# Architectural/ Engineering Consultant Supplemental Agreement No. 2

PIN 8780.41 Municipal C	ontract No	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Supplemental Agreement made this	st day of	. 2017 by and between

# Village of Croton-on-Hudson

(municipal corporation)
having its principal office at
Stanley H. Kellerhouse Municipal Building
One Van Wyck Street
Croton-on-Hudson, NY 10520-2501
(the "Municipality")

and

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

## WITNESSETH:

WHEREAS, by an Agreement dated May 9, 2011 the MUNICIPALITY engaged the CONSULTANT for PIN 8780.41 Croton-on-Hudson Parking Facility and Bicycle Enhancements. Village of Croton-on-Hudson, Westchester County (hereinafter referred to as "PROJECT"), and the MUNICIPALITY, in accordance with Article 7 of the Original Agreements, has instructed the CONSULTANT to perform Extra Work, such work being described in Attachment B, which is attached hereto and made part of hereof.

BE IT KNOWN that the MUNICIPALITY has entered into an Agreement with the NEW YORK STATE DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the STATE) for the project funding for the project. As such, the STATE has certain responsibilities for review and administration of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

# ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This agreement consists of the following:

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

# ARTICLE 2.

Except as herein modified, the Original Agreement dated **May 9, 2011**, including any amendments or revisions thereto not modified, remains in full force and effect.

# ARTICLE 3.

As full compensation for CONSULTANT'S work, services and expenses hereunder the MUNICIPALITY shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based on the methods designated and described below. Payment of the compensation summarized in Attachment C shall be in accordance with the Interim Payment procedures shown in the table below and the final payment procedure in Article 6 of the Original Agreement.

<b>⊠</b> 3.1 (	Cost Plus Fixed Fee Method		
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS:
Item	■Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Agreement, plus properly allocable partial salaries of all persons working part-time on this PROJECT.	■Actual costs incurred in the performance of this agreement as identified in Attachment C or otherwise approved in writing by the Municipality or its	■The CONSULTANT shall be paid in monthly progress payments based on the maximum salary rates and allowable costs incurred during the
	■The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Municipality.	■Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Agreement, all subject to audit.	period as established in Attachment C.  Bills are subject to approval of the Municipality and
	■If, within the term of this Agreement, any direct salary rates are paid in excess of the maximums shown in Attachment C, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance.	■Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Municipality.	Municipality's Representative.
Item II	Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Agreement, all subject to audit.	All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.	
Item III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Municipality at the completion of the work or at the option of the Municipality.	Salvage value	

X 3.1	X3.1 Cost Plus Fixed Fee Method		
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS:
Item IV	■Overhead Allowance based on actual allowable expenses incurred during the term of this Agreement, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations, sub-part 1-31.2 as modified by sub-part 1-31.105 ("FAR"), and policies and guidelines now in effect of the Municipality, and FHWA.	■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	
	■For the purpose of this Agreement, an accounting period shall be the CONSULTANT's fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Municipality for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this Item.	143.27% for Design and 104.70% for Construction Inspection.	
Item V	■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 Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	■A negotiated Lump Sum Fixed Fee which in this AGREEMENT shall equal \$200.00	
Item VI	The Additional Maximum Amount Payable added under this Supplemental Agreement, including Fixed Fees, unless this agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	Additional Maximum Amount Payable under this Method shall be <b>\$6985.00</b>	

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

Re	ference: Municipality Contract #
Municipality	Consultant
by:	by: ChiMm
Date:	Christina M. Minkler  Date: 6 2   7
Municipality – Village of Cronton-on-Hud	son
STATE OF NEW YORK	
county of Westchester	
he/she resides in the, New Yo, the entity described in and whic	h executed the foregoing instrument; that he/she is the rided for, and that he/she signed and acknowledged the
	Notary Public, County, N.Y.
CHA Consulting, Inc.	
STATE OF NEW YORK	
York; that he is the Senior Vice President of CHA Con that he is authorized with the execution of the macknowledged the said instrument in his position as a	efore me, the subscriber, personally appeared to me d say; that he resides in the County of Saratoga, New sulting, Inc., which executed the foregoing instrument; natter hereign provided for, and that he signed and

