

**Architectural/ Engineering
Consultant Supplemental Agreement No. 1**

PIN (s) 1132.16 Municipal Contract No. _____

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

County of Albany, NY
(municipal corporation)

having its principal office at **112 State Street, Albany, NY 12207** (to be known
throughout this document as the "**Sponsor**")

and

CHA Consulting, Inc. with its office at **3 Winners Circle, Albany, NY 12205** (to be
known throughout this document as the "**Consultant**")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this contract as **New Karner Road (NY 155 & CR 157), from US 20 to Watervliet Shaker Road Corridor Improvements** (as described in detail in Attachment A annexed hereto, the "Project") the Sponsor has sought to engage the services of a Consultant Engineer) to perform the scope of services described in Attachment B annexed hereto; and

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

WHEREAS, **Daniel McCoy, Albany County Executive**, is authorized to enter this Contract on behalf of the Sponsor,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS CONTRACT

This contract consists of the following:

- **Agreement Form** - this document titled "Architectural/Engineering Consultant Contract";
- **Attachment "A"** - Project Description and Funding;
- **Attachment "B"** – Scope of Services;
- **Attachment "C"** – Staffing Rates, Hours, Reimbursables and Fee.

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

Except as herein modified, the Original Agreement dated June 2, 2022, including any amendments or revisions thereto not modified, remains in full force and effect.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

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

(Continued next page)

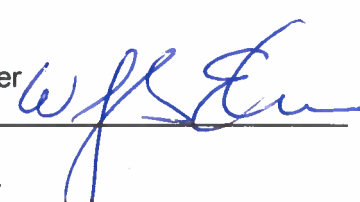
3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/AMT or %	INTERIM PAYMENTS
Item I	<ul style="list-style-type: none"> ○ Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Contract, plus properly allocable partial salaries of all persons working part-time on this PROJECT. ○ The cost of Principals', Officers', and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Sponsor. ○ If, within the term of this Contract, any direct salary rates are paid more than the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance. 	<ul style="list-style-type: none"> ○ Actual cost incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative. ○ Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Contract, all subject to audit. ○ Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Sponsor. 	<ul style="list-style-type: none"> ○ The CONSULTANT shall be paid in monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C. ○ Bills are subject to approval of the Sponsor and Sponsor's Representative.

3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/AMT or %	INTERIM PAYMENTS
Item II	Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Contract; all subject to audit.	All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.	
Item III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor.	Salvage value	
Item IV	<ul style="list-style-type: none"> ○ Overhead Allowance based on actual allowable expenses incurred during the term of this Contract, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations (FAR), sub-part 1-31.2 as modified by sub-part 1-31.105, and applicable policies and guidelines of the Sponsor, NYSDOT and FHWA. ○ For the purpose of this Contract, an accounting period shall be the CONSULTANT's fiscal year. An audit of the 	<ul style="list-style-type: none"> ○ The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE and shall be a FAR compliant rate initially established as 138% (office) and 112% (field) for estimating purposes. 	

3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/AMT or %	INTERIM PAYMENTS
	accounting records of the CONSULTANT shall be made by the Sponsor for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this Item.		
Item V	<ul style="list-style-type: none"> ○ Negotiated Lump Sum Fixed Fee. ○ Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity, or character of the work to be performed. 	<ul style="list-style-type: none"> ○ A negotiated Lump Sum Fee which in this CONTRACT shall equal <u>\$36,300.</u> 	
Item VI	The Maximum Amount Payable under this Contract including Fixed Fees unless this contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	Maximum Amount Payable under this Method shall be <u>\$492,000.</u>	

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

Reference: Sponsor Contract # _____

Sponsor	Consultant
by: _____	by: Wesley S. Ecker 
Date: _____	Date: April 8, 2024

Sponsor

STATE OF NEW YORK

COUNTY OF Albany ss:

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

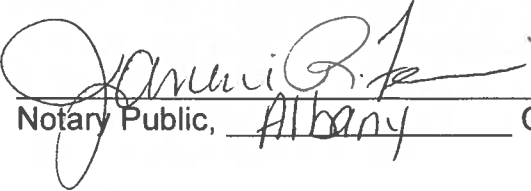
Notary Public, _____ County, N.Y.

CHA Consulting, Inc.

STATE OF NEW YORK

COUNTY OF Albany ss:

On this 8th day of April, 2024, **Wesley S. Ecker** came before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the **Town of Wilton, New York**; that he/she is the **Sr. Vice President of CHA Consulting, Inc.**, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Sponsor.



Notary Public, Albany County, N.Y.

JANINE R. FERRIS
Notary Public, State of New York
No. 01FE6032823
Qualified in Albany County
Commission Expires No. 8, 2025

Attachment A

**Architectural/ Engineering Consultant Contract
Project Description and Funding**

Attachment A

**Architectural/ Engineering Consultant Contract
Project Description and Funding**

PINs: 1132.16

Term of Agreement Ends: December 31, 2026

- Main Agreement
- Amendment to Contract
- Supplement to Contract

Phase of Project Consultant to work on:

- P.E./Design
- ROW Incidentals
- ROW Acquisition
- Construction

Dates or term of Consultant Performance:

Start Date: March 1, 2022

Finish Date: December 31, 2026

PROJECT DESCRIPTION:

The project is located at New Karner Road (NY 155 & CR 157) from US 20 to Watervliet Shaker Road in the Town of Guilderland, City of Albany and Town of Colonie, Albany County. The project will address pavement condition, safety, delays, and ADA and multi-modal accessibility provisions where practical. Four ROW acquisitions are anticipated. The Project may also include the implementation of a 2-lane roundabout at the New Karner Rd/Washington Ave Extension intersection. Construction is expected to commence in 2025.

Project Location:

Albany County, Town of Guilderland, City of Albany and Town of Colonie: New Karner Road (NY 155 & CR 157) from US 20 to Watervliet Shaker Road.

Consultant Work Type(s): See Attachment B for more detailed Scope of Services.

MAXIMUM AMOUNT OF ADDITIONAL FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS SUPPLEMENTAL AGREEMENT (No. 1) FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:

\$492,000.00

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THE ORIGINAL CONTRACT AND SUPPLEMENTAL AGREEMENTS FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A:

\$1,142,000.00

Attachment B

Scope of Services

Attachment B

**New Karner Road (NY 155 & CR 157)
US 20 to Watervliet Shaker Road Corridor Improvements
Albany County
PIN 1132.16
CHA No. 73336**

**Scope of Services
Supplemental Agreement No. 1**

EXECUTIVE SUMMARY

This Scope of Services for this Change Order is for extra work associated with changes to the scope of work originally assumed for this project. Based on the currently-proposed design alternative, CHA's preliminary and final design efforts include extra work for:

- The design of a new two lane roundabout at New Karner Road and Washington Ave Ext.
- Additional Survey at New Karner Road and Washington Ave Ext.
- ROW Survey at New Karner Road and Washington Ave Ext, New Karner Road and Albany St, and New Karner Road and Central Ave.
- ROW Incidentals and Acquisition for five (5) properties.
- Adding 5 ROW Acquisitions Maps.
- Additional Traffic studies for the intersection of New Karner Road and Washington Ave Ext.
- Additional environmental studies for the intersection of New Karner Road and Washington Ave Ext.
- Additional soil borings for stormwater design.

The scope tasks included in this Change Order include:

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 10	Estimating & Technical Assumptions

The work associated with these items is more fully described in the following sections (section numbers correspond to the NYSDOT base Task List).

Section 1 - General

1.01 Project Description and Location

Project Name: **New Karner Road (NY 155 & CR 157) from US 20 to Watervliet Shaker Road Corridor Improvements**

PIN: **1132.16**

Project Description: The project will address pavement condition, safety, delays, and ADA and multi-modal accessibility provisions where practical.

Project Limits: US 20 to Watervliet Shaker Road

Sponsor: Albany County

City, Town: Town of Guilderland, City of Albany and Town of Colonie

County(ies): Albany

1.02 Project Manager

The **Sponsor's** Project Manager for this project is Bill Anslow, who can be reached at (518) 765-2786.

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

William A. Anslow
Albany County Dept. of Public Works
449 New Salem Road
Voorheesville, NY 12186-4826

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

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.
- Record as-built plans.
- Pavement history.
- 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 the review of project documents, advisory agency review, and coordination with other agencies.
- Preview visual aids for public meetings.
- Manage subconsultants and subcontractors.

