

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

SUBJECT: Whitewater Park Project

DATE: 6-12-2023

DEPT OF ORIGIN: Trustee Shapiro

BILL # 79-2022

DATE SUBMITTED: 6-7-2023

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE REQUIRED	AMOUNT BUDGETED	APPROPRIATION REQUIRED
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Resolution to hire recreation engineering and planning (REP) for design and engineering for the Whitewater Park Project funded by the DRI

MOVED BY: Shapiro SECONDED BY: Brunette

VOTE ON ROLL CALL:

MAYOR WILLIAMS yes

TRUSTEE BRUNETTE yes

TRUSTEE CATILLAZ yes

TRUSTEE SCOLLIN yes

TRUSTEE SHAPIRO yes

**RESOLUTION TO HIRE RECREATION ENGINEERING AND PLANNING (REP) FOR
DESIGN AND ENGINEERING FOR THE WHITEWATER PARK PROJECT FUNDED BY
THE DOWNTOWN REVITALIZATION INITIATIVE**

WHEREAS, the Village of Saranac Lake was awarded funding through Downtown Revitalization Initiative (DRI) for creation of a whitewater park that will advance the Downtown Revitalization Initiative; and

WHEREAS, the Village seeks to engage the services of qualified consultants to prepare designs and manage construction for the project; and

WHEREAS, the Village Board of Trustees accepted sponsorship of the project from ADK Action; and

WHEREAS, Village staff, including the Village Manager, Treasurer and Community Development Director, have reviewed the efforts of ADK Action for the procurement of design and engineering services for the Whitewater Park Project and determined that the procurement efforts of ADK Action are consistent with the Village's Purchasing Policy; and

WHEREAS, a revised proposal from the selected subcontractor, Recreational Engineering & Planning (REP) has been received and reviewed by the Project Advisory Committee; and

WHEREAS, Village staff and the Project Advisory Committee recommend hiring Recreational Engineering & Planning (REP) to assist the Village in this effort;

NOW, THEREFORE BE IT RESOLVED, the Board of Trustees accepts the recommendation to hire Recreational Engineering & Planning (REP) and the Village Manager is hereby authorized to execute a contract with Recreational Engineering & Planning (REP) for design and construction management for the DRI Whitewater Park project.

Recreation Engineering and Planning

Professional Services Agreement



THIS PROFESSIONAL SERVICES AGREEMENT (Agreement) is made and entered into effective the date last signed below, by and between Recreation Engineering & Planning, Inc. (hereinafter REP) and the Village of Saranac Lake (Client). In consideration of the undertakings and agreements hereinafter set forth, the parties agree as follows:

1. Services

The specific professional services (Services) to be performed by REP on behalf of Client are described in the attached proposal dated June 1, 2023 attached to this Agreement as Exhibit A (Proposal). Client and REP may amend the services only through a written Change Order executed by both parties. All Services authorized by Change Order referencing this Agreement shall be subject to the terms of this Agreement except as otherwise modified in writing by mutual consent. Any schedule requirements applicable to REP's Services shall be set forth in Exhibit A, or any Change Order. The Services in Exhibit A and the budget for those Services reflect REP's best professional judgement and are based on the information provided by Client concerning the proposed Project's nature and location as appropriate, REP's knowledge of and experience with the public agencies likely to become involved, the environmental sensitivity of the Property, and the extent of likely controversy concerning the Project. Client understands that REP cannot provide a guarantee of the maximum cost and time required to complete the Services called for under this Agreement due to circumstances beyond our control, including approvals by public agencies or third parties. For Services including licensed professionals, such as civil engineers and landscape architects, State regulations and codes require consideration of public interests and may affect the services required as a project progresses. REP cannot provide a guarantee that any proposed project that is the subject of the services to be required pursuant to this Agreement will be approved or permitted. REP's obligations to perform the Services are specifically subject to the issuance of all permits, licenses, approvals, or other documents required to enable REP to perform the Services.

2. Compensation for Services

The method of payment by Client, a time and materials basis, together with the applicable rate schedule shall be set forth in Exhibit A or any Change Order agreed to by REP and Client. Client agrees to pay all sales, use, excise, gross receipts, or other taxes imposed upon the services rendered by REP; any taxes shall be added to the total compensation due REP. REP shall, upon request, furnish to Client a proposed budget for the Services specified. REP shall not invoice Client for amounts in excess of the specified budget without first obtaining Client's authorization by letter or email.

3. Invoices and Payments

Invoices shall be submitted monthly, unless total labor costs and expenses for the month are below \$1,000, in which case the total will be added to the following invoice, except in the case of the final invoice. Any unpaid balances shall draw interest at one and one-half percent (1.5%) per month of the highest rate allowed by law, whichever is lower, commencing thirty (30) days after date of invoice. All invoices not contested in writing within fifteen (15) business days of receipt are deemed accepted by Client as true and accurate, and Client thereafter waives any objection to REP's invoices, which are payable in full.

The method of payment is on a time and materials basis. Invoices shall provide the following information: (i) total labor costs, and (ii) total reimbursable expenses. Client shall inform REP of additional documentation required by granting agencies to be included on invoices, and REP will include on invoices to the Client.

All payments should be remitted to Recreation Engineering and Planning, 485 Arapahoe Ave, Boulder, CO 80302.

4. Term

This Agreement shall become effective as of the last date executed by both parties below and the initial term shall be for the period of performance only; unless otherwise extended in writing.

