

07/24/2019 09:22
14271bee

CITY OF PLATTSBURGH
COMPLAINTS/VIOLATIONS REPORT

P
plcvirpc 1

DEPARTMENT: Building Inspector

REPORTING PERIOD: 07/17/19 TO 07/23/19

COMPLAINT/VIOLATION TYPE	TOTAL REPORTED
GRASS	1
PROPERTY MAINTENANCE	2
WORKING WITHOUT PERMIT	1
DEPARTMENT TOTALS	4
REPORT TOTALS	4

** END OF REPORT - Generated by Lisa Beebie **



DEPARTMENT: Building Inspector REPORTING PERIOD: 07/17/19 TO 07/23/19

REFERENCE LOCATION CASE COMMENT AREA SOURCE RESPONSIBLE PARTY SEVERITY CREATED
 COMPLAINT/VIOLATION COMPLAINT/VIOLATION

1746 1 COLLEGE AVE SUSAN BURG LLC 0 07/17/2019

VIOLATION SEVERITY PHONE CALL 0 COMPL BY COMPLETED 7 DAYS OPEN
 PROPERTY MAINTENANCE 0
 COMPLAINTANT CITES THERE ARE MULTIPLE VIOLATIONS IN HER APARTMENT. NO CARBON MONOXIDE DETECTOR, NO FIRE EXTINGUISHER, DOOR H
 INGE BROKEN, MOLD, AND NUMEROUS OTHER PROBLEMS THE LANDLORD IS NOT ADDRESSING. DOES NOT FEEL APARTMENT IS SAFE TO LIVE IN.

STEPS ACTION TYPE STATUS SCHEDULED STARTED COMPLETED
 INITIAL INSPECT NEW 07/19/19
 NOTICE NEW
 FOLLOW UP NEW
 ORDER REMEDY NEW
 APPEARANCE TICKET NEW LETTER

INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT
 COMPLAINT JIM WELCH 07/19/19 07/19/19 .00
 COMPLAINT JIM WELCH

COMPLAINT/VIOLATION TOTALS .00

1749 11 PLEASANT ST DEBORAH S GORDON 0 07/19/2019

VIOLATION SEVERITY AREA COMPL BY COMPLETED 5 DAYS OPEN
 WORKING WITHOUT PERMIT 0
 COMPLAINT OF WORKING WITHOUT PERMIT - BUILDING ACCESSORY STRUCTURE AROUND A HOT TUB.

STEPS ACTION TYPE STATUS SCHEDULED STARTED COMPLETED
 INITIAL INSPECT DONE 07/20/19
 STOP WORK NEW
 SECURE PERMIT NEW LETTER 07/19/19

INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT
 COMPLAINT JIM WELCH 07/20/19 07/20/19 .00
 COMPLAINT JIM WELCH

COMPLAINT/VIOLATION TOTALS .00

1747 70 BRINKERHOFF ST BRUCE M DUSTIN 0 07/17/2019

VIOLATION SEVERITY PHONE CALL 0 COMPL BY COMPLETED 7 DAYS OPEN
 GRASS 0
 TALL GRASS ON PROPERTY. COMPLAINT OF "LARGE HOLE" ON PROPERTY IN YARD.

STEPS ACTION TYPE STATUS SCHEDULED STARTED COMPLETED
 INITIAL INSPECT NEW 07/19/19
 FOLLOW UP DONE
 ORDER REMEDY NEW LETTER 08/18/19
 APPEARANCE TICKET NEW

INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT
 COMPLAINT JIM WELCH 07/19/19 07/19/19 .00
 COMPLAINT JIM WELCH



07/24/2019 09:22
14271bee

CITY OF PLATTSBURGH
COMPLAINTS/VIOLATIONS REPORT

3
picv1rpt

DEPARTMENT: Building Inspector

REPORTING PERIOD: 07/17/19 TO 07/23/19

REFERENCE LOCATION
CASE

COMMENT

AREA SOURCE RESPONSIBLE PARTY SEVERITY

CREATED
COMPLETED

COMPLAINT/VIOLATION TOTALS

.00

1748 9 COUCH ST

PHONE CALL 0 CATHERINE A HENDRIX

07/19/2019

VIOLATION PROPERTY MAINTENANCE
LOVESEAT IN FRONT YARD.