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

Section 2 - Data Collection and Analysis

2.01 Design Survey – *To be provide by subconsultant, Ryan Biggs Clark Davis*

- A. Ground Survey
The **Consultant** will provide terrain data required for design by means of a topographic field survey. This ground survey shall conform to Section 21.3.1 of the Highway Design Manual.
- B. Photogrammetric Survey – *Intentionally Left Blank*
- C. Stream Survey– *Intentionally Left Blank*
- 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
The survey will be done in accordance with the standards set forth in the [NYS DOT Land Surveying Standards and Procedures Manual](#)¹ Chapter 5 of the Highway Design Manual, and the CADD Standards & Procedure Manual, except as modified by specific requirements of the **Sponsor**.

2.02 Design Mapping – *To be provide by subconsultant, Ryan Biggs Clark Davis*

- A. The **Consultant** will provide base mapping conforming to Section 21.3.1 of the Highway Design Manual. This mapping shall incorporate the design survey data obtained under Section 2.01. All mapping shall be created and produced within the current version of Microstation (by Bentley Systems, Inc.), and the resultant file formats shall be “DGN” (file translations are not acceptable). All CADD files shall conform to the naming, format, and metadata requirements of the CADD Standards and Procedure Manual.

The **Consultant** will provide the following:

- All base mapping shall be 1 inch = 20 feet scale if printed full size (drawing on 22”x34” paper) with 1’ contour intervals. Base mapping shall be 1 inch = 40 feet scale for half size (11”x17” paper).
- Digital Terrain Model (DTM) for the project – all DTM’s including associated coordinate databases shall be delivered in InRoads ‘DTM’ and ‘ALG’ formats, and shall be feature based as outlined in Section 21.3.1 of the Highway Design Manual.
- Locate all planimetric features within the survey limits.

¹ <https://www.dot.ny.gov/divisions/engineering/design/design-services/land-survey/repository/LSSPM09.pdf>

- Locate above ground and underground utilities that includes water valves, hydrants, gas valves, manholes, poles, etc.
- Drainage system, including size and type of structures and pipes and their invert and rim elevations.
- Existing ROW, property lines, and property owners within the project limits to be included in the base mapping.

B. 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.

- Number, width, type and locations of travel lanes
- Shoulder widths and types
- Location of curbed sections
- Width of clear zone
- Intersection geometry and conditions
- Condition and adequacy of guiderail
- Location of traffic control features and their conformity with the latest guideline
- Provisions for pedestrians and bicyclists
- Adequacy of drainage facilities

A table format for the above information is recommended; a plan or typical section may be used where appropriate.

2.05 Traffic Counts

The **Consultant** will provide traffic count data for existing conditions, growth factors for forecasting, and forecast data, in accordance with the requirements noted in the [*NYS DOT Traffic Monitoring Standards for Contractual Agreements Manual*](#)².

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

² <https://www.dot.ny.gov/divisions/engineering/technical-services/hds-respository/Traffic%20Monitoring%20Standards%20for%20Contractual%20Agreements.rtf>

2.06 Capacity Analysis

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

- Existing level of service.
- Design year level of service.
- Estimates of the duration of the poor level of service where it occurs during commuter travel periods.

2.08 Soil Investigations

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

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](#)³

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

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

3.03 Cost Estimates

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

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

3.04 Preparation of Draft Design Approval Document

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

³ <https://www.dot.ny.gov/divisions/engineering/design/dgab/pdm>

Section 4 – Environmental

To be provided by Sub-consultant, OSPA Engineering Services, PC

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 NYS DOT (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.

4.04 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 4.04, the **Consultant** will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the **Sponsor** must concur with the **Consultant's** determination.

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

The following Detailed Studies are assumed (From Section 4.04):

A. Surface Water

Stormwater Management and Erosion and Sediment Control

The Consultant shall identify drainage basins existing within or adjacent to the project site. Using this and the surface water information obtained, the Consultant shall determine how the existing soils, vegetation, topography, climate, and seasonal nature of the proposed construction may affect the potential for erosion and sedimentation.

For each design alternative, the Consultant shall assess potential sources of surface water pollution from construction activities and from motor vehicle use of the completed project.

The Consultant shall assess temporary measures and practices that may be used to avoid or minimize and control soil erosion, sedimentation, and surface water pollution during and after construction. Upon the selection of the preferred alternative, the Consultant will prepare the Erosion and Sediment Control Plans and Details.

The Consultant shall determine whether a SPDES or NPDES Permit will be required. It is assumed that a permit will be required.

We assume that application of NYSDEC technical standards is feasible.

It is assumed that Water Quality and/or Water Quantity control will be required. Upon the selection of a preferred alternative, the Consultant will prepare a full SWPPP for the proposed project.

B. State Wetlands

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

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

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

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

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

C. Federal Wetlands

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

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

Consultant will submit documentation establishing these credentials to the **Municipality** for information prior to performing the wetland field delineation.

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

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

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

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

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

Wetland Map and Delineation Report

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

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

- site ecology.
- methodology employed and sampling results.
- wetland characteristics.

- rationale for determination of wetland boundaries.
- nature of wetland impacts, including loss of wetland functions and benefits.
- avoidance, minimization of harm, and mitigation measures to compensate for impacts.
- results and conclusions.

Attachments will include:

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

D. Section 106 Project Submittal Package (A Phase 1A/1B is NOT required)

E. Endangered & Threaten Species Submission

4.06 Permits and Approvals

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

- NYSDEC State Pollution Discharge Elimination System (SPDES) Permit
- OPRHP Determination or NYSDOT Finding for OPRHP
- NYSDOT Concurrence for NEPA

Section 5 - Right-of-Way

To be provided by Sub-consultant, R. K. Hite & Associates

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- *Intentionally Left Blank*

5.03 Right-of-Way Mapping - *Intentionally Left Blank*

5.04 Right-of-Way Plan - *Intentionally Left Blank*

5.05 Right-of-Way Cost Estimates

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

5.06 Public Hearings/Meetings - *Intentionally Left Blank*

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 - *Intentionally Left Blank*

5.11 Property Management - *Intentionally Left Blank*

Section 6 - Detailed Design

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 50ft intervals.

Advance Detail Plans will be in accordance with [Chapter 21 of the NYSDOT Highway Design Manual](#).⁴

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.

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.

⁴ https://www.dot.ny.gov/divisions/engineering/design/dqab/hdm/hdm-repository/Chapt_21.pdf

6.05 Utilities

The Consultant will coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances. All utility owners, both private and public, will be requested to provide locations of all their underground utilities within the project corridor. Location information received from the utility owners will be analyzed for potential conflicts with proposed construction activities. All utilities will be shown on the plans. All information received from the utility owners regarding their on-site facilities will be compiled and provided to the **Sponsor** for their records.

The **Consultant** will prepare any necessary Utility Agreements for **Sponsor** signature. Any agreements containing reimbursable relocations must be approved and signed by the Design Support Section of the NYSDOT Design Quality Assurance Bureau (see PLAFAP Manual Appendix 10-8).

Section 10 - Estimating and Technical Assumptions

[NOTE: Use this section to list all pertinent information to help define the work to be performed by the Consultant. A list of assumptions has been included, but this list should not be viewed as an all-inclusive list or as a limit as to what can/should be included. Once the Scope of Services is prepared, and agreed upon and understood by both the Consultant and the Sponsor, effort (hours) and cost negotiations can be completed.]

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

Section 1 Estimate additional 8 design meetings during the life of this agreement

Section 2 Estimate 11 test borings will be taken.

Section 3 Estimate 2 concepts will be evaluated.

Section 4 Estimate 1 permit will be required.

Estimate wetlands within 100 feet of the proposed corridor will be delineated.

Estimate 0 asbestos samples will be taken

Estimate 0 lead paint samples will be taken.

Estimate hazardous waste evaluation will be limited to a Phase 1, no borings will be required.

No wetlands permitting or mitigation design will be required.

A Phase 1A/1B Archeology study will not be required.

