

REQUEST FOR AGENDA ITEM
Legislative Request / BOM Request

Legislative Request _____ BOM Request x

Date 1-25-2022
Department Engineering
Contact Person Garry Nathan

PURPOSE FOR REQUEST:

Adoption of Resolution: _____
Adoption of Local Law: _____
Adoption of Ordinance: _____
Budget Amendment: _____
Bond Approval: _____
Contract Authorization: _____
Other (Briefly Explain) A-E Amendent

Budget Amendment (State the following)
Increase Account/Line No. _____
Decrease Account /Line No. _____
Source of Funds State DOT

CONTRACT AUTHORIZATION

Purchase Equipment/Supplies: _____
Lease Equipment/Supplies: _____
Professional Services: x
Education/Training: _____
Settlement of Claim: _____

Grants:

New _____
Renewal _____
Submission Dead Line _____

Fiscal Impact in Dollars or Percentage

Federal _____
State \$7047 _____
City of Cohoes _____

All back -up material has been submitted x

Explanation: NYSDOT recently Amended the RR Crossing Agreement for additional costs. This A-E Supplement is the costs to pay for costs that were already incurred and for helping the city close out the project.. The NYSDOT owes the City about \$30,000.00 which the \$7047 is included in the \$30,000 amount _____

Use space or add typed attachment.

Submitted by: Garry Nathan date 01-25-2022

**Architectural/ Engineering
Consultant Agreement**

Supplemental Agreement No. 3

PIN (s) 1933.17.321 Municipal Contract No. _____

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

City of Cohoes
(municipal corporation)

**97 Mohawk Street
Cohoes, NY 12047
(the "Municipality")**

and

BARTON & LOGUIDICE, D.P.C. with its office at 10 Airline Drive, Albany, New York 12205 (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 **Municipal Work at Multiple Highway-Rail At-Grade Crossings of Canadian Pacific / D&H Railway, Colonie Main Line, City of Cohoes, Albany County (Cohoes Railroad Crossings) (PIN 1933.17.321)** (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, Mayor William T. Keeler, 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" – Supplemental Task List;
- 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 April 24, 2015 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 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 \$ 7,047.

3.3 The revised maximum amount payable shall be increased to \$135,941 as shown on Exhibit C of Attachment C. Direct Technical Salaries for 2018 shall not exceed the maximums shown in Exhibit A of Attachment C unless approved in writing by the Municipality.

3.4 The overhead allowance for office work was initially established at 187% in all events not to exceed 195% and is subject to audit. The revised allowance is established at 175% in all events not to exceed 183% for office work and 125% in all events not to exceed 135% for field staff and is subject to audit. The fixed fee for these supplemental services is \$ 780.

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

Reference: Municipality Contract Supplemental Agreement # 3

Municipality (City of Cohoes)	Consultant (Barton & Loguidice, D.P.C.)
by:	by: <u>Matthew J. Schopler</u>
Date:	Date: January 25, 2022

STATE OF NEW YORK

COUNTY OF _____ ss:

On this _____ day of _____, 2022, before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in _____, New York; that he/she is the _____ of _____, New York, 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 the Municipality.

Notary Public, _____ County, N.Y.

STATE OF NEW YORK)
COUNTY OF Onondaga ss:

On this 25th day of January, 2022, before me personally came Matthew J. Schopler, to me known, who being by me duly sworn, did depose and say that he/she resides in the Town of Aurelius, New York; that he/she is the Principal, of the corporation described in and which executed the above 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 the corporation.

Jody J. Balduzzi
Notary Public, State of New York
No. 0186024758
Qualified in Onondaga County
Commission Expires 1-24-2023

Jody J. Balduzzi
Notary Public, Onondaga County, NY

Attachment A

Architectural/ Engineering Consultant Agreement
Project Description and Funding

PIN: 1933.17.321
BIN: NA

Term of Agreement Ends: 12/31/2022

Main Agreement Amendment to Agreement [add identifying #]

Supplement 3 to Main Agreement

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: 3/14/2015
Finish Date: 12/31/2022

PROJECT DESCRIPTION:

The project work involves the Design, Construction Support and Inspection Services for the installation of various pedestrian and delineation improvements at eight (8) Railroad crossings in the City of Cohoes.

