5,395	\$99,650	\$157,704
Item IV, Fixed Fee (negotiated)	\$9,260	\$950	\$19,090	\$29,300
SUB-TOTAL	\$100,577	\$13,925	\$210,473	\$324,976
MAXIMUM AMOUNT PAYABLE		\$324,976		