



Public Works Committee

Tuesday, December 5, 2023 3:30PM

40 McMaster Street, Ballston Spa, NY

Chair: Philip Barrett

Members: Diana Edwards, Jack Lawler, Ian Murray, Jonathan Schopf (vc), Mike Smith, Matt Veitch

Agenda

- I. Welcome and Attendance
- II. Approval of the minutes of the October 31, 2023 meeting.
- III. Authorizing an engineering consultant agreement with Barton and Loguidice, DPC for design and right-of-way services related to the rehabilitation of the CR 14 (Crooked Street) culvert over Lake Butterfield Inlet in the Town of Galway - Chad Cooke, Public Works
- IV. Authorizing an engineering contract with CHA Consulting, Inc. for design and construction administration services related to the rehabilitation of the CR 91 (Grooms Road) culvert over a Tributary to the Colonie Reservoir in the Town of Clifton Park - Chad Cooke, Public Works
- V. Authorizing the implementation and funding in the first instance of 100% of the Federal-Aid and State "Marchiselli" Program-aid eligible costs of a transportation Federal-aid project, and appropriating funds therefore, and amending the 2023 County budget in relation thereto - Chad Cooke, Public Works
- VI. Authorizing an amendment to the consultant agreement with Creighton Manning Engineering, LLP for additional ROW Incidentals and Acquisition services related to the Coons Crossing over Anthony Kill project in the Town of Halfmoon - Chad Cooke, Public Works
- VII. Other Business
- VIII. Adjournment



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michelle Granger, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warmt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Audra Hedden, County Administrator's Office

DEPARTMENT: Department of Public Works

DATE: 11/20/23

COMMITTEE: Public Works

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorize a contract with Barton and Loguidice, DPC in the amount of \$185,747 for design and right-of-way services associated with the rehabilitation of the CR 14 (Crooked Street) culvert over Lake Butterfield Inlet in the Town of Galway.

3. Specific Details on what the resolution will authorize:

In October, the Board authorized the acceptance of BridgeNY funds in the amount of \$1,083,000 for the rehabilitation of the CR 14 (Crooked Street) culvert over Lake Butterfield Inlet in the Town of Galway. The amount accepted included the professional services totaling \$185,747.

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted Yes

4. Is a Budget Amendment needed: ☐ YES or ☒ NO
If yes, budget lines and impact must be provided.
Any budget amendments must have equal and offsetting entries.

County Administrator's Office
Consulted

☐ Please see attachments for impacted budget lines.
(Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted H2023.50.100-7502
- b. Budget year impacted 2023-2025
- c. Details

6. Are there Amendments to the Compensation Schedule?

☐ YES or ☒ NO (If yes, provide details)

a. Is a new position being created? ☐ Y ☐ N

Effective date

Salary and grade

b. Is a new employee being hired? ☐ Y ☐ N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? ☐ Y ☐ N

Is this position currently vacant? ☐ Y ☐ N

Is this position in the current year compensation plan? ☐ Y ☐ N

Human Resources Consulted

7. Does this item require the awarding of a contract: ☒ Y ☐ N

a. Type of Solicitation Professional Service

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)
N/A

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? ☐ Y ☒ N ☐ N/A

d. Vendor information (including contact name):

Barton and Loguidice, DPC (Byron Raych)
10 Airline Drive #200
Albany, NY 12205

e. Is the vendor/contractor an LLC, PLLC, or partnership: No

f. State of vendor/contractor organization: NY

g. Commencement date of contract term: upon contract execution

h. Termination of contract date: upon project completion

i. Contract renewal date and term: N/A

k. Is this a renewal agreement: ☐ Y ☒ N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted
Yes

8. Is a grant being accepted: ☐ YES or ☒ NO

County Administrator's Office
Consulted

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

- ☐ Marked-up previous resolution
- ☐ No Markup, per consultation with County Attorney
- ☐ Information summary memo
- ☐ Copy of proposal or estimate
- ☐ Copy of grant award notification and information
- ☒ Other Draft resolution and proposed scope and fee

10. Remarks:



3/21/23

SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 82 - 2023

Introduced by Public Works: Supervisors Barrett, Edwards, Lawler, Murray, Schopf, Smith, and M. Veitch

AUTHORIZING AN ENGINEERING CONSULTANT AGREEMENT WITH BARTON AND LOGUIDICE, D.P.C. FOR DESIGN AND RIGHT-OF-WAY SERVICES RELATED TO THE REHABILITATION OF THE CR 14 (CROOKED STREET) CULVERT OVER LAKE BUTTERFIELD INLET IN THE TOWN OF GALWAY

WHEREAS, pursuant to Resolution 264-2023, this Board of Supervisors approved the proposed project for CR 14 (Crooked Street), PIN 1762.70, in the Town of Galway; and

WHEREAS, the County is authorized to contract with any of the consultants designated by the New York State Department of Transportation (NYSDOT) to provide services for locally administered federal and/or state-aided municipal highway, bridge, and related projects that require architectural/engineering/surveying services in NYSDOT Region 1; and

WHEREAS, the Saratoga County Department of Public Works has evaluated and ranked all firms on NYSDOT's Region 1 Local Design Service Agreement List, and has selected Barton and Loguidice, D.P.C. to provide design and right-of-way services related to the CR 14 (Crooked Street) project in the Town of Galway; and

WHEREAS, our Public Works Committee and the Commissioner of the County Department of Public Works have recommended that a contract for design and right-of-way services related to the CR 14 (Crooked Street) project in the Town of Galway be awarded to Barton and Loguidice, D.P.C. at a cost not to exceed \$185,747; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute an agreement with Barton and Loguidice, D.P.C. of Albany, New York for the provision of design and right-of-way services related to the CR 14 (Crooked Street) project in the Town of Galway, at a cost not to exceed \$185,747; and it is further

RESOLVED, that the form and content of such agreement shall be subject to the approval of the County Attorney; and it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact. Funds are included in the Department Budget.

BARTON & LOGUIDICE, D.P.C.
PIN XXXX.XX
CR 14 (CROOKED STREET) OVER LAKE BUTTERFIELD INLET
CULVERT REPLACEMENT (LIN 360.00)
TOWN OF GALWAY, SARATOGA COUNTY, NY

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Exhibit A, Page 1
Salary Schedule

BARTON & LOGUIDICE, D.P.C.
PIN XXXX.XX
CR 14 (CROOKED STREET) OVER LAKE BUTTERFIELD INLET
CULVERT REPLACEMENT (LIN 360.00)

JOB TITLE	ASCE (A) OR NICET (N) GRADE		AVERAGE HOURLY RATES		PROJECTED HOURLY RATES		MAXIMUM HOURLY RATES		OVERTIME CATEGORY
			2023		2024		2023		
Principal	IX	(A)	\$	128.10	\$	128.10	\$	128.10	A
Senior Vice President	IX	(A)	\$	108.75	\$	115.28	\$	115.50	A
Vice President	IX	(A)	\$	83.00	\$	87.98	\$	90.00	A
Senior Associate	VIII	(A)	\$	75.80	\$	78.00	\$	78.00	A
Associate	VIII	(A)	\$	66.29	\$	70.27	\$	71.00	A
Senior Managing Landscape Architect	VII	(A)	\$	65.50	\$	69.43	\$	78.00	B
Senior Managing Engineer	VII	(A)	\$	62.33	\$	66.07	\$	69.00	B
Senior Project Manager	VII	(A)	\$	62.81	\$	66.58	\$	75.00	B
Chief Engineer	VII	(A)	\$	65.27	\$	69.19	\$	73.80	B
Senior Managing Hydrogeologist	VII	(A)	\$	67.00	\$	67.00	\$	67.00	B
Senior Managing Industrial Hygienist	VII	(A)	\$	58.00	\$	58.00	\$	58.00	B
Managing Engineer	VI	(A)	\$	53.56	\$	55.60	\$	55.60	B
Lead Asset Management Specialist	VI	(A)	\$	73.00	\$	73.00	\$	73.00	B
Managing Landscape Architect	VI	(A)	\$	41.00	\$	41.00	\$	41.00	B
Project Manager	VI	(A)	\$	56.33	\$	59.50	\$	59.50	B
Lead Engineer	VI	(A)	\$	55.93	\$	59.29	\$	59.50	B
Lead Environmental Scientist	VI	(A)	\$	53.00	\$	53.00	\$	53.00	B
Managing Hydrogeologist	VI	(A)	\$	56.00	\$	56.00	\$	56.00	B
Senior Staff Engineer	VI	(A)	\$	45.25	\$	47.97	\$	50.00	B
Senior Managing Community Planner	V	(A)	\$	62.50	\$	62.50	\$	62.50	B
Senior Construction Manager	V	(A)	\$	55.00	\$	55.00	\$	55.00	B
Senior Project Engineer	V	(A)	\$	48.78	\$	51.71	\$	57.00	B
Senior Project Architect	V	(A)	\$	50.00	\$	50.00	\$	50.00	B
Senior Project Landscape Architect	V	(A)	\$	44.00	\$	44.00	\$	44.00	B
Senior Staff Environmental Scientist	V	(A)	\$	39.00	\$	39.00	\$	39.00	B
Senior Project Industrial Hygienist	V	(A)	\$	39.00	\$	39.00	\$	39.00	B
Managing Community Planner	V	(A)	\$	41.00	\$	41.00	\$	41.00	B
Project Community Planner	V	(A)	\$	33.00	\$	33.00	\$	33.00	B
Staff Intern Architect	IV	(A)	\$	41.00	\$	41.00	\$	41.00	B
Project Engineer	IV	(A)	\$	43.81	\$	46.44	\$	49.00	B
Project Architect	IV	(A)	\$	45.00	\$	45.00	\$	45.00	B
Project Landscape Architect	IV	(A)	\$	38.00	\$	38.00	\$	38.00	B
Senior Staff Asset Management Specialist	IV	(A)	\$	57.70	\$	57.70	\$	57.70	B
Staff Engineer	IV	(A)	\$	42.33	\$	44.87	\$	45.50	B
Crew Chief	IV	(A)	\$	35.82	\$	37.97	\$	38.90	B
Senior Staff Field Scientist	IV	(A)	\$	36.90	\$	36.90	\$	36.90	B
Staff Asset Management Specialist	IV	(A)	\$	54.80	\$	54.80	\$	54.80	B
Staff Industrial Hygienist	IV	(A)	\$	34.50	\$	34.50	\$	34.50	B
Staff Environmental Scientist	IV	(A)	\$	31.00	\$	31.00	\$	31.00	B
Project Environmental Scientist	III	(A)	\$	38.50	\$	38.50	\$	38.50	B
Intern Architect III	III	(A)	\$	37.00	\$	37.00	\$	37.00	B
Staff Hydrogeologist	III	(A)	\$	30.15	\$	31.96	\$	32.50	B
Intern Architect II	II	(A)	\$	33.00	\$	33.00	\$	33.00	B
Community Planner II	II	(A)	\$	31.00	\$	31.00	\$	31.00	B
Engineering Designer II	II	(A)	\$	45.83	\$	47.50	\$	47.50	B
Engineer II	II	(A)	\$	37.97	\$	40.25	\$	41.00	B
Environmental Scientist II	II	(A)	\$	27.00	\$	27.00	\$	27.00	B
Community Planner I	I	(A)	\$	25.33	\$	26.85	\$	27.00	B
Architectural Designer I	I	(A)	\$	24.50	\$	24.50	\$	24.50	B
Assistant Landscape Architect I	I	(A)	\$	29.25	\$	31.00	\$	31.00	B
Engineer I	I	(A)	\$	34.69	\$	36.00	\$	36.00	B
Environmental Scientist I	I	(A)	\$	22.00	\$	22.00	\$	22.00	B
Hydrogeologist I	I	(A)	\$	22.50	\$	22.50	\$	22.50	B
Resident Engineer	IV	(N)	\$	51.11	\$	54.18	\$	62.00	C
Senior Engineering Technician	IV	(N)	\$	42.70	\$	43.00	\$	43.00	C
Office Engineer	IV	(N)	\$	52.67	\$	54.00	\$	54.00	C
Chief Inspector	III	(N)	\$	59.00	\$	59.00	\$	59.00	C
Senior Inspector	III	(N)	\$	44.62	\$	47.30	\$	50.00	C
Senior Environmental Technician	III	(N)	\$	23.00	\$	23.00	\$	23.00	C
Engineering Technician	II	(N)	\$	31.03	\$	32.89	\$	34.50	C
Environmental Technician	I	(N)	\$	21.00	\$	21.00	\$	21.00	C
Industrial Hygienist I	I	(N)	\$	22.50	\$	23.50	\$	23.50	C
Contract Specialist	N/A		\$	31.91	\$	33.82	\$	34.50	C
Engineering Aide	N/A		\$	34.50	\$	34.50	\$	34.50	C
Senior Group Technical Assistant	N/A		\$	28.24	\$	29.93	\$	31.70	C
Group Technical Assistant	N/A		\$	21.70	\$	21.80	\$	21.80	C
Intern	N/A		\$	18.89	\$	20.00	\$	20.00	C

NOTES:

OVERTIME POLICY

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

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

Exhibit A, Page 2

Staffing Table

BARTON & LOGUIDICE, D.P.C.
PIN XXXX.XX
CR 14 (CROOKED STREET) OVER LAKE BUTTERFIELD INLET
CULVERT REPLACEMENT (LIN 360.00)

JOB TITLE	ASCE (A) OR NICET (N) GRADE	General 1	Data Collection 2	Preliminary Design 3	Environmental 4	ROW 5	Detailed Design 6	Bid and Award 7	Cons. Support 8	TOTAL HOURS	PROJECTED HOURLY RATE	DIRECT TECHNICAL LABOR
Principal	IX	5								5	\$128.10	\$ 640.50
Senior Vice President	IX									0	\$115.28	\$ -
Senior Associate	VIII				2					2	\$78.00	\$ 156.00
Associate	VIII	12		9			13	3		37	\$70.27	\$ 2,599.89
Senior Managing Engineer	VII									0	\$66.07	\$ -
Chief Engineer	VII									0	\$69.19	\$ -
Managing Engineer	VI	27	24	38	4	4	55	8		160	\$55.60	\$ 8,896.00
Senior Project Engineer	V		16	28			42			86	\$51.71	\$ 4,446.78
Project Engineer	IV									0	\$46.44	\$ -
Staff Environmental Scientist	IV				31					31	\$31.00	\$ 961.00
Staff Industrial Hygienist	IV									0	\$34.50	\$ -
Senior Staff Engineer	VI									0	\$47.97	\$ -
Engineer II	II	8	57	132	12		173	24		406	\$40.25	\$ 16,340.77
Engineer I	I									0	\$36.00	\$ -
Environmental Scientist I	I			12	50					62	\$22.00	\$ 1,364.00
Senior Engineering Technician	IV		4	40			156			200	\$43.00	\$ 8,600.00
Contract Specialist	N/A	18								18	\$33.82	\$ 608.84
Senior Group Technical Assistant	N/A			6			6			12	\$29.93	\$ 359.21
	TOTAL	70	101	265	99	4	445	35		1019		\$44,973.00

Exhibit A, Page 3

Estimate of Direct Non-Salary Cost

BARTON & LOGUIDICE, D.P.C.
PIN XXXX.XX

CR 14 (CROOKED STREET) OVER LAKE BUTTERFIELD INLET
CULVERT REPLACEMENT (LIN 360.00)

1. Travel, Lodging and Subsistence

Trips to	trips	miles per			
Alb Office to Site	4	65	miles/trip	260	
Syr Office to Site	1	250	miles/trip	250	
Total Mileage				510	@ \$0.655 \$334.05

TOTAL TRAVEL, LODGING, & SUBSISTENCE

\$334

2. Reproduction, Drawings & Report

			Sheets	Set	
Design Report					
Pre-Draft thru Final		0.10	300	2	\$60.00
Brochure/Handout		1.00	0	0	\$0.00
Plans/Cross-Sections		0.10	40	5	\$20.00
Miscellaneous		0.10	500	2	\$100.00

TOTAL DRAWING, REPORT, REPRODUCTION

\$180

3. Environmental Screenings/Reports

\$500

4. Asbestos and Lead Sample Testing (assume 8 samples from culvert)

\$500

6. Mail, Postage & Shipping

\$150

7. Subcontractor for Borings (Estimated)

Soil Borings (Assume 2)

\$10,000

8. Subconsultant for Survey (CivilTec)

Survey and Mapping, ROW Maps

\$13,300

9. Subconsultant for ROW

ROW Incidentals

\$15,000

ROW Acquisitions

\$10,000

TOTAL DIRECT NON-SALARY COST

\$1,664

TOTAL DIRECT NON-SALARY COST (SUBCONSULTANTS)

\$48,300

JOB TITLE	ASCE (A) NICET (N) Grade	Actual Hourly Rates Jan-23	Max. Hourly Rates Jan-24	Max. Hourly Rates Jan-25	Max. Hourly Rates Jan-26	CT Overtime Category
Project Manager P.E.	VIII (ASCE)	\$104.00	\$107.12	\$110.33	\$113.64	A
QA/QC Manager	V (ASCE)	\$47.00	\$48.41	\$49.86	\$51.36	A
Sr. Survey Manager L.S.	V (ASCE)	\$63.00	\$64.89	\$66.84	\$68.84	B
CADD Drafter	II (N)	\$33.50	\$34.51	\$35.54	\$36.61	C
Senior Survey. Tech.	III (N)	\$47.00	\$48.41	\$49.86	\$51.36	C
Party Chief (Office)		\$37.00	\$38.11	\$39.25	\$40.43	C
Instrument Person (Office)		\$29.00	\$29.87	\$30.77	\$31.69	C
Party Chief (Field)	III (N)	\$48.97	\$50.44	\$51.95	\$53.51	C
Instrument Person (Field)	II (N)	\$44.99	\$46.34	\$47.73	\$49.16	C

NOTES:

Hourly rates shall not exceed those shown above.

