

**CLIFTON PARK WATER AUTHORITY
BOARD MEETING**

**Wednesday, March 9, 2022
7:00 PM**

AGENDA

- Approve Minutes of February 15, 2022 Meeting

Privilege of the Floor

Old Business

- Project to Increase Capacity from SCWA
- DISH Network Lease Request
- Professional Services Agreement – Delaware Engineering

New Business

- 2021 Financial Audit Review

Other Business

- Request for Variance – 6 Round Lake Road

Clifton Park Water Authority

Resolution # ____, 2022

Approve Professional Services Agreement with Delaware Engineering

WHEREAS, after interviewing several engineering firms, the Clifton Park Water Authority has decided to enter into an agreement with Delaware Engineering for professional engineering services, now therefore be it

RESOLVED, that the CPWA Board of Directors hereby agrees to enter into a Professional Services Agreement with Delaware Engineering, as attached, and authorizes the CPWA Administrator to execute the agreement.

Motion By: _____

Seconded By: _____

Roll Call Vote:

| | <u>Ayes</u> | <u>Noes</u> |
|-------------------|-------------|-------------|
| Mr. Gerstenberger | _____ | _____ |
| Mr. Ryan | _____ | _____ |
| Mr. Taubkin | _____ | _____ |
| Mr. Butler | _____ | _____ |
| Ms. Osborne | _____ | _____ |

PROFESSIONAL SERVICES AGREEMENT

On-Call Professional Engineering Services

This Agreement is by and between

Clifton Park Water Authority (“CLIENT”)
661 Clifton Park Center Road
Clifton Park, NY 12065

and,

Delaware Engineering, D.P.C. (“ENGINEER”)
28 Madison Avenue Extension
Albany, New York 12203

Who agree as follows:

The CLIENT hereby engages the ENGINEER to perform the services described in Part I ("Services") and the ENGINEER agrees to perform the Services for the compensation set forth in Part II. Work shall be conducted pursuant to the Standard Terms and Conditions provided in Part III. The ENGINEER shall be authorized to commence the Services upon execution of this Agreement. The CLIENT and the ENGINEER agree that this signature page, together with Parts I-III and any attachments referred to therein, constitute the entire agreement between them relating to continuing Project assignments (Agreement).

APPROVED FOR CLIENT

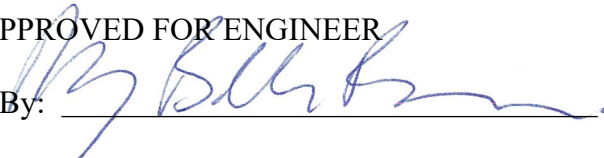
By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR ENGINEER

By:  _____

Printed Name: _____ Mary Beth Bianconi

Title: _____ Partner

Date: _____ March 9, 2022

PART I ENGINEER'S RESPONSIBILITIES

CLIENT seeks to establish a relationship with ENGINEER to assist CLIENT from time to time with professional services in support of CLIENT's public water system including but not limited to sources of supply, treatment, storage and distribution.

ENGINEER proposes to provide seamless technical support to CLIENT for a broad range of professional service activities. ENGINEER's staff of nearly 70 professional engineers, planners, scientists, operators and technicians with expertise in all aspects of public water supply including but not limited to operation, maintenance, grant funding, permitting, capital planning and capital improvements including construction oversight will be made available to CLIENT in the conduct of services authorized by this agreement.

ENGINEER is prepared to meet CLIENTS needs in a customized manner, including acting as an extension of the CLIENT's in-house staff, handling routine tasks such as reporting associated with regulatory programs and grants, and to respond to requests from CLIENT regarding project specific assignments.

ENGINEER offers CLIENT ultimate flexibility and agrees to follow the lead of the CLIENT with respect to assignments, participation in projects and meetings, etc. ENGINEER's role in any activity, task or project is based on specific engagement by the CLIENT.

ENGINEER offers a broad range of allied professional and technical services including but not limited to:

Professional Infrastructure Planning – preparation of asset inventories and management plans; budgeting and rate structure analysis; environmental permitting and regulatory coordination; conduct of the National Environmental Policy Act (NEPA) and the State Environmental Quality Review Act (SEQRA) including short and long environmental assessments, environmental impact statements, negative and positive declarations, public hearings, filing requirements and findings statements; public engagement and relations.

Professional Environmental Science – preparation and conduct of sampling plans and laboratory coordination; interpretation of lab results; and regulatory coordination as needed; stormwater design, permitting and review for construction stormwater discharges as well as post-construction structural measures; overall drainage planning including technical analysis, project design/permitting/construction inspection, and governance; grants and regulatory compliance.

Professional Engineering – all aspects of project planning, grants, design, permitting, bidding, construction inspection and contract administration, and start up for public water systems including supply, treatment, storage and distribution; wastewater conveyance, treatment, and discharge; and, structures and buildings associated with infrastructure systems.

