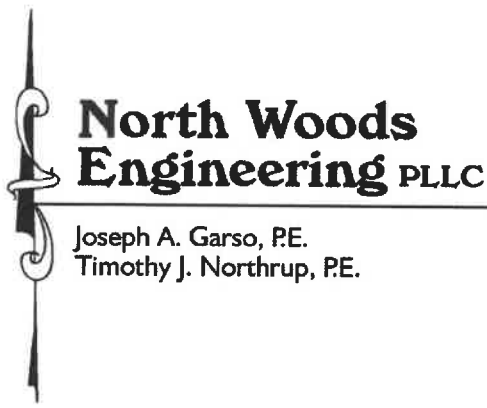




North Woods Engineering PLLC

Joseph A. Garso, P.E.
Timothy J. Northrup, P.E.

26 March 2026

Ms. Jordanna Mallach, Supervisor
Town of Harrietstown
39 Main St
Saranac Lake, NY 12983

Subject: Proposal for Professional Engineering Services
Town of Harrietstown – Rotary Park Improvements

Dear Supervisor Mallach,

We are pleased to submit this scope of services and cost estimation for engineering services for the design, permitting, procurement and construction administration for the proposed improvements to the Town of Harrietstown Rotary Park at Ampersand Avenue, Saranac Lake, NY.

Project Understanding

The Town of Harrietstown recently received a grant for Phase 1 of the improvements for Rotary Park. Phase 1 improvements include demolition, site preparation, utilities, hockey box, bocce courts, pathways and ancillary construction.

In general, our scope will be to develop plans, details, and specifications for the improvements, oversee the procurement process, and conduct construction administration. We understand that the project will be publicly bid.

Our proposal is based on our preliminary work for the grant application, and the meeting with you, Chris Knight from Saranac Lake Youth Baseball and the grant administrator, Jamie Konkoski from LaBella Associates.

Scope of Services

Our specific scope of services will include the following tasks broken down by Phase:

Design Development and Bid Document Phase

- On-going communication and coordination with the Town of Harrietstown, project stakeholders, and the grant administrator

- Conduct a site visit to verify existing conditions and take measurements as necessary if there are any minor changes to the site
- Develop demolition / erosion and sediment control plan, site plan, utility plan and preliminary details of the hockey box and bocce courts
- Compile the plans into a Design Development draft set of plans
- Provide the Town with a Design Development draft for review and comment
- Attend meeting with the Town to review Design Development comments
- Revise design as appropriate based on Town comments
- Prepare final improvement plans, including grading plan, and details as appropriate
- Develop procurement, contracting, general, and technical specifications
- Obtain wage rates as required by the Department of Labor
- Assemble final Project Manual and drawings
- Certify plans and specifications by a New York State Professional Engineer

Bidding Phase

- Oversee the bid process, including the pre-bid meeting, answering questions/RFIs and issuing addendums as needed
- Solicitation of M/WBEs to participate in the bidding
- Attend bid opening, tabulate the bids, analyze the bids and make a recommendation of award
- Prepare contract documents and secure insurance and bonding requirements

Construction Administration

- Attend preconstruction meeting with the selected Contractor and Town representatives
- Respond to Contractor questions and RFIs as requested
- Review and approve shop drawings and submittals
- Interpret the intent of the drawings and specifications to protect the Town against defects and deficiencies in construction on the part of the contractor
- Complete site visits to review work for contract compliance, design intent, quality of workmanship, and material acceptance and provide observation report. Four site visits have been assumed during construction
- Provide requested support for review of applications for payment
- Prepare necessary Change Orders for approval by the Town
- Complete punch list site walk-through with Owner and Contractor
- Obtain project close-out documentation

Assumptions/Exclusions

The following assumptions and exclusions have been made when developing this proposal:

- The existing topographic survey is still valid and applicable for the design effort
- We assume that the contract will be bid under a single prime contract
- We assume that the existing warming hut does not require hazardous material testing since it was constructed well after the lead-based paint and asbestos containing materials bans
- We assume that the Town will conduct demolition of the warming hut as Town services match

- No Stormwater Pollution Prevention Plan is required since the area of disturbance is under an acre

Time Frame

We will submit Design Development drawings for review and coordination 8 weeks from notice to proceed.

Compensation for Professional Services & Reimbursable Expenses

Civil Engineering – Design and Bid Phases

Our lump sum fee for the above scope is \$31,500 for engineering services for the Design and Bid Phases. Reimbursable expenses are estimated to be \$260, and will be billed per Appendix 1 of our standard contract.

Civil Engineering – Construction Administration Phase

Construction Administration phase services will be completed on an hourly basis, per Appendix 1 of our standard contract. Our budget estimate for the CA phase is \$9,925.

Contract

If this proposal is acceptable, please sign the attached contracts, and return one to us at the following address:

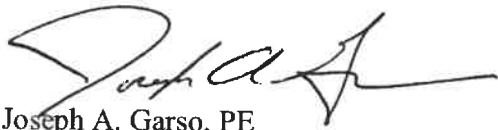
North Woods Engineering, PLLC
348 Lake Street
Saranac Lake, NY 12983

Or email to: jgarso@north-woods-engineering.com

This proposal is valid for 30 days.

