



Public Works Committee

Tuesday, May 7, 2024 3:30PM
40 McMaster Street, Ballston Spa, NY

Chair: Kevin Veitch

Members: Dave Ball, Eric Connolly, Diana Edwards, Jesse Fish,
Joe Grasso, Michele Madigan

Agenda

- I. Welcome and Attendance
- II. Approval of the minutes of the April 2, 2024 meeting

Chad Cooke, Public Works
- III. 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, CR 27-Bluebird Road in the Town of Moreau, appropriating funds therefore, and amending the 2024 County budget in relation thereto
- IV. Authorizing an amended engineering consultant agreement with Greenman Pedersen, Inc. for additional detailed design services related to the pavement preservation of CR 27-Bluebird Road in the Town of Moreau
- V. 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, CR 28-Glens Falls-Fort Edward Road in the Town of Moreau, appropriating funds therefore, and amending the 2024 County budget in relation thereto
- VI. Authorizing an amended engineering consultant agreement with Greenman Pedersen, Inc. for additional detailed design services related to the pavement preservation of CR 28-Glens Falls-Fort Edward Road in the Town of Moreau
- VII. Authorizing a contract with Clark Patterson Lee for professional services associated with the rehabilitation of the CR 1 (Stoney Creek Road) bridge over Wolf Creek in the Town of Hadley
- VIII. Authorizing a contract with DLC Electric, LLC for construction services associated with a crosswalk project at the intersection of Kingsley Road and Lake Hill Road in the Town of Ballston and amending the budget in relation thereto
- IX. Other Business
- X. Adjournment



SARATOGA COUNTY AGENDA ITEM REQUEST

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

CC: John Warnt, 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
Samantha Kupferman, County Attorney's Office

DEPARTMENT: Department of Public Works

DATE: 4/19/24

COMMITTEE: Public Works

1. Is a Resolution Required:

Yes, Grant Acceptance

2. Proposed Resolution Title:

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, CR 27-BLUEBIRD ROAD IN THE TOWN OF MOREAU, APPROPRIATING FUNDS THEREFORE, AND AMENDING THE 2024 COUNTY BUDGET IN RELATION THERETO

3. Specific Details on what the resolution will authorize:

Authorizing the acceptance of additional funding in the amount of \$18,689 for additional detailed design.

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 Yes

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

Revenue

Account Number	Account Name	Amount
H2023.50-3590	State Aid	\$2,803
H2023.50-4590	Federal Aid	\$14,951
H2023.50-5031	Transfer from General Fund	\$935

Expense

Account Number	Account Name	Amount
H2023.50.100-7098	Professional Services	\$18,689
A.90.920.9900-H2023	Transfer to 2023 Capital Plan	\$935

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

Decrease A-0599.B Appropriated Fund Balance-Budgetary

Amount: \$935

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

Other

a. G/L line impacted **Noted above**

b. Budget year impacted **2024**

c. Details

"The budget will be amended to accept these funds, authorize the related expenses, and decrease fund balance by \$935."

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

Purchasing Office Consulted

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:

8. Is a grant being accepted: YES or NO

a. Source of grant funding:

State

b. Agency granting funds:

FHWA (\$14,951), NYSDOT (\$2,803)

c. Amount of grant:

\$18,689

d. Purpose grant will be used for:

design services

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

N/A

f. Time period grant covers:

30 months

g. Amount of county matching funds:

\$935

h. Administrative fee to County:

N/A

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 Funding Schedule A

10. Remarks:



3/21/23

SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 81 - 2023

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

AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELL" PROGRAM-AID ELIGIBLE COSTS OF A TRANSPORTATION FEDERAL-AID PROJECT, CR 27-BLUEBIRD ROAD IN THE TOWN OF MOREAU, APPROPRIATING FUNDS THEREFORE, AND AMENDING THE 2024 COUNTY BUDGET IN RELATION THERETO

WHEREAS, the CR 27 (Bluebird Road), Town of Moreau, pavement rehabilitation project, Saratoga County PIN 1761.18, (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 desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of additional Detailed Design services;

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 approves the above-subject 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 non-federal share of the costs of additional Detailed Design services for the Project or portions thereof; and it is further

RESOLVED, the sum of \$58,854 was previously appropriated from the County's Highway Fund and made available to cover the cost of the County's participation in the Design services phase of the Project; and

RESOLVED, an additional sum of \$18,689 is hereby appropriated from the County's Highway Fund and made available to cover the cost of the County's participation in additional Detailed Design services of the Project; and

RESOLVED, that in the event the full federal and non-federal 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 New York State Commissioner of Transportation by attaching it to any necessary agreements in connection with the Project; and it is further

RESOLVED, that the 2024 County budget is amended as follows:

UNDER PUBLIC WORKS:

A Fund

Increase Appropriations:

A.90.920.9900-H2023	Transfer to 2023 Capital Plan	\$ 935
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Decrease Fund Balance

A-0599.B	Appropriated Fund Balance Budgetary	\$ 935
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H2023 Capital Fund:

Increase Revenue:

H2023.50-3590	State Aid	\$ 2,803
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H2023.50-4590	Federal Aid	\$ 14,951
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H2023.50-5031	Transfer from General Fund	\$ 935
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\$ 18,689

Increase Appropriations:

H2023.50.100-7098	Pro Serv for Capital Purposes	\$ 18,689
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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 \$935.

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
 NYSDOT/ State-Local Agreement - Schedule A for PIN 1762.18**

OSC Contract #: <u>D040833</u>	Contract Start Date: <u>2/28/2023</u> (mm/dd/yyyy) Contract End Date: <u>2/27/2033</u> (mm/dd/yyyy) <input type="checkbox"/> Check, if date changed from the last Schedule A
Purpose: <input checked="" type="checkbox"/> Original Standard Agreement <input type="checkbox"/> Supplemental Schedule A No.	
Agreement Type: <input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): Saratoga County 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> <input type="checkbox"/> Municipality: _____ % of Cost share <input type="checkbox"/> Municipality: _____ % of Cost share <input type="checkbox"/> Municipality: _____ % of Cost share	
Authorized Project Phase(s) to which this Schedule applies: <input checked="" type="checkbox"/> PE/Design <input type="checkbox"/> ROW Incidentals <input type="checkbox"/> ROW Acquisition <input type="checkbox"/> Construction/CI/CS	
Work Type: HWY RESURF	County (If different from Municipality): Saratoga County
<i>(Check, if Project Description has changed from last Schedule A):</i> <input type="checkbox"/>	
Project Description: Pavement Rehabilitation of County Route 27(Bluebird Road)Town of Moreau, 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)
1762.18.121	Current	Other (see FN)	\$77,542.00	\$62,034.00	\$11,631.00	\$3877.00	\$0.00
	Old	Other (see FN)	\$58,854.00	\$47,083.00	\$8,828.00	\$2,943.00	\$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:			\$77,542.00	\$62,034.00	\$11,631.00	\$3,877.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A PIN 1762.18

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
\$62,034.00	\$11,631.00	\$3,877.00	\$77,542.00
			Total FEDERAL Cost
			\$62,034.00
			Total STATE Cost
			\$11,631.00
SFS TOTAL CONTRACT AMOUNT			\$73,665.00

D. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Josephine Carrasquillo</u> Phone No: <u>518-242-5074</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#1 adds \$ 18,689.00 to the Detailed Design phase of this project. Adds approved Marchiselli funds.
-
- This Master Agreement is for the Design phase of the project. Preliminary Design = \$40,165.00, Detailed Design (AC:ed) =\$18,689.00=Total \$ 58,854.00. This Master adds approved Marchiselli Funds.
-
-
- •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.
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-
- At this time the non-federal share of Project Construction and Construction Inspection (CI) 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

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
George Conway, 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
Samantha Kupferman, County Attorney's Office

DEPARTMENT: Department of Public Works

DATE: 4/22/23

COMMITTEE: Public Works

1. Is a Resolution Required:

Yes, Contract Amendment

2. Proposed Resolution Title:

AUTHORIZING AN AMENDED ENGINEERING CONSULTANT AGREEMENT WITH GREENMAN PEDERSEN, INC. FOR ADDITIONAL DETAILED DESIGN SERVICES RELATED TO THE PAVEMENT PRESERVATION OF CR 27-BLUEBIRD ROAD IN THE TOWN OF MOREAU

3. Specific Details on what the resolution will authorize:

The amendment includes \$18,689 for additional detailed design services.

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 Yes

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

Revenue

Account Number	Account Name	Amount
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Expense

Account Number	Account Name	Amount
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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

- G/L line impacted H2023.50.100-7098
- Budget year impacted 2024
- 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

Purchasing Office Consulted

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

8. Is a grant being accepted: YES or NO

- 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 contract amendment form

10. Remarks:

Original contract with GPI was authorized by Resolution 82 of 2023.

Additional funding for this contract amendment is being accepted as part of the resolution preceding this resolution in May.



SARATOGA COUNTY CONSULTANT AGREEMENT AMENDMENT

Rev. (1/2/24)

PROJECT : County Route 27 (Bluebird Road) Pavement Preservation
Town of Moreau, Saratoga County
PIN 1762.18
CONSULTANT: **Greenman-Pedersen, Inc**
325 West Main Street
Babylon, NY 11702

Amendment Number: #1
Initiation Date: 4/22/2024
Consultants Project Number: GPI ALB-2300052.00
Contract For: Added Detailed Design and adds Marchiselli Funds
Contract Date: 3/21/23

You are directed to make the following amendment to the Consultant Agreement:

Supplemental Agreements for added Detailed Design and adds Marchiselli funds as per resolutions _____
in accordance with the revised Professional Services Fee Schedule attached.

Not Valid until signed by both the Owner and Consultant.
Signature of the Consultant indicates his agreement herewith, including any adjustment in the contract sum or contract time.

The original contract sum was:	\$ 58,854.00
Net change by previously authorized amendments:	\$ -
The contract sum prior to this amendment was:	\$ 58,854.00
The contract sum will be increased by this amendment amount:	\$ 18,689.00
The new contract sum including this amendment:	\$ 77,543.00
The contract time will be unchanged by:	Days

CONSULTANT:

Name
Address

By: _____
Name: _____
Title: _____
Date: _____

OWNER:

Saratoga County
40 McMaster Street
Ballston Spa, N.Y. 12020

By: _____
Philip C. Barrett, Chairman
Saratoga County Board of Supervisors
Pursuant to Resolution Number: _____
Date: _____

APPROVED AS TO FORM AND CONTENT:

George P. Conway, County Attorney

Notice – This document may not be modified without the permission of an authorized representative of Saratoga County

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYS DOT/ State-Local Agreement - Schedule A for PIN 1762.18

OSC Contract #: <u>D040833</u>	Contract Start Date: <u>2/28/2023</u> (mm/dd/yyyy) Contract End Date: <u>2/27/2033</u> (mm/dd/yyyy) <input type="checkbox"/> Check, if date changed from the last Schedule A
Purpose: <input checked="" type="checkbox"/> Original Standard Agreement <input type="checkbox"/> Supplemental Schedule A No.	
Agreement Type: <input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): Saratoga County 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> <input type="checkbox"/> Municipality: _____ % of Cost share <input type="checkbox"/> Municipality: _____ % of Cost share <input type="checkbox"/> Municipality: _____ % of Cost share	
Authorized Project Phase(s) to which this Schedule applies: <input checked="" type="checkbox"/> PE/Design <input type="checkbox"/> ROW Incidentals <input type="checkbox"/> ROW Acquisition <input type="checkbox"/> Construction/CI/CS	
Work Type: HWY RESURF	County (If different from Municipality): Saratoga County
<i>(Check, if Project Description has changed from last Schedule A):</i> <input type="checkbox"/>	
Project Description: Pavement Rehabilitation of County Route 27(Bluebird Road)Town of Moreau, 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)
1762.18.121	Current	Other (see FN)	\$77,542.00	\$62,034.00	\$11,631.00	\$3877.00	\$0.00
	Old	Other (see FN)	\$58,854.00	\$47,083.00	\$8,828.00	\$2,943.00	\$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:			\$77,542.00	\$62,034.00	\$11,631.00	\$3,877.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A PIN 1762.18

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
\$62,034.00	\$11,631.00	\$3,877.00	\$77,542.00
			Total FEDERAL Cost
			\$62,034.00
			Total STATE Cost
			\$11,631.00
SFS TOTAL CONTRACT AMOUNT			\$73,665.00

D. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Josephine Carrasquillo</u> Phone No: <u>518-242-5074</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#1 adds \$ 18,689.00 to the Detailed Design phase of this project. Adds approved Marchiselli funds.
-
- This Master Agreement is for the Design phase of the project. Preliminary Design = \$40,165.00, Detailed Design (AC:ed) =\$18,689.00=Total \$ 58,854.00. This Master adds approved Marchiselli Funds.
-
-
- •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 Construction and Construction Inspection (CI) 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

TO: Steve Bulger, County Administrator
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CC: John Warnt, Director of Purchasing
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Matt Rose, Management Analyst
Audra Hedden, County Administrator's Office
Samantha Kupferman, County Attorney's Office

DEPARTMENT: Department of Public Works

DATE: 4/19/24

COMMITTEE: Public Works

1. Is a Resolution Required:

Yes, Grant Acceptance

2. Proposed Resolution Title:

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, CR 28-GLENS FALLS-FORT EDWARD ROAD IN THE TOWN OF MOREAU, APPROPRIATING FUNDS THEREFORE, AND AMENDING THE 2024 COUNTY BUDGET IN RELATION THERETO

3. Specific Details on what the resolution will authorize:

Authorizing the acceptance of additional funding in the amount of \$13,514 for additional detailed design.

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 Yes

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

Revenue

Account Number	Account Name	Amount
H2023.50-3590	State Aid	\$2,027
H2023.50-4590	Federal Aid	\$10,811
H2023.50-5031	Transfer from General Fund	\$676

Expense

Account Number	Account Name	Amount
H2023.50.100-7098	Professional Services	\$13,514
A.90.920.9900-H2023	Transfer to 2023 Capital Plan	\$676

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

Decrease A-0599.B Appropriated Fund Balance-Budgetary

Amount: \$676

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

Other

- a. G/L line impacted **Noted above**
- b. Budget year impacted **2024**
- c. Details

The budget will be amended to accept these funds, authorize the related expenses, and decrease fund balance by \$676.

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

Purchasing Office Consulted

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

8. Is a grant being accepted: YES or NO

a. Source of grant funding:

State

b. Agency granting funds:

FHWA (\$10,811), NYSDOT (\$2,027)

c. Amount of grant:

\$13,514

d. Purpose grant will be used for:

design services

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

N/A

f. Time period grant covers:

30 months

g. Amount of county matching funds:

\$676

h. Administrative fee to County:

N/A

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 Funding Schedule A

10. Remarks:



3/21/23

SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 83 - 2023

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

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, CR 28-GLENS FALLS-FORT EDWARD ROAD IN THE TOWN OF MOREAU, APPROPRIATING FUNDS THEREFORE, AND AMENDING THE 2024 COUNTY BUDGET IN RELATION THERETO

WHEREAS, the CR 28 (Glens Falls-Fort Edward Road), Town of Moreau, pavement rehabilitation project, Saratoga County PIN 1762.17, (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 desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of additional Detailed Design services;

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 approves the above-subject 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 non-federal share of the costs of additional Detailed Design services for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$44,971 was previously appropriated from the County’s Highway Fund and made available to cover the cost of the County’s participation in the Design services phase of the Project; and it is further

RESOLVED, an additional sum of \$13,514 is hereby appropriated from the County’s Highway Fund and made available to cover the cost of the County’s participation in additional Detailed Design services of the Project; and

RESOLVED, that in the event the full federal and non-federal 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 New York State Commissioner of Transportation by attaching it to any necessary agreements in connection with the Project; and it is further

RESOLVED, that the 2024 County budget is amended as follows:

UNDER PUBLIC WORKS:

A Fund

Increase Appropriations:

A.90.920-9900-H2023	Transfer to 2023 Capital Plan	\$ 676
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Decrease Fund Balance

A-0599.B	Appropriated Fund Balance Budgetary	\$ 676
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H2023 Capital Fund:

Increase Revenue:

H2023.50-3590	State Aid	\$ 2,027
H2023.50-4590	Federal Aid	\$ 10,811
H2023.50-5031	Transfer from General Fund	\$ 676
		\$ 13,514

Increase Appropriations:

H2023.50.100-7098	Pro Serv for Capital Purposes	\$ 13,514
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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 \$676.

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYS DOT/ State-Local Agreement - Schedule A for PIN 1762.17

OSC Contract #: <u>D040832</u>	Contract Start Date: <u>2/28/2023</u> (mm/dd/yyyy) Contract End Date: <u>2/27/2033</u> (mm/dd/yyyy) <input type="checkbox"/> Check, if date changed from the last Schedule A
Purpose: <input checked="" type="checkbox"/> Original Standard Agreement <input type="checkbox"/> Supplemental Schedule A No.	
Agreement Type: <input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): Saratoga County Other Municipality/Sponsor (if applicable): <hr/> <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> <input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share	
Authorized Project Phase(s) to which this Schedule applies: <input checked="" type="checkbox"/> PE/Design <input type="checkbox"/> ROW Incidentals <input type="checkbox"/> ROW Acquisition <input type="checkbox"/> Construction/CI/CS	
Work Type: BR REPLACE	County (If different from Municipality): Saratoga County
<i>(Check, if Project Description has changed from last Schedule A):</i> <input type="checkbox"/>	
Project Description: 176217 - County Route 28 (Glens Falls-Fort Edward Road) Pavement Preservation, Town of Moreau, 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)
1762.18.121	Current	Other (see FN)	\$58,485.00	\$46,788.00	\$8,773.00	\$2924.00	\$0.00
	Old		\$44,971.00	\$35,976.00	\$6,746.00	\$2,249.00	\$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
. . .	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:			\$58,485.00	\$46,788.00	\$8,773.00	\$2,924.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A PIN 1762.17

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
\$46,788.00	\$8,773.00	\$2,924.00	\$58,485.00
			Total FEDERAL Cost
			\$46,788.00
			Total STATE Cost
			\$8,773.00
SFS TOTAL CONTRACT AMOUNT			\$55,561.00

D. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Josephine Carrasquillo</u> Phone No: <u>518-242-5074</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#1 adds \$ 13,514.00 to detailed design and approved Marchiselli Funds.
-
- This Master Agreement is for the Design phase of the project. Preliminary Design = \$31,457.00, Detailed Design (AC:ed) =\$13,514.00=Total \$ 44,971.00. This Master adds approved Marchiselli Funds.
-
- •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 Construction and Construction Inspection (CI) 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

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

CC: John Warnt, 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
Samantha Kupferman, County Attorney's Office

DEPARTMENT: Department of Public Works

DATE: 4/22/23

COMMITTEE: Public Works

1. Is a Resolution Required:

Yes, Contract Amendment

2. Proposed Resolution Title:

AUTHORIZING AN AMENDED ENGINEERING CONSULTANT AGREEMENT WITH GREENMAN PEDERSEN, INC. FOR ADDITIONAL DETAILED DESIGN SERVICES RELATED TO THE PAVEMENT PRESERVATION OF CR 28- GLENS FALLS-FORT EDWARD ROAD IN THE TOWN OF MOREAU

3. Specific Details on what the resolution will authorize:

The amendment includes \$13,514 for additional detailed design services.

