

TOWN OF CLIFTON PARK TOWN BOARD MEETING

May 3, 2021

- I. **DISCLAIMER:** *Due to the current status of the pandemic in our area, entry to the meetings is limited. Please check www.cliftonpark.org for final agenda with updates.* For those who wish to call in please dial Conference Call #: 605-472-5678, Access Code: 991-475# If you are muted after connecting press *6 to speak.

The Town Board meeting can be viewed live by visiting www.cliftonpark.org Scroll down to click on

 **ONLINE BOARD MEETINGS**

- II. **Call to Order/7:00 P. M.**
- III. **Pledge to Flag**
- IV. **Roll Call**
- V. **Approval of Town Board Minutes**
- VI. **Communications/Announcements**
- VII. **Business**
- **Presentation by L. Oliver Robinson – Shenendehowa Central Schools**
 - **Resolutions for Consideration**
- VIII. **Open Public Privilege**

NOTE:

At this time, the Town Board meeting will be open to the public with strict social distancing protocol in place. Please check www.cliftonpark.org for final agenda and updates. All visitors must wear a face mask at all times. Each speaker shall state name and address prior to addressing the Board and shall be granted the floor for a single time frame of up to five minutes. The Board asks that members of the public respect the opportunity of the speaker at the podium to be heard, and asks that the public refrain from conducting side meetings within the meeting room. In an effort to ensure that the widest number of community viewpoints are heard, the Board asks members of groups or the public to withhold comment, if their viewpoints have already been presented. The Board thanks everyone in attendance for their understanding and also for their desire to actively participate in the Town decision making process.

- IX. **Adjournment**

Resolutions for Consideration
Clifton Park Town Board Meeting
May 3, 2021

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Supervisor	Award a bid for an ADA Compliant Shuttle Bus for Matthew's BusAlliance for the Senior Express van service	P. Barrett
2. Planning	Authorize 100% funding in the first instance for the Design and ROW work phase of the Moe Road Multi-Use Path Gap Closure Project	P. Barrett
3. Planning	Authorize professional engineering design services from Environmental Design Partnership for the Town Center Park Phase I	P. Barrett
4. Supervisor	Authorize the hiring of returning and new lifeguards for the 3 town-owned pools for the 2021 pool season	P. Barrett
5. Supervisor	Authorize the Supervisor to sign a renewal of a Memorandum of Agreement with the Shenendehowa Nordic Club	P. Barrett
6. Buildings & Grounds	Authorize the installation of new playground equipment by Gallo Construction Corporation in the Clifton Gardens Park District	P. Barrett
7. Buildings & Grounds	Authorize the hiring of William R. Williams as a part-time laborer for the Dwaaskill Park District	P. Barrett
8. Buildings & Grounds	Authorize the purchase of a Billy Goat Z3000 35 HP stand-on blower from All Seasons Equipment, Inc. for the Clifton Knolls/Mill Creek Park District	P. Barrett
9. Highway	Authorize the hiring of summer seasonal laborers for the 2021 summer season	P. Barrett
10. Supervisor	Schedule a public hearing for the Riverview Landing Sewer District improvements	P. Barrett

Resolution No. _____ of 2021, a resolution authorizing the purchase of an ADA Compliant Shuttle Bus for the Senior Express shuttle service.

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, Town Supervisor, Phil Barrett, has requested authorization for the purchase of a new shuttle bus for the senior van service, per the attached, and

WHEREAS, a request for bids was published, and bids were opened on April 14, 2021, and

WHEREAS, Mr. Barrett has recommended that the 2022 Elkhart Coach ECII with standard equipment and options as per the attached bid submission from Matthews Bus Alliance, Inc. Orlando, FL be accepted to best meet the needs of the Sr. Express, for a price not to exceed \$65,948.00; now therefore be it

RESOLVED, that the Supervisor is authorized to purchase one 2022 Elkhart Coach ECII with standard equipment and options from Matthews Bus Alliance, Inc. 4802W. Colonial Dr., Orlando, FL, per the attached list, and be it further

RESOLVED, that the Clifton Park Town Board hereby authorizes the purchase, in an amount not to exceed \$65,948, to be paid with a transfer from unassigned fund balance (A-914 to A-6772-200 (General Fund – Senior Support - Equipment)).

Alternate # 1 would total \$68,248 with included graphics wrap.



**NOTICE TO BIDDERS
ADA COMPLIANT SHUTTLE BUS**

The Town of Clifton Park is currently seeking sealed bids for an ADA Compliant Shuttle Bus.

Specifications can be obtained from the Town Clerk, One Town Hall Plaza, Clifton Park, New York 12065, between the hours of 9:00 AM and 5:00 PM, Monday through Friday. Or visit online at <https://cliftonpark.org/government/requests-for-bids-and-proposals.html>. Please refer any questions to the Office of the Town Supervisor at 518-371-6651, ext. 240 or email pbarrett@cliftonpark.org. Bids will be received no later than 3:00 PM on Wednesday, April 14, 2021 at the Clifton Park Town Clerk's Office, One Town Hall Plaza, Clifton Park, New York 12065, at which place and time bids will be publicly opened and read.

Total Price \$65,948.00 / Alternate # 1 \$68,248.00

Company's Name Matthews Bus Alliance Inc DBA Matthews Buses Commercial

Company's Address 4802 W Colonial Dr
Orlando, FL 32808

Company's Phone (518) 390-1243

Representative's Name Rich Solano

**SEND TO: Sealed Bid for ADA Compliant Shuttle Bus
Town of Clifton Park Town Clerk
One Town Hall Plaza
Clifton Park, New York 12065**

