

**Business of the Village Board
Village of Saranac Lake**

SUBJECT: Professional Services AES – Ampersand Ave

Date: 11-13-2023

DEPT OF ORIGIN: Village Manager

Bill # 144-2023

DATE SUBMITTED 11-3-2023

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED: \$

AMOUNT
BUDGETED: \$

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT

Resolution to authorize Village Manager to Sign Agreement for Professional Services with AES Northeast for Ampersand Avenue Project Plans and Designs

RECOMMENDED ACTION

MOVED BY: Scollin SECONDED BY: Catillaz

VOTE ON ROLL CALL:

MAYOR WILLIAMS yes

TRUSTEE BRUNETTE yes

TRUSTEE CATILLAZ yes

TRUSTEE SCOLLIN yes

TRUSTEE SHAPIRO yes

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between Village of Saranac Lake (Owner) and AES Northeast, PLLC (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Ampersand Avenue Reconstruction and Pedestrian / Bicycle Safety Improvements; Schematic Design of Ampersand Ave (Hope St to Broadway); Traffic Study at Ampersand Ave/Hope St Intersection; Traffic Study at Park Ave/Catherine St Intersection (Project)**. Engineer's services under this Agreement (Services) are generally identified as **survey, geotechnical investigation, road, bicycle lane, sidewalk and utility design, preparation of construction plans and specifications and construction cost estimate**. Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the time period indicated in the Scope of Services. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. **Invoices:** Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. **Payment:** As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. **Failure to Pay:** If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. **Reimbursable Expenses:** Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 1.15.
- E. **Basis of Payment**
 - 1. **Lump Sum.** Owner shall pay Engineer for Services as follows:
 - a. A Lump Sum amount of \$113,014.00.
 - b. In addition to the Lump Sum amount, reimbursement of the following expenses: \$3,100.00.
 - c. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
 - d. Engineer's Standard Hourly Rates are attached as Appendix 2.

e.

Task & Fee Schedule

Task 1 - Ampersand Avenue Reconstruction (Shroeter's Field to Hope Street)

| Item # | Description | Total |
|--------|---|------------------|
| 1 | General / Project Familiarization/ Meetings | \$ 3,000 |
| 2 | Data Collection & Analysis (Survey) | \$ 26,507 |
| 3 | Preliminary Design | \$ 22,896 |
| 4 | Environmental (SEQR, Permitting) | \$ 7,434 |
| 5 | Right of Way | \$ - |
| 6 | Detailed Design | \$ 21,046 |
| 7 | Advertisement, Bid Opening and Award | \$ - |
| 8 | Construction Support | \$ 8,902 |
| | Total | \$ 89,785 |

See Scope of Services for detailed description of tasks.

| | | |
|--|---------------------------------|----------|
| | Estimated Reimbursable Expenses | \$ 2,000 |
|--|---------------------------------|----------|

Task 2 - Ampersand Avenue Alternatives Analysis and Schematic Design (Hope Street to Broadway)

| Item # | Description | Total |
|--------|---|------------------|
| 1 | General / Project Familiarization/ Meetings | \$ 1,300 |
| 2 | Data Collection & Analysis (Survey) | \$ 958 |
| 3 | Preliminary Design | \$ 9,516 |
| 4 | Environmental (SEQR, Permitting) | \$ - |
| 5 | Right of Way | \$ - |
| 6 | Detailed Design | \$ - |
| 7 | Advertisement, Bid Opening and Award | \$ - |
| 8 | Construction Support | \$ - |
| | Total | \$ 11,774 |

See Scope of Services for detailed description of tasks.

| | | |
|--|---------------------------------|--------|
| | Estimated Reimbursable Expenses | \$ 500 |
|--|---------------------------------|--------|

Task 3 - Ampersand Avenue / Hope Street Intersection Traffic Study

| Item # | Description | Total |
|--------|---|-----------------|
| 1 | General / Project Familiarization/ Meetings | \$ 650 |
| 2 | Data Collection & Analysis (Survey) | \$ 780 |
| 3 | Preliminary Design | \$ 4,460 |
| 4 | Environmental (SEQR, Permitting) | \$ - |
| 5 | Right of Way | \$ - |
| 6 | Detailed Design | \$ - |
| 7 | Advertisement, Bid Opening and Award | \$ - |
| 8 | Construction Support | \$ - |
| | Total | \$ 5,890 |

See Scope of Services for detailed description of tasks.