OVERTIME POLICY

Category A - No overtime compensation.

Category B - overtime compensated at straight time rate.

Category C - overtime compensated at straight time rate x 1.50

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

Week is defined as Monday through Sunday.

Holidays count towards 40 hours.

ExhibitB , Page 2

Staffing Table

Crooked Str over Lake Butterfield Inlet

PIN

Name of Consultant: Civil Tec Engineering & Surveying P.C.

JOB TITLE	Tasks						9/25/2023		2023 HOURLY RATE	DIRECT TECHNICAL LABOR
	ASCE (A) OR NICET (N) GRADE	2.01	2.02	2.01B	2.01C	5.02	5.03			
		Design Survey	Design Mapping	Stream Sections	Supplemental Survey	Row Survey	Row Mapping	TOTAL HOURS		
Project Manager P.E.	VII (ASCE)	1						1	\$104.00	\$104.00
QA/QC Manager	V (ASCE)	1				1		2	\$47.00	\$94.00
Sr. Surveyor Manager LS	V (ASCE)	2	1		1	1	2	7	\$63.00	\$441.00
CADD Drafter	II (N)		16		2	2	16	36	\$33.50	\$1,206.00
Senior Survey. Tech.	III (N)		2			6	4	12	\$47.00	\$564.00
Party Chief (Office)	III (N)	2			2			4	\$37.00	\$148.00
Instrument Person (Office)	II (N)	2			2			4	\$29.00	\$116.00
Party Chief (Field)	III (N)	12			8	4		24	\$48.97	\$1,175.28
Instrument Person (Field)	II (N)	12			8	4		24	\$44.99	\$1,079.76
Total		32	19	0	23	16	22	114		\$4,928.04

9/26/2023

Exhibit B , Page 3
 Direct Non-Salary Costs
Crooked Str over Lake Butterfield Inlet
PIN

Name of Consultant: Civil Tec Engineering & Surveying P.C.

1. Travel & Lodging

Lodging

2 nights Lodging / Meal per diem @ \$180.00 /night /person = \$720.00

Mileage

2 trips @ 200 miles/trip = 400 miles @ \$0.655/mile = \$262.00

3. Supplemental Benefits

	Hours	Rate	Total
Party Chief	24	\$28.90	\$693.60
Instrument Person	24	\$28.90	\$693.60
Total Supplemental Wages			\$1,387.20

\$0.00

\$0.00

\$1,387.20

Total 2,369.20

Exhibit B Page 4

Summary

Crooked Str over Lake Butterfield Inlet

PIN

Name of Consultant: Civil Tec Engineering & Surveying P.C., P.C.

Item IA, Direct Technical Salaries (estimated) subject to audit	\$4,928
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$0
Item II Direct Non- Salary Cost (estimated) subject to audit	\$2,369
Item III, Overhead (estimated) subject to audit	\$4,928
Item IV, Fixed Fee (negotiated)	\$986
Item II Direct Non- Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	\$0
Total Estimated Cost	\$13,211

Use MAP \$13,300

Exhibit C

Summary

BARTON & LOGUIDICE, D.P.C.
PIN XXXX.XX
CR 14 (CROOKED STREET) OVER LAKE BUTTERFIELD INLET
CULVERT REPLACEMENT (LIN 360.00)

		Preliminary Design .121	Detailed Design .122	ROW Incidental .221	ROW Acquisition .222	TOTAL
Item IA, Direct Technical Salaries (estimated) subject to audit		\$23,135	\$21,615	\$222	\$0	\$44,973
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)		\$0	\$0	\$0	\$0	\$0
Item II, Direct Non-Salary Cost (estimated) subject to audit		\$1,461	\$203	\$0	\$0	\$1,664
Item II Direct Non-Salary Cost (estimated) subject to audit						
(Sub-Consultant Cost)	Survey	\$13,300	\$0	\$0	\$0	\$13,300
	ROW	\$0	\$0	\$15,000	\$10,000	\$25,000
Item II Direct Non-Salary Cost (estimated) subject to audit						
(Sub-Consultant Cost)	Soil Borings	\$10,000	\$0	\$0	\$0	\$10,000
Item III, Overhead (estimated) subject to audit) (@ 172% Office Rate)		\$39,793	\$37,178	\$383	\$0	\$77,354
Item IV, Fixed Fee (negotiated)		\$6,922	\$6,467	\$67	\$0	\$13,456
SUB-TOTAL		\$94,612	\$65,463	\$15,671	\$10,000	\$185,747
MAXIMUM AMOUNT PAYABLE				\$185,747		

EXECUTIVE SUMMARY

PIN XXXX.XX

Replacement of CR 14 (Crooked Street) Culvert over Lake Butterfield Inlet
LIN 360.00
Town of Galway
Saratoga County, New York

This State Funded project under the Bridge NY program provides for the replacement of the culvert carrying CR 14 (Crooked Street) over Lake Butterfield Inlet, in the Town of Galway, Saratoga County. The project will replace the structurally deficient culvert with a new culvert meeting current highway design standards with an improved hydraulic capacity. Minor approach roadway work will occur on each approach to tie the new culvert into the adjacent roadway. Traffic will be maintained during construction on an off-site detour

The **Consultant** shall provide preliminary and final design services as outlined in Sections 1 through 7 of the project scope. Preliminary design services will include, but are not limited to, ground survey, mapping, traffic analyses, preparation of a design approval document, development of design alternatives, environmental scoping and development and final design (the development and submission of contract plans, specifications and estimate). Right-of-way incidental and acquisitions services are anticipated to be required and are included herein. Construction Support (Section 8) and Construction Inspection (Section 9) will be provided by a supplement to this Agreement.

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

The anticipated letting date for this project is Fall 2024 with construction in 2025. The project is 100% funded with state funds in the approved maximum amount of \$1,083,000.00

Section 1 - General

1.01 Project Description and Location

This project is known as:

PIN: XXXX.XX

Project Description: LIN 360.00 – CR 14 (Crooked Street) over Lake Butterfield Inlet
Culvert Replacement

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

Sponsor: Saratoga County

Municipality: Saratoga County

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

1.02 Project Manager

The **Sponsor's** Project Manager for this project shall be the Deputy Commissioner of
Public Works, Gregory Ball, who can be reached at (518) 885-2235.

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

Saratoga County Department of Public Works
3654 Galway Road
Ballston Spa, NY 12020

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

1.03 Project Classification

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

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 2	Data Collection & Analysis
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 (By Supplemental Agreement)
Section 9	Construction Inspection (By Supplemental Agreement)
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1, 2, 3, 4, 5, 6, 7 and 10.

1.05 Project Familiarization

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

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

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

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the Sponsor's Project Manager. Meetings may be held to:

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

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

1.07 Cost and Progress Reporting

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

1.08 Policy and Procedures

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

1.09 Standards & Specifications

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

1.10 Subconsultants

The **Consultant** will be responsible for:

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

1.11 Subcontractors

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

Section 2 - Data Collection & Analysis

2.01 Design Survey

A. Ground Survey

The **Consultant** will provide terrain data required for design by means of a topographic field survey. The survey limits will include a bandwidth at the culvert of 100 feet centered about the centerline of road. The distance will extend for 50 feet north and 50 feet south of the culvert. Beyond these limits, the bandwidth shall be edge of pavement plus 25 feet each side and shall have a length of 200 feet north of the culvert to 200 feet south of the culvert.

B. Stream Survey

The **Consultant** will perform field survey necessary to develop stream cross sections for the hydraulic analysis of the stream. Two (2) stream cross sections are required as noted below:

- Inlet of culvert
- Outlet of culvert

C. Survey of Wetland Boundaries

The **Consultant** 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** will provide supplemental survey when needed for design purposes and to keep the survey and mapping current.

E. Standards

Survey will be done in accordance with the standards set forth in the [NYSDOT Land Surveying Standards and Procedures Manual](#) and in accordance with local standards described in Section 10 of the SOS.

F. Right of Way Survey

The **Consultant** will perform survey needed to accurately determine existing right-of-way limits and establish side property lines. The following tasks are included:

- Research and obtain deeds and other record information to establish reputed owners of properties in and adjacent to the project limits.
- Provide owner names, tax account numbers, and book/page of deed and house number for each property in the project limits.

- Determine the location of the existing highway boundary. Highway boundary will be incorporated into the base mapping. Any record plans that exist will be provided by the **Consultant**. In areas of potential acquisitions, both the highway boundary and the individual property lines will be determined accurately.
- All efforts will be made to recover property line markers and any permanent survey markers set by others.
- The **Consultant's** Surveyor will place ROW and easement lines on the plans, denoting the owner names, tax map numbers, and book/page of deed and list for each property on the ROW within the project limits.

2.02 Design Mapping

The **Consultant** will provide the following design mapping:

- 1:20 scale mapping with 1.0 foot contour intervals.

The **Consultant** will provide supplemental mapping when needed for design purposes and to keep the mapping current.

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.

2.04 Accident Data and Analysis

The **Sponsor** 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. ***It is anticipated that an accident analysis will not be required.***

2.05 Traffic Counts

The **Sponsor** will provide 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**](#).

The **Consultant** will provide flow diagrams for appropriate peak periods (e. g., am, noon, and pm) showing existing and design year volumes on the mainline, on each approach of all intersections, and at major traffic generators. ***It is anticipated that flow diagrams will not be required.***

2.06 Capacity Analysis

A capacity analysis is not required as this segment of roadway is not at an intersection.

2.07 Future Plans for Roadway and Coordination with Other Projects

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

2.08 Soil Investigations

The **Consultant** 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. The **Consultant's** soil boring contractor will perform soil borings, collect and classify samples, and produce soil boring logs.

2.09 Hydraulic Analysis

The **Consultant** will perform a hydraulic analysis in accordance with the principles outlined in the NYSDOT Highway Design Manual. It is assumed that the analysis will be completed utilizing HY-8 software.

2.10 Bridges To Be Rehabilitated (Not Applicable)

There are no existing bridges within the project limits to be rehabilitated

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 [NYSDOT Project Development Manual](#).

The **Sponsor** will approve the selected project design criteria and will obtain NYSDOT concurrence (either by a 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 **Sponsor'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 and alignment, 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 **Sponsor** to discuss the concepts, using the sketches as discussion aids to describe the relative order-of-magnitude costs, advantages, disadvantages, and problem areas of each. From these concepts the **Sponsor** 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 [NYSDOT Highway Design Manual](#).
- 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 stream flow, 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.
- 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) stationing centerlines; roadway geometrics; major drainage features; construction limits; cut and fill limits; and proposed right-of-way acquisition lines.
- Profiles, at a scale of 1:20 horizontal and 1:40 (maximum) vertical, 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 stations and equalities; construction limits; and superelevation data.
- Typical sections showing (as a minimum) lane, median, and shoulder widths, bridge rails; guide rails; 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 an **Initial Project Proposal/Final Design Report (IPP/FDR)**.

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

The **Consultant** will prepare a 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 \(PDM\)](#).

The **Consultant** will submit one copy of the DAD to the **Sponsor** for review. The **Sponsor** will review the DAD and provide the **Consultant** with review comments. The **Consultant** will revise the DAD to incorporate the comments.

3.05 Advisory Agency Review

The **Consultant** will provide the **Sponsor** with one copy of the signed DAD for distribution to advisory agencies.

The **Consultant** will distribute the DAD to the advisory agencies.

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

3.06 Public Information Meeting and/or Public Hearing

A. Public Information Meeting

A public information meeting is not a requirement of a Bridge NY culvert project, and is therefore, not assumed to be required.

3.07 Preparation of Final Design Approval Document

The **Sponsor** will obtain all necessary approvals and concurrences, and will publish all applicable legal notices with assistance from the **Consultant**.

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 one (1) copy of the Final DAD to the **Sponsor** for review. The **Sponsor** will review the Final DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Final DAD to incorporate the comments. The **Consultant** will send one copy to the Sponsor.

The **Sponsor** will submit two (2) copies of the Final DAD to NYSDOT for a Final Environmental Determination. NYSDOT will make the determination. The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT review.

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

3.08 Preliminary Bridge Plans (Not Applicable for Culverts)

Section 4 - Environmental

4.01 NEPA Classification (Not Applicable)

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

4.02 SEQRA Classification

The **Consultant** will assist the **Sponsor** in complying with SEQRA (6 NYCRR Part 617). The **Sponsor** is the Lead Agency. Consultant tasks may 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.

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 same to the Sponsor for attestation. (New York State's Smart Growth policy was adopted by 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 the Chapter 7 Appendices on the Local Projects Manual 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
- Surface Water
- Ground Water
- State Wetlands
- Federal Jurisdictional Wetlands
- Floodplains
- Coastal Zone Management
- Navigable Waterways
- Historic and/or Archaeological Resources
- Parks
- Hazardous Waste
- Asbestos

- Noise
- Air Quality
- Energy
- Farmland and/or Agricultural Districts
- Invasive Species
- Visual Impacts
- Critical Environmental Areas
- Complete Streets
- Environmental Justice
- Natural Landmarks
- Coast Guard Bridge Permit

Work will be performed, as summarized in the Local Projects Manual 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 4.04, the **Consultant** will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the **Sponsor** must concur with the **Consultant's** determination.

Detailed study or analysis work will be performed and documented as detailed in the Local Projects Manual, as well as in the PDM and the TEM. 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
- B. Ground Water
- C. Surface Water
- D. State Wetlands
- E. Federal Wetlands
- F. Floodplains
- G. Coastal Zone Management
- H. Historic Resources and/or Archaeological Resources
- I. Parks - Section 4(f) and Section 6(f) Evaluations
- J. Hazardous Waste
- K. Asbestos
- L. Noise
- M. Air Quality
- N. Energy
- O. Farmlands and/or Agricultural Districts
- P. Invasive Species
- Q. Visual Impacts
- R. Critical Environmental Areas
- S. Complete Streets
- T. Environmental Justice
- U. Natural Landmarks
- V. Coast Guard Bridge Permit

It is assumed that no detailed study or analysis will be required for any of these items, however, should such study or analysis be required it will be by **supplemental agreement** to the base scope of services herein.

