

AGREEMENT FOR PROFESSIONAL SERVICES

Scottsville Road & Elmwood Avenue WCL- Mount Hope Avenue

Project Scope: Design Services

City Project ID #: 17102

Consultant: _____

Agreement #: _____

Authorizing Ordinance: _____

INDEX

ARTICLE I

Part 1. DESCRIPTION OF PROJECT

Part 2. DESCRIPTION OF PROFESSIONAL SERVICES

Section 1.201 General

Section 1.202 Basic Services

A. Design Approval Document

1. Design Approval Document
2. Meetings

B. Investigation Phase

1. Existing Data
2. Existing Sewer, Water and Other Facilities
3. Traffic
4. Roadway
5. 50% Plans
 - a. Preliminary plans
 - b. Cost estimate
 - c. Review copies
6. Meetings

C. Final Design – 90% plans

1. Develop Contact Documents
2. Review copies
3. Cost estimate
4. City's Contract Documents
5. Work permits

D. Bidding Phase

1. Addenda preparation
2. Pre-bid and Pre-Award meetings
3. Conformed copy preparation

- E. Construction Phase
 - 1. Consultation Services
 - 2. Jobsite visits
 - 3. Field meetings
 - 4. As-Built drawings preparation
 - 5. Digital as-built drawing submission

Section 1.203 Additional Services

Part 3. CITY RESPONSIBILITIES

Part 4. FEES

Section 1.401 General

Section 1.402 Fee for Basic Services and Reimbursable Expenses

Section 1.403 Fee for Additional Services

Section 1.404 Fee Administration

Part 5. TERM

Part 6. TIME OF PERFORMANCE

Part 7. AUTHORIZED AGENT

Part 8. OWNERSHIP OF DOCUMENTS

Part 9. INSPECTION OF WORK

ARTICLE II

ATTACHMENTS

Schedule A	Fee Schedule
Schedule B	Time Schedule

Attachment A	NYS Prevailing Wage Rates
Attachment B	City Digital Record File Standards
Attachment C	Notice to Employees Concerning City Of Rochester Living Wage Ordinance

AGREEMENT

THIS AGREEMENT, entered into on the ____ day of _____, 2017, by and between the CITY OF ROCHESTER, a Municipal Corporation having its principal office located at CITY HALL, 30 Church Street, Rochester, New York, 14614, hereinafter referred to as the "City" and _____, located at _____, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City, through the Department of Environmental Services, desires to engage the Consultant for the purposes of providing professional engineering design services required in connection with the **Scottsville Rd & Elmwood Ave WCL to Mt. Hope Ave** hereinafter referred to as the "Project", and,

WHEREAS, the Consultant covenants that it has the personnel, skills and expertise required and wishes to undertake the engineering services related to the Project.

NOW THEREFORE, the City and the Consultant do mutually agree, in consideration of the covenants, terms and conditions contained herein, as follows:

ART. I, Part 1. DESCRIPTION OF PROJECT

A. Project Description

This project includes but not limited to improvements generally identified below.

Street Improvements

It is proposed these streets will be deep milled with truing and leveling to improve the drainage and rideability, spot base repair is anticipated. The limits of rehabilitation is to be determined during the Planning and Preliminary Engineering Phase.

Existing curbing and sidewalks will be replaced as needed. Sidewalk Curb Ramps will be reviewed and upgraded to assure compliance with current ADA standards.

The project should be considered for a road diet to improve bicycle access and adhere to initiatives identified within the City of Rochester's Complete Street Policy. A Bicycle Boulevard (BB) connecting the 19th Ward with Genesee Valley Park and the Genesee Riverway Trail is planned for installation in the future. This BB is anticipated to cross Scottsville Road at the Pioneer Street/Mineola Street intersection. Improvements that would facilitate safe, efficient crossings for bicyclists using the BB should be considered at this intersection.

Final geometrics shall be determined during the Planning and Preliminary Engineering.

Water Improvements

Basic adjustments of existing water valve covers is proposed.

Sewer Improvements

Adjustment and/or replacement of receiving basins frame and grates and manhole frame and covers are proposed.

