

## SCOPE OF SERVICES

### Section 1 - General

#### 1.01 Project Description and Location

Project Name: **County Route 301 (Tarrytown Road) over Onesquethaw Creek in the Town of New Scotland, Albany County, NY**

PIN: **TBD**

Project Description: **The proposed project scope is to replace the existing culvert structure with a new bridge structure.**

Project Limits: **The anticipated construction limits for this project are as depicted in Figure 1, below. It is anticipated that the proposed structure will be located along the same horizontal alignment as the existing structure.**

County: **Albany County**

City, Town: **Town of New Scotland**

County: **Albany County**

The anticipated start date of preliminary design: **February 2025**

The letting date: **December 2026**

The construction completed date: **December 2027**

The anticipated design costs: **\$495,663**

The anticipated construction costs: **\$1.3 Million**

#### 1.02 Project Manager

The **County's** Project Manager for this project is **Lisa Ramundo**, who can be reached at **(518) 765-2055**.

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

**Albany County Department of Public Works  
449 New Salem Road  
Voorheesville, NY 12186**

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

#### 1.03 Project Classification

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

## 1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 2	Data Collection & Analysis
Section 3	Preliminary Design
Section 4	Environmental
Section 5	Right-of-Way
Section 6	Detailed Design
Section 7	Advertising, Bid Opening, and Award
Section 8	Construction Support
Section 9	Construction Inspection
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **County** with reports, plans, estimates, and other data specifically described in all sections mentioned above.

## 1.05 Project Familiarization

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

- Approved project initiation document (Initial Project Proposal or similar documentation) indicating project type, project location, cost estimate, schedule, and fund source(s).
- Transportation needs.
- Plans for future related transportation improvements or development in the area of the project.
- Traffic data – Available volume, classification and speed.
- Accident records and history.
- Most recent bridge inspection and condition report, NYSDOT weighted-average bridge condition rating, FHWA sufficiency rating, and NYSDOT Bridge Management System rating.
- Record as-built plans.
- Pavement history.
- Anticipated permits and approvals (initial determination).
- Terrain data requirements for design.
- Available project studies and reports.
- Other relevant documents pertaining to the project.

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

## 1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **County'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 the 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 **County** on a **monthly basis** a Progress Report in a format approved by the **County**. The Progress Report must contain the [Cost Control Report](#).<sup>1</sup> 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 **County**, this task will not be performed during the suspension period.)

## 1.08 Policy and Procedures

- The design of this project will be progressed in accordance with the current version of the [NYSDOT Local Projects Manual \(LPM\)](#)<sup>2</sup> including the latest updates.
- If there are conflicts between local policies and procedures and those listed in the *LPM* 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.

**All electronic project drawings will be prepared using AutoCAD.**

## 1.10 Subconsultants

The **Consultant** will be responsible for:

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<sup>1</sup> <https://www.dot.ny.gov/plafap/view-document?id=1598>

<sup>2</sup> <https://www.dot.ny.gov/plafap>

<sup>9</sup> [https://www.dot.ny.gov/portal/pls/portal/MEXIS\\_APP.EI\\_EB\\_DOC\\_DETAILS.show?p\\_arg\\_names=doc\\_id&p\\_arg\\_values=10618](https://www.dot.ny.gov/portal/pls/portal/MEXIS_APP.EI_EB_DOC_DETAILS.show?p_arg_names=doc_id&p_arg_values=10618)

- Coordinating and scheduling work, including work to be performed by subconsultants.
- Technical compatibility of a sub-consultant's work with the prime consultant's and other subconsultants' work.
- Subconsultants anticipated for and included on this contract:

**Azar Design Co. (MBE)**

**OSPA Engineering Services, PC (WBE)**

**M&P Engineering & Land Surveying (SDVOB)**

**Barton & Longitude**

### 1.11 Subcontractors

The procurement of subcontractors must be in accordance with the requirements set forth in the *NYS DOT LPM*.