5. Compliance with Laws and Professional Standards

REP shall perform the Services in accordance with prevailing professional standards and ethics, and in compliance with valid and applicable governmental laws, rules, and regulation. If REP believes that compliance with Client's directions could violate applicable professional standards or ethics, or applicable government laws, rules, or regulation, then REP shall so advise Client. Client and REP shall immediately enter into discussions to arrive at a mutually satisfactory solution. Failing a solution, either party may terminate this Agreement in accordance with Paragraph 15.

6. Standard of Care

The Services will be performed on behalf of and solely for the exclusive use of Client and for no others except where federal or state law mandates oversight by a federal or state agency. The Services performed by REP shall be conducted with that level of skill and care ordinarily exercised by members of the same professional providing similar services in the same locale acting under similar circumstances and conditions at the time services are rendered. Except as set forth herein, REP makes no other representation, guarantee, or warranty, express or implied, in fact or by law, whether of merchantability, fitness for any particular purpose, or otherwise, concerning any of the services which may be furnished by REP to Client.

7. Deliverables

All deliverables, including, but not limited to, any and all reports, drawings, plans, designs and specifications prepared by REP hereunder, shall

become Client's property upon final payment for REP's Services. REP shall retain copies of all deliverables for its files. Unless expressly stated by REP to the contrary, Client acknowledges that such deliverables are not intended or represented to be suitable for reuse by Client or others on any extension of the project or on any other project. Reuse of the deliverables by Client or third parties without the opportunity for adaption by REP and absent REP's written consent, shall be at the Client's sole risk.

8. Insurance Coverages

REP shall, at REP's expense, purchase from and maintain in a company or companies lawfully authorized to do business in New York State, and shall keep in force during the term of this Agreement, a liability insurance policy to protect Client from the following claims which may arise out of or result from the REP's operations or work under this Agreement and for which the REP may be legally liable: claims for damages of bodily injury, occupational disease, or death of the REP's employees; claims for damages because of bodily injury, sickness or disease, or death of other than the REP's employees; claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the REP, or (2) by another person. Such liability insurance policy shall have coverage limits of at least the following: \$1,000,000 per occurrence and \$2,000,000 general aggregate; \$100,000 damage to premises; \$5,000 med pay coverage (for any one person); \$2,000,000 products liability, and shall name the Client as an additional insured under such policy.

9. REP's Indemnification of Client

REP shall indemnify and hold harmless Client and its directors, officers, employees, and agents from and against any and all losses, damages, claims, liability, and costs and expenses

incidental thereto (including costs of defense, settlement, and reasonable attorney's fees) which any or all of them may hereafter incur, be responsible for, or pay out as a result of bodily injuries (including death) to any person, or damage (including loss of use) to any property (public or private), or contamination of or adverse effects on the environment, to the extent caused by (i) the negligent acts, negligent omissions, or willful misconduct of REP in the performance of the Services; or (ii) REP's breach of this Agreement.

10. Client's Indemnification of REP

Client shall defend, indemnify, and hold harmless REP and its shareholders, directors, officers, employees, and agents from and against any and all losses, damages, claims, liability, and costs and expenses incidental thereto (including costs of defense, settlement, and reasonable attorney fees) which any or all of them may hereafter incur, be responsible for, or pay out as a result of bodily injuries (including death) to any person, or damage (including loss of use) to any property (public or private), or contamination of or adverse effects on the environment, arising out of or which are connected with (i) negligent acts, negligent omissions, or willful misconduct of Client or Client's employees, agents, contractors, or subcontractors, or (ii) Client's breach of this Agreement.

11. Required Disclosures by Client

(a) Client shall provide REP all information that is known or readily accessible to Client that may be reasonable and/or necessary for completion of the Services by REP.

(b) REP shall indicate to Client the information needed for rendering the Services. To the extent that REP is required to rely solely upon information provided by Client, without opportunity for REP to appropriately validate the accuracy and reliability of such information, Client agrees to waive any claim againsts REP and to indemnify and

hold harmless REP from and against any and all claims, damages, losses, liability, and expenses, including attorney's fees, that may arise from errors, omissions, or inaccuracies in existing information provided to REP by Client or others.

(c) Prior to the commencement of the Services on a Project, or at any time thereafter when new information becomes available to Client, Client will provide prompt, full, and complete disclosure to REP of known or potential hazardous conditions or risks to the health and safety of REP's employees, agents, and subcontractors that may be encountered at the Project site or in connection with the performance of the Services.

12. Modifications to Work

Client or REP may request modifications or changes in the scope of Services to be performed under a Change Order. Any changes that are mutually agreed upon shall be incorporated into a written modification to the Change Order signed by both REP and Client.

13. Force Majeure

Neither the Client nor REP shall hold the other responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of the other party and that could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure shall include, but not necessarily be limited to, adverse weather conditions, floods, war, riot, civil unrest, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, loss of permits, and failure to obtain permits; court order; acts of God; and acts, orders, laws, or regulation of any governmental agency. Should such acts or events occur, the parties to this Agreement shall mutually agree on the terms and conditions upon which the Services may be continued. Failing achievement of such an agreement, either party may terminate this Agreement in accordance with Paragraph 15.

14. Project Delays

If REP is delayed at any time in the progress of the Services for any specific activity under this Agreement (i) by an act, failure to act, or neglect of Client or Client's employees or any other party, (ii) by changes in the scope of Services, or (iii) by delay authorized by Client and agreed to by REP, then the time for completion shall be extended and an equitable adjustment made to the compensation if delays caused by any of the above events result in additional costs to REP. Failing achievement of such a revision, REP may terminate this Agreement in accordance with Paragraph 15.

15. Termination

(a) This Agreement may be terminated by either party upon thirty (30) days written notice (i) should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the terminating party, or (ii) whenever the right to terminate is otherwise provided in this Agreement.