4.06 Permits and Approvals

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

- Article 24 Freshwater Wetlands Permit
- Article 25 Tidal Wetlands Permit
- U.S. Army Corps of Engineers Section 10 Permit (Individual or Nationwide)
- U.S. Army Corps of Engineers Section 404 Permit (Individual or Nationwide)
- NYSDEC Section 401 Water Quality Certification
- NYSDEC State Pollution Discharge Elimination System (SPDES) Permit
- NYSDEC Article 15 Protection of Waters Permit

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

4.07 Public Hearing (Not Applicable)

Section 5 – Right-of-Way

5.01 Abstract Request Map and/or Title Search

RIGHT OF WAY INCIDENTALS

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

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

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

5.011 Review and Analysis of Right of Way Requirements

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

The review may include:

- Preliminary engineering design
- Preliminary right of way plans and acquisition maps
- Sponsor 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 Sponsor tax assessor's office. The ownership will be verified by obtaining and reviewing a copy of the last deed of record at the Sponsor 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 property acquisitions and obtain title insurance as required. The **Consultant** will submit the Title Certifications to the **Sponsor**.

- 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 **Sponsor** will acknowledge the receipt of each Title Certification and provide the **Consultant**, on a per parcel basis, a list of the property owners and other compensable property interests. The **Sponsor** will respond in writing within ten (10) days of receipt of each Title Certification.

5.02 Right of Way Survey

The **Consultant** will perform survey needed to accurately determine existing right-of-way limits and establish side property lines. The following tasks are included:

- Research and obtain deeds and other record information to establish reputed owners of properties in and adjacent to the project limits.

- Provide owner names, tax account numbers, and book/page of deed and house number for each property in the project limits.
- Determine the location of the existing highway boundary. Highway boundary will be incorporated into the base mapping. Any record plans that exist will be provided by the **Consultant**. In areas of potential acquisitions, both the highway boundary and the individual property lines will be determined accurately.
- All efforts will be made to recover property line markers and any permanent survey markers set by others.
- The **Consultant's** Surveyor will place ROW and easement lines on the plans, denoting the owner names, tax map numbers, and book/page of deed and list for each property on the ROW within the project limits.

5.03 Right of Way Mapping

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

The **Consultant** will prepare acquisition maps in accordance with the format provided by the **Sponsor** and **NYSDOT**.

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

The **Consultant** 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 Local Projects Manual.

5.05 Right of Way Cost Estimates

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

5.06 Public Hearings/Meetings

Assume not required

5.07 Property Appraisals

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

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

5.071 Preliminary Property Owner Interview

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

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

5.072 Real Property Appraisal Reports

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

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 **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 **Sponsor** with the highest approved appraised amount for each property rights acquisition.

5.09 Negotiations and Acquisition of Property

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

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

5.091 Just Compensation

The **Sponsor** will establish just compensation for each property rights acquisition. In no event shall the Just Compensation amount be less than the **Sponsor's** highest approved appraisal. Because time is of the essence, the **Sponsor** will provide the just compensation amounts in writing to the **Consultant** within 10 days of its receipt of the preliminary appraisal reviews from the **Consultant**.

5.092 Written Offer

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

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

5.093 Deliver Offer

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

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

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

The **Consultant** will maintain a detailed diary of each substantial contact with 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/Settlements

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

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

The **Sponsor** will provide a written response to the **Consultant** within 60 days of its receipt of the acquisition documents from the **Consultant**.

5.095 Revisions to Just Compensation

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

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

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

5.096 Administrative Settlements

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

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

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

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

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

5.097 Transfer of Title

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

- 5.0971 The **Consultant** will conduct necessary title curative work. For real property acquisitions valued at \$10,000 or less, the **Consultant** will clear only the possessory interest. For real property valued at greater than \$10,000, the **Consultant** will clear all interests in the property. Title curative work may include partial releases of mortgage, lien subordination agreements, and lien satisfactions.
- 5.0972 The **Consultant** will perform a calculation to prorate real property taxes for each fee and permanent easement acquisitions. The **Sponsor** will pay all tax prorations over \$25.00.
- 5.0973 The **Consultant** will prepare closing documents for each acquisition. The closing documents will include a closing statement, instrument, real estate transfer tax return, and real property transfer report.

- 5.0974 The **Consultant** will deliver the title instrument(s) to the title attorney subcontracted by the **Consultant** for review and approval.
- 5.0975 The **Consultant** will schedule and hold the closing. Because time is of the essence, the **Sponsor** will pay the just compensation at the time the property owner(s) signs all required closing documents. The transfer of title to the agency may also require the payment of incidental expenses by the owner, the **Sponsor**, or the **Consultant**. The **Sponsor** will pay appropriate reimbursable expenses to the property owner(s) and/or the **Consultant**.
- 5.0976 The **Consultant** will promptly file all deeds or conveyance documents in the County Clerk's Office.

5.098 Right of Way Certification

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

5.10 Relocation Assistance

No services required.

5.11 Property Management

No services required

Section 6 - Detailed Design

6.01 Advance Detail Plans (ADP)

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

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

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

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

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

6.02 Contract Documents

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

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

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

6.03 Cost Estimate

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

6.04 Utilities

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

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

6.05 Railroad (Not Applicable)

6.06 Bridge Inventory and Load Rating Forms (Not Applicable)

6.07 Information Transmittal

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

Section 7 - Advertisement, Bid Opening and Award

7.01 Advertisement

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

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

7.02 Bid Opening (Letting)

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

7.03 Award

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

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

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

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

Section 8 - Construction Support (By Supplemental Agreement)

Section 9 - Construction Inspection (By Supplemental Agreement)

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- | | |
|-----------|--|
| Section 1 | Estimate <u>4</u> meetings during the life of this agreement. |
| | Estimate <u>18</u> cost and progress reporting periods will occur during the life of this agreement. |
| Section 2 | Assume that GPS methods and equipment will be used to establish local control points. |
| | Estimate <u>0</u> accidents will require analysis. |
| | Estimate <u>0</u> capacity analyses will be required. |
| | Estimate <u>2</u> soil borings will be taken. |
| | Assume <u>2</u> stream sections will be required |
| Section 3 | Estimate <u>2</u> concepts will be evaluated for the site. |
| | Estimate <u>2</u> design alternative(s) will be analyzed in addition to the null alternative for the site. |
| | Estimate <u>1</u> cost estimate(s) plus <u>1</u> update will be required. |
| | Estimate <u>1</u> culvert will be replaced and <u>0</u> will be rehabilitated |
| Section 4 | Estimate <u>3</u> permits will be required. |
| | <ul style="list-style-type: none">o USACE Nationwide #3 for Maintenanceo NYSDEC Section 401 Water Quality Certification Permito NYSDEC Article 15 Protection of Waters |
| Section 5 | 5.011 Estimate <u>1</u> meeting(s) with the Sponsor. |
| | 5.0121 Estimate <u>0</u> temporary easement title searches |
| | 5.0122 Estimate <u>3</u> last owner title searches |
| | 5.0123 Estimate <u>0</u> twenty year title searches |
| | 5.0124 Estimate <u>0</u> full abstracts. |
| | 5.0131 Estimate <u>3</u> last owner title certifications. |
| | 5.0132 Estimate <u>0</u> twenty year title certifications. |

5.0133	Estimate <u>0</u> full abstract certifications.
5.03	Estimate <u>3</u> ROW Maps will be required.
5.05	Estimate <u>1</u> right of way cost estimate(s).
5.061	Estimate <u>0</u> public information meeting(s).
5.062	Estimate <u>0</u> EDPL public hearing(s).
5.071	Estimate <u>3</u> Preliminary Property Owner Interviews.
5.0721	Estimate <u>3</u> Limited Appraisal Reports.
5.0722	Estimate <u>0</u> Full Take Appraisal Reports.
5.0723	Estimate <u>0</u> Before & After (land only) Appraisal Reports.
5.0724	Estimate <u>0</u> Before & After Appraisal Reports.
5.0725	Estimate <u>0</u> properties requiring two independent appraisal reports.
5.08	Estimate <u>3</u> appraisal reviews.
5.091	Estimate <u>1</u> meeting with the Municipality
5.092	Estimate <u>3</u> offer packages
5.093	Estimate <u>3</u> negotiation contacts per property owner
5.095	Estimate <u>1</u> revisions to Just Compensation
5.096	Estimate <u>0</u> Administrative Settlements.
5.0971	Estimate <u>0</u> partial release(s) of mortgage
	Estimate <u>0</u> Lien subordination agreements.
	Estimate <u>0</u> Lien satisfactions.
	Estimate <u>1</u> miscellaneous title curative issues.
5.0972	Estimate <u>1</u> property tax proration calculations.
5.0973	Estimate <u>3</u> closing packages.
5.098	Estimate <u>1</u> right-of-way certificates.

Section 6	<p>Final Design will include but not be limited to:</p> <ul style="list-style-type: none">• Development of highway and bridge plans.• Structural rehabilitation design.• Highway design.• Preparation of right-of-way plans and acquisition maps.• Development and design for public utilities.• Maintenance and protection of traffic during construction.• Preparation and submission of final Plans, Specifications, and Estimate (PS&E) for the project. <p>Estimate <u>1</u> cost estimate(s) plus <u>1</u> update will be required.</p> <p>Estimate <u>1</u> culvert will be replaced and <u>0</u> will be rehabilitated.</p> <p>Estimate <u>3</u> utility companies and <u>0</u> railroad agencies will be affected.</p>
Section 7	<p>Estimate <u>2</u> copies of the final contract bid documents will be needed.</p> <p>Estimate advertisements will be placed in <u>2</u> publications in addition to the NYS Contract Reporter.</p>
Section 8	Not Applicable, By Supplemental Agreement

10.02 Technical Assumptions

1. Major Items of Work includes the replacement of the culvert carrying CR 14 (Crooked Street) over Lake Butterfield Inlet, improvement of hydraulic conditions by constructing a larger culvert, and limited highway approach work and stream bank construction to tie the new culvert in with the adjacent roadway and stream. An off-site detour is assumed for work zone traffic control.
2. The project will be progressed using English units.
3. Assume the proposed replacement structure will be a culvert with a span length less than 20 feet.
4. Assume culvert rehabilitation concept will NOT be evaluated.
5. Contract plans and cross-sections will be prepared at ½ size (11"x17"), per NYSDOT requirements.
6. Assume a hydraulic analysis utilizing HY-8 will be required.
7. Survey Assumptions are as follows:
 - a. A Survey Control Baseline will be established for the length of the Project. Control Points shall be capped re-rods (where possible). The survey

baseline will be established utilizing the NYSNET spatial reference network via static GPS methods. Baseline point tie sketches shall be provided.

- b. Two (2) benchmarks will be established outside the project limits. A differential level run will be completed through all survey and baseline points and benchmarks.
 - c. Horizontal Datum to be relative to the North American Datum of 1983, 2011 NAD83, East Zone.
 - d. Vertical Datum to be relative to the North American Vertical Datum of 1988.
 - e. Control tie sketches for each survey control point will be provided.
 - f. Underground utilities will be mapped based on survey, record information, and Dig Safe mark out.
 - g. A Digital Terrain Model (surface) will be prepared in InRoads format.
- 8. Available traffic counts will be supplied by the Sponsor to the Consultant and no machine traffic counts will be required by Consultant.
 - 9. It is assumed that all traffic will be maintained on an off-site detour.
 - 10. Assume wetland delineation will be required.
 - 11. Assume a 4(f)/106 evaluation and Historic American Engineer Record (HAER) will NOT be required for this project.
 - 12. Assume that SHPO will make a determination of no effect regarding impacts to historic properties.
 - 13. It is assumed that SEQRA will not result in a positive declaration (identification of a significant adverse environmental impact), and that an Environmental Impact Statement will not be required.
 - 14. The culvert site is not located within an archeologically sensitive area according to SHPO's CRIS system. The project will not impact previously undistributed land; therefore, it is assumed that a Phase IA/IB Cultural Resource Screening and Report will not be required.
 - 15. It is assumed that the preliminary hazardous waste assessment will not find conditions of materials that will require remediation or pose a significant threat to the health of the environment within the footprint of the projects. Phase II site characterization studies or subsurface investigations are not assumed to be necessary.
 - 16. Asbestos investigations will be limited to the culvert itself. It is assumed that no ACM's (asbestos containing materials) will be found on the culvert.
 - 17. It is assumed that tree clearing will be required and will be performed during

allowable seasonal cutting periods, if required due to potential presence of protected bat species.

18. It is assumed that less than 1.0 acre of ground disturbance will occur; therefore, a Stormwater Pollution Prevention Plan (SWPPP) will not be required.
19. Assume a Public Information Meeting or public hearing will not be required.
20. Assume 3 properties will separate and distinct owners will be impacted by the project.
21. Assume 3 ROW takings valued less than or equal to \$10,000.
22. Assume all recording fees will be waived by the County Clerk.
23. It is assumed that utility relocation agreements will be necessary for above ground utilities. Utility relocation, including utility poles, will be by utility owners and at their expense, if required. It is assumed that there will be no impacts to underground utilities as part of this project.
24. The development of a bar list will not be required
25. It is assumed that no special specifications will be required to be written. Further, if any special specification are deemed to be required, they will be reviewed for approval and adoption by NYSDOT prior to inclusion.
26. Assume construction inspection phase services will be added as a supplemental agreement.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michelle Granger, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warmt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Audra Hedden, County Administrator's Office

DEPARTMENT: Department of Public Works

DATE: 11/20/23

COMMITTEE: Public Works

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorize a contract with CHA Consulting, Inc. in the amount of \$417,000 for design and construction administration services associated with the rehabilitation of the CR 91 (Grooms Road) culvert over a Tributary to the Colonie Reservoir in the Town of Clifton Park.

3. Specific Details on what the resolution will authorize:

In October, the Board authorized the acceptance of BridgeNY funds in the amount of \$1,027,000 for the rehabilitation of the CR 91 (Grooms Road) culvert over a Tributary to the Colonie Reservoir in the Town of Clifton Park. The amount accepted included the professional services totaling \$417,000.

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted Yes

4. Is a Budget Amendment needed: ☐ YES or ☒ NO
If yes, budget lines and impact must be provided.
Any budget amendments must have equal and offsetting entries.