SEVERITY 0
BEEN THERE FOR A FEW DAYS.

AREA COMPLY BY COMPLETED

5 DAYS OPEN

STEPS INITIAL INSPECT
NOTICE
FOLLOW UP
ORDER REMEDY
APPEARANCE TICKET

ACTION TYPE INSPECTION
NOTICE INSPECTION
NOTICE INSPECTION
OTHER

STATUS DONE
NEW
NEW
NEW
NEW

NOTICE LETTER

SCHEDULED 07/21/19
07/21/19

STARTED

COMPLETED 07/19/19

INSPECTION INSPECTOR
COMPLAINT JIM WELCH
COMPLAINT JIM WELCH

REQUESTED 07/21/19

SCHEDULED 07/21/19

RESULTS

FEE AMOUNT .00
.00
.00

COMPLAINT/VIOLATION TOTALS

.00

DEPARTMENT TOTALS
COMPLAINT/VIOLATION ACTIVITY 07/17/19-07/23/19:

4 COMPLAINTS/VIOLATIONS 0 COMPLETED
4 CREATED

.00

REPORT TOTALS
COMPLAINT/VIOLATION ACTIVITY 07/17/19-07/23/19:

4 COMPLAINTS/VIOLATIONS 0 COMPLETED
4 CREATED

.00

** END OF REPORT - Generated by Lisa Beebie **



Plattsburgh, New York

Scott Lawliss
Fire Chief

Plattsburgh Fire Department
65 Cornelia Street
Plattsburgh, NY 12901
Tel: 518-536-7542
Fax: 518-561-8236
lawliss@cityofplattsburgh-ny.gov

MEMO

TO: Mayor Colin L. Read
Members of the Common Council

FROM: Fire Chief, Scott Lawliss

DATE: July 23, 2019

RE: Fire and Ambulance Responses

For this week's period: Tuesday, July 16, 2019 to Monday, July 22, 2019
our Department has responded to the following:

Fire Calls	<u>12</u>
	3 EMS assist initiated patient care prior to transport ambulance
	6 alarm activation with investigation of cause
	1 excessive heat/scorch burns
	1 CO detector activation with investigation of cause
	1 power line down with hazardous mitigation
Ambulance Calls	61
Mutual Aid by CVPH	18





Plattsburgh Police Department
45 PINE STREET
Plattsburgh, New York

518-563-3411
518-566-9000 (FAX)

LEVI J. RITTER
Chief of Police

July 16, 2019,

Mayor Colin L. Read
And Members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

Dear Mayor and Council Members;

Attached please find the monthly report of the Parking Violations Bureau for June 2019.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be "Levi J. Ritter", written over a faint circular stamp or watermark.

Chief Levi J. Ritter
Plattsburgh Police Department

PARKING VIOLATIONS BUREAU

Monthly Report for June 2019

	<u>June 2019</u>	<u>June 2018</u>
TICKETS ISSUED:	202	3
TICKETS COLLECTED:	139	17
REVENUE FOR MONTH:	\$3,051.50	\$240.50

YEAR TO DATE TOTALS:

	<u>June 2019</u>	<u>June 2018</u>
TICKETS ISSUED:	1,922	436
TICKETS COLLECTED:	1,514	410
REVENUE:	\$36,944	\$15,047.75

COMPARISON: Parking tickets issued for June 2019: UP 199
 Parking tickets collected for June 2019: UP 122
 Revenue for June 2019: UP \$2,811
 Amount Dismissed: \$5,918.75

