AGREEMENT FOR PROFESSIONAL SERVICES

Project Name: Erie Harbor Enhancements Phase II - Design

Project Scope: Preliminary Investigations, Schematic Design, Preliminary Plans and Report, and Final

Design

Consultant Name:

Agreement #:

Authorizing Ordinance:

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AGREEMENT

| THIS AGREEMENT, entered into on the | _ day of | $_{,2017}$, by and between the | CITY | | |
|--------------------------------------------------------------------------------|--------------------|---------------------------------|-------|--|--|
| OF ROCHESTER, a municipal corporation having its | principal office l | ocated at CITY HALL, 30 Cl | hurch | | |
| Street, Rochester, New York, 14614, hereinafter referred to as the "City", and | | | | | |
| , with offices loca | ted at | | | | |
| Rochester, New York 146, hereinafter referred to | as the "Consulta | nt". | | | |

WITNESSETH:

WHEREAS, the City, through the Department of Environmental Services, desires to engage the Consultant for the purposes of providing professional design services required in connection with Erie Harbor Enhancements Phase II - Design, hereinafter referred to as the Project and

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

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

ART. I Part I Description of Project

Section 1.101 General Description

The project will include the rehabilitation of Genesee Gateway Park and the Genesee Riverway Trail within the project area, disturbed by site remediation and adjacent construction, and deterioration over time. Enhancements may include walkways, walls, landform, plantings, furnishings, wayfinding signage, recreational amenities, and trail and river railing rehabilitation, designed to provide sightlines and access to the waterfront and trail system, and expanded public recreational use of the parkland.

Section 1.102 Project Area Definition

The overall project limits are contained within the boundary of the City owned Genesee Gateway Park, bounded by Ford Street on the south, Mt. Hope Avenue on the east, the Genesee River on the west and the southern property line of 151 Mt. Hope Avenue on the north. The project may include minor improvements to the right of way of Ford Street and Mt. Hope Avenue as appropriate.

ART I. Part 2 Description of Professional Services

Section 1.201 General

A. The Consultant shall provide all basic services required for the Project including but not limited to surveys, preliminary design and report and contract documents.
 The design of the project shall be consistent with the requirements of the New York State Department of State Environmental Protection Fund Contract C1000714.

- B. The Consultant shall provide "additional services" if required at the request of the City, including bid and award, construction phase design, and resident project representation services.
- C. The Consultant is to have on its staff and is to retain during the performance of its services all appropriate professional personnel necessary to completely and accurately perform the services required. Where the design of structural, mechanical, electrical, civil or other engineering features of the work is included in the Project, such must be performed by an engineer registered to practice in the State of New York.
- D. The Consultant agrees that, where the project will involve the design or substantial renovation, relocation, or reconstruction of, or will involve the new construction of a building, facility, street, sidewalk, park, mall or other public area, then it will incorporate into its design, study and other work those facilities or improvements reasonably required to give handicapped persons access to and enjoyment of those facilities. Such facilities or improvements shall conform to the latest Americans with Disabilities Act Accessibility Guidelines as developed by the U.S. Architectural and Transportation Barriers Compliance Board (Access Board).
- E. The Consultant shall develop and submit to the City a detailed plan and schedule for the orderly and timely completion of requirements of this Agreement. The Consultant shall utilize appropriate graphics and illustrate the plan, <u>i.e.</u> bar charts, etc. All pertinent dates of meetings and submittals shall be identified subsequent to execution of this agreement.
- F. The Consultant shall be available to meet with the City periodically and as necessary to review the progress on the requirements of this Agreement and to provide design consultation.
- G. The Consultant shall maintain an up-to-date orderly assembled file of design notes providing a history of the design of the Project. Design notes shall include correspondence, calculations, documentation, references and other material necessary to establish the basis for design. The Consultant shall furnish a copy of such notes to the City as requested.
- H. The Consultant shall prepare and furnish to the City within one week minutes of all meetings held and monthly written progress reports in a format mutually agreed upon.
- I. The Consultant shall supply two digital record drawings products, upon completion of the work required herein. The first is a complete compilation of all digital files created for the project. The second, an abbreviated digital record of the project, shall be used to update the City's GIS Map. All digital record files shall conform to the City Digital Record File Standards listed in Appendix B of this agreement.
- J. The Products noted in Section 1.202 Basic Services are required deliverables of the NYS Department of State contract. The Products shall be provided by the Consultant to the City, in PDF format. The Consultant shall retain copies of all deliverables and provide all on compact disk prior to project closeout.
- K. The Consultant shall ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the NYS DOS to the project. The materials must include the DOS logo and the following acknowledgement:

"This (document, report, map, etc.) was prepared with funding provided by the New York State Department of State under Title 11 of the Environmental Protection Fund."