The ECII Ford

PROUDLY BUILT BY ELKHART COACH



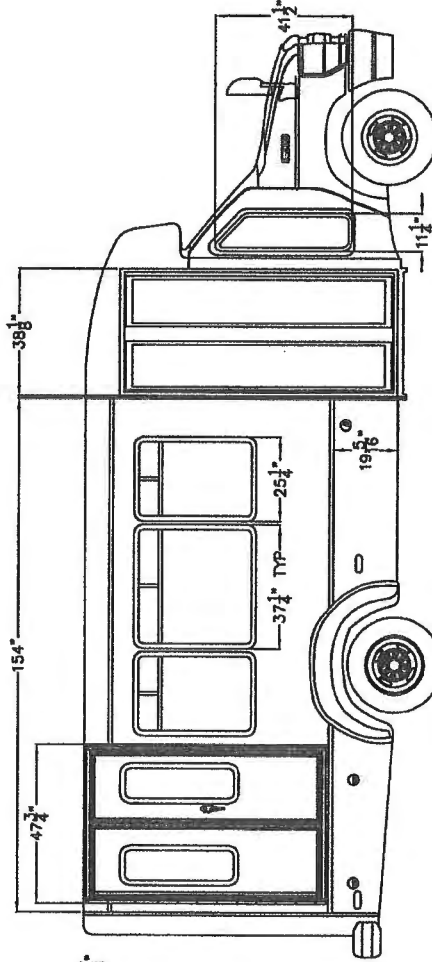
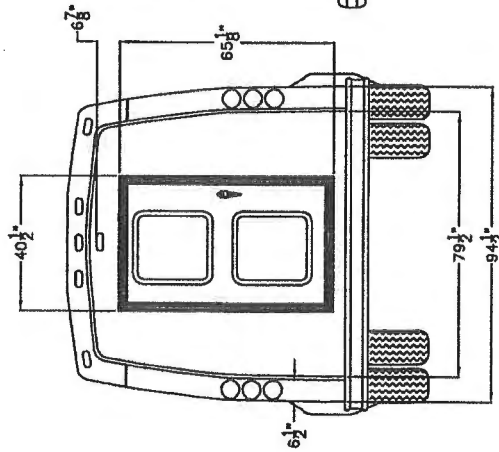
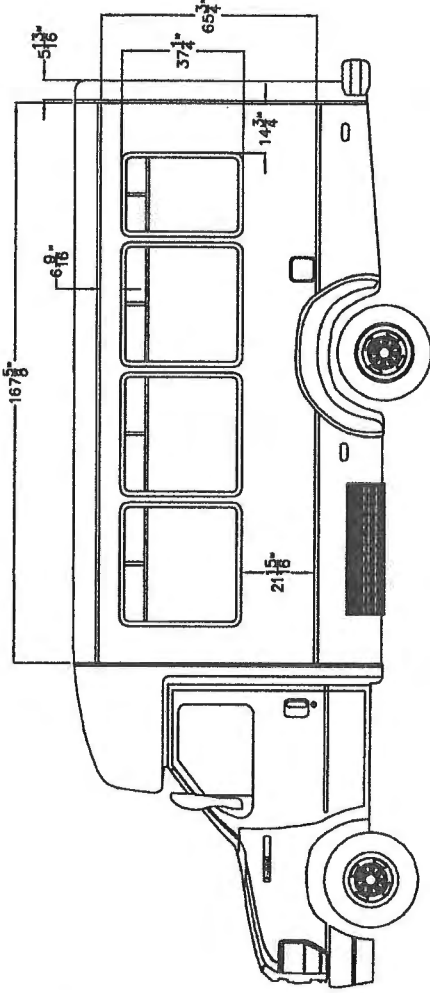
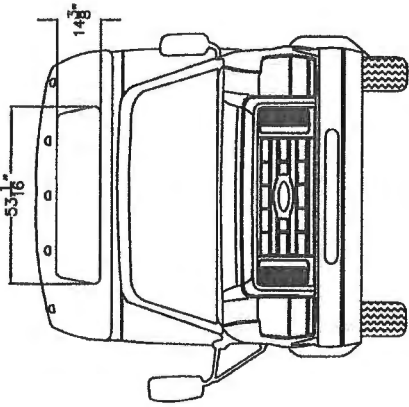
**Manufactured for Longevity
and Excellent Performance**

Built to please and engineered to last, the ECII is manufactured for longevity and excellent performance. Regardless of the length of vehicle, option load or chassis, Elkhart Coach's philosophy of "We Will Sell No Bus Before It's Time" is known throughout the industry, and has made Elkhart Coach the go-to brand for agency contracts and retail customers nationwide.



Meeting America's Transportation Needs
One Customer at a Time

REV	DATE	BY	DESCRIPTION	REV	DATE	BY	DESCRIPTION	REV	DATE	BY	DESCRIPTION



DO NOT SCALE

PROJECTION: **A**

SIZE: **A**

DESCRIPTION: Elevation, Rear Lift 158/270

W.I. NUMBER: 2-27-20

DATE: 2-27-20

SCALE: N.T.S.

REFERENCE: NUMBER

SHEET 1 OF 1

914 County Road 1 North
Elkhart, IN 46514
(574) 527-2700
A DIVISION OF FOREST RIVER

1300-17-0013

REV A

PART NUMBER: NPM

DRAWN BY: NPM

CHECKED BY:

TOLERANCES UNLESS OTHERWISE SPECIFIED ARE:
ELEVATION ± 5/8"
ALL STRUCTURAL ± 1/8"
ANGLE ± 1°

THIS DOCUMENT AND THE INFORMATION CONTAINED HEREIN ARE THE EXCLUSIVE PROPERTY OF ELKHART COACH IT SHALL NOT BE COPIED OR REPRODUCED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO ANY OTHER PARTY WITHOUT THE WRITTEN CONSENT OF ELKHART COACH. IT IS LOANED FOR USE WITH REFERENCE TO OUR WRITTEN CONTRACT WITH OR PROPOSALS SUBMITTED TO ELKHART COACH.

Elkhart Coach



References

Center for Disability Services
Brian Monaco
(518) 817-8282
2010-Present

Liberty ARC
Justin Kreuger
(518) 954-3244
2012-Present

Clinton County ARC
Tom Church
(518) 324-8680
2000s-Present

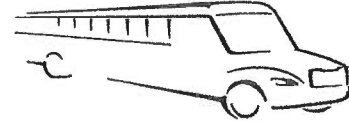
Clinton County Transit
James Bosley
(518) 565-4713
2000s-Present

Matthews Buses Commercial

New York Office
518-390-1243
800-330-1175

www.matthewsbusescommercial.com

Legacy of Trust



New York Regional Office
Office 800-330-1175 ext 433 / Cell 518-390-1243 / www.matthewsbusescommercial.com

Town of Clifton Park NY
1 Town Hall Plaza
Clifton Park, NY 12065

4/14/2021
Quote #RS21EC-TCP01A

BID SUBMISSION | BID OPENING 4/14/21

PROPOSED VEHICLE: ELKHART COACH ECII BUS WITH THE STANDARD EQUIPMENT AND OPTIONS LISTED BELOW

Composite Exterior (Gelcoat)	FMVSS Certified Integrally Welded Steel Bus Body Structure	7 Year / 200K Mile Altoona Tested
Vacuum Laminated Sidewalls	Ventable 36" X 36" Transit T-Slide Windows	One Piece Seamless FRP Roof Panel
White / Light Gray FRP Interior	91" interior width, 77" interior height, 114" exterior height	Undercoated and sealed subfloor
Transit Grade Rubber Flooring	CD Exterior Grade Plywood Flooring with sealed edges	Insulated Roof and Exterior walls
Door Activated Stepwell Lighting	Infinite Track Seating to allow Seat Spacing Modifications	11" Ground to First Step Height
Drivers Modesty Panel Barrier	Circuit Breaker Protected Modular Electrical System	9" Risers, 11" Deep Step Treads
Curbside Modesty Panel Barrier	Dash Mounted Electrical Panel w/ Backlit Transit Grade Switches	Chrome Front Bumper and Grille
High Back Recliner Drivers Seat	LED Tail Lights, Center Brake Light, F&R Overhead Clearance Lights	Dash HVAC / AC & Heating System

THE PROPOSED VEHICLE OFFERS A CAPACITY OF 12 PASSENGER SEATS AND 2 WHEELCHAIRS PLUS THE DRIVER

QTY	DESCRIPTION	
1	2022 Ford E-350 Chassis	Ford E-350 / 12,500 GVWR / 158" WB Chassis, 7.3L Gasoline Engine, 6 Speed Automatic Transmission, 215 Ampere Alternator, Dual Batteries, Dash HVAC, Chrome Bumper, F&R Disc Brakes, Halogen Headlights.
1	2022 Elkhart Coach ECII 22.5	Elkhart Coach ECII 270" Overall Length Bus with Standard Equipment listed above
1	Body Warranty	5 Year/100,000 Mile Forest River Bus Body Warranty Coverage / Includes Body Air Conditioning, Electrical, Lighting, Structure, Doors, Seats, Lift, Trim
*	CHASSIS OPTIONS	
1	RE-ROUTE EXHAUST TO DRIVERS SIDE OF BUS EXITING FORWARD OF THE REAR BUMPER	
1	DRIVERS ENTRY ASSIST RUNNING BOARD CONSTRUCTED OF ALUMINUM DIAMOND PLATE	
1	ENGINE HIGH IDLER / RAISES ENGINE IDLE TO 1500 RPM FOR PROPER ALTERNATOR AND AC PERFORMANCE	
1	FRONT RUBBER MUD FLAP / CURBSIDE / REAR MUDFLAPS ARE STANDARD	
1	COMPLETE FRONT END ALIGNMENT INCLUDING ADJUSTABLE CASTOR AND CAMBER KIT	
*	MIRROR OPTIONS	
1	ROSCO TRANSIT GRADE HEATED AND REMOTE REARVIEW EXTERIOR MIRRORS WITH INTEGRAL LOWER CONVEX	
1	INTERIOR REARVIEW MIRROR / 6" X 16" FLAT MIRROR MOUNTED OVER DRIVER	
*	INTERIOR TRIM	
1	ALUMINUM FLOOR UNDERLAYMENT / BELLYPAN / PROTECTS PLYWOOD FLOORING	
1	STANDEE LINE / WHITE WITH NO STANDEES ALLOWED SIGN / INCLUDED WITH OVERHEAD GRABRAILS	
1	RUBBER FLOORING / GRAY RIBBED RUBBER IN AISLE AND SMOOTH RUBBER UNDER PASSENGER SEATS	
1	HEATED LOWER ENTRANCE STEP	
1	HEADLINER / GRAY AUTO CLOTH WITH GRAY VINYL TRIM AND GRAY VINYL CABLINER	
*	DOOR OPTIONS	

