



Village of Saranac Lake
Community Development Department
39 Main Street
Saranac Lake, NY 12983
Phone (518) 891-4150
Fax (518) 891-1324
www.saranaclakeny.gov

Request for Proposals for Planning Services to Update the Village of Saranac Lake’s Local Waterfront Revitalization Program

Issued by:
Village of Saranac Lake

Date Issued: July 13, 2021

Proposal Deadline: August 20, 2021

Table of Contents

Introduction	2
Project Description	2
Scope of Work	2
Roles of Consultant, Members of the Waterfront Advisory Committee, and Municipal Staff ..	10
Budget & Timeline	10
Evaluation Criteria	11
Proposal Format & Submission	12
RFP Timeline	14
Conditions Governing Responses	14
Conditions to Request for Proposal	15
Notification of Award	16
Inquiries	16
Attachments	16

Introduction

The Village of Saranac Lake is seeking proposals from qualified consultants to update the Village's Local Waterfront Revitalization Program (LWRP). The Village has issued a Request for Proposals (RFP) to identify firms with the interest, expertise and capacity to assist the Village with this project. From the list of qualified firms, the Village will select the firm that is best suited to assist the Village in accordance with the Village of Saranac Lake Procurement Policy. The LWRP will be updated with funding provided by the New York State Department of State (NYSDOS) under Title 11 of the Environmental Protection Fund. Grant funds to develop the LWRP will be matched by a combination of cash and in-kind services. This RFP is available on the Village of Saranac Lake website at www.saranaclakeny.gov.

Project Description

To guide appropriate development and investment, the Village of Saranac Lake will update their LWRP. The LWRP will express the Village's vision for its waterfront areas and outline a program for achieving that vision. The LWRP will promote public access to recreational opportunities, identify sustainable approaches to mitigate climate changes impacts, stimulate economic development, and plan connections to and between recreational amenities and downtown.

The project involves updates to the Village of Saranac Lake LWRP pursuant to the provisions of New York State Executive Law, Article 42, and 19NYCRR Parts 600-603. Completion of this project may integrate a harbor management plan (HMP) as set forth in 19 NYCRR Part 603.3 and further described in guidelines prepared by the Office of Planning and Development.

The Village of Saranac Lake is located on the Saranac River and has approximately 9 miles of shoreline. The primary waterfront issues to be addressed by the Village in the LWRP have been preliminarily identified as increasing and improving access to water resources; stimulating economic development in downtown Saranac Lake; protecting and enhancing natural resources; and improving pedestrian safety to and from waterfront areas. The Village's LWRP will identify potential projects and actions that will articulate a vision for their waterfront areas.

Previous planning efforts include the development of a [Local Waterfront Revitalization Program](#) (2004); [Bicycle and Pedestrian Trail Master Plan](#) (2013); [Park Vision Plan](#) (2018); and [Downtown Revitalization Initiative Strategic Investment Plan](#) (2019). Each of these documents can be a resource for many of the Tasks described below, specifically inventory analysis, identification of key waterfront issues, a waterfront vision and implementation strategy, including proposed projects.

Scope of Work

This scope of work for the project will follow the Work Plan outlined in the Memorandum of Understanding between the Village of Tupper Lake and Village of Saranac Lake (see Attachment A). This RFP is seeking professional services for completion of Tasks 6-18. The Tasks are summarized below. See Attachment A for a full description of each Task.

Task 6: Project Meeting

In consultation with the Department, the Contractor shall hold a second project meeting with the consultant(s) and include the Waterfront Advisory Committee to review project requirements, site conditions, and roles and responsibilities; identify waterfront and harbor management planning issues, new information needs and next steps; and transfer any information to the consultant(s) which would

assist in completion of the LWRP. A decision will be made by the Department following this meeting, as to whether development of a harbor management plan will be necessary as part of the LWRP. Project partners at this meeting will review the LWRP preparation process, including compliance with SEQRA, and identify SEQRA lead agency and involved agencies. The Contractor or its consultant(s) shall prepare and distribute a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Products: Project meeting held with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 7: Preparation of a Community Outreach Process and Plan

The Contractor or its consultant(s), the Waterfront Advisory Committee, and other partners as appropriate, shall prepare a method and process to encourage community participation in development and implementation of the LWRP. The outreach plan shall identify key individuals, organizations, and entities to be involved, and shall identify the visioning process and the roles and responsibilities in coordinating the entire outreach process, logistics, and the proposed schedule of public meetings. All public meetings will be advertised in the community through press releases, announcements, individual mailings, digital media, municipal website postings, and any other appropriate means. Meetings shall be scheduled in a manner that maximizes attendance and participation from all interested community members. The Contractor and/or its consultant(s) may utilize the Department's Office for New Americans and their Community Navigators to encourage participation from populations who are frequently underrepresented in this process, including immigrants, refugees, and minorities. A summary of each public outreach session will be made available in written form and through other appropriate means, such as website or social media.

The outreach plan shall be submitted to the Department for review and approval.

Product: Approved community outreach plan.

Task 8: Draft Section I – Waterfront Revitalization Area Boundary

The Contractor or its consultant(s) shall prepare a narrative description and map of the waterfront revitalization area which includes surface waters and underwater lands. The waterfront revitalization area should include those portions of the water body within the municipality, as well as adjacent upland which affects the water body through drainage, watershed, and any other factors. References to the Inventory and Analysis section justifying the inclusion of particular areas should be included in this section if beneficial for increased understanding. The narrative must be accompanied by a boundary map showing the proposed waterfront area, including the Harbor Management Plan boundary. For the New York State Coastal Boundary and other data that may be useful for preparing the LWRP boundary see the [Geographic Information Gateway](#).

Draft Section I shall be submitted to the Department for review and approval.

Products: Draft Section I - Waterfront Revitalization Area Boundary, including narrative and map(s).

Task 9: Draft Section II – Inventory and Analysis

The Contractor or its consultant(s) shall inventory, describe and map existing natural and built resources and conditions within the waterfront revitalization area including the harbor (which includes surface waters and underwater lands). For guidance see: [Local Waterfront Revitalization Programs in the Coastal](#)

[Area: Guidance Manual for Preparing Local Programs](#). In addition, this section must provide a thorough analysis of waterfront issues, opportunities, and constraints to economic development and resource protection needs. This section will provide an assessment of the vulnerable resources and potential risks associated with storms, flooding, and the effects of climate change. The inventory and analysis must be broad enough to ensure consideration of important waterfront resources, problems and opportunities and detailed enough to support development of a specific and realistic LWRP. This section should also incorporate the inventory and analysis of the relationship between waterside uses that have the potential for conflict, congestion or competition in support of the Harbor Management Plan.

Topics to be addressed, commensurate with the local conditions, include the following:

- Community profile, including location, population, and employment
- Overview of the waterfront area, including historical development
- Identification and assessment of existing land use, development, and economic strengths, weaknesses, and opportunities for ongoing economic revitalization
 - Land use and ownership patterns (public and private), including underwater lands
 - Abandoned, deteriorated, or underused sites and buildings
 - Agricultural lands
- Identification and assessment of existing water-dependent uses and related issues
 - Commercial, industrial, and recreational water-dependent uses (such as ferries, marinas, boat yards, transshipment facilities, swimming areas, vessel anchorage and mooring areas, commercial or recreational fishing or shell fishing areas and uses)
 - Port or small harbor development
- Identification and assessment of existing zoning districts such as how they relate to current land use
- Identification and assessment of existing and desired open spaces, public access sites, and recreation and tourism resources
- Identification and assessment of the condition of infrastructure
 - water supply, stormwater and sewage treatment, vessel waste facilities, solid waste disposal, transportation systems, energy production and transmission, shoreline stabilization infrastructure, such as bulkheads, docks and docking facilities and underwater infrastructure and structures, such as cables and pipelines
- Identification and assessment of federal, State and/or locally-designated historic and scenic resources
 - National Register sites and districts, Scenic Areas of Statewide Significance, locally designated resources, and archaeological resources such as shipwrecks and historic dry docks
- Identification and assessment of natural resources, topography, hydrology, and geology
 - NYS Significant Coastal Fish and Wildlife Habitat areas, locally important fish and wildlife habitats, wetlands, water courses, landscape features, steep slopes, minerals, State-designated Coastal Erosion Hazard Areas, federally identified flood-hazard areas, etc.
 - Asset inventory: natural resource assets and critical infrastructure and systems that have been, or will be, affected by flooding or other climate change hazards including storm surge and sea level rise
 - Identification of actions that reduce the capacity of natural protective features to reduce risk
 - Risk assessment: assessment of risks to key assets and systems - including impacts to wetlands, habitats and other natural resources; water supply, sewage treatment plants,

- and combined sewer overflows; electric utilities and transmission lines; dams, shoreline stabilization infrastructure and other in-water structures; transportation systems; critical facilities including police and fire stations; housing, health and social services assets; and other valuable community assets
 - Needs and Opportunities Assessment: determine short- and long-range needs and opportunities to enhance resilience to future storms
 - Identification and description of socially vulnerable populations, such as elderly, young, non- English speaking, low-income or unemployed.
- Identification and assessment of issues related to water quality and flooding
 - Point and non-point sources of pollution
 - Water quality classification
 - Impervious surface area, vegetated stream buffers, flood storage capacity and forested land cover
 - Existing infrastructure or actions that may cause adjacent or downstream flooding impacts
 - Ice management
- Assessment of issues related to navigation and dredging
- Air quality
- Summary of the existing authorities of federal, State, regional, and local agencies that have jurisdiction in the waterfront revitalization area. For example:
 - the National Oceanic and Atmospheric Administration, the U.S. Coast Guard, U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, and the Department of Interior;
 - the Canal Corporation, the State Departments of State, Environmental Conservation; Health and Transportation, and the Offices of General Services and Parks, Recreation, and Historic Preservation;
 - agencies of the city, town, or village, or a county if the county regulates activities in the waterfront revitalization area;
 - the local harbormaster, bay constables, code enforcement officer, building inspector, police department or sheriff's office.
- Summary of existing Plans, Projects and Initiatives that effect the waterfront area such as the municipal comprehensive plan, All-Hazard Mitigation Plans, watershed management plans, downtown revitalization plans, community resiliency plans.

Draft Section II shall be submitted to the Department for review and approval.

Products: Draft Section II - Inventory and Analysis with accompanying maps to depict the municipality's waterfront area resources, issues, and opportunities. Electronic data for all Geographic Information System-based mapping products submitted in either ArcGIS format, or similar product acceptable to the Department.

Task 10: First Public Information Meeting

Following completion of the initial drafts of Section I - Waterfront Revitalization Area Boundary and Section II - Inventory and Analysis, the Contractor or its consultant(s) shall conduct a public information meeting regarding the identified local waterfront issues and opportunities and solicit public input regarding the completeness and accuracy of Sections I and II.

Products: Public information meeting held. Minutes of the public meeting, including any presentations or handouts.

Task 11: Draft Section III – Local Waterfront Revitalization Program Policies

The Contractor or its consultant(s) shall review the State waterfront revitalization policies and refine the explanation of each applicable Policy to reflect local conditions and circumstances. Based on information provided in the Inventory and Analysis, the refined policy explanation will add specific local standards and proposed land and water uses for determining consistency with the policies. Based on the Inventory and Analysis, the Contractor or its consultant(s) shall also determine if additional policies are needed to address local conditions and needs, which will add specificity to the applicable State Policies. A full policy analysis shall be performed and matrix prepared to demonstrate how each policy shall be implemented to legally uphold the LWRP.

Draft Section III shall be submitted to the Department for review and approval.