Traffic Improvements

It is proposed that new pavement markings, signs (if necessary) and traffic signal loops be installed within the project limits.

The Consultant shall develop the project in accordance with the Monroe County/City Project Scoping document .

ART. I, Part 2. DESCRIPTION OF PROFESSIONAL SERVICES

Section 1.201 General

- A. The Consultant shall provide all basic engineering services required for the Project including but not limited to surveys, planning and preliminary engineering. The Consultant shall provide project cost estimates with submissions as specified herein and at interim points as required by the City.
- B. The Consultant shall provide additional services and perform contingent tasks, if required, at the request of the City.
- C. The Consultant is to have on its staff and is to retain during the performance of its services all appropriate professional personnel necessary to completely and accurately perform the work and services required. Where the design of structural, mechanical, electrical, civil or other engineering features of the work is included in the Project, such must be supervised, reviewed, and approved by an engineer registered to practice in the State of New York.
- D. The Consultant shall develop and submit to the City an implementation plan and schedule for the orderly and timely completion of requirements of this Agreement. The Consultant shall utilize appropriate graphics to illustrate the plan. All pertinent dates of meetings and submittals shall be identified subsequent to execution of this agreement.
- E. The Consultant shall be available to meet with the City periodically and as necessary to review the progress on the requirements of this Agreement and to provide engineering consultation.
- F. The Consultant shall maintain an up-to-date orderly assembled file of notes providing a history of the development of the Project. Notes shall include correspondence, calculations, documentation, references and other material necessary to establish the basis of the reports and recommendations. The Consultant shall furnish such notes to the City.
- G. The Consultant shall prepare and furnish to the City, within one week of the meeting, minutes of all meetings held and monthly written progress reports in a format mutually agreed upon.

SECTION 1.202 Basic Services

Design plans for :

Scottsville Road (West City Line to Elmwood Avenue)
Elmwood Avenue (Scottsville Road to Mount Hope Avenue)

The project includes the milling and resurfacing of the existing pavement along with spot base repair, spot curb repair, sidewalk repair inclusive of installation of handicap ramps as well as equipping existing ramps with truncated domes, adjustment of sewer and water castings along with repairing receiving basins, and replacement of traffic loops and pavement markings.

All pavement marking layout will be evaluated for the purpose of improving safety and to conform to the City's Complete Street Policy. Each street shall be evaluated for any potential road diet.

- a) Gather field data to tabulate needed curb, base repair, handicap ramp improvements for current ADA compliance, receiving basin improvements, sewer and water casting adjustments, and, confirm paving limits.
- b) Pavement cores for each road shall be obtained by the consultant to determine the pavement structure.
- c) The Highway Right of Way (Boundary) lines shall be depicted for each of the streets. Property lines for each parcel adjacent to the right of way lines will not be required.
- d) Consultant shall evaluate and make recommendations for compliance with City of Rochester "Complete Streets Policy"
- e) NYS SEQR shall be done by the Consultant.
- f) Consultant shall obtain traffic data from NYSDOT traffic volume data website and shall be responsible for obtaining any missing counts or turning movement counts that may be necessary.
- g) The City will provide MVA reports for the previous three year period. The Consultant shall provide accident analysis and diagrams for each of the three years. Accident rates should be compared to Monroe County average for the type of roadway.
- h) Consultant shall review Scottsville Road and Elmwood Road to determine if a road diet is feasible, recommendations shall be based upon the traffic study. The Consultant shall obtain traffic counts if available data is insufficient.
- i) In the event a road diet occurs, a public informational meeting will be conducted by the consultant. The City will schedule and facilitate the public meeting.
- j) The Consultant shall review all traffic signing and make recommendations for their improvements.
- k) Consultant shall complete signage inventory including sleeves and prepare a table to identify disposition and ownership.

