

RESOLUTION NO. ____

July 16, 2024

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT
BETWEEN THE CITY OF HUDSON AND CRAWFORD & ASSOCIATES
ENGINEERING & LAND SURVEYING, P.C.**

WHEREAS, the City of Hudson has established a Sidewalk Improvement District with the purpose of providing the repair and construction of sidewalks throughout the City of Hudson; and

WHEREAS, the legislation establishing the Sidewalk Improvement District created a Public Works Board which responsibilities recommending to the Common Council a Project Manager to plan and oversee said construction and repairs; and

WHEREAS, in furtherance of its responsibility to recommend a Project Manager, the Public Works Board issued a request for proposals to engineering companies to serve as Project Manager;

WHEREAS, responses to the Public Works Board request were received which include a proposal from Crawford & Associates Engineering & Land Surveying, P.C. (“Crawford & Associates”) for work in relation to the initial planning phase sidewalk construction and repairs at an amount not to exceed \$20,000 and with services to include:

- Review of the Hyman Hayes ADA Accessibility Compliance Review;
- Meetings with the Public Works Board to determine initial priorities and phases for construction and repair;
- Re-Evaluation of existing conditions;
- Conduct field research for use in preparing tax assessment values;
- Development of method for calculation of tax assessment values and prepare draft values using GIS data obtained from County Real Property Office and field data;
- Provide a letter report identifying subsequent phases and recommendations for steps necessary to advance project

WHEREAS, at a meeting held on June 27, 2024, the Public Works Board approved a motion to recommend to the Common Council that Crawford & Associates serve as Project Manager and request approval of the Proposed Project Approach and Contract for Engineering Services annexed to this Resolution;

WHEREAS, the Common Council for the City of Hudson now desires to approve the aforementioned Proposed Project Approach and Contract for Engineering Services Agreement between the City of Hudson and Crawford & Associates for the services outlined above and as set forth in the annexed proposal.

NOW, THEREFORE BE IT RESOLVED, that the Mayor is hereby authorized to execute the annexed Contract for Engineering Services between the City of Hudson and Crawford & Associates Engineering & Land Surveying, P.C. relative to the initial planning phase for

sidewalk construction and repairs in the City of Hudson Sidewalk Improvement District for an amount not to exceed Twenty Thousand Dollars (\$20,000).

BE IT FURTHER RESOLVED, that in the event that services are required beyond the initial monetary approval set forth in this Resolution, such services and associated costs must be approved by the Common Council before commencing work and incurring additional costs.

Introduced: _____

Seconded: _____

Approved: _____
Kamal Johnson, Mayor

Dated: _____



Crawford & Associates Engineering & Land Surveying, PC

Hudson Office – One Hudson City Centre, Suite 300 • Hudson, NY 12534
Tel: (518) 828-2700 • Fax: (518) 828-2723 • www.crawfordandassociates.com

PRESIDENT

Jennifer Crawford P.E.

PRINCIPAL EMERITUS

David J. Crawford, P.E.

ASSOCIATES

Andrew P. Aubin, P.E., LEED
Daniel J. Russell, L.S.
Donna M. Verna, P.E.

Via Email: gary.purnhagen@cityofhudson.org, Jason.foster@cityofhudson.org

June 6, 2024

Gary Purnhagen, Public Works Board, Chairperson
Jason Foster, Commissioner of Public Works
City of Hudson
520 Warren St.
Hudson, NY 12534

**RE: CITY OF HUDSON SIDEWALKS
PROPOSED PROJECT APPROACH AND CONTRACT
C&A JOB #5803.0**

Dear Gary and Jason,

As a follow up to our letter describing our interest in working with the City of Hudson on its multi-year plan to improve sidewalks and our experience in working with other municipalities on sidewalk projects, we offer the following description of how we would approach working with the City on this project.

We understand that the US Department of Justice(DOJ) has cited the City for ADA violations due to the condition of various sidewalks. In 2021 the City commissioned Hyman Hayes to conduct an ADA Accessibility Compliance Review of those sidewalks identified by the DOJ to better understand sidewalk needs and priorities. In total, 8 general areas were evaluated. We also understand the City has passed a local law to create a sidewalk improvement district and another to define sidewalk landowners responsibilities. Additionally, it is our understanding that the City has \$250,000 to spend for sidewalk improvements this year.

Our approach would include an initial planning phase where we would review the information described above and any other that you believe pertinent. We would also meet with you to understand your initial priorities and limitations.

