

AMENDMENT NUMBER 01 ("Amendment")
TO THE
AGREEMENT DATED 8/17/2024 ("Agreement")
BETWEEN
TOWN OF ULYSSES ("Owner")
AND
BARTON & LOGUIDICE, D.P.C. ("Consultant")
FOR
PROFESSIONAL SERVICES FOR TOWN HALL PARKING LOT RENOVATION
("Project")

The above referenced Agreement between Owner and Consultant is amended to include the changes set forth below. The Agreement referenced above, including any amendments or revisions thereto previously agreed to in writing between Owner and Consultant, remains in full force and effect except as modified herein.

1. Change in Scope of Services to be Performed

- A. The scope of services to be performed by Consultant is hereby modified as described in Attachment One.

2. Change in Compensation for Services

- A. Total compensation for the services described below, including reimbursable expenses, is estimated to be fifty-thousand dollars (\$50,000), which shall be in addition to any payment amount(s) previously agreed to in writing between Owner and Consultant for this Project.

Phase	Dollar Figure Not to Exceed
2. Final Design	\$25,000 (Lump Sum)
3. Construction RFQ Development	\$2,500 (Lump Sum)
4. Construction Competitive Bid Administration	\$9,500 (Lump Sum)
5. Construction Observation	\$13,000 (Time and Expense)
TOTAL	\$50,000

- B. Owner's method of payment to Consultant shall be as set forth in the Agreement referenced above.

3. Total Agreement

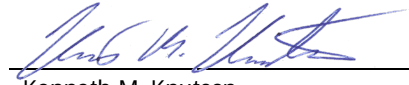
- A. This Amendment, along with the original Agreement and any other duly executed amendments previous to this Amendment, constitutes the entire agreement between Owner and Consultant for this Project; it supersedes all prior written or oral understandings and may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the above referenced Agreement as of the latest day and year set forth below.

OWNER: Town of Ulysses

CONSULTANT: Barton & Loguidice, D.P.C.

By: _____

By:  _____

Title: _____

Title: Kenneth M. Knutsen
Senior Vice President

Date
Signed: _____

Date
Signed: 11/6/2024

NOTE: Address for Giving Notices:

Barton & Loguidice, Attn: President, 443 Electronics Parkway, Liverpool, NY 13088

Attachment One - Scope of Services for Amendment Number 01

Town Hall Parking Lot Renovation

- Assume all conceptual designs developed will incorporate reconstructing areas of the existing parking lot beyond the limits of the Town-owned parking lot limits.
- The ENGINEER will attend one conceptual design review meeting with the OWNER to review conceptual alternatives and associated anticipated construction cost estimates:
 - The ENGINEER will assist the OWNER review the proposed conceptual designs inclusive of conceptual electrical, stormwater, and striping improvements and communicate the design intent of each alternative improvement to the OWNER for consideration of final design.
 - Assume the OWNER will review the proposed conceptual designs presented and provide the ENGINEER with written review comments to be addressed.
 - Assume one round of comments from the OWNER will be received/addressed by the ENGINEER.
 - Assume that following comment resolution, conceptual design will be concluded and the project enter the final design phases.
 - Assume that only one conceptual alternative will be selected for development in the final design phase.

Authorized/completed under Original Agreement

Phase 2 - Final Design:

- The ENGINEER will advance detailed (i.e. final) design for one selected alternative for the final design phase.
- Assume that, if not already completed in conceptual design, a New York State licensed surveyor will be solicited/contracted for topographic survey and right-of-way/parcel boundary establishment.
- The ENGINEER will develop a proposed site grading design featuring 1-foot contours.
- The ENGINEER will develop drainage infrastructure improvements which detail drainage structure location, structure type, and rim/invert elevations for structures and associated piping:
 - Assume the ENGINEER will not be responsible for reviewing/quantifying stormwater flow impacts to adjacent stormwater infrastructure the proposed network will outlet into:
 - Assume treatment or detention of stormwater is not required.
- Assume all final design plans will be developed in accordance with the NYSDOT standard specification/details:
 - Assume final design plans will be developed at a scale of 1 inch = 40 feet.



Town of Ulysses | Town Hall Parking Lot Renovation

- The ENGINEER will include all relevant details, work items, and relevant notes to public advertise/ bid the project.
- The ENGINEER will develop anticipated construction cost estimate for one final design alternative for review by the OWNER.

Phase 3 – Construction RFQ Development:

- The ENGINEER, in coordination with the OWNER, will develop a request for qualifications (RFQ) in service of project letting:
 - The ENGINEER will develop suitable bidding period (e.g. four weeks) and contract substantial completion dates in coordination with the OWNER.

Phase 4 – Construction and Competitive Bid Assistance:

- The ENGINEER, in coordination with the OWNER, will develop a contract proposal book for public advertising the project:
 - Assume the contract proposal book will follow EJCDC proposal book format.
 - Assume the ENGINEER will provide all relevant special notes and technical specifications to be included in the proposal book.
 - Assume the ENGINEER will digitally host the contract proposal book/plans for contractor procurement.
- The ENGINEER will not attend the bid opening.
- The ENGINEER will review bids received and will develop a bid tab analysis.
- The ENGINEER will provide the OWNER with a recommendation to award package for the apparent low-bidder.

Phase 5 – Construction Observations:

- The ENGINEER will provide construction inspection on a part-time basis:
 - Assume ENGINEER will be on-site for critical construction operations consisting of preparation of subgrade and asphalt paving inspection.
 - Assume additional spot inspection can be performed, on a time and expense basis, as directed by the OWNER.

- Assume the ENGINEER will virtually attend construction progress meetings.
- The ENGINEER will provide the OWNER with final as-built drawings:
 - Assume digital submission of as-built plans.

Phase 6 – Project Close Out Administration:

- The ENGINEER will perform one final site inspection alongside the OWNER to document/develop punch list items for corrective action by the contractor.
- The ENGINEER will provide the OWNER with a long-term maintenance plan for project improvements warranting specialized maintenance (e.g. porous asphalt).