- l) The Consultant shall review all parking and regulatory signing, bus stop locations and facilities, and access drive facilities and make recommendations for their improvement.
- m) The Consultant shall notify and meet with utilities/agencies identified by the City to review their involvements with the Project.
- n) Design for replacement of existing traffic loops located within the milling limits.
- o) Prepare plans showing pavement markings and signage, including new signage to support striping.
- p) Design for retrofitting existing traffic signal arms or span wires along with signal head relocation to accommodate new pavement marking plan.
- q) Acquire necessary Highway Work Permits from NYSDOT. Scottsville Road south of the City Line is within NYS R.O.W.
- r) It is assumed that existing traffic will be maintained on-site throughout the construction. Otherwise, detour analyses may be required for any proposed detours.
- s) The consultant shall present the work zone traffic control plans to the City's Traffic Control Board for their endorsement.
- t) Prepare plans and specifications for bids utilizing City of Rochester specifications. The City of Rochester shall provide a generic contract proposal book for preparation of the final proposal book.
- u) Consultant shall assist the city in advertising, bidding and award phases.
- v) Sidewalk access ramps must be in compliance with the most recent ADA Guidelines. New construction and design standards are included in Chapter 2 (design), Chapter 7 (1R, 2R, and 3R projects), and Chapter 18 (Pedestrian Facility Design under ADA) of the NYSDOT HDM. 1R projects only need to address ramps and crosswalks. Signals, sidewalks and uncontrolled driveways do not need to be evaluated or corrected as part of 1R project.

The following should be completed:

- All ramps and crosswalks that are within work limits should be inventoried using a format acceptable to the City of Rochester;
- Once the paving limits are chosen, only ramps and crosswalks that are within 30 feet of the paving limits should be identified, field measured, and tabulated. These will need to be addressed and updated to current standards during final design.
- No ramps are required at intersection quadrants without any sidewalks or paved surface for pedestrian use.
- If you are replacing a curb ramp (not replacing a single element) because it doesn't meet 1991 guidelines, it should be designed and built to current PROWAG standards.

- Detectable warning units should be installed on ALL ramps whether you are altering the ramps or not.

A. Design Approval Document

1. The concise design approval report shall be developed by the Consultant to supplement the Preliminary Plan. The Consultant shall provide the following information:
 - a. Evaluations, recommendations and design criteria pertinent to the design of the project elements.
 - b. A discussion of maintenance and protection of traffic and services required during construction of the Project.
 - c. A report on the extent of utility/agency involvement with the Project including preliminary construction schedule which shall identify project and utility work, duration, impacts and potential conflict.
 - d. Preliminary cost estimates with share breakdown.
 - e. An Environmental Assessment Form (EAF1c) detailing the effects of the project, particularly during the construction phase. This shall not constitute a requirement to prepare an Environmental Impact Statement.
2. Meetings
 - a. Review Meetings

Consultant shall present for review the Design Report at a review meeting with the City and others designated by the City and prepare minutes of this meeting. The Consultant shall incorporate any comments and direction resulting from this review meeting with the City.

B. Investigation Phase

1. Existing Data

- a. Consultant shall make maximum utilization of existing planimetric, topographic and utility maps and surveys, as available from the City, County, State, or private utilities. Base mapping shall consist of record drawings, GIS, and supplemented with survey data collected in the field. The project shall be tied to the New York state Plane Coordinate System, western zone, NAD'83. The information shall be plotted at a 1" = 20' scale, and show the NAD '83 coordinate grid, planimetric, topographic and utility details in the project area. Mapping shall be prepared on 22" X 34" mylar and digital form in accordance with the City Digital Record File Standards.

2. Existing Sewer, Water and Other Facilities

- a. Consultant shall locate and identify all storm, sanitary or combined sewer manholes and catch basins, water valves and services, and other similar structures within the Project Limits.
- b. Consultant shall evaluate the physical condition of existing storm sewer drains, catch basins, and shall utilize such information in the design of the Project.
- c. The condition and capacity of other utilities shall be reviewed with their respective owners by the Consultant. All planned improvements will be noted so that construction efforts can be coordinated between the City and third parties.
- d. The Consultant shall locate all existing overhead and underground utilities utilizing available system maps and cross-checking by site inspection.