1	ELECTRICALLY CONTROLLED PASSENGER ENTRANCE DOOR / 32" WIDE CLEAR OPENING X 80" HIGH
1	REAR DOOR WITH UPPER AND LOWER WINDOW AND DOOR AJAR BUZZER / 36" WIDE X 60" HIGH
*	CLIMATE CONTROL OPTIONS
1	HEATER / 65,000 BTU CAPACITY HEATER IN PASSENGER COMPARTMENT / FLOOR MOUNT
1	AIR CONDITIONING / 50,000 BTU CAPACITY AC IN PASSENGER COMPARTMENT
1	A/C SPEC: PROAIR, EZ-5 EVAPORATOR (FREE BLOW CEILING MOUNT), CS-2 SKIRT CONDENSER
*	PARATRANSIT OPTIONS
1	INTERMOTIVE WHEELCHAIR SAFETY INTERLOCK AND ENGINE IDLER / PROHIBITS VEHICLE MOTION FOR LIFT OPERATION
1	WHEELCHAIR ACCESS DOOR / DUAL PANEL WITH WINDOWS, AJAR BUZZER, AND ADDITIONAL CURBSIDE LEAF SPRING
1	BRAUN NCL919FIBHB-2 / ADA AND FMVSS COMPLIANT WHEELCHAIR LIFT WITH 34" X 54" PLATFORM
2	Q'STRAIT QRT MAX SYSTEM WITH L TRACK ATTACHMENT / Q-8300-A1-L WITH RETRACTABLE SHOULDER BELT
2	Q'STRAIT STORAGE POUCH / WALL MOUNTED ADJACENT TO THE WHEELCHAIR POSITION
1	MODESTY PANEL FORWARD OF LIFT TO PROTECT PASSENGERS
*	SEATING OPTIONS
1	DRIVERS HIGH BACK RECLINER / FREEDMAN SHIELD WITH LUMBAR SUPPORT AND RIGHT SIDE ARMREST
5	MID BACK DOUBLE PASSENGER SEAT / FREEDMAN SEATING / TWO PASSENGER SEAT
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1	AUDIO / FORD OEM AM/FM/BLUETOOTH/CLOCK RADIO WITH 4 SPEAKERS IN PASSENGER COMPARTMENT
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*	ADDITIONAL OPTIONS
1	BRIGHT WHITE EXTERIOR TO ENHANCE GRAPHICS CONTRAST (MATCHING CHASSIS CAB INCLUDING DOOR JAMBS)
1	BUS IS DELIVERED UNLETTERED / LETTERING AND GRAPHICS AVAILABLE FOR ADDITIONAL FEE
1	NY DMV INSPECTION WILL BE SECURED TO ACCOMODATE REGISTRATION

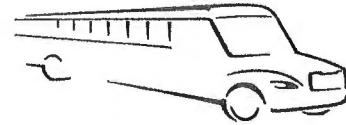
WE ARE PLEASE TO QUOTE EXCLUSIVE OF APPLICABLE TAXES AND DELIVERED TO YOUR FACILITY \$65,948

Quoted by Rich Solano / Commercial Sales Consultant, NY State / rsolano@matthewsbusescommercial.com
All factory concessions have been calculated into this proposal and may require endorsement at the time of delivery.
Delivery is anticipated within 100-150 days of receipt of the completed order. This proposal is valid for 45 days.

Thank You for this opportunity!!

Approval Signature: _____

Legacy of Trust



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4/14/2021
Quote #RS21EC-TCP01

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ALTERNATE BID WITH GRAPHICS WRAP

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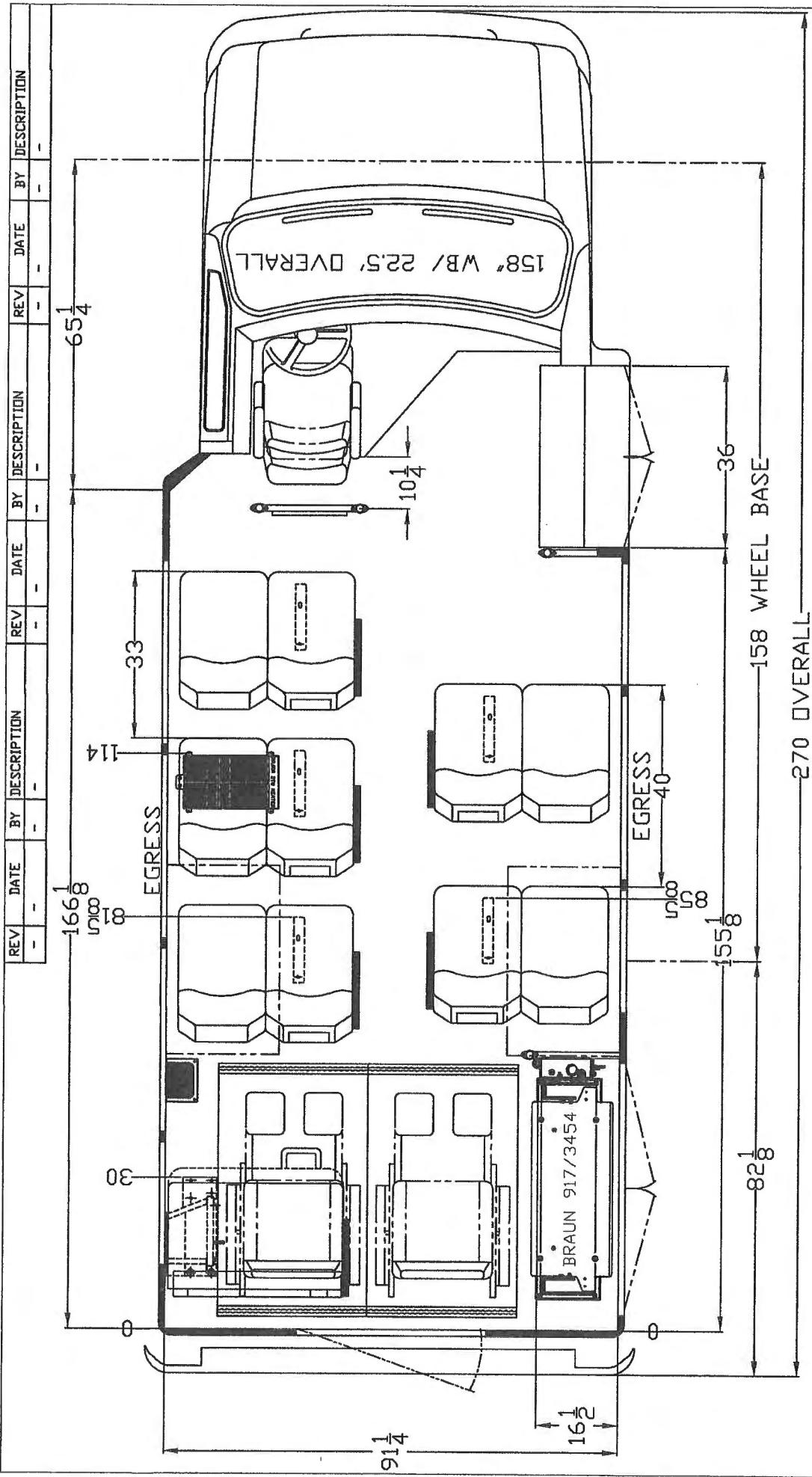
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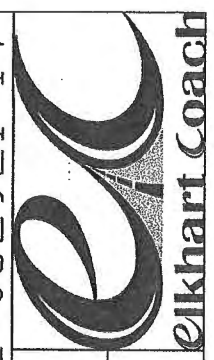
Approval Signature: _____