Biological assessments will not be required

Section 5

5.011 Estimate 1 meeting(s) with the Municipality.

5.0121 Estimate 0 temporary easement title search

5.0122 Estimate 5 last owner title searches

5.0123 Estimate 0 20 year title searches

5.0124 Estimate 0 full abstracts.

- 5.0131 Estimate **5** last owner title certifications.
- 5.0132 Estimate **0** 20 year title certifications.
- 5.0133 Estimate **0** full abstract certifications.
- 5.03 Estimate **5** acquisition map reviews.
- 5.05 Estimate **2** right of way cost estimate(s).
- 5.061 Estimate **0** Informational Meetings
- 5.062 Estimate **0** EDPL Public Hearings
- 5.071 Estimate **5** Preliminary Property Owner Interviews.
- 5.0721 Estimate **5** Limited Appraisal Reports.
- 5.0722 Estimate **0** Full Take Appraisal Reports.
- 5.0723 Estimate **0** Before & After (land only) Appraisal Reports.
- 5.0724 Estimate **0** Before & After Appraisal Reports.
- 5.0725 Estimate **0** properties requiring two independent appraisal reports.
- 5.08 Estimate **5** appraisal reviews.
- 5.09 Estimate **1** meetings with the Municipality.
- 5.092 Estimate **5** offer packages.
- 5.093 Estimate **3** negotiation contacts per property owner.
- 5.095 Estimate **1** revisions to Just Compensation
- 5.096 Estimate **0** Administrative Settlements.
- 5.0971 Estimate **0** partial release(s) of mortgage.
- Estimate **0** Lien subordination agreements.
- Estimate **0** Lien satisfactions.
- Estimate **2** miscellaneous title curative issues.
- 5.0972 Estimate **5** property tax proration calculations.
- 5.0973 Estimate **5** closing packages.
- 5.098 Estimate **1** right of way certificates.

10.02 Technical Assumptions

Section 2

- Assume additional topographic survey only required for the intersection of New Karner Road and Washington Ave Extension.
- Assume ROW survey only required for the intersection of New Karner Road and Washington Ave Extension, Intersection of New Karner Road and Albany St, Intersection of New Karner Road and Central Ave and the east side of New Karner Road between Albany St and Central Ave.
- Assume turning movement count data will be collected by CHA at the following intersections:
 - i) New Karner Road (NY 155) at Albany Street - typical weekday counts (Tuesday, Wednesday, or Thursday) from 7 am to 10 am and 4 pm to 7 pm.
 - ii) New Karner Road (NY 155) at Corporate Circle - typical weekday counts (Tuesday, Wednesday, or Thursday) from 7 am to 10 am and 4 pm to 7 pm.
 - iii) New Karner Road (NY 155) at Madison Avenue Extension/Washington Avenue Extension - typical weekday counts (Tuesday, Wednesday, or Thursday) from 7 am to 10 am and 4 pm to 7 pm.
- Additional traffic data collection for VISSIM calibration and analysis at New Karner Road (NY 155) and Madison Avenue Extension/Washington Avenue Extension Intersection:
 - i) Site observations and video recordings for AM and PM peak hours
 - ii) Review of field videos and data collection/reduction for existing delays, queues, throughput by movement for AM and PM peak hours
 - iii) Comparison of 2023 data collected with TMC data collected in 2022
- CHA will provide ETC+20 traffic volume figures (AM and PM peak hours) for the intersection of New Karner Road (NY 155) and Madison Avenue Extension/Washington Avenue Extension.
- The following additional capacity analysis will be performed for the project only for the intersection of New Karner Road at Madison Avenue Extension/Washington Avenue Extension:

Synchro Analysis:

- i. No-Build ETC+20 AM and PM peak hour
- ii. Alternative 1 ETC+20 AM and PM peak hour
- iii. Alternative 1A ETC+20 AM and PM peak hour
- iv. DLT without slip Lane ETC+20 AM and PM peak hour
- v. DLT with slip lane ETC+20 AM and PM peak hour

SIDRA Analysis:

- i. Alternative 2/Roundabout Alternative ETC+20 AM and PM peak hour

VISSIM Analysis:

- i. Existing Conditions AM and PM peak hour including model calibration
- ii. Roundabout ETC+20 AM and PM peak hour
- iii. DLT with slip ETC+20 AM and PM peak hour
- iv. DLT without slip lane ETC+20 AM and PM peak hour

VISSIM videos, tables, graphics for presentation to NYSDOT will be prepared for the following scenarios:

- i. Existing Conditions AM and PM peak hour
 - ii. Roundabout ETC+20 AM and PM peak hour
 - iii. DLT with slip ETC+20 AM and PM peak hour
 - iv. DLT without slip lane ETC+20 AM and PM peak hour
- Perform 11 test borings to a depth of up to 10 feet. Standard Penetration Testing (SPT) with split-spoon soil sampling will be performed continuously to a depth of 10 feet. The drilling contractor will install one infiltration casing per boring at a depth not to exceed 5 feet. Boreholes will be backfilled with soil cuttings upon completion of drilling and infiltration testing.
 - No special drilling, sampling, handling and disposal procedures will be required for contaminated materials.
 - For estimating purposes, assume Work Zone Traffic Control consisting of two flag persons, signs and cones, as shown on NYSDOT Standard Sheet 619-60, will be sufficient.
 - The drilling subcontractor will contact Dig Safely New York prior to the field work and all underground utilities will be marked through this process. CHA and our subcontractors are not responsible for damage to unmarked utilities resulting from the work described herein.
 - Sufficient subsurface information will be obtained within the exploration depths estimated.
 - Soil and rock samples will be retained until completion of construction or for a period of 2 years from the date they are obtained, whichever occurs first. CHA will alternatively release samples to the Client prior to warehousing at their request.

Section 3

- Assume evaluation of curbed roadway sections/closed drainage at New Karner Road and Washington Ave Extension only.
- Assume preliminary design of a new 2 lane roundabout at New Karner Road and Washington Ave Extension.
- Assume Design Approval Document will be PSR/FDR.
- Additional 3 meetings to discuss alternatives for the intersection of New Karner Road at Madison Avenue Extension/Washington Avenue Extension

Section 4

- Environmental impact evaluations for the Washington Ave Extension/New Karner Road intersection:
 - There will be no impacts that require permitting/property acquisition involving the Pine Bush Preserve.
 - A wetland delineation will be performed - if a jurisdictional determination is required it will be a preliminary jurisdictional determination.
 - No wetland permits will be required.
 - The SWPPP will be a full SWPPP with water quality/quantity control and erosion and sediment controls.
 - A Project Submittal Package and Endangered and Threaten Species review package will be prepared for the proposed project.
 - Hazardous waste investigation will be limited to a screening and review of other recent studies within the proposed project area. Sampling and testing are not included.
 - Assume detailed air and noise studies will not be required.
 - Infiltration testing and documentation of the resulting subsurface information is not included.
 - Asbestos and lead sampling will not be required.
 - A Phase 1A/1B archeological investigation and/or historic resources evaluation will not be required.

Section 5

- Assume 5 properties with separate and distinct owners will be impacted by the project.
- Assume 2 acquisitions will be fee interests.
- Assume 1 acquisition will be PE interest.

- Assume 2 acquisitions will be TE interests.
- Assume all acquisitions will be valued less than or equal to \$10,000.

Section 6

- Assume staged construction of Roundabout – no detour
- Assume lighting design at Roundabout
- Assume design of stormwater management basin addressing stormwater quality and quantity
- Assume landscaping in center of Roundabout to be simple landscaping consisting of bushes and trees.
- Assume no decorative signs, lawn sprinklers and electrical outlets for roundabout.

Ryan Biggs Clark Davis

Fee for Sections 2.01 & 2.02 - Survey & Mapping Services



August 23, 2023

Brian Healey, PE
Project Manager
CHA Companies
III Winners Circle
Albany, NY 12205

**Re: New Karner Road Highway Improvement Project
Additional Topographic Survey and Mapping
Right of Way Survey and Mapping
Ryan Biggs | Clark Davis 13258**

Dear Brian:

We are pleased to offer this proposal for land surveying services in connection with site improvements for New Karner Road.

Ryan Biggs | Clark Davis Engineering & Surveying, D.P.C., (Ryan Biggs | Clark Davis) and CHA Consulting, Inc. (Client) agree as set forth below.