## Section 2 - Data Collection and Analysis

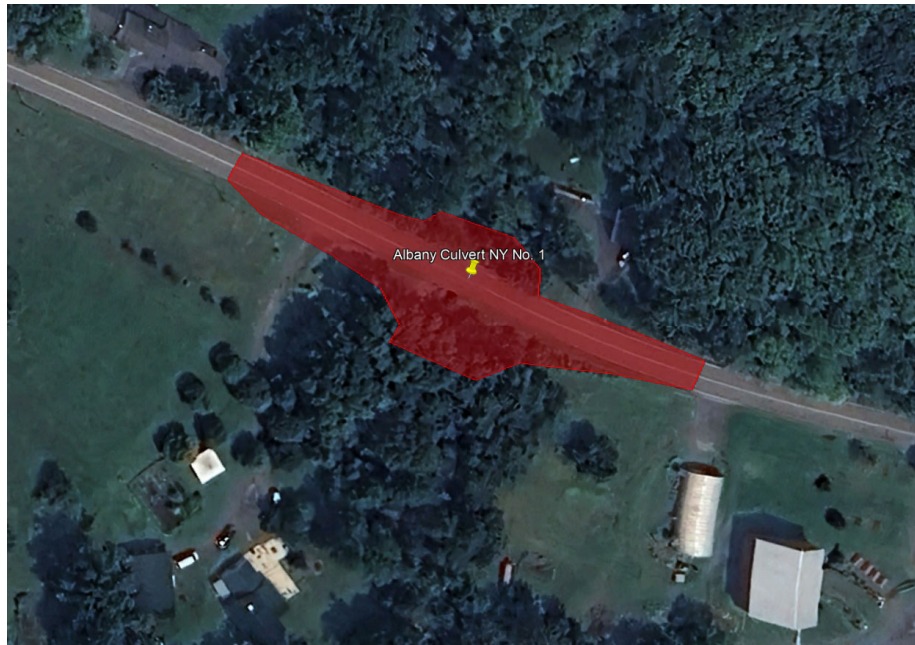
### 2.01 Design Survey

#### A. Ground Survey

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

- The roadway and ground survey shall be generally performed within the limits shown in Figure below.
- The **County** will provide a letter for the survey crew to carry during the field survey of private properties.
- The required survey point locations shall conform to Chapter 13.1 of the NYS DOT Land Surveying Standards and Procedure Manual including but not limited to the following:
  - Shots taken longitudinally along bridge centerline and edge of pavement at sufficient intervals to establish the orientation of the bridge.
  - Shots taken transversely along bridge deck joints to establish skew.
  - Shots along low chord of the bridges at both fascia lines to accurately establish upstream and downstream waterway opening area.
  - All exposed horizontal and vertical break points in the abutment stem, backwall and wingwall surfaces.
  - Top of ground/river bottom along both abutment stem walls and wingwalls and channel area within survey limits.
  - Shots shall include edge of pavement, edge of traveled way, and roadway centerline.
  - At all break points in any given cross section.
  - At any miscellaneous features present within the survey limits.
  - Existing signs shall be located, and sign text data shall be recorded.

- All trees within the survey limits greater than 3" breast height diameter (BHD) will be located along with the tree species (for possible bat habitat screening).
- For all overhead utilities within the survey limits - the vertical location of where the overhead wires attach to the poles and the lowest sag point of the wires will be located.



*Figure 1 – Project Limits of CR 301 Culvert Replacement*

#### B. Stream Survey

The **Consultant and their Subconsultant** will perform field surveys necessary to provide stream cross-sections for the hydraulic analysis of the **Onesquethaw Creek**. The location and width of the sections will be sufficient to satisfactorily perform a hydraulic analysis of the named stream(s).

- Hydraulic stream survey cross-sections will be taken at locations consistent with the Bridge Design Manual.
- Obtain existing upstream and downstream bridge opening, geometry, and low chord elevations (including structure crossings within limits).
- Assume that the stream survey data will be compiled in electronic HEC-RAS file format.

#### C. Survey of Wetland Boundaries

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

#### D. Supplemental Survey

The **Consultant and their Subconsultant** will provide supplemental surveys when needed for design purposes and to keep the survey and mapping current. The **Consultant** reserves the right to request a supplemental if survey updates are required due to modifications of existing conditions within agreed project limits (such as repaving, alterations within the Right of Way, Boundary changes, or major modifications to local landowner property) that are not specifically stated to the Consultant under section 2.07 of this contract, within the two years of contract execution. Supplemental surveys which take place more than two years from contract execution may warrant a supplemental agreement.

#### E. Standards

The survey will be done in accordance with the standards set forth in the [\*NYSDOT Land Surveying Standards and Procedures Manual\*](#)<sup>3</sup> and in accordance with local standards described in Section 10 of the SOS.

- **Horizontal Datum:** NAD83 (2011) EPOCH 2010 datum and NYSPCS Eastern Zone.
- **Vertical Datum:** Elevations will be based on the North American Vertical Datum of 1988 (NAVD 88).

### 2.02 Design Mapping

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

- 1:20 Scale mapping with 1-foot contour intervals.
- A digital terrain model (DTM) will be produced for internal Consultant design use only. A 3D DTM will not be provided to the contract as part of the contract documents.
- Overhead and underground utilities will be plotted on the base mapping using existing record plans and utility structures apparent at the time of survey. The Consultant will contact the utility companies to obtain copies of any available record plans and will supplement the base mapping with this record plan information where appropriate.
- Subsurface Utility Engineering/Utility location for Quality Level B (QL-B) and A (QL-A) is excluded.
- Mapping will be in accordance with the [\*NYSDOT Land Surveying Standards and Procedures Manual\*](#)<sup>4</sup> and [\*NYSDOT Highway Design Manual standards\*](#).

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<sup>3</sup> <https://www.dot.ny.gov/divisions/engineering/design/design-services/land-survey/repository/LSSPM09.pdf>

<sup>4</sup> <https://www.dot.ny.gov/divisions/engineering/design/design-services/land-survey/repository/LSSPM09.pdf>



### 2.03 Determination of Existing Conditions

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

- Collect information on:
  - Number, width, type, and location of travel lanes
  - Shoulder widths and types (asphalt, gravel, grass, etc.)
  - Number, width, type, and location of utility strips
  - Width of clear zones
  - Location and percent of grades
  - Horizontal curve radii
  - Driveways
  - Right-of-way width
  - Condition and adequacy of guiderail
  - Location of traffic control features and conformity to latest guidelines
  - Provisions for pedestrians and bicyclists
  - Existing conditions of all roadway segments and abutting (adjacent) segments
  - Existing mainline speed limit (and whether the speed limit is posted or not).
  - Land use in the project area as it now exists and future land development (planned and potential), including development years
  - A general assessment of roadway drainage.
  - Which if any school buses, emergency vehicles, or farm machinery regularly use the road.
  - Suitable detour routes.
- Estimate two (2) site visit with 2 persons for the determination of existing conditions.
- The **County** will provide any development plans that exist for the land surrounding the project site

### 2.04 Accident Data and Analysis

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

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

- The Consultant will provide a letter to the **County** requesting MV-104 reports and verbal summary reports from the NYSDOT CLEAR System for within the project limits and 0.3 miles (1,600 feet) from these limits. The **County** will submit the letter to the NYSDOT and provide the data to the Consultant. The Consultant will screen and organize and tabulate the accident data. The

Consultant will identify any existing accident pattern within the accident study area or inadequate geometric conditions associated with the accidents.