Products: Draft Section III - Local Waterfront Revitalization Policies

Task 12: Draft Section IV – Proposed Land and Water Uses and Proposed Projects

The Contractor or its consultant(s) shall describe and map proposed long-term land and water uses within the waterfront area, and proposed projects necessary to implement the LWRP. The proposed land and water uses of the LWRP translate the Policies into a cohesive, physical plan for the waterfront area.

Proposed projects may include:

- Capital improvement or construction projects that are necessary to maintain or improve uses or conditions;
- Special studies, plans, design projects, or research necessary to advance or refine components of the LWRP;
- Education, outreach/training materials and programs;
- Projects to redevelop underused or deteriorated areas and sites;
- Projects to provide or improve public access;
- Projects to protect existing, or provide for new, water-dependent uses, such as marinas, boat yards, yacht clubs, port facilities, swimming beaches, or shell fishing;
- Projects to upgrade or relocate critical facilities so that essential community services are secure and/or out of hazardous areas;
- Projects to enhance or restore wetlands, habitats, or other natural protective features; and
- Projects to improve hazard impact prediction and assessment, and mitigation and adaptation planning, such as development of local or inter-municipal Geographic Information Systems.

Draft Section IV shall be submitted to the Department for review and approval.

Products: Draft Section IV - Proposed Land and Water Uses and Proposed Projects accepted by the Contractor and approved by the Department.

Task 13: Second Public Information Meeting

Following completion of the initial draft of Section IV - Proposed Land and Water Uses and Proposed Projects the Contractor or its consultant(s) shall conduct a public information meeting regarding the

identified local waterfront issues and opportunities and solicit public input regarding the completeness and accuracy of Section IV.

Products: Public information meeting held. Minutes of the public meeting, including any presentations or handouts.

Task 14: Draft Section V – Techniques for Local Implementation of the Program

The Contractor or its consultant(s) shall describe existing local laws and regulations, as well as any new or amended laws or regulations which are necessary to both improve community resilience and implement the policies, strategies, proposed uses, and projects set forth in the LWRP. Relevant local land use controls may include, but are not limited to the zoning code, subdivision review, site plan review, design standards, stormwater management and flood damage prevention. The Contractor or its consultant(s) shall draft such local laws and regulations as are necessary to implement the LWRP. Full drafts of new or amended (existing) laws and regulations, including a local consistency review law, should be attached as appendices to the LWRP. Local laws, regulations and procedures essential to the implementation of the policies and purposes of the LWRP must be in place at the time of approval of the program by the Secretary of State.

The Contractor or its consultant(s) shall also describe other public and private sector actions necessary to implement the LWRP, including actions by federal and state agencies necessary in order to fully implement and advance projects in the waterfront revitalization area. These actions may include approving anchorage and mooring areas prior to designation, designating vessel waste no-discharge zones, dredging or maintaining major navigation channels and basins, constructing or maintaining breakwaters, funding certain studies, or providing technical assistance.

The Contractor or its consultant(s) shall also describe a local management structure for reviewing proposed waterfront projects for consistency with the approved LWRP, and the financial resources required to implement the approved LWRP. Implementation of the LWRP will be a continuing responsibility of the municipality. In preparing its LWRP, the municipality needs to consider the costs of implementing the program and whether the funds needed are, or can be reasonably expected, to be available.

Draft Section V shall be submitted to the Department for review and approval.

Products: Draft Section V - Techniques for Local Implementation of the Program, and ALL drafts of any necessary amendments to existing laws or new local laws, including a local consistency review law.

Task 15: Draft Section VI Federal and State Actions and Programs Likely to Affect Implementation of the LWRP

The Department shall provide to the Contractor or its consultant(s) a generic list of federal and State agency actions and programs which are to be undertaken in a manner consistent with the LWRP. The Contractor or its consultant(s) shall describe specific federal and State actions necessary to further implementation of the LWRP (technical assistance, funding, procedural changes, etc.).

Draft Section VI shall be submitted to the Department for review and approval.

Products: Draft Section VI - Federal and State Actions and Programs Likely to Affect Implementation of the LWRP.

Task 16: Draft Section VII – Local Commitment and Consultation

Developing local support for the LWRP is the most critical factor determining the success of the program. The Contractor or its consultant(s) shall describe the public consultation efforts undertaken in the preparation of the LWRP, such as public hearings, public informational meetings, and/or meetings with governmental agencies. All activities undertaken to consult and obtain local support and commitment should be thoroughly documented. The Contractor or its consultant(s) shall also describe any local committees created to oversee preparation of the L WRP, as well as the role of other municipal agencies.

Draft Section VII shall be submitted to the Department for review and approval.

Products: Draft Section VII - Local Commitment and Consultation

Task 17: Determination of Significance and Compliance with SEQRA

A municipality's preparation and adoption of an LWRP involve compliance with SEQRA. The Contractor shall request designation as Lead Agency for purposes of SEQRA. The Lead Agency shall prepare, distribute and file a Full Environmental Assessment Form for purposes of evaluating the importance/significance of the impacts associated with preparing and adopting a LWRP. Upon completing the Full Environmental Assessment Form, the Lead Agency shall make a Determination of Significance in accordance with the SEQRA regulations. If the Determination of Significance results in a Positive Declaration, the Lead Agency shall prepare a Draft Generic Environmental Impact Statement for the Draft LWRP in accordance with State Environmental Quality Review Act (SEQRA) regulations and guidelines.

If the findings of the Determination of Significance are such that the LWRP will not have a significant adverse environmental impact, a Negative Declaration may be prepared and filed. If a Negative Declaration is prepared and filed, then a Draft Generic Environmental Impact Statement will not be necessary and no further actions are necessary under the SEQRA regulations. The Contractor or its consultant(s) shall determine whether a public hearing will be held on the Draft LWRP. Completed SEQRA documents shall be submitted to the Department for review and approval.

Products: Completed Full Environmental Assessment Form and associated SEQRA determination statements (Positive Declaration or Negative Declaration). If the Determination of Significance results in a Positive Declaration, the Lead Agency, with the assistance of the consultant, shall prepare a Draft Generic Environmental Impact Statement for the Draft L WRP in accordance with State Environmental Quality Review Act (SEQ RA) regulations and guidelines. If a Draft Generic Environmental Impact Statement is prepared, a public hearing shall be held and the hearing notes should be submitted to the Department.

Task 18: Complete Draft LWRP

The Contractor or its consultant(s) shall submit two (2) paper copies and an electronic copy (Word format with each map as an individual pdf, as well as a GIS shapefile of the L WRP boundary in a format compatible with the Department's Geographic Information Gateway) of the complete Draft LWRP document, with integrated harbor management, including a complete Draft Generic Environmental Impact Statement (if one is to be prepared) and new or amended (existing) laws and regulations, incorporating comments provided on each component section, to the Department for approval. If revisions to the complete Draft LWRP are needed, based on Department review, the Contractor or its consultant(s) shall make the required changes and resubmit the document to the Department for review.

All comments and requested revisions must be addressed to the satisfaction of the Department prior to advancing the document to 60-Day Review.

Following acceptance of the complete Draft LWRP document by the Department, the Contractor shall formally accept the Draft LWRP as complete and ready for public review and authorize its submission to the Department for review by potentially affected State, Federal, and local agencies - by resolution of the local municipal legislative body. The Contractor or its consultant(s) shall also provide one (1) hard copy and one electronic copy (formatted in either Corel WordPerfect or Microsoft Word) of the complete Draft LWRP document to the Department.

Upon receipt of the required number of copies of the Draft LWRP (/Draft Generic Environmental Impact Statement, if applicable), the Department shall initiate a 60-Day Review by State, Federal, and other local agencies concurrent with the SEQRA review (if applicable).

Products: (1) Draft LWRP acceptable to the Department; (2) GIS shapefile of the LWRP boundary in a format compatible with the Department's Geographic Information Gateway and (3) a resolution of the local municipal legislative body accepting the Draft LWRP as complete and ready to be submitted to DOS for review and initiation of the 60-Day review process.

Required Products

The Contractor must ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department to the project. All final and public facing materials must include the Department of State logo and the following acknowledgment:

"This [document, report, map, etc.] was prepared with funding provided by the New York State Department of State under Title 11 of the Environmental Protection Fund. "

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 by the Village, the consultant(s) shall submit products in the following formats:

Draft products: one digital 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 and associated spatial data 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, 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). All work produced for this project, preliminary and final, paper and electronic format shall be property of New York State and can be used by New York State agencies.

Roles of Consultant, Members of the Waterfront Advisory Committee, and Municipal Staff

The members of the Waterfront Advisory Committee (WAC), village staff and the Consultant will have to work together to ensure the best possible outcome of the LWRP project with the available budget.

The WAC will oversee and coordinate development of the LWRP under the direction of the Village Community Development Director who will be the point of contact between the Contractor and the WAC. The WAC members will have a variety of professional skillsets and strengths. WAC members include waterfront property owners, businesses, tourism promotion groups, academia and scientists. The Village recognizes that different Consultant teams may bring different strengths and skillsets to this project. The WAC will bring highly qualified professional donated labor available to this project. The ideal division of labor between the WAC and the Consultant will depend to some extent on the strengths of the Consultant chosen for the project.

The Contractor, in partnership with village staff, will establish a process and schedule for communicating/meeting with the WAC on a regular schedule for the duration of the project.

The responsibilities of the waterfront advisory committee generally include:

- Managing the planning process or advising municipal staff and consultants on the process
- Providing valuable input on waterfront issues and existing conditions
- Holding regular WAC meetings and targeted focus group meetings, design charrettes, visioning and action planning workshops, and public hearings
- Informing others in the community about the process and how they can be involved
- Reviewing reports, designs, and other documents
- Keeping elected officials and municipal officials informed about the planning process
- Working with municipal staff, consultants, State agency staff, and others to complete tasks relating to the development of the LWRP

Consultants will be encouraged to attend WAC meetings. Not all WAC meetings require attendance, though meetings with major updates would be prioritized. WAC meetings can be attended virtually. The Consultant should plan to attend at least two (2) in-person site visits to the Saranac Lake waterfront and surrounding lands, in addition to public engagement events. Village staff and WAC members are available to assist with public engagement events and will participate in site reconnaissance.

Budget & Timeline

The maximum budget for this project is \$100,000. Budgets shall be considered as not-to-exceed amounts.

The Village has access to audio/video presentation equipment and community spaces for hosting community meetings. The Consultant does not need to include these resources in the proposed budget. The Consultant should include a maximum \$1,500 budget for an adequate amount of poster-size printed materials or other types of community outreach expenses the Consultant might recommend.

It is anticipated that completion of the product associated with each task shall serve as the basis for payment. The consultant must submit a brief progress report with each invoice describing the progress on each task.

All Tasks listed in the Scope of Work must be completed by the end of the grant period which ends on March 31, 2023. The project timeline must allow enough time for DOS comment before the end of the grant period. Requirements for DOS review and approval are outlined in the Scope of Work.

Minority and Women-Owned Business Enterprise (MWBE) Utilization Goals

The Village shall actively solicit proposals for contracts and subcontracts from qualified State certified MWBEs which can be identified using the NYS Directory of Certified Firms (<https://ny.newnycontracts.com/>). The Village shall retain records of the procurement process including direct solicitation to MWBEs and the results thereof and maintain records of actions that its subcontractors have taken toward meeting MWBE contract participation goals.

Pursuant to NYS Executive Order 15-A and 5NYCRR Parts 142-144 for the purposes of this procurement, the NY DOS establishes an overall goal of (30%) for MWBE participation, with 15% Minority Business Enterprise Participation and 15% Women’s Business Enterprise Participation. (See directory of Certified Firms). For the purposes of meeting these participation goals please identify how the MWBE goal will be satisfied, or if a waiver will be requested.