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 Yes

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

Revenue

Account Number	Account Name	Amount
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Expense

Account Number	Account Name	Amount
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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

- G/L line impacted H2023.50.100-7098
- Budget year impacted 2024
- 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

Purchasing Office Consulted

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

8. Is a grant being accepted: YES or NO

- 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 contract amendment form

10. Remarks:

Original contract with GPI was authorized by Resolution 84 of 2023.

Additional funding for this contract amendment is being accepted as part of the resolution preceding this resolution in May.



SARATOGA COUNTY CONSULTANT AGREEMENT AMENDMENT

Rev. (1/2/24)

PROJECT : County Route 28 (Glens Falls - Fort Edward Road) Pavement Preservation
Town of Moreau, Saratoga County
PIN 1762.17
CONSULTANT: **Greenman-Pedersen, Inc**
325 West Main Street
Babylon, NY 11702

Amendment Number: #1
Initiation Date: 4/22/2024
Consultants Project Number: GPI ALB-2300051.00
Contract For: Added Detailed Design and adds Marchiselli Funds
Contract Date: 3/21/23

You are directed to make the following amendment to the Consultant Agreement:

Supplemental Agreements for added Detailed Design and adds Marchiselli funds as per resolutions _____ in accordance with the revised Professional Services Fee Schedule attached.

Not Valid until signed by both the Owner and Consultant.
Signature of the Consultant indicates his agreement herewith, including any adjustment in the contract sum or contract time.

The original contract sum was:	\$ 44,971.00
Net change by previously authorized amendments:	\$ -
The contract sum prior to this amendment was:	\$ 44,971.00
The contract sum will be increased by this amendment amount:	\$ 13,514.00
The new contract sum including this amendment:	\$ 58,485.00
The contract time will be unchanged by:	Days

CONSULTANT:

Name
Address

By: _____
Name: _____
Title: _____
Date: _____

OWNER:

Saratoga County
40 McMaster Street
Ballston Spa, N.Y. 12020

By: _____
Philip C. Barrett, Chairman
Saratoga County Board of Supervisors
Pursuant to Resolution Number: _____
Date: _____

APPROVED AS TO FORM AND CONTENT:

George P. Conway, County Attorney

Notice – This document may not be modified without the permission of an authorized representative of Saratoga County

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYS DOT/ State-Local Agreement - Schedule A for PIN 1762.17

OSC Contract #: <u>D040832</u>	Contract Start Date: <u>2/28/2023</u> (mm/dd/yyyy) Contract End Date: <u>2/27/2033</u> (mm/dd/yyyy) <input type="checkbox"/> Check, if date changed from the last Schedule A
Purpose:	<input checked="" type="checkbox"/> Original Standard Agreement <input type="checkbox"/> Supplemental Schedule A No.
Agreement Type:	<input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): Saratoga County Other Municipality/Sponsor (if applicable): <hr/> <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> <input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share
Authorized Project Phase(s) to which this Schedule applies:	<input checked="" type="checkbox"/> PE/Design <input type="checkbox"/> ROW Incidentals <input type="checkbox"/> ROW Acquisition <input type="checkbox"/> Construction/CI/CS
Work Type: BR REPLACE	County (If different from Municipality): Saratoga County
<i>(Check, if Project Description has changed from last Schedule A):</i> <input type="checkbox"/>	
Project Description: 176217 - County Route 28 (Glens Falls-Fort Edward Road) Pavement Preservation, Town of Moreau, 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)
1762.18.121	Current	Other (see FN)	\$58,485.00	\$46,788.00	\$8,773.00	\$2924.00	\$0.00
	Old		\$44,971.00	\$35,976.00	\$6,746.00	\$2,249.00	\$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
. . .	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:			\$58,485.00	\$46,788.00	\$8,773.00	\$2,924.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A PIN 1762.17

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
\$46,788.00	\$8,773.00	\$2,924.00	\$58,485.00
			Total FEDERAL Cost
			\$46,788.00
			Total STATE Cost
			\$8,773.00
SFS TOTAL CONTRACT AMOUNT			\$55,561.00

D. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Josephine Carrasquillo</u> Phone No: <u>518-242-5074</u>
--	--

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

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

- This SA#1 adds \$ 13,514.00 to detailed design and approved Marchiselli Funds.
-
- This Master Agreement is for the Design phase of the project. Preliminary Design = \$31,457.00, Detailed Design (AC:ed) =\$13,514.00=Total \$ 44,971.00. This Master adds approved Marchiselli Funds.
-
-
- •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 Construction and Construction Inspection (CI) 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

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
George Conway, 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
Samantha Kupferman, County Attorney's Office

DEPARTMENT: Department of Public Works

DATE: 4/19/24

COMMITTEE: Public Works

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorizing a contract with Clark Patterson Lee in the amount of \$310,185 for professional services associated with the rehabilitation of the CR 1 (Stoney Creek Road) bridge over Wolf Creek in the Town of Hadley.

3. Specific Details on what the resolution will authorize:

This resolution will authorize a contract for services related the implementation of funding for BridgeNY funds that the Board accepted as part of resolution 71 of 2024. No budget amendment necessary.

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 No

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

- G/L line impacted H2024.50.510-7098
- Budget year impacted 2024
- 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

Purchasing Office Consulted
Yes

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):

Clark Patterson Lee (Matt Smullen)
30 Century Hill Drive, Suite 104
Latham, NY 12110

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:

8. Is a grant being accepted: YES or NO

- 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 Scope, fee and draft resolution

10. Remarks:



BOARD OF SUPERVISORS

5/21/24

SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION **XX - 2024**

Introduced by Public Works: Supervisors K. Veitch, Ball, Connolly, Edwards, Fish, Grasso and Madigan

AUTHORIZING AN ENGINEERING CONSULTANT AGREEMENT WITH CLARK PATTERSON LEE FOR DESIGN SERVICES RELATED TO THE STONEY CREEK ROAD (CR 1) OVER WOLF CREEK BRIDGE REPLACEMENT PROJECT IN THE TOWN OF HADLEY

WHEREAS, pursuant to Resolution 71-2024, this Board of Supervisors approved the proposed bridge replacement project for CR 1 (Stoney Creek Road) over Wolf Creek, PIN 1762.87, in the Town of Hadley; 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 Clark Patterson Lee to provide preliminary design, detailed design and right-of-way incidental services related to the CR 1 (Stoney Creek Road) over Wolf Creek bridge replacement project in the Town of Hadley; and

WHEREAS, our Public Works Committee and the Commissioner of the County Department of Public Works have recommended that a contract for preliminary design and detailed design services related to the CR 1 (Stoney Creek Road) over Wolf Creek bridge replacement project in the Town of Hadley be awarded to Clark Patterson Lee at a cost not to exceed \$310,185; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute an agreement with Clark Patterson Lee of Latham, New York for the provision of preliminary design and detailed design services related to the CR 1 (Stoney Creek Road) over Wolf Creek bridge replacement project in the Town of Hadley, at a cost not to exceed \$310,185; and it is further



BOARD OF SUPERVISORS

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.

Attachment B – Scope of Services

**CR 1 (Stony Creek Rd) over Wolf Creek Bridge Replacement, Bridge NY
Town of Hadley, Saratoga County**

PIN 1762.87

CPL

Contents

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

Section 1 - General

1.01 Project Description and Location

Project Name: Replacement of the CR 1 (Stony Creek Road) Bridge over Wolf Creek

PIN: 1762.87

Project Description: Replacement of the CR 1 (Stony Creek Road) Bridge over Wolf Creek in the Town of Hadley, Saratoga County, New York. The existing structure consists of a steel multi-girder superstructure with a span length of 40 feet. The superstructure rests on stub concrete abutments, which are supported by steel sheet piling. The steel fascia beams and steel sheet piling show signs of deterioration, with widespread corrosion and section loss.

Project Limits: CR 1 (Stony Creek Road), approximately 3.4 miles north of the intersection of Stony Creek Road and CR 4 (Rockwell Street).

Sponsor: Saratoga County

County: Saratoga

1.02 Project Manager

The **Sponsor's** Project Manager for this project is Greg Ball, who can be reached at (518) 885-2235.

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

Greg Ball
Deputy Commissioner, 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

This project is assumed to be a Class II action under USDOT Regulations, 23 CFR 771¹.

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
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, 8, 9 and 10.

1.05 Project Familiarization

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

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

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

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **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*.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 **Sponsor**, this task will not be performed during the suspension period.)

For the duration of this contract, the **Consultant** will prepare the NYSDOT Locally Administered Federal Aid Project Sponsor's Reimbursement Request forms (FIN 426LL, 427LL, and 428LL) on behalf of 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)*³ including the latest updates.
- If there are conflicts between local policies and procedures and those listed in the *LPM* those listed in the *LPM* take precedence.]

1.09 **Standards & Specifications**

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

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*.

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 (Control Point Associates)

- A. Ground Survey
The **Consultant** will provide terrain data required for design by means of a topographic field survey.
- B. Photogrammetric Survey
(Intentionally Left Blank)
- C. Stream Survey
The Consultant will perform field surveys necessary to provide stream cross-sections for the hydraulic analysis of the stream.
The location and width of the sections will be sufficient to satisfactorily perform a hydraulic analysis of the stream.
- D. 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.
- 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 and in accordance with local standards described in Section 10 of the SOS.

2.02 Design Mapping (Control Point Associates)

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

- 1" = 20' scale mapping.

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.

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

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

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 *NYSDOT Traffic Monitoring Standards for Contractual Agreements Manual*⁵.

2.06 Capacity Analysis

(Intentionally Left Blank)

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 (Terracon Engineering)

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.

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.

2.10 Bridges to be rehabilitated

(Intentionally Left Blank)

2.11 Pavement Evaluation

(Intentionally Left Blank)

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

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 **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 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)

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

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

- Design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the *NYS DOT Highway Design Manual*.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). 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) 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 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

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

For this project, the Design Approval Document (DAD) will be a Design Report.

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 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 (3) copies of the Draft DAD to the **Sponsor** for review. The **Sponsor** will review the Draft DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Draft DAD to incorporate the comments.

3.05 Advisory Agency Review

The **Consultant** will provide the **Sponsor** with (3) copies of the signed Draft DAD for distribution to advisory agencies.

The **Sponsor** will distribute the Draft 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(s) and/or Public Hearing(s)

A Public Information Meeting(s)

The **Consultant** will assist the **Sponsor** at a maximum of (2) public information meeting(s) with advisory agencies, local officials, and citizens, at which the **Consultant** will provide visual aids and present a technical discussion of the alternatives.

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

B. Public Hearing(s)

(Intentionally Left Blank)

3.07 Preparation of Final Design Approval Document (DAD)

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

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

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

The **Consultant** will submit (3) copies 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 **Sponsor** will submit (3) copies of the Final DAD to NYSDOT for a Final Environmental Determination. NYSDOT will make the determination or obtain FHWA's determination. If necessary, NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review.

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

Section 4 – Environmental

4.01 NEPA Classification

The **Consultant** will verify the anticipated NEPA Classification.

If the project is assumed to be a Class II action, then the **Consultant** will complete the NEPA Checklist, and forward the completed checklist to the **Sponsor** for forwarding to NYSDOT (with the Final DAD) for a final NEPA determination. The NEPA Checklist need not be completed for projects assumed to be Class I or III actions.

The Lead Agency for NEPA is the Federal Highway Administration (FHWA).

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 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 LPM website.)

4.04 Screenings and Preliminary Investigations

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

- General Ecology and Endangered Species
- Ground Water
- Surface Water
- State Wetlands
- Federal Jurisdictional Wetlands
- Floodplains
- Coastal Zone Management
- Navigable Waterways
- Historic Resources
- Parks

- Hazardous Waste
- Asbestos
- Noise
- Air Quality
- Energy
- Farmlands
- Invasive Species
- Visual Impacts
- Critical Environmental Areas
- Smart Growth
- Environmental Justice

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

4.05 Detailed Studies and Analyses

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

Detailed study or analysis work will be performed and documented as detailed in the LPM, as well as in the PDM and the TEM. 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
- I. Parks - Section 4(f) and Section 6(f) Evaluations
- J. Hazardous Waste
- K. Asbestos
- L. Noise
- M. Air Quality
- N. Energy
- O. Farmlands
- P. Invasive Species
- Q. Visual Impacts
- R. Critical Environmental Areas
- S. Smart Growth
- T. Environmental Justice

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
- Article 25 Tidal Wetlands Permit
- FHWA Executive Order 11990 Wetlands Finding
- U.S. Coast Guard Section 9 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
- Safe Drinking Water Act Section 1424(e)
- Migratory Bird Treaty Act
- Coastal Zone Consistency
- Scenic, Wild and Recreational Rivers

4.07 Public Hearing

(Intentionally Left Blank)

Section 5 - Right-of-Way (R.K. Hite & Co. unless otherwise noted)

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 (Control Point Associates)

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

5.03 Right-of-Way Mapping (Control Point Associates)

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**.

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 (CPL)

The **Consultant** will prepare the Right-of-Way Plan(s) in accordance with the LPM.

5.05 Right of Way Cost Estimates

The Consultant will provide cost estimates for the right of way to be acquired by the 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
- Additional information the Consultant and/or the Municipality deems appropriate or required

5.093 Deliver Offer

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

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

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

The Consultant will maintain a detailed diary of each substantial contact with property owner(s). The diary will be signed and dated by the person responsible for the contact. The diary entries will be on a parcel by parcel basis:

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

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

- parties contacted
- date and location of contact
- offers made [dollar amounts]
- counteroffers received
- property owner's comments
- reason(s) settlement could not be reached

5.094 Purchase Agreements

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

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

Because time is of the essence, the Municipality will provide a written response to the Consultant within 10 days of its receipt of the acquisition documents from the Consultant.

5.095 Revisions to Just Compensation

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

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

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

5.096 Administrative Settlements

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

The Municipality will have final approval to authorize administrative settlements.

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

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

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

5.097 Transfer of Title

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

- 5.0971 The Consultant will conduct necessary title curative work. For real property acquisitions valued at \$10,000 or less, the Consultant will clear only the possessory interest. For real property valued at greater than \$10,000, the Consultant will clear all interests in the property. Title curative work may include partial releases of mortgage, lien subordination agreements, and lien satisfactions.
- 5.0972 The Consultant will perform a calculation to prorate real property taxes for each fee and permanent easement acquisitions. The Municipality will pay all tax prorations over \$25.00.
- 5.0973 The Consultant will prepare closing documents for each acquisition. The closing documents will include a closing statement, instrument, real estate transfer tax return, and real property transfer report.
- 5.0974 The Consultant will deliver the title instrument(s) to the title attorney subcontracted by the Consultant for review and approval.
- 5.0975 The Consultant will schedule and hold the closing. Because time is of the essence, the Municipality will pay the just compensation at the time the property owner(s) signs all required closing documents. The transfer of title to the agency may also require the payment of incidental expenses by the owner, the Municipality, or the Consultant. The Municipality will pay appropriate reimbursable expenses to the property owner(s) and/or the Consultant.
- 5.0976 The Consultant will promptly file all deeds or conveyance documents in the County Clerk's Office.

5.098 Right of Way Certification

The Consultant will prepare the Right of Way Certificate on forms prescribed by the New York State Department of Transportation. The Municipality will sign the Right of Way Certificate.

5.10 Relocation Assistance

No services required.

5.11 Property Management

No services required.

Section 6 - Detailed Design

6.01 Preliminary Bridge Plans

A. New and Replacement Bridges

The **Consultant** will prepare and submit to the **Sponsor** a Preliminary Bridge Plan in accordance with the *NYSDOT Bridge Manual*.¹⁰ For each bridge, the **Consultant** will prepare and submit to the **Sponsor** a Structure Justification Report. The format and content of the Structure Justification Report will be as outlined in the *NYSDOT Bridge Manual*.

B. Bridge Rehabilitations

For each bridge to be rehabilitated, the **Consultant** will prepare and submit to the **Sponsor** for review a Preliminary Bridge Rehabilitation Plan, which will be sufficiently developed to:

- Show basic concepts and major details (including all existing and proposed utilities).
- Acquaint affected parties with the project and project components.
- Serve as an instrument for initial approval.
- Provide a basis for the development of final plans.

The plan should indicate maintenance and protection of traffic provisions and be accompanied by a cost estimate.

C. Selected Structural Treatment

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

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

6.02 Advance Detail Plans (ADP)

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

As part of this task the **Consultant** will prepare templated cross sections at 20-foot intervals.

Advance Detail Plans will be in accordance with Chapter 21 of the NYSDOT Highway Design Manual.¹¹

The **Consultant** will prepare and submit (3) copies of the ADP's to the **Sponsor** for review. The **Consultant** will modify the design to reflect the review of the ADP package.

¹⁰ https://www.dot.ny.gov/divisions/engineering/structures/repository/manuals/brman-usc/2011_nysdot_Br_Man_repl_pgs.pdf

¹¹ https://www.dot.ny.gov/divisions/engineering/design/dgab/hdm/hdm-repository/Chapt_21.pdf

6.03 Contract Documents

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

- Instructions to bidders.
- Bid documents.
- Contract language, including applicable federal provisions and prevailing wage rates.
- Special notes.
- Specifications.
- Plans.
- A list of supplemental information available to bidders (i.e., subsurface exploration logs, 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 *LPM*.

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 **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 LPM Appendix 10-8).

6.06 Railroads

The **Consultant** will coordinate with affected railroads and will assist the **Sponsor** in preparing all necessary Railroad Agreements.

6.07 Bridge Inventory and Load Rating Forms

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

- Inventory Update forms, per the current NYSDOT Bridge Inventory Manual for Bridge Inventory and Inspection System, reflecting all proposed physical changes resulting from construction.
- Level 2 Load Rating Data Input forms, per NYSDOT User Manual for Structural Rating Program for Bridges and current NYSDOT guidance on the "Procedure for Inventorying, Inspecting, and Level 2 Load Rating, New, Replacement and Reconstructed or Rehabilitated Bridges".

6.08 Information Transmittal

Upon completion of the contract documents, the **Consultant** will transmit to the **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 **Sponsor** will hold the public bid opening.

7.03 Award

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

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

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 **Sponsor** 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 **Sponsor** 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 **Sponsor**, 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

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

9.04 Ethics

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

9.05 Health and Safety Requirements

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

9.06 Staff Qualifications and Training

The **Consultant** must provide sufficient trained personnel to adequately and competently perform the requirements of this agreement. The **Consultant** will recommend inspectors to the Sponsor for approval prior to their assignment to the project. Resumes, proof of required certification and the proposed initial salary shall be furnished. The Sponsor 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 Sponsor.

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 Sponsor 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

Inspectors designated as the responsible person in charge of work zone traffic control must have sufficient classroom training, or a combination of classroom training and experience, to develop needed knowledge and skills. Acceptable training should consist of a formal course presented by a recognized training program which includes at least two full days of classroom training. A minimum of two days classroom training is normally required, although one day of classroom training plus responsible experience may be considered. Recognized training providers include American Traffic Safety Services Association (ATSSA), National Safety Council (NSC), Federal Highway Administration's National Highway Institute (FHWA-NHI), and accredited colleges and universities with advanced degree programs in Civil/Transportation/Traffic Engineering. Former DOT employees may be considered on the basis of at least one day of formal classroom training combined with responsible M&PT experience.