3. Subsurface Investigations

- a. The Consultant shall use all available existing data regarding subsurface conditions for the evaluation and the design of the project. The Consultant shall, with the City's approval, perform borings and/or test pits as necessary to determine subsurface conditions.

4. Traffic

- a. Provisions for bicyclists and pedestrians shall be evaluated and appropriate improvement recommended. The Consultant shall review all parking and regulatory signing and make recommendations for their improvement. A traffic safety assessment for each street shall be prepared by the consultant as part of this agreement.
- b. Consultant shall obtain traffic data from NYSDOT traffic volume data website and shall be responsible for obtaining any missing counts or turning movement counts that may be necessary.
- c. The City will provide MVA reports for the previous three year period. The Consultant shall provide accident analysis and diagrams for each of the three years. Accident rates should be compared to Monroe County average for the type of roadway.

Roadway

- a. Consultant shall evaluate the existing roadway conditions including pavement, subgrade, curbs, sidewalks, etc. The Consultant shall prepare recommendations for proposed roadway features.

5. 50% Plans

- a. The preliminary design and the preparation of preliminary plans for the elements of the project shall be accomplished by the Consultant. The Consultant shall provide an in-depth design review at 35% complete including the following information:
 - i Preliminary plans, including a cover sheet, legend, typical sections pavement marking and signage plans. These plans shall be at the scale of 1" = 20'.
 - ii Preliminary cost estimates with share breakdown.
 - iii Consultant shall provide copies of the plans to various agencies and utilities as indicated by the City. The consultant shall utilize the city's reproduction services contract for project related mass production of plans.

6. Meetings

- a. Review Meetings

Consultant shall present for review the Preliminary Plans at a review meeting with the City and others designated by the City and prepare minutes of this meeting. The Consultant shall incorporate any comments and direction resulting from this review meeting with the City.

- b. Neighborhood Meeting(s)

At the request of the City and in cooperation with the City the Consultant shall conduct a meeting with neighborhood groups and merchant's associations neighboring the Project Area. In order to facilitate the dissemination of information at such meetings, the Consultant shall prepare necessary display and information material. The Consultant shall provide a memorandum summarizing these meetings.

- c. Traffic Control Board(TCB)

Consultant shall present the project to the Traffic Control board for approval of any traffic or geometric changes.

C. Final Design – 90% plans

1. Final Design and the preparation of detailed Contract Documents shall be accomplished by the Consultant in accordance with applicable City, County, State and Federal procedures for all elements of work as defined in the Preliminary Plans and Report Phase, including:
 - a. Street geometrics, including widenings or narrowings, alignment and intersection layout.
 - b. Street section including subgrade, pavement, shoulders, curbing, sidewalks, requirements for right-of-way etc.
 - c. Traffic features including pavement markings, parking zones, signing, street signs and signalization.
 - d. Sewer manholes and inlets including location, grades and types.
 - e. Water facilities - Replacement and/or adjustment of existing valve box covers.
 - f. Utility disposition: The Consultant shall prepare a detailed utility construction schedule. Such schedule shall identify work, duration, impacts and conflicts.
 - g. Parking, bus stop and access drive facilities.
 - h. Maintenance of traffic and services for the Project. It is anticipated traffic will be maintained on each street during construction activities. The Work Zone Traffic Control plan shall consist of standard details in accordance with the latest federal MUTCD.
2. Consultant shall make the following submissions and meeting presentations:
 - a. Consultant shall provide copies of the advance final plans to various agencies and utilities as indicated by the City. The consultant shall utilize the city's reproduction services contract for project related mass production of plans.
 - b. Two (2) sets each of Contract Documents and estimate w/ share breakdown.
 - c. The Consultant shall present the advance final design documents at a review meeting with the City and others designated by the City, if so requested.
3. Consultant is to provide the City with an updated cost estimate including the basis for quantities in the estimate and the funding share breakdown for the project based on complete drawings and specifications. In addition, a quantity work-up book is to be prepared and submitted.
4. Consultant is to prepare for the City's Contract Documents including the Project Summary, Special Instructions to Bidders, Bidding Forms, Special Terms and Conditions, Special Laws and Regulations, Project Specifications and working drawings for the Project. The bid documents are to be based upon standard City forms wherever applicable using the Standard construction documents. The Consultant is to furnish the Contract Documents under this Agreement, some of which are to be delivered by the consultant to utilities or other agencies as indicated by the City at the beginning Notice to Proceed of the Project. The consultant shall utilize the city's reproduction services contract for project related mass production of plans.
5. Consultant shall aid the city in obtaining all necessary work permits and agreements necessary to construct this project including but not limited to a New York State

Highway Work Permit and necessary Railroad agreements.