A. SCOPE OF SERVICES: ADDITIONAL TOPOGRAPHIC SURVEY

The scope of services provided by Ryan Biggs | Clark Davis will be as follows:

1. Perform additional topographic survey of the project area at the intersection of New Karner Road and Washington Avenue Extension.
2. Client to obtain existing site information, including Tax Mapping in CAD format, topographic surveys, boundary surveys, construction as-builts, and previous site design plans and details and provide to our office prior to the commencement of survey work.
3. Add the new survey information to the existing Topographic Base Map of the survey showing any visible improvements within the survey limits, if accessible for location.
4. Contour interval will be one (1) foot.
5. Highway and property lines will be shown at Tax Map level accuracy.
6. Reference is herein made to the Project Limits Sketch.

B. SCOPE OF SERVICES: ACQUISITION SURVEY AND MAPPING

The scope of services provided by Ryan Biggs | Clark Davis will be as follows:

1. Copy and review the deeds and maps of record to the parcels to be surveyed and to the immediate neighbors to determine the best written description for the property.
2. Conduct a field survey to locate called for and/or existing evidence relating the written record to the actual property.
3. Perform office computations to determine the location of the property/R.O.W. lines.
4. Draft up to five (5) acquisition maps.

The following services are not included in Ryan Biggs | Clark Davis' proposed fee. If requested, Ryan Biggs | Clark Davis can be retained to provide additional scope items as noted in the Additional Services section of the Terms and Conditions.

1. Conduct a Level A or B Utility Location (Underground utility location).
2. Wetland delineation, survey location and mapping.
3. Provide Geotechnical testing and engineering services.
4. Attendance at town planning, zoning board meetings, and completion of forms and applications are not included in the estimated fee and will be billed as time and materials according to the attached rate schedule if requested.

B. COMPENSATION FOR PROFESSIONAL SERVICES

Ryan Biggs | Clark Davis will perform the listed services for:

Service Requested	Fee	Accepted
Additional Topo Survey	\$30,000	
Acquisition Surveys	\$31,500	
Acquisition Mapping	\$12,000	

C. COMPENSATION FOR EXPENSES

Reimbursable expenses incurred by Ryan Biggs | Clark Davis for the project are included in the fee.

D. TERMS AND CONDITIONS

1. Billing and Payment

- a. Invoices will be sent monthly.
- b. Payment shall be mailed to:
Ryan Biggs | Clark Davis Engineering & Surveying, D.P.C., 257 Ushers Road, Clifton Park, New York 12065.
- c. Client will pay Ryan Biggs | Clark Davis the full amount of each invoice within 10 days of receiving payment from their client on invoices which include fees for work performed by Ryan Biggs | Clark Davis.
- d. After 90 days, interest charges will be added to unpaid accounts at a monthly rate of 1 percent of the unpaid balance and accrued monthly until account is paid in full.
- d. If the Client fails to make payments to Ryan Biggs | Clark Davis in accordance with this agreement, such failure shall be considered substantial nonperformance and cause for termination, or at Ryan Biggs | Clark Davis' option, cause for suspension of performance of services under this agreement. If services are suspended, Ryan Biggs | Clark Davis shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, Ryan Biggs | Clark Davis shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of Ryan Biggs | Clark Davis' services. Ryan Biggs | Clark Davis' fees for the remaining services and the time schedules shall be equitably adjusted.

2. Standard Hourly Rates

- a. Ryan Biggs | Clark Davis' current rates are as follows:

<u>Personnel</u>	<u>Hourly Rates</u>
Principal/Principal Consultant	\$260
Principal Associate	220
Senior Associate	200
Associate	180
Senior Engineer	160
Chief Surveyor	140
Professional/Restoration Engineer	140
Design Engineer II	125
Design Engineer I	115
Designer II	120
Designer I	100
Technician	100
Non-Technical	55

- b. After 6 months, the hourly rates may increase at the discretion of Ryan Biggs | Clark Davis and may increase annually thereafter.
- c. Current Prevailing Wage Rates for Albany County will be paid for field time.

3. Additional Services

- a. Services not indicated, or which are subsequently requested, either verbally or in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or an hourly basis at rates in effect at the time the services are performed, plus reimbursable expenses as previously defined.
- b. If the resolution of Contractor errors or omissions requires additional time by Ryan Biggs | Clark Davis, this will be considered additional services.
- c. Surveying services requested to modify the Contract Documents in order to bring the construction cost within a budget limitation established by the Client will be considered additional services.

4. Client's Responsibilities

Client shall make available to Ryan Biggs | Clark Davis all records and data pertinent to the project and will give all reasonable assistance to Ryan Biggs | Clark Davis in obtaining such additional information as may be required. Client shall provide access to and make all provisions for Ryan Biggs | Clark Davis to enter upon public and private lands as required by Ryan Biggs | Clark Davis to perform such work as surveys and observations in the development of the project.

5. Hazardous and Asbestos-Containing Materials

Ryan Biggs | Clark Davis shall have no responsibility for the discovery, presence, or removal of any hazardous material, including mold, asbestos-containing material, lead-based paint, or contaminated soil; but as an additional service, Ryan Biggs | Clark Davis will assist the Client, if requested, in securing the services of a hazardous waste removal consultant.

Prior to performing removals, the Owner is responsible for retaining a specialty consultant to investigate for the presence of hazardous material and notify Ryan Biggs | Clark Davis of the presence of any hazardous material.

6. Existing Conditions

Certain assumptions must be made regarding existing conditions, some of which may be concealed or cannot be investigated by reasonable visual observations, and because some of these assumptions cannot be verified without expending great sums of additional money or destroying otherwise serviceable portions of the site, the Client agrees that except for negligence on the part of Ryan Biggs | Clark Davis, the Client will hold harmless and indemnify Ryan Biggs | Clark Davis for and against any and all claims, damages, awards, and costs of defense arising out of the professional services provided under this agreement.

7. Documents

All documents produced by Ryan Biggs | Clark Davis under this agreement are instruments of professional service. Upon completion and payment for services, the documents become the property of Client. The documents may not be modified by this Client for any other endeavor without the written consent of Ryan Biggs | Clark Davis.

8. Electronic Media

- a. Electronic media refers to CAD files, BIM files, or any other exchange of non-tangible documentation.
- b. Any use or reuse of altered electronic media files by the Client or others after the final document submittal, without written verification by Ryan Biggs | Clark Davis or adaptation for the specific purpose intended will be at the Client's risk and full legal responsibility. Furthermore, the Client will, to the fullest extent permitted by law, indemnify and hold Ryan Biggs | Clark Davis harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting therefrom. Any verification of such adaptation by the Client will entitle Ryan Biggs | Clark Davis to additional compensation at its current rates.
- c. Because data stored on electronic media can deteriorate undetected or be modified without Ryan Biggs | Clark Davis' knowledge, the Client agrees that Ryan Biggs | Clark Davis will not be held liable for the completeness or correctness of the electronic media after an acceptance period of 30 days after delivery of the electronic files. Ryan Biggs | Clark Davis does confirm the accuracy of the final sealed hard copy drawings.

The electronic files are submitted to the Client for a 30-day acceptance period. During this period, the Client may review and examine these files, and any errors detected during this time will be corrected by Ryan Biggs | Clark Davis as part of the basic agreement. Any changes requested after the acceptance period will be considered additional services to be performed on a time and materials basis at Ryan Biggs | Clark Davis' standard cost plus terms and conditions.

- d. The submitted data files are intended to work only as described in the agreement. These files are compatible only with the CAD software and operating system noted on the electronic data files. Ryan Biggs | Clark Davis makes no warranty as to the compatibility of these files beyond the specified release of the software stated above.

9. Allocation of Risk

Professional Standards

The only obligation of Ryan Biggs | Clark Davis and its employees is to meet normal professional standards in performing its obligations under this agreement. Apart from such obligation there is no representation, warranty, guarantee, or other obligation of Ryan Biggs | Clark Davis or its employees arising out of this proposal, its acceptance, the provisions of services, or the relationship between the parties in respect to any of them. The cumulative liability of Ryan Biggs | Clark Davis and its employees for all types of damages incurred or suffered as a result of any breach of such obligation, howsoever

arising, (including negligence) shall be limited in the aggregate to \$50,000 or fee received, whichever is larger.