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:

North East 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.

9.07 Scope of Services/Performance Requirements

A. Quality

The Consultant will enforce the specifications and identify in a timely manner to the **Sponsor** local conditions, methods of construction, errors on the plans or defects in

the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.

B. Record Keeping & Payments to the Contractor

- 1) All records must be kept in accordance with the directions of the **Sponsor and must be consistent with the requirements of the NYSDOT Manual of Uniform Recordkeeping (MURK)**.¹² 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 Sponsor should be returned to the Sponsor 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.
- 3) Unless otherwise modified by this agreement, the **Sponsor** will check, and when **acceptable**, approve all structural **shop drawings**.
- 4) The **Consultant** must submit the final estimate of the contract to the **Sponsor** within four (4) weeks after the date of acceptance of the contract. All **project records** must be cataloged, indexed, **packaged**, and delivered to the **Sponsor** within five (5) weeks after the date of the acceptance of the contract.

Health & Safety/Work Zone Traffic Control

- 1) The **Consultant** must ensure that all inspection staff assigned to the project are knowledgeable concerning the health and safety requirements of the contract per **Sponsor** policy, procedures and specifications and adhere to all standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety, and to ensure they are prepared to recognize and address any contractor oversight or disregard of project safety requirements.
- 2) The **Consultant** is responsible for monitoring the Contractor's and Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of the contract.

Monitoring Equal Opportunity/Labor Requirements

¹² <https://www.dot.ny.gov/main/business-center/contractors/construction-division/forms-manuals-computer-applications-general-information>

The **Consultant** must assign to one individual the responsibility of monitoring the Contractor's adherence to Equal Opportunity and Labor requirements contained in the contract. When monitoring the Contractor's Equal Opportunity and Labor compliance, the Consultant, will utilize the guidance contained in the contract, standard specifications and the **Sponsor's** policies. The Consultant is also to input required disadvantaged business enterprise (DBE) information into the NYSDOT maintained Equitable Business Opportunities (EBO) database¹³.

¹³ <https://www.dot.ny.gov/dotapp/ebo>

Section 10 - Estimating and Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- Section 1 Estimate **8** meetings during the life of this agreement.
- Estimate **24** 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.
- Survey Limits 500' east and west of the existing bridge; 150' bandwidth at the bridge and for a length of 150' along each approach; 75' bandwidth for remaining limit.
- Assume **13** cross sections for hydraulic analysis
- Assume **1** day for supplemental survey.
- Estimate **2** accidents will require analysis.
- Estimate **no** capacity analyses will be required.
- Estimate 4 soil borings will be taken.
- Section 3 Estimate **2** concepts will be evaluated.
- Estimate **2** design alternative(s) will be analyzed in addition to the null alternative.
- Estimate **2** cost estimate(s) plus **1** updates will be required.
- Section 4 Estimate **4** permits will be required.
- Section 5 Estimate **4** properties will require title searches.
- Estimate **4** ROW maps will be required.
- Estimate **4** property acquisitions will be required.
- Section 6 Estimate **1** cost estimate plus **1** updates will be required.
- Estimate **1** bridge will be replaced and **none** will be rehabilitated.
- Estimate **3** utility companies and **1** railroad agency will be affected.
- Section 7 Assume electronic copies of the final contract bid documents will be provided to prospective bidders.

Estimate advertisements will be placed in **2** publications in addition to the NYS Contract Reporter.

Section 8 Estimate 3 requests that require effort will be made during the construction phase of the project. Assumed level of effort for each request includes on-site field reconnaissance (4 hours), change analysis (2 hours), interpretation and clarification of concepts (2 hours), and field change sheets (2 hours engineering + 2 hours drafting).

Section 9 Construction Inspection will include but not be limited to:

- Providing on-site construction inspection and oversight to ensure the quality of construction and conformity with the final plans and specifications.
- Preparation of as-built plans.
- Project closeout.

Assume 1 full-time Resident Engineer (NICET Level IV or equivalent) for 24 weeks, with part-time support (2 days per week) from an inspector/office engineer.

10.02 Technical Assumptions

Section 1

Major items of work include:

- Bridge replacement
- Associated approach roadway work
- Work zone traffic control
- Right of Way incidentals and acquisition

Preliminary Project Schedule:

- Notice to Proceed November 2023
- Design Approval August 2024
- PS&E December 2024
- Letting February 2025
- Construction Completion September 2025

Section 2

2.04 Assume preparation of collision diagrams & associated summary sheets will not be necessary for accident analysis.

2.05 Assume that the traffic counts from recent bridge inspection reports and population growth data will be utilized to perform traffic counts and determine growth rates. Assume preparation of flow diagrams from traffic counts will not be necessary.

- 2.07 Assume that there are no present or future plans for roadway reconstruction, which will impact the design or construction of this project.
- 2.11 Assume Pavement Evaluation work will not be necessary.

Section 3

Assume the following alternatives will be considered:

- Null Alternative
- Rehabilitation Alternative
- Replacement Alternative (assumed preferred alternative)

Assume public involvement will be limited to public participation in (2) public informational meetings in addition to addressing comments received from those meetings. Assume no additional design alternatives will need to be considered as a result of public comments.

Section 4

Assume the bridge is not and will not be considered for the National Historical Register. **Consultant** involvement with SHPO will be limited to one request made to SHPO for determination of Historical Significance.

Cultural Resource screening will be reviewed by NYSDOT prior to submittal to appropriate agencies.

Assume the project will result in less than 1 acre of disturbance and a SPDES General Permit for Stormwater Discharges from Construction Activity (GP-0-15-002) will not be required. A stormwater analysis for post-construction quality or quantity controls will not be required.

Hazardous waste, lead and asbestos will not be identified during the screenings.

Assume that none of the evaluated alternatives will impact general ecology / endangered species, ground water, navigable waters, historic resources, parks, farmland, noise levels, air quality, energy use, or visual quality. Hazardous waste, lead and asbestos will not be identified during the screenings.

Section 5

Assume 4 separate properties with 4 separate and distinct owners will be impacted by the project.

Assume 4 acquisitions will be valued less than or equal to \$10,000.

Assume all recording fees will be waived by the Saratoga County Clerk.

Section 6

The **Sponsor** will provide contract language boiler plate for the contract documents. Federal funding language will be inserted to complement the **Sponsor's** standard contract language.

Section 7

Assume that low bidder verification will be limited to checking government web sites (OSHANYS Labor Dept, etc.) for fine history or prohibitions.

SALARY SCHEDULE

CPL

CR 1 (Stony Creek Road) over Wolf Creek Bridge Replacement
PIN 1762.87

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES		MAXIMUM HOURLY RATES		OVERTIME CATEGORY
		PRESENT (2023)	PROJECTED (2024)	2023	2024	
Office Staff						
Principal In Charge	VIII (A)	\$75.00	\$75.00	\$80.00	\$82.40	A
Associate Principal	VII (A)	65.00	\$65.00	70.00	\$72.10	A
Project Manager	VI (A)	60.00	\$60.00	65.00	\$66.95	A
Sr. Project Engineer	V (A)	55.00	\$55.00	60.00	\$61.80	A
Project Engineer	IV (A)	50.00	\$50.00	55.00	\$56.65	B
Project Engineer	III (A)	38.00	\$38.00	43.00	\$44.29	B
Project Engineer	I/II (A)	32.00	\$32.00	37.00	\$38.11	C
Cadd Technician	IV (N)	36.00	\$36.00	41.00	\$42.23	C
Technical Typist	NA	29.00	\$29.00	34.00	\$35.02	C
Field Staff						
Resident Engineer	IV (N)	60.00	\$60.00	65.00	\$66.95	C
Project Engineer	III (A)	38.00	\$38.00	43.00	\$44.29	C
Inspector	III (N)	32.00	\$32.00	36.00	\$37.08	C

NOTES:

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

OVERTIME POLICY

Overtime is reimbursable by the categories below only if the firm has a policy to pay overtime compensation.

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.

STAFFING TABLE

CPL

CR 1 (Stony Creek Road) over Wolf Creek Bridge Replacement
PIN 1762.87

JOB TITLE	ASCE (A) OR NICET (N) GRADE	T A S K S									TOTAL HOURS	PROJECTED HOURLY RATE	DIRECT TECHNICAL LABOR
		Sect. 1	Sect. 2	Sect. 3	Sect. 4	Sect. 5	Sect. 6	Sect. 7	Sect. 8	Sect. 9			
Office Staff	Office Staff												
Principal In Charge	VIII (A)	16	8	8	8	2	40	4	0	8	94	\$75.00	\$ 7,050.00
Associate Principal	VII (A)	0	0	0	0	0	16	0	0	0	16	\$65.00	\$ 1,040.00
Project Manager	VI (A)	40	40	80	40	4	160	40	2	20	426	\$60.00	\$ 25,560.00
Sr. Project Engineer	V (A)	0	0	0	0	0	40	0	0	0	40	\$55.00	\$ 2,200.00
Project Engineer	IV (A)	20	20	0	0	8	200	0	0	0	248	\$50.00	\$ 12,400.00
Project Engineer	III (A)	0	40	120	80	0	160	80	24	0	504	\$38.00	\$ 19,152.00
Project Engineer	I/II (A)	4	32	80	40	0	160	24	0	0	340	\$32.00	\$ 10,880.00
Cadd Technician	IV (N)	0	16	80	20	16	120	0	0	0	252	\$36.00	\$ 9,072.00
Technical Typist	NA	0	0	4	0	0	8	12	0	4	28	\$29.00	\$ 812.00
Field Staff													
Resident Engineer	IV (N)									960	960	\$60.00	\$ 57,600.00
Project Engineer	III (A)									200	200	\$38.00	\$ 7,600.00
Inspector	III (N)									240	240	\$32.00	\$ 7,680.00
TASK TOTAL		80	156	372	188	30	904	160	26	1432	3348		\$ 161,046.00

JOB TITLE	ASCE (A) OR NICET (N) GRADE	DESIGN & CONSTRUCTION PHASES			DIRECT TECHNICAL LABOR PRELIMINARY DESIGN	DIRECT TECHNICAL LABOR DETAILED DESIGN	DIRECT TECHNICAL LABOR CONSTRUCTION PHASE
		Preliminary Design Sect. 1, 2, 3 & 4	Detailed Design Sect. 5, 6 & 7	Construction Phase Sect. 8 & 9			
Office Staff	Office Staff						
Principal In Charge	VIII (A)	40	46	8	\$ 3,000.00	\$ 3,450.00	\$ 600.00
Associate Principal	VII (A)	0	16	0	\$ -	\$ 1,040.00	\$ -
Project Manager	VI (A)	200	204	22	\$ 12,000.00	\$ 12,240.00	\$ 1,320.00
Sr. Project Engineer	V (A)	0	40	0	\$ -	\$ 2,200.00	\$ -
Project Engineer	IV (A)	40	208	0	\$ 2,000.00	\$ 10,400.00	\$ -
Project Engineer	III (A)	240	240	24	\$ 9,120.00	\$ 9,120.00	\$ 912.00
Project Engineer	I/II (A)	156	184	0	\$ 4,992.00	\$ 5,888.00	\$ -
Cadd Technician	IV (N)	116	136	0	\$ 4,176.00	\$ 4,896.00	\$ -
Technical Typist	NA	4	20	4	\$ 116.00	\$ 580.00	\$ 116.00
Field Staff							
Resident Engineer	IV (N)	0	0	960	\$ -	\$ -	\$ 57,600.00
Project Engineer	III (A)	0	0	200	\$ -	\$ -	\$ 7,600.00
Inspector	III (N)	0	0	240	\$ -	\$ -	\$ 7,680.00
PHASE SUBTOTAL		796	1094	1458	\$ 35,404.00	\$ 49,814.00	\$ 75,828.00
PROJECT TOTAL		3348			\$161,046.00		

ESTIMATE OF DIRECT NON-SALARY COSTS

CPL

CR 1 (Stony Creek Road) over Wolf Creek Bridge Replacement
PIN 1762.87

Design Phase Direct Non-Salary Costs

Mileage - Travel to	trips	miles per					
Saratoga County DPW	4	40	miles/trip	160			
Project Site	2	60	miles/trip	120			
			Total Mileage	280	@	\$0.650	\$182.00
Reproduction	each	sheets/set	sets				
Drawings	\$0.50	50	6				\$150.00
Reports	\$0.10	260	6				\$156.00

Total Design Phase Direct Non-Salary Costs \$488.00

Construction Phase Direct Non-Salary Costs

Mileage - Travel to	trips	miles per					
Saratoga County DPW	2	40	miles/trip	80			
Project Site	150	60	miles/trip	9000			
			Total Mileage	9080	@	\$0.650	\$5,902.00
Lodging & Subsistence							
Lodging	0	days @	\$0.00	/day			\$0.00
Per Diem	0	days @	\$0.00	/day			\$0.00
Miscellaneous Costs							
Software - Appia User License	1	licenses @	\$2,100.00	/license			\$2,100.00

Total Construction Phase Direct Non-Salary Costs \$8,002.00

Construction Phase On-Site & Laboratory Testing (Sub-Contractor, Atlantic Testing Laboratories)

Technical Personnel							
Technician - Soil and Concrete	4	@	\$420.00	/day			\$1,680.00
	4	@	\$265.00	/half day			\$1,060.00
Hot Mix Asphalt Technical	0	@	\$450.00	/day			\$0.00
Geotechnical Engineer - Office	8	@	\$90.00	/hour			\$720.00
Project Manager	4	@	\$100.00	/hour			\$400.00
Professional Engineer	2	@	\$125.00	/hour			\$250.00
Project Principal	0	@	\$150.00	/hour	(If Required)		\$0.00
Dynamic Pile Testing							
Geotechnical Engineer with Pile Driving	1	@	\$1,800.00	/day			\$1,800.00
Analyzer	0	@	\$130.00	/OT Hour	(If Required)		\$0.00
CAPWAP Analysis	1	@	\$300.00	/each			\$300.00
Wave Equation Analysis	1	@	\$300.00	/each			\$300.00
Laboratory Testing							
Soil ASTM D 422	2	@	\$75.00	/test			\$150.00
Soil ASTM D 698	2	@	\$120.00	/test			\$240.00
Concrete ASTM C 39	40	@	\$13.00	/cylinder			\$520.00
Miscellaneous							
Nuclear Density Meter	2	@	\$60.00	/day			\$120.00
Bituminous Coring Equipment	0	@	\$200.00	/day	(If Required)		\$0.00
Diamond Bit Charge	0	@	\$4.00	/inch	(If Required)		\$0.00
Travel - Technical Staff	10	@	\$95.00	/trip			\$950.00
Sample Pickup	6	@	\$125.00	/trip			\$750.00

Total Construction Phase On-Site & Laboratory Testing (Sub-Contractor Cost) \$9,240.00

Exhibit B, Page 1
 Specific Hourly Rate Schedule
 October 15, 2023
 R.K. Hite & Co., Inc.

Project Title: CR1 Stoney Creek Road over Wolf Creek
PIN: 1762.87
Town: Hadley
County: Saratoga

Job Title	Hourly Rates			Overtime Category
	2023	Projected (2024)	Maximum	
Principal	\$150.00	\$156.00	\$162.00	A
Project Manager	\$112.00	\$116.00	\$121.00	A
Appraisal Reviewer	\$105.00	\$109.00	\$113.00	B
Relocation Specialist	\$105.00	\$109.00	\$113.00	B
Field Coordinator	\$82.00	\$85.00	\$88.00	B
Property Rights Specialist	\$77.00	\$80.00	\$83.00	B
Title Specialist	\$73.00	\$76.00	\$79.00	B
Title Examiner	\$77.00	\$80.00	\$83.00	B
Data Manager	\$89.00	\$93.00	\$97.00	B
Data Technician	\$75.00	\$78.00	\$81.00	B
Secretary	\$44.00	\$46.00	\$48.00	B
Title Attorney	\$125.00	\$130.00	\$135.00	A
Appraiser	\$90.00	\$94.00	\$98.00	A
EDPL Attorney	\$250.00	\$260.00	\$270.00	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.

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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00
1.07	Cost and Progress Reporting	0.00	3.50	0.00	0.00	0.00	0.00	0.00	0.00	1.75	1.75	7.00
	SUBTOTAL	4.00	3.50	0.00	0.00	0.00	0.00	0.00	0.00	1.75	1.75	11.00
INCIDENTAL PHASE												
5.01	Abstract Request Map and Title Search	0.00	7.00	0.00	4.00	41.00	6.00	4.00	7.00	4.00	4.00	73.00
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	0.00
5.03	Right of Way Mapping	0.00	3.00	0.00	6.00	6.00	0.00	6.00	6.00	6.00	6.00	33.00
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	0.00
5.05	Right of Way Cost Estimate	0.00	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00
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	0.00
5.07	Property Appraisals	0.00	2.00	0.00	16.00	0.00	0.00	1.00	4.00	3.00	26.00	26.00
5.08	Appraisal Reviews	0.00	1.00	24.00	0.00	0.00	0.00	1.00	2.00	2.00	30.00	30.00
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	0.00
	SUBTOTAL	0.00	19.00	24.00	26.00	47.00	6.00	12.00	19.00	15.00	168.00	168.00
ACQUISITION PHASE												
5.09	Negotiations & Property Acquisition	0.00	15.50	1.00	97.00	21.00	0.00	44.00	22.50	22.50	223.50	223.50
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	0.00
	SUBTOTAL	0.00	15.50	1.00	97.00	21.00	0.00	44.00	22.50	22.50	223.50	223.50
TOTAL HOURS		4.00	38.00	25.00	123.00	68.00	6.00	56.00	43.25	39.25	402.50	402.50
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	\$4,408.00	\$2,725.00	\$9,840.00	\$5,168.00	\$480.00	\$5,208.00	\$3,373.50	\$1,805.50	\$33,632.00	\$33,632.00

Project Title: CR1 Stoney Creek Road
 over Wolf Creek
PIN: 1762.87
Town: Hadley
County: Saratoga

Direct Non-Salary

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		8.00	0.00	0.00	8.00
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			8.00	60.00	0.00	68.00
ACQUISITION PHASE						
5.09	Negotiations & Property Acquisition		0.00	0.00	4.00	4.00
5.10	Relocation Assistance (Acquisition Phase)		0.00	0.00	0.00	0.00
SUBTOTAL			0.00	0.00	4.00	4.00
TOTAL HOURS			8.00	60.00	4.00	72.00
PROJECTED HOURLY RATE			\$130.00	\$94.00	\$260.00	
LABOR COST			\$1,040.00	\$5,640.00	\$1,040.00	\$7,720.00

EXHIBIT B, PAGE 3
 Estimate of Direct Non-Salary Cost
 R.K. Hite & Co., Inc.
 October 15, 2023

Project Title: CR1 Stoney Creek Road over Wolf Creek
PIN: 1762.87
Town: Hadley
County: Saratoga

Travel, Lodging, Subsistence, Fees and Supplies

Per Diem 3 Nights @ \$ 183.00 /night \$549.00

Trips	Vehicle Type	No. Trips	Mile per Trip	Total Miles		
Incidental Phase						
To Site	Auto	3	500	1500		
Local	Auto	2	20	40		
Acquisition Phase						
To Site	Auto	2	500	1000		
Local	Auto	2	20	40		
				2580	@	\$0.655 <u>\$1,689.90</u>
						\$2,238.90

Reproduction, Drawings & Reports \$353.20

Telephone \$88.00

Postage & Deliveries \$72.00

Supplies and Miscellaneous \$224.00

Recording Fees \$80.00

TOTAL DIRECT NON-SALARY COSTS \$3,056.10

Project Title: CR1 Stoney Creek
Road over Wolf
Creek

PIN: 1762.87
Town: Hadley
County: Saratoga

EXHIBIT B, PAGE 4
Summary
October 15, 2023
R.K. HITE & CO., INC.