L. The NYSDOS requires quarterly M/WBE reporting. The Consultant shall provide the required form, fully executed and signed, by the end of March, June, September and December for the duration of the contract.

Section 1.202 Basic Services

A. Preliminary Investigations

1. Project Kick-Off Meeting

The Consultant shall meet with the NYS Department of State, the City and other as directed by the City to review project requirements, site conditions, and roles and responsibilities; identify new information needs and next steps; and transfer any information to the consultant that will assist in project completion.

Product: Meeting summary

2. Existing Data

The Consultant shall make maximum utilization of existing planimetric, topographic and utility maps and surveys, as available from the City, County or private utilities.

3. Surveys, Mapping and Exhibits

The Consultant shall survey the project area producing an accurate graphic representation of all existing facilities. The said survey shall be tied to the New York state Plane Coordinate System, western zone, NAD'83. The information shall be plotted at a 1" = 20' scale (or other approved scale), and show the NAD '83 coordinate grid, planimetric, topographic and utility details in the project area. Swing ties are required for all monuments within the project area.

4. Existing Sewer, Water and Other Facilities

The Consultant shall locate and identify all storm, sanitary or combined sewer mains and laterals, catch basins and manholes, water mains, valves and services, and other similar structures within the Project Area.

The Consultant shall locate all existing overhead and underground utilities utilizing available system maps and cross-checking by site inspection.

The Consultant shall evaluate the physical condition and drainage capacity of existing storm sewer drains, catch basins, and laterals and shall utilize such information in the design of the Project.

The condition and capacity of other utilities shall be reviewed with their respective owners by the Consultant. All planned improvements will be noted so that construction efforts can be coordinated between the City and third parties.

5. Subsurface Investigations

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

562 Ford Street and 171-177 and 421-435 Mt. Hope Avenue, all park parcels, are "flagged" in the City's Environmental Institutional Control System (IC). 151 and 185 Mt. Hope Avenue, immediately adjacent to the project site, are also flagged in the City's IC system. The Consultant shall coordinate with the City Division of Environmental Quality (DEQ) to determine the IC impacts on the project and any special conditions that may be imposed on the project. Coordination shall continue throughout project duration as necessary.

6. Site Reconnaissance

The Consultant shall conduct site-specific reconnaissance, in preparation for design. Work shall include, at a minimum, identification and mapping of the following:

- Ownership/grant/lease status of all lands to be incorporated into the design
- Manmade structures, buildings, or facilities on or adjacent to the site
- Transportation/circulation systems (truck, car, bus, ferry, train, pedestrian, bicycle, etc.) that serve or are located near the site
- Adjacent land and water uses
- Historic and archeological resources
- Soil and, as appropriate, core sampling to determine site stability
- Topography and hydrology
- Natural resources, including location of mature trees
- Identification and mapping of Critical Environmental Areas, and State designated Significant Coastal Fish and Wildlife Habitat areas, Scenic Areas of Statewide Significance, other Coastal Management Program special management areas, or other sensitive resources
- View corridors
- Zoning and other applicable designations
- Analysis of site constraints, needs and opportunities
- Photographic documentation of existing conditions

Products: Mapping, diagrams, plans, reports, studies, photographs, written narrative and any other appropriate information and documentation as necessary.

7. Coordination

a. Review Meeting

The Consultant shall present its findings of Preliminary Investigations at a review meeting with the City and others designated by the City. The Consultant shall incorporate into the design of the Project any comments or directions resulting from this meeting.

