



Request for Proposals

Professional Engineering, Design and
Construction Management Services

VILLAGE OF WAVERLY
32 Ithaca Street
Waverly NY 14892



**Village of Waverly NY Forward Public Projects
East Waverly Park Renovation and Broad Street Streetscape Enhancements
Professional Engineering, Design and Construction Management Services
Request for Proposals (RFP)**

BACKGROUND

In 2023, the Village of Waverly was awarded funding through the New York State Department of State (NYS DOS) NY Forward Program to revitalize their downtown. As part of the NY Forward planning process, a Strategic Investment Plan was developed which includes a list of transformative projects to be implemented with NY Forward funding. Within that investment plan are two public projects for the Village of Waverly which include East Waverly Park renovation/improvements and Broad Street streetscape enhancements. The Village of Waverly is seeking qualified professional engineering, design and construction management services for these two public NY Forward projects (referred to collectively as “the Project”). There are several mandatory state requirements that the selected/contracted professional engineering firm conducting NY Forward public projects must meet, which are listed in the STANDARD CONTRACT CLAUSES SECTION of this RFP.

Therefore, the Village of Waverly is soliciting proposals from one or more qualified, professional engineering and construction management firms to design, bid, and manage all facets of the Project. The Village of Waverly is also requiring that all firms submitting proposals include grant administration tasks and costs in the proposal. All costs associated with preparing a response to this RFP are the responsibility of the proposer. You are hereby invited to submit a proposal describing your firm’s qualifications and interest in this work in accordance with the below listed criteria.

GENERAL INFORMATION/CONDITIONS:

Engineering, Design and Construction Management firms submitting proposals (hereafter “Proposer”) shall be able to document their experience in providing Engineering, Design and Construction Management Services to comparable municipalities. Additionally, the Proposers shall document their staff capacity and expertise to meet the requirements of the Village concerning the Project.

For a firm to be considered for engagement, an original plus 10 copies of their proposal must be submitted to:

Michele Wood, Village Clerk/Treasurer
Village of Waverly
32 Ithaca Street
Waverly, NY 14892

Envelopes containing proposals must be labeled as follows:

“ENGINEERING, DESIGN AND CONSTRUCTION MANAGEMENT SERVICES”

The deadline for submission of proposals is **Friday, August 15 by 4:00 PM.**

Proposers are responsible for submitting their proposals to the appropriate location at or prior to the date indicated in the specifications. **No proposals will be accepted after the designated date indicated above.** Any



proposals received after this deadline will be returned unopened to the firm. Delay in mail delivery is not an exception to the receipt of a proposal. The Village Board of Trustees (hereafter "Board") reserves the right to reject any and all proposals submitted or to accept any proposal which, in the opinion of the Board, will be in the best interest of the Village. Delay in mail delivery is not an exception to the receipt of a proposal.

POINT OF CONTACT:

Village RFP documents are distributed by the Village Clerk/Treasurer. The Village Clerk/Treasurer, or designee, shall be the only one authorized to make changes or alterations to anything contained in this RFP. Copies of RFP documents obtained from any other source are not considered official copies. Only those prospective Proposers who obtain RFP documents from the Village Clerk/Treasurer will be sent addendum information, if such information is issued.

Limited requests for clarification or additional information regarding this Request for Proposal are to be submitted in writing prior to the proposal opening. **Verbal questions will not be entertained.** Questions may be submitted via emails. Questions must be submitted at least 72 hours prior to the proposal submission deadline. Failure to do so may result in rejection of the proposals as being unresponsive.

Any substantive requests for information that are received and responded to by the Village will be provided to prospective proposers in the form of an addendum.

All questions concerning this proposal shall be emailed to:

Michele Wood
Village Clerk/Treasurer
Village of Waverly
32 Ithaca Street
Waverly, NY 14892

Email: mwood@villageofwaverly.com

EXPECTED SCOPE OF SERVICES**PROJECT SCOPE**

Project Profiles for the two Village of Waverly public projects can be found Exhibit A, which is an excerpt from the Village of Waverly's NY Forward Strategic Investment Plan for just these two projects. Please refer to the Projects Description sections only in this document. Additional projects details can be found in Exhibit B, the NYS Department of State work plan for these two projects.

Summaries of the project are as follows:

- East Waverly Park – renovation of existing infrastructure and various park improvements including new recreational assets, such as a pickleball court, splashpad, outdoor fitness court and creek side walking trails, among others.
- Broad Street – Streetscape enhancements that create walkability and connections to recreational assets including curb bump-outs, crosswalks, improved sidewalks, signage, pedestrian scale lighting, among others.



