

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

SUBJECT: SDA Contract & Funding

Date: 08/12/2024

DEPT OF ORIGIN: Village Manager

Bill # 118-2024

DATE SUBMITTED: 7/28/2024

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED:

AMOUNT
BUDGETED:

APPROPRIATION
REQUIRED:

SUMMARY STATEMENT:

Resolution to authorize the Village to Contract with Suozzo, Doty, and Associates and approve funding source for match portion of Community Smart Growth Grant for Lake Flower Ave Project

MOVED BY: Ryan SECONDED BY: Scollin

VOTE ON ROLL CALL:

MAYOR WILLIAMS

yes

TRUSTEE RYAN

yes

TRUSTEE WHITE

yes

TRUSTEE SCOLLIN

yes

TRUSTEE BRUNETTE

yes

RESOLUTION TO AUTHORIZE THE VILLAGE OF SARANAC LAKE TO CONTRACT WITH
SUOZZO, DOTY, AND ASSOCIATES (SDA) AND APPROVE FUNDING SOURCE FOR MATCH
PORTION OF SMART GROWTH GRANT FOR LAKE FLOWER AVE PROJECT

WHEREAS, the Village of Saranac Lake was awarded the Smart Growth Grant in the amount of \$100,000 (with an in-kind match of \$40,000), and,

WHEREAS, SDA will perform the professional engineering services and assist the Village with the grant compliance for the Lake Flower Ave Project and has provided a contract proposal for these services, and,

WHEREAS, there are budgetary appropriations necessary to cover costs associated with the in-kind match amount of \$40,000,

WHEREAS, the appropriation of \$25,000 of the ^{water}general unreserved fund to the Water Fund Engineering/Survey Services account (004.1440.0400) is necessary to cover the percentage of work related to the water system services provided by SDA, and,

WHEREAS, the appropriation of \$15,000 of the general unreserved fund to General Fund Engineering/Survey Services account (001.1440.0400) is necessary to cover the general services provided by SDA.

THEREFORE, BE IT RESOLVED, the Village of Saranac Lake Board of Trustees approves the contract with SDA and authorizes the transfer of \$40,000 to the Water and General Engineering/Survey Services accounts.



Suozzo, Doty & Associates

PROFESSIONAL ENGINEERING, PLLC

Bolton Landing Office
4607 Lake Shore Drive, Bolton Landing, NY 12814
(518) 240-6293
www.sdaplhc.com

August 6, 2024

Bachana Tsiklauri
Village Manager
39 Main St. 2nd Floor
Saranac Lake, NY 12983

Delivered via email only: (August 6, 2024) Bachana Tsiklauri (manager@saranaclakeny.gov)

**RE: Village of Saranac Lake: Lake Flower Ave Smart Growth Report
Professional Services Proposal**

Dear Bachana,

Suozzo, Doty & Associates Professional Engineering, PLLC (SDA) thanks you for the opportunity to submit this professional engineering services proposal for your consideration. We are pleased to have the opportunity to provide engineering services related to the review of the Village's Smart Growth Grant Report for Lake Flower Avenue. At this time, we understand the following about the project:

SDA assisted the Village with the preparation of a grant application to the New York State Department of Environmental Conservation (NYSDEC) Smart Growth Grant Program, which the Village was awarded (congratulations!). The grant will help fund planning efforts for the current water project and for a future road reconstruction of the Lake Flower Avenue corridor, which will come in the form of a study. The study limits include Lake Flower Avenue between its intersections with River Street and Turtle Pond Road. The deliverable needed to meet the requirements of the grant will be a report which will detail options for upgrades to the Lake Flower Avenue corridor. The report will be written to meet NYSDOT requirements with the goal of applying for grants to upgrade portions of all of Lake Flower Avenue.

As part of the development of the study, the Village has requested that we complete/consider the following:

- Evaluate the potential need to replace other existing utilities (sanitary sewer, storm sewer, water, and electrical) if necessitated by the proposed water main replacement, or if otherwise expedient.
- Evaluate existing surface features, including sidewalks, road condition, landscaping, and commercial signage.
- Evaluate Lake Flower Avenue as the gateway to Saranac Lake, including recommendations for signage and other wayfinding for area visitors.
- Ensure consistency with other Village planning documents, Local Waterfront Revitalization Program, Complete Streets Policy, Bicycle and Pedestrian Plans, etc.,
- Evaluate pedestrian, bicycle, and other modes of transportation into and out of the Lake Flower Avenue area.
- Solicitation of public input for design and implementation elements, with documentation of public outreach, meetings, and responses.