At this point, we understand that a re-evaluation of existing conditions is needed due to improvements that National Grid and some property owners have completed since the Hyman Hayes review and possible degradation over the past 3 years. For those areas identified as priorities, we would include this as part of the initial planning phase.

We also understand that our assistance will be needed in determining a method for calculation of tax assessment values. Based on our review of the proposed local laws and discussions with you, we will develop first draft values based on an analysis using GIS data obtained from county real property office

and supplemented with field research for discussion purposes.

Our deliverable resulting from this initial planning phase would include a letter report identifying subsequent phases and recommendations for next steps to advance the project. A likely next step will be the development of design and bid documents for improvement of sidewalks identified as priority and which can be completed in 2024 within the \$250,000 of funds available. Another likely next step would be the identification of potential grant sources and planning for grant matching in consideration of the amount expected to be collected by the 2024 assessment.

Andrew Aubin, PE, LEED AP and Project Manager III would serve as project manager for this project with Ryan Loucks, Senior Engineer III serving as Lead Designer and main point of contact. Lower rate staff would be used to provide support as needed to efficiently execute tasks.

For this initial planning phase, we propose to complete the work on a time and expense basis in accordance with our schedule of rates with a not to exceed amount of \$20,000 without prior authorization. Invoices would be submitted on a monthly basis. Attached please find our standard form of contract for your review. We would propose that any subsequent tasks be completed as amendments to this initial contract.

If you have any questions on this proposal, please feel free to contact me.

Sincerely,
**Crawford & Associates
Engineering & Land Surveying, P.C.**



Jennifer Crawford, PE
President

Attachments: Contract



Crawford & Associates Engineering and Land Surveying, PC

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CONTRACT FOR ENGINEERING SERVICES

C&A # 5803.0

Date: June 6, 2024

Location: City of Hudson

Crawford & Associates Engineering & Land Surveying PC, hereinafter referred to as ENGINEER/SURVEYOR

as requested by: City of Hudson
520 Warren St.
Hudson, NY 12534

hereinafter referred to as CLIENT:

I. SCOPE of SERVICES: The services to be provided shall be as indicated below:

Per Proposed Approach and Contract letter dated June 6, 2024

II. FEE: The fee for the above described services will be one or more of the following:

Total sum of

Hourly basis plus expenses as per the attached SCHEDULE OF RATES & FEES.

Other

A retainer in the amount of \$0 will be required prior to the initiation of the above described services. This retainer amount will be credited to the client in the final billing for the aforementioned services.

III. SPECIAL CONDITIONS: The following special conditions shall pertain:

n/a

IV. FURNISHING OF DOCUMENTS: The following quantity of drawings, estimates, and specifications are to be furnished by the Engineer/Surveyor:

n/a

V. ESTIMATED COMPLETION DATE: The estimated completion date of the aforementioned services is:

n/a

VI. In the event that the Engineer/Surveyor is obstructed or delayed in the completion of said services by any act of the client or the client's agents or be any act beyond the control of the Engineer/Surveyor including, but not limited to, inclement weather, illness, strikes, failure of equipment, unanticipated degree of difficulty encountered in performing said

services, or delay created within or by approving agencies, then the time herein fixed for the completion of the services shall be extended for a period of time equivalent of the time lost by reason of any or all of the aforementioned causes.

- VII. **TERMINATION:** This Agreement may be terminated by either party upon five (5) days written notice by mutual consent or in the event of persistent failures of performance of material terms and conditions of this Agreement by the other party through no fault of the terminating party. The Engineer/Surveyor shall then be paid for the services completed up to the time of the termination date based upon the above described fees.
- VIII. **OWNERSHIP OF DOCUMENTS:** All documents, including original drawings, estimates, specifications, field notes and data are and shall remain the sole and exclusive property of the Engineer/Surveyor as instruments of service. The client may, at his expense, obtain record prints of drawings, in consideration of which the client will use them solely in connection with the above described project and not for the purpose of making subsequent extensions or enlargements thereto.
- IX. **PAYMENT:** Unless otherwise specified in the Agreement, payment for the above described services shall be due upon receipt of billing. In the event that said account is unpaid after the thirtieth day subsequent to the date of the billing, the client shall be subject to a monthly service charge of one and one-half percent (1 1/2%) on the then unpaid balance (18% true annual rate). In the event that any portion of all this account remains unpaid ninety (90) days subsequent to the first billing date, the client shall pay all costs of collection including reasonable attorney's fees.
- X. **AMENDMENT of AGREEMENT:** This Agreement may be amended only in writing signed by the client and Engineer/Surveyor.
- XI. **APPLICABLE LAW:** Unless otherwise specified, this Agreement shall be governed by the laws of the State of New York.
- XII. **LIMITATION OF LIABILITIES:** The client agrees to limit the Engineer/Surveyor's liability to the client and to all construction contractors and subcontractors on the project due to the Engineer/Surveyor negligent acts, errors, or omissions, such that the total aggregate liability of the Engineer/Surveyor's to all those named shall not exceed \$40,000.00 or the Engineer/Surveyor's total fee for services rendered on this project up to \$1,000,000.00, whichever is greater.