DESIGN SERVICES

Services the Proposer shall provide include, without limitation:

- Consult with the Village and provide strategic planning, including cost estimates, state aid estimates and timing/scheduling of construction.
- Make design recommendations to the Village that take into consideration the awarded grant amount, the Village's vision, and the vision and progressive ideas of the Proposer.
- Assist the Village in the selection of consultants (e.g., construction management or enhanced clerk of the works services), where appropriate, for the various projects. Review performance of these groups, making recommendations when necessary.
- In conjunction with the Village, assist with the delineation of responsibilities and duties among the Village, Contractors, Suppliers and others involved in the Project.
- Communicate and coordinate with the design/marketing firm selected by Tioga County Tourism for the design of any signage/branding to ensure a uniform look.
- Review the scheduling of project milestones and documentation with the Village to ensure its timely delivery within budget, schedule and with minimum changes.
- Study alternative systems, manufacturers and vendors of long lead items, to obtain the most economic benefit from a cost standpoint (balancing short- and long-term needs).
- Complete and assist with necessary environmental testing and review, floodplain review, and all other required testing or local permitting reviews.
- Prepare all aspects of the construction documents with the Village. Provide recommendations on relative feasibility of construction methods, materials, labor, phasing, temporary construction, time requirements for procurements and cost evaluation of alternate materials and systems.
- Report regularly orally and in writing to the Village on progress, budgets and schedule. Provide written minutes in a timely manner after all meetings held with Village officials and employees, Village Board members, and community group members.
- Attend and participate at any meetings or public hearings as the Village may reasonably request.
- Assist the Village in establishing cost breakdowns and other controls with which to evaluate the responsiveness and completeness of construction bids received.
- Prepare and submit all reports, notices, and statements as required by New York State and its agencies to evaluate, fund and approve the Project, in accordance with, but not limited to, the requirements of Governor Hochul's NY Forward Initiative, the New York State Historic Preservation Office, Department of Transportation, and Department of Environmental Conservation, and all other involved or permitting agencies.

CONSTRUCTION PHASE/CONSTRUCTION MANAGEMENT SERVICES

- Establish a system of controls requiring specific performance of contractors and vendors, and which will anticipate by means of adequate reporting and documentation, the means to resolve disputes, delays and Change Orders.
- Develop cost models, monitor progress and evaluate proposed changes and their cost impacts during the construction phases of each project.
- Provide full-time, on-site and off-site staff to perform all duties, including, without limitation, communication with contractors to expedite their work, maintenance of quality control and conformance to the contract documents, and tracking of all invoices and payments.
- Evaluate the construction activity, including site visits to monitor the work in progress, review all monthly requisition and payment processes and keep accounts, handle inquiries, keep records, report on schedule



progress and estimated completion cost, prepare punch-lists, administer completion and handover process, and review record drawings, warranties, guarantees, etc., for acceptability.

- Provide all necessary personnel and expertise required for the administration of contracts, negotiation of change orders and resolution of disputes and delays.
- Assist the Village with the testing services and other services retained for the Project.
- Assist the Village with the coordination of activities of the utility companies and the regulatory agencies.
- Expedite the review process after receiving submittals and shop drawings while checking for conformance with the contract documents, maintaining accurate records of accepted shop drawings and submittals.
- Continue progress evaluation, determine effects on the project schedule and make recommendations to adjust the work as required to maintain the accepted schedule.
- Attend/conduct, when necessary, all weekly and specially scheduled job meetings involving the project team; keep and distribute accurate minutes of meetings.
- Establish, maintain and utilize a cost control system for all construction; keep records in a form readily usable by the project team and make recommendations to the Village.
- Review requests for payment from contractors and suppliers against previously established milestones and schedules and work completed.
- Assist contractors to avoid and resolve jurisdictional disputes when and if they occur.
- Prepare and maintain a current master record copy of drawings showing all changes to the contract drawings.
- Collect and organize for delivery to the Village all operating manuals, equipment lists and maintenance manuals required by the Contract Documents.
- Recommend to the Village when inspection(s) to determine substantial completion and final completions and punch-lists should be made, conduct such inspection(s) with the project team and others, as required, and ensure that all punch-list items are corrected.
- Provide regular reporting to the Village and attend and participate at any meetings or public hearings as the Village may reasonably request
- Assist the Village personnel in assuming operation of all systems, including scheduling of instructional sessions by the contractor as required in contract documents.
- Assist the Village in exercising guarantees and warranties.
- Deliver all records, final drawings, documents and other items pertinent to the project to the Village.
- Notify the Village of the suspected presence of hazardous or toxic materials, incomplete work, any failures of contractors to perform work and such other occurrences or conditions as may adversely affect the Project.
- Diligently pursue all contractor closeouts.
- Track and gather information from contractors and other parties as necessary to then prepare and submit all reports, notices, and statements as required by New York State and its agencies to fund and evaluate the Project, in accordance with, but not limited to, the requirements of Governor Hochul's NY Forward Initiative.

MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Any proposal may be withdrawn or modified by written request of the Proposer, provided such request is received by the Village Clerk/Treasurer at the above address prior to the date and time set for receipt of proposals.