Products: Meeting summary

b. Advisory Committee Meeting

The Consultant shall provide an in depth review with the Advisory Committee to present the findings of the preliminary investigations. At the meeting, the Consultant shall discuss the goals of the project and the findings to date. The consultant shall also attempt to determine the problems, needs, and priorities of such associations and their members related to the present park conditions, use and operation and desires for park improvements.

Products: Display materials, handouts, presentations, meeting summary,

sign-in sheets

8. Preliminary Investigations Summary

The consultant shall prepare a summary of the Preliminary Investigations documenting the findings and input of the above activities.

Products: Summary report including supporting mapping, diagrams, plans,

reports, studies, photographs, written description, and other

documentation as necessary.

B. Schematic Design

1. Schematic Design

Based upon the findings and input received during the Preliminary Investigations phase, and at the direction of the City, the Consultant shall develop schematic designs for the park and trail improvements. The Consultant shall prepare a minimum of three (3) schematic designs for the project.

The schematic designs for the park and trail shall include identification of elements to unify and enhance the site, the user experience, the recreational utility, and aesthetics of the park overall. The schematic improvement plans shall, at a minimum, address the following features: path and trail pavements; river rail improvements / repairs and other fencing; lighting; park furnishings and amenities; landform; landscape enhancement and plantings; playground equipment and safety surfacing; and courts.

Each alternative shall include plans, sections, elevations, details and other drawings or images as needed to convey the overall design intent and any defining features or critical elements of the alternatives. The consultant shall also provide and exploration of alternatives for materials, amenities and features.

Products: Alternative schematic design and supporting documentation

2. Coordination

a. Review Meeting

The Consultant shall present its schematic designs at a review meeting with the City and others designated by the City. The Consultant shall incorporate into the design of the Project any comments or directions resulting from this meeting.

Products: Meeting summary

b. Advisory Committee Meeting

The Consultant shall provide an in depth review with the Advisory Committee to present the schematic designs and solicit their input on a preferred alternative, design elements, materials and amenities.

Products: Display materials, handouts, presentations, meeting summary,

sign-in sheets

c. Public Meeting

The Consultant shall assist the City in conducting a public meeting, including a formal presentation, to present an overall project overview, scope, schedule, findings of the Preliminary Investigations, and the resulting schematic designs. Public input shall be solicited through question and answer, direct interaction and comment forms, to ascertain their preferences on a preferred alternative, design elements, materials and amenities.

Products: Display materials, handouts, presentations, meeting summary,

sign-in sheets

C. Preliminary Plans and Report

- 1. The preliminary design and the preparation of preliminary plans for the elements of the project shall be accomplished by the Consultant. The Consultant shall provide an indepth design review at 35% complete including the following information:
 - a. Preliminary plans, including a cover sheet, legend, plans, details and other images showing the layout, basic design details, materials and construction methods. Plans shall be at the scale of 1" = 20'.
 - b. A concise report memorandum shall supplement the preliminary drawings. The memorandum shall include:
 - 1) Evaluations, recommendations and design criteria pertinent to the design of the project elements.
 - 2) A discussion of maintenance and protection of traffic and services required during construction of the project.

- 3) A report on the extent of utility/agency involvement with the Project including a preliminary construction schedule which shall identify project and utility work, duration, impacts and potential conflict.
- 4) Preliminary cost estimates with share breakdown.
- 5) Construction Requirement Analysis

The Consultant shall prepare an analysis of all federal, state and local requirements for the preliminary design, including necessary permits and approvals, and a description of how these requirements will be satisfied by the design. This analysis shall be submitted to appropriate project partners and the Department for review. A pre-permitting meeting with the Department and the identified federal, state and local entities may be required to discuss any revisions needed to satisfy regulatory requirements. Work on final design shall not proceed prior to the Department approval of the construction requirement analysis and the pre-permitting meeting, if necessary.

6) Environmental Quality Review

The Consultant shall prepare all documents necessary to comply with the State Environmental Quality Review Act (SEQRA) through determination of significance. This shall not constitute a requirement to prepare an environmental impact statement.