# Attachment "A" Project Description and Funding

# Attachment A Architectural/ Engineering Consultant Agreement Project Description and Funding

PIN: 8780.41 BIN: N/A	Term of Agreement Ends: December 31, 2018
□Main Agreement	□Amendment to Agreement [add identifying #] ☑Supplement to Agreement
☐ P.E./Design ☒ I	Phase of Project Consultant to work on:  ROW Incidentals ☐ ROW Acquisition ☐ Construction, C/I, & C/S
Dates or term of Consul Start Date: December 3 Finish Date: December	31, 2015
	PROJECT DESCRIPTION:
Croton-on-Hudson Pa	PIN 8780.41 arking Facility and Bicycle Enhancements. Village of Croton-on-Hudson, Westchester County
	PROJECT LOCATION:
	Village of Croton-on-Hudson Westchester County, NY
Consultant W	ork Type(s): See Attachment B for more detailed Task List.

MAXIMUM AMOUNT OF ADDITIONAL FUNDS FOR ALL COMPENSATION PAYABLE <u>UNDER THIS SUPPLEMENTAL AGREEMENT</u> (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:

\$6,985.00

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

\$414,609.00

# Attachment "B"

Task List

# PIN 8780.41 CROTON-ON-HUDSON PARKING FACILITY AND BICYCLE ENHANCEMENTS VILLAGE OF CROTON-ON-HUDSON Westchester County

# Supplemental Agreement No. 2

# **Executive Summary**

The proposed project includes the construction of pedestrian and bicyclist enhancements along Croton Point Avenue and S. Riverside Avenue, drainage improvements, traffic signal installation, capacity improvements at the Route 9 ramps, and other miscellaneous work. The project limits are along S. Riverside Avenue from its intersection with Benedict Boulevard to Croton Point Avenue and along Croton Point Avenue from its intersection with S. Riverside Avenue to Veterans Plaza including the Route 9 northbound and southbound ramps. The length of the project is approximately 1,585 ft.

Three new traffic signals with pedestrian accommodations at Veterans Plaza, the Route 9 northbound ramps, and the Route 9 southbound ramps are proposed to be coordinated with the existing signals at the S. Riverside Avenue intersections with Benedict Boulevard and Croton Point Avenue. The Route 9 northbound on-ramp at Croton Point Avenue is proposed to be realigned and the Route 9 southbound off-ramp widened to accommodate separate turn lanes.

This Scope of Services includes extra work items that were not contained in the Original Agreement and occurred due to the passage of time.

This work involves the following tasks:

a. Right-of-Way Incidentals

The work associated with these items is more fully described in the following sections.

# PIN 8780.41 CROTON-ON-HUDSON PARKING FACILITY AND BICYCLE ENHANCEMENTS VILLAGE OF CROTON-ON-HUDSON Westchester County

# Supplemental Agreement No. 2

Scope of Services CHA Consulting, Inc.

# Section 1 - General

# 1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1

General

Section 5

Right-of-Way

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Municipality** with reports, plans, estimates, and other data specifically described in Sections 1 & 5.

# 1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Municipality's** Contract Administrator. 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.

Assume the **Consultant** will coordinate with NYSDOT to obtain concurrence on signalization of three locations along Croton Point Avenue at Veterans Plaza, the US Route 9 southbound ramps, and the US Route 9 northbound ramps.

# 1.07 Cost and Progress Reporting

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

Assume fourteen (14) additional cost and reporting periods will be required.

# 1.10 Subconsultants

The Consultant will be responsible for:

- coordinating and scheduling work, including work to be performed by subconsultants.
- technical compatibility of a subconsultant's work with the prime consultant's and other subconsultants' work.
- providing a copy of the prime/subconsultant agreement to the Municipality upon request.