D. Bidding Phase

1. Consultant shall prepare addenda as required. Such addenda shall be prepared as required by the City's Purchasing agent. The quantity of copies of the addenda as designated by the city shall be submitted to the City and designated utilities and agencies.
2. Consultant is to assist the City in pre-bid meetings and pre-award meetings, obtaining bids, and reviewing and recommending awards, evaluating alternate bids, and preparing a construction contract.
3. Consultant shall prepare the conformed copies of the contract documents, prepare bid tabulations in a format agreed upon by the City, prepare a share breakdown based on the low bidders bid, prepare analysis of the bid tabulations and letter of recommendation for award. This information shall be returned to the City in 3 working days after bid opening, or sooner if required

E. Construction Phase

1. Consultant shall provide, during construction, periodic engineering consultation services to verify adherence to the design and to assist in the administration of the construction until final completion and acceptance by the City.
2. Consultant shall visit the job whenever requested by the City for the purpose of clarifying or interpreting any phase of the work.
3. Consultant shall attend on-the-job field meetings, as needed, and provide minutes of these meetings to the City and to parties designated by the City.
4. Consultant shall provide, based on marked up prints, drawings and other data furnished by the Resident Project Representative and the Contractor, furnish the city a set of reproducible drawings showing the Construction, certified as actually built. In addition, a set of drawings showing sewer construction shall be submitted to the Division of Pure Waters, and a set of drawings showing traffic items to the Monroe County Department of Transportation.
5. The Consultant shall provide a digital as-built drawing based on actual field measurements taken during construction and based on the survey completed under Article 1, Part 2, Section 1.202, Subsection A, Paragraph 2. (Surveys Mapping and Exhibits). The digital format must conform to the City digital standards and at a minimum contain separate layers for those feature outlined under Article 1, Part 8, Paragraph B.

Section 1.203 Additional Services

The following shall constitute Additional Services:

- A. If the Consultant is caused expense due to substantial revisions of previously approved studies, design documents, drawings or specifications, such revisions having been ordered in writing by the City, or if the scope of the project is significantly enlarged either by expansion of the project's physical limits or by increase of the Consultant's responsibilities, such shall constitute additional services.
- B. If the Consultant is requested to prepare an Environmental Impact Statement (EIS) for the Project, all services related to the preparation and approval of the EIS shall constitute additional services.
- C. Should the City require the services of the Consultant as an Expert Witness on behalf of the City and request such services in writing, serving as an Expert Witness shall constitute additional services.
- D. Performing work not described under Basic Services requested and authorized in writing by the City's Authorized Agent.
- E. If the Consultant is of the opinion that any work the Consultant has been directed to perform is beyond the scope of this agreement and constitutes extra work, the Consultant shall promptly notify the City's Authorized Agent in writing of this fact prior to beginning any of the work. The City shall be the sole judge as to whether or not such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work the City shall provide extra compensation to the Consultant in a fair and equitable manner. If necessary, an amendatory agreement providing the compensation and describing the work authorized shall be issued by the City to the Consultant for execution after approvals have been obtained from any necessary City, State, and Federal Highway Administration authorities.

ART. I Part 3. CITY RESPONSIBILITIES

The City shall:

- A. Provide as complete information as is reasonably possible regarding its requirements for the Project to the Consultant.
- B. Make available to the Consultant any information pertinent to the Project, including previous reports and any other data relevant to the design of the Project.
- C. Examine all studies, reports, sketches, estimates, drawings, specifications, proposals and other documents presented to the City by the Consultant for review and render decisions pertaining thereto within a reasonable period of time, so as not to delay the work of the Consultant.
- D. Advertise for proposals from bidders, open the proposals at the appointed time and place and pay all costs incident thereto.