County Administrator's Office
Consulted

☐ Please see attachments for impacted budget lines.
(Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted H2023.50.100-7502
- b. Budget year impacted 2023-2025
- c. Details

6. Are there Amendments to the Compensation Schedule?

☐ YES or ☒ NO (If yes, provide details)

a. Is a new position being created? ☐ Y ☐ N

Effective date

Salary and grade

b. Is a new employee being hired? ☐ Y ☐ N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? ☐ Y ☐ N

Is this position currently vacant? ☐ Y ☐ N

Is this position in the current year compensation plan? ☐ Y ☐ N

Human Resources Consulted

7. Does this item require the awarding of a contract: ☒ Y ☐ N

a. Type of Solicitation **Professional Service**

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)
N/A

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? ☐ Y ☒ N ☐ N/A

d. Vendor information (including contact name):

CHA Consulting, Inc. (Joe Cimino)
3 Winners Circle, Suite 100
Albany, NY 12205

e. Is the vendor/contractor an LLC, PLLC, or partnership: **No**

f. State of vendor/contractor organization: **NY**

g. Commencement date of contract term: **upon contract execution**

h. Termination of contract date: **upon project completion**

i. Contract renewal date and term: **N/A**

k. Is this a renewal agreement: ☐ Y ☒ N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted
Yes

8. Is a grant being accepted: ☐ YES or ☒ NO

County Administrator's Office
Consulted

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

☐ Marked-up previous resolution

☐ No Markup, per consultation with County Attorney

☐ Information summary memo

☐ Copy of proposal or estimate

☐ Copy of grant award notification and information

☒ Other Draft resolution and proposed scope and fee

10. Remarks:



3/21/23

SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 82 - 2023

Introduced by Public Works: Supervisors Barrett, Edwards, Lawler, Murray, Schopf, Smith, and M. Veitch

AUTHORIZING AN ENGINEERING CONSULTANT AGREEMENT WITH CHA CONSULTING, INC. FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES RELATED TO THE REHABILITATION OF THE CR 91 (GROOMS ROAD) CULVERT OVER A TRIBUTARY TO THE COLONIEW RESERVOIR IN THE TOWN OF CLIFTON PARK

WHEREAS, pursuant to Resolution 265-2023, this Board of Supervisors approved the proposed project for CR 91 (Grooms Road), PIN 1762.69, in the Town of Clifton Park; and

WHEREAS, the County is authorized to contract with any of the consultants designated by the New York State Department of Transportation (NYSDOT) to provide services for locally administered federal and/or state-aided municipal highway, bridge, and related projects that require architectural/engineering/surveying services in NYSDOT Region 1; and

WHEREAS, the Saratoga County Department of Public Works has evaluated and ranked all firms on NYSDOT's Region 1 Local Design Service Agreement List, and has selected CHA Consulting, Inc. to provide design and construction administration services related to the CR 91 (Grooms Road) project in the Town of Clifton Park; and

WHEREAS, our Public Works Committee and the Commissioner of the County Department of Public Works have recommended that a contract for design and construction administration services related to the CR 91 (Grooms Road) project in the Town of Clifton Park be awarded to CHA Consulting, Inc at a cost not to exceed \$417,000; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute an agreement with CHA Consulting, Inc of Albany, New York for the provision of design and construction administration services related to the CR 91 (Grooms Road) project in the Town of Clifton Park, at a cost not to exceed \$417,000; and it is further

RESOLVED, that the form and content of such agreement shall be subject to the approval of the County Attorney; and it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact. Funds are included in the Department Budget.

Architectural/ Engineering Consultant Agreement

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

Saratoga County

(municipal corporation)

having its principal office at **3654 Galway Road; Ballston Spa, NY 12020** (the "**Municipality**")

and

CHA Consulting, Inc. with its office at **3 Winners Circle; Albany, NY 12205** (the "**Consultant**")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this agreement **CR 91 (Grooms Road) over Tributary to Colonie Reservoir** (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 **Chairman of the Board of Supervisors** 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;
- Attachment "C" - as applicable, Staffing Rates, Hours, Reimbursables and Fee.

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

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

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

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

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services, and expenses hereunder the Municipality shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based 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 more than 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 and Municipality's Representative.</p>
Item II	Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Agreement; all subject to audit.	All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.	

☐ **3.1 Cost Plus Fixed Fee Method**

ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS:
Item III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Municipality at the completion of the work or at the option of the Municipality.	Salvage value	
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 policies and guidelines now in effect of the Municipality, and FHWA.</p> <p>■For the purpose of this Agreement, an accounting period shall be the CONSULTANT's fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Municipality for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this Item.</p>	<p>■The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE and shall be a FAR compliant rate initially established at 134%, subject to audit.</p>	

☐ **3.1 Cost Plus Fixed Fee Method**

ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS:
Item V	<p>■Negotiated Lump Sum Fixed Fee.</p> <p>■Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity, or character of the work to be performed.</p>	<p>■A negotiated Lump Sum Fee which in this AGREEMENT shall equal \$28,900.</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 change in the scope, complexity, or character of the work to be performed.</p>	<p>Maximum Amount Payable under this Method shall be \$417,000.</p>	

ARTICLE 4. INSPECTION

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

ARTICLE 5. AUDITS

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

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

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

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

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

ARTICLE 6. FINAL PAYMENT

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

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

ARTICLE 7. EXTRA WORK

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

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

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

ARTICLE 8. CONSULTING LIABILITY

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

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

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

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

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

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

The CONSULTANT upon request from the Municipality shall furnish a certified copy of said policies to the Municipality.

ARTICLE 10. INTERCHANGE OF DATA

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

ARTICLE 11. RECORDS RETENTION

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

ARTICLE 12. DAMAGES AND DELAYS

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

ARTICLE 13. TERMINATION

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

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

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

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

payments due to him, her or them.

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

ARTICLE 15. CODE OF ETHICS

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

ARTICLE 16. INDEPENDENT CONTRACTOR

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

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

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

ARTICLE 18. TRANSFER OF AGREEMENT

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

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

ARTICLE 19. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States

Government and the State of New York and the Municipality a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/ SUBCONSULTANTS

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

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

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

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

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who

fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

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

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

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

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5©

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

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

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

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

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

ARTICLE 27. WAGE AND HOURS PROVISIONS

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

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

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

ARTICLE 29. SERVICE OF PROCESS

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

ARTICLE 30. MISCELLANEOUS

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

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

Reference: Sar Co Culvert 266.00

Municipality	Consultant
by: _____	by: _____
Date:	Date:

Saratoga County

STATE OF NEW YORK

ss:

COUNTY OF _____

On this _____ day of _____, 20 _____ 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 the _____, the entity described in and which executed the foregoing 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 Municipality.

Notary Public, _____ County, N.Y.

CHA Consulting, Inc.

STATE OF NEW YORK

ss:

COUNTY OF ALBANY

On this _____ day of _____, 20 _____ before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he resides in the County of _____, New York; that he is the _____ of CHA Consulting, Inc., which executed the foregoing instrument; that he is authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of Consultant.

Notary Public, _____ County, N.Y.

Attachment "A"

Project Description and Funding

Attachment A

Architectural/ Engineering Consultant Agreement Project Description and Funding

PIN: *TBD*

Term of Agreement Ends: December 31, 2026

COUNTY CULVERT: 266.00

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

Phase of Project Consultant to work on:

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

Dates or term of Consultant Performance:

Start Date: upon execution

Finish Date: upon completion

PROJECT DESCRIPTION:

**CR 91 (Grooms Road) over Tributary to Colonie Reservoir
Town of Clifton Park, NY**

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:

\$ 417,000.00

Attachment "B"

Task List (Scope of Services)

Task List (Scope of Services)

Section 1 - General

1.01 Project Description and Location

Project Name: CR 91 (Grooms Road) over Tributary to Colonie Reservoir

PIN: TBD

County Culvert: 266.00

Project Description: Preliminary & Final Design (Phases I-VI), ROW, and Construction Support/Inspection for Culvert Replacement

Project Limits: Varies – 100' each end of structure

Town: Clifton Park

County: Saratoga

Anticipated start date of preliminary design: November 2023

Anticipated letting date: December 2024

Anticipated construction completed date: November 2025

1.02 Project Manager

The **County's** Project Manager for this project is **Gregory N. Ball**, Deputy Commissioner of Public Works.

All correspondence to the **County** should be addressed to: 3654 Galway Road, Ballston Spa, NY 12020.

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

1.03 Project Classification

This project is assumed to be a Class II action under USDOT Regulations, [23 CFR 771](http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=d21c8e6f33a02787d9b788103bac7b9d&rgn=div5&view=text&node=23:1.0.1.8.43&idno=23)¹. 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 <http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=d21c8e6f33a02787d9b788103bac7b9d&rgn=div5&view=text&node=23:1.0.1.8.43&idno=23>

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*

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 Sections 1 thru 9.

1.05 Project Familiarization

The **County** will provide the **Consultant** with the following information, if available:

- Plans for future related transportation improvements or development in the project area
- Record as-built plans
- 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 review of project documents 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** monthly a Progress Report in a format approved by the **County**. The Progress Report must contain the [Cost Control Report](#).² 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 Procedures for Locally Administered Federal Aid Projects \(PLAFAP\) Manual](#)³ including the latest updates.
- If there are conflicts between local policies and procedures and those listed in the [PLAFAP](#) those listed in the [PLAFAP](#) take precedence.

1.09 Standards & Specifications

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

1.10 Subconsultants

The **Consultant** will be responsible for:

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

1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the *NYSDOT PLAFAP Manual*.

² <https://www.dot.ny.gov/plafap/view-document?id=1598>

³ <https://www.dot.ny.gov/plafap>

⁹ https://www.dot.ny.gov/portal/pls/portal/MEXIS_APP.EI_EB_DOC_DETAILS.show?p_arg_names=doc_id&p_arg_values=10618

Section 2 - Data Collection and Analysis

2.01 Design Survey

To be performed by Sub-Consultant, Control Point Associates, Inc.

- A. Ground Survey:
The **Consultant** will provide terrain data required for design by means of a topographic field survey.
- B. Photogrammetric Survey: - *Not in Contract*
- C. Stream Survey:
The **Consultant** will perform field surveys necessary to provide stream cross-sections for the hydraulic analysis.
- D. Survey of Wetland Boundaries:
The **Consultant** will perform the field survey necessary to accurately locate delineated wetland boundaries.
- E. Supplemental Survey:
The **Consultant** will provide supplemental surveys when needed for design purposes and to keep the survey and mapping current.
- F. Standards:
Survey will be done in accordance with the standards set forth in the [*NYS DOT Land Surveying Standards and Procedures Manual*](#)⁴.

2.02 Design Mapping

To be performed by Sub-Consultant, Control Point Associates, Inc.

The **Consultant** will provide the following design mapping:

- 1" = 20' scale mapping with 2-foot contour intervals.

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

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.

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

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.

2.05 Traffic Counts

The **Consultant** will provide traffic count data for existing conditions, growth factors for forecasting, and forecast data, in accordance with the requirements noted in the [NYS DOT Traffic Monitoring Standards for Contractual Agreements Manual⁵](#).

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.

2.06 Capacity Analysis

The **Consultant** will perform a conceptual capacity analysis using the latest version of the Transportation Research Board's *Highway Capacity Manual* at mainline and intersection locations within the project limit to determine:

- Existing level of service
- Design year level of service

2.07 Future Plans for Roadway and Coordination with Other Projects

The **County** will provide a brief written Statement specifying whether 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 necessary information pertaining to the other projects or developments

2.08 Soil Investigations

The **Consultant** 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.

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

2.09 Hydraulic Analysis

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

⁶ https://www.dot.ny.gov/divisions/engineering/structures/repository/manuals/brman_4th_edition

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 [*NYSDOT Project Development Manual*](#)⁷

The **County** will approve the selected project design criteria.

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, advantages, disadvantages, and problem areas of each.

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

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 [*NYSDOT Highway Design Manual*](#)⁸
- 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 stream flow, and estimating costs)
- Drainage
- Maintenance and protection of traffic during construction
- Soil and foundation considerations
- Utilities
- Right-of-way acquisition requirements
- Accessibility for pedestrians, bicyclists and the disabled

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, at a scale of 1"=20' horizontal and 1"=5' (maximum) vertical, 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 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 the preliminary design alternative.

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

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

3.04 Preparation of Draft Design Approval Document

For this project, the Design Approval Document (DAD) will be an IPP/FDR.

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 \(PDM\)*](#).⁹

The **Consultant** will submit an electronic file 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.

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

A. Public Information Meeting(s)

The **Consultant** will assist the **County** at one (1) public information meeting with at which the **Consultant** will provide visual aids and present a technical discussion.

The **County** will arrange for the location of public information meeting(s). The **Consultant** will assist the **County** with appropriate notification.

B. Public Hearing(s) - Not 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 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 public information meeting.

The **Consultant** will submit an electronic file 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 make the Final Environmental Determination.

The **County** will grant Design Approval.

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

Section 4 – Environmental

To be performed by Sub-Consultant, OSPA Engineering, Inc.

4.01 NEPA Classification - *Not in Contract*

4.02 SEQRA Classification

The **Consultant** will assist the **County** in complying with SEQRA (6 NYCRR Part 617). It is anticipated that the project will be a Type II Action and will require no further SEQRA processing. The Consultant will prepare a Short EAF to confirm this.

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 same to the County for attestation.

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 PLAFAP Manual, 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

- **State Wetlands**

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.

- **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 wetland 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.

- **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.

The **Consultant** will perform the Sampling for ACM's for submittal to an analytical laboratory.

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

- **Endangered and Threatened Species (ETS) Submission**
- **Project Submittal Package (PSP) Submission**

4.06 Permits and Approvals

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

- Article 24 Freshwater Wetlands Permit
- U.S. Army Corps of Engineers Section 404 Permit (Nationwide)

- NYSDEC Section 401 Water Quality Certification
- NYSDEC Article 15 Protection of Waters Permit
- OPRHP Determination or NYSDOT Finding for OPRHP

Section 5 - Right-of-Way

To be performed by Sub-Consultant, R.K. Hite & Co., Inc.
(See Below for ROW Scope)

Section 6 - Detailed Design

6.01 Preliminary Bridge Plans – *Not in Contract*

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 **90%** complete.

As part of this task the **Consultant** will prepare templated cross sections at 50 ft intervals.

Advance Detail Plans will be in accordance with [Chapter 21 of the NYSDOT Highway Design Manual](#).¹⁰

The **Consultant** will prepare and submit an electronic submission 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 Final Plans, Specifications, and Estimates

All work associated with the Engineer's Estimate is covered under Section 6.04.

- A. The **Consultant** shall compile and transmit the PS&E materials to the **County**. They shall adhere to content and format requirements set forth in Chapters 20 and 21 of the NYSDOT *Highway Design Manual*.
- B. After the PS&E transmittal and before the construction contract letting the **Consultant** shall make minor last-minute changes per **County** and other agency review. The **Consultant** shall keep a record copy of the PS&E as submitted to the **County** under Task 6.03 A and the last-minute changes.
- C. Immediately after the letting the **Consultant** shall assist the **County** in reviewing the proposal of the low bidder.

¹⁰ https://www.dot.ny.gov/divisions/engineering/design/dqab/hdm/hdm-repository/Chapt_21.pdf

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 PLAFAP Manual Appendix 10-8).

6.07 Bridge Inventory and Load Rating Forms - *Not in contract*

Section 7 - Advertisement, Bid Opening and Award

7.01 Advertisement

The **County** 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 assist the **County** with answering questions from prospective bidders.

7.02 Bid Opening (Letting)

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

7.03 Award

The **Consultant** will assist the **County** with analyzing the bid results.

Section 8 - Construction Support

8.01 Construction Support

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

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

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

Not reimbursable under this Section are:

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

Section 9 - Construction Inspection

9.01 Equipment

The **Contractor** will furnish office space and basic office furnishings for the **Consultant**, as part of the contract.

The **Consultant** 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 **Consultant** 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 **Consultant** must assume responsibility, as appropriate, for the administration of the contract including maintaining complete project records, processing payments, performing detailed inspection work and on-site field tests of all materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the project.

9.03 Municipal Project Manager

The **Project Manager** will be the **Municipal's** official representative on the contract and the **Consultant** must report to and be directly responsible to said Project Engineer.

9.04 Ethics

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

9.05 Staff Qualifications and Training

The **Consultant** must provide sufficient trained personnel to perform the requirements of this agreement adequately and competently. The **Consultant** will recommend inspectors to the **County** for approval prior to their assignment to the project. Resumes, proof of required certification and the proposed initial salary shall be furnished. The **County** may want to interview before approval and reserves the right to disapprove any application. The employment of all consultant personnel is conditional, subject to satisfactory performance, as determined by the **County**.

For all construction inspection agreements, it is mandatory that all technician personnel be identified by the National Institute for Certification in Engineering Technologies (NICET) certification levels in the staffing tables. In addition, all Transportation Engineering Technicians-Construction assigned to the project at and above level III, Engineering and Senior Engineering Technicians, must be certified by NICET. Transportation Engineering Technicians-Construction below level III assigned to the project must have successfully completed the General Work Element requirements and at least those Special Work Elements which apply to their specific project assignments at the level of their rating.

In lieu of the NICET certification requirements, the **County** may accept evidence that the person proposed for employment (1) has satisfactorily performed similar duties as a former NYS Department of Transportation (NYSDOT) employee or (2) has a combination of education and appropriate experience commensurate with the scope of the position in question.