| | | |
|--|---------------------------------|--------|
| | Estimated Reimbursable Expenses | \$ 300 |
|--|---------------------------------|--------|

Task 4 - Park Avenue / Catherine Street Intersection Traffic Study

| Item # | Description | Total |
|--------|---|-----------------|
| 1 | General / Project Familiarization/ Meetings | \$ 650 |
| 2 | Data Collection & Analysis (Survey) | \$ 780 |
| 3 | Preliminary Design | \$ 4,135 |
| 4 | Environmental (SEQR, Permitting) | \$ - |
| 5 | Right of Way | \$ - |
| 6 | Detailed Design | \$ - |
| 7 | Advertisement, Bid Opening and Award | \$ - |
| 8 | Construction Support | \$ - |
| | Total | \$ 5,565 |

See Scope of Services for detailed description of tasks.

| | | |
|--|---------------------------------|--------|
| | Estimated Reimbursable Expenses | \$ 300 |
|--|---------------------------------|--------|

| | |
|--|-------------------|
| TOTAL PROJECT LABOR | \$ 113,014 |
| TOTAL ESTIMATED REIMBURSABLE EXPENSES | \$ 3,100 |
| TOTAL | \$ 116,114 |

- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses

incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating

contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. **Waiver of Damages; Limitation of Liability:** To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state in which the Project is located.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. **Constituent of Concern**—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

- 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- B. **Beneficiaries:** Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments:

Appendix 1, Scope of Services

Appendix 2, Engineer's Standard Hourly Rates

This Agreement's Effective Date is **October 13, 2023**.

Owner:

Village of Saranac Lake

(name of organization)

By:

(authorized individual's signature)

Date:

(date signed)

Name: Honorable Jimmy Williams

(typed or printed)

Title: Mayor

(typed or printed)

Address for giving notices:

39 Main Street

Saranac Lake, NY 12983-2294

Designated Representative:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Address: _____

Phone: _____

Email: _____

Engineer:

AES Northeast, PLLC

(name of organization)

By:

(authorized individual's signature)

Date:

10/13/2023

(date signed)

Name: Kevin R. Farrington, P.E.

(typed or printed)

Title: Partner, Director of Civil Engineering

(typed or printed)

Address for giving notices:

12 City Hall Place

Plattsburgh, NY 12901

Designated Representative:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Address: _____

Phone: (518) 561-1598

Email: KevinFarrington@aesnortheast.com

EXECUTIVE SUMMARY

Ampersand Avenue Reconstruction and Pedestrian / Bicycle Safety Improvements Village of Saranac Lake

This Local road improvement project will include a street reconstruction, and alternatives analysis for ADA sidewalk and ramps other pedestrian and bicycle safety improvements at Ampersand Avenue from Schroeter's Field (Town of Harrietstown) to Hope Street in the Village of Saranac Lake. The Consultant shall provide:

- Preliminary and Final Design services as outlined in Sections 1 through 7 of the project scope. Design services will include, but are not limited to, ground survey, mapping, , preparation of alternatives analysis document, conducting a public informational meeting, the development and submission of contract plans, specifications, and construction cost estimate. Construction support includes technical support during construction on questions relating to the design
- Alternatives analysis and schematic design of road improvements including pedestrian / bicycle improvements for Ampersand Avenue from Hope Street to Broadway.
- Engineering traffic study to evaluate the intersection of Ampersand Avenue and Hope Street.
- Engineering traffic study to evaluate the intersection of Park Avenue and Catherine Street.

This agreement does NOT include construction inspection services, however, a Consultant fee for construction inspection Services may be added as a Supplemental Agreement upon request Final Design services are nearly complete.

The anticipated construction schedule for this project is summer 2025.