	<u>221 Incidental</u>	<u>222 Acquisition</u>	<u>TOTAL</u>
ITEM 1A, (estimated - subject to audit)	\$14,863.50	\$18,768.50	\$33,632.00
ITEM 1B (estimated - subject to audit)			
Item II, Direct Non-Salary Cost (estimated - subject to audit)	\$1,612.90	\$1,443.20	\$3,056.10
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)	\$1,040.00	\$0.00	\$1,040.00
Item II, Direct Non-Salary Cost (Closing/EDPL Attorney) (estimated -subject to audit)	\$0.00	\$1,040.00	\$1,040.00
Item II, Direct Non-Salary Cost (Appraiser) (estimated -subject to audit)	\$5,640.00	\$0.00	\$5,640.00
	\$23,156.40	\$21,251.70	<u>\$44,408.10</u>

**APPENDIX 11-7
ROW COST ESTIMATE AND INSTRUCTIONS**

PIN: 1762.87

Project: CR1 Stoney Creek Road over Wolf Creek Bridge Replacement

Local No.: Sponsor: Saratoga County

Preliminary/Incidentals Estimate

ITEM		ROW Incidentals	ROW Acquisitions
1) No. of Properties & Total Prop Cost	# 4		\$ 4,485.00
2) Interest			\$ -
3) Project Scoping/Cost Estimating		\$ 1,320.00	
4) Progress Reporting		\$ 630.00	
5) Information Meeting/Public Hearing		\$ -	
6) Contingency Factor		\$ 1,100.00	
7) Title Searches			
a) Last Owner Search	# 4	\$ 7,810.00	
b) Certificate (*20 yr search*)	# 0	\$ -	
c) Abstract (*40 yr search*)	# 0	\$ -	
8) Title Certifications	# 4	\$ 2,190.00	
9) Appraisal Costs			
a) Appraisals	# 4	\$ 8,240.00	
b) Appraisal Reviews	# 4	\$ 3,620.00	
10) Closing Papers	# 8		\$ 9,200.00
11) Negotiations	# 4		\$ 10,600.00
12) Proration of Taxes			\$ 890.00
RELOCATION COSTS:			
13) Mortgage Prepayment Fees			
14) Demolition Costs	# Bldgs.		
15) Relocation Assistance			\$ -
16) Moving Expenses			
a) Families	#		\$0.00
b) Businesses	#		
c) In Lieu of	#		
d) Re-estab.	#		
17) Repl. Housing			
a) Housing Supplemental	#		
b) Rent Supplemental	#		
18) Last Resort Housing			
a) Owner	#		\$0.00
b) Tenant	#		
20) Mortgage Int. Diff.	#		
21) Closing Costs	#		
Total Incidentals:		\$ 24,910.00	
Total Acquisition:			\$ 25,175.00
TOTAL ROW ESTIMATE (Incidentals & Acquisition)		\$	50,085.00

Prepared by: *Michael P. Hite*

Date: October 15, 2023



CONTRACT

October 17, 2023

VIA ELECTRONIC MAIL
msmullen@cplteam.com

CPL
 30 Cherry Hill Drive, Suite 104
 Latham, New York 12110

ATTENTION: Matthew Smullen, P.E.

RE: CR 1 over Wolf Creek
Town of Hadley
Saratoga County, New York
 CPA Project #09-230366-00

Dear Matt:

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 (1,000 ± Linear Feet)

Prepare a Right of Way, Topographic, and Utility Survey of bridge site, carrying CR 1 (Stony Creek Road) over Wolf Creek, located in the Town of Hadley, Saratoga County, New York. The survey shall extend 500 feet each side of the bridge and 150' bandwidth at the bridge and for a length of 150' along each approach; 75' bandwidth for remaining limit. 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 an interval to prepare an accurate Digital Terrain Model (DTM) and contours for the area.

Thirteen (13) 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, and 500°D/S.

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 at 1"=20', in NYSDOT MicroStation format, at a standard sheet size.

Fee for Phase TS-0690: \$13,775.00* 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 CPL will provide 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: \$6,975.00 APPROVED ()

PHASE TS-9999: Supplemental Survey

This task will include supplemental ground topography, location & utility information as directed by your office. The requested information will be incorporated into the Topographic Survey outlined in Phase TS-0930. We have assumed one (1) day of supplemental survey.

Fee for Phase TS-9999: \$4,275.00* APPROVAL ()

***Fee above includes 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 progress, with payment due and payable within one hundred and twenty days (120) days of receipt of invoice.

Additionally, attached to this Contract are the standard "Terms and Conditions" of all agreements between our firm and its clients. The attached standard "Terms and Conditions" shall form a part of this Contract and are incorporated herein by reference.

Items **NOT** included in this Contract are: individual boundary surveys, 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.

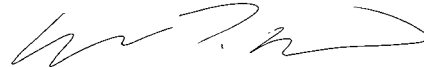
We at Control Point Associates Inc PC would like to thank you for this opportunity to present our Contract for Professional Land Surveying Services and look forward to continuing a successful relationship with CPL.

Very truly yours,

CONTROL POINT ASSOCIATES INC PC



Jody Lounsbury, PLS
Greater NY Regional Manager



William Whimple, PLS
Sr. Project Manager

TERMS & CONDITIONS
ACCEPTED BY:
CPL

By: _____
Matthew Smullen, P.E.

Date: _____

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Reviewed By: _____
Approved By: _____

TERMS AND CONDITIONS

This document is incorporated in and forms a part of the Contract between **Control Point Associates Inc PC** (the "Firm"), and **CPL** (the "Client"), to which these Terms and Conditions are attached:

- I. PROFESSIONAL RESPONSIBILITY** – The Firm represents that it will perform the services described in the "Contract" attached hereto (the "Professional Services"), and in a manner consistent with that level of care and skill ordinarily exercised by comparable professional firms, under similar circumstances, at or near the same location, at the time the Firm performs the Professional Services. There are no other representations to the Client, either expressed or implied. The Firm does not guarantee approval of or a specific result from the preparation of any plans and/or documents submitted for review. The Firm will complete the Professional Services within a reasonable period of time consistent with applicable professional standards, subject to external parameters and delays and elements within the Firm's control, however, the Firm is not responsible for the timeliness of the Client obtaining applicable approvals, permits, or the like. The Firm has no duty, obligation or responsibility to inspect, observe, comment, or report on the work of other contractors, vendors or material suppliers, or on conditions, of any nature whatsoever, which exist at, in, on, about, or near the project or property which is the subject of these Terms and Conditions and the Contract.
- II. CLIENT RESPONSIBILITY** – Client agrees to provide access and right of entry to the subject property for Firm's personnel and any equipment or materials necessary for the Firm to complete the Professional Services. Client further agrees to assist the Firm by providing to the Firm, promptly after the Firm's request, with all information pertaining to the Project which is the subject of the Contract, any Agreement regarding the Project, if one exists and is applicable, and any other documents or materials related to an Agreement or the Project or referenced therein (collectively the "Contract Documents"), and/or these Terms and Conditions, including, but not limited to, existing plans, surveys, recorded deeds, correspondence, reports, specifications, subsurface reports, easement information, and any other related items or information, such that the Firm may perform and complete Professional Services in the most efficient fashion.
- III. PAYMENT TERMS** – The Firm agrees to perform the Professional Services and the Client agrees to pay the Firm for the Professional Services described in the Contract, without regard to the success or time of completion of the Project, but upon the Firm's completion of the Professional Services and invoicing Client for same. The Firm shall generate Invoices for Professional Services and expenses, monthly. Payment for Invoices is due immediately upon Client's receipt of an Invoice and, in no event, later than one hundred and twenty (120) day of mailing of an Invoice (the "Due Date"). If Client fails to pay an Invoice on or before the Due Date, the Firm reserves the right, three (3) days after the Firm delivers written notice to Client of said delinquency, to: 1) immediately cease all Professional Services; and 2) to pursue any and all remedies against Client. Client shall fully indemnify and hold the Firm harmless from and against any and all damages of any nature and kind whatsoever, without limitation, that result in whole or in part, from Firm's cessation of its Professional Services as described herein. There may be a handling fee (up to the amount charged by a third party) for any credit card transactions.
- In the event the Firm commences a legal action or pursues a claim of any kind or any collection effort against Client for an unpaid Invoice(s) or portion of same (collectively "Claim"), the Client agrees that it shall, in addition to owing the Firm for principal and interest in the amount of one percent (1%) per month commencing on the Due Date, also reimburse and be liable to the Firm for all collection costs, including but not limited to, court costs, reasonable attorneys' fees, staff time, administrative time, in-house Counsel time, and any other related expenses in connection with the Firm's pursuit of a Claim (collectively "Collection Fees"). In the event the Firm possesses a Client retainer, the Firm may, at its option, apply monies paid as a retainer to the Firm's Final Invoice or to any Invoice or delinquent Invoice(s), at any time, and Client specifically acknowledges and agrees to the Firm's right to do so. Once the Firm has been paid for all Professional Services and expenses, the Firm shall refund any remaining retainer to the Client, after Client's request. The Firm reserves the right to modify or increase its billing rates on or after the year anniversary date of the Contract.
- Client shall provide the Firm with written notice of any disputed charge(s) on or before the Due Date for an Invoice (the "Dispute Notice"). If Client fails to provide the Dispute Notice, Client agrees that it is specifically waiving all rights to dispute said Invoice and any charges contained therein. If Client delivers the Dispute Notice to the Firm on or before the Invoice's Due Date, Client must pay the invoiced amount to Firm, minus the disputed amount, by the Invoice Due Date. Client shall not withhold amounts not disputed. The Dispute Notice must set forth, in specific detail, all bases and reasons for Client disputing said Invoice. Any bases and reasons that Client fails to include in the Dispute Notice are automatically and permanently waived. The Firm and Client shall attempt, in good faith, to promptly resolve disputed Invoices. If any dispute is subsequently resolved or settled in the Firm's favor, then the Client shall pay the disputed amount previously withheld within ten (10) days of such resolution (or settlement) in Firm's favor, including interest at the rate of one percent (1%) per month commencing on the Due Date for said Invoice through the date the Client pays said Invoice and all Collection Fees. If the dispute is subsequently resolved or settled in Client's favor, the Firm shall issue a credit on Client's subsequent Invoice for the disputed amount resolved or settled in Client's favor.
- IV. INDEMNIFICATION – Client and the Firm**
- A) **THE FIRM TO CLIENT:** The Firm hereby agrees to indemnify and hold the Client and its current and future owners, officers, directors, members, shareholders, parent corporations, subsidiaries, related entities, affiliates, and employees harmless from, against and for any losses, injuries, damages, claims, penalties, actions, causes of action, demands, liabilities, judgments, expenses, or the like, including reasonable attorney's fees and reasonable litigation costs (collectively "Damages"), which are directly and proximately caused by the Firm's or the Firm's employees, agents or subcontractors' negligence, gross negligence, action(s) and/or omission(s); provided, however, that the Firm's obligation hereunder shall not exceed the percentage which the Firm is found liable and responsible for said Damages. After Client's request, the Firm will provide confirmation to the Client of the Firm's insurance coverage regarding professional liability and commercial liability coverage.
- B) **CLIENT TO THE FIRM:** Client hereby agrees to indemnify and hold the Firm, and its current and future owners, officers, directors, members, shareholders, parent corporations, subsidiaries, related entities, affiliates, agents, servants, employees, consultants, and subcontractors (collectively "The Firm Parties") harmless from, against and for all Damages, deriving out of, for or in any way related to any claim or loss of an d/or for damage to person(s) (injury or death), and/or to property including, but not limited to, the Project, and/or injuries to or death of or to any and all persons, including injury or death to the Firm Parties or Third Parties, or damage to the Firm's property (the foregoing indemnification language shall collectively be referred to herein as "Indemnification Protection"). The Indemnification Protection includes any injury, death or damage, as more fully described above, which is caused by or results from Client's breach and/or violation of either these Terms and Conditions, the underlying Contract, and/or the Contract Documents, and/or the Client's negligence, gross negligence, action(s) and/or omission(s). Client, as used in this Article IV B, includes the Client's agents, servants, employees, subcontractors, anyone or entity for whom Client is responsible and/or anyone acting by, through, on behalf of, or under the Client.
- C) It is agreed that any claim for damages, cost of defense, or expenses which the Client or any third party asserts or may assert against the Firm on account of any and all design defects, errors, omissions, and professional negligence shall be limited the amount of the Firm's fee for the specific Proposal or Work Authorization in question. Under no circumstances shall the Firm be liable for extra costs or other consequences due to changed conditions or for costs related to the failure of the contractor or material men to install work in accordance with the plans and specifications. The limitation of liability to the amount of the Firm's fee for a Proposal or Work Authorization is a specifically bargained-for provision of this agreement, reflected in Consultant's fees. The Consultant shall not be liable for errors in judgment or for any loss or damage, which occurs for any reason beyond the control of the Consultant.
- V. OWNERSHIP OF DOCUMENTS** – All reports, field data, data, notes, plans, calculations, estimates, drawing documents and other work and items which Firm creates or prepares, either in electronic format or otherwise (collectively "Firm Materials"), are instruments of service and shall remain the Firm's property, until Client fully pays the Firm for all Professional Services and expenses related to the Firm's creation of the Firm Materials. Client agrees that it shall immediately return to the Firm, upon Firm's demand, all Firm Materials which the Firm furnishes to the Client or Client's agents, servants, employees, subcontractors, any person or entity for whom Client is responsible and/or anyone acting by, through or under Client (collectively "The Client Parties") which are not fully paid for, and that same will not be used for any purpose other than to complete the Project, other phases of the Project for which Firm prepared the Firm Materials, or any other project, whatsoever. During the time period when Firm is performing the Professional Services, the Firm will retain all pertinent records related to the Professional Services and the Firm Materials. Proprietary information and the Firm's intellectual property including, but not limited to, the Firm's layering process for Plans (collectively "Proprietary Information"), are not included within the phrase Firm Materials and shall, without exception, remain the Firm's property and the Firm shall retain all ownership rights and interests to the Proprietary Information under all circumstances, and without limitation.
- The Client agrees not to use or re-use the Firm Materials, either in whole or in part, for any purpose other than for the Project and not to alter same. The Client agrees not to transfer, send, share, copy, convey or provide the Firm Materials to any individual or entity without the Firm's prior written consent and at the Firm's election without executing the Firm's Standard Indemnification and Hold Harmless Agreement in the Firm's favor. The Client further covenants and agrees to waive any and all claims, actions, demands and causes of action, whether legal, equitable or otherwise, of every nature and description, that the Client has, had or may have against the Firm related to or resulting in any way either from the Client's unauthorized changes to (however small) or reuse of the Firm Materials for any other project, any other phase of the current Project, or any purpose by anyone other than the Firm (collectively "Misuse").
- The Client agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the Firm and The Firm Parties harmless from any and all claims, damages, losses, injuries, injury to property, injury to person, lawsuits, actions, causes of action, third party action(s), and the like and for all costs and expenses, including but not limited to, court costs, reasonable attorneys' fees, collection fees, staff time, administrative time, in-house Counsel time, and any other related expenses (collectively "Claims, Damages and Costs") arising from or in any way related to Client's Misuse of the Firm Materials, changes made by anyone other than the Firm to the Firm Materials, or from any reuse of the Firm Materials without the Firm's prior written consent. Client agrees that the Firm shall not be liable for any damage, injury to or death of persons, or damage to property of Client or any other person or entity, from any cause whatsoever, arising from or in any way relating to Client's Misuse or reuse of the Firm Materials, changes made by anyone other than the Firm to the Firm Materials, or from any reuse of the Firm Materials without the Firm's prior written consent, which requirement of a writing cannot be waived.
- VI. REVOCATION OF CERTIFICATION OR STATEMENTS** – The Firm shall have the right to revoke any certification, statements, professionally sealed documents or plans (the "Firm's Documents") either if the Firm is made aware of the unauthorized or prohibited use of same by the Client, The Client Parties or any others, or based upon Client's failure to pay Invoices by the Due Date. The Client assumes the risk of any and all damages, injuries, claims and/or actions that result from the unauthorized use of the Firm's Documents as described in this Article VI.
- VII. TERMINATION** – Client may terminate the Contract if the Firm fails to substantially perform under the Contract, after five (5) business days' written notice to the Firm and an opportunity for the Firm to cure during that time period. The Client may terminate this Contract for convenience after three (3) business days' written notice to the Firm of said intention. The Firm may terminate the Contract if Client breaches the Contract or these Terms and Conditions. The terminating party must provide the other party with three (3) business days' written notice, which Notice describes, in detail, the reasons, to the extent they exist, for the termination. In the event either party terminates the Contract for any reason, Client shall pay the Firm for all Professional Services the Firm has performed and all expenses the Firm has incurred up through and including the termination date. The effective termination date is the third business day after the date the notice of termination is delivered, as described below in Article XIV.
- VIII. ASSIGNMENT** – This document is binding upon the parties, their successors, representatives, employees, agents, servants and assigns. Neither the Firm nor the Client shall assign or transfer this document or any interest herein without the other party's prior written consent and only after thirty (30) days; advance notice of intent to assign. The Firm may, without the Client's consent, subcontract any portion of the Professional Services hereunder or under the Contract.
- IX. NO WAIVER** – The failure of either party to insist, in any one or more instances, on the strict performance of any provisions of the Contract or these Terms and Conditions, or the failure of either party to exercise any right, option or remedy hereby reserved and/or provided under the applicable law, shall not be construed as a waiver of any such provision, right, option or remedy, or as a waiver of a subsequent breach. The Firm's consent or approval of any act by the Client requiring the Firm's consent or approval shall not be construed to waive or render unnecessary the requirement for the Firm to consent or approve any subsequent, similar act by Client. No provision of this document shall be deemed to have been waived unless such waiver shall be in writing and signed by the party to be charged with waiver.
- X. EXERCISE OF REMEDIES** – The parties to this document agree that the Firm's exercise of any one or more of the remedies set forth in these Terms and Conditions shall, at the Firm's option, constitute an exercise of the same remedy or remedies under any contract with Client. The parties agree that the Firm can terminate or suspend work under any contract with Client or entity with common ownership with Client, if Client violates this Contract and/or these Terms and Conditions. Further, either party's exercise of any remedy hereunder or otherwise, shall not preclude that party from exercising other remedies which it is permitted to exercise under the law. The remedial right available to either party regarding the Contract or these Terms and Conditions may be exercised simultaneously, cumulatively, or alternatively as may be necessary or appropriate to enforce such party's rights.
- XI. CONSEQUENTIAL DAMAGES** – The Firm shall not be liable to the Client for consequential damages under any circumstances including, but not limited to, as a result of the Firm's Termination of the Contract pursuant to Articles VII and/or X, hereunder.
- XII. SEVERABILITY AND TITLES** – The provisions of the Contract and these Terms and Conditions shall be severable, and if any provision of either shall be determined by any court of competent jurisdiction to be invalid, such determination shall not affect or invalidate the remainder of these Terms and Conditions or the Contract. The titles given to the Articles in this document are for ease of reference, *only*, and shall not be relied upon or utilized for any other purpose.
- XIII. THIRD PARTIES** – Nothing contained in this document and/or the Contract shall create a contractual relationship with or cause of action in favor of any third party against the Firm, The Firm Parties, or the Client.
- XIV. NOTICES** – Whenever in this document, or the Contract, written notice or demand is required or permitted, such notice or demand shall be deemed to have been given to, delivered or served upon the party intended to receive the same if such notice is in writing addressed to that party at the address identified in the Contract, and sent or delivered either by: (i) Registered or Certified Mail, return receipt requested, postage prepaid; (ii) Federal Express or such other nationally recognized commercial, overnight, receipted delivery service; or (iii) hand delivery. Legal Counsel for any party hereto shall be entitled to give any notice for such party. The date of delivery of any notice provided for herein shall be the date after the date of deposit to the overnight delivery service, or two days after the deposit if sent Certified Mail, return receipt requested, or the date of actual delivery if hand-delivered, unless said date falls on a weekend or legal holiday and then the date of delivery shall be the first non-holiday and non-weekend as outlined above. The person and place to which notice may be given may be changed from time to time by the Client or the Firm, upon written notice to the other, effective five (5) business days after delivery of such notice.
- XV. ENTIRE AGREEMENT** – This is a complete agreement. Each party hereto acknowledges its full understanding of, and agreement with this document and, further, the parties agree and acknowledge that there are no verbal representations, promises, understandings or agreements in connection herewith, other than as contained in the Contract, that are not incorporated herein. All previous negotiations and agreements between the parties are merged into this document which, along with the Contract, fully and completely expresses the entire agreement between the parties hereto. The terms of this document may only be modified by writing, signed by the parties hereto. This document is to be interpreted without regard to any rule of construction as to which party drafted this document.
- XVI. VENUE and GOVERNING LAW** – Any claims, actions, controversies, disputes, or the like, must be brought in the Federal or State County Court where the Firm is located, as indicated in the Contract. The parties hereto understand, agree and acknowledge the above constitutes a waiver of a right that the parties might otherwise have to bring a claim, action, etc., in any other venue, jurisdiction or location. This document shall be deemed to have been made in and shall be governed by and construed in accordance with the laws of the State where the Firm's principal place of business is located, as indicated in the Contract.