If a required item or component of the project is omitted from Ryan Biggs | Clark Davis' Contract Documents by Ryan Biggs | Clark Davis error, Ryan Biggs | Clark Davis shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will Ryan Biggs | Clark Davis be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

Indemnification

- a. The Client agrees to indemnify and hold harmless Ryan Biggs | Clark Davis and its employees (**and Subconsultants**) from and against any and all damages, losses, liabilities, or costs, including reasonable attorneys' fees, and defense costs arising out of or resulting from the performance of the services, provided and to the extent that all such damages, losses, liabilities, or costs are caused by the negligent act or omission of the Client.
- b. Ryan Biggs | Clark Davis agrees to indemnify and hold Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, but only to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

- c. Ryan Biggs | Clark Davis will require a matching indemnification from any Subconsultant/Subcontractor retained for this project.

General Liability

- a. The limit of liability for General Liability insurance is \$1,000,000 per occurrence, \$2,000,000 aggregate.
- b. Ryan Biggs | Clark Davis shall file with the Client, certificates evidencing the required insurance and naming the Client as an additional insured with respect to the Client's project name and number for claims against the Client, provided and to the extent that all such claims are caused by Ryan Biggs | Clark Davis.

10. Taxes

All taxes or fees on services applicable to this contract enacted by local, state, or federal government subsequent to the date of this contract and based on gross receipts or revenues will be added to amounts due under this contract, in accordance with any such fees or taxes.

11. Termination of Services

This agreement can be terminated by either party upon receipt of a 30-day written notice. Ryan Biggs | Clark Davis will be paid in full for all services and reimbursements provided up to the date of termination.

12. Agreement Form and Period

- a. The scope and fee indicated are predicated upon execution of this proposal in this form including all terms and conditions. Alternative forms of contract or revision proposed by the Client will require reevaluation of the scope and fee by Ryan Biggs | Clark Davis.
- b. This proposal is valid for a period of 60 days from the date on the first page.

13. Contract Disputes

If a dispute arises out of or related to this contract or breach thereof, and if the said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation using the Mediation Rules of the American Arbitration Association before seeking settlement in a judicial forum.

14. Third-Party Exclusion

This agreement does not create any right or benefits for parties other than Ryan Biggs | Clark Davis and the Client.

E. SCHEDULE

The schedule as proposed by us is as follows: Upon notice to proceed Ryan Biggs | Clark Davis will begin work within two weeks; the duration of the work would be approximately eight weeks; dependent upon contractual commitments at the time this agreement is executed.

Thank you for considering us for this project. We look forward to working with you.

Your signature in the space provided indicates your understanding and acceptance of the provisions set forth herein. Please return (1) one signed copy of this proposal to:

Ryan Biggs | Clark Davis Engineering & Surveying, D.P.C.
257 Ushers Road
Clifton Park, New York 12065
by mail or contracts@ryanbiggs.com by e-mail.

Agreed to by:
RYAN BIGGS | CLARK DAVIS
ENGINEERING & SURVEYING, D.P.C.

CLIENT: CHA COMPANIES



Authorized Signature

Authorized Signature

Everett R. Quackenbush, Jr. PLS
Chief Surveyor/Associate

Print Name & Title

August 23, 2023
Date

Date

Client Project No. or Purchase Order No.

Enclosures

1. Technical Assumptions
2. Proposed Limits Sketch



TECHNICAL ASSUMPTIONS

Project No.: 13258

Project Description: New Karner Road Survey

Additional Survey/Limited R.O.W. Survey

Project Location: Albany County, NY

Date: August 23, 2023

GENERAL

1. For the purpose of this document Ryan Biggs | Clark Davis Engineering & Surveying, D.P.C. shall be referred to as Ryan Biggs | Clark Davis.
2. Attendance by Ryan Biggs | Clark Davis personnel at meetings is not included in this proposal. If requested to attend meetings this will be invoiced as time and expenses in addition to the agreed upon fees.
3. Task level administration, supervision, coordination, and QA/QC are included in this proposal.
4. Ryan Biggs | Clark Davis shall conduct all surveys and provide digital terrain data required for design.
5. The horizontal datum shall be the New York State Plane Coordinate System (NAD83).
6. The vertical datum shall be NAVD 88.
7. One or two persons will make up the survey party.
8. Normal party day is 8 hours.
9. Travel time to and from the project site is included in the survey efforts.
10. Survey field days included in this proposal assume clear access to grades and site areas. If field survey must be conducted with site interference, including but not limited to, snow and/or ice conditions, unforeseen heavy traffic, or parked vehicles then the field hours will increase and be invoiced accordingly.
11. There is no time included in this proposal for field survey and mapping of Geotechnical Investigations or Wetlands.



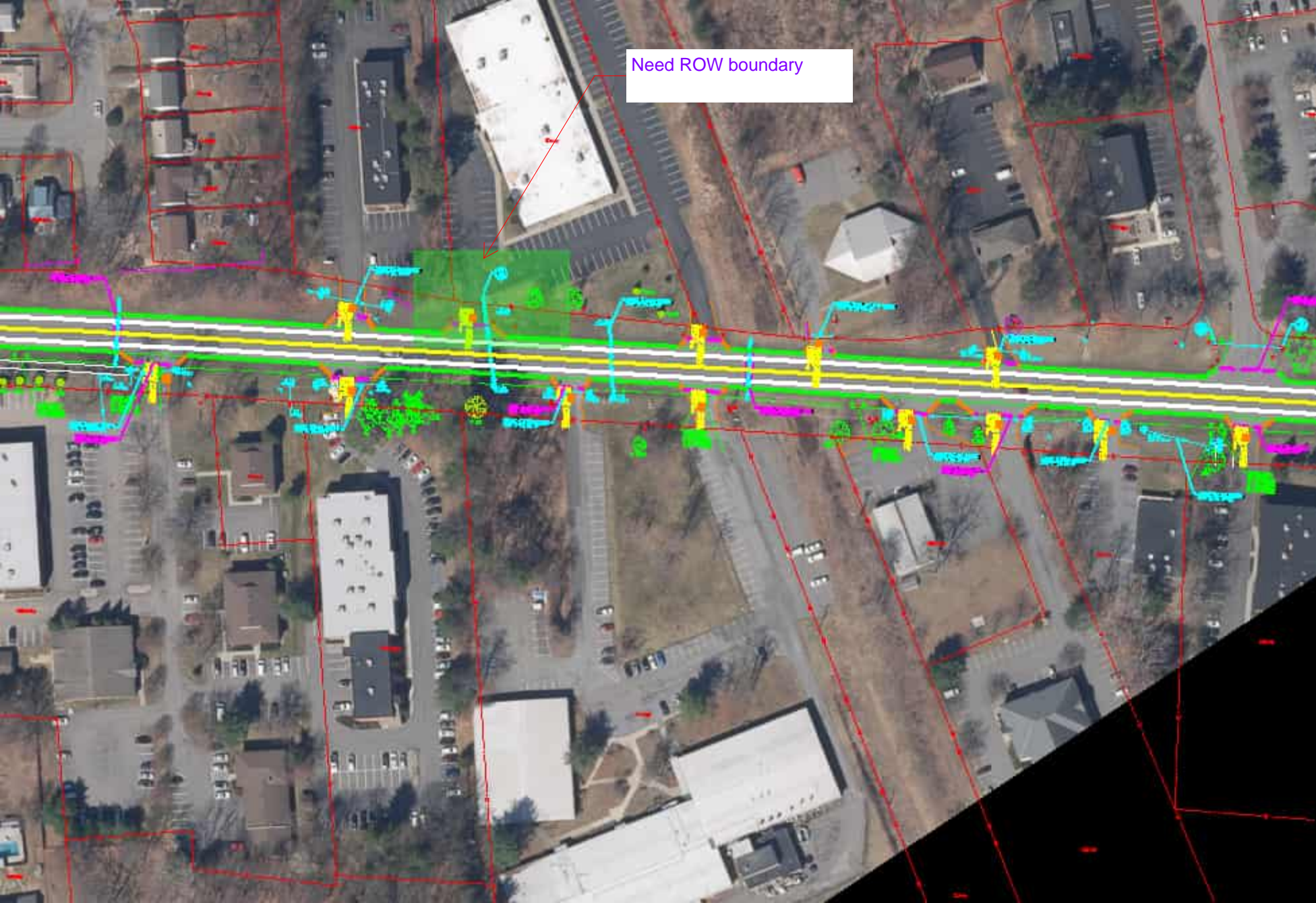
ROW
Survey
Needed

Additional
Survey/TOPO
needed

ROW
Survey

Additional
Mapping/Topo
needed

Need ROW boundary



OSPA Engineering Services, PC

Fee for Section 4 – Environmental Services

Exhibit B, Page
Summary

NY 155/CR 157 New Karner Road Corridor Rehabilitation
From US 20 to Watervliet Shaker Road
PIN 1132.16 - Roundabout Addition
Towns of Guilderland and Colonie, City of Albany and Village of Colonie
Albany County
OSPA Engineering Services, P.C.