(b) If Client fails to make payment to REP for the Services, REP may, upon fourteen (14) days written notice to Client, suspend performance of the Services under this Agreement. In the event of suspension of the Services, REP shall have no liability to Client for delay or damage incurred by Client because of such suspension of the Services. In addition, any affected schedule shall be extended for the same period as services were suspended.

(c) Irrespective of which party shall effect termination or the cause therefore, Client shall, within thirty (30) days of termination, compensate REP for Services performed and for costs incurred up to the time of termination, as well as those associated with termination and post-termination activities, such as demobilization, modifying schedules, and reassigning personnel.

16. Legal Proceedings

(a) In the event that legal action is brought by either party against the other, each party shall

bear its own legal costs and expenses for bringing and maintaining any such action.

(b) Client shall be responsible for and pay REP at its prevailing rates for all time spent by REP employees in connection with any court, administrative, or other legal proceedings with a third party arising from or relating to Services provided under this Agreement, regardless of whether or not REP is subpoenaed to appear at such proceedings by Client or any third party. This provision does not apply where REP is a party to the same proceeding or proceedings in which REP is required to indemnify Client pursuant to this Agreement.

17. Site Access and Control

Client grants REP the right of entry to the Project site by REP, its employees, agents, and subcontractors to perform the Services. If Client does not own the Project site, Client warrants and represents to REP that Client has the authority and permission of the owner and occupant of the Project site to grant this right of entry to REP.

18. Client Representative

Client shall designate a person to act as Client's representative with respect to the Services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Client's policies and decisions with respect to REP's Services for the Project.

19. Independent Contractor

REP shall have the status of an independent contractor, not that of an agent or employee. REP shall be solely responsible for the compensation, benefits, contributions, and taxes, if any, of its employees, agents, and subcontractors.

20. Entire Agreement

This Agreement, together with any Exhibits hereto, including but not limited to the following:

Exhibit A Proposal

constitutes the entire understanding and agreement between the parties relating to the Services provided by REP to Client and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding the Services. This Agreement may be amended only by a written instrument signed by each party.

21. Precedence

This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any Client-issued purchase order, requisition, notice to proceed, or like document regarding the Services. In the event of a conflict between the terms or conditions of this Agreement and those of any Work Order, the terms and conditions of this Agreement shall control.

22. Governing Law

This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the state where the services are performed, excluding any choice of law rules that may direct the application of the laws of any other jurisdiction.

23. Assignment, Successors, and Assigns

This Agreement shall not be assigned by either party without first obtaining the written consent of the other party; this consent shall not be unreasonably withheld, provided, however, that REP shall have the right to assign this Agreement to any of its subsidiaries. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

24. Survival

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and REP shall survive the

completion of Services hereunder and the termination of this Agreement.

25. Waiver of Contract Breach

The waiver by one party of any breach of this Agreement, or the failure by one party to enforce at any time, or for any period of time, any of the terms and conditions of this Agreement, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement, and shall not be construed to be a waiver of any other provisions, except for the particular instance.

26. Dispute Resolution

If any dispute arises out of or relates to this Agreement, or the breach thereof, then said dispute will first be referred to a panel consisting of at least one representative of REP and at least one representative of Client having authority to enter into agreements to settle the dispute. The panel will engage in any conference or discussion deemed appropriate under the circumstances to arrive at a settlement of the dispute. If the dispute cannot be settled through direct discussions by the panel representatives of the parties, the parties agree then to submit the matter to mediation under the Construction Industry Mediation Rules of the American Arbitration Association before having recourse to a judicial forum. No written or oral representation made during the course of any settlement negotiations or mediation shall be deemed a party admission.

In the event mediation fails to resolve the dispute within ninety (90) days, or a longer time if agreed to by REP and Client, REP and Client agree that the dispute shall be resolved by binding arbitration Construction Industry Arbitration Rules of the American Arbitration Association. The cost of the arbitration shall be borne equally by each party or in such other manner as deemed equitable by the arbitrator. The arbitrator shall be agreed upon by the parties within ten (10) days of the demand



Professional Services Agreement

for arbitration. In the event the parties cannot agree on the selection of a referee, any party may petition the state court in the county in which the project is located for the appointment of a qualified retired judge as the referee. Unless otherwise agreed by the parties, the reference proceeding shall be held in the county where the project is located.

The decision of the arbitrator shall be final and may be enforced by the prevailing party in any court of law. Client and REP hereby mutually waive their right to a court or jury trial.

IN WITNESS THEREOF, the parties hereto have executed this Agreement by their duly authorized agents as of the day and year first above written.

Client: VILLAGE OF SARANAC LAKE

RECREATION ENGINEERING AND PLANNING

By: _____
(Signature) (Date)

By: Mason Lacy 6/1/2023
(Signature) (Date)

Name: Erik Stender
(Printed Name)

Name: Mason Lacy
(Printed Name)

Title: Village Manager

Title: Project Engineer

Exhibit A

Professional services proposal dated June 1, 2023



Professional Services Scope of Work
Saranac Lake Whitewater Park
Saranac River, Saranac Lake, New York
By Recreation Engineering & Planning (REP)
June 1, 2023

Recreation Engineering and Planning (REP) is pleased to provide the following scope of work and fee proposal for professional services for design and permitting work for the Saranac Lake Whitewater Park. This proposal is being submitted to Jamie Konkoski, Community Development Director, Village of Saranac Lake, as requested.