Evaluation Criteria

Proposals will be will be evaluated by a committee of Village staff and project advisory committee members. The Village will award the contract to the Consultant deemed, in its sole discretion, to be able to perform in the Village’s best interests. Proposals will be evaluated and scored on the basis of the following criteria:

A. Experience and Qualifications of the Consultant

Consideration will be given to Consultants demonstrating strong capabilities, experience and reputation in undertakings similar to those described in this RFP. Proposal responses should demonstrate the following:

- Experience drafting or updating LWRP’s (preferably within the past 3 years).
- Ability to satisfy MWBE requirements.
- Familiarity with Saranac River waterfront issues and municipal planning within the Adirondack Park.
- Experience in planning with regard to the development, improvement and interconnection of the Village waterfront with the downtown district - downtown and waterfront revitalization planning.
- Experience in GIS, mapping and visuals/graphic design.
- Strong public engagement/facilitation skills.
- Ability to clearly synthesize information from a variety of sources.
- Successful project track record, including reputation among previous clients, success rate for staying within allotted time and budgets.

Please provide documentation and references for experiences and qualifications, preferably for projects within the North Country region and/or for municipalities of similar size.

B. Quality & Completeness of Proposal

Responses will be evaluated on completeness, responsiveness and clarity of the information requested as well as presentation of the proposal. The ability of the Consultant to clearly articulate their understanding of the needs of the Village and their capacity to address those needs will also be a factor in the selection process.

C. Scoring

Criteria	Score
Quality and completeness of the response	15 points
Understanding of the proposed scope of work; applicability of proposed alternative or enhancements to information requested	15 points
Cost-effectiveness of the proposal; ability to complete all project tasks within the allotted time and budget	15 points
Past performance on similar projects; reputation among previous clients	20 points
Qualifications and relevant experience with respect to the tasks to be performed	25 points
Ability to satisfy MWBE requirements	10 points
TOTAL	100 points

From the list of qualified firms, the Village will select the firm that is best suited to assist the Village in accordance with the Village of Saranac Lake Procurement Policy. Presentations may be required of qualified finalists. If required, presentations will be held at a time, date, and location chosen by the Village.

Proposals will be selected and judged based on the qualification and merit of the proposal. Total proposed cost will be used as a secondary consideration for firms that are ranked similarly.

The selection committee may conduct interviews of finalists and allow for in-person or video conference presentations.

Submission of responses by Minority and Women Owned Business Enterprises is strongly encouraged. The selection of the consultant shall be made without regard to race, color, sex, age, religion, national origin, or political affiliation.

The selected consultant shall comply with all applicable federal, state, and local laws and regulations in the performance of service.

Proposal Format & Submission

Responses to the RFP shall include the following components in sequential order:

1. An introductory Letter of Interest (3 pages max) – a short introduction and summary of the company/consultant and any subcontractors, including a single contact, telephone number, email address and a description of what disciplines are included within the firm/team. Outline the Consultant’s interest in the project with a description of the current workload, to demonstrate capability to undertake the work as required
2. Project Details and Schedule (15 pages max) – include a detailed work program explaining how the consultant proposes to perform the Scope of Work that includes:
 - a. A discussion of the firm’s approach to the overall project.
 - b. Each task to be completed and the firm’s approach to completing each task listed above

- c. A project timeline that includes, at a minimum, each task listed above. Estimated completion time should include time for review of product deliverables before the end of the grant period on March 30, 2023.
 - a. Proposed budget with:
 - i. Total project cost with a cost breakdown for each work task complete with proposed number of hours to complete each task, assigned staff member, and billing rates as well as reimbursable expenses.
 - ii. Not to exceed fee for services required to fulfill the deliverables described herein.
 3. Project Management/Communication (2 pages max) – proposed method of project management and proposed, best means of communication with the Village of Saranac Lake about project progress and review. A description of the proposed approach to the public engagement processes (including references to comparable public engagement processes that the firm/team has conducted) shall be provided.
 4. Qualifications and References (10 pages max) – provide a firm profile that will include the full business name, legal status (corporate, partnership or sole proprietor), number and type of employees, specialties, and longevity. Also include the following:
 - a. List of similar projects completed by firm and the specific personnel who worked on them and who are proposed to work on this project. If available, references should include all work on other Local Waterfront Revitalization Programs. Include one (1) reference for each respective project:
 - i. Current contact names and telephone numbers for references.
 - ii. Summary of project(s) including sample reports, maps or documents.
 - b. List of project team members. List any specialties and or strengths that make the Consultant and the personnel assigned to this project uniquely suited to perform the work outlined in this RFP.
 - i. Provide an organizational chart of the employees proposed to work on this project, including a Project Manager who would be the main point of contact.
 - ii. Resumes that include relevant project experience for each team member to be assigned to project.
 - iii. Identify how the MWBE goals of this project are proposed to be satisfied. Applicant shall submit a MWBE Utilization Plan provided as Attachment B to this RFP. If the applicant cannot meet the MWBE goals of this project, then a Request for Waiver, provided as Attachment C, shall be submitted along with the documentation of a good faith effort.

Submit **one (1) complete hard-copy of the proposal and one (1) electronic copy** in a universally, accessible digital format (i.e., flash drive or emailed as a pdf). All submissions become property of the Village of Saranac Lake and New York State Department of State upon submission.

Submission of *hard copies* may be hand delivered or mailed to:
Community Development Department
Village of Saranac Lake
39 Main Street, Suite 9
Saranac Lake, NY 12983

Electronic copy may be emailed to:
comdev@saranaclakeny.gov

RFP Timeline

RFP Released:	July 13, 2021
Deadline for questions:	July 30, 2021
Response to questions by:	August 6, 2021
Proposal Deadline:	August 20, 2021
Evaluation Window:	August 20, 2021 - September 30, 2021
Selection Deadline:	September 30, 2021
Anticipated Project Start:	October 12, 2021

The Village reserves the right to amend the timeline at its discretion.

Questions concerning responses to the RFP must be submitted by email to Jamie Konkoski, comdev@saranaclakeny.gov.

Answers to all questions will be posted on the Village webpage for [Doing Business with the Village](#).

Conditions Governing Responses

Only those proposals which contain complete information and are responsive to the RFP will be considered. The Village of Saranac Lake reserves the right to:

- Accept or reject any or all submissions associated with this work;
- Cancel the selection process or schedule at any time;
- Request qualified respondents to consider contracting for only certain elements of the project or to consider partnering with other qualified respondents;
- Require respondents to clarify aspects of their understanding of and approach to the project in person, by email or by telephone/video conference;
- Waive or modify minor irregularities in responses received;
- Negotiate with respondents to best serve the interests of the Village of Saranac Lake;
- Amend specifications after their release, with due notice given to all consultants to modify their proposals to reflect changed specifications;
- Award a contract for any or all parts of the project including award of specific project components to one or more qualified respondents;
- Reject any and all responses to this RFP and to seek new proposals when it is in the best interest of the Village to do so;
- Evaluate the proposals as to their veracity, substance and relevance to project and seek clarification or additional information from proposer and independent sources as it deems necessary to evaluation of the response, including evidence of the Proposer's financial status;
- Incorporate this RFP and the selected Proposer's response to this RFP as a part of any formal agreement between the Village and the Proposer.

Conditions to Request for Proposal

a. MBE/WBE Requirements

Attention of bidders is particularly called to the requirements as to prevailing wage rates to be paid under the contract, Equal Employment Opportunity, Minority and Woman-Owned Enterprises (MWBE) participation, and all other federal, New York State and local requirements.

The Village of Saranac Lake is an Equal Employment Opportunity employer. This project is funded with a grant provided by the NYS Department of State under Title 11 of the 13 Environmental Protection Fund, which has established Minority and Women Owned Business Enterprise goals of 30% for use of grant funds (15%MBE, 15%WBE.)

b. Insurance Requirements

Proof of General Liability Insurance, Automobile Liability, Worker's Compensation and NYS Disability Insurance will be required from the consultant prior to commencing any work. Liability insurance coverage shall be in the amount of \$2,000,000 aggregate (combined single limit or equivalent), with the Village of Saranac Lake named as additional insured.

c. Modifications to the RFP

Any material clarifications or modifications to the RFP or the selection process will be made in writing and provided to all persons who submit proposals ("proposer"). It is the responsibility of the proposer teams, before submitting a response to the RFP, to ascertain if the Village has issued any notices, clarifications, addenda, or other communications to proposers. Oral explanations or instructions from Village staff, officials or consultants shall not be considered binding on the Village.

d. Public Information

All documents, conversations, correspondence, etc. between the Village and Proposers are public information subject to the laws and regulations concerning disclosure that govern the New York State municipalities, unless specifically identified otherwise.

Additional Considerations

- The Village is not responsible for responses that are not received or that do not arrive by the submission deadline.
- Expenses incurred in the preparation of responses shall be borne by the respondent(s) with the express understanding that the respondent(s) may not apply to the Village for reimbursement for these expenses.
- By submitting a response, the respondent agrees that it will not make any claim for or have any right to damages because of any lack of information or misinterpretation of the information provided in the response.
- If respondent provides material(s) of a confidential nature for disclosure to third parties, the respondent should clearly indicate the specific material(s) it considers confidential. Subject to the provisions of FOIL and any other applicable laws, the Village of Saranac Lake may agree to maintain confidentiality of such material(s) if requested. The Village of Saranac Lake assumes no responsibility for any loss or damage resulting out of any determination requiring disclosure of information pursuant to FOIL.
- The Village of Saranac Lake is not liable for any costs incurred by any individual or firm for work performed to prepare its response or for any travel and or other expenses incurred in the preparation and/or submission of its response or participation in subsequent interviews or

presentations. Further, the Village of Saranac Lake is not liable for any costs incurred prior to approval of the contract.

- The New York State Department of State must approve all consultants and sub-contractors. The consultant must comply with all provisions in the MOU between the Village of Tupper Lake and the Village of Saranac Lake (see Attachment A), including all appendices and including MWBE requirements (30%). The consultant must also comply with all provisions in the Contract between NYS DOS and the Village of Tupper Lake (#C1001353). A copy of the contract is available upon request.

Notification of Award

The successful respondent will be notified by phone, followed by written confirmation. For those proposals that are not accepted, respondents will be notified in writing, via email. The Village of Saranac Lake will authorize the award of a contract to the successful respondent. In the event a contract cannot be finalized within 30 days of the award, the Village of Saranac Lake reserves the right to enter into negotiations with another respondent.

Inquiries

All inquiries should be directed to:

Jamie Konkoski

Village of Saranac Lake

39 Main Street, Suite 9

Saranac Lake, NY 12983

(518) 891-4150

comdev@saranaclakeny.gov

Attachments

A – Village of Tupper Lake and Village of Saranac Lake Memorandum of Understanding

B – MWBE Utilization Plan (Form D)

C – Request for Waiver (Form E)

ATTACHMENT A

DOS Local Waterfront Revitalization Program C1001353 Village of Saranac Lake Component

Village of Tupper Lake and Village of Saranac Lake Memorandum of Understanding

WHEREAS, in December 2018, a 2018 EPF Local Waterfront Revitalization Program grant was awarded to the Village of Tupper Lake by the NYS Department of State to advance Franklin County LWRP preparation and implementation efforts in Tupper Lake, Saranac Lake and Malone, and

WHEREAS, a Memorandum of Understanding is necessary to affirm the intention of the Village of Saranac Lake to participate in implementation of this effort and to detail the policies and procedures that will be followed in implementation and administration of these projects,

NOW, THEREFORE, in consideration of the foregoing, the Village of Saranac Lake and the Village of Tupper Lake agree as follows:

1. The Village of Saranac Lake hereby affirms its intention to work with the Village of Tupper Lake and the Department of State to advance implementation of project work plan detailed in Appendix A.
2. The Village of Saranac Lake acknowledges that this project is a collaborative effort between the Village of Tupper Lake, the Village of Saranac Lake, the Department of State, and any consultant(s) retained by the Village of Saranac Lake, with prior approval of the Department of State, to complete the project. Initial submittals of all deliverables should be considered as draft product, to be reviewed by the Department of State. Edits and changes requested by the Department of State are to be incorporated in the final product, as required by the Village of Tupper Lake's grant contract with DOS.
3. It is expressly the responsibility of the Village of Saranac Lake to provide local project management and to coordinate all consultant subcontracts, work program implementation,

and deliverable review with the Village of Tupper Lake and Department of State.