This Supplement includes additional, Construction Administration, Support and Inspection Services to be added as Supplemental Agreement #3.

This supplemental is also to extend the contract term to December 31, 2022

Project Location:

City of Cohoes, Albany County, New York.

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 Agreement:	\$ 30,443
Supplemental Agreement #1:	\$ 83,707
Supplemental Agreement #2:	\$ 14,744
Supplemental Agreement #3:	\$ 7,047
Total Maximum Amount Payable:	\$ 135,941

ATTACHMENT B
TASK LIST AND TECHNICAL ASSUMPTIONS

EXECUTIVE SUMMARY

Supplemental Number 3

PIN 1933.17.321

Municipal Work at Multiple Highway-Rail At-Grade Crossings of Canadian Pacific / D&H Railway, Colonie Main Line, City of Cohoes, Albany County

**City of Cohoes
97 Mohawk Street
Cohoes, NY 12047**

This Federal Aid project involves the design, construction, and construction oversight for eight (8) at-grade crossings in the City of Cohoes. The work includes the installation of curb, sidewalks, medians, signage, striping, crosswalks, and accessible ramps. The work also includes the removal of sidewalk, trees and brush and replacement of damaged guiderail.

This request for supplement includes expanded, construction administration, inspection and construction support services for the project. The project is complete and in the project closeout phase. The project was constructed in the 2016-2017 construction season.

This Agreement supplements the Construction Support, and the Construction Inspection phases of the project.

The provisions of the original project agreement and Supplemental No. 1 remain in effect except as modified herein under this Supplement No. 3.

Section 1 - General

The Consultant shall provide General Services for the project as outlined in the original and supplemental scope and agreements. In addition, the following services will be included:

1.01 Project Description and Location

This project is known as: **Ontario Municipal Work at Multiple Highway-Rail At-Grade Crossings of Canadian Pacific / D&H Railway, Colonie Main Line, City of Cohoes, Albany County**

PIN: **1933.17.321**

Project Description: **The project involves the design, construction oversight, and installation of various pedestrian and delineation improvements at eight (8) Railroad crossings in the City of Cohoes.**

Project Limits: **Intersections along the Canadian Pacific / D&H Railway, Colonie Main Line from Bridge Street (MP 8.02) to New Courtland Street (MP 9.15).**

City: **Cohoes**

County: **Albany**

All work performed by the Consultant at the Consultant's initiative must be within the current project limits specified above.

1.02 Contract Administrator

The City's Contract Administrator for this project is **Mayor William T. Keeler** who can be reached at **(518) 233 - 2121**.

All correspondence to the City should be addressed to:

**Mayor William T. Keeler
City of Cohoes
97 Mohawk Street
Cohoes, NY 12047**

The Contract Administrator should receive copies of all project correspondence.

1.04 Categorization of Work Under Supplemental Number 3

Project work is generally divided into the following sections:

Section 8 Construction Support
Section 10 Estimating & Technical Assumptions

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **City's** Contract Administrator. Meetings may be held to:

- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- Manage subconsultants and subcontractors.
- Weekly meetings with Contractors, Consultants, & City.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within ten (10) days of the meeting date.

Section 8 - Construction Support

The Consultant shall provide Construction Support Services for the project as outlined in the original and supplemental scope and agreements. In addition, the following services will be included:

8.01 Construction Support

The Consultant will complete Change Order #2 (FINAL) for the construction phase to balance all quantities completed by the contractor. The Consultant will also provide quantity reports and itemized breakdown of the State and Local shares of the contract. The additional share breakdown of the Change Order will be utilized by the State to modify the Final State-Local Agreement.