We understand that the Village of Saranac Lake has received a grant from the New York State Department of State (NYS DOS). The contract between NYS DOS and the Village includes a specific Work Plan (hereinafter "DOS Work Plan"), which is referenced in this scope of work and attached ("Attachment C"). The DOS Work Plan includes work that will be performed by the Village or others, and is not included in this scope of work. This scope of work has been organized to match the DOS Work Plan tasks, and an effort has been made to call out tasks in the DOS Work Plan that are not included in this scope. There are also additional work items included in this scope which are required for development of the whitewater park that are not included in the DOS Work Plan.

In addition to REP, our team for this project includes two subconsultants. Geomatics Land Surveying is a certified Women's Business Enterprise (WBE) located in Saranac Lake, and will be providing topographic and bathymetric surveying for the project. Ambient Environmental is a certified WBE and will be performing the wetland delineation and supporting the project through the regulatory permitting process.

The scope of work outlined below includes estimated pricing to perform the required services. Hours are estimated not to exceed, and each item will be billed at the hourly rates. A detailed fee estimate with hours and expenses by task is attached. If additional services are required due to agency requirements or other unanticipated reasons, an additional services fee estimate can be developed at that time.



Task 1.1 – Consultant Selection and Compliance with Procurement Requirements

No work items by the REP team are included for this task.

Task 1.2 – Draft Design

This task includes work required to advance the design from the existing concept design to 30% design plans. Work required includes a topographic / bathymetric survey and base map development, initial site visit, preliminary design and preliminary quantity and construction cost estimate.

Data Review and Collection: Relevant data includes local parcel ownership and boundaries, topographic / bathymetric data, flow data, and other site-specific information related to stakeholder concerns, related planning processes, etc.

Bathymetric Survey and Base Mapping (Geomatics): Geomatics Land Surveying, PC will perform survey with sufficient detail for design and develop CAD base map. Survey will include bathymetry throughout the project area. The base map will consist of an AutoCAD file with survey points, lines, contours, property boundary, trees and surface features identified, and include a Civil3D existing grade surface.

Site Visit: Includes one site visit by REP staff. Site field investigations will include a visual assessment of the necessary variables relevant to the project, including review of hydraulic gradient, site access, staging, constructability, bed / bank material, infrastructure, wetlands / sensitive areas, existing habitat etc. Stakeholder meetings and/or a public meeting could occur during this site visit. Any meetings to be coordinated and scheduled by the Village or others.

30% Design Plans: 30% design development includes grades, materials, and details sufficient to solicit public comment, estimate quantities, and allow for initial review by stakeholders. One round of review and comment is included.

Preliminary Quantity and Cost Estimate: Develop an estimate of construction materials quantities based on the 30% design. Use information on recent project unit costs to develop a Class 4 construction cost estimate (AACE classification, expected accuracy range -30% to +50%).

Community Engagement and Meetings: Any public involvement or meetings to be coordinated by the Village or others. This scope includes REP staff attendance at up to one virtual public meeting.

Deliverables: 30% Design Drawings (Primarily plan view, relevant details, cross-sections, profiles as needed). Delivered as electronic PDF and/or AutoCAD files. 30% level construction quantities and cost estimate.

Task 1.2 Labor - \$32,925

Task 1.2 Expenses - \$2,200

Task 1.2 Subconsultants - \$20,000 (Geomatics)



Task 1.3 – Environmental Quality Review

State Environmental Quality Review Act (Ambient): Based on the assumption that the project will not require an Adirondack Park Agency (APA) permit, it will be necessary to address the SEQR process for actions by state and local agencies. The extent of disturbance associated with the project is unknown at this time but the proximity of the project corridor to an historic district suggests that the project will be deemed a Type 1 Action and a Full Environmental Assessment Form (FEAF) will be required. Ambient has teamed with Napierala Consulting Professional Engineer, PC (Napierala) for this task due to their extensive experience with the SEQR process (www.napcon.com).

For the SEQR review a Lead Agent will be required. We are assuming the Lead Agent will be either the Village Council or the Village Planning Board. Typically, it would be the public entity that has to make the first decision (approval) for the project. Napierala will prepare Part 1 of the FEAF for submittal to the Lead Agency for review. Although not the responsibility of the applicant, the Lead Agency often requests that the applicant provide drafts of Part 2 and Part 3, which evaluate the impacts of the project. Napierala will prepare those drafts. It is assumed that the documentation for Part 3 will only involve clarification of the design and will not require additional studies to complete. It is also assumed that Napierala and Ambient will not be responsible for Lead Agency Coordination or any filing requirements as these are the responsibility of the Lead Agency.

For the purposes of this proposal, we have assumed that the EAF submittal will include detailed and sufficient analysis and design materials from REP to satisfy the environmental review for the project and as such the Lead Agent is comfortable to make a “Negative Declaration” regarding the environmental impact of the project. As such no further environmental review or analysis will be required, thus avoiding an Environmental Impact Statement (EIS) process.

If an EIS process is required, such time and effort will be an additional service to this proposal.

SEQR Support (REP): REP will provide miscellaneous technical support to Ambient in support of the SEQR process up to 20 hours. Requests, clarifications, studies, hydraulic analysis, meetings, or rebuttal following permit submittals to agencies in excess of 20 hours will be an additional fee. If necessary, REP can provide a fee estimate to complete additional services at that time.

Deliverables: Full Environmental Assessment Form (FEAF)

Task 1.3 Labor - \$3,300

Task 1.3 Subconsultants - \$8,000 (Ambient)



Task 1.4 – Final Design and Construction Documents

60% Design: Includes hydraulic modeling, design and engineering required to advance the project design and analysis to the detail required for permit submittals.