30 Corporate Circle, Suite 201
Albany, NY 12203
p (518) 266-0310
Terracon.com

October 20, 2023

Clark Patterson Lee
30 Century Hill Drive, Suite 104
Latham, NY 12110

Attn: Greg Neddo
p: (518) 915-7440
e: gneddo@cplteam.com

RE: Proposal for Geotechnical Engineering Services
Stony Creek Road Bridge Replacement
Town of Hadley, New York
Terracon Proposal No. PJB235270

Dear Mr. Neddo:

We appreciate the opportunity to submit this proposal to Clark Patterson Lee (CPL) to provide Geotechnical Engineering services for the referenced project. The details of the proposal are outlined in the following exhibits.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plan

Our base fee range to perform the Scope of Services described in this proposal including NYS Prevailing Wage Rates where applicable, is \$18,650 (excluding subcontracted private utility location fees, if required). The actual fee will be dependent on the number of days required to complete the field investigation.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,
[Terracon Consultants-NY, Inc.](#)

John S. Hutchison, P.E.
Sr. Geotechnical Engineer

John T. Odorisio, P.E.
Geotechnical Department Manager

AGREEMENT FOR SERVICES

This AGREEMENT is between Clark Patterson Lee ("Client") and Terracon Consultants - NY, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Wolf Creek Bridge - Hadley project ("Project"), as described in Consultant's Proposal dated 10/20/2023 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to New York law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: Terracon Consultants - NY, Inc.

By: _____ Date: 10/20/2023

Name/Title: John S Hutchison / Senior Engineer

Address: 30 Corporate Cir Ste 201
Albany, NY 12203-5169

Phone: (518) 266-0310 Fax: _____

Email: John.Hutchison@terracon.com

Client: Clark Patterson Lee

By: _____ Date: _____

Name/Title: Gregory Neddo

Address: 30 Century Hill Dr Ste 104
Latham, NY 12110-2188

Phone: (518) 915-7440 Fax: _____

Email: gneddo@cplteam.com

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by CPL and the expected subsurface conditions as outlined below. We have not visited the site to confirm the information provided. Aspects of the project where undefined or assumed are indicated as such below. We request CPL and/or the design team verify all information, to the extent practical, prior to our initiation of field exploration activities.

Site Location and Anticipated Conditions

The project site is located at the bridge carrying Stony Creek Road (CR 1) over Wolf Creek in the town of Headley, Saratoga County, New York. The approximate project geographic coordinates are: 43.3572° N / 73.8781° W.

It is our understanding the existing bridge (BIN 3304230) consists of a steel single span structure roughly 30 feet in length with concrete headwalls. A bridge inventory compiled by the NYSDOT indicates the structure was built or last replaced in 1997. While no site specific topographic survey was provided, it is assumed the creek bed is no more than about 10 to 15 feet below the road surface based on USGS mapping.

The Surficial Geologic Map of New York indicates kamic sand and gravel deposits along with glacial till soils in the site locale. Underlying bedrock is mapped as biotite and/or hornblende granite gneiss.

Planned Construction

As we understand it, the project will entail replacement of the bridge with a new structure of similar configuration. No substantial change in alignment or grade are anticipated. We understand the replacement structure will be designed using the AASHTO LRFD Bridge Design Specifications.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Based on input provided by CPL, and our experience with similar projects in the general project area, we propose the following field exploration program. The number of test borings and their target depths are as recommended by Terracon.

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location
2	50	One on either side of the bridge to be replaced.

1. Borings will be terminated at shallower depths if refusal is encountered.
2. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

Boring Layout and Elevations: We will use handheld GPS equipment to locate the borings with an estimated horizontal accuracy of ± 10 feet. Field measurements from existing site features may also be utilized. Approximate ground surface elevations at the test boring locations will be obtained by interpolation from a site specific, surveyed topographic map, if available.

The final location of the test borings will be dependent upon limitations of access for our equipment and the presence of underground and overhead utilities. If utility and/or access conflicts preclude completing one or more of the test borings at their planned location and no suitable alternate location is identified, any such borings will be deleted from our scope of services.

Subsurface Exploration Procedures: We will advance the soil borings with a standard rotary drill rig using continuous flight augers, wash boring techniques, or a combination of each as appropriate for the conditions encountered. Soil sampling will be performed using split-barrel sampling procedures, with continuous sampling through visually identifiable fills and at standard intervals thereafter. The split-barrel samplers are driven in accordance with the standard penetration test (SPT), ASTM D1586.

If bedrock or refusal-to-drilling conditions are encountered, rock coring will be performed (using NQ/NX rock core barrel) at one or more of the boreholes at the discretion of the Geotechnical Engineer. Where rock coring is performed, a minimum length of 5 feet of rock coring will be targeted. Water will be used as a drilling fluid for

rock coring and the spent water will be discharged on site. Our proposed budget considers water is available on-site.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, water level measurements and other relevant sampling information as applicable. Field logs include descriptions of materials observed during drilling and our interpretation of subsurface conditions between samples.

The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and visually classified by a geotechnical engineer or geologist. Final boring logs, prepared from the field logs, represent the Geotechnical Engineer's interpretation and include modifications based on the visual classifications and whatever laboratory testing is performed.

Property Disturbance: Terracon will take reasonable efforts to limit damage to the property. However, it should be understood that in the normal course of our work some incidental damage could occur including rutting of the ground surface, disturbance to landscaping and scuffing of the existing pavement surface.

We will backfill the borings with auger cuttings, sand and/or concrete cylinders upon their completion. We can grout the boreholes for additional fees at your request. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in an off-pavement location the general vicinity of the boreholes. Because backfill material often settles below the surface after a period, we recommend the boreholes be periodically checked and re-leveled, if necessary.

Safety

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site.

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a public utility location service through UDig NY. Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon's base Scope of Services does not include private utility locating services, and we will not be responsible for damage to private utilities not disclosed to us.

We will consult with the landowner/client regarding potential private utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

If the landowner/client is unable to accurately locate private utilities, and it becomes apparent that the risk of private utilities on/near the site exists, then Terracon will initiate these services by subcontracting a private utility locator upon authorization by the Client. See Exhibit C – Additional Services for associated fees.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

This proposal does not include the costs to access snow covered fields or gain access through snow plowed banks. If this proposal is authorized when such conditions exist, we will provide revised mobilization and demobilization costs reflecting these site weather related conditions.

Traffic Control: We have budgeted for subcontracting traffic control services (signage and flagmen) as required to safely complete our drilling activities. This proposal is based on the assumption that one traffic lane can be closed temporarily as each test boring is completed. Alternatively, County forces could be engaged to provide all required traffic control as a cost savings measure.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil and rock strata. Exact types and number of tests cannot be determined until completion of fieldwork. We anticipate the following laboratory testing may be performed, as applicable:

- Water content
- Grain size distribution
- Atterberg limits
- Rock unconfined compressive strength

Our laboratory testing program includes examination of soil samples by an engineer or geologist. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS). If bedrock samples are obtained, rock classification will be conducted using locally accepted practices for engineering purposes.

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil (and rock) classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Laboratory test results
- Recommended foundation options and engineering design parameters
- Estimated settlement of foundations
- Seismic site classification
- Lateral earth pressures for design of abutments and wingwalls as applicable
- Frost considerations
- Earthwork recommendations

In addition to an emailed report, your project will also be delivered using our **Client Portal**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a

calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Stage1: If you need preliminary geotechnical data quickly, we can provide a Stage1 report in 3-5 business days. Terracon has amassed over 50+ years of historical projects to create better value for our clients. Using a GIS platform (pulling from over 750 databases), we have retrieved over 1,000,000 datapoints across the country, georeferenced each, and developed metadata that would allow for easy, and fast retrieval.

Because of this, we can provide a virtual boring log with preliminary geotechnical data and address the potential for subsurface contaminants, Natural and Cultural Resources, wetlands/waters, and threatened and endangered species that may affect your project's development.

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation and foundation construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. Our assessment is based on widely spaced exploration locations and the assumption that construction methods will be performed in a manner sufficient to meet our expectations and consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation and foundation construction. These services allow a more comprehensive understanding of subsurface conditions and necessary documentation of construction to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Perform Environmental Assessments: Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table. Note that the fees have been developed with the understanding that the project is subject to New York State **prevailing wage rates** where applicable.

Task	Fee
Project setup, coordination and UDig NY utility clearance - lump sum	\$750
Test boring layout - lump sum	\$600
Equipment mobilization/demobilization	\$1,000
Subcontract work zone traffic control (est. 2 days at \$2,500 per day)	\$5,000
Drill rig and crew to perform test boring sampling as described (est. 2 days at \$3,900 per day)	\$7,800
Laboratory testing budget (e.g., grain size, Atterberg limits, moisture content, rock unconfined compressive strength as applicable)	\$400
Engineer or geologist to classify soils, prepare formal logs and plans	\$600
Geotechnical engineer to prepare report	\$2,500
Estimated Base Fee	\$18,650

1. Proposed fees noted above are effective for 90 days from the date of this proposal.
2. Traffic control fees can be eliminated if this service is performed by County forces.

Note that the estimated number of drilling days is based on the anticipated subsurface conditions as outlined herein. If conditions differ significantly from those expected, we will contact the client to discuss options and/or request additional drilling days.

Standby time for delays caused by parties other than Terracon or its subcontractors will be charged at \$500 per hour. Our fee includes one round of consulting services after issuance of our report. Additional consultation will be billed at \$195/hr. If unfettered access to the worksite(s) is not provided by the owner, extra charges for site access may be applicable.

Our Scope of Services does not include access related snow plowing/removal or heavy tree/brush clearing, nor does it include repair of damage to the existing landscape due to soft or wet ground conditions. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services

Additional Services (see Exhibit B)	Fee
Private utility locate service ¹ – lump sum	\$2,500
Plans and Specifications Review - \$195/hr	TBD

1. If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We have developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Client Portal	Posting Date from Notice to Proceed ^{1, 2, 3}
Site Mobilization	5 to 6 weeks
Site Characterization	5 to 6 weeks
Geotechnical Engineering	7 to 8 weeks

1. Upon receipt of your notice to proceed we will activate the schedule component on **Client Portal** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard work weeks. We will maintain an activities calendar within on **Client Portal**. The schedule will be updated to maintain a current awareness of our plans for delivery.
3. We can communicate the findings of our subsurface exploration program and provide relevant engineering design parameters to the design team, ahead of our final report, if requested to assist in advancing the project’s design.

Exhibit D – Site Location

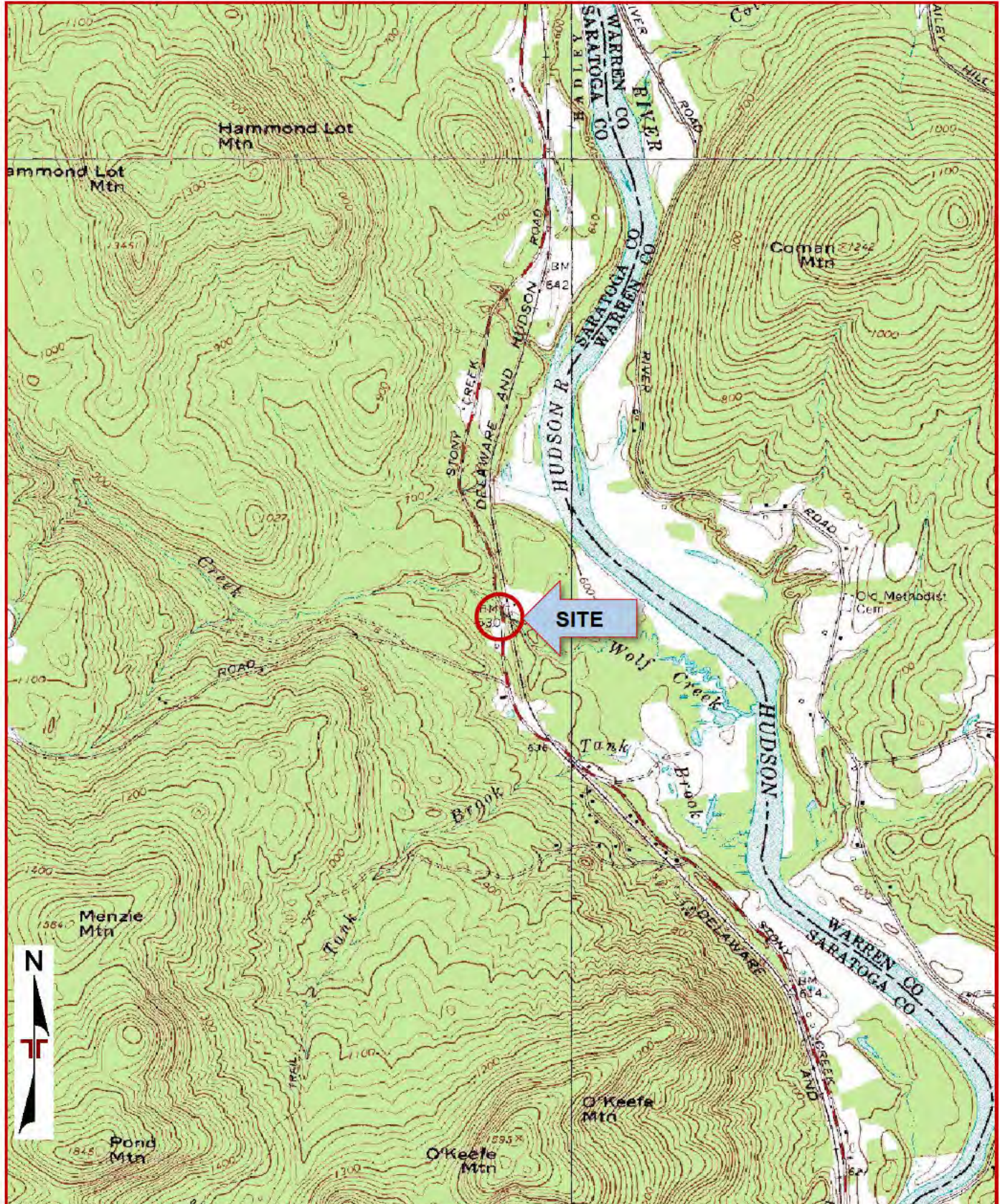


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES. MAP COURTESY OF US GEOLOGIC SURVEY.

Exhibit E – Anticipated Exploration Plan



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES. AERIAL IMAGE COURTESY OF MICROSOFT BING MAPS.

Exhibit C

SUMMARY

CPL

CR 1 (Stony Creek Road) over Wolf Creek Bridge Replacement
PIN 1762.87

	1762.87.121 Preliminary Design	1762.87.121 Detailed Design	1762.87.221 ROW Incidentals	1762.87.222 ROW Acquisition	1762.87.321 Construction Support & CI	1762.87 TOTAL
Item IA, Direct Technical Salaries (estimated) subject to audit						
Office	\$ 35,404.00	\$ 49,814.00			\$ 2,948.00	\$ 88,166.00
Field					\$ 72,880.00	\$ 72,880.00
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Item IIA, Direct Non- Salary Cost (estimated) subject to audit	\$244.00	\$ 244.00			\$8,002.00	\$ 8,490.00
Item IIB Direct Non- Salary Cost (estimated) subject to audit (Sub-Contractor Cost, Atlantic Testing)					\$9,240.00	\$ 9,240.00
Item III, Overhead (estimated) subject to audit						
Office OH Rate 146%	\$ 51,690.00	\$ 72,728.00	\$ -	\$ -	\$ 4,304.00	\$ 128,722.00
Field OH Rate 118%					\$ 85,998.00	\$ 85,998.00
Item IV, Fixed Fee 15%	\$ 13,100.00	\$ 18,400.00	\$ -	\$ -	\$ 25,000.00	\$ 56,500.00
Item IIC Direct Non- Salary Cost (estimated) subject to audit						
(Sub-Consultant Cost, Survey)	\$ 25,000.00					\$ 25,000.00
(Sub-Consultant Cost, Geotechnical)	\$ 18,650.00					\$ 18,650.00
(Sub-Consultant Cost, ROW)			\$ 24,911.00	\$ 21,251.70		\$ 46,162.70
Total Estimated Cost	\$ 144,088.00	\$ 141,186.00	\$ 24,911.00	\$ 21,251.70	\$ 208,372.00	\$ 539,808.70
Design / ROW / Construction Subtotals	\$	285,274.00	\$	46,162.70	\$ 208,372.00	
MAXIMUM AMOUNT PAYABLE						\$ 539,900.00



SARATOGA COUNTY AGENDA ITEM REQUEST

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

CC: John Warnt, 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
Samantha Kupferman, County Attorney's Office

DEPARTMENT: Department of Public Works

DATE: 4/18/24

COMMITTEE: Public Works

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorizing a contract with DLC Electric, LLC in the amount of \$107,817.20 for construction services associated with a crosswalk project at the intersection of Kingsley Road and Lake Hill Road in the Town of Ballston and amending the budget in relation thereto.