**RIGHT TO REJECT PROPOSALS:**

This RFP does not commit the Village to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP, or to procure or contract for services. The Village intends to award a contract which is in the best interest and advantage to the Village and reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified proposers, or to cancel this RFP, in part, or in its entirety, if it is in the best interest of the Village. The Village may select as the successful proposal that proposal which, in the Village's sole discretion and with whatever modifications the Village and the Proposer may mutually agree upon, best meets the Village's needs and requirements whether or not that proposal is the lowest priced. No Proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that the Village, in its sole discretion, shall enter into a contract with the Proposer that it selects as the successful contractor.

RIGHT TO NEGOTIATE WITH PROPOSERS:

The Village Board reserves the right to negotiate with all Proposers and to enter into a contract for services with one or more Proposer on terms and conditions that are in the Village's best interests.

NEGOTIATED CHANGES:

In the event negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.

DURATION OF PROPOSALS:

Proposals must remain in effect for a period of ninety (90) days from the deadline for submission of the proposal.

CRITERIA FOR EVALUATING PROPOSALS:

The Village of Waverly Board of Trustees will use the following scored criteria to review, evaluate and rate the proposals received:

- Qualifications and experience of the Firm and other key personnel, including subcontractors, if applicable.
- Extent of Firm's services offered, and depth and extent of overall resources that are suitable for the Village.
- Confidence in the Firm's provided project examples.
- References/Recommendations from other municipalities regarding similar or relevant projects.
- The Firm's demonstrated project understanding and correlated proposed method of work.
- Reasonableness of the proposed fee related to the Project budget provided.
- Experience and ability of the Firm to manage the project and complete the work on schedule.
- Must have a Landscape Architect and Engineer to be assigned to the projects with the educational background and experience relative to these projects.
- Knowledge of local construction marketplace and experience with major projects.
- Ability to work with other involved parties and firms.
- Familiarity with New York State requirements applicable to the Project.

Those firms considered to be most qualified may be invited to the Village for a limited interview before the final selection is made. Any firm(s) selected for an interview should prepare a brief PowerPoint presentation based on the information requested in this Request for Proposals.



The Village reserves its right to examine any other criteria and take the same under consideration and to reject any firm or proposals despite its compliance with these criteria if it determines that to do so would be in its best interests.

BUDGET

The Proposer's fee shall not exceed the amount as identified in the Village of Waverly's NY Forward Strategic Investment Plan for each project as follows:

East Waverly Park Renovation and Improvements – \$1,196,000

Broad Street Streetscape Enhancements - \$1,260,000

Total Project Cost - \$2,456,000

The Proposer **must** be able to include the cost of providing NY Forward grant management and administration services on behalf of the Village of Waverly within this budget for up to 10% of the total Project cost or \$24,560.

CONTRACT AGREEMENT:

The selected Proposer(s) will be required to agree to and sign a formal written contract between the Village and the Proposer(s) which shall be in a format and contain provisions acceptable to counsel for the Village.

Provisions of this RFP and the contents of the successful response will be used to establish final contractual obligations. It is understood that this RFP and the Proposer's proposal may, at the sole election of the Village, be attached and included by reference in the contract signed by the Village and the successful Proposer(s).

The Village retains the option of canceling the award if the successful Proposer(s) fails to accept such obligations.

STANDARD CONTRACT CLAUSES:

The successful Proposer(s) will be required to enter into a written agreement for services that incorporates the terms and conditions of this RFP, including the following minimum terms and conditions. The submission of a response to the RFP indicates the Proposer agrees to the following terms and conditions for professional services. The Village reserves the right to include additional terms in the final agreement with the successful Proposer(s) and to make changes to the following clauses. In any event, the final contract shall be in a form and contain provisions acceptable to counsel for the Village.

A. Compliance with Law and Standard Practices:

The Proposer shall perform its obligations hereunder in compliance with any and all applicable federal, state and local laws, rules, and regulations, including applicable licensing requirements and applicable Village Board policies as existing and as amended.

B. Statutory Compliance:

The Proposer covenants and agrees to comply in all respects with all federal, state and local laws and ordinances regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages, and human rights.

C. Prevailing Wage Law:

The Proposer will pay prevailing wages and benefits to the extent required by the laws of the State of New York and certify compliance in writing to the Village.



D. MWBE:

The Proposer covenants and agrees to comply with the New York State Minority and Women- owned Business Enterprise requirements as set forth by the New York State Department of State.

E. Assignment or Subletting of Contract:

The Proposer may not assign, transfer, convey, subcontract or otherwise dispose of this Agreement or its responsibility to perform under this Agreement or its right, title or interest in and/or to the same, nor any monies which are or will become due on and payable to it thereunder, nor the power to execute such Agreement to any other person or corporation without the prior express written consent of the Village.

F. Indemnification:

To the fullest extent permitted by law, the Proposer and Proposer's officers, directors, members, partners, agents, employees, and consultants will indemnify, defend with competent counsel and hold harmless the Village, its officers, agents and employees from and against any and all liabilities, claims, damages, judgments or awards and any and all loss or expense (including reasonable attorney's fees) that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law or equity caused or sustained by or because of any omission of duty, negligence or intentional wrongful act on the part of the Proposer, its employees or agents, including subcontractors, in connection with the Agreement.