- It is anticipated that no accident reports will require screening, review, and tabulation.
- Assume accident diagrams not required.

## 2.05 Traffic Counts

The **Consultant** will obtain traffic count data for existing conditions, growth factors for forecasting, and forecast data, in accordance with the requirements noted in the [\*NYSDOT Traffic Monitoring Standards for Contractual Agreements Manual\*](#)<sup>5</sup>.

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

Assumptions:

- AADT, classification counts (heavy vehicle percentages), and 85th percentile
- speed data will be obtained from the NYSDOT Traffic Data Viewer website and the **County**. The **Consultant** will review and summarize/tabulate the data for inclusion in the Design Report.
- The **Consultant** will estimate a future traffic volume growth rate based on available historic traffic volume for the purpose of forecasting future AADT.
- No traffic counts will be necessary for the project. NYS DOT's Traffic Viewer data will be sufficient for AADT and other data.

## 2.06 Capacity Analysis

Not in Contract.

## 2.07 Future Plans for Roadway and Coordination with Other Projects

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

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

The **County** will provide all the necessary information pertaining to the other projects or developments.

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<sup>5</sup> <https://www.dot.ny.gov/divisions/engineering/technical-services/hds-respository/Traffic%20Monitoring%20Standards%20for%20Contractual%20Agreements.rtf>



## 2.08 Soil Investigations

The **Consultant and their Subconsultant** will determine the boring locations, diameters, and sampling intervals; designate soil boring numbers; stake out the locations; take the soil borings; document the resulting subsurface information; and survey and map the actual boring locations.

- It is anticipated that two (2) borings will be required at each abutment, for a total of four (4) borings.
- All boring locations assumed accessible by truck mounted drilling equipment and within existing ROW.
- All new substructure foundations assumed to be deep piles (H or pipe).
- All borings will be backfilled upon completion with auger cuttings. Pavements to be patched with cold-mix asphalt and/or ready mixed concrete as appropriate. Excess cuttings to be dispersed in general vicinity of borings.
- Assume no environmental concerns present at the boring locations.
- Assume traffic is maintained on site during borings with control consisting of a 1-person crew.
- Assume 10-ft of rock coring at proposed abutment, only if rock is encountered.
- Assume no highway work permit, signed detour or WZTC plans needed for borings, just advance notice to the County.
- Borings for the pavement design for an off-alignment alternative are not included and would be added by supplemental if such an alternative is selected for final design.
- Draft and Final Geotechnical Report will be prepared.

## 2.09 Hydraulic Analysis

The **Consultant** will perform a hydraulic analysis in accordance with the principles outlined in [Section 3.4 of the NYSDOT Bridge Manual<sup>6</sup>](#).

- Hydrology will be determined using USGS StreamStats and increased by 20% to account for climate change.
- Proposed conditions – Model hydraulic opening for each alternative, and a full model of the preferred alternative (three-alternatives maximum).
- No construction or temporary flow regimes are anticipated. Construction related, temporary means and methods will be by others.
- Assume that a 2D analysis is not needed to satisfy any National Rivers Inventory process or NYSDEC Permit condition (e.g. mussel impacts).
- Scour depth calculations based on HEC-18. Scour countermeasures are assumed to consist of riprap protection. Advanced scour countermeasures are not included in this scope.
- One HEC-RAS hydraulic model will need to be developed for the project.

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<sup>6</sup> [https://www.dot.ny.gov/divisions/engineering/structures/repository/manuals/brman\\_4th\\_edition](https://www.dot.ny.gov/divisions/engineering/structures/repository/manuals/brman_4th_edition)

- One H&H report will be developed for the project.

## Section 3 - Preliminary Design

### 3.01 Design Criteria

The **Consultant** will identify the applicable design standards to be used for this project and will establish project-specific design criteria in accordance with the [\*NYS DOT Project Development Manual\*](#)<sup>7</sup>

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

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

### 3.02 Development of Alternatives

#### A. Selection of Design Alternative(s)

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

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

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

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

The **Consultant** will meet with the **County** to discuss the concepts, using the sketches as discussion aids to describe the relative order-of-magnitude costs,

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<sup>7</sup> <https://www.dot.ny.gov/divisions/engineering/design/dqab/pdm>

advantages, disadvantages, and problem areas of each. From these concepts, the **County** will select one or in some cases more, design alternative(s) for further development.