With Offices in Bolton Landing and Lake Placid, New York



Certified
Women-Owned
Business Enterprise



Based on our current project understanding, we offer the following scope of services:

SCOPE OF SERVICES

It is noted that the grant application broke the project into 2 Tasks (Phases per the language of the grant application). Task (Phase) 1 was identified as below ground utility documentation. Task (Phase) 2 was identified as aboveground, street scape planning. SDA will subcontract with MJ Engineering & Land Surveying (MJ) to complete the transportation planning. SDA will generally complete the below grade infrastructure review and MJ will perform the above grade planning. The Village has requested assistance with grant management and compliance and this has been included as Task 3.

PHASE (TASK) 1: UNDERGROUND UTILITY PLANNING

Under this Task, SDA will provide an evaluation of the existing utilities in the corridor and provide recommendations for upgrades or repair. The work will include recommendations for the water system, storm mains/culverts, and sanitary sewer system. The work will also include an evaluation of the ability to bury existing overhead electrical/communication cables. The evaluation of the sanitary sewer system and storm sewer will be based on above ground visual observations unless the Village can provide close circuit television of the mains.

TASK (TASK 2) 2: STREETScape PLANNING, PUBLIC OUTREACH, & REPORTING

Under this Task, SDA will subcontract with MJ, to provide an evaluation of the surface features mentioned above, including a review and coordination with the Village's other planning documents. The work will include recommendations for the Village to implement as part of future projects or as part of a full upgrade project. The following tasks will be completed under Task 2:

- Literature review of existing related planning and policy documents. A summary of the relevant portions of the documents will be developed for inclusion in the Corridor Planning Report.
- Public Outreach: In addition to working with the Village leadership for planning, SDA and MJ will host a series of public outreach meetings and presentations, both with the Village leadership, department heads, and the general public to gather input on the project need as well as the proposed recommendations. MJ will lead the development of a public outreach plan and coordinate with SDA to prepare meeting materials and facilitate the meetings. The following public outreach activities are anticipated as part of this proposal:
 - Business Owner Stakeholder Meeting: A small-group stakeholder meeting will be held with business owners along Lake Flower Avenue to discuss the needs and opportunities within the corridor.
 - Online Survey: Broad public input will be solicited via an online survey. The survey will be developed with the intent of gathering the general public's opinions of the needs and opportunities within the corridor.
 - Public Meeting: A public meeting will be held to solicit input on conceptual improvements that have been developed. Input received will be incorporated into the Corridor Planning Report.



- Coordination with and presentation of materials to the Village's Capital Improvement Plan Working Group throughout the life of the study. It is assumed that study updates will be presented at three (3) meetings.
- Development of conceptual corridor improvements based on public input received, identified needs within the corridor and previous recommendations of the various planning documents.
- Coordination with NYSDOT. Once input from the Village, project stakeholders and the public are incorporated into the conceptual improvements, the concepts will be shared with NYSDOT Region 5 for review and comment. MJ and SDA will facilitate a meeting with NYSDOT to review the proposed improvements, if requested.
- Lake Flower Avenue Corridor Planning Report. SDA and MJ Engineering will work together to develop a final engineering report that will summarize the existing conditions, proposed recommendations, and summary of the public input. The report will be formatted to be acceptable to NYSDOT to be used to apply for grant applications. The Corridor Planning Report will address the following primary concerns:
 - Underground utilities
 - Pedestrian access, safety, and mobility
 - Sidewalks/crosswalks
 - Unconventional traffic pattern at River St and Lake Flower Ave
 - Crash analysis
 - Corridor beautification
 - Biking routes
 - Other modes of transportation into and out of the area
 - Landscaping
 - Signage (commercial and informational)
 - Transforming the corridor and providing gateway features
 - Connection to the rail trail from Lake Flower Ave within the study limits
 - Parking
 - Coordination with the work at Baldwin Park
 - The Corridor Planning Report will also address the following secondary concerns:
 - Sustainability / Green infrastructure
 - Traffic Calming
 - Lighting
- In addition to the information described above, the Corridor Planning Report will include:
 - Complete traffic counts as needed
 - Planning-level cost estimates for the recommended improvements
 - Identification of potential relevant funding opportunities
 - An environmental screening of the recommended improvements
 - Identification of required permits

TASK 3: GRANT & PROJECT MANAGEMENT



Under this Task, SDA will assist the Village with grant compliance with NYSDEC. The work is estimated at a maximum of 4 hours per month. Additional work will be billed on a T&M basis.