Breakdown for June 2019

CITY OF PLATTSBURGH PARKING TICKET SYSTEM

6/30/2019

SUMMARY OF PARKING TICKETS - BY OFFICER

VL --DESCRIPTION--	MANUAL-MTD	MANUAL-YTD	HH-MTD	HH-YTD	-VALUE-MTD-	-VALUE-YTD-
1 HANDICAP	0	1	1	1	8	81
2 NO PARKING	0	0	0	1	115	15
3 OVERTIME 10 MIN	0	0	0	0	0	0
4 OVERTIME 30 MIN	0	0	0	0	0	0
5 OVERTIME 2 HRS	0	0	0	0	0	0
6 NO STAND/STOP	0	0	0	0	0	0
7 FIRE HYDRANT	0	0	0	0	1	0
8 FIRE LANE	0	0	0	0	1	0
10 BLOCKING SIDEWALK	0	0	0	0	16	0
11 LEFT WHEEL CURB	0	0	0	0	0	0
12 BLOCKING XWALK	0	0	0	0	3	0
13 BLOCK DRIVEWAY	0	0	0	0	8	0
14 LOADING ZONE	0	0	1	1	24	35
15 DOUBLE PARK	0	0	0	0	1	0
16 TOO CLOSE INTERSE	0	0	0	0	0	0
18 OBST. LANE	0	0	0	0	1	0
19 TAXI ONLY	0	0	1	1	8	15
20 BUS STOP	0	0	0	0	0	0
22 WRONG WAY	0	0	0	0	0	0
23 EMPLOYEE PERMIT	0	0	0	0	0	0
24 PARKING BAN	0	14	0	0	0	0.00
25 UNINSPECTED	0	0	13	13	82	482
26 OVERTIME PARKING	0	0	0	0	0	0
27 OVERTIME 4 HOUR	0	0	0	0	0	0
40 UNREGISTERED	0	0	4	4	18	212
41 DOUBLE PARK	0	0	0	0	0	0
						2,023.50
						0

42 NO PARKING	0	0	0	0	0	0.00	0.00
43 NO STANDING	0	0	0	0	0	0.00	0.00
44 SIDEWALK	0	0	0	0	0	0.00	0.00
45 INTERSECTION	0	0	0	0	0	0.00	0.00
46 CROSSWALK	0	0	0	0	0	0.00	0.00
47 ZONE/CURB	0	0	0	0	0	0.00	0.00
48 CONSTRUCTION	0	0	0	0	0	0.00	0.00
52 HIGHWAY	0	0	0	0	0	0.00	0.00
53 RDW/ROW	0	0	0	0	0	0.00	0.00
54 DRVWAY/BLOCKED	0	0	0	0	0	0.00	0.00
55 TAXI ZONE	0	0	0	0	21	0.00	540.00
56 BUS ZONE	0	0	0	0	0	0.00	0.00
57 CROSSWALK 20'	0	0	0	0	0	0.00	0.00
60 OBST. SIDEWALK	0	0	0	0	0	0.00	0.00
62 FIRE HYDRANT	0	0	0	0	0	0.00	0.00
63 UNLAWMOV	0	0	0	0	0	0.00	0.00
64 WWY2WAY	0	0	0	1	17	18.00	435.00
65 WWY1WAY	0	0	0	0	0	0.00	0.00
67 ANGLE	0	0	0	0	0	0.00	0.00
68 OVERLINE	0	0	0	0	1	0.00	25.50
69 OVERTIME 10 MIN	0	0	0	0	0	0.00	0.00
70 OVERTIME 30 MIN	0	0	0	0	0	0.00	0.00
71 OVERTIME 1 HR	0	0	0	0	0	0.00	0.00
72 OVERTIME 2 HR	0	0	0	0	0	0.00	0.00
73 OVERTIME 4 HR	0	0	0	0	0	0.00	0.00
78 TIME LOADING	0	0	0	0	0	0.00	0.00
79 EMERGENCY	0	0	0	0	0	0.00	0.00
80 FIRELANE	0	0	0	0	0	0.00	0.00
81 HANDICAP	0	0	0	0	0	0.00	0.00
82 TRAILER	0	0	0	0	0	0.00	0.00
86 SNOW BAN	0	0	0	0	0	0.00	0.00
87 LIM SNOW BAN	0	2	0	0	0	0.00	70.00
88 UNINSPECTED	0	0	0	0	0	0.00	0.00
89 UNREG MV	0	0	0	0	0	0.00	0.00