Additional Services – ENGINEER has substantial capacity to meet CLIENT's needs not listed herein upon notification, including emergency technical support and licensed operator coverage.

PART II COMPENSATION

As an On-Call ENGINEER, it is envisioned that compensation may vary depending on assignments authorized by CLIENT, and substantial flexibility is offered by ENGINEER to CLIENT, including but not limited to:

- General Engineering Services - to facilitate questions and answers, attend routine meetings, conduct of research, or to initiate actions:
 - Invoiced on a time and materials (T&M) basis in accordance with the Rate Schedule in effect (rate schedules are adjusted once annually)

OR

- Monthly retainer (Retainer) which may be adjusted once annually to accommodate escalation
- Project Specific Assignments - projects with a defined scope of work that generally result in development of a formal engineering report, project plans, and potentially construction or other substantive action:
 - Time and materials basis,
 - Lump sum,
 - Progress payments, or
 - Another arrangement determined at the time of assignment

Compensation shall be determined on a case-by-case basis in writing which may be via electronic communications.

**DELAWARE ENGINEERING, D.P.C.
2022
HOURLY RATE SCHEDULE**

| Personnel | Rate |
|--|---------------|
| Admin, Billing Clerk, Project Coordinator | \$75 - \$90 |
| Communications | \$150 |
| Designer, Technician, Construction Inspector I | \$85 - \$95 |
| Designer, Technician, Construction Inspector II | \$120 - \$135 |
| Designer, Technician, Construction Inspector III | \$140 - \$150 |
| Designer, Technician, Construction Inspector IV | \$160 - \$195 |
| Engineer/Scientist/Planner I | \$95 - \$130 |
| Engineer/Scientist/Planner II | \$130 - \$155 |
| Engineer/Scientist/Planner III | \$155 - \$175 |
| Engineer/Scientist/Planner IV | \$180 - \$220 |
| Principal Engineer/Scientist/Planner | \$215 - \$235 |

Reimbursable Expenses:

1. Mileage @ Federal Rate
2. Travel Expenses (Lodging, Meals) @ Federal Per Diem Rate
3. FedEx, UPS, US Postal, Courier @ Cost
4. Subcontract Management @ Cost plus 5%
5. Other allowable costs @ Cost (Plan Reproductions, Photographs, etc.)

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and ENGINEER can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by CLIENT are specifically objected to.

2. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by CLIENT. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined.

3. SAFETY. ENGINEER has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.

4. DELAYS. If events beyond the control of CLIENT or ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, ENGINEER shall be entitled to an equitable adjustment in compensation.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. CLIENT shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including CLIENT'S obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

6. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the CLIENT only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract ids or actual costs to CLIENT.

7. RELATIONSHIP WITH CONTRACTORS. ENGINEER shall serve as CLIENT'S professional representative for the Services, and may make recommendations to CLIENT concerning actions relating to CLIENT'S contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CLIENT'S contractors.

8. CONSTRUCTION REVIEW. ENGINEER shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by ENGINEER.

9. INSURANCE. ENGINEER shall procure and maintain insurance within standard practices and shall cause CLIENT to be listed as an additional insured and shall deliver a certificate of insurance evidencing the coverages prior to commencement of services and at renewals thereafter during the life of the Agreement. CLIENT shall require Construction Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect CLIENT'S and ENGINEER'S interests and shall require Contractor to cause ENGINEER and its Consultants to be listed as additional insureds. No employee or agent of ENGINEER shall have individual liability to CLIENT.

10. HAZARDOUS MATERIAL. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. ENGINEER agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. CLIENT shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize ENGINEER to execute such documents as CLIENT'S agent. CLIENT waives any claim against ENGINEER and agrees to save ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER'S discovery of unanticipated hazardous materials or suspected hazardous materials.

11. INDEMNITIES. To the fullest extent permitted by law, ENGINEER shall indemnify and save harmless CLIENT from and against loss, liability, and damages sustained by CLIENT, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the willful misconduct or failure to adhere to the standard of care described in Paragraph 1 above of ENGINEER, its agents or employees.

To the fullest extent permitted by law, CLIENT shall, indemnify, and save harmless ENGINEER from and against loss, liability, and damages sustained by ENGINEER, its agents, employees, and representatives by reason of injury or death to persons, damages to tangible property, to the extent caused directly by the willful misconduct or negligence of CLIENT. CLIENT also agrees to require its construction contractor, if any, to include ENGINEER as an indemnitee under any indemnification obligation to CLIENT.