- **Hydraulic Modeling:** REP will utilize HEC-RAS hydraulic modeling software to perform a hydraulic analysis of the existing conditions and proposed project. The hydraulic modeling is used in conjunction with design in an iterative process to ensure the project meets floodplain and hydro output requirements, and maximize the performance of the whitewater features at all flows. Assumes REP receives the current effective model of record from the authority that would be reviewing the flood analysis in HEC-RAS format.
- **60% Design Plans:** 60% plans, details and specifications with sufficient detail for permit submittals. Update design based on stakeholder input, hydraulic modeling results, and further engineering. One round of review and comment is included.
- **60% Quantity and Cost Estimate:** Update construction quantities and cost estimate based on 60% design. This will be a Class 3 construction cost estimate (AACE classification, expected accuracy range -20% to +30%).

Final design: Includes final design plans and specifications for all project elements sufficient for construction, stamped by a New York Professional Engineer. Plans will include layout, grading plans, details, and other sheets as necessary for all improvements.

Technical specifications, bid documents: Develop technical specifications for all proposed materials sufficient for construction. Task includes refined material quantity estimates, work item descriptions, measurement and payment details for each item, bid tabs, and aid in assembling bid documents and bid advertisement. Assumes the Village will lead the bidding process and assemble contract documents.

Deliverables: 60% design drawings (sufficient detail for permit applications). Delivered as electronic PDF and/or AutoCAD files. 60% level construction quantities and cost estimate.

Final design drawings and specifications (sufficient for construction). Delivered as electronic PDF and/or AutoCAD files.

Task 1.4 Labor - \$48,725

Task 1.4 Expenses - \$100

Task 1.5 – Permits

Agency Resource & Mapping Review (Ambient): Ambient will conduct an in-house review of available mapping and agency information to identify the potential presence and extent of wetlands and other regulated resources within the project area. This work will include reviewing National Wetland Inventory maps, Adirondack Park Agency wetland mapping, aerial mapping, and soil survey mapping. Since the majority of work associated with the project will be in-water, it is assumed that impacts to historic or pre-contact sites will not occur. As a result, Ambient will



submit project documentation, including available site plans to SHPO for their review. It is assumed that the project will have no impact on cultural resources and no further archaeological work will be required.

Wetland & OHWM Delineation (Ambient): Ambient will conduct a field investigation of the project corridor to identify and delineate federal and state jurisdictional wetlands and streams pursuant to the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual and current regional supplement. Wetlands will be identified based on the presence of vegetation typically adapted to wet conditions (hydrophytes), hydric soils, and the presence or evidence of hydrology. Wetland boundaries will be demarcated with vinyl flagging to facilitate survey and site confirmation by USACE. This delineation will be limited to the immediate vicinity of the project corridor. Ambient will also delineate the ordinary high-water mark (OHWM) of the river to define the limits of regulatory jurisdiction. Data from field sample points will be collected in support of the wetland flagging. Wetland flagging locations will be documented using Trimble Geo7X GNSS handheld data collector, or equivalent. Photographs will be taken to document site conditions. Ambient will include the wetland documentation within the permit application. A separate report is not included in this scope.

Permitting (Ambient): It is assumed that the project can be authorized by USACE under some combination of Nationwide Permits. Work within the river will require an Article 15 protection of waters permit and Section 401 Water Quality Certification from the NYS Department of Environmental Conservation (NYSDEC). We assume that APA permits will not be required, and that mitigation will not be required. Ambient will prepare a Joint Application for Permit, including a draft copy of the Joint Application for Client review, one round of revisions, and submission to the agencies. Once submitted, Ambient will provide one round of responses to agency comments on the application.

Permitting Support (REP): REP will provide miscellaneous technical support to Ambient as required for preparation and submittal of permit applications, including calculating areas of impacts, quantities below ordinary high water, etc. After permit submittals, REP will provide miscellaneous technical support on as-needed basis. This task includes permitting support up to 40 hours (inclusive of support prior to submission). Requests, clarifications, studies, hydraulic analysis, meetings, or rebuttal following permit submittals to agencies in excess of 40 hours will be an additional fee. If necessary, REP can provide a fee estimate to complete additional services at that time.

Floodplain Permit Application (REP): REP will utilize the hydraulic modeling performed to complete a no-rise analysis for the project. The intent of the project is to design to meet no-rise requirements. REP will develop a report summarizing the analysis, no-rise certification, and completed application for a floodplain permit.

Deliverables: Joint Application, No-Rise Certification, Floodplain Permit Application

Task 1.5 Labor - \$14,850

Task 1.5 Subconsultants - \$12,000 (Ambient)



Task 1.6 – Bid Process and Selection of Construction Contractor

The Village or others shall prepare and distribute the bid invitation to construction contractors. REP will aid the Village with the following:

Bidding Assistance: Attend the pre-bid meeting, answer contractor questions (RFI's), issue addenda, if necessary, review prequalification's and aid in prequalifying contractors, aid in the bidding process, review bids and support contractor selection. Assumes REP attendance at pre-bid meeting virtually.

Deliverables: Addenda and RFI responses as necessary

Task 1.6 Labor - \$4,300

Task 1.7 – Project Signage

No work items by the REP team are included for this task.

Task 1.8 – Construction, Construction Management and Site Inspection

The Village or others will perform all required communication with the NYS DOS (progress reports / notifications, etc.)

Construction Site Visits: Site visits during construction by REP engineers to inspect work quality and conformance with design intent and specifications. REP staff to be on site during critical elements such as: Rock placement for in-river and riverside structures, concrete pours, etc. Assumes four site visits necessary during construction, with one REP staff member on-site for an average of three days each visit.