Reimbursement is contingent upon compliance with DOS grant project requirements.

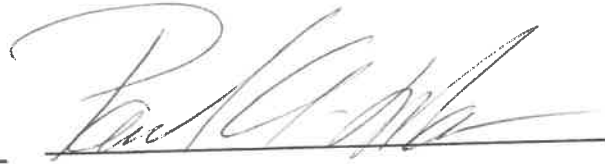
4. The Village of Saranac Lake will submit the following to the Department of State and Village of Tupper Lake:
 - i. Digital files of all draft deliverables by email, or on disc if files are too large to email;
 - ii. One paper copy of all final written reports and supporting graphics, final design documents, and other printed materials;
 - iii. Print-ready, original final written documents;
 - iv. Digital copies of original documents in Microsoft Word or other original software. This includes digital files of any maps, plans or designs produced during the project, which must be conveyed in original design software format.
5. Upon completion of this project or termination of this agreement, all finished and unfinished materials, in their original format, including any maps, plans or designs prepared by the consultant under this agreement shall become the property of the Village of Saranac Lake and the Department of State and shall be conveyed in their original software in digital form.
6. The Village of Saranac Lake will provide a quarterly written report on progress on work program tasks, deliverables, and documentation of all expenditures and matching contributions, in format acceptable for Department of State reimbursement, to the Village of Tupper Lake for inclusion in a status update to the Department of State.
7. The Village of Saranac Lake has arranged to utilize internal reserves or external financing to fund project expenses until reimbursement is secured from the Department of State. Upon notification by DOS that the overall grant project has met MWBE goals or secured any required waiver, and upon reimbursement from the Department of State, Clinton County will reimburse the Village of Saranac Lake for paid invoice amounts within 45 days of receipt of reimbursement from DOS.

8. The terms of this agreement shall commence once this MOU is executed by both parties.
This agreement shall terminate at the time that the work program tasks undertaken under this agreement have been completed or the grant contract between the Village of Tupper Lake and DOS has expired and reimbursement has been received by the Village of Saranac Lake.
9. The Village of Saranac Lake will indemnify, defend, and hold the Village of Tupper Lake and DOS, its trustees, directors, officers, employees, and independent contractors harmless from and against any and all liabilities, damages, injuries, claims, suits, judgments, causes of action and expenses (including reasonable attorney's fees, court costs and out of pocket expenses) suffered or incurred by any of the Indemnitees as a result of any act or omission of the indemnifying party or any of its employees, independent contractors or agents which is negligent or which constitutes willful misconduct, or which breaches any provision of this agreement, or which infringes upon any third-party proprietary rights. This provision will survive any termination or expiration of this agreement.
10. The parties agree to not assign their respective rights or interests under this agreement without the express consent of the other party.
11. The Village of Saranac Lake and the Village of Tupper Lake hereby agree to comply with all applicable terms and conditions contained in the Agreement between the Village of Tupper Lake and Department of State (#C1001353), which is appended to this agreement. In the event of a conflict between this agreement and the State assistance agreement, the terms of the State assistance agreement shall control.
12. The Village of Saranac Lake hereby agrees to comply with the requirements detailed in Appendices A-G.
13. This agreement shall not be altered, amended or changed except by similar written agreement executed by the parties through their authorized officers.

IN WITNESS WHEREOF, this Intermunicipal Agreement has been executed by the duly authorized officer of the respective parties.



Clyde Rabideau
Mayor, Village of Saranac Lake



Paul A. Maroun
Mayor, Village of Tupper Lake

Date: 1-27-21

Date: 2/8/2021

Appendix A – Project Overview

Component 2: Village of Saranac Lake Update and Implementation

To guide appropriate waterfront development and investment, the Village of Saranac Lake will update its LWRP. To implementing their LWRP while advancing community goals for improving public access and supporting tourism the Village of Saranac Lake will install improvements to Village Parks.

The Village of Saranac Lake is located on the Saranac River and has approximately 9 miles of shoreline. The primary waterfront issues to be addressed by the Village in the LWRP have been preliminarily identified as increasing and improving access to water resources; stimulating economic development in downtown Saranac Lake, protecting and enhancing natural resources, and improving pedestrian safety to and from waterfront areas.

Budget:

\$138,000 in contractual services for updating the Village of Saranac Lake Local Waterfront Revitalization Program and for construction of improvements to Village parks

State Funds: \$100,000

Matching Funds: \$38,000

Project Contact

Please fill in name

Email

Phone Number

Chief Elected Officer

Mayor

Email

Phone Number

Municipal Office Address:

DOS Design and Construction Project Guidance

- All funds must be expended by the DOS grant contract deadline.
- A licensed professional engineer or landscape architect must prepare all designs and construction documents, supervise construction and certify completion of construction as per final design.
- All documents and plans prepared using this funding must include the required DOS attribution and logo.
- All draft plans and documents prepared to guide construction by contractors or by local in-kind forces must be submitted to DOS for review and approval.
- As built plans of all constructed improvements must be submitted to DOS.
- A standard DOS sign must be installed at the construction site.
- Photos documenting existing/previous conditions, construction progress, and completion of construction for all construction projects must be submitted to DOS.
 - The contributions of the Department of State must be acknowledged in community press releases and other notices issued for the project, including web site postings and other forms of digital distribution.
 - Project press releases and other notices shall be submitted to the Department for review and approval prior to release, to ensure appropriate attribution.”
 - The Village of Saranac Lake will provide appropriate prior notification of meetings and keep the Department of State informed of important meetings for the duration of this contract.
 - All products must include the DOS attribution (below) and logo.

“This project was prepared for the New York State Department of State with funds provided under Title 11 of the Environmental Protection Fund.”

Checklist of Items to be Provided by the Village of Saranac Lake:

- Procurement certification for all contractors
- Proof of contractor's completed Vendor Questionnaire
- Updated Form D – MWBE Utilization Plan
- Proof of insurance
- Photos of installed DOS LWRP EPF sign
- Photos of construction progress and completion
- Site inspection reports
- Certification of construction
- As built plans pdf with DOS logo and EPF attribution
- Letter of request to the Village of Tupper Lake for submittal of expenditures in payment request

From the Village's consultant:

- Insurance Coverage:
 - Proof of Workers' Compensation Coverage (Form C-105.2, U-26.3, SI-12, GSI-105.2 or CE-200)
 - Proof of Disability Coverage (Form DB-120.1, DB-155, or CE-200) or Exemption from WC/D (Form CE-200).
 - Accord form for remaining coverage required by MOU
 - Insurance as detailed in Appendix
- Vendor ID #
- Completion of Vendor Responsibility Questionnaire (if contract exceeds \$100,000)
<https://www.osc.state.ny.us/vendrep/>
- Federal Tax ID #
- Invoices
- Certified payrolls

Invoicing Guidelines for Village of Saranac Lake Consultants:

- Address invoices to Village of Saranac Lake Chief Elected Officer
- Project name in subject line, along with grant contract number and component number (C1001353, Component #2 – Village of Saranac LWRP Update)
- Invoice number specific to project billing, not internal company invoicing reference (i.e., Saranac Lake Invoice #1 rather than 100-3-1)
- Include invoice date and specific dates of service being billed (start and end dates)
- Include total amount being billed
- Include full name and address of contractor
- If applicable, include MWBE Certification Number
- Detail specific accomplishments for billing period for each task billed in spreadsheet
- If the contractor is utilizing a subcontractor(s), please attach subcontractor invoice(s), prepared utilizing the format above.
- The amount paid by the contractor to any subcontractor should be included in the total amount billed in the cover letter.

Appendix B – Work Plan

Please see the following pages excerpted from TupperLake's contract with DOS.

ATTACHMENT C - WORK PLAN

Local Waterfront Revitalization Program Development and Revitalization Advancement

1. Project Description

To guide appropriate waterfront development and investment, the Village and Town of Tupper Lake will build upon previously prepared Local Waterfront Revitalization Program (LWRP) components to develop a joint LWRP, and the Village of Saranac Lake will update their LWRP. To implement their LWRPs while advancing community goals of improving public access and supporting tourism, the Village of Tupper Lake will design and construct improvements to municipal waterfront parks and a gateway at Mill Street to link the waterfront parks to the Downtown, and the Village of Saranac Lake will install improvements to Village parks.

The Village of Malone will implement their LWRP goal of supporting downtown economic development by preparing a Downtown Physical Enhancements Plan. The Plan will outline specific changes that could be made to uplift and beautify Malone's Main Street, while showing investment by the community that will in turn give private businesses and building owners the confidence to make their own investments. This plan will include recommendations for improvements such as benches and lighting, street trees and landscaping, sidewalks and street crossings, trash receptacles and signage, and other physical improvements to the streetscape in the Village core. The Village will implement their LWRP and the Physical Enhancement Plan by installing downtown streetscape enhancements and installing improvements at Malone Recreational Park.

This project involves the preparation of a Local Waterfront Revitalization Program (LWRP) for the Village and Town of Tupper Lake and updates to the Village of Saranac Lake LWRP pursuant to the provisions of New York State Executive Law, Article 42, and 19NYCRR Parts 600-603. Completion of this project may integrate preparation of a harbor management plan (HMP) as set forth in 19 NYCRR Part 603.3 and further described in guidelines prepared by the Office of Planning and Development.

The Village and Town of Tupper Lake are located on the Raquette River, Simon Pond, Raquette Pond, Tupper Lake and Little Wolf Pond and have approximately 14 miles of shoreline. The primary waterfront issues to be addressed by the Village in the LWRP have been preliminarily identified as capitalizing on natural waterfront assets to develop quality waterfront sites; revitalizing downtowns including the historic commercial district; and enhancing community appeal through streetscape and waterfront improvements.

The Village of Saranac Lake is located on the Saranac River and has approximately 9 miles of shoreline. The primary waterfront issues to be addressed by the Village in the LWRP have been preliminarily identified as increasing and improving access to water resources; stimulating economic development in downtown Saranac Lake, protecting and enhancing natural resources, and improving pedestrian safety to and from waterfront areas.

The Village of Malone is located on the Salmon River and has approximately 17 miles of shoreline. The issues to be addressed by the Village in the Downtown Physical Enhancements Plan include revitalizing downtown through physical and visual connections to the Salmon River, supporting downtown redevelopment, and improving recreational facilities.

2. Project Attribution and Number of Copies

The Contractor must ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department to the project. All final and public facing materials must include the Department of State logo and the following acknowledgment:

"This [document, report, map, etc.] was prepared with funding provided by the New York State Department of State under Title 11 of the Environmental Protection Fund."

The contributions of the Department must also be acknowledged in community press releases and other notices issued for the project, including web site postings and other forms of digital distribution. Project press releases and other notices shall be submitted to the Department for review and approval prior to release, to ensure appropriate attribution.