## B. Detailed Evaluations of Alternative(s)

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

- Design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the [\*NYS DOT Highway Design Manual\*](#).<sup>8</sup>
- Environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks).
- Traffic flow and safety considerations, including signs, signals, and level of service analysis for intersections.
- Pavement.
- Structures, including bridges, retaining walls, major culverts, and building alterations (limited to establishing basic concepts, accommodating clearances and streamflow, and estimating costs). Bridge investigative work (inspection, deck coring, etc.) is covered under Section 2.
- Drainage.
- Maintenance responsibility.
- Maintenance and protection of traffic during construction.
- Soil and foundation considerations.
- Utilities.
- Railroads, if applicable.
- Right-of-way acquisition requirements.
- Conceptual landscaping (performed by a Registered Landscape Architect).
- Accessibility for pedestrians, bicyclists and the disabled.
- Lighting.
- Construction cost factors.

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

- 1:20 plans showing (as a minimum) stationed centerlines; roadway geometrics; major drainage features; construction limits; cut and fill limits; and proposed right-of-way acquisition lines.
- Profiles, showing (as a minimum) the vertical datum reference; significant elevations; existing ground line; theoretical grade line; grades; vertical curve data including sight distances; critical clearances at structures; centerline

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<sup>8</sup> <https://www.dot.ny.gov/divisions/engineering/design/dqab/hdm>

stations and equalities; construction limits; and superelevation data.

- Typical sections showing (as a minimum) lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes.

### 3.03 Cost Estimates

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

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

### 3.04 Preparation of Draft Design Approval Document

For this project, the Design Approval Document (DAD) will be a Project Scoping Report (PSR) design report format for Moderate Project, per the NYSDOT PDM, Exhibit 2-1.

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

The **Consultant** will prepare a Draft DAD, which will include the results of analyses and/or studies performed in other Sections of this document. The DAD will be formatted as specified in the NYSDOT [\*Project Development Manual \(PDM\)\*](#).<sup>9</sup>

The **Consultant** will submit electronic copies of the Draft DAD to the **County** for review. The **County** will review the Draft DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Draft DAD to incorporate the comments. The Consultant will utilize Bluebeam Studio for review of the DAD with NYSDOT.

### 3.05 Advisory Agency Review

The **Consultant** will provide the **County** with electronic copies of the signed Draft DAD for distribution to advisory agencies.

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

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

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

A. Public Information Meeting

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<sup>9</sup> <https://www.dot.ny.gov/divisions/engineering/design/dqab/pdm>

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

The **County** will arrange for the location of public information meeting. The **Consultant** will assist the **County** with appropriate notification, as required.

B. Public Hearing(s)

Not included in contract.

### 3.07 Preparation of Final Design Approval Document (DAD)

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

The **Consultant** will prepare the Design Recommendation and will modify the DAD to include the Design Recommendation, re-title the DAD in accordance with the *PDM* Manual, and update existing conditions and costs as necessary. The **Consultant** will incorporate changes resulting from the advisory agency review and all public information meetings and public hearings.

The **Consultant** will submit electronic copies of the Final DAD to the **County** for review. The **County** will review the Final DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Final DAD to incorporate the comments.

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

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

## Section 4 – Environmental

### 4.01 NEPA Classification

NEPA Classification is excluded as this project is 100% state funded.

### 4.02 SEQRA Classification

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

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

It is assumed the project will be a Type II Action, and no further SEQR processing will be required.

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

#### 4.03 Smart Growth

The **Consultant** will complete the Smart Growth Checklist developed by NYSDOT to measure whether and to what extent a project conforms to the principles and objectives of Smart Growth and submit the same to the County for attestation. (New York State's Smart Growth policy was adopted by an amendment, to the State Highway Law and is intended to minimize the "unnecessary cost of sprawl development." It requires public infrastructure projects to undergo a consistency evaluation and attestation using established Smart Growth Infrastructure Criteria. The consistency evaluation is measured with the Smart Growth checklist which can be found in Chapter 7 Appendices on the LPM website.)

#### 4.04 Screenings and Preliminary Investigations

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

- General Ecology and Endangered Species
- Ground Water
- Surface Water
- State Wetlands
- Federal Jurisdictional Wetlands
- Floodplains
- Coastal Zone Management
- Navigable Waterways
- Historic Resources
- Parks
- Hazardous Waste
- Asbestos
- Noise
- Air Quality
- Energy
- Farmlands
- Invasive Species
- Visual Impacts
- Critical Environmental Areas
- Smart Growth
- Environmental Justice



Work will be performed, as summarized in the LPM and detailed in the PDM and the TEM, to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.

#### 4.05 Detailed Studies and Analyses

Based on the work performed in Section 4.03, the **Consultant** will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the **County** must concur with the **Consultant's** determination.

Detailed study or analysis work will be performed and documented as detailed in the LPM, as well as in the PDM and the TEM. The results of the detailed study or analysis will be summarized in the appropriate section of the DAD.

Detailed study or analysis will be done for:

##### A. General Ecology and Endangered Species:

ETS Packages will be prepared for the project

##### B. State Wetlands:

The **Consultant** will arrange for the NYSDEC to conduct a field delineation of the state-regulated wetland boundaries. The Consultant will be present at this field delineation.

From field observations and wetland classification sheets (available from the NYSDEC regional office), the Consultant will determine wetland characteristics of each delineated wetland, including:

- Approximate total wetland area;
- Approximate wetland area and regulated adjacent areas within existing or proposed right-of-way.
- Wetland cover types (e. g., forested wetland, scrub-shrub wetland, emergent marsh, wet meadow, bog).
- NYSDEC wetland classification(s).
- Dominant plant species.
- Probable wetland functional values (e. g., flood flow alteration, nutrient removal, wildlife habitat).