Construction Engineering Services: Design clarifications / revisions, review of contractor submittals, review of photo inspection/observation, aid in quantity/pay request approval, virtual attendance at pre-construction meeting, etc.

Deliverables: Written memos documenting site visit observations, any necessary modifications, required actions, etc.

Task 1.8 Labor - \$44,900

Task 1.8 Expenses - \$8,400



Task 1.9 – Completion of Project

The Village or others will prepare the final project report for DOS. REP will prepare the statement of completion and certified as-built plans, certified by a professional engineer. For development of the as-built plans, it is assumed that no post-construction survey will be conducted. The as-built plans will consist of the design plans, redlined with any deviations from the design during construction.

Deliverables: Completion statement certified by a licensed professional engineer. As-built plans certified by a licensed professional engineer.

Task 1.9 Labor - \$825

Task 2.1 – MWBE Reporting

No work items by the REP team are included for this task.

Task 2.2 – Project Status Reports

No work items by the REP team are included for this task.

Task 2.3 – Final Project Summary Report

No work items by the REP team are included for this task.

Total Fee - \$200,525

Name	REP				Geomatics	Ambient	Total Hrs	Total Fee
	Gary Lacy, PE	Mason Lacy, PE	Riley Gelatt, PE	Mike Harvey				
Role	Principal Engineer	Project Engineer	Project Engineer	River Designer	Surveying	Permitting		
Billing Rate	\$ 200.00	\$ 165.00	\$ 165.00	\$ 165.00				
Saranac Lake Whitewater Park								
Task 1.1	Consultant Selection							
Task 1.2	Draft Design							
Data Review and Collection		10	10				20	\$ 3,300
Bathymetric Survey and Base Mapping					\$ 20,000.00		-	\$ 20,000
Site Visit	30	30					60	\$ 10,950
30% Design Plans	10	30	30	20			90	\$ 15,200
Preliminary Quantity and Cost Estimate		5	5				10	\$ 1,650
Community Engagement and Meetings	5	5					10	\$ 1,825
TOTAL Task 1.2	45	80	45	20	\$ 20,000.00		190	\$ 52,825
Reimbursable Expenses							Expenses:	\$ 2,200
Task 1.3	Environmental Quality Review							
State Environmental Quality Review Act						\$ 8,000.00	-	\$ 8,000
SEQR Support		10	10				20	\$ 3,300
TOTAL Task 1.3	0	10	10	0		\$ 8,000.00	20	\$ 11,300
Task 1.4	Final Design and Construction Documents							
Hydraulic Modeling		40	30				70	\$ 11,550
60% Design	10	40	20	20			90	\$ 15,200
60% Quantity and Cost Estimate		5	5				10	\$ 1,650
Final Design	10	20	20	20			70	\$ 11,900
Technical specifications, bid documents	5	20	20	5			50	\$ 8,425
TOTAL Task 1.4	25	125	95	45			290	\$ 48,725
Reimbursable Expenses							Expenses:	\$ 100
Task 1.5	Permits							
Agency Resource & Mapping Review						\$ 1,750.00	-	\$ 1,750
Wetland & OHWM Delineation						\$ 6,500.00	-	\$ 6,500
Permitting						\$ 3,750.00	-	\$ 3,750
Permitting Support		20	20				40	\$ 6,600
Floodplain Permit Application		30	20				50	\$ 8,250
TOTAL Task 1.5	0	50	40	0		\$ 12,000.00	90	\$ 26,850
Task 1.6	Bid Process & Selection of Construction Contractor							
Bidding Assistance	5	10	10				25	\$ 4,300
TOTAL Task 1.6	5	10	10	0			25	\$ 4,300
Task 1.7	Project Signage							
Task 1.8	Construction Management & Site Inspections							
Construction Site Visits		100	50	50			200	\$ 33,000
Construction Engineering Services	10	20	20	20			70	\$ 11,900
TOTAL Task 1.8	10	120	70	70			270	\$ 44,900
Reimbursable Expenses							Expenses:	\$ 8,400
Task 1.9	Completion of Project							
Statement of Completion		5					5	\$ 825
TOTAL Task 1.9	0	5	0	0			5	\$ 825
Task 2.1	MWBE Reporting							
Task 2.2	Project Status Reports							
Task 2.3	Final Project Summary Report							
Total	85	385	260	135	\$ 20,000.00	\$ 20,000.00	890	\$ 189,825
							Total Expenses:	\$ 10,700
Note: The fees are estimated not to exceed. Each item will be billed at the hourly rates.								TOTAL PROJECT COSTS: \$ 200,525

ATTACHMENT C - WORK PLAN

Saranac Lake Whitewater Park

1. Project Description

The Village of Saranac Lake will advance Saranac Lake's Downtown Revitalization Initiative through the following project:

Saranac Lake Whitewater Park

Develop a whitewater park to bring new aquatic activities to downtown Saranac Lake and build on the Village's status as a recreation destination. The park will be located on property within and along the Saranac River near the Route 3/LaPan Bridge. Property along the Saranac River is owned by the Village, and other private entities.

2. Required Products

The Contractor must submit to the Department all required products, clearly labeled with the NYS Comptroller's contract number as indicated on the Face Page of this Contract and where applicable, the related task number from this Work Plan.