G. Contract Modifications:

This Agreement represents the entire and integrated agreement between the Village and the Proposer and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the Village and the Proposer. All verbal clarifications, changes, or modifications of the scope or details in the work are to be followed up with written verification and agreement by both parties. The Village reserves the right of final interpretation of any clarifications or modifications relative to the Agreement.

H. Severability:

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

I. Conflict of Interest:

The Proposer hereby covenants and agrees that no member of the Village Board or other Village officer or employee forbidden by law to be interested in this Agreement will directly or indirectly benefit, therefore.

J. Independent Contractors:

The Village and the Proposer are independent contractors and shall have no other relationship. Neither party shall have or hold itself out as having the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other party.

K. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any litigation or other proceeding arising under this Agreement shall be commenced in a court of appropriate subject matter jurisdiction in the State of New York with venue in Tioga County.

L. Confidential Information:

The Proposer shall itself and shall also cause all such persons providing services under this Agreement to preserve and protect all confidential information of the Village to which they may have access during the performance of work under this Agreement.

M. Insurance:

No Proposer shall commence work under this Agreement until it has obtained all the insurance required hereinafter and such insurance has been approved by the Village. The contractor shall not allow any



subcontractor to commence any work on the subcontract until all similar insurance required by the subcontractor has been obtained and approved. Approval of the insurance by the Village shall not relieve or decrease the liability of each contractor. The Village, its officers, employees and agents shall be named as additional insureds on a noncontributory basis under all such applicable policies.

Worker's Compensation and other Mandated Insurance: Each Proposer shall take out and maintain during the life of the contract the statutory Worker's Compensation and Employer's Liability Insurance, and all other insurance required by law, for all of his employees engaged in work under this contract.

Bodily Injury and Property Damage Liability Insurance: Each Proposer shall take out and maintain during the life of the contract a Comprehensive General Liability Insurance Policy for Bodily Injury, including Accidental Death, and Property Damage shall protect the Proposer from claims for damage which may arise from operations under this contract, whether such operations be by Proposer, or by any subcontractor or by anyone directly or indirectly employed by them.

The hazards insured against are listed below:

- Premises-Operations
- Project & Completed Operations
- Explosion & Collapse
- Underground
- Contractual Insurance
- Broad Form Property Damage
- Independent Contractors
- General Liability, including personal and advertising liability
- Automobile Liability, including owned, hired and non-owned vehicles
- Professional Liability
- Umbrella Liability

The required limits of liability coverage on the above listed shall be:

General Liability

Bodily Injury and Property Damage Liability

Each Occurrence	\$000.00
Aggregate	\$000.00

Automobile Liability

Automobile Liability including Hired/Non-owned Autos

Combined Single Limit	\$000.00
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Professional Liability

Each Occurrence	\$000.00
Aggregate	\$000.00

Umbrella Liability

Providing Coverage over General, Automobile and Professional Liability

Each Occurrence	\$000.00
Aggregate	\$000.00

The Proposer must have Professional Liability Insurance. The insurer on all such policies must be licensed to do business in New York State.



- N. The following additional provisions will be required in any final contract, and may not be modified, changed, or altered:
1. The Proposer hereby represents to the Village the following: (a) that the Proposer is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the services required hereunder and performs its obligations hereunder; (b) that Proposer is able to furnish any of the plant, tools, materials, supplies, equipment and labor required hereunder and perform all of its obligations hereunder and it has sufficient experience and competence to do so; (c) that Proposer is authorized to do business in New York and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the services required under this Agreement and the project itself; (d) that Proposer's execution of this Agreement and its performance of it is within its duly authorized powers; and (e) that Proposer's duly authorized representative has visited the project and familiarized him/herself with the local conditions under which the services required under this Agreement are to be performed. Proposer agrees that the representation in this paragraph shall survive the execution and delivery of this Agreement.
 2. Whenever reasonably requested by the Village during the term of this Agreement, and as part of the Basic Services fee hereunder, the Proposer shall attend meetings of the Village Board to advise its Trustees concerning the progress of the Project.
 3. The Proposer's services, as defined herein, shall be provided in a manner and quality consistent with the standard of skill, care and diligence normally practiced by licensed engineering and construction management firms in performing services of a similar nature. Proposer acknowledges that the Village is a municipality and, consistent with the standard of care, the Proposer shall use reasonable care to ensure its services comply with all applicable laws, regulations, and rules as they pertain to the design, bidding and construction of any project as they apply to the Proposer including, but not limited to, the requirements of Article 5-A of the General Municipal Law. The Proposer will consult with the Village or the Village's legal counsel with respect to any questions concerning the applicability or interpretation of such laws and regulations. The Proposer shall perform its services as expeditiously as is consistent with the standard of care. The Proposer shall render decisions in a timely manner pertaining to issues submitted by the Village and/or Contractors in order to avoid unreasonable delay in the orderly and sequential progress of the Proposer's services and/or the Project Work.
 4. The Village shall not be responsible to pay, and the Proposer shall not be entitled to receive, compensation for any Additional Services if such services were required due to the fault of the Proposer or the Proposer's failure to perform in accordance with the terms of this Agreement. If an architectural service was a reasonably foreseeable and necessary service required to complete the project scope, where such service would normally be anticipated by and expected to be performed by the Proposer, then such service shall be deemed to have been included as a Basic Service and will be provided by the Proposer without additional compensation. Engineering, design and construction management services not reasonably foreseeable shall entitle the Proposer to additional compensation.
 5. The Proposer shall make a detailed review of available drawings and other documents depicting existing conditions of the project site to determine site conditions.
 6. Any adjustments to a project schedule shall be void and of no force and effect until such adjustments are agreed to in writing by the Village and the Proposer.
 7. In the event the Proposer objects to the Village's directive or substitution, Proposer shall immediately notify Village in writing, and the parties shall then reach a mutual understanding before work proceeds.
 8. The Proposer shall prepare draft documents for separate construction contracts when required by Article 5-A of the General Municipal Law for review by the Village and its counsel.