IN WITNESS WHEREOF, client and engineer and/or surveyor have executed this Agreement.

Signed:

Engineer/Surveyor

Date:

Client

Date:

This offer for services, unless accepted, will expire on:

July 6, 2024



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Employee Classification	Hourly Rate		
Principal	\$213.67		
Project Manager III	\$203.76		
Project Manager II	\$193.86		
Project Manager I	\$184.77		
Survey Project Manager III	\$203.76		
Survey Project Manager II	\$193.86		
Survey Project Manager I	\$184.77		
Senior Engineer IV	\$176.60		
Senior Engineer III	\$167.97		
Senior Engineer II	\$163.32		
Senior Engineer I	\$158.01		
Senior Engineer	\$153.17		
Staff Engineer III/Env. Scientist III	\$148.26		
Staff Engineer II/Env. Scientist II	\$138.76		
Staff Engineer I/Env. Scientist I	\$129.27		
Staff Engineer/Env. Scientist	\$120.51		
Survey Party Chief	\$129.27		
Staff Surveyor	\$120.50		
Technician II	\$109.18		
Technician I	\$100.78		
Technician	\$91.78		
Administration II	\$92.39		
Administration I	\$83.99		

2.85% Discount offered on all invoices paid by Cash, EFT, or ACH.

Please note that the Engineer/Surveyor reserves the right to adjust rates from time to time.



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Expenses			
Express Mail/Courier Services		Invoiced Amount plus 15%	
Conference Phone Calls		Invoiced Amount plus 15%	
B&W Copy		\$.04 per page	
Color Copy		\$.75 per page	
24 x 36 Drawing Reproductions		\$4.00 Per Drawing Sheet	
30 X 42 Drawing Reproductions		\$4.50 per drawing sheet	
24 X 48 Drawing Reproductions		\$5.00 Per drawing Sheet	
36 X 42 Drawing Reproductions		\$5.50 Per Drawing Sheet	
Large Print- B Size		\$3.00 Per Drawing Sheet	
Mylar Prints		\$5.00 Per Drawing Sheet	
Full Color Drawing Reproductions		\$20.00 per Drawing Sheet	
Travel		\$.58 Per mile	
Subcontractor/Consultant		Invoiced amount plus 10%	
Specialty Software		\$40.00 Per Hour	
Equipment Rental Rates			
			<u>Daily Rate</u>
1.)	Trimble VX Robotic Total Station		\$ 600.00
2.)	Trimble Geo 7 Mapping GPS Unit		\$ 500.00
3.)	McLaughlin Verifier/Locator		\$ 195.00
4.)	Manual Environmental Sampling Tools		\$ 50.00
5.)	Handheld Measuring and Locating Tools		\$ 25.00
6.)	Photoionization Detector		\$ 75.00
7.)	Explosive Gas Meter		\$ 75.00
8.)	Light or Water Level Meter		\$ 25.00
9.)	PH & Temperature Water Quality Probe		\$ 10.00
10.)	Disposable PPE and Sampling Materials		Variable Rate
11.)	Drone		\$1,200.00
12.)	Laptop for Field use		\$25.00
13.)	Quest Datalogging Sound Level Meter		\$150.00

Please note that the Engineer/Surveyor reserves the right to adjust rates from time to time.

PAYMENT OPTIONS

Invoices are due upon receipt

Any questions regarding billing please direct them to Julie Genovese, Office Manager at (518) 828- 2700 ext. 1102

Please remit check payment to:

Crawford & Associates
Attn: Accounts Receivables
One Hudson City Centre, Suite 300
Hudson, NY 12534

We also accept Visa, MasterCard, American Express and Discover



To charge your invoice to a credit card, please call Julie Genovese, Office Manager at (518) 828-2700 ext. 1102

Please have the following information when calling

- Card account number
- Expiration Date
- Amount
- Customer's name as it appears on the card
- Security Code (Three digit on the back of Mastercard, Visa and Discover- four digit on the front of the American Express)
- Billing Street Address
- Billing Zip Code
- Project #
- Invoice #