Unless otherwise specified in the Work Plan tasks, the Contractor shall submit products in the following formats:

- Draft products: one electronic copy of each product must be submitted in Adobe® Acrobat® Portable Document Format (PDF), created using 300 dpi scanning resolution and Microsoft Word, if applicable.
- Final products: one electronic copy of each product must be submitted in PDF, created using 300 dpi scanning resolution and Microsoft Word, if applicable. In addition, one paper copy of each final product (including reports, designs, maps, drawings, and plans) must be submitted.
- Electronic data for all Geographic Information System-based mapping products must be submitted in either ArcGIS format, or similar product acceptable to the Department, and comply with the requirements for Contract GIS Products. Formal metadata must be provided with all digital GIS data which includes, at minimum, a file summary/abstract, intended use, data, source data, and author information.
- Electronic data for all designs, drawings, and plans must be submitted in the original software that they were created (such as CAD format or other similar product acceptable to the Department), as well as in JPG format.
- Photographs and images must be submitted in JPG format with a minimum resolution of 300 dpi and must be dated and captioned with the location and a brief description of the activity being documented and include any associated metadata (including the photo's GPS location where available).

3. Compliance with Procurement Requirements

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with.

4. Project Tasks

Task 1.1 Consultant Selection and Compliance with Procurement Requirements

In consultation with the Department, the Contractor shall retain professional services through the locally approved procurement process per General Municipal Law. The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with.

For preparation/certification of final designs and construction documents, and for supervision of construction, a licensed professional engineer, architect or landscape architect licensed to practice in New York State is required.

The Contractor shall prepare the draft subcontract(s) to conduct project work with the selected consultant(s). The subcontract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of product completion, a payment schedule with payments tied to receipt of products, and project costs.

The Contractor shall submit the draft subcontract(s) to the Department for review of the subcontract work plan for alignment with the appropriate tasks of the work plan as set forth in this contract. The Contractor shall incorporate the Department's comments on the subcontract work plan, or scope of services, prior to execution of the final subcontract(s). The Contractor remains responsible for the legal sufficiency of the subcontract in accordance with the requirements in the Master Grant Contract and Attachment A-1.

Products: Consultant(s) selected and approved by the Department. Written certification of compliance with procurement procedures. Draft and final, executed consultant subcontracts.

Task 1.2 Draft Design

The Contractor shall prepare, or cause to be prepared, a draft design based upon the conceptual designs from the Downtown Revitalization Strategic Investment Plan. The draft design shall include all required maps, tables, data, written discussions, and other information as identified in the contract and subcontract work plans. The draft design shall be provided to the Department for review. Department comments must be addressed to the satisfaction of the Department in subsequent revisions of the final design.

Products: Draft design and supporting materials.

Task 1.3 Environmental Quality Review

The Contractor shall prepare, or cause to be prepared, all documents necessary to comply with the State Environmental Quality Review Act (SEQRA) through determination of significance. If a positive declaration is made, a Draft Environmental Impact Statement shall be prepared.

Products: SEQRA documents and, if necessary, a Draft Environmental Impact Statement.

Task 1.4 Final Design and Construction Documents

The Contractor shall prepare, or cause to be prepared, the final design and construction drawings, plans, specifications, and cost estimates. The final design and construction documents shall be provided to the Department for review. Final design and construction documents are subject to approval by the Department. These documents must be certified by a licensed professional engineer, architect, or landscape architect and the appropriate seal must be affixed to these documents.

Products: Final design and construction documents, certified by a licensed professional engineer, architect or landscape architect.

Task 1.5 Permits

The Contractor shall prepare, or cause to be prepared, the necessary permits or other approval applications and obtain the required permits or approvals. Prior to construction the Contractor or its consultant(s) shall also demonstrate that the project is in compliance with 6 NYCRR Part 502, "Floodplain Management Criteria for State Projects" by obtaining a floodplain development permit, if local regulations establish such requirements, or by submitting a signed certification, by an official authorized to enforce local floodplain management regulations, that the project complies with the requirements of the statute.

Products: Copies of all required permits and approvals shall be submitted to the Department upon receipt.

Task 1.6 Bid Process and Selection of Construction Subcontractor

After the final design and construction documents have been approved by the Department, the Contractor shall prepare and distribute, or cause to be prepared and distributed, a bid invitation to select a construction subcontractor or subcontractors. Prior to distributing the bid invitation, the Contractor or its consultant(s) shall submit the bid invitation to the Department for review and comment.

The Contractor shall select the construction subcontractor(s) from the bid respondents and shall prepare a draft contract or contract(s) to conduct the work with the selected construction subcontractor(s). The contract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule with payments tied to receipt of products/project milestones, and project costs. The Contractor must certify to the Department that applicable public bidding procedures of General Municipal Law were followed for the selection of all construction or other subcontractors.

The Contractor shall submit the draft subcontract(s) to the Department for review and approval and shall incorporate the Department's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to the Department.

Products: Executed construction subcontract(s). Written certification of procurement procedures.

Task 1.7 Project Signage

The Contractor shall install, or cause to be installed, a sign satisfactory to the Department identifying the State's funding of the project. The project sign shall remain in place for at least 60 days after completion of construction or initial occupancy, whichever duration is longer.

Products: Department-approved sign design, and photo-documentation that sign is installed in project area.

Task 1.8 Construction, Construction Management and Site Inspection

After receipt of all necessary permits, the Contractor or its construction subcontractor(s) may begin construction work according to the final design and construction documents – including any site remediation as necessary to remove contaminated soil. The Contractor shall provide, or cause to be provided, notification to the Department monthly (or more frequently) in writing of work progress, including any delays which have occurred. After 70% of the work is completed, the progress notification will include a punch list of any incomplete items and an estimated schedule for project completion.

The Contractor and/or the Department shall verify progress and completion of the work through periodic site inspections. The Contractor or its consultant(s) shall submit to the Department written summaries of progress including photo documentation and identification of problems to be addressed based on periodic site inspections.

Products: Written summary of periodic site visits including photo-documentation and identification of any problems that need to be addressed. Punch list and construction completion estimates.