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 digital 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 and associated spatial data 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, 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 Components

~~**Component 1: Village and Town of Tupper Lake LWRP Preparation and Implementation**~~
And

Component 2: Village of Saranac Lake LWRP Update and Implementation

Tasks #1 - 28 apply both the Village and Town of Tupper Lake, and the Village of Saranac Lake, so these tasks should be followed by both communities for preparation of the LWRP or LWRP Update and for their implementation projects, as applicable. DOS staff will work with the communities on how a Harbor Management Plan (HMP) will be addressed in each LWRP.

Task 1: Project Initiation Meeting

The Contractor, the Department, and any partners responsible for managing the project, shall hold an initial meeting to review and agree upon the project scope and schedule, project requirements, roles and responsibilities, the selection process for procuring consultants, State Environmental Quality Review Act

(SEQRA) compliance requirements, MWBE requirements, ADA requirements, the number of public meetings and techniques for public involvement proposed for the project, and any other information which would assist in project completion. In addition, the composition of a project advisory committee shall be discussed during the project initiation meeting. The Contractor, or a designated project partner, shall prepare and distribute to all project partners a brief meeting summary clearly indicating the agreements reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Information on preparing a Local Waterfront Revitalization Program is contained in the Department's guidebooks, "Local Waterfront Revitalization Programs in the Coastal Area: Guidance Manual for Preparing Local Programs" found at: <https://www.dos.ny.gov/opd/programs/pdfs/LWRPPreparationGuidanceMarch2019.pdf> and "Making the Most of Your Waterfront: Enhancing Waterfronts to Revitalize Communities" found at: https://www.dos.ny.gov/opd/programs/pdfs/Guidebooks/lwrp/LWRP_guidebook.pdf

Products: Project initiation meeting held with appropriate parties. Written meeting summary outlining agreements reached.

Task 2: Waterfront Advisory Committee

The Contractor shall establish a Waterfront Advisory Committee to oversee all aspects of the project in cooperation with municipal officials and the project consultant(s), if applicable. The committee shall be representative of project stakeholders, including representatives of State, county, and municipal agencies with jurisdiction over project activities or the project area, and non-governmental and community-based organizations. A draft list of proposed members shall be circulated to the Department for review and approval prior to establishment of the committee.

Products: Draft and final list of proposed members of project advisory committee. Project advisory committee established.

Task 3: Procurement of Consultant

The Contractor shall draft a Request for Proposals (RFP) or similar instrument, including a complete project description with site conditions, expected final results, a schedule for completion, MWBE requirements, and criteria for selecting a preferred proposal. The Contractor shall submit the RFP or similar instrument to the Department for review and approval prior to release for solicitation of proposals.

Consultant services requested shall include all applicable tasks, activities and responsibilities outlined in the "Project Components" section of this work program.

Products: Approved RFP or similar instrument released through advertisement in local papers, the New York State Contract Reporter, or other appropriate means.

Task 4: Consultant Selection and Compliance with Local Procurement Requirements

In consultation with the Department, the Contractor and an appropriate review committee shall review all proposals received as a result of the RFP. At a minimum, the following criteria are suggested for use in evaluating consultant responses:

- Quality and completeness of the response.

- Understanding of the proposed scope of work.
- Applicability of proposed alternatives or enhancements to information requested.
- Cost-effectiveness of the proposal.
- Qualifications and relevant experience with respect to the tasks to be performed.
- Reputation among previous clients.
- Ability to complete all project tasks within the allotted time and budget.
- Ability to satisfy MWBE requirements.

Incomplete proposals that do not address all of the requested components should not be accepted for review and consideration.

NYS Department of State requires a licensed professional engineer, architect or landscape architect licensed to practice in New York State for preparation and certification of final designs and construction documents, and for supervision of construction.

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

The Contractor's procurement record and consultant selection are subject to approval by the Department.

Products: Consultant(s) selected and approved by the Department. Written certification of compliance with procurement procedures.

Task 5: Subcontract Preparation and Execution

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 subcontract(s) shall specify the composition of the entire consultant team, including firm name and area of responsibility, firm expertise, and those professionals from the consultant team or consulting firm that will be directly involved in specific project tasks including how the identified MWBE goals will be satisfied. 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 Attachment C of 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: Draft and final, executed consultant subcontracts.

Task 6: Second Project Meeting

In consultation with the Department, the Contractor shall hold a second project meeting with the consultant(s) and include the Waterfront Advisory Committee to review project requirements, site conditions, and roles and responsibilities; identify waterfront and harbor management planning issues, new information needs and next steps; and transfer any information to the consultant(s) which would assist in completion of the LWRP. A decision will be made by the Department following this meeting, as to whether development of a harbor management plan will be necessary as part of the LWRP. Project partners at this

meeting will review the LWRP preparation process, including compliance with SEQRA, and identify SEQRA lead agency and involved agencies. The Contractor or its consultant(s) shall prepare and distribute a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Products: Project meeting held with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 7: Preparation of a Community Outreach Process and Plan

The Contractor or its consultant(s), the Waterfront Advisory Committee, and other partners as appropriate, shall prepare a method and process to encourage community participation in development and implementation of the LWRP. The outreach plan shall identify key individuals, organizations, and entities to be involved, and shall identify the visioning process and the roles and responsibilities in coordinating the entire outreach process, logistics, and the proposed schedule of public meetings. All public meetings will be advertised in the community through press releases, announcements, individual mailings, digital media, municipal website postings, and any other appropriate means. Meetings shall be scheduled in a manner that maximizes attendance and participation from all interested community members. The Contractor and/or its consultant(s) may utilize the Department's Office for New Americans and their Community Navigators to encourage participation from populations who are frequently underrepresented in this process, including immigrants, refugees, and minorities. A summary of each public outreach session will be made available in written form and through other appropriate means, such as website or social media.

The outreach plan shall be submitted to the Department for review and approval.

Product: Approved community outreach plan.

Task 8: Draft Section I - Waterfront Revitalization Area Boundary

The Contractor or its consultant(s) shall prepare a narrative description and map of the waterfront revitalization area which includes surface waters and underwater lands. The waterfront revitalization area should include those portions of the water body within the municipality, as well as adjacent upland which affects the water body through drainage, viewshed, and any other factors. References to the Inventory and Analysis section justifying the inclusion of particular areas should be included in this section if beneficial for increased understanding. The narrative must be accompanied by a boundary map showing the proposed waterfront area, including the Harbor Management Plan boundary. For the New York State Coastal Boundary and other data that may be useful for preparing the LWRP boundary see the Geographic Information Gateway at: <http://opdgig.dos.ny.gov/#/map>

Draft Section I shall be submitted to the Department for review and approval.

Products: Draft Section I - Waterfront Revitalization Area Boundary, including narrative and map(s).

Task 9: Draft Section II - Inventory and Analysis

The Contractor or its consultant(s) shall inventory, describe and map existing natural and built resources and conditions within the waterfront revitalization area including the harbor (which includes surface waters and underwater lands). For guidance see: "Local Waterfront Revitalization Programs in the Coastal Area: Guidance Manual for Preparing Local Programs" found at:

<https://www.dos.ny.gov/opd/programs/pdfs/LWRPPreparationGuidanceMarch2019.pdf> In addition, this section must provide a thorough analysis of waterfront issues, opportunities, and constraints to economic development and resource protection needs. This section will provide an assessment of the vulnerable resources and potential risks associated with storms, flooding, and the effects of climate change. The inventory and analysis must be broad enough to ensure consideration of important waterfront resources, problems and opportunities and detailed enough to support development of a specific and realistic LWRP. This section should also incorporate the inventory and analysis of the relationship between waterside uses that have the potential for conflict, congestion or competition in support of the Harbor Management Plan.

Topics to be addressed, commensurate with the local conditions, include the following:

- Community profile, including location, population, and employment
- Overview of the waterfront area, including historical development
- Identification and assessment of existing land use, development, and economic strengths, weaknesses, and opportunities for ongoing economic revitalization
 - Land use and ownership patterns (public and private), including underwater lands
 - Abandoned, deteriorated, or underused sites and buildings
 - Agricultural lands
- Identification and assessment of existing water-dependent uses and related issues
 - Commercial, industrial, and recreational water-dependent uses (such as ferries, marinas, boat yards, transshipment facilities, swimming areas, vessel anchorage and mooring areas, commercial or recreational fishing or shellfishing areas and uses)
 - Port or small harbor development
- Identification and assessment of existing zoning districts such as how they relate to current land use
- Identification and assessment of existing and desired open spaces, public access sites, and recreation and tourism resources
- Identification and assessment of the condition of infrastructure
 - water supply, stormwater and sewage treatment, vessel waste facilities, solid waste disposal, transportation systems, energy production and transmission, shoreline stabilization infrastructure, such as bulkheads, docks and docking facilities and underwater infrastructure and structures, such as cables and pipelines
- Identification and assessment of federal, State and/or locally-designated historic and scenic resources
 - National Register sites and districts, Scenic Areas of Statewide Significance, locally designated resources, and archaeological resources such as shipwrecks and historic dry docks
- Identification and assessment of natural resources, topography, hydrology, and geology
 - NYS Significant Coastal Fish and Wildlife Habitat areas, locally important fish and wildlife habitats, wetlands, water courses, landscape features, steep slopes, minerals, State-designated Coastal Erosion Hazard Areas, federally identified flood-hazard areas, etc.
 - Asset inventory: natural resource assets and critical infrastructure and systems that have been, or will be, affected by flooding or other climate change hazards including storm surge and sea level rise
 - Identification of actions that reduce the capacity of natural protective features to reduce risk
 - Risk assessment: assessment of risks to key assets and systems - including impacts to wetlands, habitats and other natural resources; water supply, sewage treatment plants, and combined sewer overflows; electric utilities and transmission lines; dams, shoreline stabilization infrastructure and other in-water structures; transportation systems; critical facilities including police and fire stations; housing, health and social services assets; and other valuable community assets
 - Needs and Opportunities Assessment: determine short- and long-range needs and opportunities to enhance resilience to future storms

- Identification and description of socially vulnerable populations, such as elderly, young, non-English speaking, low-income or unemployed.
- Identification and assessment of issues related to water quality and flooding
 - Point and non-point sources of pollution
 - Water quality classification
 - Impervious surface area, vegetated stream buffers, flood storage capacity and forested land cover
 - Existing infrastructure or actions that may cause adjacent or downstream flooding impacts
 - Ice management
- Assessment of issues related to navigation and dredging
- Air quality
- Summary of the existing authorities of federal, State, regional, and local agencies that have jurisdiction in the waterfront revitalization area. For example:
 - the National Oceanic and Atmospheric Administration, the U.S. Coast Guard, U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, and the Department of Interior;
 - the Canal Corporation, the State Departments of State, Environmental Conservation, Health and Transportation, and the Offices of General Services and Parks, Recreation, and Historic Preservation;
 - agencies of the city, town, or village, or a county if the county regulates activities in the waterfront revitalization area;
 - the local harbor master, bay constables, code enforcement officer, building inspector, police department or sheriff's office.
- Summary of existing Plans, Projects and Initiatives that effect the waterfront area such as the municipal comprehensive plan, All-Hazard Mitigation Plans, watershed management plans, downtown revitalization plans, community resiliency plans.

Draft Section II shall be submitted to the Department for review and approval.

Products: Draft Section II - Inventory and Analysis with accompanying maps to depict the municipality's waterfront area resources, issues, and opportunities. Electronic data for all Geographic Information System-based mapping products submitted in either ArcGIS format, or similar product acceptable to the Department.