The Consultant will coordinate with the NYSDOT on the final quantities and share breakdown.

The Consultant will meet with the City to review the Final Change Order, Final Funding Share breakdown, and project close-out.

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

Section 8

There will be 2 **additional** meetings during the life of this agreement.

Assume 1 **additional** contractor change order will occur during the life of this agreement.

Additional coordination with the NYSDOT and 1 **Additional** project close-out materials will be supplied to the NYSDOT.

ATTACHMENT C

STAFFING RATES, HOURS, REIMBURSABLES, AND FEE

**EXHIBIT A-1
Salary Schedule**

PIN 1933.17.321
Cohoes Railroad Crossings
City of Cohoes
Barton & Loguidice, D.P.C.

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES		MAXIMUM HOURLY RATES 2022	OVERTIME CATEGORY
		(A)	PRESENT Jan-22		
Principal	IX (A)	\$ 83.95	\$ 83.95	\$ 83.95	A
Senior Vice President	IX (A)	\$ 83.95	\$ 83.95	\$ 83.95	A
Vice President	IX (A)	\$ 79.32	\$ 79.32	\$ 83.95	A
Senior Associate	IX (A)	\$ 70.00	\$ 70.00	\$ 75.19	A
Associate	VIII (A)	\$ 57.10	\$ 57.10	\$ 71.89	A
Senior Managing Landscape Architect	VII (A)	\$ 64.04	\$ 64.04	\$ 77.66	B
Senior Project Manager	VII (A)	\$ 62.15	\$ 62.15	\$ 73.85	B
Senior Managing Engineer	VII (A)	\$ 58.50	\$ 58.50	\$ 74.16	B
Senior Managing Hydrogeologist	VII (A)	\$ 59.48	\$ 59.48	\$ 64.38	B
Senior Managing Environmental Scientist	VII (A)	\$ 54.59	\$ 54.59	\$ 54.59	B
Senior Managing Industrial Hygienist	VII (A)	\$ 52.53	\$ 52.53	\$ 52.53	B
Chief Engineer	VII (A)	\$ 56.03	\$ 56.03	\$ 70.04	B
Managing Engineer	VI (A)	\$ 41.10	\$ 41.10	\$ 74.47	B
Lead Asset Management Specialist	VI (A)	\$ 64.43	\$ 64.43	\$ 64.43	B
Managing Landscape Architect	VI (A)	\$ 53.01	\$ 53.01	\$ 61.49	B
Construction Manager	VI (A)	\$ 45.32	\$ 45.32	\$ 45.32	B
Project Manager	VI (A)	\$ 50.49	\$ 50.49	\$ 53.66	B
Lead Engineer	VI (A)	\$ 50.69	\$ 50.69	\$ 53.41	B
Managing Community Planner	VI (A)	\$ 51.91	\$ 51.91	\$ 51.91	B
Lead Environmental Scientist	VI (A)	\$ 46.35	\$ 46.35	\$ 61.50	B
Managing Hydrogeologist	VI (A)	\$ 49.42	\$ 49.42	\$ 50.93	B
Senior Staff Engineer	V (A)	\$ 40.17	\$ 40.17	\$ 42.75	B
Senior Managing Community Planner	V (A)	\$ 57.37	\$ 57.37	\$ 57.37	B
Senior Construction Manager	V (A)	\$ 55.52	\$ 55.52	\$ 55.52	B
Senior Project Engineer	V (A)	\$ 46.07	\$ 46.07	\$ 54.59	B
Senior Project Landscape Architect	V (A)	\$ 38.37	\$ 38.37	\$ 40.99	B
Senior Project Community Planner	V (A)	\$ 34.35	\$ 34.35	\$ 34.51	B