ASSUMPTIONS/LIMITATIONS

- Survey work completed as part of the Village's water project will be utilized for planning purposes.

The following are excluded from this proposal:

- Completed boundary and topographic survey work and easements.
- Grant Applications
- Preliminary and final design.
- Construction management, administration, and project representative services.
- Environmental permitting.
- Sewer district map, plan, and report and metes and bounds descriptions.
- Archaeological services.
- Geotechnical services.

The above-referenced services can be provided during future phases of the project and following execution of the proposal for the same.

PROFESSIONAL SERVICES FEE AND COMPENSATION

SDA will bill as a percentage complete of each task on a monthly basis. Any additional work will be performed on a time and materials basis which will be billed in accordance with our discounted rate schedule in effect at the time of service.

Invoices will be submitted to the Client on a monthly basis. Payment shall be made to Suozzo, Doty & Associates Professional Engineering, PLLC within 30 calendar days of the date of invoice. A 1.5% finance charge will be applied to any invoice unpaid within 30 days. Checks shall be forwarded to Suozzo, Doty & Associates Professional Engineering, PLLC, 4607 Lake Shore Drive, P.O. Box 653, Bolton Landing, NY 12814.

PROFESSIONAL SERVICES FEE SCHEDULE

| <u>Task</u> | <u>Lump Sum Fee</u> | <u>Schedule</u> |
|--|----------------------------|------------------------|
| TASK 1: UNDERGROUND UTILITY PLANNING | \$31,000 | TBD* |
| TASK 2: STREETScape PLANNING, PUBLIC OUTREACH, & REPORTING | \$101,000 | TBD* |
| TASK 3: GRANT & PROJECT MANAGEMENT | \$8,000 | TBD* |



| | |
|--------------------------------------|-----------|
| Total Professional Services Estimate | \$140,000 |
|--------------------------------------|-----------|

*The schedule will be determined jointly with the project team. All work will be completed within the 3-year NYSDEC deadline.

Please note that the level of effort and therefore the amount of fee needed for each individual task may vary, as such SDA reserves the right to use any available task budget to advance the services requested under this proposal. It is also noted that subconsultant fees realized and billed are subject to 15% markup for administrative services.

ATTACHMENTS

Endorsement Page
Standard Terms and Conditions
Discounted Municipal Billing Rate Schedule

CLOSING AND AGREEMENT

We thank you for this opportunity to work with the Village! If you find this proposal acceptable, please execute where indicated on the following page. If you have any questions or if you need additional information, please feel free to call me directly at 207-240-1443. Thank you!

Sincerely,

Gregory Swart, PE
Senior Engineer

cc: File

Engineering Services Proposal: Lake Flower Ave Smart Growth Report

ENDORSEMENTS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated below.

Engineer: Suozzo, Doty & Associates
Professional Engineering
PLLC, (SDA)

Client: Village of Saranac Lake

By: _____

Print name: Kathleen A. Suozzo

Title: Managing Principal

Date Signed: _____

Address for SDA's receipt of notices:

P.O. Box 653, 4607 Lake Shore Drive

Bolton Landing, NY 12814

Email for SDA's receipt of notices:

ksuozzo@sdapllc.com

By: _____

Print name: Bachana Tsiklauri

Title: Village manager

Date Signed: 8/13/24

Address for Client's receipt of notices:

39 main St. Suite 9

Saranac Lake, NY 12983

Email for Client's receipt of notices:

manager@saranac.lakeny.gov



Engineering Services Proposal: Lake Flower Ave Smart Growth Report

PART IV

ENGINEER STANDARD TERMS AND CONDITIONS

- 1) **STANDARD OF CARE** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and Engineer cannot provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code.
- 2) **TECHNICAL ACCURACY** Client shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Client-furnished information.
- 3) **CONSULTANTS** Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Client. Subject to the standard of care set forth in above, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- 4) **COMPLIANCE WITH LAWS, REGULATIONS, POLICIES, AND PROCEDURES** Engineer and Client shall comply with applicable Laws and Regulations. Engineer shall comply with any and all policies, procedures, and instructions of Client that are applicable to Engineer's performance of services under this Agreement and that Client provides to Engineer in writing, subject to the standard of care set forth above, and to the extent compliance is not inconsistent with professional practice requirements.