90 NO PARKING EVEN	0	0	0	0	0	0.00	0.00
91 NO PARKING ODD	0	0	0	0	0	0.00	0.00
92 NO PARK 7AM-5PM	0	0	0	0	0	0.00	0.00
94 MEDIAN	0	0	0	0	0	0.00	0.00
95 20' INTERSECTION	0	0	0	2	0	0.00	42.00
96 30' SIGN/INTERSECTN	0	0	0	0	0	0.00	0.00
97 NO ACCESS/HDCP	0	0	0	0	0	0.00	0.00
98 12" CURB	0	0	0	3	0	0.00	54.75
99 12" CURB 1 WAY	0	0	0	0	0	0.00	0.00
101 FACING WRONG2W	0	0	0	0	0	0.00	0.00
105 EXCEEDED 72HRS	0	0	0	0	0	0.00	0.00
107 SNOW 12:01-6 AM	0	0	0	0	0	0.00	0.00
108 SNOW CPL 2AM-6AM	0	9	0	0	0	0.00	798.00
110 EXCEEDED 90 MIN	0	0	0	0	0	0.00	0.00
111 FRONT YARD	0	0	0	3	0	0.00	198.00
199 PARKING BAN	0	0	0	1	0	0.00	35.00
200 OVERTIME PARKING	0	0	161	1,239	0	2,816.25	31,896.50
201 PARKING BAN	0	42	0	163	0	0.00	10,862.00
202 CITY ROW	0	0	0	0	0	0.00	0.00
Other	0	0	1	21	0	0.00	0.00
TOTALS:	0	68	202	1,854	3,674.25	59,136.75	

TOTAL NUMBER OF TICKETS ISSUED FOR THIS MONTH = 254
TOTAL NUMBER OF TICKETS ISSUED FOR THIS YEAR = 1,922

PERCENT OF THIS MONTHS TICKETS ISSUED MANUALLY = 16.93%
PERCENT OF THIS MONTHS TICKETS ISSUED WITH HANDHELDS = 83.07%

PERCENT OF THIS YEARS TICKETS ISSUED MANUALLY = 16.93%
PERCENT OF THIS YEARS TICKETS ISSUED WITH HANDHELDS = 83.07%



MUNICIPAL LIGHTING DEPARTMENT
(A Municipally Owned and Operated Power System)
Plattsburgh, New York

William J. Treacy, P.E.
Manager

6 Miller Street
Plattsburgh, NY 12901
P: (518)-563-2200
F: (518)-563-2748
www.cityofplattsburgh-ny.gov

July 23, 2019

To: Mayor Colin Read;

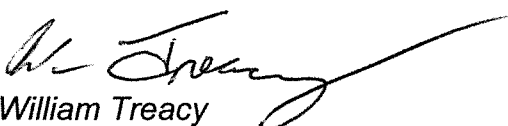
Subject: *Protection Avenue Underground Construction – Bid No. 2019-6-1
Bid Review and Award Recommendation*

The Management of the Plattsburgh Municipal Lighting Department and PLM Engineering have reviewed and evaluated the two bids that were received and opened on July 16, 2019 for the above subject contract.

*We recommend award to **Northline Utilities, AuSable Forks, NY** in the total amount of **\$541,925.00**. Northline Utilities is the lowest responsive and responsible bidder.*

If you have any questions, please contact me. Thank you for your attention to this matter.

Respectfully Submitted,


William Treacy
Manager

Atch(s): 1. Bid Results
2. PLM Recommendation Letter

CC: City Clerk
Councilor McFarlin, PMLD Liaison
MLD Financial Director Clookey
Bid 2019-6-1 File



Project 9122-48

July 23, 2019

Mr. William Treacy, Manager
Plattsburgh Municipal Lighting Department
6 Miller Street, Suite 1
Plattsburgh, NY 12901

Dear Bill:

SUBJECT: Protection Avenue Underground Construction
Bid No. 2019-6-1
Bid Review and Award Recommendation

Sealed bids for the above contract were opened on Tuesday, July 16, 2019 at 11:00 am at the Plattsburgh City Clerk's office. This bid is for the installation of a new underground distribution system on a portion of Protection Avenue. A total of two bids were received for this procurement.

Northline Utilities - \$541,925.00 – Northline submitted a valid bid, including all required bid forms. Both PMLD and PLM have previous positive experience with Northline on various substation, distribution and transmission projects. We find Northline to be well qualified to perform the requirements of this project.

M. Scher & Son - \$547,300.00 – Scher submitted a valid bid, including all required bid forms. Both PMLD and PLM have previous positive experience with Scher on various substation and distribution projects. We find Scher to be well qualified to perform the requirements of this project.