The **Consultant** will identify and determine the nature, extent, and significance of wetland impacts of each project alternative by identifying type(s) of impacts expected from construction activities and project changes, identifying affected acreage of regulated wetland and regulated adjacent area (e.g., within 100 feet of the delineated freshwater wetland boundary and within 300 feet of the tidal wetlands boundary) and assessing resultant potential impact on functional values.

The **Consultant** will assess appropriate avoidance, minimization, and mitigation measures to compensate for losses to regulated wetlands and adjacent areas. This analysis will be sufficient to demonstrate that the proposed action includes all

practicable measures to minimize harm to the regulated wetlands and adjacent areas.

The **Consultant** will coordinate activities with the NYSDEC, APA, and other agencies, as appropriate.

### C. Federal Wetlands

If it is determined that federal jurisdictional wetlands are present and could be affected by proposed project activities, the **Consultant** will field delineate, using appropriately marked survey flagging, the wetland boundaries within and adjacent to the project area and proposed mitigation site(s). Wetland identification and field delineation will be based on the presence of hydrophytic vegetation, wetland hydrology, and hydric soils, as outlined in the Corps of Engineers' Wetlands Delineation Manual (Environmental Laboratory, 1987). The **Consultant** will employ the "Routine On-site Inspection Methodology" (or, where appropriate, one of the specified alternative procedures) set forth in this manual.

Identification of federal jurisdictional wetlands and the field delineation must be performed by an individual or individuals trained in the three-parameter methodology adopted by the Corps of Engineers as set forth in the above manual or in the Federal Manual for Identifying and Delineating Jurisdictional Wetlands (Federal Interagency Committee for Wetland Delineation, 1989). The field delineator(s) must have at least two years of experience in wetland field delineations employing this method. The **Consultant** will submit documentation establishing these credentials to the Municipality for information prior to performing the wetland field delineation.

The **Consultant** will perform the wetland identification and field delineation at a time of year when soil samples may be collected (i. e., when the upper 18" of soil is not frozen) and there is sufficient live or persistent vegetation cover to reasonably make a wetland determination. In most regions of New York State, field delineation is limited to the period between March 15 and November 15; the Consultant must submit justification to the Municipality for approval for any field delineation work to be performed outside of this time frame.

Wetland boundaries within or adjacent to project limits must be accurately surveyed and shown on the design plans. Survey and mapping of these boundaries will be included under Section 2.01.

Based on the results of the site visit and wetland boundary determination, the **Consultant** will determine if federal jurisdictional wetlands will be impacted by project activities; will identify potential measures to avoid, minimize harm, or mitigate impact to the wetlands; and will determine whether an Executive Order (EO) 11990 determination will be required. The **Consultant** will identify potential wetland mitigation sites, as appropriate.

The **Consultant** will determine what COE section 404 permits (Individual or one or more Nationwide permits) may be required.

The **Consultant** will prepare a brief Executive Order (EO) 11990 Wetlands Finding Letter for submittal, via the Municipality and DOT, to FHWA for signature. The Consultant will clearly establish in the letter that there is no practicable alternative to encroachment on the wetland and will discuss all practicable measures that would be implemented to minimize harm to the wetland. The **Consultant** will ensure that the public notification requirement has been satisfied.

### **Wetland Map and Delineation Report**

The **Consultant** will prepare a wetland map from the project base mapping. This map will depict and label the federal-jurisdictional wetland boundaries, field sampling points, photograph locations and directions, project limits, existing roads and bridges, and hydrologic features (e. g., streams and ponds). The Consultant will also depict the major wetland and upland vegetation communities in the project area. This will be done either on the wetland map (if readable when reproduced) or on a separate vegetation community map.

The **Consultant** will prepare a wetland delineation report for transmittal by the Municipality to the COE. This report will include narrative describing:

- Site ecology.
- Methodology employed and sampling results.
- Wetland characteristics.
- Rationale for determination of wetland boundaries.
- Nature of impacts, including loss of wetland functions and benefits.
- Avoidance, minimization of harm, and mitigation measures to compensate for impacts.
- Results and conclusions.

Attachments will include:

- Site location map (1:24000 scale).
- Available wetland maps (NYSDEC Freshwater Wetlands Maps; National Wetland Inventory Maps).
- County soils map (if available).
- Wetland and vegetation community map(s).
- Photocopy of aerial photo (if available).
- Plan depicting project site and affected areas within wetland boundary, distinguishing between cut (dredging) and fill areas.
- Photographic log keyed to photograph locations on wetland map.
- Names and résumés of report preparers and field delineators.
- List of references used.

### **D. Historic Resources:**

A PSP Package will be prepared for the project. (A Phase 1A/1B is not required)

### **E. Asbestos**

The **Consultant** will perform an on-site inspection of all structures and facilities to identify approximate number and specific locations of suspected ACM's for sampling and testing.

(Examples of suspected ACM's are: insulation on pipes, ducts, boilers, etc.; floor and ceiling tiles; drywall; plaster; roof shingles; siding; fireproofing material, including structural fireproofing and fire retardation coatings.) the Consultant will perform the sampling for ACM's for submittal to an analytical laboratory.

The **County** will provide the letter of introduction necessary for the **Consultant** to enter premises for performing the on-site work.

The **Consultant** will prepare a technical memorandum reporting on the findings of this investigation, including an asbestos sample location plan and the analysis results.