Task 10: First Public Information Meeting

Following completion of the initial drafts of Section I - Waterfront Revitalization Area Boundary and Section II - Inventory and Analysis, the Contractor or its consultant(s) shall conduct a public information meeting regarding the identified local waterfront issues and opportunities and solicit public input regarding the completeness and accuracy of Sections I and II.

Products: Public information meeting held. Minutes of the public meeting, including any presentations or handouts.

Task 11: Draft Section III - Local Waterfront Revitalization Program Policies

The Contractor or its consultant(s) shall review the State waterfront revitalization policies and refine the explanation of each applicable Policy to reflect local conditions and circumstances. Based on information provided in the Inventory and Analysis, the refined policy explanation will add specific local standards and proposed land and water uses for determining consistency with the policies. Based on the Inventory and Analysis, the Contractor or its consultant(s) shall also determine if additional policies are needed to address local conditions and needs, which will add specificity to the applicable State Policies. A full policy analysis

shall be performed and matrix prepared to demonstrate how each policy shall be implemented to legally uphold the LWRP.

Draft Section III shall be submitted to the Department for review and approval.

Products: Draft Section III - Local Waterfront Revitalization Policies

Task 12: Draft Section IV - Proposed Land and Water Uses and Proposed Projects

The Contractor or its consultant(s) shall describe and map proposed long-term land and water uses within the waterfront area, and proposed projects necessary to implement the LWRP. The proposed land and water uses of the LWRP translate the Policies into a cohesive, physical plan for the waterfront area.

Proposed projects may include:

- Capital improvement or construction projects that are necessary to maintain or improve uses or conditions;
- Special studies, plans, design projects, or research necessary to advance or refine components of the LWRP;
- Education, outreach/training materials and programs;
- Projects to redevelop underused or deteriorated areas and sites;
- Projects to provide or improve public access;
- Projects to protect existing, or provide for new, water-dependent uses, such as marinas, boat yards, yacht clubs, port facilities, swimming beaches, or shellfishing;
- Projects to upgrade or relocate critical facilities so that essential community services are secure and/or out of hazardous areas;
- Projects to enhance or restore wetlands, habitats, or other natural protective features; and
- Projects to improve hazard impact prediction and assessment, and mitigation and adaptation planning, such as development of local or inter-municipal Geographic Information Systems.

Draft Section IV shall be submitted to the Department for review and approval.

Products: Draft Section IV - Proposed Land and Water Uses and Proposed Projects accepted by the Contractor and approved by the Department.

Task 13: Second Public Information Meeting

Following completion of the initial draft of Section IV - Proposed Land and Water Uses and Proposed Projects the Contractor or its consultant(s) shall conduct a public information meeting regarding the identified local waterfront issues and opportunities and solicit public input regarding the completeness and accuracy of Section IV.

Products: Public information meeting held. Minutes of the public meeting, including any presentations or handouts.

Task 14: Draft Section V - Techniques for Local Implementation of the Program

The Contractor or its consultant(s) shall describe existing local laws and regulations, as well as any new or amended laws or regulations which are necessary to both improve community resilience and implement the policies, strategies, proposed uses, and projects set forth in the LWRP. Relevant local land use controls may

include, but are not limited to the zoning code, subdivision review, site plan review, design standards, stormwater management and flood damage prevention. The Contractor or its consultant(s) shall draft such local laws and regulations as are necessary to implement the LWRP. Full drafts of new or amended (existing) laws and regulations, including a local consistency review law, should be attached as appendices to the LWRP. Local laws, regulations and procedures essential to the implementation of the policies and purposes of the LWRP must be in place at the time of approval of the program by the Secretary of State.

The Contractor or its consultant(s) shall also describe other public and private sector actions necessary to implement the LWRP, including actions by federal and state agencies necessary in order to fully implement and advance projects in the waterfront revitalization area. These actions may include approving anchorage and mooring areas prior to designation, designating vessel waste no-discharge zones, dredging or maintaining major navigation channels and basins, constructing or maintaining breakwaters, funding certain studies, or providing technical assistance.

The Contractor or its consultant(s) shall also describe a local management structure for reviewing proposed waterfront projects for consistency with the approved LWRP, and the financial resources required to implement the approved LWRP. Implementation of the LWRP will be a continuing responsibility of the municipality. In preparing its LWRP, the municipality needs to consider the costs of implementing the program and whether the funds needed are, or can be reasonably expected, to be available.

Draft Section V shall be submitted to the Department for review and approval.

Products: Draft Section V - Techniques for Local Implementation of the Program, and ALL drafts of any necessary amendments to existing laws or new local laws, including a local consistency review law.

Task 15: Draft Section VI - Federal and State Actions and Programs Likely to Affect Implementation of the LWRP

The Department shall provide to the Contractor or its consultant(s) a generic list of federal and State agency actions and programs which are to be undertaken in a manner consistent with the LWRP. The Contractor or its consultant(s) shall describe specific federal and State actions necessary to further implementation of the LWRP (technical assistance, funding, procedural changes, etc.).

Draft Section VI shall be submitted to the Department for review and approval.

Products: Draft Section VI - Federal and State Actions and Programs Likely to Affect Implementation of the LWRP.

Task 16: Draft Section VII - Local Commitment and Consultation

Developing local support for the LWRP is the most critical factor determining the success of the program. The Contractor or its consultant(s) shall describe the public consultation efforts undertaken in the preparation of the LWRP, such as public hearings, public informational meetings, and/or meetings with governmental agencies. All activities undertaken to consult and obtain local support and commitment should be thoroughly documented. The Contractor or its consultant(s) shall also describe any local committees created to oversee preparation of the LWRP, as well as the role of other municipal agencies.

Draft Section VII shall be submitted to the Department for review and approval.

Products: Draft Section VII - Local Commitment and Consultation.

Task 17: Determination of Significance and Compliance with SEQRA

A municipality's preparation and adoption of an LWRP involve compliance with SEQRA. The Contractor shall request designation as Lead Agency for purposes of SEQRA. The Lead Agency shall prepare, distribute and file a Full Environmental Assessment Form for purposes of evaluating the importance/significance of the impacts associated with preparing and adopting a LWRP. Upon completing the Full Environmental Assessment Form, the Lead Agency shall make a Determination of Significance in accordance with the SEQRA regulations. If the Determination of Significance results in a Positive Declaration, the Lead Agency shall prepare a Draft Generic Environmental Impact Statement for the Draft LWRP in accordance with State Environmental Quality Review Act (SEQRA) regulations and guidelines. If the findings of the Determination of Significance are such that the LWRP will not have a significant adverse environmental impact, a Negative Declaration may be prepared and filed. If a Negative Declaration is prepared and filed, then a Draft Generic Environmental Impact Statement will not be necessary and no further actions are necessary under the SEQRA regulations. The Contractor or its consultant(s) shall determine whether a public hearing will be held on the Draft LWRP. Completed SEQRA documents shall be submitted to the Department for review and approval.

Products: Completed Full Environmental Assessment Form and associated SEQRA determination statements (Positive Declaration or Negative Declaration). If the Determination of Significance results in a Positive Declaration, the Lead Agency, with the assistance of the consultant, shall prepare a Draft Generic Environmental Impact Statement for the Draft LWRP in accordance with State Environmental Quality Review Act (SEQRA) regulations and guidelines. If a Draft Generic Environmental Impact Statement is prepared, a public hearing shall be held and the hearing notes should be submitted to the Department.

Task 18: Complete Draft LWRP

The Contractor or its consultant(s) shall submit two (2) paper copies and an electronic copy (Word format with each map as an individual pdf, as well as a GIS shapefile of the LWRP boundary in a format compatible with the Department's Geographic Information Gateway) of the complete Draft LWRP document, with integrated harbor management, including a complete Draft Generic Environmental Impact Statement (if one is to be prepared) and new or amended (existing) laws and regulations, incorporating comments provided on each component section, to the Department for approval. If revisions to the complete Draft LWRP are needed, based on Department review, the Contractor or its consultant(s) shall make the required changes and resubmit the document to the Department for review.

All comments and requested revisions must be addressed to the satisfaction of the Department prior to advancing the document to 60-Day Review.

Following acceptance of the complete Draft LWRP document by the Department, the Contractor shall formally accept the Draft LWRP as complete and ready for public review and authorize its submission to the Department for review by potentially affected State, Federal, and local agencies - by resolution of the local municipal legislative body. The Contractor or its consultant(s) shall also provide one (1) hard copy and one electronic copy (formatted in either Corel WordPerfect or Microsoft Word) of the complete Draft LWRP document to the Department.

Upon receipt of the required number of copies of the Draft LWRP (/Draft Generic Environmental Impact Statement, if applicable), the Department shall initiate a 60-Day Review by State, Federal, and other local agencies concurrent with the SEQRA review (if applicable).

Products: (1) Draft LWRP acceptable to the Department; (2) GIS shapefile of the LWRP boundary in a format compatible with the Department's Geographic Information Gateway and (3) a resolution of the local municipal legislative body accepting the Draft LWRP as complete and ready to be submitted to DOS for review and initiation of the 60-Day review process.

Task 19: Construction Project Meeting

In consultation with the Department, the Contractor shall hold a project meeting(s) with the consultant(s), and other project partners as appropriate, to review the construction project requirements, site conditions, and roles and responsibilities; identify previously completed designs and specifications and any new information needs and next steps; and transfer any information to the consultant(s) which would assist in completion of the project. The consultant(s) shall prepare and distribute a brief meeting summary clearly indicating the agreements reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Products: Construction project meeting held with appropriate parties. Written meeting summary outlining agreements reached.

Task 20: Construction Requirement Analysis

The Contractor or its consultant(s) shall prepare an analysis of all federal, state and local requirements for the selected schematic design alternative, including necessary permits, reviews, and approvals, and a description of how these requirements will be satisfied by the design. This analysis shall be submitted to appropriate project partners and the Department for review. A pre-permitting meeting with the Department and the identified federal, state and local entities may be required to discuss any revisions needed to satisfy regulatory requirements. Work on final design shall not proceed prior to the Department approval of the construction requirement analysis and the pre-permitting meeting, if necessary.

Products: Written construction requirement analysis. Pre-permitting meeting with identified entities.

Task 21: Environmental Quality Review

The Contractor or its consultant(s) shall prepare 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 22: Design Development

The Contractor or its consultant(s) shall prepare draft and final designs based on the selected schematic design. The designs shall include all required maps, tables, data, written discussions, and other information identified in the contract and subcontract work plans and during the project initiation meeting. The designs shall be provided to the Department and the project advisory committee for review at least two weeks prior to the due date for comments. Department comments must be addressed to the satisfaction of the Department in subsequent revisions of the products and the final design.

Products: Draft and final designs and supporting materials.

Task 23: Certified Construction Documents

The Contractor or its consultant(s) shall prepare the final construction drawings, plans, specifications, and cost estimates. The final construction documents shall be provided to the Department and the project advisory committee for review at least two weeks prior to the due date for comments. Construction shall not commence prior to addressing the Department's comments. Final construction 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 construction documents, certified by a licensed professional engineer, architect or landscape architect.

Task 24: Permits

After the final design and construction documents have been approved by the Department, the Contractor or its consultant(s) shall prepare the necessary permit or other approval applications and obtain the required permits or approvals. A pre-application meeting with the Department and the appropriate federal, state and local regulatory authorities may be required to discuss the necessary permit or other approval applications. Prior to filing, the Contractor or its consultant(s) shall submit all applications to the Department for review and comment.