VILLAGE OF SARANAC LAKE

SCOPE OF SERVICES PROPOSAL FOR PRELIMINARY AND FINAL DESIGN SERVICES

AMPERSAND AVENUE RECONSTRUCTION AND PEDESTRIAN / BICYCLE SAFETY IMPROVEMENTS



OCTOBER 2023

Table of Contents

Scope of Services/Proposal

Ampersand Avenue Reconstruction and Pedestrian / Bicycle Safety Improvements

| | | Pages |
|--|------------------------------------|--------------|
| Base Task List / Scope of Services | | |
| Section 1 | General | 1.1 to 1.3 |
| Section 2 | Data Collection | 2.1 to 2.3 |
| Section 3 | Preliminary Design | 3.1 to 3.4 |
| Section 4 | Environmental | 4.1 to 4.3 |
| Section 5 | Right-of-Way | 5.1 to 5.2 |
| Section 6 | Detailed Design | 6.1 to 6.2 |
| Section 7 | Bid Advertising, Opening and Award | 7.1 |
| Section 8 | Construction Support | 8.1 |
| Section 9 | INTENTIONALLY LEFT BLANK | 9.1 |
| Section 10 | Estimating Assumptions | 10.1 to 10.2 |
| Project Description | | Attachment A |
| Task List and Technical Assumption | | Attachment B |
| Staffing Hours, Rates, Reimbursable Costs, and Fee | | Attachment C |

MUNICIPALITY / MUNICIPALITY: Village of Saranac Lake
PROJECT: Ampersand Avenue Reconstruction and Pedestrian / Bicycle Safety Improvements
AES PROJECT NUMBER: 4532

Scope of Services (SOS)

Section 1 - General

1.01 Project Description and Location

Project Name: Ampersand Avenue Reconstruction and Pedestrian / Bicycle Safety Improvements

Project Description: Evaluate alternatives for pedestrian/bicycle safety improvements. Preliminary and Final Design of street reconstruction of Ampersand Avenue from Schroeter's Field to Hope Street including replacement of existing watermain, sanitary sewer and stormwater drainage utilities. Schematic design of Ampersand Avenue from Hope Street to Broadway. Traffic study to evaluate Ampersand Avenue / Hope Street intersection. Traffic Study to evaluate Park Avenue / Catherine Street intersection. Evaluate alternatives

Project Limits: Ampersand Avenue from Schroeter's Field to Broadway. Park Avenue / Catherine Street Intersection

Municipality: Village of Saranac Lake

City, Village: Village of Saranac Lake

County(ies): Franklin

The anticipated start date of preliminary design: **September 2023**

The construction completed date: **May 2024**

The construction completed date: **September 2024**

The anticipated design costs: **\$115,000**

The anticipated construction costs: **\$ 600,000 to \$1.3 million**

1.02 Project Manager

The **Municipality's** Project Manager for this project is **Dustin Martin**, who can be reached at (518)891-4160.

All correspondence to the **Municipality** should be addressed to: **95 Van Buren Street, Saranac Lake, NY 12983**

The Project Manager should receive copies of all project correspondence directed other than to the **Municipality**.

1.03 Project Classification

The project is assumed to be a Type II action (categorical exclusion) under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617).

1.04 Categorization of Work

Project work is generally divided into the following sections:

| | |
|-----------------------|---|
| Section 1 | General |
| Section 2 | Data Collection & Analysis |
| Section 3 | Preliminary Design |
| Section 4 | Environmental |
| Section 5 | Right of Way |
| Section 6 | Detailed Design |
| Section 7 | Advertising, Bid Opening and Award |
| Section 8* | Construction Support |
| Section 9* | Construction Inspection [Intentionally left blank] |
| Section 10 | Estimating & Technical Assumptions |

* Tasks not included in current SOS but may be added upon request at a later date.

When specifically authorized in writing to begin work the **Consultant (AES Northeast)** will render all services and furnish all materials and equipment necessary to provide the **Municipality (Village of Saranac Lake)** with reports, plans, estimates, and other data specifically described in Sections 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10.

1.05 Project Familiarization

The **Municipality** will provide the **Consultant** with the following information:

- Approved project initiation document.
- Anticipated permits and approvals (initial determination).
- Available project studies and reports.
- Other relevant documents pertaining to the project.
 - Village utility maps

The **Consultant** will become familiar with the project before starting any work. This includes a thorough review of all supplied project information and a site visit to become familiar with field conditions.

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Municipality's Project Manager**. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this contract.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- Preview visual aids for public meetings.
- Manage subconsultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

1.07 Cost and Progress Reporting

For the duration of this contract, the **Consultant** will prepare and submit to the **Municipality** on a monthly basis a Progress Report in a format approved by the **Municipality**. The Progress Report

must contain the *Cost Control Report*.¹ The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Municipality**, this task will not be performed during the suspension period.)

1.08 Policy and Procedures

- The design of this project will be progressed in accordance with the current version of the *Local Projects Manual*¹ including the latest updates.