3. Specific Details on what the resolution will authorize:

Authorizing a contract with DLC Electric, LLC in the amount of \$107,817.20 for construction services associated with a crosswalk project at the intersection of Kingsley Road and Lake Hill Road in the Town of Ballston and amending the budget in relation thereto.

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 Yes

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

Revenue

Account Number	Account Name	Amount
D.50-5031	Transfer from General Fund	\$31,518

Expense

Account Number	Account Name	Amount
D.50.510-7052	Contracted Highway Srv	\$31,518
A.90.920-9900.D	Transfer to County Road Fund	\$31,518

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

Decrease A-0599.B Appropriated Fund Balance-Budgetary

Amount: \$31,518

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

Other

- G/L line impacted **Noted above**
- Budget year impacted **2024**
- Details

The budget will be amended to increase expenses and decrease fund balance by \$31,518.

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 BID

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

24-PWLHKR11-1

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):

DLC Electric, LLC (Margaret Cioffi)
479 State Route 40
Troy, NY 12182

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

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:

Human Resources Consulted

Purchasing Office Consulted
Yes

8. Is a grant being accepted: YES or NO

- 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 Copy of DLC Electric bid and bid award recommendation

10. Remarks:

This project in the Town of Ballston is being administered by County DPW but is a budgetary partnership with the Town of Ballston. The Town of Ballston's funding contribution totals \$114,000 and the County's is \$31,518.

Precedent Resolution: 78 of 2023

FORM OF BID

SPECIFICATION 24-PWLHKRII-1

Intersection Improvement Lake Hill Road (CR 339) and Kingsley Road (CR110)

Date: 4/4/2024

Bid of DLC Electric, LLC (hereinafter called "Bidder")
organized and existing under the laws of the State of New York
doing business as LLC

To the County of Saratoga, Ballston Spa, New York (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for **Intersection Improvement Lake Hill Road (CR 339) and Kingsley Road (CR 110)**, and having examined specifications with related documents and the site of the proposed project, hereby proposes to furnish all labor, materials, and supplies, and to complete the project in a timely manner in accordance with the Contract Documents; and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this bid is a part.

Bidder agrees to perform all work described in these specifications as stated in the following. The bidder agrees to furnish all labor, equipment, and material necessary for **Intersection Improvement Lake Hill Road (CR 339) and Kingsley Road (CR 110)** based on these specifications **24-PWLHKRII-1** and a review of the site.

FORM OF BID
Intersection Improvement Lake Hill Road (CR 339) and Kingsley Road (CR 110)

BIDDER'S NAME: DLC Electric, LLC

<u>Addenda Acknowledgement:</u>	<u>Addendum No.</u>	<u>Date Received</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

BASE BID\$ 107,817.20
TOTAL WRITTEN AMOUNT: One Hundred Seven Thousand Eight Hundred
Seventeen Dollars and Twenty Cents

The bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities.

The bidder agrees that his bid shall be valid and may not be withdrawn for a period of 45 days after scheduled closing time for receiving bids.

The bid security attached in the sum of \$ 5% (in figures)
_____ (in words)

is to become the property of the Owner in the event that contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the County caused thereby.

Respectfully submitted:

SIGNATURE Margaret Cioffi
NAME & TITLE Margaret Cioffi, Managing Member
COMPANY DLC Electric, LLC
ADDRESS 479 State Route 40
Troy, NY 12182
FEIN 26-3478565
TELEPHONE 518-326-8130
FAX 518-326-8132
EMAIL ADDRESS rcioffi@dlcelectric.net

(Seal if bid is by a corporation)

DATE 4/4/2024

CPIN			Page 1	Date	Cont	Brought Forward	
Item Number	Estimate of Quantities	Items with unit bid price written in words			Unit Bid Price	Amount Bid	
203.02	30.00	CY	, UNCLASSIFIED EXCAVATION AND DISPOSAL FOR <u>THREE HUNDRED THIRTY SEVEN DOLLARS NO CENTS</u> _____ _____ PER CY			337.000	10,110.00
206.03	120.00	LF	, CONDUIT EXCAV- BACKFILL INCLU SURF RESTO FOR <u>EIGHTY TWO DOLLARS NO CENTS</u> _____ _____ PER LF			82.000	9,840.00
206.05	4.00	EACH	, TEST PIT EXCAVATION FOR <u>SIX HUNDRED SIXTY FIVE DOLLARS NO CENTS</u> _____ _____ PER EACH			665.000	2,660.00
304.12	10.00	CY	, SUBBASE COURSE, TYPE 2 FOR <u>FIVE HUNDRED FIFTEEN DOLLARS NO CENTS</u> _____ _____ PER CY			515.000	5,150.00
404.000011	1.00	QU	, PLANT PRODUCTION QUALITY ADJUST ASP ITEM FOR <u>EIGHTY DOLLARS NO CENTS</u> _____ _____ PER QU			80.000	80.00
						Carry Forward	

DLC Electric, LLC
479 State Route 40
Troy, NY 12182

CPIN			Page 2	Date	Cont	Brought Forward	
Item Number	Estimate of Quantities	Items with unit bid price written in words			Unit Bid Price	Amount Bid	
404.096301	2.00	TON	, 9.5 F3 TOP CRS ASP, 60 SERIES COMPACTION				
		FOR	<u>THREE HUNDRED DOLLARS NO CENTS</u>			300.000	600.00

			PER TON				
407.0103	1.00	GAL	, STRAIGHT TACK COAT				
		FOR	<u>FOUR HUNDRED FIFTY DOLLARS NO CENTS</u>			450.000	450.00

			PER GAL				
418.7603	136.00	LF	, ASPHALT PAVEMENT JOINT ADHESIVE				
		FOR	<u>NINE DOLLARS TWENTY CENTS</u>			9.200	1,251.20

			PER LF				
490.30	16.00	SY	, MISC COLD MILLING OF BITUMINOUS CONCRETE				
		FOR	<u>TWO HUNDRED TWENTY DOLLARS NO CENTS</u>			220.000	3,520.00

			PER SY				
608.0101	5.00	CY	, CONCRETE SIDEWALKS AND DRIVEWAYS				
		FOR	<u>NINE HUNDRED EIGHTY DOLLARS NO CENTS</u>			980.000	4,900.00

			PER CY				
						Carry Forward	

DLC Electric, LLC
479 State Route 40
Troy, NY 12182

CPIN		Page 3	Date	Cont	Brought Forward	
Item Number	Estimate of Quantities	Items with unit bid price written in words			Unit Bid Price	Amount Bid
608.21	3.00	SY	, EMBEDDED DETECTABLE WARNING UNITS		865.000	2,595.00
		FOR	<u>EIGHT HUNDRED SIXTY FIVE DOLLARS NO CENTS</u>			

				PER SY		
609.0401	68.00	LF	, CAST-IN-PLACE CONCRETE CURB TYPE VF6		85.000	5,780.00
		FOR	<u>EIGHTY FIVE DOLLARS NO CENTS</u>			

				PER LF		
610.1403	5.00	CY	, TOPSOIL - LAWNS		280.000	1,400.00
		FOR	<u>TWO HUNDRED EIGHTY DOLLARS NO CENTS</u>			

				PER CY		
610.1602	37.00	SY	, TURF ESTABLISHMENT - LAWNS		66.000	2,442.00
		FOR	<u>SIXTY SIX DOLLARS NO CENTS</u>			

				PER SY		
619.01	1.00	LS	, BASIC WORK ZONE TRAFFIC CONTROL		16,400.000	16,400.00
		FOR	<u>SIXTEEN THOUSAND FOUR HUNDRED DOLLARS NO CENTS</u>			

				PER LS		
					Carry Forward	

DLC Electric, LLC
479 State Route 40
Troy, NY 12182

CPIN		Page 4	Date	Cont	Brought Forward	
Item Number	Estimate of Quantities	Items with unit bid price written in words			Unit Bid Price	Amount Bid
619.1611	3.00	INTM	, MAINTAIN TRAF SIG EQUIP (REQUIREMENT A)		150.000	450.00
		FOR	<u>ONE HUNDRED FIFTY DOLLARS NO CENTS</u>			
			PER INTM			
625.01	1.00	LS	, SURVEY OPERATIONS		700.000	700.00
		FOR	<u>SEVEN HUNDRED DOLLARS NO CENTS</u>			
			PER LS			
627.5014 08	64.00	LF	, CUTTING PAVEMENT		12.000	768.00
		FOR	<u>TWELVE DOLLARS NO CENTS</u>			
			PER LF			
635.0103	110.00	LF	, CLEANING AND PREP OF PAVE SURFS - LINES		3.000	330.00
		FOR	<u>THREE DOLLARS NO CENTS</u>			
			PER LF			
637.11	5.00	MNTH	, ENGINEER'S FIELD OFFICE - TYPE 1		2,000.000	10,000.00
		FOR	<u>TWO THOUSAND DOLLARS NO CENTS</u>			
			PER MNTH			
					Carry Forward	

DLC Electric, LLC
479 State Route 40
Troy, NY 12182

			Brought Forward	
Item Number	Estimate of Quantities	Items with unit bid price written in words	Unit Bid Price	Amount Bid
645.81	1.00	EACH , TYPE A SIGN POSTS FOR <u>THREE HUNDRED DOLLARS NO CENTS</u> _____ _____ PER EACH	300.000	300.00
647.31	1.00	EACH , RELOC SIGN PANEL ASEMB SZ I UNDER 30SF FOR <u>TWO HUNDRED DOLLARS NO CENTS</u> _____ _____ PER EACH	200.000	200.00
680.5001	3.00	CY , POLE EXCAVATION AND CONCRETE FOUNDATION FOR <u>ONE THOUSAND ONE HUNDRED TWENTY DOLLARS NO CENTS</u> _____ _____ PER CY	1,120.000	3,360.00
680.510501	3.00	EACH , PULLBOX-RECT, 26 X 18 INCH, REINF CONC FOR <u>ONE THOUSAND TWO HUNDRED SIXTY DOLLARS NO CENTS</u> _____ _____ PER EACH	1,260.000	3,780.00
680.520506	90.00	LF , TRAF SIG CON, RIG PLAS, CLS 1, 2 FOR <u>TWELVE DOLLARS NO CENTS</u> _____ _____ PER LF	12.000	1,080.00
			Carry Forward	

DLC Electric, LLC
479 State Route 40
Troy, NY 12182

CPIN	Page 6	Date	Cont	Brought Forward	
Item Number	Estimate of Quantities	Items with unit bid price written in words		Unit Bid Price	Amount Bid
680.520508	5.00	LF	, TRAF SIG SON,RIG PLAS,CLS 1, 3 FOR <u>TWENTY ONE DOLLARS NO CENTS</u> _____ _____ PER LF	21.000	105.00
680.6708	2.00	EACH	, T.S. POLE - POST TOP MOUNT 8 FEET M. HT FOR <u>ONE THOUSAND THREE HUNDRED SIXTY TWO DOLLARS NO CENTS</u> _____ _____ PER EACH	1,362.000	2,724.00
680.730514	160.00	LF	, SIGNAL CABLE 5 CONDUCTORS, 14 AWG FOR <u>FIVE DOLLARS NO CENTS</u> _____ _____ PER LF	5.000	800.00
680.77000001	1.00	LS	, MODIFY TRAFFIC SIGNAL EQUIPMENT FOR <u>ONE THOUSAND DOLLARS NO CENTS</u> _____ _____ PER LS	1,000.000	1,000.00
680.813105	2.00	EACH	, PED SIG MOD-12' BI-MDL HND/MAN SYMB LED FOR <u>TWO HUNDRED TEN DOLLARS NO CENTS</u> _____ _____ PER EACH	210.000	420.00
				Carry Forward	

DLC Electric, LLC
479 State Route 40
Troy, NY 12182

CPIN		Page 7	Date	Cont	Brought Forward	
Item Number	Estimate of Quantities	Items with unit bid price written in words			Unit Bid Price	Amount Bid
680.813106	4.00	EACH , PEDSIG SECT - POLYCARB, TYPE I, 12 INCH FOR <u>FOUR HUNDRED DOLLARS NO CENTS</u> _____ _____ PER EACH			400.000	1,600.00
680.81310209	2.00	EACH , ACCESSIBLE PED SIGNAL (APS) WITHOUT POLE FOR <u>ONE THOUSAND TWO HUNDRED THIRTY DOLLARS NO CENTS</u> _____ _____ PER EACH			1,230.000	2,460.00
680.8142	2.00	EACH , PEDESTRIAN SIG POST TOP MOUNT ASSEMBLY FOR <u>TWO HUNDRED FORTY SEVEN DOLLARS NO CENTS</u> _____ _____ PER EACH			247.000	494.00
680.81500010	2.00	EACH , PEDESTRIAN COUNT-DOWN TIMER MODULE FOR <u>FOUR HUNDRED FORTY SIX DOLLARS NO CENTS</u> _____ _____ PER EACH			446.000	892.00
685.3104	528.00	LF , W Epox Refl pav Spe Str 20 mil Port Hand FOR <u>SEVENTEEN DOLLARS NO CENTS</u> _____ _____ PER LF			17.000	8,976.00
					Carry Forward	

DLC Electric, LLC
479 State Route 40
Troy, NY 12182

Brought Forward	
Unit Bid Price	Amount Bid
1.000	100.00
SUBTOTAL	
\$	107,717.20
1.000	100.00
TOTAL OR GROSS SUM WRITTEN IN WORDS ONE HUNDRED SEVEN THOUSAND EIGHT HUNDRED SEVENTEEN DOLLARS TWENTY CENTS	
\$	\$107,817.20

Item Number	Estimate of Quantities	Items with unit bid price written in words
698.04	100.00	DC , ASPHALT PRICE ADJUSTMENT FOR <u>ONE DOLLAR NO CENTS</u> _____ _____ PER DC
698.05	100.00	DC , FUEL PRICE ADJUSTMENT FOR <u>ONE DOLLAR NO CENTS</u> _____ _____ PER DC
		PLEASE BE SURE A BID IS ENTERED FOR EACH ITEM EXCEPT AS DIRECTED FOR OPTIONAL ITEMS
		TOTAL OR GROSS SUM WRITTEN IN WORDS <u>ONE HUNDRED SEVEN THOUSAND EIGHT HUNDRED SEVENTEEN DOLLARS TWENTY CENTS</u>

DLC Electric, LLC
479 State Route 40
Troy, NY 12182

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
DLC Electric, LLC _____ as Principal,
Liberty Mutual Insurance Company _____ and as Surety, are hereby held
and firmly bound unto the County of Saratoga as owner in the penal sum of Five Percent of the Amount Bid (5%) for
the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns. Signed, this 26th day of March 20 24.
The condition of the above is such that whereas the Principal has submitted to the County of Saratoga
a Certain Bid, attached hereto and hereby made a part hereof to enter in a contract in writing, to

Intersection Improvement Lake Hill Road (CR339) and Kingsley Road (CR110)
County Bid # 24-PWLHKR11-1

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulated agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept said Bid; and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set for above.

DLC Electric, LLC _____ (L. S) Liberty Mutual Insurance Company _____
Principal Surety

By: Margaret Coffie

By: Renee A. Manny
Renee A. Manny, Attorney-in-Fact

IMPORTANT - Surety companies executing bonds must be authorized to transact business in the State of New York.

Acknowledgment by Corporation

STATE OF New York

COUNTY OF Rensselaer, NY

On this 4th day of April, 2023, before me personally appeared Margaret Cioffi, to me known, who being by me duly sworn, did acknowledge and say that (s)he is the Managing Member of DLC Electric, LLC, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above County, the day and year written above.

Shelly Hansen
_____, Notary Public

State of _____
County of _____
My Commission Expires: _____



Acknowledgment by Surety

STATE OF New York

COUNTY OF Albany

On this 26th day of March, 2024, before me personally appeared Renee A. Manny, to me known, who being by me duly sworn, did acknowledge and say that she is the Attorney-in-Fact of Liberty Mutual Insurance Company, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above County, the day and year written above.

Jennifer S. Vanat
_____, Notary Public

State of _____
County of _____
My Commission Expires: _____

JENNIFER S. VANAT
Notary Public, State of New York
Qualified in Columbia County
Reg # 01VA6135808
Commission Expires Oct. 24, 2025



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208729-837024

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Audrey J. Danielsens; Casey W. Lachapelle; Christopher G. Terzian; David W. Cooper; Diane M. Peligian; Jennifer Susan Vanat; John C. Tickner; John F. Murray, Jr.; Justin Brewer; Kevin J. Garrity; Lori A. Francett; Maddalena Bucciero; Mark C. Nickel; Renee A. Manny; Tanya M. Volk; Thomas R. Tyrrell; Vikki L. LaVean

all of the city of East Greenbush state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of September, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 15th day of September, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of March, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



LIBERTY MUTUAL INSURANCE COMPANY
Financial Statement – December 31, 2022

Assets		Liabilities	
Cash and Bank Deposits	\$3,908,755,039	Unearned Premiums	\$10,133,358,204
*Bonds — U.S Government.....	3,451,999,931	Reserve for Claims and Claims Expense.....	27,953,643,316
*Other Bonds	18,862,255,155	Funds Held Under Reinsurance Treaties.....	368,610,620
*Stocks	19,372,953,698	Reserve for Dividends to Policyholders	1,379,296
Real Estate.....	190,092,373	Additional Statutory Reserve	197,278,000
Agents' Balances or Uncollected Premiums.....	7,929,876,358	Reserve for Commissions, Taxes and Other Liabilities.....	9,206,000,954
Accrued Interest and Rents	166,740,412	Total.....	\$47,860,270,390
Other Admitted Assets	15,968,062,977	Special Surplus Funds	\$195,696,103
Total Admitted Assets	<u>\$69,850,735,943</u>	Capital Stock	10,000,075
		Paid in Surplus	13,324,803,036
		Unassigned Surplus	8,459,966,339
		Surplus to Policyholders	21,990,465,553
		Total Liabilities and Surplus	<u>\$69,850,735,943</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2022, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March 2023.

TAMikolajewski

Assistant Secretary

NON-COLLUSIVE BIDDING CERTIFICATION

Section 103-d of the General Municipal Law

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and, in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by Law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor, and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

I hereby affirm under the penalties of perjury that the foregoing statements are true.

Dated: April 4, 2024.

Margaret Cioffi
Signature

Managing Member

Title

STATE OF New York)
) ss:
COUNTY OF Rensselaer)

Subscribed to and sworn before me this 4 day of April, 2024
by Margaret Cioffi (name of signer).

Shelly Hansen
Notary Public



CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the County of Saratoga from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER'S CERTIFICATION

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: April 4, 2024.