Potential permitting and approval agencies include:

- federal agencies such as the United States Army Corps of Engineers;
- the Department, pursuant to the consistency provisions of the federal Coastal Zone Management Act;
- other New York State agencies such as the Department of Environmental Conservation; the Office of General Services pursuant to the Public Lands Law, or similar authorization from the Power Authority (in certain areas of the St. Lawrence Seaway) or Canal Authority (in the State Canal System), in order to use or occupy certain State-owned lands or waters overlying those lands; and the Office of Parks, Recreation, and Historic Preservation or the State Historic Preservation Officer; and
- agencies of a county, city, town, village, or special purpose district, including: town boards, boards of trustees, or city councils; planning commissions, boards or departments; and/or building or health officials.

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.

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

Products: All required permits and approvals received. Written certification of compliance with floodplain management regulations, if applicable.

Task 25: Bid Process and Selection of Construction Subcontractor

After the final design and construction documents have been approved by the Department, the Contractor or its consultant(s) shall prepare and distribute a bid invitation to select a construction subcontractor or subcontractors. The bid invitation shall require the respondents to demonstrate their ability to satisfy any applicable MWBE requirements. 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 or its consultant(s) 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 (payments should be tied to project milestones), the project cost and MWBE requirements. 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 26: Installation of Project Sign

Prior to the start of construction, the Contractor shall install a sign satisfactory to the Department identifying the Department's funding of the project. The project sign shall remain in place for the useful life of the improvements undertaken. To assist communities in fulfilling this requirement, the Department has developed an attractive low-cost informational sign. A Sign Order Form is available upon request from the Department.

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

Task 27: Construction, Construction Management and Site Inspection

After receipt of all necessary permits, the Contractor or its construction subcontractor(s) may begin site preparation and construction work according to the final design and construction documents. The Contractor or its subcontractor(s) shall notify the Department monthly (or more frequently) in writing of work progress, including any delays which have occurred. The Contractor or its consultant(s) shall submit periodic payment requests to the Department tied to project milestones identified in contract and subcontract work plans or during the project initiation meeting. After 70%-90% 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, its consultant(s), 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 (pre-construction, during construction, and once the project is completed) and identification of any problems that need to be addressed. Punch list and construction completion estimates.

Task 28: Project Completion

Following satisfaction of punch list items, the Contractor or its consultant(s) shall submit 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 initiation meeting, the Contractor or its consultant(s) shall submit 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 pay its consultant(s) or subcontractor(s) in full, and 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 (including the photo's GPS location where available)

~~Component 3: Village of Malone Downtown Physical Enhancements Plan and LWRP Implementation~~

~~Task 29: Project Initiation Meeting~~

~~The Contractor, the Department, and any partners responsible for managing the project, shall hold an initial meeting to review and agree upon the project scope and schedule, project requirements, roles and responsibilities, the selection process for procuring consultants, State Environmental Quality Review Act (SEQRA) compliance requirements, MWBE requirements, ADA requirements, the number of public meetings and techniques for public involvement proposed for the project, and any other information which would assist in project completion. In addition, the composition of a project advisory committee shall be discussed during the project initiation meeting. The Contractor, or a designated project partner, shall prepare and distribute to all project partners a brief meeting summary clearly indicating the agreements reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.~~

~~Products: Project initiation meeting held with appropriate parties. Written meeting summary outlining agreements reached.~~

~~Task 30: Downtown Project Advisory Committee~~

~~The Contractor shall establish a Downtown Project Advisory Committee to oversee all aspects of the project in cooperation with municipal officials and the project consultant(s), if applicable. The committee shall be representative of project stakeholders, including representatives of State, county, and municipal agencies with jurisdiction over project activities or the project area, and non-governmental and community-based organizations. A draft list of proposed members shall be circulated to the Department for review and approval prior to establishment of the committee.~~

~~Products: Draft and final list of proposed members of project advisory committee. Project advisory committee established.~~

Appendix C - Grant Administration Requirements

Please also see grant accounting spreadsheets that follow.

Department of State

EPF LWRP Payment Supporting Documentation

The Village of Saranac Lake shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the MOU with The Village of Tupper Lake and The Village of Tupper Lake's Contract with the Department of State.

The following is a list of backup documentation which should be submitted and/or retained to show proof of contract related expenditures (including costs associated with local match). Payment requests which lack sufficient backup documentation will be delayed until the documentation has been received by the Department.

The Payment Request Attachments (A-F) that follow were developed by DOS to assist grantees with recording necessary information required for Payment Request submission. It is recommended that Grantees use these attachments daily to track time and costs throughout the life of the project.

Originals of this documentation should be retained with other contract related documents. In addition to submitting backup documentation with your payment requests, you are also required to retain the documentation for a period of at least six years following the final contract payment.

REQUIRED BACKUP DOCUMENTATION:

Salaries

- Attachment A. This table represents a daily log of work performed related to grant tasks. The table includes the contract number, employee name and title, hourly rate, total number of hours worked, and a description of work undertaken by the employee. This time log must be signed by the employee and supervisor. Include the total amount claimed, which should match the amount documented on Form 4 of the payment request.
- Any official employee timesheets showing daily time distribution based on project or funding source, signed by the employee and supervisor.

Supplies

- Attachment C. This table represents a listing of all supplies purchased by the Grantee for completion of grant tasks. The table includes the date of purchase, receipt/transaction number, brief description of supply/material purchased, vendor name, purpose, and amounts for each.
- ALL invoices and/or receipts for each expense, showing the description, amount, and date.

Contractual

- Attachment E, for each contractor. This table represents a listing of each invoice for each subcontractor. The table includes the subcontractor name, dates of services, invoice number, description of services and amount billed. The total amount claimed for each subcontractor should match the amount documented on Form 4 of the payment request.
- A copy of each invoice, which should contain the amount billed and the dates of service. Proposals will be not accepted as proof of work completed. Included on each invoice or attached to each invoice should be the following: description of work undertaken by the subcontractor or for any work that was further subcontracted.
- Proof of payment (if paid).
- Receipts and explanations of any expenses included on the invoice (such as supplies, travel, etc.); and invoices and receipts for any work that was further subcontracted.

Other:

Equipment Usage

- Attachment F- Other (Equipment Usage). This table represents a daily log of equipment usage for the completion of grant tasks. This table includes a description of work, a listing each piece of equipment (the make and model), hours used, hourly rate (as determined by NYSDOT equipment usage schedules), and an explanation of how the hourly rate was determined. This form must be signed by an individual responsible for oversight of the equipment usage.

Volunteer Services (individual)

- Attachment F- Other (Individual Volunteer Services). This table represents a daily log of volunteer services by an individual. The table includes the name and organization of the volunteer, description of services, hours worked, volunteer rate, explanation of how the volunteer rate was determined, and total claimed.

Volunteer Services (group)

- Attachment F- Other (Group Volunteer Services). This table represents a log of volunteer services in a group setting, such as committee meetings or other group event(s). This form may be printed and used as a sign-in sheet. The table includes a listing for each committee meeting, including the date of the event, volunteer rate, and the total claimed for each. This form must be signed by an individual responsible for oversight of the committee or event.
- Key Project Sponsors should retain: meeting agendas, event advertisements, committee sign-in sheets (signed by the volunteers as well as the individual responsible for oversight of the committee), and other supporting documents.

Donated Professional Services (Unpaid)

- Attachment F-Other (Donated Professional Services). This table represents a daily time log per individual (donator), including name, title, organization, description of services, previously approved hourly rate, explanation of how the hourly rate was determined and total claimed. This Attachment must be signed by the donator and the individual responsible for oversight of the donator.

Please note the following:

- Costs documented must be consistent with the approved budget.
- Costs documented must be based on actual costs incurred - no estimated or rounded costs are allowed.

Under the DOS contract, payment requests may be subject to periodic reviews. The Key Project Sponsor will be required to agree to produce and retain for the balance of the term of The Village of Tupper Lake's contract with DOS, and for a period of six years from the contract end date, appropriate records of the proper deposit and expenditure of funds received under the MOU.

Such records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable, (ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable, (iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable, (iv) receipt and deposit of advances and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

Appendix D – MWBE Requirements

The Village of Tupper Lake and its project partner, the Village of Saranac Lake, are required to show due diligence in complying with all MWBE contractual requirements, including meeting the goals for participation of certified MWBE firms in accordance with NYS Executive Law Article 15-A.

Based upon current DOS guidance, this requires:

- 1) Soliciting MWBE participation in the following types of publications:
 - a. General Circulation: (i.e. Press Republican)
 - b. Trade Association: (i.e. Planning Federation)
 - c. MWBE Oriented Publications:
- 2) Obtaining the list of all certified MWBEs with required expertise appearing in the NYS Directory of Certified Firms.
- 3) Conducting required outreach to Certified MWBEs:
 - Taking steps to reasonably structure the contract scope of work to maximize opportunities for MWBE participation;
 - Directly notifying all certified MWBEs of the opportunity by mail, email, phone calls, and keeping a log of that outreach;
 - Following up with MWBEs to ensure that they received the RFP and are aware of the procurement opportunity;
 - Where possible, obtaining written responses from MWBEs, explaining their reasons for declining the opportunity;
 - Requiring subcontractors to engage MWBEs to undertake part of the project's work or to procure equipment/ materials/supplies where possible.
- 4) All requests for bids and RFPs will include language as required by NYS at the time of the solicitation. Sample language is included below.

Attention of bidders is particularly called to the requirements as to prevailing wage rates to be paid under the contract, Equal Employment Opportunity, Minority and Woman-Owned Enterprises (MWBE) participation, and all other federal, New York State and local requirements.

The Village of Saranac Lake is an Equal Employment Opportunity employer. This project is funded with a grant provided by the NYS Department of State under Title 11 of the

Environmental Protection Fund, which has established Minority and Women Owned Business Enterprise goals of 30% for use of grant funds (15%MBE, 15%WBE.)

- 5) The DOS Form D Utilization Plan that must be submitted to the Project Manager when consultants or contractors are selected.

If the required Good Faith Effort does not yield 15% participation of MBEs and WBEs, a Form E Waiver Request and accompanying documentation must be submitted.

Appendix E – Consultant Services

ELIGIBILITY

Consultants listed on the following websites cannot be utilized:

- 1) NYS Department of Labor Debarment List - dbr.labor.state.ny.us/EDList/searchPage.do
- 2) Federal Debarment List – sa.gov/porta/public/SAM

Consultants must agree to comply with all applicable terms and conditions contained in the Agreement between the Village of Tupper Lake and Department of State (#C1000931).

Consultants must also agree to comply with the requirement detailed below and the insurance and invoicing requirements detailed in Appendices F and G.

REQUIRED CONSULTANT CONTRACT CLAUSES

1. The Consultant acknowledges that this project is a collaborative effort between the community, the Department of State, and the consultant. Initial submittals of all documents should be considered as draft product, to be reviewed by the community and the Department of State, with proposed changes requested by the community and the Department of State to be incorporated in the final product.
2. The Consultant will submit the follow to the community over the course of the project:
 - a. Digital copies of all draft deliverables, either by email or on CD if file sizes are too large to email;
 - b. One copy of all final written reports and supporting graphics, final design documents, and other printed materials;
 - c. Print-ready, original final written documents;
 - d. Digital copies of original documents in Microsoft Word or other original software. This includes digital files of any maps, plans or designs produced during the product, which must be conveyed in in original design software format.
3. Upon completion of the project or termination of this agreement, all finished and unfinished materials, in their original format, including any maps, plans or designs prepared by Consultant under this agreement shall become the property of the community and the Department of State and shall be conveyed in their original software in digital form to the community by Consultant. The Consultant shall be entitled to receive just and equitable compensation consistent with the terms of this agreement for any work completed on such documents or services rendered in accordance with this agreement. The Consultant and its subcontractors may retain and use copies of these documents as references materials for

future projects or as examples of work performed in the solicitation of business with other prospective clients.