Products: Preliminary plans and report, written construction requirement analysis, pre-permitting meeting with identified entities (as needed), and SEQR documentation and determination of significance.

c. Consultant shall provide 15 copies of the plan and 5 copies of the report to various agencies and utilities as indicated by the City.

2. Meetings

a. Review Meetings

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

Products: Meeting summary

b. Utility/Agency Review Meeting

The Consultant shall distribute the Preliminary Report and Plans for review by the appropriate Utilities/Agencies, and others designated by the City and prepare a summary of the feedback. Individual meetings with utilities/agencies shall be conducted as necessary.

Products: Utility/agency summary

a. Advisory Committee Meeting

The Consultant shall provide an in depth review of the preliminary plans to the Advisory Committee and solicit their input on the design development, elements, materials and amenities.

Products: Display materials, handouts, presentations, meeting summary,

sign-in sheets

d. Public Meeting(s)

The Consultant shall assist the City in conducting a public open-house meeting, to present the preliminary design of the project. The Consultant shall also utilize such meeting(s) to keep the public informed of the progress of the project, in order to stimulate their involvement and cooperation. Public input shall be solicited through direct interaction and comment forms, to ascertain their preferences regarding the preliminary plans. In order to facilitate the dissemination of information at such meetings, the Consultant shall prepare necessary display and information material.

Products: Display materials, handouts, presentations, meeting summary,

sign-in sheets

D. Final Design

- 1. The Final Design and the preparation of detailed Contract Documents shall be accomplished by the Consultant in accordance with applicable City, County, State and Federal procedures for all elements of work as defined in the Preliminary Plans and Report Phase, including:
 - a. Layout plan and details for all site improvements including pavements, structures, lighting, signage, and site amenities.
 - b. Grading Plan for all landform and site drainage including green infrastructure elements, erosion control and storm drains, their location, sizes, grades and types, and new laterals.
 - c. Utility Plans.
 - d. Landscape and Planting Plan.
 - e. Structures for special needs of the project.

- f. Construction Access Staging Plan and Maintenance of traffic and services for the Project, as needed.
- g. NYS Department of State project acknowledgement sign.
- 2. The Consultant shall provide up to 15 copies of the final design plans, as needed, plus 2 sets each of specifications, quantities and estimates shall be submitted at the 90% advance final completion stage of the Contract Documents.
- 3. The Consultant is to provide the City with a revised cost estimate including the basis for quantities in the estimate and the funding share breakdown for the project based on complete drawings and specifications.
- 4. The Consultant is to prepare for the City's Contract Documents including the Project Summary, Special Instructions to Bidders, Bidding Forms, Special Terms and Conditions, Special Laws and Regulations, Project Specifications and working drawings for the Project. The bid documents are to be based upon standard City forms wherever applicable using the Standard construction documents. The Consultant is to furnish up to ten (10) complete sets of the Contract Documents under this Agreement, some of which are to be delivered by the consultant to utilities or other agencies as indicated by the City at the beginning Notice to Proceed of the Project. The Consultant shall also the same in a digital package in native (Microsoft Word, MicroStation, etc...) and PDF formats.

Products: Digital and printed copies of contract documents, bid set drawings, and cost estimate.

5. Meetings

a. Review Meetings

The Consultant shall present final design documents at a review meeting with the City and others designated by the City, if so requested. The Consultant shall incorporate any comments and direction resulting from this review meeting with the City.

Products: Meeting summary

b. Utility/Agency Review

The Consultant shall distribute the Preliminary Report and Plans for review by the appropriate Utilities/Agencies, and others designated by the City and prepare a summary of the feedback. Individual meetings with utilities/agencies shall be conducted as necessary.

Products: Utility/agency summary

c. Advisory Committee Meeting

The Consultant shall provide an in depth review with the Advisory Committee to present the final designs and solicit their input on the design development, elements, materials and amenities.

Products: Display materials, handouts, presentations, meeting summary,

sign-in sheets

6. Permit Applications

After the final design and construction documents have been approved by the NYSDOS, the Consultant shall prepare any necessary permit applications or other approval applications. A pre-application meeting with the Department and the appropriate federal, state and local regulatory authorities may be required to discuss the necessary permit or other approval applications. The Consultant shall submit all required permit and approval applications to the Department for review and comment. The Consultant shall incorporate into the contract documents and bid set drawings any comments and direction resulting from this review.