Staff Engineer	IV (A)	\$ 37.80	\$ 37.80	\$ 38.83	B
Project Engineer	IV (A)	\$ 39.74	\$ 39.74	\$ 42.85	B
Staff Intern Architect	IV (A)	\$ 43.26	\$ 43.26	\$ 43.26	B
Project Architect	IV (A)	\$ 40.94	\$ 40.94	\$ 40.94	B
Senior Staff Environmental Scientist	IV (A)	\$ 39.91	\$ 39.91	\$ 40.17	B
Senior Land Surveyor	IV (A)	\$ 38.63	\$ 38.63	\$ 39.14	B
Project Industrial Hygienist	IV (A)	\$ 34.40	\$ 34.40	\$ 34.40	B
Crew Chief	IV (A)	\$ 29.61	\$ 29.61	\$ 33.48	B
Staff Industrial Hygienist	IV (A)	\$ 32.65	\$ 32.65	\$ 32.65	B
Staff Field Scientist	IV (A)	\$ 31.62	\$ 31.62	\$ 31.62	B
Staff Environmental Scientist	IV (A)	\$ 26.57	\$ 26.57	\$ 27.40	B
Engineer III	III (A)	\$ 37.61	\$ 37.61	\$ 42.85	B
Project Environmental Scientist	III (A)	\$ 34.40	\$ 34.40	\$ 34.40	B
Intern Architect III	III (A)	\$ 31.42	\$ 31.42	\$ 31.42	B
Asset Management Specialist I	III (A)	\$ 30.54	\$ 30.54	\$ 30.54	B
Staff Hydrogeologist	III (A)	\$ 27.30	\$ 27.30	\$ 27.30	B
Environmental Scientist III	III (A)	\$ 25.75	\$ 25.75	\$ 25.75	B
Hydrogeologist III	III (A)	\$ 25.49	\$ 25.49	\$ 26.49	B
Staff Assistant Landscape Architect	III (A)	\$ 29.05	\$ 29.05	\$ 29.05	B
Engineering Designer II	II (A)	\$ 48.15	\$ 48.15	\$ 53.58	B
Engineer II	II (A)	\$ 28.00	\$ 28.00	\$ 43.26	B
Community Planner II	II (A)	\$ 28.17	\$ 28.17	\$ 28.74	B
Hydrogeologist II	II (A)	\$ 24.49	\$ 24.49	\$ 26.27	B
Environmental Scientist II	II (A)	\$ 23.21	\$ 23.21	\$ 23.90	B
Engineering Designer I	I (A)	\$ 43.26	\$ 43.26	\$ 43.26	B
Engineer I	I (A)	\$ 31.68	\$ 31.68	\$ 32.70	B
Environmental Scientist I	I (A)	\$ 21.84	\$ 21.84	\$ 22.66	B
Assistant Landscape Architect I	I (A)	\$ 24.21	\$ 24.21	\$ 24.21	B
Community Planner I	I (A)	\$ 25.75	\$ 25.75	\$ 25.75	B
Resident Engineer	IV (N)	\$ 46.35	\$ 46.35	\$ 55.62	C
Senior Asset Management Technician	IV (N)	\$ 37.08	\$ 37.08	\$ 37.08	C
Senior Engineering Technician	IV (N)	\$ 39.22	\$ 39.22	\$ 40.68	C
Senior CAD Technician	III (N)	\$ 26.27	\$ 26.27	\$ 26.27	C
Senior Inspector	III (N)	\$ 35.31	\$ 35.31	\$ 44.29	C
Engineering Technician	II (N)	\$ 30.90	\$ 30.90	\$ 30.90	C
GIS Analyst	II (N)	\$ 24.72	\$ 24.72	\$ 24.72	C
Inspector	I (N)	\$ 31.42	\$ 31.42	\$ 31.42	C
Instrument Operator	I (N)	\$ 21.51	\$ 21.51	\$ 21.63	C
Industrial Hygiene Technician I	I (N)	\$ 18.03	\$ 18.03	\$ 18.03	C
Engineering Aide	N/A	\$ 32.45	\$ 32.45	\$ 32.45	C
Contract Specialist	N/A	\$ 21.20	\$ 21.20	\$ 39.14	C
Senior Group Technical Assistant	N/A	\$ 25.66	\$ 25.66	\$ 20.15	C
Group Technical Assistant	N/A	\$ 19.78	\$ 19.78	\$ 25.85	C
Intern	N/A	\$ 15.51	\$ 15.51	\$ 15.97	C