Technicians employed by the **Consultant** that perform field inspection of Portland cement concrete shall possess a current certification from the American Concrete Institute (ACI) as a Concrete field-testing Technician-Grade 1, or have completed all of the following NICET work elements, which are equivalent to the ACI certification:

NICET LEVEL	NICET CODE	NICET WORK ELEMENT
I	82019	Sample Fresh Concrete
I	82020	Slump Test
II	84068	Air Content, Pressure
II	84069	Air Content, Gravimetric
II	84070	Air Content, Volumetric
II	84076	Field Prepared Test Specimens

Technicians employed by the **Consultant** who perform field inspection of geotechnical construction (earthwork), including, but not limited to embankment construction, subbase placement, structure and culvert backfill placement, and testing of earthwork items for in-place density and/or gradation, shall possess a current certification and/or proof of training from the following organization:

Northeast Transportation Technician Certification Program (NETTCP) Soils and Aggregate Inspector Certification. An alternative to the certification/training listed above would be proof of previous training (within the past 5 years) of the NYSDOT Earthwork Inspectors School, given by the Department's Geotechnical Engineering Bureau.

9.06 Scope of Services/Performance Requirements

A. Quality

The **Consultant** will monitor the Contractor's and the Subcontractor's performance of the contract for general conformance with the project plans and specifications and will identify in a timely manner to the **County** the local conditions, construction methods and other observations customarily reported on construction projects of this type.

B. Record Keeping & Payments to the Contractor

- 1) All records must be kept in accordance with the directions of the **County** and **must be consistent with the requirements of the [NYSDOT Manual of Uniform Recordkeeping \(MURK\)](#)**. The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract.
- 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 **Consultant** will bear the endorsement of the **Consultant**. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.

The **Consultant** will be responsible to review and approve all structural shop drawings. A complete, organized compilation of the approved shop drawings will be provided to the **Municipality** with the project files.

- 3) Unless otherwise modified by this agreement, the **County** will check, and when acceptable, approve all structural shop drawings.
- 4) The **Consultant** must submit the final estimate of the contract to the **County** within four (4) weeks after the date of acceptance of the contract. All 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/Work Zone Traffic Control

- 1) **Consultant's** inspection staff assigned to the project will be knowledgeable concerning those health and safety requirements applicable per **County** policy, procedures, and specifications to protect their personal safety. Jobsite health and safety shall be the sole responsibility of Contractor and its subcontractor(s).
- 2) The **Consultant** is responsible for monitoring that the Contractor's and Subcontractor's work zone traffic control is initially established in accordance with the contract plans. Thereafter it shall be the sole responsibility of Contractor and its subcontractor(s) to monitor and ensure that the appropriate work zone traffic control measures are properly performed and maintained continuously for the duration of the project.

D. Monitoring Equal Opportunity/Labor Requirements

- 1) The **Consultant** must assign to one individual the responsibility of requesting and collecting documentation from the Contractor demonstrating Contractor's adherence to Equal Opportunity and Labor requirements contained in the contract and, upon receipt, **Consultant** will forward such to the appropriate representative of the **County**. The **Consultant** is also to input required disadvantaged business enterprise (DBE) information into the NYSDOT maintained [Equitable Business Opportunities \(EBO\) database](#).

Technical Assumptions

2.04 Accident Data and Analysis

- CHA will obtain the most recent 3-years of accident data available from NYSDOT/County for the project study area. CHA will review and summarize the data. Assume up to 50 crash records will be reviewed. Accident clusters and patterns will be identified.
- No collision diagrams will be required.

2.05 Traffic Counts

- Bi-directional ATR volume and speed data will be collected at the Culvert.
- CHA will provide current, ETC and ETC+10 traffic volumes (AM and PM peak hour ADT and DHV) in a tabular format.
- Other site traffic for approved developments in the study area will be included in the background growth. The County will provide the traffic data for these approved developments.
- Traffic volumes will be forecasted by CHA based on historical volume trends for the study area. No travel demand modeling or trip generation for the proposed developments will be required.

2.06 Capacity Analysis

- Traffic analysis for the Grooms Road segment (CR91) over Tributary of Colonie Reservoir will be evaluated using HCS software.

2.08 Soil Investigations

- Four borings (two in the general location of each proposed abutment) will provide sufficient data for the design and construction of the project. Each boring will extend to a depth of 60 feet unless NYSDOT boring termination criteria is encountered prior to this depth.
- Assume excess soil cuttings may be disposed of on-site.
- Assume special drilling, sampling, handling, and disposal procedures will not be required for contaminated soils.

2.09 Hydraulic Analysis

- The existing structure carries County Route 91 (Grooms Road) over Stony Creek in the Town of Clifton Park, Saratoga County, New York. Based on a review of the FEMA Flood Insurance Study (FIS) for Saratoga County (August 1995), Stony Creek is not studied by detailed methods. As such, no flow or water surface elevation (WSE) data have been developed and FEMA has not established a regulated base (100-year) flood elevation in the vicinity of the existing structure.
- Based on a cursory review of the contributing watershed at the CR 91 crossing, the characteristics of the drainage basin will allow for the use of a regression analysis to develop design flows. As such, CHA proposes to utilize the U.S. Geological Survey (USGS) StreamStats Application, which was developed based on USGS Scientific Investigations Report 2006-5112 "Magnitude and Frequency of Floods in New York", to estimate flows. The computed flows will then be adjusted consistent with the guidance provided in the 2021 New York State Highway Design Manual to account for the potential impacts of climate change.
- Once the design discharges have been established, CHA will develop a one-dimensional steady-state hydraulic model using the most recent version of the U.S. Army Corps of Engineers (ACOE) HEC-RAS software. The HEC-RAS model will be used to compute the parameters needed to analyze the hydraulics of the structure, as well as to evaluate the potential impacts associated with the preferred replacement alternative. Based on a review of the stream channel in the vicinity of the crossing, it is anticipated that the model will extend approximately 200 feet upstream and 750 feet downstream of CR 91. The channel geometry will be created using survey sections developed in accordance with the guidelines established by the New York State DOT and supplemented by the 2022 Light Detection and Ranging (LiDAR) dataset for Saratoga County. While a normal depth downstream boundary condition will likely represent the most conservative velocity through the culvert, CHA will also evaluate the potential for a tailwater condition due to the proximity of the Colonie Reservoir downstream.
- The proposed culvert will be designed consistent with the guidance provided in Chapter 8 of the New York State Department of Transportation (NYSDOT) Highway Design Manual (June 2021), which references the ACOE minimum span requirements for Aquatic Organism Passage (AOP). For the purposes of this scope it is anticipated that the preferred alternative will maintain the existing vertical alignment and will maintain or increase the available hydraulic opening.

3.04 Preparation of Draft Design Approval Document

- Assume the Draft Design Approval Document will be an IPP/FDR

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

- Assume one (1) public information meeting.

4.02 SEQRA Classification

- Assume the project will result in issuance of a Negative Declaration under SEQRA. A Short Environmental Assessment Form will be completed to make the determination of significance.

4.04 Screenings and Preliminary Investigations

- Historic Resources: Assume will develop a project description, plan, and photographs of the project for the NYSDOT to transmit to NYSDOT for them to transmit to the State Historic Preservation Officer (SHPO). From this information, assume that SHPO will find that the project has “no effect on historic resources”, and no further evaluation or studies will be necessary for coordination with SHPO.
- NYSDEC SPDES: Assume that a NYSDEC State Pollution Discharge Elimination System (SPDES) Permit will not be required since the area of disturbance will be less than one acre.

4.05 Detailed Studies and Analyses

- Assume Section 106 PSP - A Phase 1A/1B is NOT required
- Asbestos – assume two (2) asbestos samples (1 material) will be taken.
- Lead paint – assume zero (0) lead paint samples will be taken.
- PCBs - assume one (1) caulk will be sampled for PCBs.
- A wetland delineation will be performed and a report prepared, if a jurisdictional determination is required it will be a preliminary jurisdictional determination.
- Mitigation Design will not be required.
- A take of endangered or threatened species will not occur.
- Any fees associated with public notification will be paid by the Town.
- Impacts will be less than 0.1 acres.
- Hazardous waste investigation is limited to a screening and review of other recent studies within the proposed project area. Sampling and testing is not included in this contract. Upon conclusion of the screening, if it is determined that sampling and testing is required, the effort will be accomplished by supplemental agreement.
- The site design will not be modified significantly once document preparation/permitting begins.

5.XX Right-of Way

- Assume three (3) properties will be impacted by the project, all less than \$10,000 in value:
 - Three (3) last owner title searches
 - Three (3) acquisition map reviews
 - Three (3) preliminary property owner interviews
 - Three (3) limited appraisal reports
 - Three (3) appraisal reviews
 - Two (2) right of way cost estimate
 - Three (3) offer packages
 - Three (3) negotiation contacts per property owner
 - One (1) revision to Just Compensation
 - One (1) miscellaneous title curative issue
 - Three (3) closing packages
 - One (1) right of way Certificate
- Assume all recording fees will be waived by the Saratoga County Clerk.

6.02 Advance Detail Plans

- Assume use of an off-site detour- utilizing Vischer Ferry Road, Englemore Road, and Moe Road.
- Assume no traffic analysis will be performed for the off-site detour
- Assume WZTC will be per NYSDOT Standard Sheets
- Assume that no construction sequencing, staging, or pedestrian accommodations will be necessary in the work zone
- Assume no closed drainage system required.
- Assume that the structure will be a precast concrete 4-sided box
 - Assume headwalls will be cast in place (designed by CHA)
 - Assume wingwalls will be precast on spread footings
- Assume design of temporary excavation support systems will not be required (temporary/permanent easements will be obtained)
- Assume bar lists will be required for headwalls only

6.05 Utilities

- Assume overhead electric/communications are present in the project area
- Assume that one (1) meeting will be held with private utility companies to review project

6.07 Bridge Inventory and Load Rating Forms

- It is assumed that ACOE AOP criteria will require the structure to be considered a bridge with a span greater than twenty feet and as such will tentatively be considered a bridge in the future that will require a load rating; however, assume that the contractor will provide any load rating that may be required as part of their design.
- Ultimately, the hydraulic analysis performed as part of this project will further inform the precise required span of the new culvert or bridge, and therefore its status and load rating requirement.

8.01 Construction Support

- Assume response to 10 RFIs
- Assume 4 submittals to be reviewed (2 submissions each)
- Assume 2 Field Change Sheets

Control Point Associates

Sub-Contractor Surveying Services



CONTRACT

October 9, 2023

VIA ELECTRONIC MAIL
jcimino@chacompanies.com

CHA, Inc.
3 Winners Circle
Albany, New York 12205

ATTENTION: Joseph Cimino, PE

RE: CR 91 (Grooms Road)
Town of Clifton Park
Saratoga County, New York
CPA Project #09-230350-00

Dear Joe:

It is a pleasure to present our Contract for Professional Land Surveying Services to be rendered in connection with the above referenced project. Our understanding of the work scope at the present time is to provide a Roadway, Topographic & Utility Survey for the above referenced site as shown on the attached Exhibit. It is also our understanding the survey will be utilized as a background document for design plans. At this time of the preparation of this Contract, we are unaware of any specific client, lender and/or city survey requirements and specifications.

More specifically identified within the work scope is the following:

Phase TS-0690: Roadway Topographic & Utility Survey (500 ± Linear Feet)

Prepare a Right of Way, Topographic, and Utility Survey of bridge site, carrying CR 91 (Grooms Road) over tributary to Colonie Reservoir, located in the Town of Clifton Park, Saratoga County, New York. The survey shall extend 250 feet each side of the bridge and 75 feet off centerline. Mapping shall show, but not be limited to pavement edges, pavement striping, shoulders, driveways, retaining walls, guiderails, above and below grade utilities, and Right of Way and adjoining parcel boundaries. Boundary and Right of Way lines shall be shown based on analysis of record research completed at the Saratoga County Clerk's Office, combined with evidence of occupation and monumentation located during the field survey. Spot elevations will also be obtained at a frequency sufficient to prepare an accurate Digital Terrain Model (DTM) and contours for the area.

Fourteen (14) cross sections and additional spot elevations shall be obtained to support Hydrology and Hydraulics (H&H) analysis. Section will be completed at the following location CL, USF, 25'U/S, 125'U/S, 225'U/S, 525'U/S, DSF, 25'D/S, 100'D/S, 200'D/S, 300'D/S, 400'D/S, 500'D/S and 1000'D/S. Also, three (3) NYSDOT Formal Acquisition Map shall be prepared for portion of an adjoining properties, to allow for construction.

Recoverable horizontal and vertical control will be established on site for use during subsequent phases of the project. The horizontal and vertical datums will be referenced to NAD 83 and NAVD 88 respectfully and established on site via GPS survey methods and techniques.

Project base mapping will be prepared, in NYSDOT MicroStation format, at a suitable scale and sheet size.

Fee for Phase TS-0690: \$9,975.00* APPROVED ()

***Fees above include adjustments for NYSDOL Prevailing wage and Supplemental Benefits**

PHASE TS-0671: Right of Way Mapping

This task will include our office generating four (4) New York State Department of Transportation (NYSDOT) format Right of Way maps. It is understood that CHA will provide the proposed right of way mapping as well as the proposed acquisition areas for each map. This information will be collectively analyzed and mapped with the existing data provided. Adjoining parcel lines and ownership information will be collected based on current County records.

Fee for Phase TS-0671: \$5,575.00 APPROVED ()

***Fees above include adjustments for NYSDOL Prevailing wage and Supplemental Benefits**

If during the course of field survey or map preparation an issue of concern arises, your office will be notified immediately to discuss resolution. If this issue requires additional field work or research time to clarify, an estimate to identify same will be provided to you at that time. Furthermore, it is assumed that access to the site in question will be coordinated directly by your office. This will be required to fulfill our surveying requirements and must be established 48 hours prior to scheduling of field crews.

Professional Land Surveying Services can be initiated approximately one (1) week after acceptance of this Contract and receipt of retainer, with our office **anticipating completion approximately three (3) weeks thereafter. If adverse weather conditions encumber the performance of field activities, the time frame will be adjusted accordingly.**

Please note that due to freedom of information and manpower restrictions, mapping information, when available, from the required agencies may not be received for up to eight (8) weeks from the date of request. We will revise the survey, if necessary, if said information is received after the survey has been provided.

Invoices will be submitted as specific portions of the work scope identified have been completed or in progress, with payment due and payable in accordance with the standard terms and conditions as established in the Master Service Agreement between CHA, Inc. and Control Point Associates Inc PC, dated November 10, 2022.

Items **NOT** included in this Contract are: adjoining parcel boundaries, private underground utility mark out, individual tree locations and identifications, wetland locations, detail stream/ditch/road cross sections, certified property owners list, revisions as requested by reviewing agencies, meeting attendance, title review, metes and bounds descriptions, surveyor's reports and certificates, return trips to the site to areas where access was previously denied, procuring police details and traffic safety equipment and/or personnel, reimbursable expenses or any other items not specifically outlined above.

This document will be valid for forty-five (45) days from the date of execution by Control Point Associates Inc PC. If not accepted by the Client within this time period, this document shall become null and void. Additionally, the Contract aspect will expire twelve (12) months from the date of Acceptance by the Client. Any work not completed within this time period will be the subject of a new Contract.

This Contract contains proprietary and confidential bid information of Control Point Associates Inc PC and shall not be used, disclosed or reproduced, in whole or in part, for any purpose other than to evaluate this Contract, without the prior written consent of Control Point Associates Inc PC.

If the terms and conditions of this Contract are acceptable to you, kindly indicate your acceptance by signing below and returning this document as soon as possible.

Should you have any questions pertaining to this matter or if I can provide any further assistance, please do not hesitate to contact me at your earliest convenience.