# Section 5 - Right-of-Way

**5.01** Abstract Request Map and/or Title Search (to be performed by sub-consultant R.K. Hite & Co., Inc.)

The **Sub-Consultant** will complete title searches (abstracts of title) for one (1) property to be acquired by the **Municipality**.

- 5.011 Review and Analysis of Right of Way Requirements Intentionally Left Blank
- 5.012 Title Research
- 5.0121 For the acquisition of real property rights estimated at \$5,000 or less, the **Sub-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.
- 5.0122 For the acquisition of real property rights estimated between \$5,001 and \$30,000, the **Sub-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.
- 5.0123 For the acquisition of real property rights estimated at greater than \$30,000, the **Sub-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 **Sub-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 Sub-Consultant will submit the Title Certifications to the **Municipality**.
- 5.0131 For the acquisition of real property rights estimated at \$5,000 or less, the Sub-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 \$5,001 and \$30,000, the Sub-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 \$30,000, the Sub-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 **Sub-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 Intentionally Left Blank
- 5.06 Public Hearings/Meetings Intentionally Left Blank
- 5.07 Property Appraisals (to be performed by sub-consultant R.K. Hite & Co., Inc.)

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

- 5.071 Preliminary Property Owner Interview Intentionally Left Blank
- 5.072 Real Property Appraisal Reports

The **Sub-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 **Sub-Consultant** will ensure 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 **Sub-Consultant** will ensure 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 Sub-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 **Sub-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 \$15,000, the **Sub-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 **Sub-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 \$15,000 or more with no indirect damages to improvements, the **Sub-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 \$15,000 or more with indirect damages to improvements, the **Sub-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 **Sub-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 (to be performed by sub-consultant R.K. Hite & Co., Inc.)

The **Sub-Consultant** will perform a separate review of each appraisal. The **Sub-Consultant** will ensure 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, <u>and is not in common employment with the project appraiser</u>. 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. <u>The review appraiser will inspect property and review all identifying information and plans</u>.

The **Sub-Consultant** will review the appraisal reports for compliance with state and federal standards. The **Sub-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 **Sub-Consultant** will provide the **Municipality** with the highest approved appraised amount for each property rights acquisition.

The Municipality will review appraisals prior to offers being made to the property owners.

- 5.09 Negotiations and Acquisition of Property Intentionally Left Blank
- 5.10 Relocation Assistance Intentionally Left Blank
- 5.11 Property Management Intentionally Left Blank

# **Section 10 - Estimating & Technical Assumptions**

# 10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

Section 1 Estimate 0 additional meetings during the life of this agreement.

Estimate 2 additional cost and progress reporting periods will occur during the life of this agreement.

# 10.02 Technical Assumptions

Section 5 Assume 1 fee acquisition valued between \$5,001 and \$30,000.

Assume the subconsultant will update the title search and title certifications.

Assume the subconsultant will prepare a new appraisal report.

Assume no updates to right of way survey and/or mapping will be required.

# Attachment "C"

Staffing Rates, Hours, Reimbursables and Fee

# Exhibit A, Page 1 Salary Schedule

CHA Consulting, Inc.