12. ACCESS. CLIENT shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

13. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CLIENT for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at the CLIENT'S risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when CLIENT provides deliverables in electronic media to another entity. CLIENT agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. CLIENT shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, ENGINEER shall be advised and the inconsistency shall be corrected at no additional cost to CLIENT. Following the expiration of this 30-day period, CLIENT shall bear all responsibility for the care, custody and control of the electronic media. In addition, CLIENT represents that it shall retain the necessary mechanisms to read the electronic media, which CLIENT acknowledges to be of only limited duration. CLIENT agrees to defend, indemnify, and hold harmless ENGINEER from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by CLIENT or others acting through CLIENT.

14. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

15. ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

16. STATUTES OF LIMITATION. Parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement is governed by the applicable statute in the State of New York.

17. DISPUTE RESOLUTION. Parties shall attempt to settle disputes arising under this agreement by discussion between the parties' senior representatives of management. If any dispute can not be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings.

18. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

19. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including CLIENT'S contractors, if any.

20. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

21. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

Clifton Park Water Authority

Resolution # ____, 2022

Grant Variance to Policy to Allow 6 Round Lake Road to Connect to CPWA System

WHEREAS, the owner of 6 Round Lake Road has requested that the CPWA allow the connection of the property to the CPWA water system, and

WHEREAS, CPWA policy requires that a water main must exist either in front of or across the street from a property in order for that property to connect to the water system, and

WHEREAS, the property at 6 Round Lake Road does not meet the aforementioned criteria allowing the connection, and

WHEREAS, extension of water main in order to serve this property provides no benefit to the CPWA, as there are no additional properties beyond this property that could be served by the CPWA in the future, and

WHEREAS, connection of the property to the CPWA system would require the CPWA to extend service through Saratoga County and NYS Department of Transportation rights-of-way, now therefore be it

RESOLVED, that the CPWA Board of Directors hereby grants a variance to its policy regarding connection to the CPWA system, allowing the owner of 6 Round Lake Road to connect to the water system, contingent on the CPWA's acquisition of work permits from Saratoga County and NYS Department of Transportation.

Motion By: _____

Seconded By: _____

Roll Call Vote:

| | <u>Ayes</u> | <u>Noes</u> |
|-------------------|-------------|-------------|
| Mr. Gerstenberger | _____ | _____ |
| Mr. Ryan | _____ | _____ |
| Mr. Taubkin | _____ | _____ |
| Mr. Butler | _____ | _____ |
| Ms. Osborne | _____ | _____ |

2021 Capital Budget Report

2021 Capital Budget Items Completed in 2021

| <u>Item</u> | <u>Estimated Cost</u> | <u>Actual Cost</u> | <u>Differential</u> |
|---|-------------------------|-------------------------|-----------------------|
| Brass Goods | \$19,000 | \$17,554 | \$1,446 |
| Yearly Water Meter Purchases | \$135,000 | \$144,291 | (\$9,291) |
| Fire Hydrants | \$21,000 | \$20,781 | \$219 |
| Ram 2500 Pickup Truck w/ snow plow & salter | \$45,000 | \$44,330 | \$670 |
| Car - Jeep Compass | \$30,000 | \$22,181 | \$7,819 |
| Loader | \$125,000 | \$124,944 | \$56 |
| (6) Sampling Stations for Bacteria Testing | \$5,000 | \$5,132 | (\$132) |
| Dehumidifier for Boyack WTP | \$3,500 | \$3,632 | (\$132) |
| (2) Gas Heaters for Boyack WTP | \$13,500 | \$8,400 | \$5,100 |
| SCADA System Communications Upgrade | \$16,500 | \$16,665 | (\$165) |
| Total | <u>\$413,500</u> | <u>\$407,909</u> | <u>\$5,591</u> |

2020 Capital Budget Items Completed in 2021

| <u>Item</u> | <u>Estimated Cost</u> | <u>Actual Cost</u> | <u>Differential</u> |
|-------------------------------------|-------------------------|-------------------------|-----------------------|
| New Dump Truck | \$150,000 | \$138,507 | \$11,493 |
| Knolltop Tank Refurbishment | \$591,445 | \$601,661 | (\$10,216) |
| Preserve Water Supply Investigation | \$40,400 | \$35,169 | \$5,231 |
| Total | <u>\$781,845</u> | <u>\$775,337</u> | <u>\$6,508</u> |

2020 Capital Budget Items Still In Progress as of 12/31/2021

| <u>Item</u> | <u>Estimated Cost</u> | <u>Cost-To-Date</u> | <u>EFC Grant Money</u> | <u>Actual Cost-To-Date</u> |
|--|---------------------------|---------------------------|-------------------------|----------------------------|
| SCWA Interconnect Contract & Engineering | \$1,137,173 | \$1,052,628 | \$400,146 | \$652,482 |
| Total | <u>\$1,137,173</u> | <u>\$1,052,628</u> | <u>\$400,146</u> | <u>\$652,482</u> |