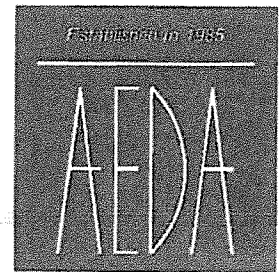
Based on the discussion above, we recommend award of the Bid for Protection Avenue Underground Construction - Bid No. 2019-6-1 to **Northline Utilities** in the amount of **\$541,925.00**. Northline is the lowest responsive and responsible bidder. If you have any questions or comments concerning this correspondence, please do not hesitate to contact me.

Sincerely,

Michael C. Barrett

Michael C. Barrett
Principal

Architectural & Engineering Design Associates, P.C.



July 16, 2019

Mr. Matthew Miller
Director of Community Development
City of Plattsburgh
215 Idaho Avenue
Plattsburgh, NY 12901

RE: AEDA Design Proposal – Broad Street Site Parking Lot - 2019

Dear Mr. Miller:

Architectural & Engineering Design Associates, P.C. (AEDA) is pleased to provide this proposal for engineering services for the proposed extension of the Broad Street parking lot site to expand the lot. Based on our meeting and review of the project, I can summarize the scope of the project as follows:

- City to provide all background documents for the parking lot/Broad Street roadway (i.e.- original design plans, utility plans/condition studies, soil reports, etc.)
- AEDA to provide the expanded parking lot design plans for a total approximate parking space count of 80 (± 21 added spaces).

Based on the above information, AEDA offers the following design services:

Contract Design Services:

- Review of existing plans/documents.
- Field review/inspection existing conditions.
- Boundary survey, mapping and topography for the property.
- Recommendation for any further fieldwork, testing, etc. to be provided by the City to facilitate final engineering design.
- Site Plan(s) for Construction (planning, grading, utilities, stormwater/Sediment & Erosion Control, Lighting, Landscaping)
- Project technical specification for construction.
 - AIA Base Contract Documents
- Estimate of construction cost for proposed project
- Representation at two (2) City of Plattsburgh Planning Board meetings to obtain site plan approval.

- Representation at one (1) Clinton County Planning Board meeting to obtain site plan approval.

AEDA proposes to provide architectural/engineering design services to complete all tasks/items outlined above for the lump sum fee of Eighteen Thousand Six Hundred Dollars (\$18,600.00).

Contract Bidding Services:

- Preparation of Advertisement to Bidders
- Schedule & Conduct one on-site meeting to review project prior to bid.
- Review comments & questions from contractors & issue necessary responses.
- Review all eligible bids and prepare recommendation of award to the owner.
- Review/Preparation of Contract, Notice of Award and Notice to Proceed for the selected contractor.

AEDA proposes to provide architectural & engineering contract bidding services to complete all tasks/items outlined above for the lump sum fee of Two Thousand Nine Hundred Dollars (\$2,900.00).

Contract Administrative Services:

- Schedule & Conduct one pre-construction meeting
- Weekly job meetings and periodic inspections of the project site (90-day construction time).
- Review of Contractor Submittals.
- Review of Monthly Payment applications.
- Prepare Change Orders and Construction Change Directives as necessary.
- Final inspection and preparation of "punch-list" items to be completed in order to issue a certificate of completed works.

AEDA proposes to provide architectural & engineering contract administrative services to complete all tasks/items outlined above for the lump sum fee of Six Thousand Six Hundred Dollars (\$6,600.00).

Note that our proposal specifically excludes any work associated with State/Federal approvals, environmental (Lead, asbestos & PCB's) or historical survey/inspection services, utility testing/inspection, geotechnical services, traffic studies, complete land surveying services and/or resident construction inspection. AEDA can provide any of these services should they become necessary either with our own staff or through other local consultants with whom we work regularly. In addition, the proposal also excludes all permit/review fees associated with the project. All such fees will be paid for directly by the Owner at the time of submission.

Attached please find the AEDA "standard form of agreement for professional services". If you find this proposal and agreement acceptable please sign and return one copy of the agreement with a retainer in the amount of \$1,000.00 and we can schedule the work.

Architectural & Engineering Design Associates, P.C. – 1246 Route 3, P.O. Box 762, Plattsburgh, NY 12901
Tel. 518.562.1800 Fax. 518.562.1702 Email jaa@aedapc.com Web www.aedapc.com

Thank you for the opportunity to provide this proposal. Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Coon', with a stylized flourish at the end.