#### **4.06 Permits and Approvals**

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

- U.S. Army Corps of Engineers Section 404 Permit (Nationwide)
- NYSDEC Section 401 Water Quality Certification
- NYSDEC Article 15 Protection of Waters Permit

#### **4.07 Public Hearing**

Not in Contract.

### **Section 5 - Right-of-Way**

#### **5.01 Abstract Request Map and/or Title Search**

The **Consultant and their Subconsultant** will engage a qualified title company to complete title searches (abstracts of title) for properties to be acquired by the **County**.

#### **RIGHT OF WAY INCIDENTALS**

The Municipality will request right of way incidental phase authorization from the New York State Department of Transportation. The request will be made when the Municipality 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 Municipality.

The Consultant will meet with the Municipality 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 the 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**

**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**

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 Municipality.

**5.0131** 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.

**5.0132** 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.

**5.0133** 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.

**5.0134** The Municipality 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 Municipality will respond in writing within ten (10) days of receipt of each Title Certification.

## **5.02 Right-of-Way Survey**

The **Consultant and their Subconsultant** will perform survey needed to accurately determine existing right-of-way limits and establish side property lines. See survey limits in Figures 1 and 2.

## **5.03 Right-of-Way Mapping**

The **Consultant** will meet with the **County** to discuss the types of right-of-way acquisitions required and the limits of acquisition lines.

The **Consultant and their Subconsultant** will prepare acquisition maps in accordance with the format provided by the **County**.

All right-of-way mapping will show dimensions in U.S. Customary units of measurement.

The **Consultant and their 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.

## **5.05 Right-of-Way Cost Estimates**



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

#### **5.06 Public Hearings/Meetings**

Not in Contract.

#### **5.07 Property Appraisals**

The **Consultant** will prepare property appraisals establishing an opinion of value for any damages caused by the acquisition(s). The **Consultant** will also prepare estimates for the rental of occupied property(ies), if required. The **Consultant** may enlist the services of a subcontractor for these purposes.

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.

The Consultant will insure 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 insure 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 photo copies 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 **County** must have a Certified General Appraiser review the property appraisals. The appraisal reviewer will recommend a value of “just compensation” to the County. The County must set the value of just compensation prior to offers being made to the property owners.

The Consultant will perform a separate review of each appraisal. The Consultant will insure 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 review appraiser 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 Municipality 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 Municipality.

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

#### **5.091** Just Compensation

The Municipality will establish just compensation for each property rights acquisition. In no event shall the Just Compensation amount be less than the Municipality's highest approved appraisal. Because time is of the essence, the Municipality 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 Municipality 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 Municipality 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 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 Municipality for recommended action on settlements:

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

Because time is of the essence, the Municipality 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 Municipality to adjust the written offer. The Municipality 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 Municipality may recommend administrative settlements. Administrative settlements are settlements in excess of the Municipality's just compensation determination.

The Municipality 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 Municipality will not require any property owner to surrender possession of real property before the Municipality 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 Municipality 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 Municipality 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 Municipality, or the Consultant. The Municipality 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 Municipality will sign the Right of Way Certificate.

### **5.10 Relocation Assistance**

Not in Contract.

### **5.11 Property Management**

Not in Contract.

## **Section 6 - Detailed Design**

### **6.01 Preliminary Bridge Plans**

#### **A. Replacement Bridges**

The **Consultant** will prepare and submit to the **County** a Preliminary Bridge Plan in accordance with the [NYSDOT Bridge Manual](https://www.dot.ny.gov/divisions/engineering/structures/repository/manuals/brman-usc/2011_nysdot_Br_Man_repl_pgs.pdf).<sup>10</sup> The **Consultant** will prepare and submit to the **County** a Structure Justification Report. The format

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<sup>10</sup> [https://www.dot.ny.gov/divisions/engineering/structures/repository/manuals/brman-usc/2011\\_nysdot\\_Br\\_Man\\_repl\\_pgs.pdf](https://www.dot.ny.gov/divisions/engineering/structures/repository/manuals/brman-usc/2011_nysdot_Br_Man_repl_pgs.pdf)

and content of the Structure Justification Report will be as outlined in the *NYSDOT Bridge Manual*.

## **B. Bridge Rehabilitations**

Not in contract

## **C. Selected Structural Treatment**

The **Consultant** will modify the Structure Justification Report, Preliminary Bridge Plan and/or Preliminary Bridge Rehabilitation Plan to incorporate **County** review comments.

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

### **6.02 Advance Detail Plans (ADP)**

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

As part of this task, the **Consultant** will prepare templated cross-sections at 25-foot intervals beyond each approach slab to end of the project limits.

Advance Detail Plans will be in accordance with [Chapter 21 of the NYSDOT Highway Design Manual](#).<sup>11</sup>

The **Consultant** will prepare and submit electronic copies of the ADP's to the **County** for review. The **Consultant** will modify the design to reflect the review of the ADP package.

### **6.03 Contract Documents**

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

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

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<sup>11</sup> [https://www.dot.ny.gov/divisions/engineering/design/dqab/hdm/hdm-repository/Chapt\\_21.pdf](https://www.dot.ny.gov/divisions/engineering/design/dqab/hdm/hdm-repository/Chapt_21.pdf)

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

The **County** will provide the following contract documents:

- Legal Notice for County Newspapers
- Contract Report Insert (if utilized)
- County insurance requirements
- County “boiler plate” Agreement, “Front End” Sections and associated forms in electronic MS Word Format.