- E. Designate a representative (Authorized Agent) to act as liaison between the City and the Consultant. The Authorized Agent will have the authority and responsibility to transmit instructions and to receive information with respect to the City policies and pertinent to the work covered by this Agreement, except as otherwise limited by Code or Charter of the City.
- F. Give written notice to the Consultant where the City observes or otherwise becomes aware of any default in the Consultant's performance hereunder or where the City does not concur with the design or other recommendations of the Consultant.
- G. Obtain approval of the State Department of Environmental Conservation and other governmental authorities having jurisdiction over the Project, with the assistance of the Consultant, for the actual Project construction work.
- H. Obtain required right of way with the assistance of the Consultant.

ART. I, Part 4. FEES

Section 1.401 General

- A. In no event whatsoever shall the total fee payable to the Consultant pursuant to this Agreement, including all costs and disbursements whatsoever, exceed _____.
- B. The Consultant shall have the right to bill the City on a monthly basis for services performed and not already billed.
- C. The Consultant shall submit duly executed invoices, plus supporting documentation required by the City, in order to receive payment.
- D. The City may audit the Consultants performance of this agreement, the adequacy of the Consultants accounting system, and the reasonableness of the Consultants overhead rates, and retain the results for New York State or Federal audit of the project. Costs claimed by or previously paid to the Consultant that cannot be appropriately supported or which do not comply with applicable City, New York State, or Federal regulations are subject to disallowance. Amounts paid to the Consultant that are subsequently disallowed are subject to recovery by the City from the Consultant or, at the option of the City, may be offset or reduced against current or future payment claims on this or other projects.

Section 1.402 Fee for Basic Services

- A. The fee payable to the Consultant for Basic Services pursuant to this Agreement shall be as initially set forth in Schedule A.
- B. The fee payable to the consultant for Overhead Allowance pursuant to this Agreement shall be as initially set forth in Schedule A.
- C. The fees payable to the Consultant for Reimbursable Expenses pursuant to this Agreement shall be as initially set forth in Schedule A.

- D. The fees payable to the Consultant for the Fixed Fee pursuant to this Agreement shall be as initially set forth in Schedule A.
- E. The City agrees to pay and the Consultant agrees to accept as full payment for the work and service performed pursuant to this Agreement the following fees, payable in the following manner:

1. Basic Services Fee Computation

- a. The Consultant's basic services fee shall be computed at the rate of 100% times actual direct salary expenses based on rates approved by the City's Authorized Agent for the Consultant's technical and professional personnel, except for surveyors, within the phase limits shown in Schedule A.
- b. Surveyor's wages are subject to the New York State Department of Labor, Bureau of Public Works, Prevailing Rate schedules. The City will pay the incremental cost due to the prevailing wage rate schedules established by the New York State Department of Labor. This incremental cost and supplemental benefits may be paid either as a component of basic services or as a direct cost, provided that only one of these methods may be chosen and applied to this agreement.

If the prevailing wage incremental costs and supplemental benefits are paid as a direct cost, see Section 1.402.E.5, below.

2. Overtime Premium

The city will not pay overtime costs arising from work on any part of this Agreement.

3. Overhead Allowance

An overhead allowance shall be established as a percentage of direct salary expenses for Basic Services, as described in Section 1.402.E.1 above, and shall conform to the Federal Acquisition Regulations (48 Code of Federal Regulations Part 31). The percentage is subject to audit and adjustment and shall not exceed the lowest rate of the following: that established by City or New York State Department of Transportation audits for the period being billed or the rate designated below. The rates initially estimated for progress payment billings by the Consultant and subconsultants for this agreement are

xxxxxxxxxxxxx	_____ %;
xxxxxxxxxxxxx	_____ %;

An increase in the approved overhead rate shall not be a reason for a change in the total fee payable for Basic Services or the Fixed Fee.