Potential permitting and approval agencies include but are not limited to:

- federal agencies such as the United States Army Corps of Engineers;
- the Department, pursuant to the consistency provisions of the federal Coastal Zone Management Act;
- other New York State agencies such as the Department of Environmental Conservation; the Office of General Services pursuant to the Public Lands Law, or similar authorization from the Power Authority (in certain areas of the St. Lawrence Seaway) or Canal Authority (in the State Canal System), in order to use or occupy certain State-owned lands or waters overlying those lands; and the Office of Parks, Recreation, and Historic Preservation or the State Historic Preservation Officer; and
- City agencies and approvals, including but not limited to: City Council;
 Planning Commissions, Environmental Commission, Site Plan Review, or other necessary approvals; and
- building or health officials.

Products: Completed application packages for all required permits and approvals.

Section 1.203 Additional Services

The following shall constitute Additional Services:

- A. Performing work not described under Basic Services when requested and authorized in writing by the City's Authorized Agent including, but not limited to the following:
 - o Special travel.
 - o Preparation of plots and legal descriptions.

- o Serving as an Expert Witness on behalf of the City
- o Materials testing other than that performed by a testing laboratory on contract with the City unless specifically included as a Basic Service Reimbursable Expense.
- o Televised inspection of sewers, unless specifically included as a Basic Service Reimbursable Expense.
- o. Preparation of an environmental impact statement (EIS) and all services related to the preparation and approval of the EIS for the Project.
- o. Bid and Award, Construction Phase Design, and Resident Project Representation services for the Project.
- B. If the Consultant is caused expense due to substantial revisions of previously approved studies, design documents, drawings or specifications, or if the scope of the project is significantly enlarged either by expansion of the project's physical limits or by increase of the Consultant's responsibilities such revisions having been ordered in writing by the City's Authorized Agent.

ART. I Part 3 City Responsibilities

The City Shall:

- A. Provide as complete information as is reasonably possible regarding its requirements for the Project to the Consultant.
- B. Assist the Consultant by making available any information pertinent to the Project, including previous reports and any other data relevant to the design of the Project.
- C. Examine all studies, reports, sketches, estimates, drawings, specifications, proposals and other documents presented to the City by the Consultant for review and render decisions pertaining thereto within a reasonable period of time, so as not to delay the work of the Consultant.
- D. Designate a representative (Authorized Agent) to act as liaison between the City and the Consultant. The Authorized Agent will have the authority and responsibility to transmit instructions and to receive information with respect to the city policies and pertinent to the work covered by this Agreement, except as otherwise limited by Code or Charter of the City.
- E. Give written notice to the Consultant where the City observes or otherwise becomes aware of any default in the Consultant's performance hereunder or where the City does not concur with the design or other recommendations of the Consultant.
- F. Obtain approval of the New York State Department of State and other governmental authorities having jurisdiction over the Project, with the assistance of the Consultant, for the actual Project design work.

ART I. Part 4 Fee

Section 1.401 General

- A. In no event whatsoever shall the total fee payable to the Consultant pursuant to this agreement, including all costs and disbursements whatsoever, excess (maximum amount of contract; (\$).
- B. The consultant shall have the right to bill the City for services performed and not already billed on a monthly basis.
- C. The Consultant shall submit duly executed invoices in order to receive payment.