#### 6.04 Cost Estimate

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

#### 6.05 Utilities

The **Consultant** will coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The **Consultant** will assist the **County** 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 LPM Appendix 10-8).

#### 6.06 Railroads

Not in contract

#### 6.07 Bridge Inventory and Load Rating Forms

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

- Inventory Update forms, per the current NYSDOT Bridge Inventory Manual for Bridge Inventory and Inspection System, reflecting all proposed physical changes resulting from construction.
- Level 1 Load Rating Data Input forms, per NYSDOT User Manual for Structural Rating Program for Bridges and current NYSDOT guidance on the "Procedure for Inventorying, Inspecting, and Level 1 Load Rating, New, Replacement and Reconstructed or Rehabilitated Bridges".

#### 6.08 Information Transmittal

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

The Consultant will supply the following information to the **County**:

- Final PS&E Memorandum
- Final Record Plans:
  - 11" x 17" sets – 2 sets for the County and 2 for NYSDOT
- Final Cross Sections
- Final Contract Proposal Book
- Final Estimate
- Supplemental Information Available to Bidders
- Draft Construction Management Plan
- Right of Way Clearance Certificate
- Environmental Permits
- One (1) copy of the Level 1 Load Rating for the County and;
- Two (2) copies of the Level 1 Load Rating for NYSDOT
- Two (2) copies of the Bridge Inventory update forms (NYSDOT)

## **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 **County**. The **Consultant** will submit the ad(s) to the **County** for review and will revise the ad(s) to reflect comments generated by that review. Upon approval by the **County**, the **Consultant** will place the advertisements.

- The **County** will prepare and place the project advertisements. The **County** will provide the Consultant with proof of advertisement for use in the award package.
- Contract documents and supplemental information available to bidders will be provided for bidding in electronic format only (no hard copy sets for bidders) in a PDF format that facilitates download from County's website.
- The Consultant shall provide input to the **County** for any addendums to be issued during bidding. The **County** will issue all necessary addendums. Assume Two (2) addendum will be issued.
- The Consultant will receive and handle bidder's questions during the bid period.

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

### **7.02 Bid Opening (Letting)**

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

### **7.03 Award**

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

- Verifying the low bidder.
- Ensuring receipt of all required bid documents (non-collusive bid certification,

debarment history certification, etc.).

- Breaking the low bid into fiscal shares, if necessary.
- Determining whether the low bid is unbalanced.
- For pay items bid more than 25% over the Engineer's Estimate:
- Checking accuracy of quantity calculations.
- Determining the 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 **County** in preparing and compiling the package of information to be transmitted to the NYSDOT.

The **County** will award the contract and will transmit the award package to the NYSDOT as described in the Procedures for Locally Administered Federal Aid Projects (LPM).

## Section 8 - Construction Support

### 8.01 Construction Support

Not in Contract, to be added by supplemental prior to construction

## Section 9 - Construction Inspection

### 9.01 Equipment

The Contractor will furnish office space and basic office furnishings for the Subconsultant, as part of the contract. Subconsultant will furnish all other office, field and field laboratory supplies and equipment required to properly perform the inspection services listed below.

### 9.02 Inspection

The **Subconsultant** must provide, to the satisfaction of the **County**, 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 **Subconsultant** 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 materials and items or work incorporated into the contract consistent with federal and NYSDOT policies and the specifications and plans applicable to the project.

For the purposes of this proposal, it is assumed that the project will require the following inspection staff: One (1) NICET Level IV (full time) as Resident Engineer. Construction will be completed over the course of May 2025 to September 2025.

### 9.03 County Project Manager

The County will assign a Project Manager to the contract covered by this agreement.

This Project Manager will be the County's official representative on the contract and the Subconsultant must report to and be directly responsible to said Project Manager.

#### 9.04 Ethics

Prior to the start of work, the Subconsultant will submit to the County a statement regarding conflicts of interest.

#### 9.05 Health and Safety

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

#### 9.06 Staff Qualifications

The Subconsultant must provide sufficiently trained personnel to perform the requirements of this agreement adequately and competently.

#### 9.07 Scope of Services/Performance Requirements

##### A. Quality

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

##### B. Record Keeping & Payment to the Contractor

1) Records must be kept in accordance with the directions of the **County**. The **Subconsultant** must take measurements and collect other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from the contract plans, photographs of various phases of construction, and other pertinent data, records, and reports for proper completion of records of the contract.

2) Any record plans, engineering data, survey notes or other data provided by the **County** should be returned to the **County** 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 **Subconsultant** will bear the endorsement of the **Subconsultant**. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.



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

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

C. Health & Safety/Maintenance and, Protection of Traffic

1) The **Subconsultant** must ensure that inspection staff assigned to the project are knowledgeable concerning the health and safety requirements of the contract per the **County** policy, procedures and specifications and adhere to the standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect. Also, to protect their personal safety and to ensure they are prepared to recognize and address any contractor oversight or disregard for project safety requirements.