DEALER SIGNATURE: _____ Q-42-032921-14

REV	DATE	BY	DESCRIPTION	REV	DATE	BY	DESCRIPTION	REV	DATE	BY	DESCRIPTION
-	-	-	-	-	-	-	-	-	-	-	-

PROJECTION Floor plan ECCW 158-270 Rear Lift (Braun917/3454) Standard Floor 12P/2WC/Foldaway		REFERENCE: 914 County Road 1 North Elkhart, IN 46514 (574) 327-2700 A DIVISION OF FOREST RIVER	
W.I. NUMBER 2-25-20	SCALE: N.T.S.	SHEET 1 OF 1	PART NUMBER 900-03-1341
THIS DOCUMENT AND THE INFORMATION CONTAINED HEREIN ARE THE EXCLUSIVE PROPERTY OF ELKHART COACH. IT SHALL NOT BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT OUR WRITTEN CONSENT. IT IS LOANED FOR USE WITH REFERENCE TO WORK UNDER CONTRACT WITH, OR PROPOSALS SUBMITTED TO ELKHART COACH.		DRAWN BY: JOT	CHECKED BY:
SIZE A	DO NOT SCALE		REV -



Resolution No. _____ of 2021, authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, a Project, **CMAQ Moe Road Multi-Use Path Gap Closure, Town of Clifton Park, P.I.N. 1760.82** (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of **80 %** Federal funds and **20 %** non-federal funds; and

WHEREAS, the **Town of Clifton Park** desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of **Design and ROW Incidentals phase.**

NOW, THEREFORE, the **Town Board** duly convened does hereby

RESOLVE, that the Town Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Town Board hereby authorizes the **Comptroller** to pay in the first instance 100% of the federal and non-federal share of the cost of **Design and ROW Incidentals** work for the Project or portions thereof; and it is further

RESOLVED, that the sum of **\$150,122.00 (One hundred fifty thousand and one hundred twenty two dollars and no cents)** is hereby appropriated from (Capital Projects Moe Road @ Grooms Road – Trails – Equipment) H52-07629-200 and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the **Town Board** shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof, and it is further

RESOLVED, that the **Town Supervisor** be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the **Town of Clifton Park** with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project and it is further

RESOLVED, this Resolution shall take effect immediately.

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
 NYSDOT/ State-Local Agreement - Schedule A for PIN 1760.82**

OSC Municipal Contract #: D040304	Contract Start Date: / / (mm/dd/yyyy)	Contract End Date: / / (mm/dd/yyyy) <input type="checkbox"/> Check, if date changed from the last Schedule A
---	--	--

Purpose: Original Standard Agreement Supplemental Schedule A No.

Agreement Type: Locally Administered Municipality/Sponsor (Contract Payee): Town of Clifton Park
 Other Municipality/Sponsor (if applicable):

State Administered *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*

<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share

Authorized Project Phase(s) to which this Schedule applies: PE/Design ROW Incidentals
 ROW Acquisition Construction/CI/CS

Work Type: BIKE/PED./FACILITIES **County** (If different from Municipality): Saratoga

Marchiselli Eligible Yes No *(Check, if Project Description has changed from last Schedule A):*
Project Description: Moe Road Multi-Use Path Gap Closure

Marchiselli Allocations Approved FOR ALL PHASES *All totals will calculate automatically.*

<i>Check box to indicate change from last Schedule A</i>	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<input type="checkbox"/>	Current SFY	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Authorized Allocations to Date		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.*

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
..	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
..	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
..	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
..	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
..	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
1760.82.121	Current	CMAQ	\$71,000.00	\$56,800.00	\$0.00	\$14,200.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
1760.82.221	Current	CMAQ	\$35,796.00	\$28,637.00	\$0.00	\$7,159.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
1760.82.NPS	Current	100% Local	\$43,326.00	\$0.00	\$0.00	\$43,326.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$150,122.00	\$85,437.00	\$ 0.00	\$64,685.00

C. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$
Total Local Deposit(s)	\$ 0.00

D. Total Project Costs All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$85,437.00	\$ 0.00	\$ 0.00	\$64,685.00	\$150,122.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)

Name: Bryan Cross
 Phone No: 518-417-6595

MUNICIPALITY/SPONSOR: Town of Clifton Park

PROJECT ID NUMBER: 1760.82 BIN: _____

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

D040304

Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO D040304

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the Town of Clifton Park (the "Municipality/Sponsor")
acting by and through Board of Supervisors
with its office at One Town Hall Plaza, Clifton Park, NY 12065.

This Agreement covers eligible costs incurred on or after / /.

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Federal aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as CMAQ Moe Rd Multi-Use Path Gap Closure (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal aid funds to the State for the purpose of carrying out Federal aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10(34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, as further amended by Chapter 57 of the Laws of New York of 2014, the State has established the "Marchiselli" Program, which provides certain State-aid for Federal aid highway projects not on the State highway system; and

WHEREAS, funding of the "State share" of projects under the Marchiselli Program is administered through the New York State Office of the Comptroller ("State Comptroller"); and

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WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

WHEREAS, project eligibility for Marchiselli Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the _____ of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Federal aid Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements;
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - New York State Required Contract Provisions
- Appendix "A-1" - Supplemental Title VI Provisions (Civil Rights Act)
- Appendix "B" - U.S. Government Required Clauses (Only required for agreements with federal funding)
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

***Note – Resolutions for Bridge NY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.**

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Local Projects Manual (LPM)" (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

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3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly for a typical project. In all cases, reimbursement requests must be submitted at least once every six months.

4.1 *Federal aid.* NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal aid eligible projects to be located on the Federal Aid Highway System ("FAHS"), except for bridge and safety projects which can be located off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

4.2 *Marchiselli Aid (if applicable).* NYSDOT will request State Comptroller reimbursement to the Municipality of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. Not all Federal aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991 are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs.* To be eligible for Marchiselli Aid, Project costs must: (a) be eligible for Federal participation as described under 4.1 above; (b) be for work which, when completed, has a certifiable service life of at least 10 years; (c) be for work that relates directly and exclusively to a municipally-owned highway, bridge or highway-railroad crossing located off the State Highway System; and (d) be submitted for reimbursement in accordance with 4.2.2.

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4.2.2 *Marchiselli Reimbursement Requests.* A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)) which governs fund disbursements from the issuance of tax-exempt bonds. Hence, expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.2.3 *Marchiselli Extended Records Retention Requirements.*

4.2.3.1 To ensure that NYSDOT meets certain requirements under the Code of Federal Regulations, Part 26, and to ensure that NYSDOT may authorize the use of funds for this project, notwithstanding any other provision of this Contract to the contrary, the Sponsor must retain the following documents in connection with the Projects:

- a) Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property financed with proceeds of the bonds; and
- b) Documents, if any, evidencing the sale or other disposition of the financed property.