1.09 Standards & Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

1.10 Subconsultants

The **Consultant** will be responsible for:

- Coordinating and scheduling work, including work to be performed by subconsultants.
- Technical compatibility of a subconsultant's work with the prime consultant's and other subconsultants' work.

Section 2 - Data Collection and Analysis

2.01 Design Survey

A. A. Ground Survey

The **Consultant** will perform provide terrain data required for design by means of an aerial survey and supplemented by topographic ground survey. [Note: Ground survey is typically required for all projects, even those where photogrammetric survey is used. Topographic survey will include locating all prominent features within the street corridor for the approximately 2500-ft roadway.

D. Survey of Wetland Boundaries

The **Consultant** will perform the field survey necessary to accurately locate delineated wetland boundaries. This survey should be performed as soon after delineation as possible.

E. Supplemental Survey

The **Consultant** will provide supplemental surveys when needed for design purposes and to keep the survey and mapping current.

F. Standards

Survey will be done in accordance with the standards set forth in the *NYSDOT Land Surveying Standards and Procedures Manual*² and in accordance with local standards described in Section 10 of the SOS.

2.02 Design Mapping

Mapping limits: The proposed work area and surrounding area as may be necessary for a complete design. Work area is generally described as the proposed bridge replacement area.

The **Consultant** will provide the following design mapping:

- 1:250 scale mapping with 2 foot contour intervals.

¹ <https://www.dot.ny.gov/plafap/view-document?id=1598>

² <https://www.dot.ny.gov/divisions/engineering/design/design-services/land-survey/repository/LSSPM09.pdf>

The **Consultant** will provide supplemental mapping when needed for design purposes and keep the mapping current for the duration of the project.

2.03 Determination of Existing Conditions

The **Consultant** will determine, obtain or provide all information needed to accurately describe in pertinent project documents the existing conditions within and adjacent to the project limits.

2.04 Accident Data and Analysis

Accident data will be provided by Village Police Department.

2.05 Traffic Counts

Not applicable.

2.06 Capacity Analysis

Not applicable.

2.07 Future Plans for Roadway and Coordination with Other Projects

The **Municipality** will provide a brief written statement specifying whether or not plans exist to reconstruct or widen the highway segments immediately adjacent to the project within the next twenty years.

The **Municipality** will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project (e.g., whether a nearby highway widening would influence this project's design traffic volumes).

The **Municipality** will provide all necessary information pertaining to the other projects or developments

2.08 Soil Investigations

The **Consultant** will determine the boring locations, diameters, and sampling intervals; designate soil boring numbers; stake out the locations; take the soil borings; document the resulting subsurface information; and survey and map the actual boring locations.

2.09 Hydraulic Analysis

Not applicable.

2.10 Bridges to be rehabilitated

Not applicable.

2.11 Pavement Evaluation

Not applicable.

Section 3 - Preliminary Design

3.01 Design Criteria

The **Consultant** will identify the applicable design standards to be used for this project, and will establish project-specific design criteria in accordance with the [*NYS DOT Project Development Manual*](#)³

The **Municipality** will approve the selected project design criteria.

³ <https://www.dot.ny.gov/divisions/engineering/design/dqab/pdm>

3.02 Development of Alternatives

A. Selection of Design Alternative(s)

The **Consultant** will identify and make rudimentary evaluations of potential design alternative concepts that would meet the **Municipality's** defined project objectives. These evaluations are not to be carried beyond the point of establishing the feasibility of each concept as a design alternative; only those significant environmental and geometric design constraints that bear on the feasibility should be identified.

For each concept the **Consultant** will prepare rudimentary sketches of plan, profile, and typical section views which show:

- **On plan:** proposed centerlines; pavement edges; curve radii and termini; and existing ROW limits.
- **On profile:** theoretical grade lines; critical clearances; vertical curve data; grades; and touchdown points.
- **On typical section:** lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes.
- **Where necessary:** important existing features.
- **Where pertaining to feasibility:** significant environmental and geometric design constraints, labeled as such.

These sketches will include only the minimum information needed to select design alternatives to be studied in further detail.

The **Consultant** will meet with the **Municipality** to discuss the concepts, using the sketches as discussion aids to describe the relative order-of-magnitude costs, advantages, disadvantages, and problem areas of each. From these concepts the **Municipality** will select one, or in some cases more, design alternative(s) for further development.