This Agreement is based on Laws and Regulations and Client-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Client's responsibilities or to Engineer's scope of services, times of performance, or compensation: (1) changes after the Effective Date to Laws and Regulations; (2) the receipt by Engineer after the Effective Date of Client-provided written policies and procedures; (3) changes after the Effective Date to Client-provided written policies or procedures.

Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Client agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements. Engineer's services do not include providing legal advice or representation.

- 5) **CHANGE OF SCOPE** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the Client. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined.
- 6) **SAFETY** Engineer has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Engineer specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Engineer employees.

While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Client's safety programs of which Engineer has been informed in writing.

- 7) **DELAYS** If events beyond the control of Client or Engineer, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, Engineer shall be entitled to an equitable adjustment in compensation.
- 8) **TERMINATION/SUSPENSION** Either party may terminate this Agreement upon 30 days written notice to the other party. Client shall pay Engineer for all Services, rendered prior to termination, plus any expenses of termination.

In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

- 9) **OPINIONS OF CONSTRUCTION COSTS** Any opinion of construction costs prepared by Engineer is supplied for the general guidance of the Client only. Since Engineer has no control over competitive bidding or market conditions, Engineer cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
- 10) **RELATIONSHIP WITH CONTRACTORS** Engineer shall serve as Client's professional representative for the Services and may make recommendations to Client concerning actions relating to Client's other subcontractors, but Engineer specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client.

Engineer shall not at any time supervise, direct, control, or have authority over any of the Client's subcontractors work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor for the Project, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Client, Client's subcontractor, and/or Owner's Contractor.

Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

- 11) **CONSTRUCTION REVIEW** For projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold Engineer harmless from any claims resulting from performance of construction-related services by persons other than Engineer.

Engineer shall not be responsible for any decision made regarding the



Engineering Services Proposal: Lake Flower Ave Smart Growth Report

Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

- 12) **INSURANCE** Engineer will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and Engineer's business requirements. Certificates evidencing such coverage will be provided to Client upon request. For all projects the Client agrees to make the Engineer as an additional insured on its policies related to the project. For projects involving construction, Client agrees to require the Owner's construction contractor, if any, to include Engineer as an additional insured on its policies relating to the Project. Engineer's coverages referenced above shall, in such case, be excess over Client's or Owner's Contractor's primary coverage.
- 13) **HAZARDOUS MATERIALS** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Engineer and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client acknowledges and agrees that it shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. Client shall make provisions for, or have existing agreements with Owner to execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize Engineer to execute such documents as Client's agent. Client waives any claim against Engineer and agrees to defend, indemnify, and save Engineer harmless from any claim or liability for injury or loss arising from Engineer's discovery of unanticipated hazardous materials or suspected hazardous materials.
- 14) **INDEMNITIES** To the fullest extent permitted by law, Client and Engineer each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Engineer, they shall be borne by each party in proportion to its negligence.
- 15) **LIMITATIONS OF LIABILITY** No employee or agent of Engineer shall have individual liability to Client, Owner, or Project Contractor. Client agrees that, to the fullest extent permitted by law, Engineer's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Engineer's negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the total compensation received by ENGINEER under this Agreement ~~or shall be limited in the aggregate to the amount of Engineer's insurance~~ or if Client desires a limit of liability greater than that provided above, Client and Engineer shall include as an attachment to this Agreement the amount of such limit and the additional compensation to be paid to Engineer for assumption of such additional risk.
- IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ENGINEER BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.
- 16) **ACCESS** Client shall provide Engineer safe access to any premises necessary for Engineer to provide the Services.

- 17) **REUSE OF PROJECT DELIVERABLES** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Engineer for the specific purpose intended, shall be at the Client's risk. Further, all title blocks and the Engineer's seal, if applicable, shall be removed if and when Client provides deliverables in electronic media to another entity. Client agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, Engineer shall be advised and the inconsistency shall be corrected at no additional cost to Client. Following the expiration of this 30-day period, Client shall bear all responsibility for the care, custody and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media, which Client acknowledges to be of only limited duration. Client agrees to defend, indemnify, and hold harmless Engineer from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by Client or others acting through Client.