Item IA, Direct Technical Salaries (estimated) Subject to audit	\$4,551
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimated)	\$0.00
Item IIA, Expendable Direct Non Salary Cost (estimated) subject to audit	\$0
Item IIB, Nonexpendable Direct Non-Salary Cost (estimated) Subject to audit	\$0
Item III, Overhead (estimated 119% Combined) subject to audit	\$5,416
Item IV, Fixed Fee (negotiated)	\$1,000
Item IIC, Direct Non-salary Cost (estimated) subject to audit (Sub-Consultant Cost)	\$0
Total Estimated Cost	----- \$10,967 =====

R. K. Hite & Associates, Inc.

Fee for Section 5 – Right-of-way Services

Exhibit B, Page 1
 Specific Hourly Rate Schedule
 August 4, 2023 (rev0)
 R.K. Hite & Co., Inc.

Project Title: New Karner Road
PIN: 1132.16
Town: Albany
County: Albany

Job Title	Hourly Rates			Overtime Category
	2023	Projected (2024)	Maximum	
Principal	\$150.00	\$155.00	\$155.00	A
Project Manager	\$112.00	\$115.00	\$115.00	A
Appraisal Reviewer	\$105.00	\$108.00	\$108.00	B
Relocation Specialist	\$105.00	\$108.00	\$108.00	B
Field Coordinator	\$82.00	\$84.00	\$84.00	B
Property Rights Specialist	\$77.00	\$81.00	\$81.00	B
Title Specialist	\$73.00	\$75.00	\$75.00	B
Title Examiner	\$77.00	\$79.00	\$79.00	B
Data Manager	\$89.00	\$92.00	\$92.00	B
Data Technician	\$75.00	\$77.00	\$77.00	B
Secretary	\$44.00	\$45.00	\$45.00	B
Title Attorney	\$125.00	\$125.00	\$100.00	A
Appraiser	\$90.00	\$90.00	\$90.00	A
EDPL Attorney	\$250.00	\$250.00	\$250.00	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	4.50	0.00	0.00	0.00	0.00	0.00	0.00	4.50	4.50	13.50
	SUBTOTAL	4.00	4.50	0.00	0.00	0.00	0.00	0.00	0.00	4.50	4.50	17.50
INCIDENTAL PHASE												
5.01	Abstract Request Map and Title Search	0.00	7.75	0.00	6.00	50.00	7.50	0.00	8.00	6.75	86.00	
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	
5.03	Right of Way Mapping	0.00	2.50	0.00	5.00	5.00	0.00	0.00	5.00	5.00	22.50	
5.04	Right of Way Plan	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5.05	Right of Way Cost Estimate	0.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	
5.06	Public Hearings/Meetings	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5.07	Property Appraisals	0.00	2.50	0.00	25.00	0.00	0.00	0.00	7.50	3.75	38.75	
5.08	Appraisal Reviews	0.00	1.25	30.00	0.00	0.00	0.00	0.00	2.50	2.50	36.25	
5.10	Relocation Assistance (Incidental Phase)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	SUBTOTAL	0.00	18.00	30.00	36.00	55.00	7.50	0.00	23.00	18.00	187.50	
ACQUISITION PHASE												
5.09	Negotiations & Property Acquisition	0.00	13.50	1.00	81.50	23.50	0.00	0.00	31.25	31.25	182.00	
5.10	Relocation Assistance (Acquisition Phase)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	SUBTOTAL	0.00	13.50	1.00	81.50	23.50	0.00	0.00	31.25	31.25	182.00	
TOTAL HOURS		4.00	36.00	31.00	117.50	78.50	7.50	0.00	58.75	53.75	387.00	
PROJECTED HOURLY RATE		\$155.00	\$115.00	\$108.00	\$81.00	\$75.00	\$79.00	\$92.00	\$77.00	\$45.00		
LABOR COST		\$620.00	\$4,140.00	\$3,348.00	\$9,517.50	\$5,887.50	\$592.50	\$0.00	\$4,523.75	\$2,418.75	\$30,428.00	

Project Title: New Karner Road

PIN: 1132.16
Town: Albany
County: Albany

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		10.00	0.00	0.00	10.00
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	75.00	0.00	75.00
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			10.00	75.00	0.00	85.00
ACQUISITION PHASE						
5.09	Negotiations & Property Acquisition		0.00	0.00	2.50	2.50
5.10	Relocation Assistance (Acquisition Phase)		0.00	0.00	0.00	0.00
SUBTOTAL			0.00	0.00	2.50	2.50
TOTAL HOURS			10.00	75.00	2.50	87.50
PROJECTED HOURLY RATE			\$125.00	\$90.00	\$250.00	
LABOR COST			\$1,250.00	\$6,750.00	\$625.00	\$8,625.00

EXHIBIT B, PAGE 3
 Estimate of Direct Non-Salary Cost
 R.K. Hite & Co., Inc.
 August 4, 2023 (rev0)

Project Title: New Karner Road
PIN: 1132.16
Town: Albany
County: Albany

Travel, Lodging, Subsistence, Fees and Supplies

Per Diem 0 Nights @ \$ 183.00 /night \$0.00

	Vehicle Type	No. Trips	Mile per Trip	Total Miles		
Trips						
Incidental Phase						
To Site	Auto	3	470	1410		
Local	Auto	0	20	0		
Acquisition Phase						
To Site	Auto	5	476	2380		
Local	Auto	8	20	160		
				3950	@	\$0.655 <u>\$2,587.25</u>
						\$2,587.25
Reproduction, Drawings & Reports						\$198.00
Telephone						\$22.00
Postage & Deliveries						\$6.00
Supplies and Miscellaneous						\$201.00
Recording Fees						\$0.00
						<hr/>
						<u>\$3,014.25</u>
						<u><u>\$3,014.25</u></u>

TOTAL DIRECT NON-SALARY COSTS

Project Title: New Karner Road

EXHIBIT B, PAGE 4
Summary
August 4, 2023 (rev0)
R.K. HITE & CO., INC.

PIN: 1132.16
Town: Albany
County: Albany

	<u>221 Incidental</u>	<u>222 Acquisition</u>	<u>TOTAL</u>
ITEM 1A, (estimated - subject to audit)	\$16,057.75	\$14,370.25	\$30,428.00
ITEM 1B (estimated - subject to audit)			
Item II, Direct Non-Salary Cost (estimated - subject to audit)	\$1,127.55	\$1,886.70	\$3,014.25
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)	\$1,250.00	\$0.00	\$1,250.00
Item II, Direct Non-Salary Cost (Closing/EDPL Attorney) (estimated -subject to audit)	\$0.00	\$625.00	\$625.00
Item II, Direct Non-Salary Cost (Appraiser) (estimated -subject to audit)	\$6,750.00	\$0.00	\$6,750.00
	\$25,185.30	\$16,881.95	<u>\$42,067.25</u>

Attachment C

Staffing Rates, Hours, Reimbursables and Fee

Exhibit A, Page 1a
Salary Schedule

CHA Consulting, Inc.