9. The Proposer shall include in the construction documents that each prime contractor shall be responsible to provide the Village, prior to the Final Application for Payment being submitted, "As-Built" drawings for their trade as part of the Contractor's basic services.
10. The Proposer shall acknowledge the receipt of each Contractor-generated Request for Information (RFI) submitted in accordance with the Contract Documents as soon as reasonably possible, but no later than seven (7) days after receiving it. The Proposer shall issue a written answer for each RFI simultaneously to the Contractor and the Village (along with necessary descriptive drawings, specifications, or other documents) with the promptness necessary to avoid unnecessary delay or cost to the Project, but in no case more than ten (10) days after the RFI is received by the Proposer.
11. Proposer acknowledges and agrees that Village has, shall retain, and may exercise during the term of this Agreement and thereafter, all rights and remedies available to the Village, whether derived from this Agreement, from statute, or otherwise, as a result of or in connection with the Proposer's breach of this Agreement.
12. The Village and Proposer shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law.
13. The Proposer acknowledges and recognizes that the Village, is utilizing Prime Contractors and subcontractors in performing the work, and that each of the aforementioned parties, including Proposer, may be responsible for causing delays in or damage to the work. Accordingly, to ease resolution of any disagreement or claim involving the parties, Proposer agrees to participate at its own cost and expense in good faith mediation if one of the foregoing parties has a claim arising out of the acts or omissions of Proposer and for which Proposer may be obligated to indemnify the Village, but for which Village may otherwise bear responsibility.
14. Village is tax-exempt and will not pay for or reimburse for any tax where it is exempt, including but not limited to, sales taxes.

PROJECT TIMEFRAME

It is expected that the proposer will complete the Expected Scope of Services within **three years** of executing a contract with the Village of Waverly Board of Trustees.

8 | Renovate East Waverly Park



East Waverly Park: Proposed Conditions.

NY Forward Funding Request and Total Project Cost

NYF Funding Request: **\$1,196,000**

Estimated Total Project Cost: **\$1,196,000**

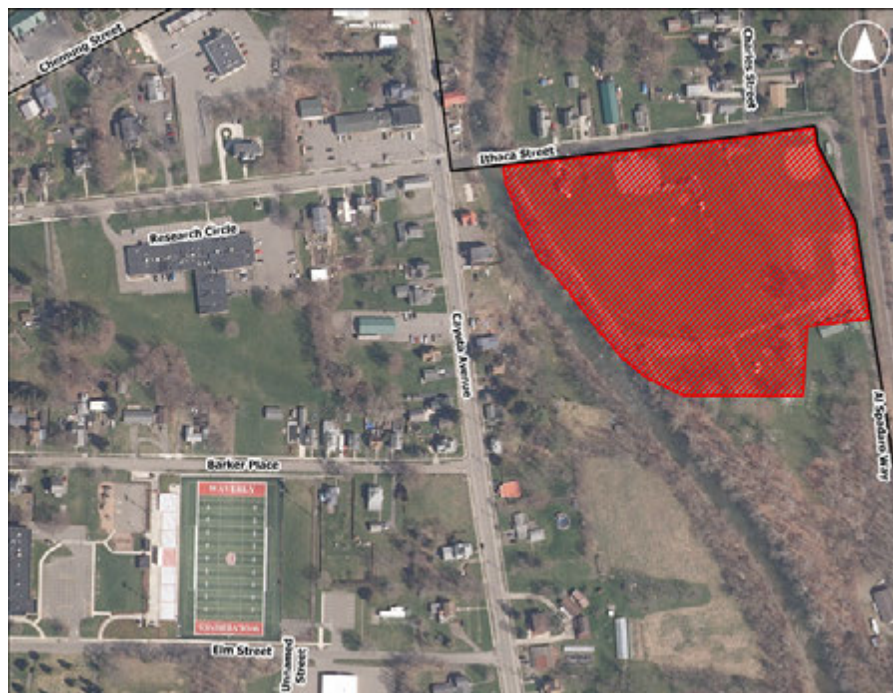
NYF Funding Request as a % of Total Project Cost: **100%**