4.2.3.2 The Sponsor covenants to retain those records described above, which are used by the Sponsor in connection with the administration of this Program, for thirty-six (36) years after the date of NYSDOT's final payment of the eligible project cost(s).

4.2.3.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this agreement.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding:

- (a) the amount stated in Schedule A for the Federal Share; or
- (b) the amount stated in Schedule A as the State (Marchiselli) share.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To affect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

MUNICIPALITY/SPONSOR: Town of Clifton Park

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5. *Supplemental Agreements and Supplemental Schedule(s) A.* Supplemental Agreements or Supplemental Schedule(s) A may be entered into by the parties and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

MUNICIPALITY/SPONSOR: Town of Clifton Park

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8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

MUNICIPALITY/SPONSOR: Town of Clifton Park

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11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* As to the Project and phase(s) described in the Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal aid and Marchiselli-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

13.1 *Time is of the essence (Bridge NY Projects).* The Municipality/Sponsor understands and agrees that construction of Bridge NY Projects shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Local Projects Manual and in accordance with current Federal and State laws, rules, and regulations.

MUNICIPALITY/SPONSOR: Town of Clifton Park

PROJECT ID NUMBER: 1760.82 BIN: _____

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

D040304

17. *Notice Requirements.*

- 17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
 - (a) Via certified or registered United States mail, return receipt requested;
 - (b) By facsimile transmission;
 - (c) By personal delivery;
 - (d) By expedited delivery service; or
 - (e) By e-mail.

Such notices shall be address as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)

Name: Lorenzo DiStefano P.E.

Title: Regional Local Project Liaision

Address: 50 Wolf Road, Suite 1S50, Albany, NY 12232

Telephone Number: 518-485-1715

Facsimile Number: 518-457-4640

E-Mail Address: Lorenzo.DiStefano@dot.ny.gov

[Municipality/Sponsor] Town of Clifton Park

Name: Jennifer Viggiani

Title: Open Space Coordinator

Address: One Town Hall Plaza, Clifton Park, NY 12065

Telephone Number: 518-371-6651

Facsimile Number: 518-371-1136

E-Mail Address: JViggiani@cliftonpark.org

17.2 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments.

MUNICIPALITY/SPONSOR: Town of Clifton Park

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Authorization forms are available on the State Comptroller's website at www.osc.state.ny.us/epay/index.htm or by email at epunit@osc.state.ny.us. When applicable to State Marchiselli and other State reimbursement by the State Comptroller, registration forms and instructions can be found at the NYSDOT [Electronic Payment Guidelines](#) website.

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), External Programs; and, Title 41 of the Code of Federal Regulations Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act, including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

19.3 28 CFR 35.105, which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition Plan addressing compliance with the Americans with Disabilities Act (ADA).

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Local Projects Manual (LPM), which, as such, may be amended from time to time. Locally administered Federal aid transportation projects must be constructed in accordance with the current version of NYSDOT Standard Specifications; Construction and Materials, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

MUNICIPALITY/SPONSOR: Town of Clifton Park

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF *Saratoga*)

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

By: _____
For Commissioner of Transportation

By: _____
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

COMPTROLLER'S APPROVAL:

Date: _____

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112



Department of
Transportation

ANDREW M. CUOMO
Governor

MARIE THERESE DOMINGUEZ
Commissioner

PATRICK S. BARNES, P.E.
Regional Director

April 7, 2021

Mr. Phillip Barrett
Town Supervisor
One Town Hall Plaza
Clifton Park, NY 12065

**RE: Master Agreement and Resolution –
PIN 1760.82, D040304, CMAQ Moe Rd Multi-
Use Path Gap Closure, Town of Clifton Park,
Saratoga County**

Dear Mr. Barrett:

Enclosed is the proposed Master Agreement and Resolution required for the above subject project. These documents need to be enacted by the Town Board in order for NYSDOT to provide approved Federal funding reimbursements to the Town of Clifton Park for work to be accomplished on the Design and ROW Incidentals phase of your project.

The Office of Taxpayers Accountability and State Operations Office have mandated a new payment process for all Federal Aid/State Aid Projects. All payments will only be made by Electronic Payment (EFT – Electronic Funds Transfer). You are registered with the State Comptroller (OSC) Treasury epay Office. Your SFS Vendor ID is 1000002122. You may contact OSC by Internet at www.osc.state.ny.us/epay/index.htm, by e-mail at epunit@osc.state.ny.us, or by telephone at 518-474-4032.

Instructions

- (A) We have provided you with a single copy of the standardized Federal Local Agreement language, relevant Schedule A, and Schedule B. Please **keep** these documents for your records.
- (B) We have provided you with a single copy of a draft resolution. The Town Board should complete, enact and certify the resolution. You may redraft your own resolutions, but they must contain all the necessary clauses of the enclosed version. **Please do not change the wording of the resolution in any way without checking with this office first. Remember the resolution must identify the source of the funding appropriation.** Please return 3 (three) originals with the required certificates and raised seals. Also, as with the agreement, please keep an additional copy for your records as you will not get a copy of the resolution returned to you.
- (C) Because you are receiving this letter via email, we have provided you with 1 (one) copy of the necessary signature page. Please make 5 (five) copies & return all 5 (five) copies with original signatures, dated and notarized to this office with the above original resolutions. You will get a single original of this page returned to you once the contract is executed by the necessary State officials.

Payment Procedure

The Local Programs Bureau in Main Office has directed that as of July 01, 2012 Sponsors will need to submit requests for reimbursement using online forms located on the NYSDOT PlaFap web-link.

<https://www.dot.ny.gov/portal/page/portal/plafap/view-document?id=1402>

To access the forms, click on **Sponsor Reimbursement Request Forms** under the Form Excel tab.

(The instructions for completing these forms are also on this page.)

At the bottom of the 426 LL Excel Form are pages displaying the various FIN forms that are required depending on the costs being submitted for reimbursement.

Example:

- 1) Form 426 LL is required for all payment requests. (The project information filled in on the old FIN 424 and 424 reverse.) There are blanks for up to 14 PIN extensions. Print only the pages needed. At a minimum pages 1, 2, and 7 are required. They are set to print landscape.*
- 2) Form 427 LL is used to report the Sponsors Cost. (Summary of all project costs both current and prior, by category.)*
- 3) Form 428 LL is the new Sponsor's Payroll Abstract. (Summary of Sponsor Payroll items.)*

Back-up material (vendor bills, wage rates, etc.) should be attached to all payment requests. Please note that there is a six (6) month time limit for receiving 100% federal reimbursement; i.e. work you do in the field within six months of August 26, 2011. After the six-month period, work performed will be eligible for 80% reimbursement.

Final Inspection by DOT

When work is completed, you must notify Dave Martinelli at (518) 485-8846 so a final inspection can be scheduled.

If you have any questions concerning the procedures, please call me (518)485-1715.

Sincerely,



Lorenzo DiStefano, P.E.
Region One Regional Local Project Liaison
Program Development and Management

LD:bc
Enc.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The

Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State

or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwb certification@esd.ny.gov

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES**. In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

¹ The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA²), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.

Additional CFDA numbers for other transportation and non-transportation related programs are:

- 20.215 Highway Training and Education**
- 20.219 Recreational Trails Program**
- 20.XXX Highway Planning and Construction - Highways for LIFE;**
- 20.XXX Surface Transportation Research and Development;**
- 20.500 Federal Transit-Capital Investment Grants**
- 20.505 Federal Transit-Metropolitan Planning Grants**
- 20.507 Federal Transit-Formula Grants**
- 20.509 Formula Grants for Other Than Urbanized Areas**
- 20.600 State and Community Highway Safety**
- 23.003 Appalachian Development Highway System**
- 23.008 Appalachian Local Access Roads**

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

² <http://www.cfda.gov/>

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Resolution No. _____ of 2021, a resolution to authorize Environmental Design Partnership to perform design and construction engineering services for the initial phase of public access improvements and implementation of the Town Center Park Master Plan.