# PIN 8780.41

# <u>Croton-on-Hudson Parking Facility and Bicycle Enhancements</u> Village of Croton-on-Hudson

# Westchester County 6/12/2017

# Supplemental Agreement No. 2

	ASCE (A)	A۱	/ERAGE	
	OR	HOU	RLY RATE	
JOB TITLE	NICET (N)	PRESENT	PROJECTED	OVERTIME*
	GRADE	4/1/2016	8/1/2017	CATEGORY
				_
PRINCIPAL	IX (A)	\$ 88.7	•	Α
MANAGING ENGINEER	VIII (A)	\$ 104.2	24 \$ 73.50	В
SENIOR PRINCIPAL ENGINEER	VII (A)	\$ 90.4	\$ \$ 73. <b>50</b>	В
PRINCIPAL ENGINEER	VI (A)	\$ 67.5	33 <b>\$</b> 70.24	В
SENIOR ENGINEER	V (A)	\$ 50.9	3 \$ 52.98	В
PROJECT ENGINEER	IV (A)	\$ 39.5	54 \$ 41.13	В
ASST PROJECT ENGINEER	III (A)	\$ 34.1	7 \$ 35.54	В
ENGINEER II	II/I (A)	\$ 28.2	26 \$ 29.40	В
ASSISTANT ENGINEER I	IV (N)	\$ 25.2	28 \$ 26.30	В
PRIN ENG TECH / DRAFTER	III (N)	\$ 46.0	0 \$ 47.85	С
SR ENGR TECH / DRAFTER III	II (N)	\$ 34.4	<b>17</b> \$ 35.86	С
SR ENGR TECH / DRAFTER II	l (N)	\$ 41.2	20 \$ 42.86	С
ENGR TECH / DRAFTER	NA	\$ 24.8	32 \$ 25.82	С
ASST ENGR TECH / DRAFTER	VI (A)	\$ 19.8	31 \$ 20.61	С
TECHNICAL TYPIST	V (A)	\$ 23.7	79 \$ 24.75	С

\*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 8 hours per day.

Exhibit A, Page 2 Staffing Table (1 of 1)

CHA Consulting, Inc.

PIN 8780.41
Croton-on-Hudson Parking Facility and Bicycle Enhancements
Village of Croton-on-Hudson
Westchester County
6/12/2017
Supplemental Agreement No. 2

					COCOCALICI	Supplemental Agreement No. 2	NO. 2							
	ASCE (A)											*		
	NICET (N)												PROJECTED	
	GRADE	rptg	subcnst									TOTAL	HOURLY	
TITLE	EQUIV.	1.07	1.1									HOURS	HOURS RATE	AMOUNT
SIPAL	(A) XI											0	\$ 73.50	\$0.00
GING ENGINEER	(A) III/											0		\$0.00
IOR PRINCIPAL ENGINEER	₹ ₹											0	\$ 73.50	\$0.00
SIPAL ENGINEER	€ i>											0	\$ 70.24	\$0.00
OR ENGINEER	€ >	2	9									8	\$ 52.98	\$423.82
ECT ENGINEER	(₹)		2									2	\$ 41.13	\$82.26
PROJECT ENGINEER	(A) III											0	\$ 35.54	\$0.00
VEER II	(A) IVI											0	\$ 29.40	\$0.00
STANT ENGINEER I	(N) ≥											0	\$ 26.30	\$0.00
ENG TECH / DRAFTER	(Z)											0	\$ 47.85	\$0.00
VGR TECH / DRAFTER III	(Z) =											0	\$ 35.86	\$0.00
NGR TECH / DRAFTER II	(X) -	2										2	\$ 42.86	\$85.71
R TECH / DRAFTER	NA											\$ 0		\$0.00
ENGR TECH / DRAFTER	(¥) I.V											0	\$ 20.61	\$0.00
NICAL TYPIST	(¥) >	1	- 1									2 \$		\$49.49
		ч	c	•	•		<	_	_	_	-	77	-	SC 1 28 B

# Exhibit B, Page 1 Direct Non-Salary Costs

CHA Consulting, Inc.

# PIN 8780.41 Croton-on-Hudson Parking Facility and Bicycle Enhancements Village of Croton-on-Hudson Westchester County 6/12/2017 Supplemental Agreement No. 2