Project Description

East Waverly Park renovations and upgrades will create a family-and-youth-focused recreation facility. Currently, the park has one baseball field and two softball fields in good condition, a pavilion with a kitchen and restroom facilities that need upgrades, a parking lot and access road that are in disrepair, a single basketball court that is in disrepair, several pieces of outdated playground equipment, several acres of undeveloped forest with over 300 yards of undeveloped creek/water frontage (with “fishing holes”), an equipment storage building, and several security cameras. The Village proposes improvements to the park’s recreational equipment including one or more of the following elements: adding up to four pickleball courts to replace the existing basketball court, adding a fountain/splash pad, developing two miles of walking trails (to be completed in conjunction with the Waverly High School Technology program), stabilizing the stream bed with several points for “fishing holes,” creating a new softball field sized for 3rd and 4th graders, adding new basketball court, constructing a double batting cage near the main ball field, and installing new playground equipment. Installation of the pickleball courts and splash pads are a priority for the Village. Additionally, the Village is proposing infrastructure improvements that include expanding and repaving the parking lot, installing new playground equipment, and upgrading the current pavilion including the kitchen and bathrooms. Completing renovations and upgrades to East Waverly Park will improve the quality of life, especially for young people and families in the Village. The Village’s parks serve as important community gathering spaces that also draw visitors to the area for recreational opportunities.

Project Location

East Waverly Park, Ithaca St, Waverly, NY 14892

**Project Sponsor**

Village of Waverly

Property Ownership

Village of Waverly

Capacity

The Village of Waverly has extensive experience developing, managing, and implementing projects similar to the East Waverly Park renovation. This experience includes a \$500,000 renovation to Waverly Glen, \$1 million construction of DPW building, \$9 million water and sewer infrastructure, \$16 million renovation to water/sewer plant, \$1 million renovation to the former Village Hall, \$3 million redevelopment of the new Village Hall, \$1.5 million in CDBGs, \$15,000 Sidewalk Program, and \$15,000 Bell Project.

Project Partners

The Village of Waverly does not plan to work with any partners on this project.

Revitalization Strategies

NYF STRATEGIES:

- **Promote Waverly’s existing parks and community centers (should be tied to downtown branding to maximize effectiveness).** Waverly’s popular park facilities should be linked to downtown marketing and branding initiatives, with improved wayfinding between community assets and enhanced communications about special events.
- **Develop additional green spaces customized to community needs (e.g., neurodivergent path, dog park, disc golf).** Based on community input during the NY Forward process, along with usage patterns at Waverly’s other park facilities, components such as pickleball courts and a summertime splash pad received the strongest levels of community support.

REDC STRATEGIES:

- **Develop tourism business in the Southern Tier.** The proposed project supports the tourism business by improving upon a beloved community gathering space such that it can become an attraction that will draw visitors to the area for unique recreational opportunities for all ages.

Decarbonization

N/A

Resiliency

The project is located in FEMA Flood Zone AE, which designates areas that fall within the 100-year floodplain. The project area also falls partially within a Regulatory Floodway area. This project preserves open space, and does not result in the creation of any new structures that would be affected by flooding.

Project Synergies

The proposed renovations and upgrades to East Waverly Park will provide additional family-friendly outdoor activities in the Village. Other NYF projects that will support and complement this project are:

- **Marketing and Branding -** Enhanced marketing and branding of the Village will help to create a cohesive look to the downtown area and guide residents and visitors to all of the assets in the Village, including parks.

Public Support

The LPC is in support of this project because it will provide community members with enhanced recreational opportunities. The exciting new recreational amenities will also be a draw to visitors from beyond the Village. This proposed project was presented to community members at a public meeting in the fall of 2023. Community members supported the proposed renovations and upgrades to East Waverly Park.

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Project Feasibility and Impact

The completed renovations and upgrades to East Waverly Park will be an important community asset for children and families to spend more time outside and in a location that is near the downtown corridor. The additional sports courts will also bring in visitors from outside of the Village. Increased visitation of the Village’s parks as a result of the enhanced recreational amenities will also spur economic growth and activity of nearby businesses in the Village core.

Regulatory Requirements

Regulatory requirements include Village of Waverly Code requirements and consultation with New York State Department of Environmental Conservation (NYS DEC) regarding creek access and use.

