

July 26, 2021

Mr. Michael S. Cashman, Supervisor
Town of Plattsburgh
151 Banker Road
Plattsburgh, NY 12901

Ref: **Town of Plattsburgh Term Agreement – Letter of Authorization (LOA) No. 1 - Supplemental Tasks
4738 - Rugar Street & Ampersand Drive Intersection Improvements**

Dear Mr. Cashman:

1. AUTHORIZATION REQUEST:

In accordance with our Term Agreement dated January 1, 2021, reference No. 4728 between the **Town of Plattsburgh (Owner)** and **Architecture, Engineering, and Land Surveying Northeast, PLLC (AES) (Consultant)** for providing periodic Professional Services, we enclose two (2) copies of this Letter of Authorization (LOA) to furnish professional engineering services in connection with the **Rugar Street and Ampersand Drive Intersection Improvements Project**. This proposed task agreement amends the current task agreement for the above referenced project and adds the following supplemental services.

2. SUPPLEMENTAL SERVICES

2.1) Right-of-Way

AES will meet with the Town to discuss the types of easement acquisitions required and the limits of acquisition lines.

AES will prepare acquisition maps needed to accurately determine existing acquisition Mapping for permanent drainage easements and temporary grading releases.

AES will coordinate with property owners to secure temporary and permanent easements.

2.2) Bidding Services

AES will prepare the advertisement for bids to be placed in the NYS Contract Reporter, the official Town newspaper and the General Contractor Plan Room(s).

AES will provide bid documents electronically and/or in hardcopy by request to prospective bidders.

AES will respond to requests for information during bidding and issue addendums as may be necessary to clarify questions during bidding.

AES will analyze the bid results. The analysis will include:

- Verifying the low bidder
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc).
- Determining whether the low bid is unbalanced.
- AES will prepare and compile bid review and award documents to be transmitted to the Town Board

2.3) Construction Support

AES will provide design assistance during the construction phase.

Work under this section will always be in response to a specific assignment from the Town under one of the tasks below:

- In response to unanticipated or changed field conditions or changes in construction procedures, AES will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- AES will analyze and make recommendations on the implementation of changes proposed by the Town or the construction contractor.
- AES will interpret and clarify design concepts, plans and specifications.
- AES will review and approve shop drawings for construction.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions.

2.4) Construction Inspection

Equipment

AES or their subconsultants will furnish field and field laboratory supplies and equipment required to properly perform the inspection services listed below.

Inspection

AES will provide 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. AES will 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 specification and plans applicable to the project..

Health and Safety Requirements

AES will provide all necessary health and safety related training, supervision, equipment and programs for their inspection staff assigned to the project.

Staff Qualifications and Training

AES will provide sufficient trained personnel to adequately and competently perform the requirements of this agreement

Scope of Services/Performance Requirements

A. Quality

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

B. Record Keeping & Payments to the Contractor

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

3. Estimating and Technical Assumptions

3.1) Right of Way

- Estimate 2 properties will require temporary grading releases / easements
- Estimate 1 property will require permanent easements
- Estimate 0 properties will require title searches

3.2) Bidding Services

- Estimate 4 copies of the final contract bid documents will be needed for prospective bidders and Owner
- Estimate advertisements will be placed in 1 publication in addition to construction plan rooms
- Estimate attendance at 1 pre-bid meeting.
- Estimate 2 addendums will be issued to distribute pre-bid meeting minutes and to respond to questions that may arise during bidding.

3.3) Construction Support will include but not be limited to:

- Providing technical support during construction on questions relating to the design.
- Providing assistance in construction bid proceedings.
- Analysis of bids.
- Review of shop drawings.
- Estimate 4 RFI's will require a response.

3.4) 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 record plans.
- Estimate construction will begin on August 13th, 2021 and will be completed by December 11th, 2021.

4. OWNER’S RESPONSIBILITIES:

Town’s responsibilities shall be as described in the Term Agreement.

5. PAYMENTS:

Payments shall be made in accordance with the Cost Reimbursement Payment Method of the term of this Agreement, along with hourly rates listed under the Appendix. The total estimated fees for the supplemental services outlined are:

Estimated Fee for Supplemental Services

Right of Way	\$ 8,600
Bidding Services	\$ 6,400
Construction Support	\$ 16,200
Construction Inspection	\$ 48,000
Construction Materials Testing	\$ 6,000

The total estimated fee, including reimbursable expenses, are expected to not exceed **\$86,200**.

6. GENERAL CONSIDERATIONS:

AES designates **Kevin R. Farrington, P.E.** as the person who will be responsible for coordinating the services rendered by the Consultant for the Project.

7. SPECIAL PROVISIONS:

The following Special Provisions for the Term Agreement where applicable, the unaltered portions thereof to remain in force: **N/A**

8. EXCLUSIONS:

Any services not specifically outlined in Section 2 AND the following:

- a. Federal, State or local permitting.
- b. Wetland delineation or mapping.
- c. Geotechnical investigations.

Should you have any questions or if we can be of assistance in other areas, please call. We look forward to working on this project with the Town of Plattsburgh.

Very truly yours,

Kevin R. Farrington, P.E.
Partner / Director of Civil Engineering

Your signature, in the space provided below, will signify approval of the terms and conditions of this LOA, which, together with the Term Agreement and any Attachments identified below will constitute Letter of Authorization (LOA) No. 1 - Supplemental Tasks.

Please return one (1) copy of this request to our office together with the executed attachments, if applicable.

Town of Plattsburgh:

(Signature)

By: **Michael S. Cashman**
Title: **Town Supervisor**

Dated: _____

AES NORTHEAST, PLLC:



(Signature)

By: **Kevin R. Farrington, P.E.**
Title: **Partner / Director of Civil Engineering**

Date: 8 / 3 / 21

ATTACHMENTS:

- a. NA