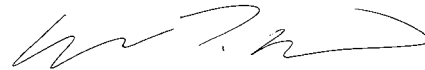
We at Control Point Associates Inc PC would like to thank you for this opportunity to present our Contract for Professional Land Surveying Services and look forward to continuing a successful relationship with CHA, Inc.

Very truly yours,

CONTROL POINT ASSOCIATES INC PC



Jody Lounsbury, PLS
Greater NY Regional Manager



William Whimple, PLS
Sr. Project Manager

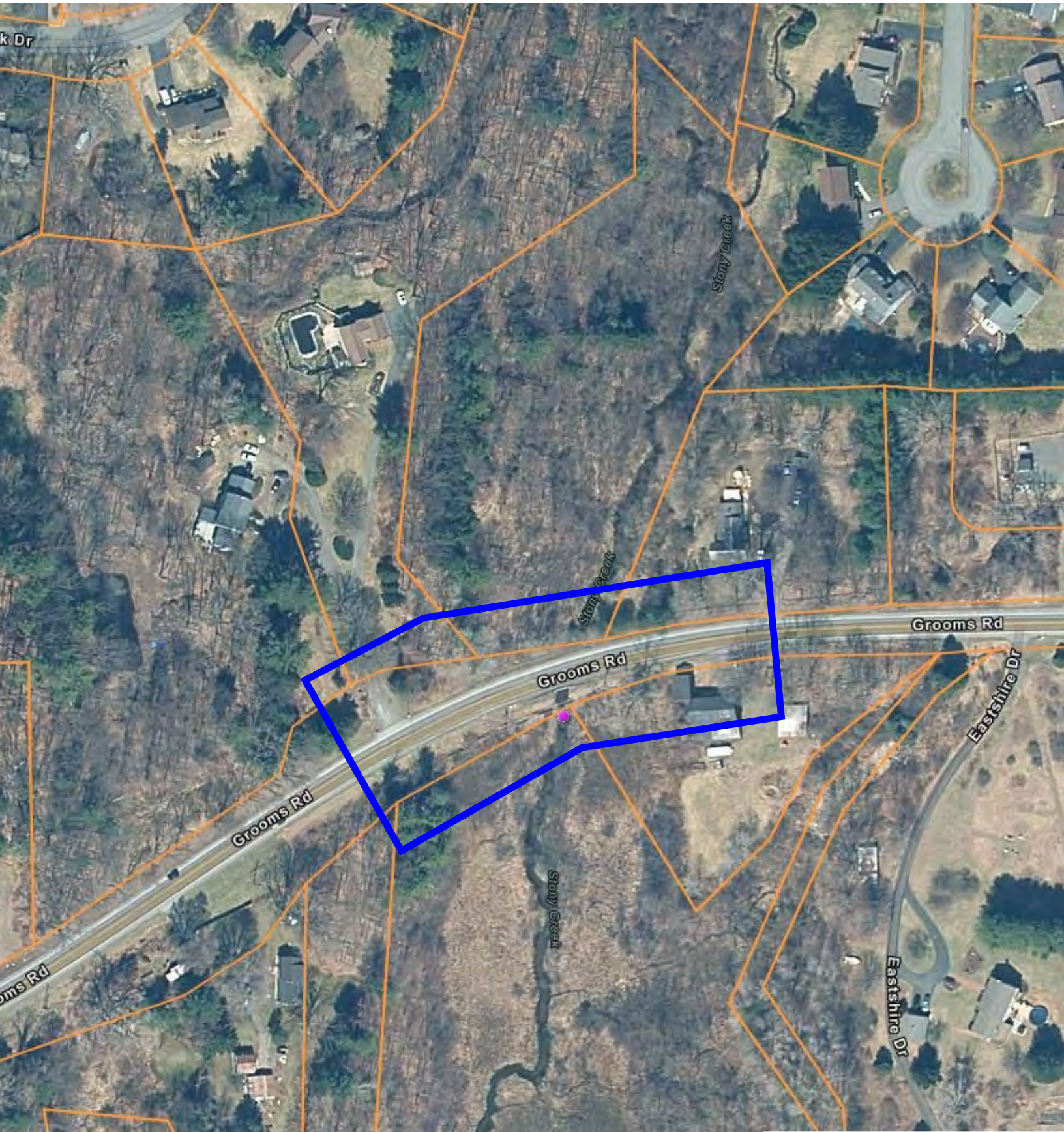
ACCEPTED BY:
CHA, INC.

By: _____
Joseph Cimino, PE

Date: _____

JL/la N:\Surveys\2023\09-230350-00-CHA-GroomsRd-CliftonPark-NY-JJL\CONTRACTS\ORIG\20221009-Cont-CHA-09-230350-00.docx

Reviewed By: _____
Approved By: _____



OSPA Engineering

Sub-Contractor Environmental Services

Exhibit B, Page
Salary Schedule

OSPA Engineering Services, P.C.
CR 91 (Grooms Road) over Tributary to Colonie Reservoir
Town of Clifton Park
Saratoga County, NY

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES PRESENT 7/1/2023	MAXIMUM HOURLY PROJECTED 1/1/2024	OVERTIME CATEGORY
Principal of Firm	IX (A)	\$72.50	\$84.00	A
Project Manager	VII (A)	\$72.50	\$84.00	A
Engineer II	II (N)	\$24.30	\$25.52	B
Technician III	III (N)	\$26.50	\$27.83	B
Technician II	II (N)	\$23.00	\$24.15	B

NOTES:

Hourly rates shall not exceed those shown above or the current NYSDOT Maximum Allowable, as described in the original agreement.

OVERTIME POLICY:

Category A - No overtime compensation.

Category B - Overtime compensated at straight time rate

Category C - Overtime compensated at straight time rate x 1.50

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

**Exhibit B, Page
Staffing Table**

OSPA Engineering Services, P.C.
CR 91 (Grooms Road) over Tributary to Colonie Reservoir
Town of Clifton Park
Saratoga County, NY

JOB TITLE	ASCE (A) OR NICET (N) GRADE	1.07	4.02	4.03	4.04	4.05	4.06	TOTAL HOURS	PROJECTED HOURLY RATE	DIRECT TECHNICAL LABOR
Principal of Firm	IX (A)	1						1	\$72.50	\$72.50
Project Manager	VII (A)	8	1	2	8	10	12	41	\$72.50	\$2,972.50
Engineer II	II (N)		10	10				20	\$24.30	\$486.00
Technician III	III (N)				10	35	8	53	\$26.50	\$1,404.50
Technician II	II (N)				30	46	35	111	\$23.00	\$2,553.00
								226		\$7,488.50

1.07	Billing and Progress Reporting
4.02	SEQRA
4.03	Smart Growth
4.04	Screenings and Preliminary Investigations
4.05	Detailed Studies and Analysis
4.06	Permits

Exhibit B, Page
Estimate of Direct Non-salary Cost

OSPA Engineering Services, P.C.
CR 91 (Grooms Road) over Tributary to Colonie Reservoir
Town of Clifton Park
Saratoga County, NY

1	EDR Reports	\$375.00
2	Asbestos Analysis	\$300.00
3	PCB Analysis	\$150.00
		\$825.00

Sub Total \$825.00

Total \$ 825.00

Exhibit B, Page
Summary

OSPA Engineering Services, P.C.
CR 91 (Grooms Road) over Tributary to Colonie Reservoir
Town of Clifton Park
Saratoga County, NY

Item IA, Direct Technical Salaries (estimated) Subject to audit	\$7,489
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimated)	\$0.00
Item IIA, Expendable Direct Non- Salary Cost (estimated) subject to audit	\$825
Item IIB, Nonexpendable Direct Non- Salary Cost (estimated) Subject to audit	\$0
Item III, Overhead (estimated 119% Combined) subject to audit	\$8,912
Item IV, Fixed Fee (negotiated)	\$1,700
Item IIC, Direct Non- salary Cost (estimated) subject to audit (Sub-Consultant Cost)	\$0
Total Estimated Cost	<hr/> \$18,926 =====

RK Hite & Co., Inc.

Sub-Contractor ROW Services

Section 5 – Right of Way

5.01 Abstract Request Map and/or Title Search

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 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

No services required.

5.03 Right of Way Mapping

The Consultant will review acquisition maps prepared by others.

5.04 INTENTIONALLY LEFT BLANK

5.05 Right of Way Cost Estimates

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

5.06 Public Hearings/Meetings

No services required.

5.07 Property Appraisals

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

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

5.071 Preliminary Property Owner Interview

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

- Delivery of notices of intent to acquire, if necessary
- Delivery of right of way acquisition brochures
- Explanation of right of way and construction plans

- Informing of right to accompany appraiser
- Determining the need for additional action regarding right of way boundaries, errors and omissions in plans and/or other documents
- Prepare Physical Inspection Report

5.072 Real Property Appraisal Reports

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

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 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

- o 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:

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

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

- o parties contacted
- o date and location of contact
- o offers made [dollar amounts]
- o counteroffers received
- o property owner's comments
- o 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:

- o Approval of negotiated settlements
- o 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

No services required.

5.11 Property Management

No services required.

Section 10 – Estimating & Technical Assumptions

Estimating Assumptions

The following assumptions have been made for estimating purposes:

Section 1

1.07 Estimate **8** cost and progress reporting periods will occur during the life of this agreement

Section 5

5.011 Estimate **1** meeting(s) with the Municipality.

5.0121 Estimate **0** temporary easement title search

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** right of way 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 meetings with the Municipality.
5.092	Estimate 3 offer packages.
5.093	Estimate 3 negotiation contacts per property owner.
5.095	Estimate 1 revision(s) to Just Compensation
5.096	Estimate 0 Administrative Settlements.
5.0971	Estimate 0 partial release(s) of mortgage.
	Estimate 0 Lien subordination agreements.
	Estimate 0 Lien satisfactions.
	Estimate 1 miscellaneous title curative issues.
5.0972	Estimate 3 property tax proration calculations.
5.0973	Estimate 3 closing packages.
5.098	Estimate 1 right of way certificates.

Technical Assumptions

- Assume 3 properties will be impacted by the project.
- Assume 3 acquisitions will be TE interests.
- Assume all acquisition will be valued less than or equal to \$10,000.
- Assume acquisition maps will be provided by others.

Exhibit B, Page 1
Specific Hourly Rate Schedule
September 30, 2023
R.K. Hite & Co., Inc.

Grooms Road (CR 91) Culvert over Stony
Project Title: Creek
PIN: 0.00
Town: Clifton Park
County: Saratoga

Job Title	Hourly Rates			Overtime Category
	Current	Projected (2024)	Maximum	
Principal	\$150.00	\$156.00	\$156.00	A
Project Manager	\$112.00	\$116.00	\$116.00	A
Appraisal Reviewer	\$105.00	\$109.00	\$109.00	B
Relocation Specialist	\$105.00	\$109.00	\$109.00	B
Field Coordinator	\$82.00	\$85.00	\$85.00	B
Property Rights Specialist	\$77.00	\$80.00	\$80.00	B
Title Specialist	\$73.00	\$76.00	\$76.00	B
Title Examiner	\$77.00	\$80.00	\$80.00	B
Data Manager	\$89.00	\$93.00	\$93.00	B
Data Technician	\$75.00	\$78.00	\$78.00	B
Secretary	\$44.00	\$46.00	\$46.00	B
Title Attorney	\$125.00	\$130.00	\$130.00	A
Appraiser	\$90.00	\$94.00	\$94.00	A
EDPL Attorney	\$250.00	\$260.00	\$260.00	A

NOTE:
Hourly rates shall not exceed those shown above.

OVERTIME POLICY

Category A: No overtime compensation.
Category B: Overtime compensated at straight time rate.

Project Title: Grooms Road (CR 91)
Culvert over Stony Creek
PIN: 0.00
Town: Clifton Park
County: Saratoga

STAFFING TABLE

R.K. HITE & CO., INC.

TASK	DESCRIPTION		JOB TITLE									TOTALS
			PRINCIPAL	PROJECT MANAGER	APPRAISAL REVIEWER	PROPERTY RIGHTS SPECIALIST	TITLE SPECIALIST	TITLE REVIEWER	DATA BASE MANAGER	DATA TECHNICIAN	SECRETARY	
GENERAL												
1.05	Project Familiarization		4.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00
1.07	Cost and Progress Reporting		0.00	4.00	0.00	0.00	0.00	0.00	0.00	4.00	4.00	12.00
	SUBTOTAL		4.00	8.00	0.00	0.00	0.00	0.00	0.00	4.00	4.00	20.00
INCIDENTAL PHASE												
5.01	Abstract Request Map and Title Search		0.00	20.25	0.00	18.00	30.00	3.00	0.00	21.00	20.25	112.50
5.02	Right of Way Survey		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.03	Right of Way Mapping		0.00	0.75	0.00	1.50	1.50	0.00	0.00	1.50	1.50	6.75
5.04	Right of Way Plan		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.05	Right of Way Cost Estimate		0.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00
5.06	Public Hearings/Meetings		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.07	Property Appraisals		0.00	2.25	0.00	18.00	0.00	0.00	0.00	6.00	5.25	834.00
5.08	Appraisal Reviews		0.00	0.75	18.00	0.00	0.00	0.00	0.00	1.50	1.50	21.75
5.10	Relocation Assistance (Incidental Phase)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	SUBTOTAL		0.00	28.00	18.00	37.50	31.50	3.00	0.00	30.00	28.50	176.50
ACQUISITION PHASE												
5.09	Negotiations & Property Acquisition		0.00	10.00	1.00	49.50	13.50	0.00	0.00	21.25	21.25	116.50
5.10	Relocation Assistance (Acquisition Phase)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	SUBTOTAL		0.00	10.00	1.00	49.50	13.50	0.00	0.00	21.25	21.25	116.50
TOTAL HOURS			4.00	46.00	19.00	87.00	45.00	3.00	0.00	55.25	53.75	313.00
PROJECTED HOURLY RATE			\$156.00	\$116.00	\$109.00	\$80.00	\$76.00	\$80.00	\$93.00	\$78.00	\$46.00	
LABOR COST			\$624.00	\$5,336.00	\$2,071.00	\$6,960.00	\$3,420.00	\$240.00	\$0.00	\$4,309.50	\$2,472.50	\$25,433.00

Project Title: Grooms Road (CR 91)
Culvert over Stony Creek

Direct Non-Salary

PIN: 0.00
Town: Clifton Park
County: Saratoga

R.K. HITE & CO., INC.

TASK	DESCRIPTION					TOTALS
			TITLE ATTORNEY	APPRAISER	Closing/EDPL ATTORNEY	
GENERAL						
1.05	Project Familiarization		0.00	0.00	0.00	0.00
1.07	Cost and Progress Reporting		0.00	0.00	0.00	0.00
	SUBTOTAL		0.00	0.00	0.00	0.00
INCIDENTAL PHASE						
5.01	Abstract Request Map and Title Search		6.00	0.00	0.00	6.00
5.02	Right of Way Survey		0.00	0.00	0.00	0.00
5.03	Right of Way Mapping		0.00	0.00	0.00	0.00
5.04	Right of Way Plan		0.00	0.00	0.00	0.00
5.05	Right of Way Cost Estimate		0.00	0.00	0.00	0.00
5.06	Public Hearings/Meetings		0.00	0.00	0.00	0.00
5.07	Property Appraisals		0.00	60.00	0.00	60.00
5.08	Appraisal Reviews		0.00	0.00	0.00	0.00
5.10	Relocation Assistance (Incidental Phase)		0.00	0.00	0.00	0.00
	SUBTOTAL		6.00	60.00	0.00	66.00
ACQUISITION PHASE						
5.09	Negotiations & Property Acquisition		0.50	0.00	1.50	2.00
5.10	Relocation Assistance (Acquisition Phase)		0.00	0.00	0.00	0.00
	SUBTOTAL		0.50	0.00	1.50	2.00
TOTAL HOURS			6.50	60.00	1.50	68.00
PROJECTED HOURLY RATE			\$130.00	\$94.00	\$260.00	
LABOR COST			\$845.00	\$5,640.00	\$390.00	\$6,875.00

EXHIBIT B, PAGE 3
Estimate of Direct Non-Salary Cost
R.K. Hite & Co., Inc.
September 30, 2023

Grooms Road (CR 91) Culvert over Stony
Project Title: Creek
PIN: 0.00
Town: Clifton Park
County: Saratoga

Travel, Lodging, Subsistence, Fees and Supplies

Per Diem 3 Nights @ \$ 184.00 /night \$552.00

Trips	Vehicle Type	No. Trips	Mile per Trip	Total Miles		
Incidental Phase						
To Site	Auto	2	458	916		
Local	Auto	3	30	90		
Acquisition Phase						
To Site	Auto	2	458	916		
Local	Auto	6	30	180		
				2102	@	\$0.655 <u>\$1,376.81</u>

\$1,928.81

Reproduction, Drawings & Reports \$103.50

Telephone \$13.00

Postage & Deliveries \$9.00

Supplies and Miscellaneous \$30.00

Recording Fees \$1,020.00

TOTAL DIRECT NON-SALARY COSTS

\$3,104.31

Project Title: Grooms Road (CR 91)
Culvert over Stony
Creek

PIN: 0.00
Town: Clifton Park
County: Saratoga

EXHIBIT B, PAGE 4
Summary
September 30, 2023
R.K. HITE & CO., INC.

