

**Agreement Addendum Three Between City of Saratoga Springs, NY
and Barton & Loguidice, PC
Water Treatment Plant Filter Rehabilitation Project**

This Addendum, between **Barton & Loguidice, PC** with offices at 10 Airline Drive, Suite 200, Albany, NY Park, NY 12205 (“Consultant”) and the **City of Saratoga Springs** (“City”), 474 Broadway, Saratoga Springs, NY 12866 entered into between the above referenced parties on the effective date of March 18, 2014 is hereby added to the **Original Agreement dated April 19, 2011, Addendum No.1 dated November 6, 2012, and Addendum No.2 Dated September 17, 2013**. The original Agreement had a total Contract sum of \$70,000. Agreement Addendum One dated November 6, 2012 was for an additional sum of \$51,250. Agreement Addendum Two dated September 17th, 2013 was for an additional \$20,400, bringing the Total Contract Amount currently to \$141,650.

Additional Services provided under this Agreement Addendum: Consultant shall provide **Additional Professional Construction Observation Services and coordination of the remediation for the pipe gallery flooding for the Water Treatment Plant Filter Project** as described in the “Supplement for Additional Construction Administration Services” dated March 5, 2014, and the Supplement for Additional Construction Observation and Administration Services Related to the Flooded Pipe Gallery, Dated March 5, 2014, for an additional total fee not to exceed Thirteen Thousand Seventy Three dollars (\$13,073) a copies of which are hereto attached. Invoicing for the additional construction observation services under this Addendum Number Three shall be on a Time and Materials basis. The Consultant represents that the company providing this service is qualified to perform the type and scope of work to be done.

Accordingly, this Agreement Addendum Number Three brings the **Total Authorized Contract Amount** to: One Hundred Fifty Four Thousand Seven Hundred twenty three dollars (**\$154,723**).

The terms of the City’s Risk and Safety Agreement as provided in the Original Agreement shall also cover this Agreement Addendum Number Three. All other terms and conditions of the original Agreement remain the same. The parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein sign this Agreement.

CITY
Signature: _____

CONSULTANT
Signature: _____

Date: _____

Date: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

City Council Approval Date: _____

March 5, 2014

Timothy W. Wales, P.E.
City Engineer
City of Saratoga Springs
474 Broadway
Saratoga Springs, New York 12866

Re: Water Treatment Plant Filter Rehabilitation Project
Supplement for Additional Construction Observation and Administration Services
Related to Flooded Pipe Gallery

File: 539.021.002

Dear Mr. Wales:

As part of the Scope of Services outlined in the Agreement for Engineering Services dated April 28, 2011, Barton & Loguidice, D.P.C. (B&L) has provided engineering services for rehabilitation of the filters at the City of Saratoga Springs' (the City) Excelsior Avenue Water Treatment Plant (WTP) and currently is assisting the City with construction administration and on-site representation during the construction phase of this important project.

On Saturday, November 9, 2013, B&L was notified by the City of Saratoga Springs that substantial flooding had occurred in their pipe gallery at the WTP during the construction of the filter repairs. As a result of the flood, many of the newly installed electronic actuators, transmitters, control wires, conduits and other associated equipment were submerged along with existing equipment. B & L responded and was on site during the initial emergency response and helped facilitate coordination between Jersen Construction Group, LLC (Jersen) and Stilsing Electric (Stilsing) on behalf of the City to remediate the flooding. As these services are beyond the scope of our current Agreement, we request a modification to our agreement as follows associated with the flooding incident.

Scope of Services provided by B&L:

- Work with the City WTP staff to identify all equipment that was damaged in the flood;
- Coordinate with Contractors and associated equipment manufacturers to verify whether equipment needs to be replaced;
- Perform necessary site visits to assess the condition of any electrical equipment that was affected by the flood;
- Review and take appropriate action regarding Jersen's submitted equipment manufacturer recommendations and documentation;
- Review and take appropriate action regarding Jersen's cleanup and replacement schedules;

The experience to **listen.**
The power to **solve.**





Tim Wales
 City of Saratoga Springs
 March 5, 2014
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- Verify with Contractors whether any of the of the damaged equipment warranties are voided as a result of the flood;
- Assist the City with paperwork and coordination with Jersen required to replace damaged equipment or submit insurance claim if necessary;
- Observation of clean-up and replacement of equipment as needed

As discussed with the you, B&L is requesting modification of our Agreement to include additional scope of services and an increase in our contract fee to continue assisting the City through this emergency response. These services will be billed on a time and expense basis for a fee not to exceed \$6,443. A breakdown of the time and expense is as follows:

<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
Managing Engineer	17	\$124.00	\$2,108
Project Engineer	21	\$93.00	\$1,953
Senior Inspector	27	\$85.00	\$2,295
		<i>Subtotal</i>	<u>\$6,356</u>
		<i>Mileage/ Expenses:</i>	\$87

Total Labor and Travel Expenses: \$6,443

Upon completion of your review of this requested supplement to our agreement, please forward a contract amendment for execution. Please do not hesitate to contact me should you have any questions.

Very truly yours,

BARTON & LOGUIDICE, D.P.C.

Richard A. Straut
 Executive Vice President

EAU/dmd





Celebrating over 50 years of service

March 5, 2014

Timothy W. Wales, P.E.
City Engineer
City of Saratoga Springs
474 Broadway
Saratoga Springs, New York 12866

Re: Water Treatment Plant Filter Rehabilitation Project
Supplement for Additional Construction Observation Services

File: 539.02.002

Dear Mr. Wales:

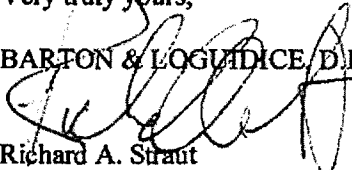
In accordance with the Scope of Services outlined in the Agreement for Engineering Services dated April 28, 2011 and supplement thereto on June 15, 2012, and September 18, 2012, Barton & Loguidice, D.P.C. (B&L) was to provide on-site construction observation services during the rehabilitation of the filters at the City of Saratoga Springs' (the City) Excelsior Avenue Water Treatment Plant (WTP). These observation services were on a part-time basis for up to 320 hours, or 80 hours per filter. However, as our office previously notified the City via email on January 17, 2013, more than 80 hours was spent on Filter #4 due to requests by the City to have more inspection coverage and unforeseen delays in the schedule because of unidentified asbestos material and lead based paint. Therefore, additional construction observation time was required in order to complete this project. On September 17, 2013 the City Council approved an increase of 240 observation hours to complete the project. We are currently at the end of the project; however, as previously discussed the increase in observation hours was not enough to cover what was needed to complete the project. During final inspection and start-up of the filters several issues arose that required additional attention by our on-site representative. Some of the issues included but are not limited to troubleshooting a defective venturi valve that required repair, unknown loss of water from Filter #2, and control issues with all the filters. As of the date of this letter, all such issues have been resolved and the system is running as intended; however, it required an additional 78 hours of observation time.

B&L is requesting the City's formal authorization for an increase in B&L's fee for construction observation in the amount of \$6,630.00 associated with the additional observation time. The increase is for the additional 78 hours of construction observation at our Senior Inspector Rate of \$85.00 per hour. As the project is near closeout, we do not anticipate the need for further construction observation for the project. These services will be billed on a time and expense basis.

Upon completion of your review of this supplement, please feel free to contact us with any questions and then forward us a contract amendment for execution.

Very truly yours,

BARTON & LOGUIDICE, D.P.C.


Richard A. Straut
Executive Vice President

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The experience to

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solve.



The power to