The Consultant shall provide the City with a copy of the following documents issued to the Consultant or subconsultants that apply to the periods during which services for this agreement are provided:

- a. Audits of the firm conducted to establish overhead rates in accordance with Federal Acquisition Regulations or to establish adequacy of the firms accounting systems with respect to Federal regulations or Government Accounting Standards; and,
- b. Correspondence from New York State or comparable agencies establishing overhead billing rates for Federal Aid projects, including NYS Department of Transportation pre-negotiation, pre-award, and overhead audit letters and related audit reports.

Consultant Overhead Approval Documentation

The Consultant shall submit to the City's Authorized Agent at least annually a copy of a current New York State Department of Transportation Pre-negotiation or Overhead Audit Reports, or of comparable audit reports performed by an independent Certified Public Accountant according to Government Auditing standards (GAO Yellow Book), to demonstrate that the Consultants rates and financial records conform to Federal Acquisition Regulations (48 CFR Part 31). (NYSDOT Form CONR385 acknowledgment letters, and pre-negotiation or overhead rate letters without the attached audit reports, are not acceptable for meeting this requirement.)

4. Fixed Fee

The Fixed Fee is within the total fee amount defined in Section 1.401.A. The Fixed Fee is a negotiated lump sum fee which in this agreement shall be as detailed in Schedule A. It is payable in proportion to the value of the completed Basic Services tasks listed in Schedule A as a percentage of the Basic Services total.

The amount of the monthly payment of this lump sum fee shall be equal to the percentage of the basic services fee billed during that month. The Consultant may request payment of any unpaid balance of the payable portion of the Fixed Fee upon successful meeting of the terms and conditions of this agreement and its final close-out.

5. Reimbursable Expenses

The Consultant shall be reimbursed the actual expenses for Reimbursable Expenses incurred in performing services under this Agreement. All reimbursement claims must be supported by adequate documentation and show appropriate share break-down. Reimbursable Expenses are as outlined in Schedule A.

Direct salary, overhead and other expenses for subconsultants, billed to the City as reimbursable expenses, shall be paid on the basis outlined above for Basic Services, Overtime Premium, Overhead Allowance and Fixed Fee.

If the prevailing wage incremental costs and supplemental benefits for Surveyors are paid as a reimbursable expense (see Section 1.402.E.1,

above), the Consultant shall compute these costs as follows. The difference between the employees' normal hourly wage and the appropriate prevailing wage, plus a payroll additive applied to this difference for any incremental social security, disability, or workers compensation insurance beyond those costs applied to the normal wage, will be considered as a project-related reimbursable expense. Regarding the wage supplement connected to the prevailing wage rate, the difference between the applicable, published wage supplement to be paid and those deductions which may be made for the employer's contributions in accordance with the Department of Labor's accepted procedures, plus a payroll additive applied to this difference as for the normal wage above, will be considered to be a project-related reimbursable expense. No overhead multiplier may be applied to these costs.

6. Payments and Retainage

The amount payable in each billing period shall be the sum of the fee for Basic Services plus Overhead Allowance plus the Fixed Fee amount plus Reimbursable Expenses, as calculated above, less a Retainage of 0%. The Retainage will be withheld until 30 days after final audits have been made and amounts due verified or adjusted according to audit findings.

The Consultant shall pay a subconsultant's invoice within 5 business days of receiving payment from the City for the Consultant invoice which included the billing for the subconsultant's invoice. The Consultant shall permit the City to review records related to subconsultant agreements, services, and billings; to verify payment of subconsultant invoices; and to adjust payments to the Consultant based upon such reviews and verifications.

7. Hourly Rates Approval

All hourly rates for technical personnel, and the identity of project managers and principals shall be approved by the City's Authorized Agent prior to the Notice to Proceed. No changes may be made without approval by the City.