	221 Incidental	222 Acquisition	TOTAL
ITEM 1A, (estimated - subject to audit)	\$15,519.00	\$9,914.00	\$25,433.00
ITEM 1B (estimated - subject to audit)			
Item II, Direct Non-Salary Cost (estimated - subject to audit)	\$1,137.43	\$1,966.88	\$3,104.31
Item II, Direct Non-Salary Cost (Sub-Contractor Cost) (estimated - subject to audit)			
Item III, Overhead (estimated - subject to audit)			
Item IV, Fixed Fee (negotiated)			
Item II, Direct Non-Salary Cost (Title/Attorney) (estimated -subject to audit)	\$780.00	\$65.00	\$845.00
Item II, Direct Non-Salary Cost (Closing/EDPL Attorney) (estimated -subject to audit)	\$0.00	\$390.00	\$390.00
Item II, Direct Non-Salary Cost (Appraiser) (estimated -subject to audit)	\$5,640.00	\$0.00	\$5,640.00
	\$23,076.43	\$12,335.88	<u>\$35,412.31</u>

Attachment "C"

CHA Staffing Rates, Hours, Reimbursables and Fee

Exhibit A, Page 1
Salary Schedule

Grooms Road (CR 91) over Tributary to Colonie Reservoir
Culvert 266.00

CHA Consulting, Inc.
October 2023

JOB TITLE	ASCE (A) or NICET (N) GRADE	AVERAGE HOURLY RATES	
		PRESENT	PROJECTED
		04/01/2023	11/1/2024
PRINCIPAL	IX (A)	\$ 198.72	\$ 90.00
MANAGING ENGINEER VIII	VIII (A)	\$ 97.10	\$ 90.00
SENIOR PRINCIPAL ENGINEER VII	VII (A)	\$ 107.87	\$ 90.00
PRINCIPAL ENGINEER VI	VI (A)	\$ 79.11	\$ 84.12
SENIOR ENGINEER V	V (A)	\$ 57.54	\$ 61.18
PROJECT ENGINEER IV	IV (A)	\$ 46.02	\$ 48.94
ASST PROJECT ENGINEER III	III (A)	\$ 39.80	\$ 42.32
ENGINEER II	II/I (A)	\$ 39.47	\$ 41.97
ENGINEER I	II/I (A)	\$ 35.20	\$ 37.43
PRIN ENGR DESIGNER/TECH	IV (N)	\$ 31.78	\$ 33.80
SR ENGR DESIGNER/TECH	III (N)	\$ 39.17	\$ 41.65
ENGINEERING DESIGNER II	II (N)	\$ 30.80	\$ 32.76
ENGINEERING INTERN	NA	\$ 23.33	\$ 24.81
TECHNICAL TYPIST	NA	\$ 31.69	\$ 33.70
SENIOR PRINCIPAL PLANNER VII	VII (A)	\$ 84.48	\$ 89.83
PRINCIPAL PLANNER VI	VI (A)	\$ 69.13	\$ 73.51
PLANNER III	III (A)	\$ 39.16	\$ 41.64
SENIOR PRINCIPAL SCIENTIST	VII (A)	\$ 85.10	\$ 90.00
SENIOR PRINCIPAL SCIENTIST	NA	\$ 95.97	\$ 90.00
PRINCIPAL SCIENTIST VI	VI (A)	\$ 68.80	\$ 73.15
SENIOR SCIENTIST V	V (A)	\$ 48.78	\$ 51.87
SCIENTIST IV	IV (A)	\$ 42.02	\$ 44.68
SCIENTIST III	III (A)	\$ 34.39	\$ 36.57
SCIENTIST II	II (A)	\$ 30.87	\$ 32.83
SR ENVIRONMENTAL TECHNICIAN	NA	\$ 28.49	\$ 30.29
PRINCIPAL LANDSCAPE ARCHITECT	VII (A)	\$ 73.31	\$ 77.95
SR LANDSCAPE ARCHITECT	V (A)	\$ 55.84	\$ 59.37
LANDSCAPE ARCHITECT IV	IV (A)	\$ 43.57	\$ 46.33
LANDSCAPE ARCHITECT II	II (A)	\$ 33.71	\$ 35.84
ARCHITECT	V (A)	\$ 50.47	\$ 53.67
SR. PROGRAMMER/ANALYST	NA	\$ 48.18	\$ 51.23
SENIOR GIS SPECIALIST	NA	\$ 37.46	\$ 39.83
GIS TECHNICIAN I	NA	\$ 25.70	\$ 27.32
SENIOR PROJECT MANAGER I	NA	\$ 73.20	\$ 77.84
PROJECT MANAGER III	NA	\$ 66.79	\$ 71.03
PROJECT MANAGER II	NA	\$ 58.60	\$ 62.31
PROJECT MANAGER I	NA	\$ 42.07	\$ 44.73
ASSISTANT PROJECT MANAGER	NA	\$ 33.05	\$ 35.15
RESIDENT ENGINEER II	III (N)	\$ 55.27	\$ 58.77
RESIDENT ENGINEER I	III (N)	\$ 46.43	\$ 49.37
CHIEF INSPECTOR	IV (N)	\$ 46.80	\$ 49.76
SENIOR INSPECTOR	III (N)	\$ 39.68	\$ 42.19
QA/QC ENGINEER	V (A)	\$ 55.30	\$ 58.81
TEAM LEADER	IV (A)	\$ 59.62	\$ 63.40
ASSISTANT TEAM LEADER	III (A)	\$ 49.67	\$ 52.82
ASSISTANT TEAM LEADER	III (N)	\$ 39.41	\$ 41.90
ASSISTANT TEAM LEADER TRAINEE	III (N)	\$ 27.50	\$ 29.24

Exhibit A, Page 2a
Staffing Table

Grooms Road (CR 91) over Tributary to Colonie Reservoir
Culvert 266.00

CHA Consulting, Inc.
October 2023

Tasks 1 thru 7
Design Services

JOB TITLE	ASCE (A) or NICET (N) GRADE	1.07	2.03	2.04	2.05	2.06	2.08	2.09	3.01	3.02	3.03	3.04	3.06	3.07	6.02	6.03	6.04	6.05	6.07	7.01	7.03	TOTAL HOURS	PROJECTED HOURLY RATE	AMOUNT
PRINCIPAL	IX (A)																					0	\$ 90.00	\$0.00
MANAGING ENGINEER VIII	VIII (A)																					0	\$ 90.00	\$0.00
SENIOR PRINCIPAL ENGINEER VII	VII (A)																					0	\$ 90.00	\$0.00
PRINCIPAL ENGINEER VI	VI (A)	40						20					2		8	8						78	\$ 84.12	\$6,561.38
SENIOR ENGINEER V	V (A)														20							20	\$ 61.18	\$1,223.70
PROJECT ENGINEER IV	IV (A)		6	4	4	4		60							88	20	30		4		4	224	\$ 48.94	\$10,962.40
ASST PROJECT ENGINEER III	III (A)		6	4	4	4		60								20	30		4		4	136	\$ 42.32	\$5,755.61
ENGINEER II	III (A)			16	12	16			8	20	16	40	24	20	90	40		16		2	8	328	\$ 41.97	\$13,766.74
ENGINEER I	III (A)		2				130										20					152	\$ 37.43	\$5,689.44
PRIN ENGR DESIGNER/TECH	IV (N)														80							80	\$ 33.80	\$2,703.76
SR ENGR DESIGNER/TECH	III (N)									20		12	24	4	60	32						152	\$ 41.65	\$6,331.03
ENGINEERING DESIGNER II	II (N)						8															8	\$ 32.76	\$262.04
ENGINEERING INTERN	NA																					0	\$ 24.81	\$0.00
TECHNICAL TYPIST	NA																					0	\$ 33.70	\$0.00
SENIOR PRINCIPAL PLANNER VII	VII (A)																					0	\$ 89.83	\$0.00
PRINCIPAL PLANNER VI	VI (A)																					0	\$ 73.51	\$0.00
PLANNER III	III (A)																					0	\$ 41.64	\$0.00
SENIOR PRINCIPAL SCIENTIST	VII (A)																					0	\$ 90.00	\$0.00
SENIOR PRINCIPAL SCIENTIST	NA																					0	\$ 90.00	\$0.00
PRINCIPAL SCIENTIST VI	VI (A)																					0	\$ 73.15	\$0.00
SENIOR SCIENTIST V	V (A)																					0	\$ 51.87	\$0.00
SCIENTIST IV	IV (A)																					0	\$ 44.68	\$0.00
SCIENTIST III	III (A)																					0	\$ 36.57	\$0.00
SCIENTIST II	II (A)																					0	\$ 32.83	\$0.00
SR ENVIRONMENTAL TECHNICIAN	NA																					0	\$ 30.29	\$0.00
PRINCIPAL LANDSCAPE ARCHITECT	VII (A)																					0	\$ 77.95	\$0.00
SR LANDSCAPE ARCHITECT	V (A)																					0	\$ 59.37	\$0.00
LANDSCAPE ARCHITECT IV	IV (A)																					0	\$ 46.33	\$0.00
LANDSCAPE ARCHITECT II	II (A)																					0	\$ 35.84	\$0.00
ARCHITECT	V (A)																					0	\$ 53.67	\$0.00
SR. PROGRAMMER/ANALYST	NA																					0	\$ 51.23	\$0.00
SENIOR GIS SPECIALIST	NA																					0	\$ 39.83	\$0.00
GIS TECHNICIAN I	NA																					0	\$ 27.32	\$0.00
SENIOR PROJECT MANAGER I	NA																					0	\$ 77.84	\$0.00
PROJECT MANAGER III	NA																					0	\$ 71.03	\$0.00
PROJECT MANAGER II	NA																					0	\$ 62.31	\$0.00
PROJECT MANAGER I	NA																					0	\$ 44.73	\$0.00
ASSISTANT PROJECT MANAGER	NA																					0	\$ 35.15	\$0.00
RESIDENT ENGINEER II	III (N)																					0	\$ 58.77	\$0.00
RESIDENT ENGINEER I	III (N)																					0	\$ 49.37	\$0.00
SENIOR INSPECTOR	III (N)																					0	\$ 42.19	\$0.00
QA/QC ENGINEER	V (A)																					0	\$ 58.81	\$0.00
TEAM LEADER	IV (A)																					0	\$ 63.40	\$0.00
ASSISTANT TEAM LEADER	III (A)																					0	\$ 52.82	\$0.00
ASSISTANT TEAM LEADER	III (N)																					0	\$ 41.90	\$0.00
ASSISTANT TEAM LEADER TRAINEE	III (N)																					0	\$ 29.24	\$0.00
		40	14	24	20	24	138	140	8	40	16	52	50	24	346	120	80	16	8	2	16	1178		\$53,256.11

Exhibit A, Page 2b

Staffing Table

Grooms Road (CR 91) over Tributary to Colonie Reservoir
Culvert 266.00

CHA Consulting, Inc.

October 2023

Task 8

Construction Support / Administrative Services

JOB TITLE	ASCE (A) OR NICET (N) GRADE EQUIV.	HRS Task 8.01	PROJ HOURLY RATE	DIRECT SALARY COST
SENIOR ENGINEER V	V (A)	110	\$ 61.18	\$ 6,730.33
PROJECT ENGINEER IV	IV (A)	216	\$ 48.94	\$ 10,570.88
ASST PROJECT ENGINEER III	III (A)	40	\$ 42.32	\$ 1,692.83
SR ENGR DESIGNER/TECH	III (N)	82	\$ 41.65	\$ 3,415.42
TOTALS		448		\$ 22,409.00

Notes:

Assume 22 weeks construction

- Pre-construction Meeting
- Setup of budget & materials in Appia
- Daily Entries
- Bi-weekly progress mtgs
- Shop Drawings & Submittal Reviews
- EBO/Payroll Reviews
- Post-construction/Final Walk Through
- Close Out Administration

Exhibit A, Page 2c

Staffing Table

Grooms Road (CR 91) over Tributary to Colonie Reservoir
Culvert 266.00

CHA Consulting, Inc.
October 2023

Task 9
Construction Inspection Services

JOB TITLE	ASCE (A) OR NICET (N) GRADE EQUIV.	2025									STRAIGHT PROJECTED HOURLY RATE	PREMIUM PROJECTED HOURLY RATE	PREMIUM DIRECT SALARY COST	STRAIGHT DIRECT SALARY COST
		TASK 9.XX								TOTAL				
		MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	HOURS				
RESIDENT ENGINEER II	III (N)	160	200	160	160	200				880	\$ 58.77			\$51,719.70
TOTAL TASK HOURS		160	200	160	160	200	0	0	0	880			\$0.00	\$51,719.70
	Weeks		4	4	5	4	4			21				

Assumptions:

- 1.) Assume 22 weeks of field construction.
- 2.) Assume No Overtime (Premium)

CHA TOTAL DIRECT SALARY COSTS (PREMIUM)

\$0

CHA TOTAL DIRECT SALARY COSTS (STRAIGHT)

\$51,720

Exhibit B, Page 1a
Direct Non-Salary Costs

Grooms Road (CR 91) over Tributary to Colonie Reservoir
Culvert 266.00

CHA Consulting, Inc.
October 2023

Tasks 1 thru 7
Design Services

I. CHA's Direct Non Salary Costs:

1. Travel - Vehicle Mileage

a. To and from project site											
Car	15	trips	x	25	miles / trip	x	\$0.655	/ mile	=	\$245.63	
b. To and from County Office											
	5	trips	x	55	miles / trip	x	\$0.655	/ mile	=	\$180.13	

TOTAL TRAVEL / LODGING/ SUSTINENCE = \$426

2. Mail including: postage, overnight deliveries, bulk mail (estimated) = \$200

3. Printing and Reproduction Costs (estimated)

11" x 17" Prints	1,000	prints	x	\$0.10	/ print	=	\$100.00
Project Manuals	10	each	x	\$20.00	/ report	=	\$200.00
Reports	10	each	x	\$20.00	/ report	=	\$200.00

TOTAL PRINTING AND REPRODUCTION COST = \$500

TOTAL CHA DIRECT NON-SALARY COSTS = \$1,126

II. SUBCONTRACTOR'S COSTS

1. Control Point Associates (Survey/Mapping)	\$15,550
2. Boring/Drilling Sub-Contractor (Estimated)	\$20,000
3. The Traffic Group (Traffic Counts - Estimated)	\$3,000

TOTAL SUBCONTRACTOR COSTS = \$35,550

III. SUBCONSULTANT'S COSTS

1. OSPA Engineering Services, PC (Environmental Services)	\$18,926
2. R.K. Hite Inc. (ROW Services)	
	Incidentals Phase = \$23,076
	Acquisitions Phase = \$12,336
	TOTAL (ROW soft costs) \$35,412