4. All deliverables will include the required DOS logo and attribution.

STANDARD DOS PROJECT REQUIREMENTS FOR CONSULTANTS:

- Prior DOS review of press releases and notification of meetings
 - “The contributions of the Department must also be acknowledged in community press releases and other notices issued for the project, including web site postings and other forms of digital distribution. Project press releases and other notices shall be submitted to the Department for review and approval prior to release, to ensure appropriate attribution.”
 - The Project Sponsor will provide appropriate prior notification of meetings and keep the Department informed of important meetings for the duration of this contract.
- All products must include the DOS attribution (below) and logo.

“This project was prepared for the New York State Department of State with funds provided under Title 11 of the Environmental Protection Fund.”

Project Sponsors should also obtain the following from all contractors:

- Insurance Coverage:
 - Proof of Workers’ Compensation Coverage (Form C-105.2, U-26.3, SI-12, GSI-105.2 or CE-200)
 - Proof of Disability Coverage (Form DB-120.1, DB-155, or CE-200) or Exemption from WC/D (Form CE-200).
 - Accord form for remaining coverage required by MOU
- Vendor ID #
- Federal Tax ID #

Appendix F – Insurance Requirements

Please see the following pages excerpted from Tupper Lake’s contract with DOS.

- ~~10. The Contractor shall submit a Project Status Report, on a form prescribed by the Department, on a semi-annual basis for the periods ending June 30 and December 31. Reports are due no later than 30 days following the end of each reporting period.~~

~~B. Additional Requirements for Construction Projects~~

- ~~1. Project design, including preparation of final plans and specifications, and supervision of construction shall be undertaken by a qualified architect and/or engineer licensed to practice in the State of New York. The Contractor shall submit final plans and specifications to the Department for its acceptance before initiating construction work or, if the Contractor intends to subcontract for construction work, before the work is advertised for bidding. No change to project plans may be made without the prior written approval of the Department. The Contractor shall also be responsible for erecting a project sign satisfactory to the Department identifying the Project. The project sign shall remain in place for the useful life of the improvements undertaken pursuant to this Agreement. Upon completion of the Project, the Contractor shall submit to the Department a proper certification from a licensed architect or engineer.~~
- ~~2. The State shall make periodic inspections of the project both during its implementation and after its completion to ensure compliance with this Agreement. The Contractor shall allow the State unrestricted access to work during the preparation and progress of the work, and provide for such access and inspection by the State in all construction contracts relating to the project.~~
- ~~3. The Contractor shall be responsible for ensuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS Appendix A to 41 CFR part 101-19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG Appendix A of Title 9 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.~~

~~C. Reports, Documents and Maps~~

~~The Contractor shall, where appropriate, identify documents, reports, and maps produced in whole or in part under this Agreement by endorsing on said documents, reports, and maps the following:~~

~~*"This (document, report, map, etc.) was prepared with funding provided by the New York State Department of State under Title 11 of the Environmental Protection Fund."*~~

~~D. Contractors Insurance Requirements~~

- ~~1. Prior to the commencement of the work, the Contractor shall file with the Department of State, Certificates of Insurance evidencing compliance with all requirements contained in this Agreement. Such certificate shall be of form and substance acceptable to the Department.~~
- ~~2. Acceptance and/or approval by the Department does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Agreement.~~
- ~~3. All insurance required by the Agreement shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State; shall be primary and non-contributing to any insurance or self insurance maintained by the~~

Department; shall be endorsed to provide written notice be given to the Department, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail which shall be sent to New York State Department of State, One Commerce Plaza, 99 Washington Avenue, Albany, New York 12231-0001; and shall name the People of the State of New York and their directors officers, agents, and employees as additional insureds thereunder.

4. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject.
5. Each insurance carrier must be rated at least "A" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Department and rated at least "A" Class "VII" in the most recently published Best's Insurance Report.
6. The Contractor shall cause all insurance to be in full force and effect as of the date of this Agreement and to remain in full force and effect throughout the term of this Agreement and as further required by this Agreement. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.
7. Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply the Department updated replacement Certificates of Insurance, and amendatory endorsements.
8. Unless the Contractor is self-insured, Contractor shall, throughout the term of the Agreement or as otherwise required by this Agreement, obtain and maintain in full force and effect the following insurance with limits not less than those described below and as required by the terms of this Agreement, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies). Where Contractor is self-insured, the Contractor shall provide suitable evidence of such to the Department relating to the risks and coverage amounts as provided hereunder.
 - a. Comprehensive Liability Insurance with a limit of not less than \$1,000,000 each occurrence. Such liability shall be written on the Insurance Service Office's (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, owners & contractors protective, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
 - 1) If such insurance contains an aggregate limit, it shall apply separately to this location.
 - 2) Products and Completed Operations coverage shall include a provision that coverage will extend for a period of at least twelve (12) months from the date of final completion and acceptance by the owner of all of contractors work.

- b. Where the Project described in Attachment C includes the construction of any structure or building, a Builder's Risk Policy until the Project is completed and accepted in the amount of the total project cost.
 - c. Workers Compensation, Employers Liability, and Disability Benefits as required by New York State. Workers Compensation Policy shall include the U.S. Longshore & Harbor Workers' Compensation Act endorsement.
 - d. Comprehensive Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.
 - e. Commercial Property Insurance covering at a minimum, the perils insured under the ISO Special Clauses of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of the Department held in their care, custody and/or control.
 - f. An Owner's Protective Liability Policy with limits no less than \$1,000,000 in the name of the Contractor.
9. Professional consultants retained by the Contractor in connection with the Project shall show evidence of professional liability insurance with limits no less than \$1,000,000.

~~E. Contractor Property Interest~~

~~Contractor warrants that it has fee simple or such other estate or interest in the site of the Project, where the Project is undertaken at a site, including easements and/or rights of way sufficient to assure undisturbed use and possession for the purposes of construction and operation for the estimated life of the Project. Contractor further acknowledges that where such project is undertaken on or involves the use of lands for active or passive recreational use, it is a material term of this Agreement that such lands shall be available for such recreational use by the People of the State of New York. Additionally, Contractor shall not limit access or discriminate on the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.~~

~~F. Date/Time Warranty~~

- ~~1. Contractor warrants that product(s) furnished pursuant to this contract shall, when used in accordance with the product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific products must perform as a package or system, this warranty shall apply to the products as a system.~~
- ~~2. Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various~~

Appendix G – Invoicing Requirements

Contractual Service Invoice Guidelines

- 1) Page #1 - Cover Letter
 - Address to project sponsor Chief Elected Officer
 - Project name in subject line, along with grant contract number and component number (C1000931, Component #7)
 - Invoice number specific to project billing, not internal company invoicing reference (i.e. Wilmington Dam Invoice #1 rather than 100-3-1)
 - Reference MOU between grant project sponsor (Village of Tupper Lake) and municipal sponsor (Village of Saranac Lake) and contract between consultant and Town
 - Include invoice date and specific dates of service being billed (start and end dates)
 - Include total amount being billed
 - Include full name and address of consultant
 - If applicable, include MWBE Certification Number

- 2) Page #2 – Spreadsheet: (Please use spreadsheet template provided. An Excel version is available for consultant’s convenience.)

- 3) Page #3 – Report:
 - Detail specific accomplishments for billing period for each task billed in spreadsheet
 - Detail anticipated activities during next billing period
 - (If applicable) Note any changes in project timeline
 - (If applicable) Note any document, actions or approvals required from project sponsor
 - if the contractor is utilizing a subcontractor, invoices for any work that was subcontracted are attached

Subcontractors:

If the contractor is utilizing a subcontractor(s), please attach subcontractor invoice(s), prepared utilizing the format above.

The amount paid by the contractor to the subcontractor should be included in the total amount billed in the cover letter.

ATTACHMENT B

FORM D M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name:

Federal Identification No.:

Address:

Project/Contract No.:

City, State, Zip Code:

M/WBE Goals in the Contract: MBE 15% WBE 15%

Telephone No.:

Region/Location of Work:

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts/ Supplies/Services and intended performance dates of each component of the contract.
A.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM E.

<p>PREPARED BY (Signature): DATE:</p> <p>NAME AND TITLE OF PREPARER (Print or Type): SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.</p>	<p>TELEPHONE NO.:</p>	<p>EMAIL ADDRESS:</p>
FOR M/WBE USE ONLY		
	<p>REVIEWED BY:</p>	<p>DATE:</p>
<p>UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ Contract No.: _____ Project No. (if applicable): _____</p> <p>Contract Award Date: _____ Estimated Date of Completion: _____ Amount Obligated Under the Contract: _____ Description of Work: _____</p> <p>NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</p> <p>NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</p>		

INSTRUCTIONS: THE REQUEST FOR WAIVER MUST INCLUDE DETAILED “GOOD FAITH EFFORT” JUSTIFICATION/DOCUMENTATION, AS DEFINED IN THE REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS (NEXT PAGE). *INCOMPLETE REQUESTS WILL BE RETURNED UNPROCESSED*

Offeror/Contractor Name:	Federal Identification No.:
Address:	Solicitation/Contract No.:
	Contact Name & Phone No.:
City, State, Zip Code:	M/WBE Goals: MBE % WBE %

By submitting this form and the required information, the offeror/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract.

Contractor is requesting a (check applicable):

	Type of waiver	Total	Partial
<input type="checkbox"/>	1. MBE Waiver – A waiver of the MBE Goal for this procurement is requested.	%	%
<input type="checkbox"/>	2. WBE Waiver – A waiver of the WBE Goal for this procurement is requested.	%	%
<input type="checkbox"/>	3. Waiver Pending ESD Certification (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development.) Date of such filing with Empire State Development: _____		

PREPARED BY (Signature): _____

Date: _____

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.

Name and Title of Preparer (Printed or Typed):	Telephone Number:	Email Address:
--	-------------------	----------------

***** FOR DMWBD USE ONLY *****

REVIEWED BY:	DATE:
--------------	-------

Please submit the Request for Waiver to the Program administering the Grant.

Waiver Granted: Yes No
 MBE: WBE:

Total Waiver Partial Waiver
 ESD Certification Waiver *Conditional
 Notice of Deficiency Issued

(DOS PROGRAM ENTER NAME/CONTACT/ADDRESS)

*Comments:

MWBE REQUEST FOR WAIVER: REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

When completing the Request for Waiver Form please check all boxes that apply. To be considered, the Request for Waiver must be accompanied by the applicable documentation for items 1 – 11, as listed below. If box # 3 has been checked above, please submit item 11. Copies of the following information and all relevant supporting documentation must be submitted along with the request:

1. A DETAILED statement with the project description (any special characteristics, needs, specifications, etc.), and an explanation setting forth your basis and justification for requesting a partial or total waiver of the MWBE goals.
2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals related to this contract.
3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.
4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation, if an identical solicitation was made to all certified M/WBEs.
6. Provide copies of responses to your solicitations received by you from certified M/WBEs.
7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.
8. Provide documentation of any negotiations between you, the Offeror/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participation goals.
9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.
10. Provide the name, title, address, telephone number, and email address of offeror/contractor's representative authorized to discuss and negotiate this waiver request.
11. Copy of notice of application receipt issued by Empire State Development (ESD).

Note:

Unless a Total Waiver has been granted, the Offeror/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the Contract, as deemed appropriate by NYS Department of State, to determine M/WBE compliance.

M/WBE 104 Instructions (1/15)