	Su	ipplemental A	Agreement	No. 2				
I. CHA's Direct Costs:								
1. Vehicle Mileage								
a. To and from project site								
Car 0 trips x 270 Survey Van 0 trips x 270	miles / trip miles / trip	x x	\$0.565 \$0.565	/ mile / mile	=	\$0.00 \$0.00		
•	maco / mp	^	<b>Q</b> 0.000	7 111119		<b>V</b> 0.00		
b. To and from Village Offices 0 trips x 270	miles / trip	×	\$0.565	/ mile	=	\$0.00		
·	·							
		TOTAL VEH	HICLE MILE	EAGE			=	\$0.00
Mail including: postage, overnight deliveries, bulk n	nail (estimated)						=	\$0.00
	, ,							
3. Printing and Reproduction Costs (estimated)								
Plans	0	prints x	\$0.50	/ print	=	\$0.00		
11" x 17" Prints	ō	prints x	\$0.10	/ print	=	\$0.00		
Reports	0	large x	\$20.00	/ report	=	\$0.00		
Color Copies	0	copies x	\$2.00	/ copy	=	\$0.00		
		TOTAL PRI	NTING AN	D REPRODI	JCTION COST	-	=	\$0.00
	TOTAL CHA	DIRECT NO	N-SALAR	Y COSTS			=	\$0.00
II. SUBCONTRACTOR'S COSTS (Estimated)								
6. None							=	\$0.00
	TOTAL SUB	CONTRATO	R'S COST	s			=	<u>\$0.00</u>
III. SUBCONSULTANT'S COST								
7. R.K. Hite & Co., Inc Incidentals							=	\$5,225.00
8. R.K. Hite & Co., Inc Acquisitions							=	\$0.00
	TOTAL SUB	CONSULTA	NT'S COS	T			=	\$5,225.00

Croton-on-Hudson Parking Facility and

Project Title: Bicycle Enhancements

PIN: 8780.41

Village: Croton-on-Hudson County: Westchester

Exhibit B, Page 2 Specific Hourly Rate Schedule May 12, 2017 SA 01 (rev0 R.K. Hite & Co., Inc.

	ŀ	lourly Rate	s	
Job Title	Present	Projected	Maximum	Overtime Category
	(2017)	(2018)	Maximum	
Principal	\$125.00	\$130.00	\$130.00	Α
Project Manager	\$97.00	\$99.00	\$99.00	Α
Appraisal Reviewer	\$90.00	\$92.00	\$92.00	В
Relocation Specialist	\$90.00	\$92.00	\$92.00	В
Field Coordinator	\$70.00	\$72.00	\$72.00	В
Property Rights Specialist	\$65.00	\$66.00	\$66.00	В
Title Specialist	\$63.00	\$64.00	\$64.00	В
Title Examiner	\$65.00	\$66.00	\$66.00	В
Data Manager	\$75.00	\$77.00	\$77.00	В
Data Technician	\$61.00	\$62.00	\$62.00	В
Secretary	\$40.00	\$40.00	\$40.00	В
Title Attorney	\$100.00	\$100.00	\$100.00	Α
Appraiser	\$90.00	\$90.00	\$90.00	Α
EDPL Attorney	\$225.00	\$225.00	\$225.00	Α

# NOTE:

Hourly rates shall not exceed those shown above.

# OVERTIME POLICY

Category A: No overtime compensation.

Category B: Overtime compensated at straight time rate.

EXHIBIT B, PAGE 3 May 12, 2017 SA 01 (rev0

Project Title: Croton-on-Hudson
Parking Facility and
Bicycle Enhancements
PIN: 8780.41
Village: Croton-on-Hudson
County: Westchester

R.K. HITE & CO., INC.

