

Architectural/Engineering Consultant Agreement

PIN(s) 1763.00 Municipal Contract No. N/A

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

Town of Wilton (municipal corporation)

Having its principal office at

Town of Wilton

22 Traver Road

Wilton, NY 12831

(the "Municipality")

and

FCM Engineering, PLLC

with its office at **156 Spring Road, Scotia, New York 12302**

(the "*Consultant*")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation (NYSDOT) identified for the purposes of this agreement as the **Culvert NY 2023 – Loudon Road Culvert Replacement Project (PIN 1763.00)** (as described in detail in Attachment A annexed hereto, the "Project"), the Municipality has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment B annexed hereto; and

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

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This agreement consists of the following:

- Agreement Form - this document titled "Architectural/Engineering Consultant Agreement";
- Attachment "A" - Project Description and Funding;
- Attachment "B" – Task List and Technical Assumptions
- Attachment "C" – as applicable, Staffing Rates, Hours, Reimbursables and Fee

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

2.1 The **CONSULTANT** shall render all services and furnish all materials and equipment necessary to provide the Municipality with project administrative services.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

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

(Continued next page)

■ 3.1 Cost Plus Fixed Fee Method

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

■ 3.1 Cost Plus Fixed Fee Method

ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS:
Item IV	<p>■ Overhead Allowance based on actual allowable expenses incurred during the term of this Agreement, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations, sub-part 1-31.2 as modified by sub-part 1-31.105 ("FAR"), and applicable policies and guidelines of the Municipality, NYSDOT and FHWA.</p> <p>■ For the purpose of this Agreement, an accounting period shall be the CONSULTANT'S fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Municipality for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this Item.</p>	<p>The Consultant hourly rate includes direct technical, overhead, and fixed fee.</p>	
Item V	<p>■ Negotiated Lump Sum Fixed Fee.</p> <p>■ Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.</p>	<p>N/A</p>	
Item VI	<p>The Maximum Amount Payable under this Agreement including Fixed Fees unless this agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.</p>	<p>Maximum Amount Payable under this Method shall be \$ <u>13,875.00</u></p>	

ARTICLE 4. INSPECTION

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

ARTICLE 5. FINAL PAYMENT

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

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

ARTICLE 6. EXTRA WORK

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

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

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

ARTICLE 7. CONSULTING LIABILITY

Since the CONSULTANT will not be providing design services, there will be no liability with respect to the design and future construction of the project.

ARTICLE 8. WORKER'S COMPENSATION AND LIABILITY INSURANCE

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

The CONSULTANT shall secure policies of general and automobile liability insurance and maintain said policies in force during the life of this agreement. Said policies of insurance shall protect against liability

arising from errors and omissions, general liability and automobile liability in the performance of this agreement in the sum of at least \$1,000,000.00 (One Million dollars) each.

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

ARTICLE 9. RECORDS RETENTION

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

ARTICLE 10. DAMAGES AND DELAYS

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Municipality may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Municipality of any of its rights herein.

ARTICLE 11. TERMINATION

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

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

ARTICLE 12. DEATH OR DISABILITY OF THE CONSULTANT

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

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

ARTICLE 13. CODE OF ETHICS

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

ARTICLE 14. INDEPENDENT CONTRACTOR

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

ARTICLE 15. COVENANT AGAINST CONTINGENT FEES

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

ARTICLE 16. TRANSFER OF AGREEMENT

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

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

ARTICLE 17. PROPRIETARY RIGHTS

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

ARTICLE 18. SUBCONTRACTORS/ SUBCONSULTANTS

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

The CONSULTANT is not anticipated using any subcontractors or subconsultants for administration purposes.

ARTICLE 19. CERTIFICATION REQUIRED BY 49 CFR, PART 29

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

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

ARTICLE 20. CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

ARTICLE 21. RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for providing project administration services and will comply with all applicable state and federal regulations related to administering the project.

