# Architectural/ Engineering Consultant Agreement

### Supplemental Agreement No. 2

PIN 3756.85	Municipal Contract No							
Agreement made this _	day of, by and between							
VILLAGE OF SKANEATELES (the "Municipality")								
having its principal office at <u>26 Fennell Street</u> , <u>Skaneateles</u> , <u>New York 13152</u> (the "Municipality")								
	and							

BARTON & LOGUIDICE, D.P.C. with its office at 443 Electronics Parkway, Liverpool, New York 13088 (the "Consultant")

#### WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this agreement as Replacement of Kelley Street over Skaneateles Creek (BIN 2257710) (as described in detail in Attachment A annexed hereto, the "Project") the Municipality has sought to engage the services of a Consultant Engineer) to perform the scope of services described in Attachment "B" of the original agreement as annexed hereto; and

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

WHEREAS, <u>Mayor of Skaneateles</u>, is authorized to enter this Agreement on behalf of the Municipality,

NOW, THEREFORE, the parties hereto agree as follows:

#### ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This agreement consists of the following:

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

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

- 2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Municipality with plans, estimates and other services and deliverables more specifically described in Attachment "B" of the original agreement as supplemented by Attachment "B" herein.
- 2.2 The CONSULTANT shall ascertain the applicable practices of the Municipality, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Agreement shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".
- 2.3 Except as herein modified, the Original Agreement dated May 12, 2022, including any amendments or revisions thereto not modified herein, remains in full force and effect.
- 2.4 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the Municipality.

#### ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

- 3.1 As full compensation for Consultant's work, services and expenses hereunder the Municipality shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.
- 3.2 For services rendered pursuant to this combined Supplement, the CONSULTANT shall be paid on a Cost Plus Fixed Fee Method, as described in Section 3.1 of the original agreement, with an amount not to exceed **\$218,000**.
- 3.3 The revised maximum amount payable shall be increased to **\$447,200** as shown on Attachment A. Direct Technical Salaries for 2024 shall not exceed the maximums shown in Exhibit A of Attachment C unless approved in writing by the Municipality. The overhead allowance shall be in accordance with the terms of the original agreement, at **170%** for Office, and **126%** for Field, in all events not to exceed a revised maximum of **180%** and is subject to audit. The fixed fee for these supplemental services will be **\$15,600**.

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

Reference: Municipality Contract Supplemental Agreement #2

Municipality VILLAGE OF SKANEATELES		
VILLAGE OF SKANEATELES	Consultant BARTON & LOGUIDICE,	D.P.C.
by:	by: Mathhew 1	Schooly
Date:	Date: March 5, 2024	/
STATE OF NEW YORK		
COUNTY OF		
On thisne, the subscriber, personally appeared to me	day of	20 hoforo
hat he/she resides in the, New York, the, New York, the authorized with ne/she signed and acknowledged the said instruction of County.	the execution of the matter herei	n provided for, and that
	Notary Public	County N.Y
	Notary Public,	County, N.Y.
	Notary Public,	County, N.Y.
	Notary Public,	County, N.Y.
STATE OF NEW YORK) COUNTY OF <i>ONONDAGA</i> )	Notary Public,	County, N.Y.

# ATTACHMENT A

Project Description and Funding

### Attachment A

# Architectural/ Engineering Consultant Agreement Project Description and Funding

PIN: 3756.85								
☐ Main Agreement ☐ Amendment to Agreement [add ider	ntifying #]							
☑Supplement to Agreement No. 2								
Phase of Project Consultant to work on:								
☐ P.E./Design ☐ ROW Incidentals ☐ ROW Acquisition ☑ Construction,	, C/I, & C/S							
Dates or term of Consultant Performance: Start Date: April 1, 2024 Finish Date: December 31, 2025								
PROJECT DESCRIPTION:								
Replacement of Kelley Street over Skaneateles Creek								
Project Location:								
Village of Skaneateles Onondaga County								
Consultant Work Type(s): See Attachment B for more detailed Task List.								
MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:								
Original MAP (Preliminary): Supplemental Agreement #1 (Final Design): Supplemental Agreement #2 (Construction Inspection/Admin): Revised Maximum Amount Payable:	\$ 86,000 \$143,200 <u>\$218,000</u> \$447,200							

Footnotes:

**ATTACHMENT B** 

Scope of Services

# **SCOPE OF SERVICES**

# **CONSTRUCTION PHASE SERVICES**

# Replacement

of

Kelley Street over Skaneateles Creek (BIN 2257710)

PIN 3756.85

March 2024

### **Section 9 - Construction Inspection**

#### 9.01 Equipment

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

The **Consultant** will furnish all other office, field and field laboratory supplies and equipment required to properly perform the inspection services listed below.