STAFFING TABLE

					JOB TITLE	ITLE				
TASK	DESCRIPTION	PROJECT RADANAM	APPRAISAL REVIEWER	PROPERTY SPECIALIST	TITLE SPECIALIST	язмэіхэз этіт	SAB ATAD ABDANAM	DATA TECHUICIAN	уя <b>д</b> таяраг	TOTALS
GENERAL										
1.05	Project Familiarization	00.0	00'0	00'0	00.0	00.0	0.00	00.00	00.00	00.00
1.07	Cost and Progress Reporting	00.00	00:00	00.00	00.00	00.00	00'0	00.00	00.00	
	SUBTOTAL	00.00		00.00	00.00	00.00	00:00	00'0	00'0	00'0
INCIDENTAL PHASE	36									
5.01	Abstract Request Map and Title Search	0:20	00'0	00'0	10.00	1.00	00.00	1.00	0.75	13.25
5.02	Right of Way Survey	00.00	00'0	00.00	00.00	00.00	00.00	00.00	0.00	00.00
5.03	Right of Way Mapping	00.0	00'0	00'0	00.00	00.00	00.00	0.00	00.00	00.00
5.04	Right of Way Plan	00'0	00'0	00.00	00.00	00.00	00.00	0.00	00.00	00.00
5.05	Right of Way Cost Estimate	00.0	00.0	00:00	00.00	00.00	00.00	00:00	0.00	
5.06	Public Hearings/Meetings	00.00	00'0	00.0	00.00	00.00	00.00	00.00	0.00	
5.07	Property Appraisals	0.50	00'0	00.00	00.00	00.00	00.00	0.25	0.25	
5.08	Appraisal Reviews	0.50	ļ	00.00	00.00	00.00		0.50	0.50	<b>,</b>
5.10	Relocation Assistance (Incidental Phase)	00.00	00'0	00.00	00.00	00.00	00.00	0.00	0.00	
	SUBTOTAL	1.50	18.00	00.00	10.00	1.00		1.75	1.50	33.75
	1-2-2-1-2-2-1-2-2-2-2-2-2-2-2-2-2-2-2-2									6
ACCOUSTION PHASE					3	000	0		000	
5.09	Negotiations & Property Acquisition	00.00		00.0	0.00	00.0	00.00	00.0	0.00	0.0
9.10	Relocation Assistance (Acquisition Priase)	0.00		0.00	0.00	00.0	00.0	00.0	00.0	
	SUBIOIAL	00.0	0.00	0.00	00.00	0.00	0.00	0.00	0.00	
TOTAL HOLIRS		1 50	18.00	00.0	10.00	100	00.0	1.75	1.50	33.75
PROJECTED HOURLY RATE	RLY RATE	00.66\$	\$92.00	\$66.00	\$64.00	\$66.00	\$77.00	\$62.00	\$40.00	
Tagg Cost		\$148 ED	\$1 858 OO	00 0\$	00 079	00 998	00 U\$	\$108 FO	ระก กก	\$2,679,00
LABOR COST	A distance of the state of the	\$ 146.50			4040.00	900.00	00.00	*	00.00	

EXHIBIT B, PAGE 3b May 12, 2017 SA 01 (rev0

Project Title: Croton-on-Hudson
Parking Facility and
Bicycle Enhancements
PIN: 8780.41
Village: Croton-on-Hudson
County: Westchester

Direct Non-Salary

# R.K. HITE & CO., INC.

TASK	DESCRIPTION	TITLE YBNROTTA	ЯЗЅІАЯЧЧА	EDPL YATORNEY	TOTALS
GENERAL					
1.05	Project Familiarization	00:00		00.0	00.00
1.07	Cost and Progress Reporting	0.00	00.00	00.00	00.00
	SUBTOTAL	0.00	00.0	00.00	0.00
INCIDENTAL PHASE					
5.01	Abstract Request Map and Title Search	1.50	00.00	00.00	1.50
5.02	Right of Way Survey	00:0	00.0	00.0	00.00
5.03	Right of Way Mapping	00.0	00.0	00.0	00.00
5.04	Right of Way Plan	00:00	00.0	00:0	00.00
5.05	Right of Way Cost Estimate	00:0	00.00	00.0	00.00
5.06	Public Hearings/Meetings	00:0	0.00	00.0	00.00
5.07	Property Appraisals	00:00	24.00	00.00	24.00
5.08	Appraisal Reviews	0.00	00.0	00.00	00.00
5.10	Relocation Assistance (Incidental Phase)	00:00	00.0	00.0	00.00
	SUBTOTAL	1.50	24.00	00.00	25.50
ACQUISITION PHASE	E				00.00
5.09	Negotiations & Property Acquisition	0.00		00.0	00.00
5.10	Relocation Assistance (Acquisition Phase)	0.00	00.00	00.00	00.00
	SUBTOTAL	0.00	00.00	0.00	0.00
TOTAL HOURS		1.50	24.00	0.00	25.50
PROJECTED HOURLY RATE	LY RATE	\$100.00	\$90,00	\$225.00	
LABOR COST		\$150.00	\$2,160.00	\$0.00	\$2,310.00