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, by Resolution #25 of 2020, the Town Board adopted a master plan for the Town Center Park on land acquired from the Shenendehowa Central School District, and

WHEREAS, the Town Board wishes to engage an engineering and design consultant to initiate design/planning for park access including parking, pedestrian access along Maxwell Drive, as well as a new trail connection and trail segment on Moe Road, Phase 1 archeological study and associated stormwater improvements, and

WHEREAS, Environmental Design Partnership has submitted a proposal for the first phase of the design for the initial access and stormwater improvements, as well as Phase I archeological studies, and the necessary bid documents for the work, and

WHEREAS, pursuant to the Procurement Policy #5 adopted at the organizational meeting of the Town Board on January 4, 2021, Supervisor Barrett recommends accepting the EDP proposal based upon their qualifications for the services to be rendered and upon recent successful experience the Town Park projects; now, therefore be it

RESOLVED, that the Supervisor is authorized to retain Environmental Design Partnership per the attached scope of work, for design/planning and bid document preparation for the initial phase of development of the Town Center Park per the February 2020 Park Master Plan, in an amount not to exceed \$75,000, and be it further resolved that the comptroller is authorized to transfer \$75,000 from undesignated fund balance (A-00914) to offset costs associated with the proposal.



**ENVIRONMENTAL DESIGN
PARTNERSHIP, LLP.**

Shaping the physical environment

900 Route 146 Clifton Park, NY 12065
(P) 518.371.7621 edpllp.com

October 19, 2020

Mr. John P. Scavo
Director of Planning
Town of Clifton Park
1 Town Hall Plaza
Clifton Park, NY 12065

Regarding: Proposal for Engineering Services
Proposed Town Center Park Phase I
Maxwell Drive
Clifton Park, NY

Dear Mr. Scavo:

The Environmental Design Partnership, LLP (EDP) is pleased to provide you this proposal for engineering services associated with the initial phase (Phase I) of the proposed Town Center Park. EDP's project understanding and associated scope of services are included below.

PROJECT UNDERSTANDING

It is EDP's understanding that the Town of Clifton Park is requesting engineering services associated with the initial phase of the Town Center Park improvements. EDP understands the proposed Park will be designed and constructed in phases due to budgeting constraints.

As discussed during our October 15, 2020 meeting, there is an existing stormwater pond located where the Maxwell Drive Parking Lot is depicted on the concept plans prepared by Beehan Planning and Elan. That stormwater pond collects drainage from the Staples, Panera and former Ruby Tuesday's parking lots, Maxwell Drive and overflow from several adjacent sites and was designed and constructed prior to Phase II stormwater regulations. As discussed during our meeting, the most cost-effective design option for the proposed Town Center Park Maxwell Road parking lot would be to leave the existing stormwater pond as is and slide the proposed parking lot to the west of the stormwater pond. Our proposal is based upon that plan. Alternatively, the proposed parking lot could be constructed in the location of the existing pond as depicted on the Concept Plan with a new stormwater pond constructed within park property. Under that scenario, the new stormwater pond would likely have to be designed in accordance with the updated Phase II stormwater requirements. Relocation of the stormwater pond is not included in this proposal but can be completed, if that option is desired, under a modified or supplemental agreement.

EDP understands from our meeting that the Spine trail work is not to be included in this Phase of the project. EDP does recommend that a smaller segment of trail be included in this phase of project to link the proposed parking lot to the existing unimproved trail network within the park. That proposed segment of trail would be cleared and grubbed but generally left as a natural surface in this phase of the project. A wetland crossing would be included in this phase of the project to allow for that segment of trail.

EDP understands that a formal New York State Department of Environmental Conservation

(NYSDEC) wetland boundary map was certified by the NYSDEC in October 2016. EDP has assumed that the previously approved NYSDEC wetland boundary is still accurate and that a new jurisdictional determination and wetland delineation is not required.

EDP understands that restrooms are proposed in future phases of the project. EDP will incorporate water and sanitary sewer design connections (to be stubbed) from Maxwell Drive through the proposed parking lot area to avoid future trenching in newly constructed areas.

EDP has a completed boundary and topographic survey of the property.

Based upon the above, EDP understands the initial design phase covered in this proposal is to include the following elements:

- Parking lot for Maxwell Drive Park entrance (approximately 50 spaces);
- Lighting for the proposed parking lot;
- Pedestrian connectivity along Maxwell Road and Southside Drive Intersection
- Attractive / focal point entrance to Park
- Stormwater improvements associated with the proposed disturbances (not moving the existing stormwater pond)
- Clearing and Grubbing for segment of a new trail to connect parking lot to the existing trail network including boardwalk over the wetland
- Grading, clearing and grubbing for a segment of trail on the Moe Road side of the Town Center Park.
- Archeological studies for the areas of the park to be developed under this and future phases.

The Town of Clifton Park is requesting an evaluation, design, and preparation of bid documents in support of this phase of the project.

EDP understands that the Town of Clifton Park is requesting construction documents, including full project manuals, test pit observation, bid assistance and construction administration services for this project.

EDP will complete Part I of a full Environmental Assessment Form pursuant to the New York State Environmental Quality Review Act (SEQRA).

EDP has assumed that project disturbances of the overall common plan (this phase and future phases of the project) will exceed one acre such that coverage under the New York State Department of Environmental Conservation (NYSDEC) State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Construction Activities (GP-0-20-001) will be required including preparation of a Stormwater Pollution Prevention Plan (SWPPP).

The property is located within an archeologically sensitive area. As such, a Phase IA/IB archeological study will likely be required and that scope has been included in this proposal.

EDP proposes to complete the following scope of services.

SCOPE OF SERVICES

Task 1 – Review Existing Information and Conduct Additional Field Studies

EDP will review the existing information for the master planned development of the proposed park. EDP will visit the project site to assess areas for stormwater management and treatment. EDP has assumed that the Town of Clifton Park can provide an excavator and operator to advance test pits in the vicinity of the proposed stormwater management areas. EDP will conduct soil infiltration tests in the proposed stormwater management areas and review the soils for depth to groundwater, etc.

Task 2 – Phase IA/IB Archeological Study

EDP will utilize an archeological subconsultant, Hartgen Archeological Associates, to complete a Phase IA/IB investigation for the areas of the property that will be disturbed. The work will include the following:

Initiate Consultation

Hartgen will submit a request for a new Consultation Project through the New York State Cultural Resource Information System (CRIS), which is maintained by the New York SHPO. The submission will include a project description, the project route, and any relevant information known about the APE.

Phase IA Literature Review and Sensitivity Assessment

The Phase IA will entail the following tasks:

- Compile project information including the project size, location, and description of proposed undertaking.
- Review environmental information including soils, bedrock geology, topography and hydrology.
- Conduct a site visit to observe and photograph existing conditions, present land use, and any evidence of prior soil disturbance.
- Consult the Cultural Resource Information System (CRIS) to identify known archeological sites, previous archeological surveys, and National Register listed and eligible properties and districts in the vicinity of the APE.
- Examine historical maps and provide an interpretation of potential historic resources.
- Photograph structures within the APE.
- Assess the archeological sensitivity and potential and provide recommendations regarding

Phase IB Testing

Phase IB Archeological Field Reconnaissance

The Phase IB will entail the following:

- Excavate approximately 230 shovel tests. No archeological testing will occur in areas with standing water, slopes greater than about 12 percent, or surface evidence of significant disturbance.