Section 1.402 Fee for Basic Services and Reimbursable Expenses

- A. The fee payable to the Consultant for Basic Services for each project component pursuant to this Agreement shall be initially set forth in Schedule A.
- B. Payments to the Consultant for basic services for each project component pursuant to this agreement shall be initially set forth as part of Schedule A.
- C. The fees payable to the Consultant for Reimbursable Expenses for each project component pursuant to this agreement shall be initially set forth in Schedule A.
- D. The City agrees to pay and the consultant agrees to accept as full payment for the work and service performed pursuant to this agreement the following fees, payable in the following manner:
 - 1. Fee Computation
 - a. The Consultant's fee shall be computed on a lump sum basis. The lump sum fee shall be based upon the percentage of work completed within a monthly billing period, within the phase limits shown in Schedule A.
 - b. Surveyor's wages are subject to the New York State Department of Labor, Bureau of Public Works Prevailing Rate schedules. The Consultant's Lump Sum Fee includes the surveyor's wages as required by the Department of Labor. The Consultant must submit documentation demonstrating compliance with the NYS Dept. of Labor.
 - 2. The City will not pay overtime costs arising from work on any part of this Agreement.
 - 3. The Consultant shall be reimbursed the actual expenses for Reimbursable Expenses incurred in performing services under this Agreement. All reimbursement claims must be supported by adequate documentation and show appropriate share breakdown. Reimbursable Expenses are as outlined in Schedule A.
 - 4. All hourly rates for professional and technical personnel, and the identity and resumes of professional and technical staff, of project managers and principals shall be approved

- by the City's Authorized Agent prior to the Notice to Proceed. No changes will be made without the approval of the City's Authorized Agent.
- 5. Principals shall be reimbursed at a flat hourly rate, approved by the City's Authorized Agent.
- 6. All travel is to be made at the expense of the Consultant and is part of the Fee for Basic Services.

Section 1.403 Fee for Additional Services

- A. The City agrees to pay the Consultant for additional services performed by the Consultant on the following basis: Adjustments to the fee for unanticipated change of scope of the project shall be made at the rate of (multiplier) times actual payroll expenses for the Consultant's technical and professional personnel.
- B. The City shall pay the Consultant as an expert witness at the rate of \$400.00 per day for any day or portion thereof for which the Consultant is required to appear as a witness.
- C. The City shall pay the Consultant to provide property survey and preparation of plots and legal descriptions at \$350 per plot.

Section 1.404 Fee Administration

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

ART. I Part 5 Term

This Agreement shall commence upon execution by the parties and shall terminate six (6) months after completion and acceptance of the design of the Project designated herein. However, no such termination shall relieve the Consultant of any outstanding duties imposed by the Agreement, including the requirement to hold the City harmless and to maintain insurance coverage insuring against loss arising out of the Project.

ART. I Part 6 Time of Performance

- A. For each phase of the work, the Consultant shall not commence work until receipt of a written Notice to Proceed from the City's Authorized Agent and shall prepare documents for that phase of the work for review by the City within the time frames detailed on Schedule B Time Schedule.
- B. The Consultant shall not be held responsible for delays caused by the City of Rochester or by other parties not directly under its control.

C. The above time limits may be extended only by mutual written agreement of the parties hereto. It is understood that it is the intention of the City to have the service performed under this Agreement carried out as expeditiously as possible.

ART. I Part 7 Authorized Agent

A. The City hereby designates the:

City Engineer Third Floor - City Hall - 300B 30 Church Street Rochester, New York 14614

B. The Consultant hereby designates:

Name Title Address

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

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

ART. I Part 8 Ownership of Documents

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

Erie Harbor Enhancements Phase II - Design Agreement No. ____ SCHEDULE A - FEE SCHEDULE

| I. | BASIC SERVICES | <u>'</u> | <u>TOTAL</u> |
|-----|-----------------------------|----------|--------------|
| | Preliminary Investigations | | |
| | Schematic Design | | \$0 |
| | Preliminary Plans & Report | | \$0 |
| | Final Design | | \$0 |
| | TOTAL I | | \$0 |
| II. | REIMBURSABLE EXPENSE | <u>ē</u> | |
| | Sub-Consultants | | \$0 |
| | Reproduction, Printing, etc | | \$0 |
| | TOTAL II | | \$0 |
| | TOTAL I & II | | \$0 |
| III | .ADDITIONAL SERVICES | | |
| | As Required | | \$0 |
| | TOTAL III | | \$0 |
| | TOTAL I, II & III | | <u>\$0</u> |

Erie Harbor Enhancements Phase II - Design AGREEMENT NO: _____ SCHEDULE B - TIME SCHEDULE

PHASE Days From Notice to Proceed

Preliminary Investigations 90 days

Schematic Design 60 days

Preliminary Plans & Report 60 days

<u>Final Design</u> 90 days

TOTAL 300 days