

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

This Addendum No.4, between **Barton & Loguidice, DPC** 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 April 1, 2014 is hereby added to the **Original Agreement dated April 19, 2011, Addendum No.1 dated November 5, 2012, Addendum No.2 Dated September 17, 2013 and Addendum No.3 Dated April 1, 2014**. The original Agreement had a total Contract sum of \$70,000. Agreement Addendum No.1 dated November 5, 2012 was for an additional sum of \$51,250. Agreement Addendum No.2 dated September 17, 2013 was for an additional \$20,400, and Agreement Addendum No.3 was for an additional \$13,073 bringing the Total Contract Amount currently to \$154,723.

Additional Services provided under this Agreement Addendum: Consultant is to be compensated for additional professional services including work related to the incidental disturbance of asbestos containing materials and removal of lead based paint at the water treatment plant as described in the “Amendment to Engineering Agreement for Additional Construction Administration Services” dated December 3, 2014 for an additional total fee not to exceed Five Thousand One Hundred Twenty One Dollars and Forty Nine Cents. (\$5,121.49). A copy of which is attached.

Accordingly, this Agreement Addendum Number Four brings the **Total Authorized Contract Amount** to: One Hundred Fifty Nine Thousand Eight Hundred Forty Four dollars and Forty Nine Cents (**\$159,844.49**).

The terms of the City’s Risk and Safety Agreement as provided in the Original Agreement shall also cover this Agreement Addendum Number Four. 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: \_\_\_\_\_

*Celebrating over 50 years of service*

December 3, 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  
Amendment to Engineering Agreement for Additional Construction Administration  
Services

File: 539.021

Dear Mr. Wales:

Barton & Loguidice (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 has completed assisting the City with construction administration and on-site representation during the construction phase of this project in accordance with the Scope of Services outlined in our Agreement for Engineering Services dated April 28, 2011.

In prior correspondence dated November 2, 2012 and January 22, 2013, B&L identified additional engineering services that had been provided and were necessary to properly complete the project. Through recent discussion with you it is understood that the City will agree to pay B&L half the total amount identified for additional services provided as outlined in our prior correspondence. The total amount requested in the November 2, 2012 and January 22, 2013 correspondence was \$10,242.96; therefore, the City has agreed to pay B&L \$5,121.49. For your convenience, below are excerpts from the previous correspondence that describe the additional services that were provided by B&L.

#### **Incidental Disturbance of Asbestos Containing Material**

Jersen Construction Group, LLC (Jersen) caused incidental disturbance of asbestos containing material (ACM) during the removal and demolition of the material and equipment in Filter No. 4. B&L was notified by Jersen on Saturday, October 6, 2012 that ACM was possibly encountered. Alpine Environmental arrived on site to test the material in the filter, as well as three (3) additional areas, on Monday, October 8, 2012. Positive results for asbestos in all four (4) areas resulted in the New York State Department of Labor (NYS DOL) being notified by Jersen on October 9, 2012. An investigation was conducted by B&L on October 17, 2012 to quantify the asbestos on site and to determine if incidental disturbance of ACM had occurred. At the request of the City, B&L contacted the local NYSDOL Asbestos Control Bureau and made

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





the necessary project notification for an incidental disturbance project. Additionally, an Asbestos Incidental Disturbance Investigation Memorandum was completed and provided to the City and Jersen on October 18, 2012.

The following is the scope of services performed for the incidental disturbance of ACM

- Quantification of asbestos containing material;
- Completion of an Asbestos Incidental Disturbance Investigation and preparation of a memo discussing findings;
- Review of Jersen's submitted NYSDOL variance;
- Review of NYSDOL requirements regarding incidental disturbances and necessary protocols specific to the project site; and
- Coordination with Jersen and the City regarding abatement plan and necessary steps to proceed forward with the project.

#### **Lead Based Paint in the Filter Tanks**

The possibility of lead based paint (LBP) in the filter tanks was brought to our attention during the construction phase of this project. On November 16, 2012, B&L collected paint chip samples and submitted them to a certified laboratory, which confirmed the presence of LBP on the paint inside Filter #4. It is assumed that the paint in the remaining three (3) filters is LBP as well.

B&L coordinated with the City's Contractor, Jersen Construction (Jersen) to submit a change order request for two (2) alternatives for the removal of LBP in the tank. The City also requested that B&L contact two other contractors to meet with our onsite observer and submit a quote for the City to review. B&L reviewed paint submittals and made recommendations for appropriate painting systems to recoat the tanks.

The following is the scope of services performed for the presents of lead based paint in the filters.

- Field sampling of potential LBP and coordination with a qualified laboratory to have the samples analyzed;
- Review of Jersen's submitted change order requests for both alternatives;
- Coordination with two (2) separate contractors to acquire cost proposals to repaint tanks and review of proposals to determine most cost effective solution for the City;
- Review of NYSDOL requirements regarding LBP removals specific to the project site; and
- Coordination with Jersen and the City regarding selected contractor.

These services are not included in our current agreement, and were required as a result of the Contractor's incidental disturbance of ACM and presents of lead based paint. The two



Timothy W. Wales, P.E.  
City of Saratoga Springs  
December 3, 2014  
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supplements added together totals \$10,242.96. The City has agreed to pay B&L \$5,121.49; therefore our agreement needs to be amended to include the increase in scope and associated fee.

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.

A handwritten signature in black ink, appearing to read 'Richard A. Straut', written over a faint, larger version of the signature.

- Richard A. Straut  
Executive Vice President

JAB2/ojf