Michael Coon, P.E.
Project Engineer

STANDARD AGREEMENT for PROFESSIONAL SERVICES
(SHORT FORM)

This is an Agreement made as of July 16, 2019 between City of Plattsburgh

of c/o - Matthew Miller, 41 City Hall Place, Plattsburgh, NY 12901 which is a Municipal Client (Hereinafter called the CLIENT), and Architectural & Engineering Design Associates P.C., 1246 State Rt. 3, P.O. Box 762, Plattsburgh, NY 12901, which is a professional corporation registered in the State of New York (hereinafter called AEDA.)

- A. CLIENT and AEDA, for the mutual consideration hereinafter set forth, agree as follows: See attached proposal letter dated July 16, 2019
- B. CLIENT agrees to pay AEDA as compensation for services as follows: See attached proposal letter dated July 16, 2019
Any additional services requested and/or expenses "excluded" shall be billed for against the AEDA Fee Schedule attached to the agreement.
- C. CLIENT agrees to pay AEDA a retainer with this Agreement of \$1,000.00.
Fees and other charges will be invoiced monthly. The amount of each invoice shall be due at the time of billing. When bills are not paid within 30 days, a late payment service charge will be charged on any unpaid balance at the rate of 1.5% compounded monthly (annual rate of 18%) or the highest rate allowable under applicable State Law, whichever is higher.
- D. CLIENT shall furnish the following: Any existing plans available for the building/site, property survey and mapping.
- E. This Agreement includes the Standard Terms and Conditions shown below and on the back of this document and are incorporated herein by this reference.
- F. The person signing this Agreement warrants he/she has authority to sign as, or on behalf of, the CLIENT. If such person does not have such authority, it is agreed that he/she will be personally liable for all breaches of this Agreement, and that in any action against them for breach of such warranty, a reasonable attorney's fee shall be included in any judgment rendered.

AGREED TO:

(Client's Name)

BY:

(Authorized Signature/Date)

TITLE: _____


(Authorized Signature/Date)

TITLE: _____

AGREED TO:

Architectural & Engineering Design Assoc. PC

BY: Andrew C. Abdallah, P.E.



(Authorized Signature/Date)

TITLE: President

STANDARD TERMS & CONDITIONS OF AGREEMENT

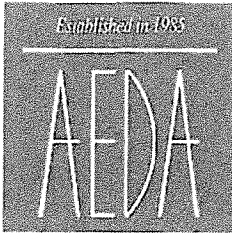
- EXTRA WORK:** Extra work shall include, but not be limited to, additional office or field work caused by policy or procedural changes of governmental agencies, changes in the project, and work necessitated by any of the causes described in Paragraph 5 hereof.
- OWNERSHIP OF DOCUMENTS:** All tracings, specifications, computations, survey notes and other original documents as instruments of service are and shall remain the property of AEDA unless otherwise provided by law. CLIENT shall not use such items on other projects without AEDA'S prior written consent. AEDA shall not release CLIENT'S data without authorization.
- LIMITATIONS OF COST ESTIMATES:** Any estimate of the cost of the project services or any part thereof is not to be construed, nor is it intended, as a guarantee of the total cost.
- APPROVAL OF WORK:** The work performed by AEDA shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within 15 days of the invoice date by written notice specifically stating the details in which CLIENT believes such work is incomplete or defective.
- DELAY:** Any delay, default or termination in or of the performance of any obligations of AEDA under this Agreement caused directly or indirectly by strikes, accidents, acts of God, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of CLIENT or CLIENT'S agents to furnish information or to approve or disapprove AEDA'S work promptly, late, slow or faulty performance by CLIENT, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of AEDA'S

work, or any others acts of the CLIENT'S or any other Federal, State or local government agency, or any other cause beyond AEDA'S reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of AEDA as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

6. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, AEDA shall be paid for all services rendered to the date of termination as well as for all reimbursable expenses and termination expenses. For purposes of this section, the failure of the CLIENT to pay AEDA within thirty (30) days of receipt of an invoices shall be considered such a substantial failure. In the event of a substantial failure on the part of the CLIENT, AEDA in addition to the right to terminate set forth in the paragraph, may also elect to suspend work until the default in question has been cured. No delay or omission on the part of AEDA in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion.
7. **INDEMNIFICATION:** CLIENT shall indemnify, defend and hold AEDA harmless for any and all loss, cost, expense, claim, damage, or liability, of any nature arising from (a) soil conditions; (b) changes in plans or specifications made by CLIENT or others; (c) use by CLIENT or others of plans, surveys, or drawings unsigned by AEDA or for any purpose other than the specific purpose for which they were designed; (d) job site conditions and performance of work on the project by others; (e) inaccuracy of data or information supplied by CLIENT; and (f) work performed on material or data supplied by others, unless said loss was solely caused by AEDA'S own negligence.
8. **LITIGATION:** Should litigation be necessary to collect any portion of the amounts payable hereunder, then all costs and expenses of litigation and collection, including without limitation, fees, court costs, and attorney's fees (including such costs and fees on appeal), shall be the obligation of the CLIENT.
9. **REPLACEMENT OF SURVEY STAKES;** AEDA, if included in Paragraph A of the Agreement, will provide necessary construction stakes. In instances where it is determined that negligence on the part of the CLIENT or others results in the need for restaking, the cost of such restaking will be billed as an extra to the CLIENT on a time and material basis. It will be the CLIENT'S responsibility to provide adequate protection of the stakes against their own negligence of those working for or with them and against vandalism by others. If staking is ordered by the CLIENT or others prematurely and construction does not take place, it will also be the CLIENT'S responsibility to protect said stakes until such time as construction takes place..
10. **OBSERVATION AND TESTING OF CONSTRUCTION, SAFETY:** The observation and testing of construction is not included herein unless specifically agreed upon in the Scope of Services as set forth in Paragraph A of this Agreement. It should be understood that the presence of AEDA'S field representative will be for the purpose of providing observation and field testing. Under no circumstances is it AEDA'S intent to directly control or supervise the physical activities of the contractor's workmen to accomplish the work on this project. The presence of AEDA'S field representative as the site is to provide the CLIENT with a continuing source of information based upon the field representative's observations of the contractor's work, but does not include any superintending, supervision, or direction of the actual work of the contractor or the contractor's workmen. The contractor should be informed that neither the presence of AEDA'S field representative nor observation and testing personnel shall excuse the contractor in any way for effects discovered in their work. It is understood that AEDA will not be responsible for job or site safety on the project.
11. **RESTRICTIONS ON USE OF REPORTS:** It shall be understood that any reports rendered under this Agreement will be prepared in accordance with the agreed Scope of Services and pertain only to the subject project and are prepared for the exclusive use of the CLIENT. Use of the reports and data contained therein for other purposes is at the CLIENT'S sole risk and responsibility.
12. **LIMITATIONS OF CONSULTANT'S LIABILITY:** The CLIENT agrees to limit AEDA'S liability to the CLIENT and to all Construction Contractors and Subcontractors on the Project, due to AEDA'S professional negligent acts, errors or omission, such that the total aggregate liability of AEDA to those named shall not exceed fifty thousand dollars (\$50,000.00) or 50% of AEDA'S total fee for services rendered on this Project, whichever is the greater.
13. **CONTROLLING LAWS:** The Agreement is to be governed by the Laws of the State of New York.
14. **INSURANCE:** AEDA shall procure and maintain throughout the period of this Agreement, at AEDA'S own cost, insurance for protection from claims under worker's compensation, temporary disability and other similar insurance required by applicable State and Federal Laws. Certificates for all such policies of insurance shall be provided to the CLIENT upon written request. AEDA shall not be responsible for any loss, damage or liability beyond the amount, limits and conditions of such insurance.
15. **SUCCESSORS AND ASSIGNS:** Neither CLIENT nor AEDA shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.
16. **ARBITRATION:** All claims, counterclaims, disputes and other matters in question between the parts hereto arising out of or relating to this Agreement or breach thereof may, at the option of AEDA be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any such arbitration shall take place in the Town of Plattsburgh, Clinton County, New York
17. **NOTICES:** All notices called for by this Contract shall be in writing and shall be deemed to have been sufficiently given or served when presented personally and when deposited in the mail, postage prepaid, certified and return receipt requested, addressed as stated in the Agreement.
18. **RIGHT OF ENTRY:** The CLIENT will provide right of entry for our staff, subcontractors and all necessary equipment in order to complete the work. AEDA will take all reasonable precautions to minimize damage to the property. It is understood by CLIENT that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.
19. **UTILITIES:** In the prosecution of our work, AEDA will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. Client agrees to hold AEDA harmless for any damages to subterranean structures and utilities.
20. **STANDARD OF CARE:** Services performed by AEDA under this Agreement will be conducted in a manner with the level of care and skill ordinarily exercised by members of the professions currently practicing under similar conditions. No other warranty, express or implied is made.