B. Detailed Evaluations of Alternative(s)

The **Consultant** will further evaluate each design alternative and the null alternative with specific engineering analyses and considerations. Analyses will be conceptual and limited to determining the relative suitability of each design alternative, and will include:

- Design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the [*NYS DOT Highway Design Manual*](#).⁴
- Environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks).
- Safety considerations including signage.
- Pavement.
- Structures, including bridges, retaining walls, major culverts, (limited to establishing basic concepts, accommodating clearances and stream flow, and estimating costs).
- Drainage.
- Maintenance responsibility.
- Maintenance and protection of traffic during construction.
- Soil and foundation considerations.
- Utilities.
- Construction cost factors.

⁴ <https://www.dot.ny.gov/divisions/engineering/design/dqab/hdm>

The **Consultant** will prepare the following drawings for each design alternative analyzed:

- 1:250 plans showing (as a minimum) stationed centerlines; roadway geometrics; major drainage features; construction limits; cut and fill limits; and proposed right-of-way acquisition lines.
- Profiles, at a scale of 1:250 horizontal and 1:50 (maximum) vertical, showing (as a minimum) the vertical datum reference; significant elevations; existing ground line; theoretical grade line; grades; vertical curve data including sight distances; critical clearances at structures; centerline stations and equalities; construction limits; and superelevation data.
- Typical sections showing (as a minimum) lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes.

3.03 Cost Estimates

The **Consultant** will develop, provide and maintain a cost estimate for each design alternative.

The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes.

3.04 Preparation of Draft Design Approval Document

Not applicable.

3.05 Advisory Agency Review

- **NYS DOT (Schematic Design of Hope St to Broadway)**
- **NYS DEC (SWPPP)**
- **NYS DOH (Watermain)**
- **Village DPW**

3.06 Public Information Meeting(s)

A Public Information Meeting(s)

The **Consultant** will assist the **Municipality** at **two** public information meeting(s) with advisory agencies, local officials, and citizens, at which the **Consultant** will provide visual aids and present a technical discussion of the alternatives.

The **Municipality** will arrange for the location of public information meeting(s). The **Consultant** will assist the **Municipality** with appropriate notification.

B. Public Hearing(s) Not applicable.

3.07 Preparation of Final Design Approval Document (DAD)

Not applicable.

Section 4 – Environmental

4.01 NEPA Classification Not applicable.

4.02 SEQRA Classification

The **Consultant** will verify the anticipated SEQR Classification.
The project is assumed to be a **Type II SEQR Action (categorical exclusion)**.

4.04 Screenings and Preliminary Investigations

The **Consultant** will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s) for:

- Stormwater Pollution Prevention Plan (SWPPP)
- Wetlands

4.05 Detailed Studies and Analyses

Based on the work performed in Section 4.03, the **Consultant** will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the **Municipality** must concur with the **Consultant's** determination.

Detailed study or analysis work will be performed and documented as detailed in the PLAFAP Manual, as well as in the PDM and the TEM. Results of the detailed study or analysis will be summarized in the appropriate section of the DAD.

Detailed study or analysis will be done for:

- A. Stormwater Pollution Prevention Plan (SWPPP)
- Wetlands

4.06 Permits and Approvals

The **Consultant** will obtain all applicable permit(s) and certification(s), including but not necessarily limited to:

- NYSDEC State Pollution Discharge Elimination System (SPDES) Permit

4.07 Public Hearing

Not applicable.

Section 5 - Right-of-Way. Not applicable.

Section 6 - Detailed Design

6.01 Preliminary Plans

The **Consultant** will prepare and submit to the **Municipality** a Preliminary Plan in accordance with the [NYS DOT Highway Design Manual](https://www.dot.ny.gov/divisions/engineering/structures/repository/manuals/brman-usc/2011_nysdot_Br_Man_repl_pgs.pdf).⁵

6.02 Advance Detail Plans (ADP)

The **Consultant** will develop the approved design alternative to the ADP stage. At this stage all plans, specifications, estimates and other associated materials will be **90%** complete.

⁵ https://www.dot.ny.gov/divisions/engineering/structures/repository/manuals/brman-usc/2011_nysdot_Br_Man_repl_pgs.pdf

As part of this task the **Consultant** will prepare templated cross sections at 25-ft intervals.

Advance Detail Plans will be in accordance with [Chapter 21 of the NYSDOT Highway Design Manual](#).⁶

The **Consultant** will prepare and submit two copies of the ADP's to the **Municipality** for review. The **Consultant** will modify the design to reflect the review of the ADP package.