OVERTIME POLICY

Category A - No overtime compensation

Category B - Overtime compensated at straight time rate

Category C - Overtime compensated at straight time rate x 1.50

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

Exhibit A-2
Staffing Table

PIN 1933.17.321

Cohoes Railroad Crossings
City of Cohoes
Barton & Loguidice, D.P.C.

JOB TITLE	ASCE (A) OR NICET (N)	Construction Phase		TOTAL HOURS	DIRECT HOURLY RATE	DIRECT LABOR
		Administration	Inspection			
Principal	IX (A)				\$ 83.95	\$ -
Senior Associate	IX (A)	4		4	\$ 70.00	\$ 280.00
Associate	VIII (A)	25		25	\$ 57.10	\$ 1,427.50
Senior Managing Engineer	VII (A)	4		4	\$ 58.50	\$ 234.00
Managing Engineer	VI (A)	4		4	\$ 41.10	\$ 164.40
Senior Project Engineer	V (A)				\$ 46.07	\$ -
Engineer II	II (A)	3		3	\$ 28.00	\$ 84.00
Contract Specialist	#N/A	2		2	\$ 21.20	\$ 42.40
Senior Group Technical Assistant	#N/A				\$ 25.68	\$ -

42

42

\$ 2,232.30

\$

\$

2,232.30

\$ 2,232.30

Exhibit A-3
 Estimate of Direct Non-Salary Cost - Detailed Design

PIN 1933.17.321
 Cohoes Railroad Crossings
 City of Cohoes
 Barton & Loguidice, D.P.C.

1. Travel, Lodging and Subsistence

Trips to	trips	miles per					
Section 8	4	24 miles/trip		96			
Section 9		24 miles/trip		0			

		Total Mileage		96	@	\$0.585	\$56.16

Tolls	0				\$0.00	per trip	\$0.00

TOTAL TRAVEL, LODGING, & SUBSISTENCE \$56

2. Reproduction, Drawings & Report

	each	sheets/set	sets		
Design Phases I-VI					
Preliminary Plans (11 x 17)	\$0.18	0	4		\$0.00
ADP Plans (11 x 17)	\$0.18	0	4		\$0.00
PS&E Plans (11 x 17)	\$0.18	0	4		\$0.00
Miscellaneous Copies	\$0.09	200	4		\$72.00
Bid Books	\$0.09	0	4		\$0.00
Bid Plans (11 x 17)	\$0.18	0	4		\$0.00

TOTAL DRAWING, REPORT, REPRODUCTION \$72 \$72

TOTAL DIRECT NON - SALARY COST (DNSC) = ----- \$128

**Exhibit B
Summary**

**PIN 1933.17.321
Cohoes Railroad Crossings
City of Cohoes
Barton & Loguidice, D.P.C.**

			Construction Admin. & Inspection 1933.17.321	
			Total	
Item IA, Total Labor Costs based on Specific Rates			\$	2,232
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)			\$	-
Item II, Direct Non- Salary Cost (estimated) subject to audit			\$	128
Item II Direct Non- Salary Cost (estimated) subject to audit (Sub-Contractor Cost)				
Item II Direct Non- Salary Cost (estimated) subject to audit (Sub-Consultant Cost)				
Item III, Overhead (estimated) subject to audit	Office Staff	175%	\$	3,907
	Field Staff	122%	\$	-
Item IV, Fixed Fee (negotiated)			\$	780
Supplement #3 Maximum Amount Payable =			\$	7,047