STATE OF New York)
) ss.:
 COUNTY OF Rensselaer)

The undersigned, being duly sworn, says (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

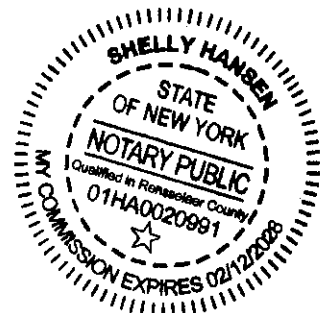
Margaret Cioffi
Signature

Margaret Cioffi
Printed Name

Managing Member
Title

Subscribed and sworn to before me this 4th
day of April, 2024.

Shelly Hansen
Notary Public



IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR
COUNTY OF SARATOGA CONTRACTORS

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the County, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

(a) The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

(b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the New York State Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or

proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The County of Saratoga may award a bid to a bidder who cannot make the certification on a case by case basis if:

(1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or

(2) The County makes a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

**CERTIFICATION OF COMPLIANCE FOR THE
PREVENTION OF SEXUAL HARASSMENT**

Pursuant to State Finance Law §139-1 of the State of New York, effective January 1, 2019, where competitive bidding is required for certain public contracts, every bid must contain the following statement affirming that the bidder has implemented a written policy addressing sexual harassment prevention and that the bidder provides annual sexual harassment prevention training, which statement must be signed by the bidder and affirmed by such bidder under the penalty of perjury:

[Please Check One]

BIDDER'S CERTIFICATION

- By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

- I am unable to certify that I, or my employer, have implemented a written policy addressing sexual harassment prevention in the workplace. The reason(s) why neither I nor my employer can make such certification is/are: _____

Dated: April 4, 20 24 .

STATE OF New York)
COUNTY OF Rensselaer) ss:

The undersigned, being duly sworn, says: (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

Margaret Cioffi
Signature

Margaret Cioffi
Printed Name

Managing Member
Title

Subscribed and sworn to before me this 4th
day of April, 20 24 .

Shelly Hansen
Notary Public



CONTRACTOR REFERENCE SHEET

All bidders must complete this form providing three (3) references of past performance. References should involve projects and or service situations of similar size and scope to this bid. References must have had dealings with the bidder within the last 36 months. The County reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the bidder before the actual award of this bid and/or contract.

BIDDER'S NAME: DLC Electric, LLC

REFERENCE NAME: See Attached

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

REFERENCE NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

REFERENCE NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

CONTRACTOR QUALIFICATION STATEMENT

1.3 If your organization is a ^{LLC} ~~corporation~~, answer the following:

- 1.3.1 Date of Incorporation: 9/2008
- 1.3.2 State of Incorporation: NY
- 1.3.3 ~~President's~~ ^{Manager} Name: Ralph Cioffi
- 1.3.4 ~~Vice President's~~ ^{Managing Member} Name(s): Margaret Cioffi
- 1.3.5 Secretary's Name:
- 1.3.6 Treasurer's Name:

1.4 If your organization is a partnership, answer the following:

- 1.4.1 Date of Organization:
- 1.4.2 Type of Partnership (if applicable):
- 1.4.3 Name(s) of General Partner(s):

1.5 If your organization is individually owned, answer the following:

- 1.5.1 Date of Organization:
- 1.5.2 Name of Owner:

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING:

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

City of Troy #E038

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

NYS

CONTRACTOR QUALIFICATION STATEMENT

3. EXPERIENCE:

3.1 List the categories of work that your organization normally performs with its own forces.

Electrical, DOT, Excavation

3.2 Claims and Suits - (if the answer to any of the questions below is yes, please attach details):

3.2.1 Has your organization ever failed to complete any work awarded to it? No

3.2.2 Are there any judgements, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers? No

3.2.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years? No

3.3 Within the last five (5) years has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (if answer is yes, please attach details) No

3.4 On a separate sheet, list major construction projects your organization has in progress giving the name of the project, owner, architect, contract amount, percent complete, and scheduled completion date.

See attached

3.4.1 State total worth of work in progress and under contract.

\$15,000,000.00

3.5 On a separate sheet, list the major projects your organization has completed in the last five (5) years, giving the name of project, owner, architect, contract amount, date of completion, and percentage of the cost of the work performed with your own forces.

See attached

3.5.1 State average annual amount of construction work performed during the past five (5) years:

\$20,000,000.00

3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization. See attached

4. REFERENCES:

4.1 Trade References:

See attached

CONTRACTOR QUALIFICATION STATEMENT

4.2 Bank References:

See attached

4.3 Surety: See attached

4.3.1 Name of bonding company:

4.3.2 Name and address of agent:

5. FINANCING:

5.1 Financial Statement: ***We will submit if low bidder

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

5.1.3 Is the attached financial statement for the identical organization named on page one?

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., partner-subsidary).

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

CONTRACTOR QUALIFICATION STATEMENT

6. SIGNATURE:

6.1 Dated 2024 this April day of 4th

Name of Organization: DLC Electric, LLC

By: Margaret Cioffi

Title: Managing Member

6.2 Margaret Cioffi being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 4th day of April, 2024

Notary Public: Shelly Hansen

My Commission Expires: 2/12/2028



VENDOR INFORMATION
FOR THE COUNTY OF SARATOGA

Please complete the following information which is necessary in order for Saratoga County to track vendor applicant information and the County's purchasing process.

Business Name DLC Electric, LLC

Address 479 State Route 40 Troy, NY 12182

Business Type (Sole Proprietorship, Corporation, LLC, etc.) LLC

Is your business a Disadvantaged Business Enterprise (DBE)? Yes No

Is your business a Minority and Women-Owned Business Enterprise (MWBE)? Yes No

Does your business have a small business status? Yes No

Any other business status, please provide information: _____

Provide the name of the Certifying Entity (ties): _____

Have you conducted business with the County before? Yes No

If the answer to the above question is NO, please provide your Federal ID Number and attach a copy of your W-9 Form. FEIN # : _____

How did you discover this Bid opportunity? _____

Do you use the Empire State Municipal Purchasing Group Website (BidNet)? Yes No

If Yes, do you find it useful (explain) or if No, why? _____

Completing the above information does not change your chances of being awarded a contract. The information collected will NOT be sold and will not be used to contact you.

Thank you.

CORPORATE BID RESOLUTION

N/A

~~For Corporate Bidders Only~~

~~RESOLVED, that _____ be authorized to sign and submit
(individual)~~

~~the bid or proposal of this corporation for the following project(s):~~

~~**Intersection Improvement Lake Hill Road (CR 339) and Kingsley Road (CR 110)**~~

~~and to include in such bid or proposal, the certificate as to non-collusion required by section 103-d of the General Municipal Law as the act and deed of such Corporation, and for any inaccuracies or misstatements in such certificates this corporate bidder shall be liable under the penalties of perjury.~~

~~*****~~

~~The foregoing is a true and correct copy of the resolution adopted by _____
(corporation)~~

~~at a meeting of its Board of Directors held on the _____ day of _____,~~

~~and is still in full force and effect on this _____ day of _____.~~

SEAL OF CORPORATION


Secretary

INDEMNITY AND INSURANCE AGREEMENT

IT IS HEREBY AGREED by DLC Electric, LLC, the CONTRACTOR, as follows:

INSURANCE
CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect him from all claims as set forth below, which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:

1. claims under workmen's compensation, disability benefit and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
5. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the County shall be filed with the County prior to commencement of the work. Saratoga County must be named and included as an additional insured under the Contractor's general liability insurance. Proof that the County has been named as an additional insured on the Contractor's general liability insurance must be provided in the form of an additional insured rider to said policy, or by other proof acceptable to the Saratoga County Attorney

The Contractor's Comprehensive General Liability Insurance and Automobile Insurance shall be in an amount not less than One Million Dollars (\$1,000,000) for injuries, including accidental death, to any one person and subject to the same limit for each person, and in an amount not less than One Million Dollars (\$1,000,000) on account of one occurrence. The Contractor's Property Damage Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000). The Contractor shall require his subcontractors to procure and to maintain during the life of his subcontract, Subcontractors' Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified hereinabove. The Contractor's and his subcontractors' Liability Insurance shall include adequate protection against the following special hazards:

Bodily Injury and Property Damage – completed job operation and/or products liability at before mentioned limits with \$1,000,000 for bodily injury and \$1,000,000 aggregate for operations, protection, contractual and products and/or completed job operations. Property Damage shall be on the broad form and shall include coverage for explosion, collapse and underground damages.

The above insurance is not, and shall not be construed as, a limitation upon CONTRACTOR's obligation to indemnify the COUNTY.

Attorney's Approval

All documents submitted shall be subject to the approval of the Saratoga County Attorney as to form and content.

HOLD HARMLESS

The CONTRACTOR shall, at all times, indemnify and save harmless the COUNTY from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, caused in whole or in part, directly or indirectly, by the acts or omissions of the CONTRACTOR, any person employed by the CONTRACTOR, its Contractors, subcontractors, materialmen, or any person directly or indirectly employed by them or any of them, while engaged in the work hereunder. This clause shall not be construed to limit, or otherwise impair, other rights or obligations of indemnity which exist in law, or in equity, for the benefit of the COUNTY.

IN WITNESS WHEREOF, the CONTRACTOR have set its hand this 4th day of April, 2024.

SIGNATURE Margaret Cioffi
NAME & TITLE Margaret Cioffi, Managing Member

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE**

ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS

EIN: 263478565

Question 3.0: List the ten most recent contracts the firm has completed. If less than ten, include most recent subcontracts on projects up to that number:						
Agency/Owner	Award Date	Amount	Date Completed	Telephone No.	Designer Architect and /or Design Engineer	EIN of JV, if applicable
1. CDTA Gateway Mobility Hub (#22-035)	10/19/2022	\$1,031,762.77	1/31/2024	(518) 728-4359	Designer Architect and /or Design Engineer Creighton Manning	
Contact Person Carver Construction - Brian Cannon						
Contract No. Electrical	Prime or Sub Prime			Joint Venture (JV) Name, if applicable		
2. Agency/Owner Green County Highway Department & Solid Waste (DLC#22-017)	Award Date 4/20/2023	Amount \$231,000.00	Date Completed 4/30/2023	Telephone No. (615) 457-5200	Designer Architect and /or Design Engineer Barton & Loguidice	
Contact Person Zach Comstock						
Contract No. Electrical	Prime or Sub Prime			Joint Venture (JV) Name, if applicable		
3. Agency/Owner CDTA - Alumni Drive (DLC#21-034)	Award Date 10/12/2021	Amount \$1,823,823.00	Date Completed 8/31/2023	Telephone No. (518) 275-0226	Designer Architect and /or Design Engineer NYS DOT	
Contact Person New Castle - Amy Bevevino						
Contract No. Alumi Dr.	Prime or Sub Sub			Joint Venture (JV) Name, if applicable		
4. Agency/Owner Coxsackie-Athen CSD (DLC#21-023)	Award Date 6/10/2021	Amount \$1,924,500.00	Date Completed 4/30/2023	Telephone No. (518) 898-9860	Designer Architect and /or Design Engineer CSArch	
Contact Person CSArch - Scott Wolf						
Contract No. Electrical	Prime or Sub Prime			Joint Venture (JV) Name, if applicable		
5. Agency/Owner Watervliet Arsenal Bldg 20 Renovations & Repairs (#22-004)	Award Date 2/2/2022	Amount \$124,150.00	Date Completed 12/30/2023	Telephone No. (518) 681-4600	Designer Architect and /or Design Engineer Watervliet Arsenal	
Contact Person John Bossalini - VMJR Companies						
Contract No. Electrical	Prime or Sub Sub			Joint Venture (JV) Name, if applicable		

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE**

ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS

EIN: 263478565

Question 3.0: List the ten most recent contracts the firm has completed. If less than ten, include most recent subcontracts on projects up to that number:						
6.	Agency/Owner New Lebanon CSD (DLC#23-029)			Award Date 6/23/2023	Amount \$117,000.00	Date Completed 1/15/2024
	Contact Person Gynthia Golding		Telephone No. (518) 479-4000	Designer Architect and /or Design Engineer MOSAIC ASSOCIATES		
	Contract No. Electrical	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
7.	Agency/Owner Siena College EM Generator (DLC#22-032)			Award Date 9/26/2022	Amount \$262,000.00	Date Completed 10/1/2023
	Contact Person Mark Frost		Telephone No. (518) 783-2577	Designer Architect and /or Design Engineer Quantum Engineering		
	Contract No. Electrical	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
8.	Agency/Owner Moe Road Multi-Use Path (DLC#22-030)			Award Date 8/19/2022	Amount \$86,386.25	Date Completed 10/1/2023
	Contact Person Lori Knapp		Telephone No. (518) 482-8954	Designer Architect and /or Design Engineer MJ Engineering		
	Contract No. Moe Road	Prime or Sub Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
9.	Agency/Owner Troy PS12 HVAC Reconstruction (DLC#22-045)			Award Date 12/22/2022	Amount \$1,149,949.00	Date Completed 9/30/2023
	Contact Person UW Marx - Jeff West		Telephone No. (518) 272-2541	Designer Architect and /or Design Engineer Mosaic Associates Architects		
	Contract No. Electrical	Prime or Sub Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
10.	Agency/Owner Northern Rivers Sane - Gym Repairs (DLC# 22-022)			Award Date 5/10/2022	Amount \$109,500.00	Date Completed 11/30/2023
	Contact Person BBL Construction		Telephone No. (518) 452-8200	Designer Architect and /or Design Engineer WCGS Architects		
	Contract No. Electrical	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE**

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

EIN: 263478565

Question 3.1: List all current uncompleted construction contracts:								
1.	Agency/Owner Cohoes Floating Solar Array (#23-055)					Award Date 1/4/2024	Completion Date 12/31/2025	
	Contact Person Elizabeth Helsel		Telephone No. (484) 778-4653	Designer Architect and /or Design Engineer Rettew Engineering and Surveying				
	Contract No. Electrical	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable		
				Total Contract Amount \$7,673,900.00	Amount Sublet to others \$600,000.00	Uncompleted Amount \$7,673,900.00		
2.	Agency/Owner National Grid Corliss Park Civil (23-050)					Award Date 11/17/2023	Completion Date 12/31/2024	
	Contact Person National Grid		Telephone No.	Designer Architect and /or Design Engineer National Grid				
	Contract No. Electrical	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable		
				Total Contract Amount \$789,260.00	Amount Sublet to others \$0.00	Uncompleted Amount \$789,260.00		
3.	Agency/Owner NYS OGS FA 45974E (DLC#23-046)					Award Date 10/16/2023	Completion Date 12/15/2024	
	Contact Person NYS OGS - Contracts		Telephone No. (518) 474-6717	Designer Architect and /or Design Engineer GHD Consulting Services Inc.				
	Contract No. 45974E	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable		
				Total Contract Amount \$3,507,330.00	Amount Sublet to others \$0.00	Uncompleted Amount \$3,314,000.00		
4.	Agency/Owner Albany County Jevvenile Center (DLC#22-042)					Award Date 12/12/2022	Completion Date 2/15/2025	
	Contact Person SMRT Architects and Engineers		Telephone No. (877) 700-7678	Designer Architect and /or Design Engineer SMRT Architects and Engineers				
	Contract No. Electrical	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable		
				Total Contract Amontt \$4,108,200.00	Amount Sublet to others \$1,007,115.00	Uncompleted Amount \$1,643,280.00		

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE**

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

EIN: 263478565

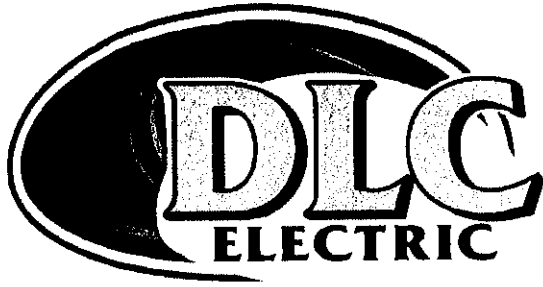
Question 3.1: List all current uncompleted construction contracts:								
5.	Agency/Owner Stanford Heights Fire House (DLC#23-007)					Award Date 2/28/2023	Completion Date 8/30/2024	
	Contact Person Aubrey Dunn		Telephone No. (518) 765-5105	Designer Architect and /or Design Engineer H2M Architects				
	Contract No. Electrical	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable		
				Total Contract Amount \$1,200,000.00	Amount Sublet to others \$9,500.00	Uncompleted Amount \$875,150.00		
6.	Agency/Owner NYS DOT - Traffic Signals Rebuild (#22-038)					Award Date 11/4/2022	Completion Date 4/30/2024	
	Contact Person NYS DOT		Telephone No. (518) 457-6195	Designer Architect and /or Design Engineer NYS DOT				
	Contract No. D2649081	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable		
				Total Contract Amount \$2,237,636.00	Amount Sublet to others \$45,000.00	Uncompleted Amount \$150,000.00		
7.	Agency/Owner City of Troy - Hill Street Improvments (DLC# 24-005)					Award Date 1/22/2024	Completion Date 12/30/2024	
	Contact Person Jeffrey Sullivan		Telephone No. (518) 374-2222	Designer Architect and /or Design Engineer Callana Industris				
	Contract No. Electrical	Prime or Sub Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable		
				Total Contract Amount \$215,255.35	Amount Sublet to others \$0.00	Uncompleted Amount \$215,255.35		
8.	Agency/Owner Shen CSD Phase 2 (DLC#23-014)					Award Date 3/23/2023	Completion Date 4/30/2024	
	Contact Person Cynthia Golding		Telephone No. (518) 479-4000	Designer Architect and /or Design Engineer MOSAIC ASSOCIATES				
	Contract No. Electrical	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable		
				Total Contract Amount \$1,852,100.00	Amount Sublet to others \$200,000.00	Uncompleted Amount \$150,000.00		

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE**

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

EIN: 263478565

Question 3.1: List all current uncompleted construction contracts:						
9.	Agency/Owner D265108 Traffic Signal Rebuild 2023 (DLC#23-047)				Award Date 11/13/2023	Completion Date 11/30/2024
	Contact Person NYS DOT - Chris Roe		Telephone No. (518) 463-8068	Designer Architect and /or Design Engineer NYS DOT		
	Contract No. Electrical	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
			Total Contract Amount \$1,398,497.10	Amount Sublet to others \$50,000.00	Uncompleted Amount \$1,300,000.00	
10.	Agency/Owner KS High Yard (DLC#23-016)				Award Date 4/17/2023	Completion Date 10/13/2025
	Contact Person John Romano		Telephone No. (518) 884-1969	Designer Architect and /or Design Engineer KAPL		
	Contract No. Electrical	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
			Total Contract Amount \$15,213,458.19	Amount Sublet to others \$4,711,600.00	Uncompleted Amount \$12,856,000.00	
Grand Total All Uncompleted Contracts					\$28,966,845.35	



DLC ELECTRIC, LLC

Tel

(518)326 • 8130 Fax (518)326 • 8132

Trade References

1. Thorpe Electrical Supply

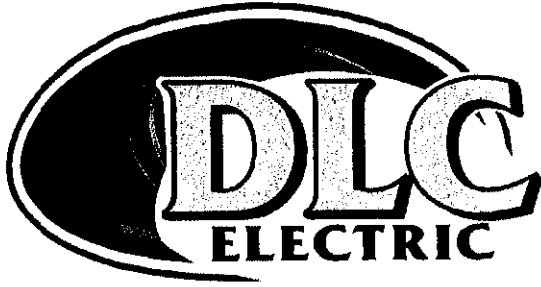
27 Washington Ave
Rensselaer, NY 12144
(518)-462-5496 (p)

2. HZ Electrical Supply

22 Wade Road
Latham, NY 12110
(518) 785-6677 (p)

3. Graybar

2 Werner Road
Halfmoon, NY
(518) 652-4600 (p)



DLC ELECTRIC, LLC

Tel (518)326 • 8130 Fax (518)326 • 8132

Banking References

1. Banking Reference:

- Pioneer Savings Bank
- 518-274-4800

2. Surety:

- NFP
- 518-244-4284

3. Financial:

- BST & Company
- 518-459-6700

Attachment B – Scope of Services

**CR 1 (Stony Creek Rd) over Wolf Creek Bridge Replacement, Bridge NY
Town of Hadley, Saratoga County**

PIN 1762.87

CPL

Contents

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

Section 1 - General

1.01 Project Description and Location

Project Name: Replacement of the CR 1 (Stony Creek Road) Bridge over Wolf Creek

PIN: 1762.87

Project Description: Replacement of the CR 1 (Stony Creek Road) Bridge over Wolf Creek in the Town of Hadley, Saratoga County, New York. The existing structure consists of a steel multi-girder superstructure with a span length of 40 feet. The superstructure rests on stub concrete abutments, which are supported by steel sheet piling. The steel fascia beams and steel sheet piling show signs of deterioration, with widespread corrosion and section loss.