ARTICLE 22. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Municipality Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In

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

ARTICLE 23. WAGE AND HOURS PROVISIONS

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

ARTICLE 24. INTERNATIONAL BOYCOTT PROHIBITION

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

ARTICLE 25. SERVICE OF PROCESS

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

ARTICLE 26. MISCELLANEOUS

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

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

Reference: Municipality Contract # _____

Municipality (Town of Wilton) by: _____ John Lant, Supervisor Date: _____	Consultant (FCM Engineering, PLLC) by: _____ Fred C. Mastroianni, Principal Engineer Date: _____
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STATE OF NEW YORK

ss:

COUNTY OF _____

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

Notary Public, _____ County, N.Y.

STATE OF NEW YORK

ss:

COUNTY OF _____

On this _____ day of _____, 2025, before me personally came Fred C. Mastroianni, to me known, who being by me duly sworn, did depose and say that he/she resides in the Schenectady County, NY; that he/she is the Principal Engineer of FCM Engineering, PLLC of the corporation described in and which executed the above instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of the corporation.

Notary Public, Schenectady County, N.Y.

Attachment A
Project Description and Funding

Attachment A
Engineering Consultant Agreement
Project Description and Funding

PIN: 1763.00

Term of Agreement Ends: 12/31/27

BIN: N/A

- Main Agreement Amendment to Agreement Supplement to Agreement

Phase of Project Consultant to work on:

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

Dates or term of Consultant Performance:

Start Date: March 2025

Finish Date: December 31, 2027

PROJECT DESCRIPTION:

This project includes the design, permitting, and construction of the Loudon Road Culvert replacement project in the Town of Wilton. FCM Engineering, PLLC will assist in the administering the project on behalf of the Town of Wilton.

Project Location:

Town of Wilton
Saratoga County, New York

Consultant Work Type(s): See Attachment B for more detailed Task List.

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

\$ 13,875.00

Attachment B

Task List

EXECUTIVE SUMMARY

PIN 1763.00

The project proposes to rehabilitation of the existing Loudon Road Culvert, Town of Wilton, Saratoga County. This is a Locally Administered 100% State Funded Project and FCM Engineering, PLLC, is to provide Project Administration services as outlined in Sections 1 through 5 of the scope of services below.

Section 1 - General

- 1.01 Meetings** - FCM Engineering will attend all project meetings and provide input throughout the design process. It is anticipated that several meetings will be held for this project.
- 1.02 Cost and Progress Reporting** - For the duration of this contract, FCM Engineering will prepare and submit monthly to the Town a Progress Report. The Progress Report must contain the Cost Control Report. The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also explain billing charges. (In cases where all work under this contract is officially suspended by the Town, this task will not be performed during the suspension period).

FCM Engineering will prepare applicable FIN 421LL, 422LL, 423LL, Cost Control Report forms and supporting documentation. FCM Engineering will also review and approve design consultant payment requests, which will include FIN 421LL, 422LL, 423LL, Cost Control Report forms and backup documents. The approved payment requests will be sent to the Town for board approval and payment.

- 1.03 Reimbursement of Cost** - FCM Engineering will prepare payment requests forms FIN 426LL and 427LL on behalf of the Town for reimbursement of costs and submit them to NYSDOT.

Section 2 - Preliminary Design

- 2.01 Development of Alternatives** - FCM Engineering will review the design alternatives prepared by the design consultant and provide input/comments on the documents.
- 2.02 Cost Estimates** - FCM Engineering will review the cost estimates prepared by the design consultant and provide input/comments.
- 2.03 Development of Draft Design Approval Document (DAD)** - FCM Engineering will review the Design Approval Documents prepared by the design consultant and provide input/comments on the documents.
- 2.04 Public Information Meeting** – FCM will review all documents prepared by the design consultant prior to the public meetings. FCM will attend one public meeting and provide input on all discussions.
- 2.05 Preparation of Final Design Approval Document (DAD)** – FCM Engineering will review and provide input/comments on the documents prepared by the design consultant.
- 2.06 Preliminary Design Coordination** - FCM Engineering will coordinate with the Town, design consultant and NYSDOT throughout the preliminary design phase so that the project stays on track and that the work complies with the funding requirements.