#### 9.02 Inspection

The **Consultant** must provide, to the satisfaction of the **Sponsor**, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The **Consultant** must assume responsibility, as appropriate, for the administration of the contract including maintaining complete project records, processing payments, performing detailed inspection work and on-site field tests of all materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the project.

#### 9.03 Municipal Project Engineer

The **Sponsor** will assign a Project Engineer to the contract covered by this agreement. This Project Engineer will be the **Sponsor's** official representative on the contract and the **Consultant** must report to and be directly responsible to said Project Engineer.

#### **9.04** Ethics

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

#### 9.05 Health and Safety Requirements

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

#### 9.06 Staff Qualifications and Training

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

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

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

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

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

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

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

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

#### 9.07 Scope of Services/Performance Requirements

#### Quality

The Consultant will enforce the specifications and identify in a timely manner to the **Sponsor** local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.

• Record Keeping & Payments to the Contractor

All records must be kept in accordance with the NYSDOT Manual for Uniform Record Keeping as well as any requirements required by the **Sponsor**. The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract to ensure that the Contractor complies with the Contract Plans and Specifications.

Any record plans, engineering data, survey notes or other data provided by the **Sponsor** should be returned to the **Sponsor** at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the **Consultant** will bear the endorsement of the **Consultant**. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.

Unless otherwise modified by this agreement, the **Consultant** will check, and when acceptable, approve all structural shop drawings.

The **Consultant** must submit the final estimate of the contract to the **Sponsor** within four (4) weeks after the date of acceptance of the contract. All project records must be cataloged, indexed, packaged, and delivered to the **Sponsor** within five (5) weeks after the date of the acceptance of the contract.

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

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

https://www.dot.ny.gov/dotapp/ebo

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

### 10.01 Estimating Assumptions (Barton & Loguidice, D.P.C.)

Section 9 Estimate construction will be for a 20-week duration.

	Estimated Staffing Hours					
		PRIN	VP	SPE	SCM	SET
9.01	Equipment (Hours incorporated in other tasks)					
9.02	Inspection (See Staffing Table)					
9.03	Construction Manager reporting progress (2 hr./week)			40		
9.04	Ethics (Hours incorporated in other tasks)					
9.05	Health & Safety Requirements – Assume initial staff			8		
	meeting at office					
9.06	Staff qualifications/training (Hours incorporated in other					
	tasks)					
9.07	Scope of services/performance requirements					
	Quality	1	6			
	Progress payments/record keeping (1 payment/month)	5	10			
	As-Built plans/closeout			16		16
	Level 1 Load Rating		2	2		
Tot	al	6	18	66		16

Construction Inspection will include but not be limited to:

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

Estimate construction will begin in June, 2024 and will be completed by November, 2024.

Note: Refer to staffing table for miscellaneous hours required for support staff.