2) The **Subconsultant** 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

D. Monitoring Equal Opportunity/Labor Requirements

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

## Section 10 - Estimating and Technical Assumptions

### 10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- |           |  |
|-----------|--|
| Section 1 | <p>Estimate <b>seven (7)</b> meetings during the life of this agreement. The anticipated meetings include:</p> <ul style="list-style-type: none"> <li>• Three (3) general meetings with the County to review progress (as needed).</li> <li>• One (1) preliminary Design Alternatives Review Meeting (Section 3.02A).</li> <li>• One (1) Public Information Meeting (Section 3.06A)</li> <li>• One (1) Pre-Permit Meeting with involved permitting Agencies Section 4.06)</li> <li>• One (1) Utility Coordination Meeting (Section 6.05)</li> <li>• Time assumed for meetings shall included preparation of documents and meeting minutes.</li> </ul> <p>Estimate <b>twenty (20)</b> cost and progress reporting periods will occur during the life of this agreement.</p> |
| Section 2 | <p>Assume that GPS methods and equipment will be used to establish local control points.</p> <p>Estimate NO accidents will require analysis.</p> <p>Estimate NO capacity analyses will be required.</p> <p>Estimate four (4) soil borings will be taken.</p>   |
| Section 3 | <p>Estimate two (2) design alternative(s) will be analyzed in addition to the null alternative.</p> <p>Estimate two (2) cost estimate(s) plus one (1) update will be required.</p>   |
| Section 4 | <p>Estimate three (3) permits will be required.</p> <p>Estimate two (2) asbestos samples will be taken (one material, two samples).</p> <p>Estimate No lead paint samples will be taken.</p>   |
| Section 5 | <p>Estimate three (3) properties will require title searches.</p> <p>Estimate three (3) ROW maps will be required.</p> <p>Acquisition Services will be added as supplemental</p> <p>5.011 Estimate <b>1</b> right of way meeting with the Municipality.</p> <p>5.0121 Estimate <b>0</b> temporary easement title search</p>  |

- 5.0122 Estimate **3** last owner title searches
- 5.0123 Estimate **0** 20-year title searches
- 5.0124 Estimate **0** full abstracts.
- 5.0131 Estimate **3** last owner title certifications.
- 5.0132 Estimate **0** 20-year title certifications.
- 5.0133 Estimate **0** full abstract certifications.
- 5.03 Estimate **3** acquisition map reviews.
- 5.05 Estimate **2** cost estimate(s).
- 5.061 Estimate **0** Informational Meetings
- 5.062 Estimate **0** EDPL Public Hearings
- 5.071 Estimate **3** Preliminary Property Owner Interviews.
- 5.0721 Estimate **3** 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 **3** appraisal reviews.
- 5.09 Estimate **1** meeting with the Municipality.
- 5.092 Estimate **3** offer packages.
- 5.093 Estimate **2** negotiation contacts per property owner.
- 5.095 Estimate **1** 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 **2** miscellaneous title curative issues.

5.0972 Estimate **3** property tax proration calculations.

5.0973 Estimate **3** closing packages.

5.098 Estimate **1** right of way certificates.

## Section 6 Detailed Design or Final Design

Final Design will include but not be limited to:

- Development of highway and bridge plans.
- Maintenance and protection of traffic during construction.
- Preparation and submission of final Plans, Specifications, and Estimate (PS&E) for the project.

Estimate two (2) cost estimates plus one (1) update will be required.

Estimate one (1) bridge/culvert will be replaced and won't be rehabilitated.

Estimate three (3) utility companies and NO railroad agencies will be affected.

## Section 7 Estimate electronic copies of the final contract bid documents will be needed for prospective bidders.

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

## Section 8 Estimate ten (10) shop drawing reviews Estimate five (5) requests for information (RFI).

Estimate three (3) site visits by engineering, including Pre-Construction, and two (2) other calls to the field.

Estimate five (5) Field Change Sheets.

Engineering will not attend Construction Inspector's bi-weekly construction progress meetings unless cover under the three (3) site visits, or by supplemental agreement.

#### Section 9

Construction Inspection shall be by Subconsultant.

Estimate 15 weeks full-time inspection plus 2 weeks for punch list, as-built plans and assembling final documentation.

APPIA or FACS is required. Two licenses for the inspector and CI Consultant will be purchased through this project for the period of one year.

Overtime will be paid for at time and one-half.

Material testing will be performed by a subcontractor on an as-needed basis.

## 10.02 Technical Assumptions

- Project Limits are per Figure 1. Areas and infrastructure outside the project limits are not in the contract.
- All assumptions, statements and limits of above sections, and all assumptions, exclusions, and understandings of all subconsultant agreements (Geotech, Right of Way, Environmental, etc.) apply to this contract.
- The existing structure to be replaced is classified as a large culvert (<20-ft span) and will be replaced with a bridge ( $\geq$ 20-ft span). The proposed bridge will not have a span greater than 40-ft.
- A PSP and ETS package will be prepared for the new bridge location per project limits.
- A Phase 1A/1B Archeological Survey will NOT be required.
- Detailed studies not included in the scope above will not be required.
- Assume 3 properties with separate and distinct owners will be impacted by the project.
- Assume 3 acquisitions will be TE interests.
- Assume all acquisitions will be valued less than or equal to \$10,000.
- Coordination with nearby projects may be required, and parties responsible for those projects will be willing to coordinate.
- FEMA and Flood Plain permits, LOMA, LOMR-F and other related submittals or permits are excluded.
- A road closure with off-site detour is expected for construction. On-site detours (temporary bridges, roads, etc.) are excluded.
- Agency reviews (NYSDOT, FHWA, NYSDEC, USACE, and others as applicable) will be conducted in a timely and reasonable manner. Lengthy and repetitive reviews by agencies that delay project schedules, or that generate comments which significantly change designs may require amendment to this scope and fee under supplemental agreement.

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