PIN# 1132.16

Preliminary & Detailed Design

Tasks 1, 2, 3, 4, 5, 6 & 7

Supplemental Agreement #1

New Karner Rd (NY 155 & CR 157) Corridor Improvements
Albany County
9/8/2023

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATE		OVERTIME* CATEGORY
		PRESENT	PROJECTED	
		4/1/2023	1/1/2024	
PRINCIPAL	IX (A)	\$ 198.72	\$ 100.00	A
MANAGING ENGINEER VIII	VIII (A)	\$ 97.10	\$ 100.00	B
SENIOR PRINCIPAL ENGINEER VII	VII (A)	\$ 107.87	\$ 100.00	B
PRINCIPAL ENGINEER VI	VI (A)	\$ 79.11	\$ 85.44	B
SENIOR ENGINEER V	V (A)	\$ 60.18	\$ 64.99	B
PROJECT ENGINEER IV	IV (A)	\$ 49.91	\$ 53.90	B
ASST PROJECT ENGINEER III	III (A)	\$ 44.74	\$ 48.32	B
ENGINEER II	II/I (A)	\$ 36.08	\$ 38.96	B
ASSISTANT ENGINEER I	II/I (A)	\$ 34.72	\$ 37.50	B
PRIN ENG TECH DRAFTER	IV (N)	\$ 48.38	\$ 52.25	C
SR ENGR TECH DRAFTER	III (N)	\$ 39.17	\$ 42.30	C
ENGINEERING DESIGNER II	II (N)	\$ 30.80	\$ 33.27	C
ASST ENGR TECHNICAL DRAFTER	I (N)	\$ 27.66	\$ 29.88	C
TECHNICAL TYPIST	NA	\$ 31.69	\$ 34.23	C
SENIOR PRINCIPAL PLANNER VII	VII (A)	\$ 91.69	\$ 90.00	B
PRINCIPAL PLANNER VI	VI (A)	\$ 69.13	\$ 74.66	B
SENIOR PLANNER V	V (A)	\$ 56.22	\$ 60.71	B
PLANNER IV	IV (A)	\$ 40.95	\$ 44.23	B
PLANNER III	III (A)	\$ 39.16	\$ 42.29	B
PLANNER II	II/I (A)	\$ 28.74	\$ 31.04	B
PRINCIPAL ARCHITECT	VI (A)	\$ 62.55	\$ 67.55	B
SENIOR PRINCIPAL SCIENTIST	VII (A)	\$ 95.97	\$ 103.65	B
PRINCIPAL SCIENTIST VI	VI (A)	\$ 68.80	\$ 74.30	B
SENIOR SCIENTIST V	V (A)	\$ 48.78	\$ 52.68	B
SCIENTIST IV	IV (A)	\$ 42.02	\$ 45.38	B
SCIENTIST II	II (A)	\$ 34.39	\$ 37.14	B
SCIENTIST I	I (A)	\$ 30.87	\$ 33.34	B
PRINCIPAL LANDSCAPE ARCHITECT	VII (A)	\$ 73.31	\$ 79.18	B
SR LANDSCAPE ARCHITECT	V (A)	\$ 55.84	\$ 60.30	B
LANDSCAPE ARCHITECT IV	IV (A)	\$ 43.57	\$ 47.06	B
LANDSCAPE ARCHITECT III	III (A)	\$ 35.44	\$ 38.28	B
LANDSCAPE ARCHITECT II	II (A)	\$ 33.71	\$ 36.41	B
PROJECT COORDINATOR	NA	\$ 30.44	\$ 32.87	C
PRINCIPAL GIS SPECIALIST	NA	\$ 72.93	\$ 78.77	B
SENIOR GIS SPECIALIST	NA	\$ 37.46	\$ 40.46	C
GIS TECHNICIAN II	NA	\$ 26.84	\$ 28.99	C
GIS TECHNICIAN I	NA	\$ 25.70	\$ 27.76	C
GIS DESIGNER II	II (N)	\$ 29.22	\$ 31.55	C
SENIOR PROJECT MANAGER I	NA	\$ 74.77	\$ 80.75	B
PROJECT MANAGER II	NA	\$ 58.60	\$ 63.29	B

***OVERTIME POLICY**

Category A - no overtime compensation.

Category B - overtime compensated at straight time.

Category C - overtime compensated at time and one half rate

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

Exhibit A, Page 2
Staffing Table

CHA Consulting, Inc.

PIN# 1132.16

Preliminary Design
Tasks 1, 2, 3 & 4

New Karner Rd (NY 155 & CR 157) Corridor Improvements
Albany County
9/8/2023

JOB TITLE	ASCE (A) OR NICET (N) GRADE	TASKS																				TOTAL HRS	PROJECTED HOURLY RATE	TOTAL DTL				
		1.05	1.06	1.07	1.10	1.11	2.03	2.04	2.05	2.06	2.08	2.11	3.01	3.02	3.03	3.04	3.06	3.07	4.01	4.02	4.03				4.04	4.05	4.06	
PRINCIPAL	IX (A)																								0	\$ 100.00	\$0.00	
MANAGING ENGINEER VIII	VIII (A)																								0	\$ 100.00	\$0.00	
SENIOR PRINCIPAL ENGINEER VII	VII (A)		5																						15	\$ 100.00	\$1,500.00	
PRINCIPAL ENGINEER VI	VI (A)	4	16				2		10	40	4		2		8	7	14	14							134	\$ 85.44	\$11,448.52	
SENIOR ENGINEER V	V (A)	13	42				2		24	76	24		9		8	106	52	52							408	\$ 64.99	\$26,515.53	
PROJECT ENGINEER IV	IV (A)								24	80					12	24	16	16								172	\$ 53.90	\$9,271.38
ASST PROJECT ENGINEER III	III (A)	5	18						32	40			7		106	31	40									279	\$ 48.32	\$13,481.27
ENGINEER II	II (A)								32	16	80				74	12	12									226	\$ 38.96	\$8,805.61
ASSISTANT ENGINEER I	II (A)												5													5	\$ 37.50	\$187.50
PRIN ENG TECH DRAFTER	IV (N)		9													14	9									32	\$ 52.25	\$1,671.93
SR ENGR TECH DRAFTER	III (N)										8					44	27									79	\$ 42.30	\$3,342.04
ENGINEERING DESIGNER II	II (N)																									0	\$ 33.27	\$0.00
ASST ENGR TECHNICAL DRAFTER	I (N)																									0	\$ 29.88	\$0.00
TECHNICAL TYPIST	NA																									0	\$ 34.23	\$0.00
SENIOR PRINCIPAL PLANNER VII	VII (A)																									0	\$ 90.00	\$0.00
PRINCIPAL PLANNER VI	VI (A)																									0	\$ 74.66	\$0.00
SENIOR PLANNER V	V (A)																									0	\$ 60.71	\$0.00
PLANNER IV	IV (A)																									0	\$ 44.23	\$0.00
PLANNER III	III (A)																									0	\$ 42.29	\$0.00
PLANNER II	II (A)																									0	\$ 31.04	\$0.00
PRINCIPAL ARCHITECT	VI (A)																									0	\$ 67.55	\$0.00
SENIOR PRINCIPAL SCIENTIST	VII (A)																									0	\$ 103.65	\$0.00
PRINCIPAL SCIENTIST VI	VI (A)																									0	\$ 74.30	\$0.00
SENIOR SCIENTIST V	V (A)																									0	\$ 52.68	\$0.00
SCIENTIST IV	IV (A)																									0	\$ 45.38	\$0.00
SCIENTIST II	II (A)																									0	\$ 37.14	\$0.00
SCIENTIST I	I (A)																									0	\$ 33.34	\$0.00
PRINCIPAL LANDSCAPE ARCHITECT	VII (A)																									0	\$ 79.18	\$0.00
SR LANDSCAPE ARCHITECT	V (A)																									0	\$ 60.30	\$0.00
LANDSCAPE ARCHITECT IV	IV (A)																									0	\$ 47.06	\$0.00
LANDSCAPE ARCHITECT III	III (A)																									0	\$ 38.28	\$0.00
LANDSCAPE ARCHITECT II	II (A)																									0	\$ 36.41	\$0.00
PROJECT COORDINATOR	NA																									0	\$ 32.87	\$0.00
PRINCIPAL GIS SPECIALIST	NA																									0	\$ 78.77	\$0.00
SENIOR GIS SPECIALIST	NA																									0	\$ 40.46	\$0.00
GIS TECHNICIAN II	NA																									0	\$ 28.99	\$0.00
GIS TECHNICIAN I	NA																									0	\$ 27.76	\$0.00
GIS DESIGNER II	II (N)																									0	\$ 31.55	\$0.00
SENIOR PROJECT MANAGER I	NA																									0	\$ 80.75	\$0.00
PROJECT MANAGER II	NA																									0	\$ 63.29	\$0.00
		22	90	0	0	0	4	0	122	252	116	0	23	0	28	395	161	137	0	0	0	0	0	0	0	1350		\$76,223.79

**Exhibit A, Page 3
Staffing Table**

CHA Consulting, Inc.