21. **RENOVATION/REHABILITATION OF EXISTING BUILDINGS:** Where the work involves remodeling and /or rehabilitation of an existing building, CLIENT agrees that certain assumptions must be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the structure, CLIENT agrees that, except for negligence on the part of AEDA, CLIENT will hold harmless, indemnify and defend AEDA from and against any and all claims arising out of the professional services provided under this Agreement.
22. **EMPLOYEE RETENTION:** CLIENT agrees not to hire or solicit for employment, for themselves or others, the ENGINEER'S employee during the term of this agreement and for a period of one year thereafter.
23. **ASBESTOS AND HAZARDOUS WASTE:** Where the work involves asbestos and /or hazardous wastes, CLIENT agrees that the handling or removal of asbestos, asbestos products and hazardous wastes involves certain health risks which require specific safety measures. AEDA will not be responsible for safety and safety measures on the job, including measures for the protection of employees, contractors, subcontractors and / or the general public. Such responsibility for safety measures is and shall remain that of the contractor. CLIENT agrees that, except for claims and damages arising from negligent acts, errors or omissions of AEDA, CLIENT will hold harmless, defend and indemnify AEDA from all claims, suits, expenses or damages arising from or alleged to arise from exposure to or inhalation of asbestos, asbestos fibers or hazardous waste.
- Nothing in this Agreement shall impose liability on AEDA for claims, lawsuits, expenses of damages arising from, or in any manner related to, the exposure to or the handling, manufacture or disposal of asbestos, asbestos products, or hazardous waste in any of its various forms, as defined by the Environmental Protection Agency.
24. **SEISMIC DESIGN:** If the project is located in New York State, it will be designed in accordance with the structural requirements of the Building code of New York State.
- Otherwise, the structure will have some seismic resistance, however, seismic design will not be incorporated in the structural design of the project unless specifically requested by CLIENT as an additional service.
25. **CONSTRUCTION PHASE SERVICES:** Where AEDA'S services do not include review or site observation of the contractor's work and performance, CLIENT agrees to defend, indemnify, and hold harmless AEDA from any claim or suit whatsoever, including, but limited to all payments, expenses or costs involved, arising from or alleged to have arisen from the contractor's performance of the failure of the contractor's work to conform to the design intent and the contract documents. AEDA agrees to be responsible for its own sole negligent acts, errors or omissions.

- END OF AGREEMENT -



Architectural &
Engineering
D E S I G N
Associates P.C.

2018 FEE SCHEDULE

HOURLY RATES

• Principal Architect/Engineer	\$100.00/hr
• Project Architect/Engineer	\$ 85.00/hr
• Intern Architect/Engineer	\$ 75.00/hr
• Architectural/Engineering Technician	\$ 65.00/hr
• Project Manager	\$ 65.00/hr
• Clerical staff	\$ 40.00/hr

EXPENSES

• 24" x 36" B&W Bond	\$4.00/page
• 24" x 36" Color Bond	\$8.00/page
• 24" x 36" Mylar	\$15.00/page
• 12" x 18" B&W Copies	\$1.50/page
• 12" x 18" Color Copies	\$2.50/page
• 11" x 17" B&W Copies	\$1.25/page
• 11" x 17" Color Copies	\$2.25/page
• 8.5" x 11" Color Copies	\$1.00/page
• 8.5" x 11" B&W copies	\$.15/page
• File Scan to disk	\$10.00
• Postage	Invoice Cost
• UPS/FedEx overnight charges	Invoice Cost
• Consultants	Invoice Cost
• Mileage	\$.60/mile

* All final expenses incurred are plus labor.

** All final invoices of hourly rates and expenses will be subject to a 5% overhead and 5% profit markup.