Shovel Testing Methodology

Shovel tests will typically be excavated at 50-foot intervals. Tests may be excavated at reduced intervals in the vicinity of archeological finds, previously reported archeological sites, or historic map-documented structures to assess their significance. Each shovel test will be 16 inches in diameter. Excavated soil will be passed through 0.25-inch hardware mesh when feasible and will be examined for both precontact (Native American) and historic artifacts. The stratigraphy of each test will be recorded including the depth, soil description, and artifact content. The location of each shovel test will be plotted on the project map. Test excavations will be photographed.

Laboratory Processing

All precontact (Native American) cultural material identified during the fieldwork will be collected. Significant historic artifacts such as glass, ceramics, food remains, hardware, and miscellaneous items will be collected. Coal, ash, cinder, brick, and modern materials will be noted. Artifacts collected will be placed in paper or plastic bags labeled by provenience and inventoried in a bag list. Artifacts will be cleaned and entered into a Microsoft Access database that will be included in tabular format in the report.

This scope of work does not include arranging curation of artifacts with a permanent repository. While Phase I and II artifact collections may include items of historical significance, curation is not typically required by the OPRHP for these phases of study. In New York State curation is generally required only for Phase III data recovery work on sites that have been determined eligible for inclusion on the National Register of Historic Places. Hartgen will dispose of any samples collected during the course of its work in the manner it deems appropriate, unless otherwise instructed at the time of authorization.

Report Preparation

The report(s) will be prepared according to OPRHP's State Historic Preservation Office (SHPO) Phase I Archaeological Report Format Requirements (2005) or another format acceptable to OPRHP. As appropriate, reports will contain text, tables, color maps and photographs, shovel test records, and an artifact inventory. When applicable, separate reports will be prepared for archeological and architectural surveys. Hartgen will provide a PDF version of the draft report for the client's review. The client will compile and submit all comments to Hartgen in a single submission. Hartgen will address one round of comments, making revisions to the report as

appropriate. Hartgen will issue a PDF copy of the final report. A copy of the final report will be uploaded to OPRHP via CRIS.

Task 3 –Construction Documents

EDP will prepare Construction Documents for the initial phase of the project. The plans will generally include the following sheets:

- Cover sheet;
- Notes and legend;
- Existing conditions plan;
- Removals and demolition plan;
- Site/layout plan;
- Grading plan;
- Water and Sanitary Sewer Plan
- Lighting Plan
- Erosion and sediment control plan: and
- Details.

EDP will prepare a Project Manual that includes the contractual requirements (Division 00 and 01) and technical specifications for the project.

A set of the draft plans and project manual will be provided to the Town of Clifton Park for review and comment. Once comments have been received and incorporated, final plans and project manual(s) will be provided to the Town.

Task 4 – Bidding Assistance

EDP will assist the Town of Clifton Park with the bidding process. EDP will complete the following services:

- Answer questions from prospective bidders related to the site/civil elements of the project;
- Prepare addenda as necessary for the site/civil elements of the project; and,
- Evaluate bids and recommend selection.

Task 5 – Construction Administration

EDP will assist the Town of Clifton Park with construction administration during construction. EDP will provide the following construction administration services:

- Response to contractor requests-for-information (RFIs) for site/civil elements of the project;
- Assist in the review of change orders for site/civil elements of the project;
- Assist in the interpretation of contract documents for site/civil elements of the project; and,
- Review of contractor shop drawings and submittals for site/civil elements of the project.

QUALIFICATIONS AND EXCLUSIONS

- The limits of the project scope will generally conform to the property lines. It is understood, however, that utility connections may extend beyond the property lines and within this scope of work are limited to areas immediately adjacent to the site. It is also assumed that there is adequate capacity within existing water supply and sanitary sewer systems for service to the proposed development and that the utility service providers will allow for a new connection. No off-site utility extension design is considered within the scope of this project.
- EDP has excluded wetland delineation and permitting services but can provide those services under a supplemental agreement, if desired.
- Survey is excluded.
- Re-design (moving) of the existing stormwater basin is excluded.
- Geotechnical engineering investigations are excluded.
- EDP has assumed that the Town can provide an excavator and operator to advance test pits for infiltration testing. EDP can provide a machine and operator, if desired, under a supplemental agreement.
- Any and all plans or project documents provided to the Owner or Owner's Contractor prior to final municipal approval or agency review shall be considered preliminary and not to be used for construction or project budgeting. Only those plans bearing the signature and seal of the issuing professional and approving municipal entities shall be used for construction or project financing considerations.
- This proposal does not include full time site construction observation services or survey stakeout associated with construction.
- Any certifications requested of The Environmental Design Partnership, LLP by the Owner or third parties will be qualified or otherwise limited to the scope of service by The Environmental Design Partnership, LLP. Certifications will be based upon both known facts and observations or professional opinion and in no case shall certifications constitute a guarantee or warranty.
- Underground utility investigations are excluded.
- Any work not specifically included in the Scope of Services is excluded.

FEE

EDP proposes to complete the tasks listed above on an hourly basis in accordance with EDP's Charge-Out Rates in effect at the time services are rendered. A copy of our current rates is attached. For your planning and budgeting purposes, EDP recommends the following budgets, by location, be established for the tasks listed above:

<u>Project and Tasks</u>	<u>Budget</u>
1 – Review Existing Information and Conduct Field Studies	\$ 1,500
2 – Phase IA/IB Archeological Investigation	\$10,500
3 – Construction Documents	\$55,000
4 – Bid Assistance	\$ 1,500
5 – Construction Administration	\$ 6,500
<i>Estimated Subtotal</i>	<i>\$75,000</i>

Mr. John P. Scavo
October 19, 2020

ENVIRONMENTAL DESIGN PARTNERSHIP, LLP.
Shaping the physical environment

Billing statements will be mailed monthly for the percentage of work completed during the previous calendar month. Payment is requested within thirty (30) days of the billing date. A finance fee of 1.5 percent per month will be assessed on any balance not paid within thirty (30) days. Any disputed billings must be brought to the attention of EDP, in writing, within fourteen (14) days of the billing, otherwise it will be assumed that the billing statement is accurate and acceptable.

Phases will not be billed individually. The individual tasks within each phase will not be tracked and billed separately. EDP will assess a 15% handling charge to process subcontractor charges and their associated invoices. You may elect to retain the subcontractor directly to eliminate this charge. The fee for professional consulting services may be adjusted by deletions or additions to the scope of work at your request.

If this proposal for professional consulting services is acceptable, please sign and return one copy to our office at your earliest convenience. Please contact us at (518) 371-7621 if you have any questions or require any additional information. Thank you for your consideration and we look forward to working with you on this project.

Very truly yours,

The Environmental Design Partnership, LLP



Brian P. Osterhout, P.E.

C: Billing Rates

Authorization to Proceed (Client Signature)

Date

THE ENVIRONMENTAL DESIGN PARTNERSHIP, LLP.
HOURLY CHARGE-OUT RATES
AS OF
JANUARY 1, 2020

Partner, P.E., L.A., P.L.S.	\$160 to \$180 per hour
Associate, P.E., L.A., P.L.S.	\$110 to \$160 per hour
Project Engineer	\$90 to
Project Landscape Architect	\$135 per hour
Project Surveyor	
Technician	\$75 to
Assistant Design Professional	\$95 per hour
Environmental Resource Specialist	\$85 per hour
Survey Crew	\$145 to \$225 per hour
Survey Assistant.....	\$65 to \$80 per hour
Construction Inspection Services	\$85 to \$105 per hour
Secretarial/Bookkeeper	\$65 to \$75 per hour
Direct Costs:	
Aerial Photography Fee (drone)	\$400 per flight
Aerial Survey Fee (drone)	\$50 per acre (\$500 min)
GPS Zeno 20 Field Unit.....	\$65 per hour
Mileage	\$0.55 per mile
Large format print charges – Black and White	\$0.50 per sq ft
Color	\$1.50 per sq ft

Resolution No. _____ of 2021, a resolution hiring seasonal Lifeguards and Head Lifeguards for the 2021 Summer Season for Barney Road, Country Knolls and Locust Lane Pools.