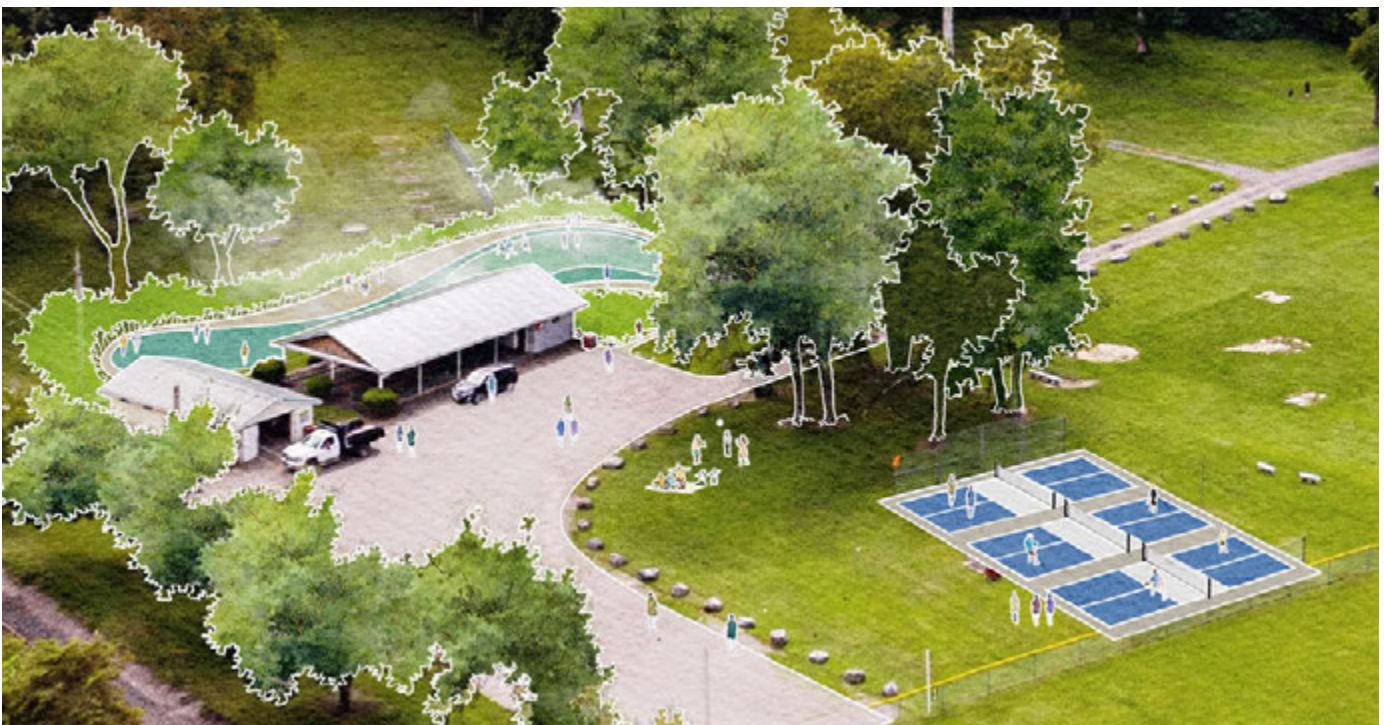
Timeframe for Implementation

PROJECT STATE	TIMEFRAME
Design	6 months
Construction	8 months
Total	14 months
ANTICIPATED START DATE	Q3 2024
ANTICIPATED COMPLETION DATE	Q3 2025

Images of Existing and Proposed Conditions



Current conditions



Proposed conditions

9 | Enhance Walkability and Comfort on Broad Street Through Streetscape Improvements



Broad Street: Proposed Conditions.

NY Forward Funding Request and Total Project Cost

NYF Funding Request: **\$1,260,000**

Estimated Total Project Cost: **\$1,260,000**

NYF Funding Request as a % of Total Project Cost: **100%**

Project Description

The Village of Waverly is proposing streetscape enhancements in downtown Waverly with a particular focus on Broad Street between Loder Street and Pennsylvania Avenue, a corridor that is one of the Village's prime commercial nodes. The proposed elements of this project include the addition of street trees, pedestrian-level street lighting, curb bump-outs, enhanced signage, art installations, landscaping, improved sidewalks, and enhanced crosswalks that will encourage increased use of downtown Waverly by those in the community and visitors. Streetscape improvements will also create safe connectivity between recreational assets and the downtown business district to create a walkable community with physical and visual access to and along the waterfront for public use. Additionally, crosswalk enhancements are proposed at the intersection of Elizabeth Street with Waverly Street and Fulton Street. West of Fulton Street, parking lot improvements are also proposed to occur in coordination with the streetscape enhancements to create an overall cohesive and accessible downtown corridor. Parking lot improvements will solve Waverly's parking issues by improving downtown lots, increasing the visibility of parking areas, and reconfiguring employee parking options to leverage existing underutilized access to downtown businesses and amenities. Physical improvements will include striping, landscaping, upgraded access points via alleyways, improved signage and wayfinding, dry wells, and drainage improvements for stormwater runoff. Accessibility and connectivity of the entire downtown business corridor will be improved through the proposed streetscape and parking lot improvements. Streetscape enhancements at the intersection of Fulton and Broad Street, along with improvements to the parking lot, will support new Evolve NY fast charging stations and create an attractive and accessible open space at a key corner of the downtown.