Section 3 - Environmental

- 3.01 Screenings and Preliminary Investigations** - FCM Engineering will review and provide input/comments on the documents prepared by the design consultant.
- 3.02 Permits and Approvals** - FCM Engineering will review and provide input/comments on the documents prepared by the Design Consultant.
- 3.03 Environmental Coordination** - FCM Engineering will coordinate with the Town, design consultant and NYSDOT as needed to comply with the environmental requirements associated with the funding requirements.

Section 4 - Detailed Design

- 4.01 Advance Detail Plans (ADP)** - FCM Engineering will review and provide input/comments on the documents prepared by the Design Consultant.
- 4.02 Contract Documents**- FCM Engineering will review and provide input/comments on the documents prepared by the Design Consultant.
- 4.03 Final Cost Estimate** - FCM Engineering will review and provide input/comments on the estimate.
- 4.04 Final Design Coordination** - FCM Engineering will coordinate with the Town, design consultant and NYSDOT throughout the preliminary design phase so that the project stays on track and that the work complies with the funding requirements.

Section 5 - Advertisement, Bid Opening and Award

- 5.01 Advertisement** - FCM Engineering will review and provide input/comments on the documents prepared by the Design Consultant.
- 5.02 Award** - FCM Engineering will review and provide input and comments on the documents prepared by the Design Consultant.

Attachment C

Staffing Rate, Hours, and Fee



email: fred@fcmengpllc.com

FCM Engineering, PLLC
156 Spring Road
Scotia, NY, 12302

Fee Estimate Worksheet

FCM Project No. 2309C

Project Name: PIN 1763.00 Loudon Road Culvert Replacement	Client: Town of Wilton, NY	Date: 2/7/2025
		Prepared By: Fred C. Mastroianni, PE

Preliminary Design Tasks and Description	HOURS PER TASK						Total Hours
			Principal Engineer				
SECTION 1 GENERAL							
1.01 - Meetings			24.00				24.00
1.02 - Cost and Progress Reporting			12.00				12.00
1.03 - Reimbursement of Cost			12.00				12.00
SECTION 2 - PRELIMINARY DESIGN							
2.01 - Development of Alternatives			4.00				4.00
2.02 - Cost Estimates			4.00				4.00
2.03 - Draft DAD			6.00				6.00
2.04 - Public Information Meeting			2.00				2.00
2.05 - Final DAD			2.00				2.00
2.06 - Prelim. Design Coordination			6.00				6.00
SECTION 3 - ENVIRONMENTAL							
3.01 - Screenings and Investigations			2.00				2.00
3.02 - Permits and Approvals			2.00				2.00
3.03 - Environmental Coordination			2.00				2.00
SECTION 4 - DETAILED DESIGN							
4.01 - Advanced Detail Plans			14.00				14.00
4.02 - Contract Documents			4.00				4.00
4.03 - Final Cost Estimate			4.00				4.00
4.04 - Final Design Coordination			6.00				6.00
SECTION 5 - ADVERTISEMENT, BID OPENING AND AWARD							
5.01 Advertisement			1.00				1.00
5.02 Award			4.00				4.00
Total Employee Hours			111.00				111.00
Principal Engineer Hourly Rate			\$125.00				
Total Direct Cost							\$13,875.00
Total Consultant Labor							\$13,875.00
Reimbursable Expenses:							
A. Mileage - included as part of the firm overhead							\$0.00
B. Mileage - included as part of the firm overhead							\$0.00
Total Reimbursable Expenses							\$0.00
Max. Amount Payable							\$13,875