Task 1.9 Completion of Project

Following satisfaction of punch list items, the Contractor shall submit, or cause to be submitted, a statement that the work has been completed in accordance with the contract and subcontract(s), the final design and construction specifications, and all permit requirements. The completion statement must be prepared and/or certified by a licensed professional engineer, architect or landscape architect. Unless otherwise specified during project kick-off meeting, the Contractor shall submit, or cause to be submitted, two sets of as-built plans, certified by a licensed professional engineer, architect or landscape architect. When the Contractor is satisfied work is complete, it shall submit a final project report to the Department, including a copy of the completion statement and a copy of the certified as-built plans and photo-documentation in the form of digital images of the site prior to, during and upon completion of work. The Contractor shall not submit a final payment request to the Department, until the Department concurs that the work is complete.

Products: Statement of completion, certified as-built plans, and final project report including photo-documentation.

Task 2.1 MWBE Reporting

In accordance with Attachment A-1, Part I, Section M, Paragraph 6, Contractor shall be required to use the New York State Contract System ("NYSCS") to record payments to subcontractors (including a breakdown of payments issued to state-certified MWBE firms) and otherwise report compliance with the provisions of

Article 15-A of the Executive Law and regulations in relation to funds used pursuant to this Agreement. Contractor shall be required to submit utilization plans in paper format until such time as submission is made available through the NYSCS and notification of such availability is provided to Contractor by the State. Upon such notification by the Department, Contractor shall submit required utilization plans through the NYSCS. So long as Contractor complies with the reporting requirements stated above in the manner directed by the Department, the requirement of Attachment A-1, Part I, Section M, Paragraph 6 for paper filing of Quarterly Reports shall be waived. Technical assistance for use of the NYSCS system can be obtained through the NYSCS website at <https://ny.newnycontracts.com> by clicking on the “Contact Us & Support” link.

In the event Contractor does not have the capacity to use the NYSCS in the manner required above, an exception may be granted by the Department of State upon Contractor’s written request and showing of good cause to allow for paper reporting. If such an exception is granted by the Department of State, paper reporting in a manner and form directed by the Department shall be required including but not limited to the submission of Quarterly MWBE Contractor Compliance Report (Form F) forms in accordance with Section M, Paragraph 6, of Attachment A-1.

Products: Ongoing reporting through NYSCS during the life of the contract.

Task 2.2 Project Status Reports

The Contractor shall submit, or cause to be submitted, semi-annual (every June 30 and December 31) project status reports on the form provided, including a description of the work accomplished, the status of all tasks in this work plan, schedule of completion of remaining tasks, and an explanation of any problems encountered.

Products: Completed project status reports submitted to DOS during the life of the contract.

Task 2.3 Final Project Summary Report

The Contractor or its consultant(s) shall work with the Department project manager to complete the Final Project Summary Report. Final payment shall not be authorized until this report has been completed and filed with project deliverables.

Products: Completed Final Project Summary Report submitted to DOS.

5. Project Responsibilities

The Contractor shall administer the grant, execute a contract with the Department, and ensure the completion of work in accordance with the approved Work Plan and budget.

The Contractor:

- will be responsible for conducting all project work in conformance with the Work Plan included in the executed contract with the Department.

- will be responsible for all project activities including drafting request for proposals and managing subcontracts with consultants and subconsultants.
- will certify to the Department that the procurement record for project consultants and subcontractors complies with the applicable provisions of General Municipal Law.
- will receive approval from the Department for any and all consultant subcontracts before beginning project work.
- will be responsible for submission of all products and payment requests.
- will be responsible for coordinating participation and soliciting comments from local government personnel, project volunteers, and the public.
- will keep the Department informed of all important meetings for the duration of this contract.
- will receive approval from the Department before purchase of any equipment.
- will secure all necessary permits and perform all required environmental reviews.
- will ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department to the project.
- will ensure that all products prepared as a part of this contract shall include the NYS Comptroller's contract number as indicated on the Face Page of this contract.
- will ensure the project objectives are being achieved.
- will ensure that comments received from the Department, or other advisory group, are satisfactorily responded to and reflected in subsequent work.
- will recognize that payments made to consultants or subcontractors covering work carried out or products produced prior to receiving approval from the Department will not be reimbursed unless and until the Department finds the work or products to be acceptable.
- will participate, if requested by the Department, in a training session or sessions focused on developing and implementing revitalization strategies. The purpose of the training session(s) is to build knowledge and provide support to community leaders to advance revitalization efforts and complete priority projects.

The Department:

- will review and approve or disapprove of subcontracts between the Contractor and consultant(s) and any other subcontractor(s).
- will participate in initial project kick-off meeting and subsequent meetings that are important to the project.
- will review all draft and final products and provide comments as necessary to meet the objectives.
- must approve or disapprove any and all design, site plan, and preconstruction documents before construction may begin.



Village of Saranac Lake

39 Main Street, Suite 9 Saranac Lake, NY 12983-2294

Phone: (518) 891 - 4150

Fax: (518) 891 - 1324

Web Site: www.saranaclakeny.gov

2023 Funding Requests

Organization	Amount Requested	Budget Provided	Approve or Deny
Green Side of the Big Apple, LLC	\$3,000	No	
Adirondack North Country Gender Alliance	\$1,000	No	
Can-am Rugby	\$10,000	No	
Adirondack Carousel	\$3,000	Yes	
US Biathlon	\$3,000	Yes	
NYSEF	\$2,000	Yes	
ArtWorks	\$1,000	Yes	

TOTAL AMOUNT REQUESTED **\$23,000**