Project Location

Streetscape Enhancements - Broad Street between Loder St and Pennsylvania Ave + Crosswalks at Fulton & Waverly Streets at Elizabeth Street.

Parking Lot Improvements - West of Fulton Street.

**Project Sponsor**

Village of Waverly

Property Ownership

Village of Waverly

Capacity

The Village of Waverly has extensive experience developing, managing, and implementing projects similar to the East Waverly Park renovation. This experience includes a \$500,000 renovation to Waverly Glen, \$1 million construction of DPW building, \$9 million water and sewer infrastructure, \$16 million renovation to water/sewer plant, \$1 million renovation to the former Village Hall, \$3 million redevelopment of the new Village Hall, \$1.5 million in CDBGs, \$15,000 Sidewalk Program, and \$15,000 Bell Project.

Project Partners

The Village of Waverly does not plan to work with any partners on this project.

Revitalization Strategies

NYF STRATEGIES:

- **Support businesses and events that create downtown activity at different hours.** Notably, the proposed streetscape improvements will complement the proposed Small Business Fund and Branding and Marketing Plan for Downtown Waverly, with all three projects helping to support local business, encourage downtown social and economic activity and improve the visual environment through sustained investments in the downtown core.
- **Introduce streetscape improvements, including enhanced lighting, trees that provide shade, street furniture, accessible mailboxes, and pedestrian safety measures.** The proposed project includes beautification elements such as street trees and landscaping as well as safety measures such as pedestrian-level lighting, sidewalk improvements, and enhanced crosswalks.
- **Improve sidewalk and streetscape maintenance during winter.** Improved drainage for stormwater runoff will help to maintain the streetscape and prevent ice buildup during winter months.
- **Use streets and public spaces for art installations.** Incorporating art installations into sidewalk improvement measures will help create a dynamic and inviting pedestrian experience.
- **Establish safe paths for biking through the village (e.g., one-way streets with dedicated bike paths).** Sidewalk and crosswalk enhancements at the intersection of Elizabeth Street with Waverly Street and Fulton Street will help to improve safety conditions for cyclists.

REDC STRATEGIES:

- **Develop tourism business in the Southern Tier.** Enhanced comfort and walkability on a major corridor such as Broad Street, combined with improved parking conditions, will increase the potential for tourist activity in the area.

Decarbonization

N/A

Resiliency

The project is located in FEMA Flood Zone AE, which designates areas that fall within the 100-year floodplain. The streetscape and parking lot designs will include elements to enhance drainage elements through the introduction of more pervious surfaces and street trees. Additionally, the installation of dry wells in the improved parking areas will capture stormwater runoff and reduce street flooding.

Project Synergies

Upgrades to the fitness center on Broad Street - The proposed visual enhancements to the exterior of the New Image Fitness Center will complement the enhanced streetscape along Broad Street to create a more appealing downtown corridor.

- Update historic building and create upper-level housing on Broad Street - The proposed exterior enhancements to this historic building on Broad Street will complement the improved streetscape along Broad Street to enhance the overall look and feel of the downtown corridor.
- Marketing and Branding - Enhanced marketing and branding of the Village will help to create a cohesive look to the downtown area and guide residents and visitors to all of the assets in the Village.
- Small Project Fund - Streetscape enhancements have the potential to entice property owners to improve building facades and interiors, and in turn, may attract new businesses to the downtown.

Public Support

The LPC and the community strongly support the proposed streetscape and parking lot improvements because it will transform the entire downtown corridor to become more accessible and welcoming for residents and visitors. This proposed project was presented to community members at a public meeting held in the fall of 2023.

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Project Feasibility and Impact

The proposed streetscape enhancements and corresponding parking lot improvements will enhance the overall pedestrian experience in the downtown and draw additional visitors to the area. Specifically, improving upon the pedestrian experience will increase pedestrian and cyclist safety, accessibility, and will improve drainage. Other improvements such as the inclusion of new lighting, seating, and public art will make the area more comfortable and inviting to residents and visitors. Lastly, creating additional parking will allow customers a safe place to park their cars and provide easier access to downtown shops and restaurants.

Regulatory Requirements

The proposed streetscape and parking lot improvements are consistent with the goals of the Village of Waverly 2020 Comprehensive Plan to improve and maintain the downtown's public realm to enhance walkability, and to improve the condition and accessibility of parking in the downtown.

Regulatory requirements will include New York State Department of Transportation approvals, conformance with the Americans with Disability Act requirements for all sidewalks and curb ramps, and the Manual on Uniform Traffic Control Devices requirements for all signage and road markings.

Timeframe for Implementation

PROJECT STATE	TIMEFRAME
Design	10 months
Construction	16 months
Total	26 months
ANTICIPATED START DATE	Q3 2024
ANTICIPATED COMPLETION DATE	Q4 2026

Images of Existing and Proposed Conditions



Current conditions



Proposed conditions

Images of Existing and Proposed Conditions



Current conditions



Proposed conditions