Croton-on-Hudson Parking Facility and

Project Title: Bicycle Enhancements

PIN: 8780.41

Village: Croton-on-Hudson County: Westchester

Estimate of Direct Non-Salary Cost R.K. Hite & Co., Inc. May 12, 2017 SA 01 (rev0

EXHIBIT B, PAGE 4

# Travel, Lodging, Subsistence, Fees and Supplies

Per Diem			0 Nigh	nts @	\$145.00	/night		\$0.00	
Trips Incidental Phase	Vehicle Type	No. Trips	Mile Trip	e per	Total Miles				
To Site Local Acquisition Phase	Auto Auto		1 1	300 50					
To Site Local	Auto Auto		0	300 10			\$0.535_	\$187.25	
									\$187.25
Reproduction, Drawings & Report	s								\$41.25
Telephone									\$0.00
Postage & Deliveries									\$0.00
Supplies and Miscellaneous									\$6.00
Recording Fees									\$0.00
	TOTAL [	DIRECT	NON-S	ALARY	COSTS				\$234.50

Project Title: Croton-on-Hudson

Parking Facility and Bicycle Enhancements

EXHIBIT B, PAGE 5

Summary

May 12, 2017 SA 01 (rev0 R.K. HITE & CO., INC.

PIN: 8780.41

Village: Croton-on-Hudson County: Westchester

**TOTAL** 

ITEM 1A,

(estimated - subject to audit)

\$2,679.00

ITEM 1B

(estimated - subject to audit)

Item II, Direct Non-Salary Cost (estimated - subject to audit)

\$234.50

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 (Sub-Consultant Cost - Title/Closing Attorney)

\$150.00

(estimated -subject to audit)

Item II, Direct Non-Salary Cost (Sub-Consultant Cost - EDPL Attorney)

\$0.00

(estimated -subject to audit)

Item II, Direct Non-Salary Cost (Sub-Consultant Cost - Appraisals)

(estimated -subject to audit)

\$2,160.00

\$5,223.50

Say:

\$5,225.00

# Exhibit C **Summary**

CHA Consulting, Inc.

# PIN 8780.41

# Croton-on-Hudson Parking Facility and Bicycle Enhancements Village of Croton-on-Hudson Westchester County 6/12/2017

Supplemental Agreement No. 2

	Design Phase I-VI (.121) Engineering Tasks 1	Design Phase I-VI (.221) ROW Inc. Task <u>5</u>	Design Phase I-VI (.222) ROW Acq. Task <u>5</u>	TOTAL
Direct Technical Labor	\$641	\$0	\$0	\$641
Overtime, Premium Portion	\$0	\$0	\$0	\$0
Direct Non-Salary Costs (Estimated Subject to Audit)	\$0	\$0	\$0	\$0
Overhead (@ 143.27% Design) (@ 104.70% Field)	\$919	\$0	\$0	\$919
Fixed Fee (Negotiated)	\$200	\$0	\$0	\$200
Subcontractor's Cost	\$0	\$0	\$0	\$0
Subconsultant's Cost (Werner Archeological) Subconsultant's Cost (Ewell W. Finley, P.C.) Subconsultant's Cost (R.K. Hite, Inc.) Subconsultant's Cost (Pinyon Environmental, Inc.)	\$0 \$0 \$0 \$0	\$0 \$5,225		\$0 \$5,225
TOTAL ESTIMATED COST	\$1,760	\$5,225	\$0	\$6,985