Project Limits: CR 1 (Stony Creek Road), approximately 3.4 miles north of the intersection of Stony Creek Road and CR 4 (Rockwell Street).

Sponsor: Saratoga County

County: Saratoga

1.02 Project Manager

The **Sponsor's** Project Manager for this project is Greg Ball, who can be reached at (518) 885-2235.

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

Greg Ball
Deputy Commissioner, 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

This project is assumed to be a Class II action under USDOT Regulations, 23 CFR 771¹.

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
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, 8, 9 and 10.

1.05 Project Familiarization

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

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

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

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **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*.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 **Sponsor**, this task will not be performed during the suspension period.)

For the duration of this contract, the **Consultant** will prepare the NYSDOT Locally Administered Federal Aid Project Sponsor's Reimbursement Request forms (FIN 426LL, 427LL, and 428LL) on behalf of 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)*³ including the latest updates.
- If there are conflicts between local policies and procedures and those listed in the *LPM* those listed in the *LPM* take precedence.]

1.09 **Standards & Specifications**

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

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*.

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 (Control Point Associates)

- A. Ground Survey
The **Consultant** will provide terrain data required for design by means of a topographic field survey.
- B. Photogrammetric Survey
(Intentionally Left Blank)
- C. Stream Survey
The Consultant will perform field surveys necessary to provide stream cross-sections for the hydraulic analysis of the stream.
The location and width of the sections will be sufficient to satisfactorily perform a hydraulic analysis of the stream.
- D. 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.
- 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 and in accordance with local standards described in Section 10 of the SOS.

2.02 Design Mapping (Control Point Associates)

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

- 1" = 20' scale mapping.

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.

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

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

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 *NYSDOT Traffic Monitoring Standards for Contractual Agreements Manual*⁵.

2.06 Capacity Analysis

(Intentionally Left Blank)

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 (Terracon Engineering)

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.

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.

2.10 Bridges to be rehabilitated

(Intentionally Left Blank)

2.11 Pavement Evaluation

(Intentionally Left Blank)

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

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 **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 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)

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

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

- Design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the *NYS DOT Highway Design Manual*.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). 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) 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 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

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

For this project, the Design Approval Document (DAD) will be a Design Report.

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 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 (3) copies of the Draft DAD to the **Sponsor** for review. The **Sponsor** will review the Draft DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Draft DAD to incorporate the comments.

3.05 **Advisory Agency Review**

The **Consultant** will provide the **Sponsor** with (3) copies of the signed Draft DAD for distribution to advisory agencies.

The **Sponsor** will distribute the Draft 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(s) and/or Public Hearing(s)**

A Public Information Meeting(s)

The **Consultant** will assist the **Sponsor** at a maximum of (2) public information meeting(s) with advisory agencies, local officials, and citizens, at which the **Consultant** will provide visual aids and present a technical discussion of the alternatives.

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

B. Public Hearing(s)

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

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

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

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

The **Consultant** will submit (3) copies 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 **Sponsor** will submit (3) copies of the Final DAD to NYSDOT for a Final Environmental Determination. NYSDOT will make the determination or obtain FHWA's determination. If necessary, NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review.

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

Section 4 – Environmental

4.01 NEPA Classification

The **Consultant** will verify the anticipated NEPA Classification.

If the project is assumed to be a Class II action, then the **Consultant** will complete the NEPA Checklist, and forward the completed checklist to the **Sponsor** for forwarding to NYSDOT (with the Final DAD) for a final NEPA determination. The NEPA Checklist need not be completed for projects assumed to be Class I or III actions.

The Lead Agency for NEPA is the Federal Highway Administration (FHWA).

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 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 LPM website.)

4.04 Screenings and Preliminary Investigations

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

- General Ecology and Endangered Species
- Ground Water
- Surface Water
- State Wetlands
- Federal Jurisdictional Wetlands
- Floodplains
- Coastal Zone Management
- Navigable Waterways
- Historic Resources
- Parks

- Hazardous Waste
- Asbestos
- Noise
- Air Quality
- Energy
- Farmlands
- Invasive Species
- Visual Impacts
- Critical Environmental Areas
- Smart Growth
- Environmental Justice

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

4.05 Detailed Studies and Analyses

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

Detailed study or analysis work will be performed and documented as detailed in the LPM, as well as in the PDM and the TEM. 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
- I. Parks - Section 4(f) and Section 6(f) Evaluations
- J. Hazardous Waste
- K. Asbestos
- L. Noise
- M. Air Quality
- N. Energy
- O. Farmlands
- P. Invasive Species
- Q. Visual Impacts
- R. Critical Environmental Areas
- S. Smart Growth
- T. Environmental Justice

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
- Article 25 Tidal Wetlands Permit
- FHWA Executive Order 11990 Wetlands Finding
- U.S. Coast Guard Section 9 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
- Safe Drinking Water Act Section 1424(e)
- Migratory Bird Treaty Act
- Coastal Zone Consistency
- Scenic, Wild and Recreational Rivers

4.07 Public Hearing

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Section 5 - Right-of-Way (R.K. Hite & Co. unless otherwise noted)

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 (Control Point Associates)

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

5.03 Right-of-Way Mapping (Control Point Associates)

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**.

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 (CPL)

The **Consultant** will prepare the Right-of-Way Plan(s) in accordance with the LPM.

5.05 Right of Way Cost Estimates

The Consultant will provide cost estimates for the right of way to be acquired by the 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
- Additional information the Consultant and/or the Municipality deems appropriate or required

5.093 Deliver Offer

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

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

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

The Consultant will maintain a detailed diary of each substantial contact with property owner(s). The diary will be signed and dated by the person responsible for the contact. The diary entries will be on a parcel by parcel basis:

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

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

- parties contacted
- date and location of contact
- offers made [dollar amounts]
- counteroffers received
- property owner's comments
- reason(s) settlement could not be reached

5.094 Purchase Agreements

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

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

Because time is of the essence, the Municipality will provide a written response to the Consultant within 10 days of its receipt of the acquisition documents from the Consultant.

5.095 Revisions to Just Compensation

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

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

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

5.096 Administrative Settlements

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

The Municipality will have final approval to authorize administrative settlements.

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

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

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

5.097 Transfer of Title

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

5.0971 The Consultant will conduct necessary title curative work. For real property acquisitions valued at \$10,000 or less, the Consultant will clear only the possessory interest. For real property valued at greater than \$10,000, the Consultant will clear all interests in the property. Title curative work may include partial releases of mortgage, lien subordination agreements, and lien satisfactions.

5.0972 The Consultant will perform a calculation to prorate real property taxes for each fee and permanent easement acquisitions. The Municipality will pay all tax prorations over \$25.00.

5.0973 The Consultant will prepare closing documents for each acquisition. The closing documents will include a closing statement, instrument, real estate transfer tax return, and real property transfer report.

5.0974 The Consultant will deliver the title instrument(s) to the title attorney subcontracted by the Consultant for review and approval.

5.0975 The Consultant will schedule and hold the closing. Because time is of the essence, the Municipality will pay the just compensation at the time the property owner(s) signs all required closing documents. The transfer of title to the agency may also require the payment of incidental expenses by the owner, the Municipality, or the Consultant. The Municipality will pay appropriate reimbursable expenses to the property owner(s) and/or the Consultant.

5.0976 The Consultant will promptly file all deeds or conveyance documents in the County Clerk's Office.

5.098 Right of Way Certification

The Consultant will prepare the Right of Way Certificate on forms prescribed by the New York State Department of Transportation. The Municipality will sign the Right of Way Certificate.

5.10 Relocation Assistance

No services required.

5.11 Property Management

No services required.

Section 6 - Detailed Design

6.01 Preliminary Bridge Plans

A. New and Replacement Bridges

The **Consultant** will prepare and submit to the **Sponsor** a Preliminary Bridge Plan in accordance with the *NYSDOT Bridge Manual*.¹⁰ For each bridge, the **Consultant** will prepare and submit to the **Sponsor** a Structure Justification Report. The format and content of the Structure Justification Report will be as outlined in the *NYSDOT Bridge Manual*.

B. Bridge Rehabilitations

For each bridge to be rehabilitated, the **Consultant** will prepare and submit to the **Sponsor** for review a Preliminary Bridge Rehabilitation Plan, which will be sufficiently developed to:

- Show basic concepts and major details (including all existing and proposed utilities).
- Acquaint affected parties with the project and project components.
- Serve as an instrument for initial approval.
- Provide a basis for the development of final plans.

The plan should indicate maintenance and protection of traffic provisions and be accompanied by a cost estimate.

C. Selected Structural Treatment

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

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

6.02 Advance Detail Plans (ADP)

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

As part of this task the **Consultant** will prepare templated cross sections at 20-foot intervals.

Advance Detail Plans will be in accordance with Chapter 21 of the NYSDOT Highway Design Manual.¹¹

The **Consultant** will prepare and submit (3) copies of the ADP's to the **Sponsor** for review. The **Consultant** will modify the design to reflect the review of the ADP package.

¹⁰ https://www.dot.ny.gov/divisions/engineering/structures/repository/manuals/brman-usc/2011_nysdot_Br_Man_repl_pgs.pdf

¹¹ https://www.dot.ny.gov/divisions/engineering/design/dgab/hdm/hdm-repository/Chapt_21.pdf

6.03 Contract Documents

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

- Instructions to bidders.
- Bid documents.
- Contract language, including applicable federal provisions and prevailing wage rates.
- Special notes.
- Specifications.
- Plans.
- A list of supplemental information available to bidders (i.e., subsurface exploration logs, 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 *LPM*.

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 **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 LPM Appendix 10-8).

6.06 Railroads

The **Consultant** will coordinate with affected railroads and will assist the **Sponsor** in preparing all necessary Railroad Agreements.

6.07 Bridge Inventory and Load Rating Forms

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

- Inventory Update forms, per the current NYSDOT Bridge Inventory Manual for Bridge Inventory and Inspection System, reflecting all proposed physical changes resulting from construction.
- Level 2 Load Rating Data Input forms, per NYSDOT User Manual for Structural Rating Program for Bridges and current NYSDOT guidance on the "Procedure for Inventorying, Inspecting, and Level 2 Load Rating, New, Replacement and Reconstructed or Rehabilitated Bridges".

6.08 Information Transmittal

Upon completion of the contract documents, the **Consultant** will transmit to the **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 **Sponsor** will hold the public bid opening.

7.03 Award

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

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

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 **Sponsor** 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 **Sponsor** 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 **Sponsor**, 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

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

9.04 Ethics

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

9.05 Health and Safety Requirements

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

9.06 Staff Qualifications and Training

The **Consultant** must provide sufficient trained personnel to adequately and competently perform the requirements of this agreement. The **Consultant** will recommend inspectors to the Sponsor for approval prior to their assignment to the project. Resumes, proof of required certification and the proposed initial salary shall be furnished. The Sponsor 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 Sponsor.

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 Sponsor 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

Inspectors designated as the responsible person in charge of work zone traffic control must have sufficient classroom training, or a combination of classroom training and experience, to develop needed knowledge and skills. Acceptable training should consist of a formal course presented by a recognized training program which includes at least two full days of classroom training. A minimum of two days classroom training is normally required, although one day of classroom training plus responsible experience may be considered. Recognized training providers include American Traffic Safety Services Association (ATSSA), National Safety Council (NSC), Federal Highway Administration's National Highway Institute (FHWA-NHI), and accredited colleges and universities with advanced degree programs in Civil/Transportation/Traffic Engineering. Former DOT employees may be considered on the basis of at least one day of formal classroom training combined with responsible M&PT experience.

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:

North East 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.

9.07 Scope of Services/Performance Requirements

A. Quality

The Consultant will enforce the specifications and identify in a timely manner to the **Sponsor** local conditions, methods of construction, errors on the plans or defects in

the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.

B. Record Keeping & Payments to the Contractor

- 1) All records must be kept in accordance with the directions of the **Sponsor and must be consistent with the requirements of the NYSDOT Manual of Uniform Recordkeeping (MURK)**.¹² 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 Sponsor should be returned to the Sponsor 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.
- 3) Unless otherwise modified by this agreement, the **Sponsor** will check, and when **acceptable**, approve all structural **shop drawings**.
- 4) The **Consultant** must submit the final estimate of the contract to the **Sponsor** within four (4) weeks after the date of acceptance of the contract. All **project records** must be cataloged, indexed, **packaged**, and delivered to the **Sponsor** within five (5) weeks after the date of the acceptance of the contract.

Health & Safety/Work Zone Traffic Control

- 1) The **Consultant** must ensure that all inspection staff assigned to the project are knowledgeable concerning the health and safety requirements of the contract per **Sponsor** policy, procedures and specifications and adhere to all standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety, and to ensure they are prepared to recognize and address any contractor oversight or disregard of project safety requirements.
- 2) The **Consultant** is responsible for monitoring the Contractor's and Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of the contract.

Monitoring Equal Opportunity/Labor Requirements

¹² <https://www.dot.ny.gov/main/business-center/contractors/construction-division/forms-manuals-computer-applications-general-information>

The **Consultant** must assign to one individual the responsibility of monitoring the Contractor's adherence to Equal Opportunity and Labor requirements contained in the contract. When monitoring the Contractor's Equal Opportunity and Labor compliance, the Consultant, will utilize the guidance contained in the contract, standard specifications and the **Sponsor's** policies. The Consultant is also to input required disadvantaged business enterprise (DBE) information into the NYSDOT maintained Equitable Business Opportunities (EBO) database¹³.

¹³ <https://www.dot.ny.gov/dotapp/ebo>

Section 10 - Estimating and Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- Section 1 Estimate **8** meetings during the life of this agreement.
- Estimate **24** 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.
- Survey Limits 500' east and west of the existing bridge; 150' bandwidth at the bridge and for a length of 150' along each approach; 75' bandwidth for remaining limit.
- Assume **13** cross sections for hydraulic analysis
- Assume **1** day for supplemental survey.
- Estimate **2** accidents will require analysis.
- Estimate **no** capacity analyses will be required.
- Estimate 4 soil borings will be taken.
- Section 3 Estimate **2** concepts will be evaluated.
- Estimate **2** design alternative(s) will be analyzed in addition to the null alternative.
- Estimate **2** cost estimate(s) plus **1** updates will be required.
- Section 4 Estimate **4** permits will be required.
- Section 5 Estimate **4** properties will require title searches.
- Estimate **4** ROW maps will be required.
- Estimate **4** property acquisitions will be required.
- Section 6 Estimate **1** cost estimate plus **1** updates will be required.
- Estimate **1** bridge will be replaced and **none** will be rehabilitated.
- Estimate **3** utility companies and **1** railroad agency will be affected.
- Section 7 Assume electronic copies of the final contract bid documents will be provided to prospective bidders.

Estimate advertisements will be placed in **2** publications in addition to the NYS Contract Reporter.

Section 8 Estimate 3 requests that require effort will be made during the construction phase of the project. Assumed level of effort for each request includes on-site field reconnaissance (4 hours), change analysis (2 hours), interpretation and clarification of concepts (2 hours), and field change sheets (2 hours engineering + 2 hours drafting).

Section 9 Construction Inspection will include but not be limited to:

- Providing on-site construction inspection and oversight to ensure the quality of construction and conformity with the final plans and specifications.
- Preparation of as-built plans.
- Project closeout.

Assume 1 full-time Resident Engineer (NICET Level IV or equivalent) for 24 weeks, with part-time support (2 days per week) from an inspector/office engineer.

10.02 Technical Assumptions

Section 1

Major items of work include:

- Bridge replacement
- Associated approach roadway work
- Work zone traffic control
- Right of Way incidentals and acquisition

Preliminary Project Schedule:

- Notice to Proceed November 2023
- Design Approval August 2024
- PS&E December 2024
- Letting February 2025
- Construction Completion September 2025

Section 2

2.04 Assume preparation of collision diagrams & associated summary sheets will not be necessary for accident analysis.

2.05 Assume that the traffic counts from recent bridge inspection reports and population growth data will be utilized to perform traffic counts and determine growth rates. Assume preparation of flow diagrams from traffic counts will not be necessary.

- 2.07 Assume that there are no present or future plans for roadway reconstruction, which will impact the design or construction of this project.
- 2.11 Assume Pavement Evaluation work will not be necessary.

Section 3

Assume the following alternatives will be considered:

- Null Alternative
- Rehabilitation Alternative
- Replacement Alternative (assumed preferred alternative)

Assume public involvement will be limited to public participation in (2) public informational meetings in addition to addressing comments received from those meetings. Assume no additional design alternatives will need to be considered as a result of public comments.

Section 4

Assume the bridge is not and will not be considered for the National Historical Register. **Consultant** involvement with SHPO will be limited to one request made to SHPO for determination of Historical Significance.

Cultural Resource screening will be reviewed by NYSDOT prior to submittal to appropriate agencies.

Assume the project will result in less than 1 acre of disturbance and a SPDES General Permit for Stormwater Discharges from Construction Activity (GP-0-15-002) will not be required. A stormwater analysis for post-construction quality or quantity controls will not be required.

Hazardous waste, lead and asbestos will not be identified during the screenings.

Assume that none of the evaluated alternatives will impact general ecology / endangered species, ground water, navigable waters, historic resources, parks, farmland, noise levels, air quality, energy use, or visual quality. Hazardous waste, lead and asbestos will not be identified during the screenings.

Section 5

Assume 4 separate properties with 4 separate and distinct owners will be impacted by the project.

Assume 4 acquisitions will be valued less than or equal to \$10,000.

Assume all recording fees will be waived by the Saratoga County Clerk.

Section 6

The **Sponsor** will provide contract language boiler plate for the contract documents. Federal funding language will be inserted to complement the **Sponsor's** standard contract language.

Section 7

Assume that low bidder verification will be limited to checking government web sites (OSHANYS Labor Dept, etc.) for fine history or prohibitions.