6.03 Contract Documents

Not applicable. The Municipality anticipates performing construction work, therefore, bid documents are not included.

6.04 Cost Estimate

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineer's Estimate, including all quantity computations.

6.05 Utilities

The **Consultant** will coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The **Consultant** will assist the **Municipality** in preparing any necessary agreements with utility companies. Any agreements containing reimbursable relocations must be approved and signed by the Design Support Section of the NYSDOT Design Quality Assurance Bureau (see PLAFAP Manual Appendix 10-8).

6.06 Railroads

Not applicable.

6.07 Information Transmittal

Upon completion of the contract documents, the **Consultant** will transmit to the **Municipality** all project information, including electronic files. The electronic information will be in the format requested by the **Municipality**.

Section 7 - Advertisement, Bid Opening and Award

7.01 Not applicable. The Municipality will perform construction, therefore, advertise is not included.

7.02 Bid Opening (Letting)

Not applicable.

7.03 Award

Not applicable.

Section 8 - Construction Support

8.01 Construction Support

⁶ https://www.dot.ny.gov/divisions/engineering/design/dqab/hdm/hdm-repository/Chapt_21.pdf

Work under this section will always be in response to a specific assignment from the **Municipality**.
The **Consultant** will:

- Interpret design plans
- Provide technical support during construction on questions relating to the design.

Section 9 - Construction Inspection – THIS SECTION IS INTENTIONALLY LEFT BLANK

Section 10 - Estimating and Technical Assumptions

[NOTE: Use this section to list all pertinent information to help define the work to be performed by the Consultant. A list of assumptions has been included, but this list should not be viewed as an all-inclusive list or as a limit as to what can/should be included. Once the Scope of Services is prepared and agreed upon and understood by both the Consultant and the Municipality, effort (hours) and cost negotiations can be completed.]

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

Section 1 Estimate 4 meetings during the life of this agreement.
Estimate 12 cost and progress reporting periods will occur during the life of this agreement.

Section 2 Assume that GPS methods and equipment will be used to establish local control points.
Estimate 0 accidents will require analysis.

Estimate 0 capacity analyses will be required.

Estimate 4 soil borings will be taken.

Section 3 Estimate 3 concepts will be evaluated.

Estimate 2 design alternative(s) will be analyzed in addition to the null alternative.

Estimate 1 cost estimate(s) plus 1 updates will be required.

Estimate 0 bridges will be rehabilitated.

Section 4 Estimate 1 permits will be required.

Section 5 Estimate 0 properties will require title searches.

Estimate 0 ROW maps will be required.

Estimate 0 property acquisitions will be required.

Section 6 Detailed Design or Final Design

Final Design will include but not be limited to:

- Development of highway plans.

- Development and design for public utilities
- Maintenance and protection of traffic during construction.
- Preparation and submission of final Plans, Specifications, and Estimate (PS&E) for the project.

Estimate 1 cost estimate(s) plus 1 updates will be required.

Estimate 0 bridges will be replaced and 0 will be rehabilitated.

Estimate 3 utility companies and 0 railroad agencies will be affected.

Section 7 Estimate 3 copies of the final contract documents will be needed for Village bidders (construction is expected to be by Village DPW).

Estimate advertisements will be placed in 1 publication(s) in addition to the NYS Contract Reporter.

Section 8 Construction Support will include but not be limited to:

- Providing technical support during construction on questions relating to the design.

Estimate 3 requests that require effort will be made during the construction phase of the project.

Section 9 Construction Inspection – not included but may be negotiated as a supplemental agreement upon request by owner.

Estimate construction will begin on May 2024 and will be completed by October 2024.

10.02 Technical Assumptions

- Aerial mapping will not be required
- A survey control report will not be required.
- Access to the site and vicinity will not be limited.
- The project will be progressed in English units.
- One (2) public informational meeting will be held locally. Display boards and brochures will be provided by AES. The Village will coordinate and make arrangements for the location of the meeting.
- Contract plans and cross-sections (if required) will be prepared at ½ size (12"x18") in accordance with NYSDOT standards.
- Traffic counts will not be required.
- Accident reports will be provided by Saranac Lake Village Police.
- Private utility relocations will not be required.
- Utility relocation agreements will not be required.
- It is assumed that the State Historic Preservation Officer (SHPO) will determine the project to have "no effect".
- It is assumed that preliminary waste assessment will not find conditions or materials that will require remediation or pose a significant threat to health or the environment.
- The project elements will conform to the standard NYSDOT Specifications or existing NYSDOT Special Specifications. No additional special specifications will be required.