PIN# 1132.16

Detailed Design
Tasks 6 & 7

**New Karner Rd (NY 155 & CR 157) Corridor Improvements
Albany County
9/8/2023**

JOB TITLE	ASCE (A) OR NICET (N) GRADE								TOTAL HRS	PROJECTED HOURLY RATE	TOTAL DTL
		6.02	6.03	6.04	6.05	6.08	7.01	7.03			
PRINCIPAL	IX (A)								0	\$ 100.00	\$0.00
MANAGING ENGINEER VIII	VIII (A)								0	\$ 100.00	\$0.00
SENIOR PRINCIPAL ENGINEER VII	VII (A)	9	11		4				24	\$ 100.00	\$2,400.00
PRINCIPAL ENGINEER VI	VI (A)	16	8	16	4	4			48	\$ 85.44	\$4,100.96
SENIOR ENGINEER V	V (A)	134	56	25	24	8			247	\$ 64.99	\$16,052.29
PROJECT ENGINEER IV	IV (A)								0	\$ 53.90	\$0.00
ASST PROJECT ENGINEER III	III (A)	194	53	18	40				305	\$ 48.32	\$14,737.59
ENGINEER II	II/I (A)			27					27	\$ 38.96	\$1,052.00
ASSISTANT ENGINEER I	II/I (A)								0	\$ 37.50	\$0.00
PRIN ENG TECH DRAFTER	IV (N)	58	22		16				96	\$ 52.25	\$5,015.79
SR ENGR TECH DRAFTER	III (N)	141	36						177	\$ 42.30	\$7,487.87
ENGINEERING DESIGNER II	II (N)								0	\$ 33.27	\$0.00
ASST ENGR TECHNICAL DRAFTER	I (N)								0	\$ 29.88	\$0.00
TECHNICAL TYPIST	NA								0	\$ 34.23	\$0.00
SENIOR PRINCIPAL PLANNER VII	VII (A)								0	\$ 90.00	\$0.00
PRINCIPAL PLANNER VI	VI (A)								0	\$ 74.66	\$0.00
SENIOR PLANNER V	V (A)								0	\$ 60.71	\$0.00
PLANNER IV	IV (A)								0	\$ 44.23	\$0.00
PLANNER III	III (A)								0	\$ 42.29	\$0.00
PLANNER II	II/I (A)								0	\$ 31.04	\$0.00
PRINCIPAL ARCHITECT	VI (A)								0	\$ 67.55	\$0.00
SENIOR PRINCIPAL SCIENTIST	VII (A)								0	\$ 103.65	\$0.00
PRINCIPAL SCIENTIST VI	VI (A)								0	\$ 74.30	\$0.00
SENIOR SCIENTIST V	V (A)								0	\$ 52.68	\$0.00
SCIENTIST IV	IV (A)								0	\$ 45.38	\$0.00
SCIENTIST II	II (A)								0	\$ 37.14	\$0.00
SCIENTIST I	I (A)								0	\$ 33.34	\$0.00
PRINCIPAL LANDSCAPE ARCHITECT	VII (A)								0	\$ 79.18	\$0.00
SR LANDSCAPE ARCHITECT	V (A)								0	\$ 60.30	\$0.00
LANDSCAPE ARCHITECT IV	IV (A)								0	\$ 47.06	\$0.00
LANDSCAPE ARCHITECT III	III (A)								0	\$ 38.28	\$0.00
LANDSCAPE ARCHITECT II	II (A)								0	\$ 36.41	\$0.00
PROJECT COORDINATOR	NA								0	\$ 32.87	\$0.00
PRINCIPAL GIS SPECIALIST	NA								0	\$ 78.77	\$0.00
SENIOR GIS SPECIALIST	NA								0	\$ 40.46	\$0.00
GIS TECHNICIAN II	NA								0	\$ 28.99	\$0.00
GIS TECHNICIAN I	NA								0	\$ 27.76	\$0.00
GIS DESIGNER II	II (N)								0	\$ 31.55	\$0.00
SENIOR PROJECT MANAGER I	NA								0	\$ 80.75	\$0.00
PROJECT MANAGER II	NA								0	\$ 63.29	\$0.00
		552	186	86	88	12	0	0	924		\$50,846.51

Exhibit B, Page 1
Direct Non-Salary Costs

CHA Consulting, Inc.

PIN# 1132.16

Preliminary & Detailed Design
Tasks 1, 2, 3, 4, 5, 6, & 7

New Karner Rd (NY 155 & CR 157) Corridor Improvements
Albany County
9/8/2023

I. CHA's Direct Costs:

1. Travel - Vehicle Mileage

a. To and from project site / County offices											
	Car	15	trips	x	15	miles / trip	x	\$0.585	/ mile	=	\$131.63
b. Construction Engineering Manager											
	Vehicle	0	trips	x	20	miles / trip	x	\$0.585	/ mile	=	\$0.00
C. Project Site Inspection Mileage											
	Resident Eng Mileage	0	weeks		100	miles / week	x	\$0.585	/ mile	=	\$0.00
C. Project Site Inspection Mileage											
	Resident Eng Mileage	0	weeks		100	miles / week	x	\$0.585	/ mile	=	\$0.00
C. Project Site Inspection Mileage											
	Resident Eng Mileage	0	weeks		100	miles / week	x	\$0.585	/ mile	=	\$0.00
TOTAL TRAVEL COST										=	\$131.63

2. Printing and Reproduction Costs (estimated)

	Presentation Boards	0	each	x	\$70.00	/ board	=	\$0.00		
	Reports	3	small	x	\$15.00	/ report	=	\$45.00		
	Xerox Copies	50	copies	x	\$0.20	/ copy	=	\$10.00		
	Construction Reproduction						=			
TOTAL PRINTING AND REPRODUCTION COST									=	\$55.00

3. Computer Equipment and Supplies

TOTAL COMPUTER EQUIPMENT AND SUPPLIES									=	\$150.00
TOTAL DIRECT NON-SALARY COSTS									=	<u>\$336.63</u>

II. Sub-Consultant Costs:

1. Ryan Biggs Clark Davis (Survey/Mapping Services)	=	\$73,500.00	
2. OSPA Engineering Services, PC (Environmental Services)	=	\$10,967.00	
3. R. K. Hite & Associates (ROW Services)		\$42,067.25	
TOTAL SUB-CONSULTANT COSTS		=	<u>\$126,534.25</u>

III. Sub-Contractor Costs (estimated):

1. Geotechnical Driller/Lab - QCQA Labs (Includes M&PT during drilling)	=	\$25,000.00	
TOTAL SUB-CONTRACTOR COSTS		=	<u>\$25,000.00</u>

Exhibit C, Page 1
Summary

CHA Consulting, Inc.

PIN# 1132.16

Preliminary & Detailed Design

Tasks 1, 2, 3, 4, 5, 6 & 7

New Karner Rd (NY 155 & CR 157) Corridor Improvements
 Albany County
 9/8/2023

	Preliminary Design	ROW Incidental	ROW Acquisition	Detail Design	TOTAL
	TASK 1 - 4 SUB-TOTAL	TASK 5.01 - 5.08 SUB-TOTAL	TASK 5.09 - 5.11 SUB-TOTAL	Task 6 & 7 SUB-TOTAL	
Direct Technical Labor	\$76,224			\$50,847	\$127,071
Overtime, Premium Portion					
Direct Non-Salary Costs	\$337				\$337
Overhead Office (138%)	\$105,189			\$70,169	\$175,358
Fixed Fee	\$21,800			\$14,500	\$36,300
Subcontractor's Cost (Borings, CCTV, & Material Testing)	\$25,000				\$25,000
Subconsultant Cost (Ryan Biggs Clark Davis)	\$30,000	\$43,500			
Subconsultant Cost (OSPA Engineering, PC)	\$10,967				
Subconsultant Cost (R K Hite & Associates)		\$25,185	\$16,882		\$126,534
TOTAL ESTIMATED COST	\$269,517	\$68,685	\$16,882	\$135,516	\$490,600
Rounding	\$483	\$315	\$118	\$484	\$1,400
MAXIMUM AMOUNT PAYABLE	\$270,000	\$69,000	\$17,000	\$136,000	\$492,000