Section 1.403 Fee for Additional Services

- A. The City agrees to pay the Consultant for additional services performed by the Consultant within the maximum set forth in Section 1.401.A on the following basis:
 - 1. Adjustments to the Basic Services fee for extra work due to unanticipated change of scope of the project, or other extra work approved by the City's Authorized Agent, shall be made at the rate of 100% times actual payroll expenses for the consultant's technical and professional personnel, plus an overhead allowance as authorized in Section 1.402, plus a fixed fee subject to the approval of the NYSDOT;
 - 2. Adjustments to the Basic Services fee for additional work which is within the original or amended scope of the agreement may be approved at the

sole discretion of the City's Authorized Agent; such adjustment will be calculated as above, however, no fixed fee adjustment will be allowed.

- B. The City shall pay the Consultant as an expert witness at the rate of \$400.00 per day for any day or portion thereof for which the Consultant is required to appear as a witness.
- C. The City shall pay the Consultant to provide property survey and preparation of plots and legal descriptions at \$350 per plot.
- D. Should the City utilize the Consultant to provide Resident Project Representation services, the construction phase services portion of this Agreement shall be terminated and shall be negotiated in the subsequent agreement for Resident Project Representation services.
- E. Should anticipated payments for additional services calculated on these bases, cause the total of the agreement to exceed the maximum set forth in Section 1.401.A, the City will seek approval to issue the Consultant an amendatory agreement describing the additional services and providing compensation there from any necessary City, State, and Federal authorities.

Section 1.404 Fee Administration

- A. The Authorized Agents can mutually agree to amend Schedule A in writing for phase changes, allocation modifications or for Additional Services within the maximum authorized amount set forth in Section 1.401.A.
- B. The City's Authorized Agent is authorized to request in writing such additional services as the Agent deems necessary, within the maximum authorized amount set forth in Section 1.401.A.

ART. I, Part 5.TERM

This Agreement shall commence upon execution by the parties and may extend until three (3) months after completion of a two year guarantee inspection of the project herein. However, no such termination shall relieve the Consultant of any outstanding duties imposed by the Agreement, including the requirement to hold the City harmless and to maintain insurance coverage insuring against loss arising out of the Project, and requirements for audits and recovery of disallowed costs.

ART. I, Part 6.TIME OF PERFORMANCE

- A. For each phase of the work, the Consultant shall not commence work until receipt of a verbal Notice to Proceed from the City's Authorized Agent and shall prepare documents for that phase of the work for review by the City within the periods as set forth in Schedule B.
- B. The Consultant shall not be held responsible for delays caused by the City of Rochester or by other parties not directly under its control.
- C. The time limits set forth in Schedule B may be amended only by mutual written agreement of the Authorized Agents. It is understood that it is the intention of the City to have the services performed under this Agreement carried out as expeditiously as possible.

ART. I, Part 7.AUTHORIZED AGENT

- A. The City hereby designates:
James R. McIntosh, PE
City Engineer
City Hall - 300B
30 Church Street
Rochester, New York 14614
- B. The Consultant hereby designates:
Name
Title
Address
City, State, Zip

or an authorized representative in case of absence, as Authorized Agents for the receipt of all notices, demands, invoices, orders, permissions, directions, and other communications pursuant to this Agreement, if dispatched by registered or certified mail, postage prepaid, or delivered personally to the Authorized Agents designated herein.

The parties reserve the right to designate other or additional Authorized Agents upon written notice to the other.

ART. I, Part 8 OWNERSHIP OF DOCUMENTS

A. Documents and Delivery

All original analyses, reports, graphics, estimates, design notes, drawings, specifications and survey maps prepared by the consultant under this Agreement, upon completion of the work required herein, will become the property of the City and shall be delivered to the City's Authorized Agent. The Consultant may provide a complete reproducible set of drawings, specifications, survey maps and all other documents in lieu of the originals.

B. Digital Format

1. Project documents and graphics shall also be submitted in Digital format conforming to the City Digital Standards (as provided by Bureau of Engineering Street Design Division) on CD-ROM or DVD with a transmittal letter and labeled with the following information:

Project Code, Project Name and Project Limits;
Designers Name and Firm Name;
Software and Version;
Disks numbered # of Total # of disks.

A Readme.txt file shall be placed on the #1 disk and include all the label information plus a File Index with a description of each file.

ART. I, Part 9.INSPECTION OF WORK

The authorized representatives of the City, 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.