# ATTACHMENT C

Staffing Rates, Hours, Reimbursables, and Fee

	ASCI	= (A)	AVERAGE	MAXIMUM	
	0		HOURLY RATES	HOURLY	
JOB TITLE	NICE		PRESENT	RATES	
	GRA	. ,	2024	2024	
	GKF	IDE	2024	2024	
Principal	IX	(A)	\$ 141.23	\$ 141.23	
Senior Vice President	IX	(A)	\$ 119.90	\$ 127.34	
Vice President	IX	(A)	\$ 91.51	\$ 99.23	
Senior Associate	VIII	(A)	\$ 83.57	\$ 86.00	
Associate	VIII	(A)	\$ 73.08	\$ 78.28	
Senior Managing Landscape Architect	VII	(A)	\$ 72.21	\$ 86.00	
Senior Managing Engineer Senior Project Manager	VII	(A)	\$ 68.72 \$ 69.25	\$ 76.07 \$ 82.69	
Chief Engineer	VII	(A)	\$ 71.96	\$ 81.36	
Senior Managing Hydrogeologist	VII	(A)	\$ 73.87	\$ 73.87	
Senior Managing Industrial Hygienist	VII	(A)	\$ 63.95	\$ 63.95	
Managing Engineer	VI	(A)	\$ 59.05	\$ 61.30	
Lead Asset Management Specialist	VI	(A)	\$ 80.48	\$ 80.48	
Managing Landscape Architect	VI	(A)	\$ 45.20	\$ 45.20	
Project Manager	VI	(A)	\$ 62.10	\$ 65.60	
Lead Engineer	VI	(A)	\$ 61.66		
Lead Environmental Scientist	VI	(A)	\$ 58.43		
Managing Hydrogeologist Senior Staff Engineer	VI	(A)	\$ 61.74 \$ 49.89	\$ 61.74 \$ 55.13	
Senior Managing Community Planner	V	(A)	\$ 68.91	\$ 68.91	
Senior Construction Manager	V	(A)	\$ 60.64	\$ 60.64	
Senior Project Engineer	V	(A)	\$ 53.78		
Senior Project Architect	V	(A)	\$ 55.13	\$ 55.13	
Senior Project Landscape Architect	V	(A)	\$ 48.51	\$ 48.51	
Senior Staff Environmental Scientist	V	(A)	\$ 43.00		
Senior Project Industrial Hygienist	V	(A)	\$ 43.00		
Managing Community Planner	V	(A)	\$ 45.20		
Project Community Planner Staff Intern Architect	IV	(A)	\$ 36.38		
Project Engineer	IV	(A)	\$ 45.20 \$ 48.30	\$ 45.20 \$ 54.02	
Project Architect	IV	(A)	\$ 49.61	\$ 49.61	
Project Landscape Architect	IV	(A)	\$ 41.90	\$ 41.90	
Senior Staff Asset Management Specialist	IV	(A)	\$ 63.61	\$ 63.61	
Staff Engineer	IV	(A)	\$ 46.67	\$ 50.16	
Crew Chief	IV	(A)	\$ 39.49		
Senior Staff Field Scientist	IV	(A)	\$ 40.68	\$ 40.68	
Staff Asset Management Specialist	IV	(A)	\$ 60.42		
Staff Industrial Hygienist	IV	(A)	\$ 38.04		
Staff Environmental Scientist Project Environmental Scientist	IV III	(A)	\$ 34.18 \$ 42.45		
Intern Architect III	III	(A)	\$ 40.79		
Staff Hydrogeologist	III	(A)	\$ 33.24	\$ 35.83	
Intern Architect II	Ш	(A)	\$ 36.38	\$ 36.38	
Community Planner II	II	(A)	\$ 34.18	\$ 34.18	
Engineering Designer II	II	(A)	\$ 50.53		
Engineer II	ll	(A)	\$ 41.86	\$ 45.20	
Environmental Scientist II	II.	(A)	\$ 29.77	\$ 29.77	
Community Planner I	<u> </u>	(A)	\$ 27.93		
Architectural Designer I Assistant Landscape Architect I	<u> </u>	(A)	\$ 27.01 \$ 32.25		
Engineer I	<del>l i</del>	(A)	\$ 38.25	\$ 39.69	
Environmental Scientist I	i i	(A)	\$ 24.26		
Hydrogeologist I	İ	(A)	\$ 24.81	\$ 24.81	
Resident Engineer	IV	(N)	\$ 60.00	\$ 63.00	
Senior Engineering Technician	IV	(N)	\$ 47.08	\$ 47.41	
Office Engineer	IV	(N)	\$ 58.07		
Chief Inspector	III	(N)	\$ 65.05	\$ 65.05	
Senior Inspector	III	(N)	\$ 49.19		
Senior Environmental Technician	III	(N)	\$ 25.36 \$ 34.21		
Engineering Technician Environmental Technician		(N) (N)	\$ 34.21 \$ 23.15	\$ 38.04 \$ 23.15	
Industrial Hygienist I	<u> </u>	(N)	\$ 24.81		
Contract Specialist	N/A	(14)	\$ 35.18		
			. 30.10		
Engineering Aide	N/A		\$ 38.04	\$ 38.04	
	N/A N/A		\$ 38.04 \$ 31.13		
Engineering Aide				\$ 34.95 \$ 24.03	