- The project will be constructed in the 2024 construction season.
- Construction will be by Village of Saranac Lake Department of Public Works; public bidding not required.
- All agencies require a digital copy and one (1) hard copy of plans.
- Design Analysis Report will be limited to evaluation of one (2) Alternates in addition to the Null alternative.
- APA Jurisdictional Inquiry Form (JIF) is not required for the proposed project.
- APA will perform wetland flagging.
- It is assumed that wetland mitigation will not be required.

The following project schedule is initially anticipated:

- | | |
|--------------------------|----------------|
| • Notice to Proceed | October 2023 |
| • Preliminary Design | February 2024 |
| • Final Design | March 2024 |
| • Construction Start | May 2024 |
| • Construction completed | September 2024 |

Appendix 2 – Engineer’s Standard Hourly Rates

2023 Hourly Rates Fee Schedule*

| | | | |
|--------------------------------------|----------|--------------------------------------|----------|
| Principal – Registered Architect | \$162.00 | Land Surveyor | \$112.00 |
| Principal – Professional Engineer | \$162.00 | Surveying Technician | \$92.00 |
| Principal - Land Surveyor | \$162.00 | Survey Party Chief - PWR** | \$177.00 |
| Registered Architect II | \$148.00 | Survey Instrument Person - PWR** | \$167.00 |
| Registered Architect I | \$130.00 | GIS Specialist | \$93.00 |
| Program Manager | \$132.00 | Assistant Project Manager | \$90.00 |
| Project Manager | \$104.00 | Senior Construction Manager | \$129.00 |
| Building Designer | \$120.00 | Construction Manager II | \$114.00 |
| Architectural Technician or CAD tech | \$80.00 | Construction Manager I | \$96.00 |
| Professional Engineer III | \$151.00 | Resident Project Representative III | \$100.00 |
| Professional Engineer II | \$139.00 | Resident Project Representative II | \$95.00 |
| Professional Engineer I | \$125.00 | Resident Project Representative I | \$90.00 |
| Intern Engineer II | \$108.00 | Project Administrator III | \$78.00 |
| Intern Engineer I | \$103.00 | Project Administrator II | \$73.00 |
| Engineering Technician II | \$97.00 | Project Administrator I | \$69.00 |
| Engineering Technician I | \$93.00 | Information Technology Administrator | \$97.00 |
| Environmental Scientist | \$140.00 | Administrative Assistant II | \$65.00 |
| Grants/Funding Compliance Manager | \$120.00 | Administrative Assistant I | \$60.00 |
| Funding Compliance Administrator | \$80.00 | | |

2023 Reimbursable Expenses Fee Schedule*

| | |
|--|-------------------|
| Copies – black & white single sided 8.5" x 11" | \$0.24 |
| Copies – black & white double sided 8.5"x11" | \$0.31 |
| Copies – black & white single sided 11"x17" | \$0.31 |
| Copies – color 8.5"x11" | \$2.42 |
| Copies – color 11"x17" | \$6.05 |
| Large document paper prints – black & white 12"x18" | \$2.42 |
| Large document paper prints – black & white over 24"x36" | \$6.05 |
| Large document paper prints– black & white 24"x36" | \$3.63 |
| Large document paper prints – color 12"x18" | \$18.15 |
| Large Document paper prints – color 24"x36" | \$24.20 |
| Large Document paper prints – color over 24"x36" | \$31.46 |
| Large Document mylar (film) prints | \$42.35 |
| Scanning construction drawings – 1 to 10 sheets | \$18.15 |
| Scanning construction drawings – 11 to 20 sheets | \$9.08 |
| Scanning construction drawings – over 20 sheets | \$2.42 |
| Place construction drawings on Compact Disks (USB/CDs) | \$30.25 |
| Printing Supplies/Binders (3 ring) etc. - cost plus | 15% |
| Postage - cost plus | 15% |
| Sub-consultants - cost plus | 15% |
| Travel expenses (tolls, parking etc.) - cost plus | 15% |
| Lodging expenses - cost plus | 15% |
| Meal expenses - cost plus | 15% |
| Mileage | Per IRS 2023 rate |

* All rates are subject to change after 12/31/2023

** NYS Dept. of Labor requires the payment of "Prevailing Wage Rates" (union scale) to Survey personnel on Public Works Projects