TOTAL SUBCONSULTANT COST = \$54,338

Exhibit B, Page 1b
Direct Non-Salary Costs

Grooms Road (CR 91) over Tributary to Colonie Reservoir
Culvert 266.00

CHA Consulting, Inc.
October 2023

Tasks 8 & 9
Construction Support & Administrative Services

1. Travel - Vehicle Mileage

a. Construction Engineering Manager									
Vehicle	10	trips	x	25	miles / trip	x	\$0.655	/ mile	= \$163.75
b. Project Site Inspection Mileage									
Resident Eng Mileage	22	weeks		160	miles / week	x	\$0.655	/ mile	= \$2,305.60
TOTAL TRAVEL									= \$2,469.35

2. Printing and Reproduction Costs (Estimated) = \$250.00

3. Computer Equipment and Supplies
c) Appia License (1 licenses) 5 months at \$1,800/year = \$750.00

TOTAL DIRECT NON-SALARY COSTS = \$3,469.35

4. Sub-Contract Testing Laboratory Services (Estimated)

Miscellaneous Testing									
a) Concrete Control Series (Slump & Air)	10	1/2 day tests @	\$	450	=	\$		4,500	
b) Proctors, Gradation & Comp.	8	1/2 day tests @	\$	450	=	\$		3,600	
c) Asphalt Testing	2	Full Day tests @	\$	950	=	\$		1,900	

SUB-TOTAL SUBCONTRACTOR COSTS = \$10,000.00

TOTAL SUBCONTRACT COSTS = \$10,000.00

Exhibit C, Page 1

Summary

Grooms Road (CR 91) over Tributary to Colonie Reservoir
Culvert 266.00

CHA Consulting, Inc.
October 2023

	<i>Design Services</i>	<i>Construction Support / Administrative & Inspection Services</i>	Total
Direct Technical Labor	\$53,256	\$74,129	\$127,385
Overtime, Premium Portion	\$0	\$0	\$0
Direct Non-Salary Costs (Estimated Subject to Audit)	\$1,126	\$3,469	\$4,595
Overhead (@134% for Office / @ 107% for Field)	\$71,130	\$85,102	\$156,232
Fixed Fee	\$12,600	\$16,300	\$28,900
Direct Non-Salary Costs (Subcontractor Cost) (Estimated Subject to Audit)	\$35,550	\$10,000	\$45,550
Direct Non-Salary Costs (Subconsultant Cost)	\$54,338	\$0	\$54,338
TOTAL ESTIMATED COST	\$228,000	\$189,000	\$417,000



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michelle Granger, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warmt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Audra Hedden, County Administrator's Office

DEPARTMENT: Department of Public Works

DATE: 11/28/23

COMMITTEE: Public Works

RE: Funding acceptance for Coons Crossing Road over Anthony Kill
Bridge Replacement project

1. Is a Resolution Required:

Yes, Grant Acceptance

2. Proposed Resolution Title:

Funding acceptance for pavement preservation project

3. Specific Details on what the resolution will authorize:

Resolution authorizing the implementation and funding in the first instance 100% of the federal-aid and State Marchiselli Program-aid eligible costs of a transportation federal aid project and appropriating funds therefore for Coons Crossing Road over Anthony Kill, BIN 2202750, PIN 1761.78, bridge replacement project in the Town of Halfmoon in the amount of \$11,540 for detailed design services.

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted ☒

4. Is a Budget Amendment needed: ☒ YES or ☐ NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted ☒

☐ Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
A-0599.B	App Fund Balance	\$577
D.50-3590	State Aid	\$1,731
D.50-4590	Federal Aid	\$9,232
D.50-5031	Transfer from General Fund	\$577


Expense

Account Number	Account Name	Amount
A.90.920-9900	Transfer to D Fund	\$577
D.50.510-8130	Architects/Engineers	\$11,540

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other
\$577	\$1,731	\$9,232	

5. Identify Budget Impact:

Other 

- a. G/L line impacted See above
- b. Budget year impacted 2023
- c. Details

The budget will be amended to accept these funds, authorize the related expenses, and decrease fund balance by \$577.

6. Are there Amendments to the Compensation Schedule?

☐ YES or ☒ NO (If yes, provide details)

a. Is a new position being created? ☐ Y ☐ N

Effective date

Salary and grade

b. Is a new employee being hired? ☐ Y ☐ N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? ☐ Y ☐ N

Is this position currently vacant? ☐ Y ☐ N

Is this position in the current year compensation plan? ☐ Y ☐ N

Human Resources Consulted ☐

7. Does this item require hiring a Vendors/Contractors: ☐ Y ☒ N

a. Were bids/proposals solicited: ☐ Y ☒ N

b. Type of Solicitation

c. Is the vendor/contractor a sole source: ☐ Y ☒ N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department? ☐ Y ☐ N ☒ N/A

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term:

h. Contact information:

i. Is the vendor/contractor an LLC, PLLC or partnership:

j. State of vendor/contractor organization:

k. Is this a renewal agreement: ☐ Y ☒ N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted ☐

8. Is a grant being accepted: ☒ YES or ☐ NO

County Administrator's Office
Consulted ☒

a. Source of grant funding:

Federal

b. Agency granting funds:

FHWA/NYSDOT

c. Amount of grant:

FHWA (\$9,232), NYSDOT (\$1,731)

d. Purpose grant will be used for:

pavement preservation project

e. Equipment and/or services being purchased with the grant:

Professional right-of-way services

f. Time period grant covers:

5 years

g. Amount of county matching funds:

\$577

h. Administrative fee to County:

9. Supporting Documentation:

- ☐ Marked-up previous resolution
- ☐ No Markup, per consultation with County Attorney
- ☐ Program information summary
- ☐ Copy of proposal or estimate
- ☐ Copy of grant award notification and information
- ☒ Other draft resolution

10. Remarks:

Precedent Resolutions: 273 of 2020 and 204 of 2023



BOARD OF SUPERVISORS

8/15/2023

RESOLUTION 204 - 2023

Introduced by Public Works: Supervisors Barrett, Edwards, Lawler, Murray, Schopf, Smith and M. Veitch

AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE OF 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS OF A TRANSPORTATION FEDERAL-AID PROJECT, AND APPROPRIATING FUNDS THEREFORE, AND AMENDING THE 2023 COUNTY BUDGET IN RELATION THERETO

WHEREAS, a Project BIN 2202750, Coons Crossing Road over Anthony Kill, Bridge Replacement, Town of Halfmoon, Saratoga County, PIN 1761.78 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, the County of Saratoga previously advanced this project with the adoption of Resolution 273 of 2020 by authorizing the acceptance of \$192,079 for Design and ROW Incidentals and the adoption of Resolution 204 of 2023 by authorizing the acceptance of \$10,690 for ROW acquisition; and

WHEREAS, the County of Saratoga desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of additional ROW Incidental and Acquisition services; and

WHEREAS, an amendment of the 2023 budget is needed to appropriate the necessary funding for the Project; and

NOW THEREFORE, the Saratoga County Board of Supervisors hereby approves the Project; and it is hereby further

RESOLVED, that the Saratoga County Board of Supervisors hereby authorizes the County of Saratoga to pay in the first instance 100% of the federal and nonfederal share of the costs of additional ROW Incidental and Acquisition services for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$11,540.00 is hereby appropriated from the County's Highway Fund and made available to cover the cost of the County's participation in additional ROW Incidental and Acquisition services of the Project; and it is further

RESOLVED, that in the event the full federal and nonfederal share costs of the Project exceeds the amount appropriated above, the Saratoga County Board of Supervisors shall convene as soon as possible to appropriate said excess amount immediately upon notification by the New York State Department of Transportation thereof; and it is further

RESOLVED, that the Chair of the Saratoga County Board of Supervisors be and is hereby authorized to execute all necessary agreements, certifications or reimbursement requests for federal aid and/or Marchiselli aid on behalf of the County of Saratoga with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible; and it is further

RESOLVED, that a certified copy of this resolution be filed with the Commissioner of the New York State Department of Transportation by attaching it to any necessary agreements in connection with the Project; and it is further

RESOLVED, that the 2023 County budget is amended as follows:

UNDER PUBLIC WORKS:

A Fund

Increase Appropriations:

A.90.920-9900.D – Transfer to D Fund	\$ 577
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Decrease Fund Balance:

A-0599.B – Appropriated Fund Balance Budgetary	\$ 577
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D Fund

Increase Revenues:

D.50-3590 – State Aid	\$ 1,731
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D.50-4590 – Federal Aid	\$ 9,232
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D.50-5031 – Transfer from General Fund	\$ 577
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Increase Appropriations:

D.50.510-8130 – Architects/Engineers	\$ 11,540
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; and it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: The budget will be amended to accept these funds, authorize the related expenses, and decrease fund balance by \$577.

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 1761.78

OSC Contract #: <u>D040249</u>	Contract Start Date: <u>2/1/2021</u> (mm/dd/yyyy) Contract End Date: <u>8/28/2028</u> (mm/dd/yyyy) <input type="checkbox"/> Check, if date changed from the last Schedule A
Purpose: <input type="checkbox"/> Original Standard Agreement <input checked="" type="checkbox"/> Supplemental Schedule A No. 3	
Agreement Type: <input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): County of Saratoga Other Municipality/Sponsor (if applicable): _____ <input type="checkbox"/> State Administered <i>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</i> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Municipality: _____ % of Cost share <input type="checkbox"/> Municipality: _____ % of Cost share <input type="checkbox"/> Municipality: _____ % of Cost share </div>	
Authorized Project Phase(s) to which this Schedule applies: <input type="checkbox"/> PE/Design <input checked="" type="checkbox"/> ROW Incidentals <input type="checkbox"/> ROW Acquisition <input type="checkbox"/> Construction/CI/CS	
Work Type: BR REPLACE	County (If different from Municipality): _____
(Check, if Project Description has changed from last Schedule A): <input type="checkbox"/> Project Description: BIN 2202750, Coons Crossing Road Over Anthony Kil,I Bridge Replacement, Town of Halfmoon, Saratoga County	
Marchiselli Eligible <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

A. Summary of Participating Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
1761.78.121	Current	STP (80%)	\$181,627.00	\$145,302.00	\$27,244.00	\$9,081.00	\$0.00
	Old		\$181,627.00	\$145,302.00	\$27,244.00	\$9,081.00	\$0.00
1761.78.221	Current		\$32,682.00	\$26,146.00	\$4,902.00	\$1634.00	\$0.00
	Old		\$21,142.00	\$16,914.00	\$3,171.00	\$1,057.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$214,309.00	\$171,448.00	\$32,146.00	\$10,715.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A PIN 1761.78

B. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$0.00
Total Local Deposit(s)	\$ 0.00

C. Total Project Costs <i>All totals will calculate automatically.</i>			
Total FEDERAL Cost	Total STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$171,448.00	\$32,146.00	\$10,715.00	\$214,309.00
		Total FEDERAL Cost	\$171,448.00
		Total STATE Cost	\$32,146.00
SFS TOTAL CONTRACT AMOUNT			\$203,594.00

D. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Josephine Carrasquillo</u> Phone No: <u>518-457-0817</u>
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See Agreement (or Supplemental Agreement Cover) for required contract signatures.

Footnotes (FN): (See [LPB's](#) SharePoint for link to sample footnotes)

- This SA#3 is for ROW Incidentals and ROW Acquisition phase of the project totaling \$ 11,540.00 and adds approved Marchiselli funds to ROW.
- This SA #2 is for Right of Way (ROW) Acquisition phase of the project totaling \$ 10,690.00 and adds approved 20/21 Marchiselli funds to ROW phase of the project.
- This SA #1 adds approved 20/21 Marchiselli funds to the Design and ROW phase of the project.
- This Master Agreement is for the Design and ROW Incidentals Phases of the project. Preliminary Design = \$106,257.00, Detailed Design (AC:ed) = \$75,370.00 and ROW Incidentals = \$10,452.00.
- Effective May 2015, per FHWA, we are only able to authorize preliminary design phases I-IV. The agreement however will be for I-VI. This allows for only one agreement and V and VI will be authorized with advanced construction funds. After Design approval and NEPA concurrence, we are able to ask for V and VI. IN SUMMATION: WE NOW HAVE TO GET FEDERAL AUTHORIZATION FOR DETAILED DESIGN SEPARATELY BEFORE INCURRING ANY COSTS. IF COSTS ARE INCURED THEY WILL NOT BE FEDERALLY ELIGIBLE.
- At this time the non-federal share of Project costs identified for federal aid funding in this agreement is to be provided entirely by the Municipality. No subsidy or reimbursement of any portion of that local match is provided by New York State's Marchiselli Program or this contract at this time. Furthermore, this Agreement does not assure that any Marchiselli aid for the Project or phase hereunder will be authorized or available in the future. If the Project (and the phase of work) is eligible for State aid under the Marchiselli Program, and such aid is duly requested by the Municipality, NYSDOT may (subject to budgetary requirements) submit an appropriate request for Marchiselli funding authorization by the Legislature. If Legislative authorization for such funding is received, NYSDOT and the Municipality may enter a supplemental agreement providing such Marchiselli aid. Only then would Marchiselli aid be available to the affected Project and phase.

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SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michelle Granger, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warmt, Director of Purchasing
Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Audra Hedden, County Administrator's Office

DEPARTMENT: Department of Public Works

DATE: 11/28/23

COMMITTEE: Public Works

1. Is a Resolution Required:

Yes, Contract Amendment

2. Proposed Resolution Title:

Authorizing an amendment to the consultant agreement with Creighton Manning Engineering, LLP for additional ROW Incidentals and Acquisition services related to the Coons Crossing over Anthony Kill project in the Town of Halfmoon

3. Specific Details on what the resolution will authorize:

Authorizing an amendment to the consultant agreement with Creighton Manning Engineering, LLP in the amount of \$11,540 for additional ROW Incidentals and Acquisition services related to the Coons Crossing over Anthony Kill project in the Town of Halfmoon

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted **Yes**

4. Is a Budget Amendment needed: ☐ YES or ☒ NO
If yes, budget lines and impact must be provided.
Any budget amendments must have equal and offsetting entries.

County Administrator's Office
Consulted

☐ Please see attachments for impacted budget lines.
(Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted D.50.510-8130
- b. Budget year impacted 2023
- c. Details

6. Are there Amendments to the Compensation Schedule?

☐ YES or ☒ NO (If yes, provide details)

a. Is a new position being created? ☐ Y ☐ N

Effective date

Salary and grade

b. Is a new employee being hired? ☐ Y ☐ N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? ☐ Y ☐ N

Is this position currently vacant? ☐ Y ☐ N

Is this position in the current year compensation plan? ☐ Y ☐ N

7. Does this item require the awarding of a contract: ☐ Y ☒ N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? ☐ Y ☐ N ☐ N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: ☐ Y ☐ N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

8. Is a grant being accepted: ☐ YES or ☒ NO

County Administrator's Office
Consulted

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

- ☐ Marked-up previous resolution
- ☐ No Markup, per consultation with County Attorney
- ☒ Information summary memo - SEE BELOW
- ☐ Copy of proposal or estimate
- ☐ Copy of grant award notification and information
- ☐ Other _____

10. Remarks:

1. Resolution 274 of 2019 - Board authorizes 2020 Capital Plan
2. Resolution 273 of 2020 - Board accepts project funding in the amount of \$192,079
3. DPW contracts with Creighton Manning Engineering (CME) in the amount of \$192,079 per Capital Plan
4. Resolution 204 of 2023 - Board accepts additional funding in the amount of \$10,690
5. DPW amends CME contract in the amount of \$10,690 (under 10% of original contract)
6. Resolution XXX-2023 - Board will consider acceptance of additional \$11,540 in funding
7. This resolution to amend CME's contract in the amount of \$11,540 for additional ROW Incidental and Acquisition Services for a total contract \$214,309