# Replacement of Kelley Street over Skaneateles Creek PIN 3756.85

	ASCE (A)							20 Wee	k Duration														
	OR	8.01	9.01	& 9.02													9.03		PROJ'D	DIRECT	PROJ'D		DIRECT
JOB TITLE	NICET (N)		Jan '24	Feb '24	March '24	April '24	May '24	June '24	July '24	Aug '24	Sept '24	Oct. '24	Nov. '24	Dec. '24	Tot		9.07	TOTAL	HOURLY	TECHNICAL	O'TIME	O'TIME	TECHNICAL
	GRADE		Reg. O	Γ Reg. O	Γ Reg. OT	Reg. OT	Reg. OT	Reg. OT	Reg. OT	Reg. OT	Reg. OT	Reg. OT	Reg. OT	Reg. OT	Reg.	ОТ		HOURS	RATE	LABOR	HOURS	PREM.	O'TIME
Principal	IX						<u> </u>								0	Λ	6	6	\$141.23	\$847.38			
Vice President	IX		<b>.</b>				<u> </u>	10	10	40	40	10	10			0	40						
								10	10	10	10	10	10		60	U	18	78	\$91.51	\$7,137.59			
Senior Associate	VIII												1		0	0		0	\$83.57	\$0.00			
Associate	VIII														0	0		0	\$73.08	\$0.00			
Senior Managing Engineer	VII														0	0		0	\$68.72	\$0.00			
Managing Engineer	VI													<u> </u>	0	0		0	\$59.05	\$0.00			
Senior Construction Manager	V					1								1	0	0		0	\$60.64	\$0.00			
Senior Project Engineer	V		1					8	8	8	8	8	8		48	0	66	114	\$53.78	\$6,130.91			
Project Engineer	IV	• • • • • • • • • • • • • • • • • • • •		•••••••••••••••••••••••••••••••••••••••	····	<u> </u>	<u> </u>			<u> </u>	•••••••••••			<u> </u>	0	0		0	\$48.30	\$0.00	•••••		••••••
Project Environmental Scientist	III														0	0		0	\$42.45	\$0.00			
Engineer II	II														0	0		0	\$41.86	\$0.00			
Engineer I	I														0	0		0	\$38.25	\$0.00			
Resident Engineer	IV							160	160	160	160	160	40		840	0	16	856	\$60.00	\$51,360.00	0	\$30.00	\$0.00
Senior Engineering Technician	IV														0	0	16	16	\$47.08	\$753.23			
Engineering Technician	II														0	0		0	\$34.21	\$0.00			
Senior Inspector	III													<u> </u>	0	0		0	\$49.19	\$0.00			
Engineering Aide	N/A		Ī											Ī	0	0		0	\$38.04	\$0.00			
Senior Group Technical Assistant	N/A														0	0		0	\$31.13	\$0.00			
	TOTAL	0	0 0	0 0	0 0	0 0	0 0	178 0	170 0	178 0	178 0	178 0	58 0	0 0	948	0	122	1070		\$66,229.11			\$0.00

### Exhibit B, Page 1 Estimate of Direct Non-Salary Cost

# Replacement of Kelley Street over Skaneateles Creek PIN 3756.85

#### **Construction Inspection & Administration**

	1.	Travel,	Lodging	and	Subsistenc
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1. Trave	I, Lodging and Subsister	nce								
	Trips to Site/Village (by EIC) Misc. (by CM)	trips 50 5		miles/trip miles/trip age	1000 1250 2250	@	\$0.535	\$1,203.75		
			TOTAL TR	AVEL, LODG	ING, & SU	BSISTE	ENCE		\$1,204	
2. Repro	duction, Drawings & Re	port								
	Donarta		each	sheets/set	sets					
	Reports  Daily Inspection		0.05	140	2			\$14.00		
	Miscellaneous		0.05	400	1			20.00		
	Plans/Cross-Sections							00 77		
	As-Built Drawings		0.25	45	3			33.75		
TOTAL DRAWING, REPORT, REPRODUCTION										
3. Mail, F	Postage & Shipping								\$250	
4. Appia License (1 @ \$2500 /each)									\$2,500	
5. Steel S	Shop Inspection								\$30,000	
6. Field T	esting =								\$12,000	
								_		
TOTAL DIRECT NON - SALARY COST \$4										

#### Exhibit C Supplemental Scope Summary

# Replacement of Kelley Street over Skaneateles Creek PIN 3756.85

			CA/CI - 09 <u>TOTAL</u> 321 Phase
Item IA, Direct Technical Salaries (estimated) subject to audit		\$	14,869.11 office
Item IB, Direct Technical Salaries Premium Portion of overtime subject to		\$	51,360.00 field
audit (estimate)		\$	-
Item II, Direct Non- Salary Cost (estimated) subject to audit		\$	46,020.00
Item II Direct Non- Salary Cost (estimated) subject to audit		•	
(Sub-Contractor Cost)		\$	-
Item III, Overhead (estimated) subject to audit			
	office rate 1.70 % field rate 1.26 %	\$ \$	25,277.48 office 64,713.60 field
Item IV, Fixed Fee (negotiated)		\$	15,600.00
Item II Direct Non- Salary Cost (estimated) subject to audit (Sub-Consultant Cost)			
TOTAL ESTIMATED PROJECT CO	<b>PST</b>	\$	217,840.19
Maximum Amount Payable		\$	218,000.00