Please feel free to call with any questions, and we look forward to the opportunity to work with you on this project.

Sincerely,



Joseph A. Garso, PE

Attachment – Contract

CC: J. Konkoski, LaBella

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



SPECIAL NOTE ON USE OF THIS FORM

This abbreviated Agreement form ("Short Form") is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of potential importance to the parties. Depending on the scope and complexity of the services and the project, the Owner and Engineer may be better served by using the Agreement Between Owner and Engineer for Professional Services (EJCDC® E-500, 2014 Edition), or one of the several special-purpose EJCDC professional services agreement forms.

If the Owner intends to enter into a construction contract for implementation of a design prepared under the Short Form, or otherwise associated with professional services provided under the Short Form, Owner may wish to consider using EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition, and other 2013 EJCDC Construction Series documents. The terms and provisions used in EJCDC® C-700 and the other EJCDC Construction Series documents are consistent with those used in the Short Form.

Copyright © 2015:

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

The copyright for this EJCDC document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of **3/26/2026** ("Effective Date") between **Town of Harrietstown** ("Owner") and **North Woods Engineering, PLLC** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **Harrietstown Rotary Park** ("Project").

Engineer's services under this Agreement are generally identified as follows:

Engineering services for the design, permitting, bid phase and construction administration of the Harrietstown Rotary Park improvements. Please refer to correspondence dated 26 March 2026, with the subject line, "Town of Harrietstown – Rotary Park Improvements".

("Services").

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: **Design Development Plans provided to the Town 8 weeks from a Notice to Proceed**. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until

Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum*

- A. Owner shall pay Engineer for Services as follows:

1. A Lump Sum amount of \$ **31,500 for base design and bid phase services. Construction administration phase services will be completed upon request and invoiced on an hourly basis per our standard rates, with an estimated fee of \$9,925.**
2. In addition to the Lump Sum amount, reimbursement expenses will be invoiced per rates established in Appendix 1. The estimated amount of reimbursable expenses is **\$260**

- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

- 2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

- b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer 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.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's 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 Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.

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

6.01 *Total Agreement*

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

Definitions

- B. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

- C. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

Please note that our terms are 30 days net due. Beyond 30 days, we will assess late fees. If an account reaches 60 days past due, we reserve the right to send it to our collection agency. Therefore, if you cannot meet the 30 day terms, please contact me before signing this contract, and we will be happy to arrange an alternate payment schedule.
Thank you, Joseph Garso, Managing Member

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:

Engineer: North Woods Engineering, PLLC

By:

Print
name:

By:

Print
name:

Joseph A. Garso, PE

Title:

Date

Signed:

Title:

Date

Signed:

Member

Engineer License or Firm's Certificate No. (if
required):

075492

State of:

New York

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

348 Lake Street

Saranac Lake, NY 12983

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **3/26/2026**

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates (Subject to change after 12/31/2026):

LABOR

PRINCIPAL ENGINEER	\$165.00 / HOUR
SENIOR PROJECT ENGINEER	\$135.00 / HOUR
PROJECT ENGINEER II	\$115.00 / HOUR
PROJECT ENGINEER	\$108.00 / HOUR
STAFF ENGINEER II	\$98.00 / HOUR
STAFF ENGINEER I	\$88.00 / HOUR
PROJECT MANAGER	\$80.00 / HOUR
SENIOR TECHNICIAN	\$80.00 / HOUR
TECHNICIAN II	\$70.00 / HOUR
TECHNICIAN I	\$60.00 / HOUR
TECHNICAL ASSISTANT	\$54.00 / HOUR

DIRECT EXPENSES

MILEAGE	PER FEDERAL ALLOWANCES
OUTSIDE PROFESSIONAL SERVICES	COST PLUS 10%
PAPER COPIES (24X36 B&W)	\$4.00 / SHEET
PAPER COPIES (24X36 SOLID COLOR)	\$18.00 / SHEET
PAPER COPIES (18X24 B&W)	\$2.00 / SHEET
PAPER COPIES (18X24 SOLID COLOR)	\$10.00 / SHEET
PAPER COPIES (11X17 B&W)	\$1.00 / SHEET
PAPER COPIES (11X17 SOLID COLOR)	\$4.00 / SHEET
PAPER COPIES (8.5X11 B&W)	\$0.10 / SHEET
PAPER COPIES (8.5X11 SOLID COLOR)	\$2.00 / SHEET
MYLAR COPIES (24X36)	\$25.00 / SHEET
OTHER EXPENSES	AT COST

TERMS

30 DAYS NET DUE

1.5% LATE FEE PER MONTH, \$5.00 MINIMUM PER MONTH

CLIENT IS LIABLE FOR ALL LEGAL AND COLLECTION FEES

Appendix 1, Standard Hourly Rates Schedule.

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2015 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.