All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

- 18) **RECORDS RETENTION** Engineer shall maintain on file in legible form, for a period of three years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Client's request, Engineer shall provide a copy of any such item to Client at cost.
- 19) **PROPRIETARY INFORMATION** Information relating to the Project, unless in the public domain, shall be kept confidential by Client and Engineer and shall not be made available to third parties without written consent of the other party.
- 20) **INDEPENDENT CONTRACTOR** Engineer is an independent Contractor and will maintain complete control of and responsibility for its employees, agents, methods, and operations. Nothing contained in this Agreement will create any contractual relationship between The Owner and Engineer.
- 21) **AMENDMENT** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.
- 22) **ASSIGNMENT** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.
- 23) **STATUTE OF LIMITATIONS** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.
- 24) **DISPUTE RESOLUTION** Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute cannot be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings.



Engineering Services Proposal: Lake Flower Ave Smart Growth Report

- 25) NO WAIVER No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.
- 26) NO THIRD-PARTY BENEFICIARY Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.
- 27) SEVERABILITY The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.
- 28) AUTHORITY The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.
- 29) CONTROLLING LAW This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- 30) NOTICES Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt. Email notices shall be sent to the addresses listed on the signature page of the agreement.
- 31) SURVIVAL All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 32) ACCRUAL OF CLAIMS To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.
- 33) ENTIRE AGREEMENT. ATTACHMENTS. AND WRITTEN AMENDMENTS This Agreement, including the Attachments hereto and all Change Orders, contain the entire agreement among the parties with respect to the subject matter hereof; all representations, promises and prior or contemporaneous understandings among the parties with respect to the subject matter hereof are merged into and expressed in this instrument and such documents; and any and all prior agreements among the parties with respect to the subject matter hereof are hereby terminated and canceled. This Agreement may be amended only by an instrument in writing duly signed by or on behalf of the parties hereto.
- 34) COMPENSATION Engineer will prepare and submit invoices to the Client on a monthly basis. Client shall make payment to the Engineer within 30 calendar days of the date of the invoice.
- 35) ADDITIONAL SERVICES Additional services can be provided if deemed necessary and approved by the Client. Compensation for additional services can be negotiated as needed. Additional work will be approved by the Client prior to the execution of the additional tasks.

Services not indicated or included in the above-listed scope of services or which are subsequently requested, either verbally or in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or an hourly basis at rates in effect at the time the services are performed, plus subcontracts and reimbursable expenses as outlined in the Rate Schedule for the year in which the work is being performed.

**SUOZZO, DOTY, & ASSOCIATES, PLLC 2024
MUNICIPAL RATE SCHEDULE**

Standard Hourly Rates Schedule

(Subject to change after December 31, 2024. Rates will be applied per Engineer's employee within ranges shown.)

| <u>Classification</u> | <u>Billing Rate</u> |
|---|----------------------------|
| Principal | \$130 - \$170 |
| Senior Engineer | \$130 - \$155 |
| Project Engineer | \$125 - \$145 |
| Construction Observer | \$90 - \$125 |
| Staff Engineer | \$85 - \$120 |
| Engineering Technician/ CADD Technician | \$75 - \$110 |
| Office Administrator | \$75 |

Equipment Rental

| | |
|-------------------------|-----------------------|
| Open Channel Flow Meter | \$1,150/Month + Labor |
|-------------------------|-----------------------|

Reimbursable

The following will be billed at cost + 15% administrative expense:

Consultants (Professional Services)

Vendors (Direct Services)

Research Fees

Laboratory Testing

Special Materials, Services & Equipment

Printing/Reprographic Costs

Administrative Expenses

| | |
|-----------------------------|---------|
| First Class Mail | At Cost |
| Express Mail, Bulk Shipping | At Cost |

Travel Related Expenses

| | |
|---------------------|---|
| Mileage | @ IRS Rate |
| Lodging Expense | max. \$226 for high cost localities max. \$140 for low cost localities |
| Meals & Incidentals | \$71 per day for high cost localities \$61 per day for low cost localities |

Reproduction Expenses (in-house)

(Reproduction expenses shall apply for additional materials requested by Owner beyond Scope of Services.)

| | |
|-------------------------------|---------------|
| B&W – 8.5" x 11" | @ \$0.50/copy |
| Full Size Color – 8.5" x 11" | @ \$0.70/copy |
| B&W – 11" x 17" | @ \$1.00/copy |
| Full Size Color – 11" x 17" | @ 1.50/copy |
| Prints (Black)– 24" x 36" | @\$5/copy |
| Full Color Prints – 24" x 36" | @\$8/copy |