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, the Town Board wishes to hire Lifeguards and Head Lifeguards to maintain a safe environment at the town pools, as well as assist in the management of those pools at Barney Road, Country Knolls and Locust Lane Pools, and

WHEREAS, the Supervisor has recommended that the attached lists of individuals on Schedules A, B, and C be hired on the stated start dates as Lifeguards and Head Lifeguards at the attached rates; now, therefore be it

RESOLVED, that the individuals attached shall be hired as Lifeguards and Head Lifeguards for the Barney Road, Locust Lane and Country Knolls Pools for the 2021 season, to be paid at the rates as attached.

Schedule A

Lifeguards 2021 Rehire BR-LL

Returning

First	Last	Address	City/State	Pool	Title	2020 Step	Rate	2021 Step	Rate
Matthew	Burns	13 Tintagle Way	Rexford, NY 12148	Barney Road	Life Guard	2	\$10.75	3	\$12.75
Jackson	Davis	13 Berkshire Drive West	Clifton Park, NY 12065	Barney Road	Life Guard	4	\$11.25	5	\$13.25
Jonathan	Eisnor	30 Addison Way	Rexford, NY 12148	Barney Road	Life Guard			2	\$12.50
Elizabeth	Erno	4 Cherry Hill Ct	Clifton Park, NY 12065	Barney Road	Life Guard	2	\$10.75	3	\$12.75
John	McQuade	10 Par Del Rio	Clifton Park, NY 12065	Barney Road	Life Guard	3	\$11.00	4	\$13.00
Lauren	Pendergast	8 Nottingham Way North	Clifton Park, NY 12065	Barney Road	Life Guard	2	\$10.75	3	\$12.75
Mary	Perkinson	23 Inverness Lane	Clifton Park, NY 12065	Barney Road	Life Guard	2	\$10.75	3	\$12.75
Xavier	Silaika	39 Addison Way	Rexford, NY 12148	Barney Road	Life Guard	1	\$10.75	2	\$12.50

First	Last	Address	City/State	Pool	Title	2020 Step	Rate	2021 Step	Rate
Nathan	Constable	27 Redfield Park	Clifton Park, NY 12065	Locust Lane	Life Guard	4	\$11.25	5	\$13.25
Emily	Hayes	32 Michelle Drive	Clifton Park, NY 12065	Locust Lane	Life Guard	5	\$11.50	6	\$13.50
Rachael	Hughes-Robillaro	52 Sterling Heights Drive	Clifton Park, NY 12065	Locust Lane	Life Guard	1	\$10.75	2	\$12.50
Grace	LaFleche	9 Locust Lane	Clifton Park, NY 12065	Locust Lane	Life Guard	2	\$10.75	3	\$12.75
Gabriela	Llera	11 Wildwood Court	Clifton Park, NY 12065	Locust Lane	Life Guard	1	\$10.75	2	\$12.50
Demetra	Mouzakes	6 Kline Court	Clifton Park, NY 12065	Locust Lane	Life Guard			2	\$12.50
Thomas	Rizzo	8 Hazeltine Lane	Clifton Park, NY 12065	Locust Lane	Life Guard	1	\$10.75	2	\$12.50
Tyler	Rossi	12 Locust Lane	Clifton Park, NY 12065	Locust Lane	Life Guard	1	\$10.75	2	\$12.75
Bryan	Spence	4 Midland Court	Clifton Park, NY 12065	Locust Lane	Life Guard	2	\$10.75	3	\$12.75
Alison	Sposili	48 Jamison Drive	Clifton Park, NY 12065	Locust Lane	Life Guard	1	\$10.75	2	\$12.50
Lauren	Sposili	48 Jamison Drive	Clifton Park, NY 12065	Locust Lane	Life Guard	4	\$11.25	5	\$13.25

Schedule B

Lifeguards 2021 Rehire CK

Returning

First	Last	Address	City/State	Pool	Title	2020 Step	Rate	2021 Step	Rate
James	Altenburger	16 Muirfield Lane	Clifton Park, NY 12065	Country Knolls	Life Guard	4	\$11.25	5	\$13.25
Caitlin	Barrow	16 Carlyle Court	Ballston Lake, NY 12019	Country Knolls	Life Guard	2	\$10.75	3	\$12.75
Sara	Casale	3 Tamian Pass	Ballston Lake, NY 12019	Country Knolls	Life Guard	3	\$11.00	4	\$13.00
Scott	Dochat	22 Hearthside Dr	Ballston Lake, NY 12019	Country Knolls	Life Guard	2	\$10.75	3	\$12.75
Norah	Eisnor	30 Addison Way	Rexford, NY 12148	Country Knolls	Life Guard	1	\$10.75	2	\$12.50
Maureen	Fieldhouse	21 Outlet Road	Ballston Lake, NY 12019	Country Knolls	Life Guard	2	\$10.75	3	\$12.75
Colin	Fitzgerald	8 Sun Valley Ln	Clifton Park, NY 12065	Country Knolls	Life Guard	2	\$10.75	3	\$12.75
Samantha	Killian	52 Outlook Dr South	Mechanicville, NY 12118	Country Knolls	Life Guard	2	\$10.75	3	\$12.75
Gloria	Kokkinides	12 Oxford Park	Ballston Lake, NY 12019	Country Knolls	Life Guard	2	\$10.75	3	\$12.75
Nickolas	Kokkinides	12 Oxford Park	Ballston Lake, NY 12019	Country Knolls	Head Life Guard	5	\$12.20	6	\$14.20
Elizabeth	Morgan	4 Evergreen Terrace	Ballston Lake, NY 12019	Country Knolls	Head Life Guard	5	\$12.20	6	\$14.20
Nicholas	Pascual	13 Pinehurst Dr	Clifton Park, NY 12065	Country Knolls	Life Guard	1	\$10.75	2	\$12.50
Eric	Scott	8 Hilltop Hollow Drive	Ballston Lake, NY 12019	Country Knolls	Life Guard	4	\$11.25	5	\$13.25
Mia	Scott	8 Hilltop Hollow Drive	Ballston Lake, NY 12019	Country Knolls	Life Guard	2	\$10.75	3	\$12.75
Talia	Spenziemo	55 Gloucester St	Clifton Park, NY 12065	Country Knolls	Life Guard	1	\$10.75	2	\$12.50
Colin	Yates	22 Terrace Court	Ballston Lake, NY 12019	Country Knolls	Life Guard	5	\$11.50	6	\$13.50
Michael	Yates	22 Terrace Court	Ballston Lake, NY 12019	Country Knolls	Life Guard	2	\$10.75	3	\$12.75

Schedule C

New Lifeguards 2021



First	Last	Address	City/State	2021 Step	Rate
Emma	Claypool	26 Lakewood Drive	Ballston Lake, NY 12019	1	\$12.50
Abigail	Schlegel	6 Sage Court	Ballston Lake, NY 12019	1	\$12.50
Conor	Compton	21 Lee Ave	Rexford, NY 12148	1	\$12.50
Jessica	Leonard	8 Oxford Park	Ballston Lake, NY 12019	1	\$12.50
Emery	Van Heusen	8 Morningdale Ct	Ballston Lake, NY 12019	1	\$12.50
Parker	Caswell	10 Olden Court	Ballston Spa, NY 12020	1	\$12.50
Michael	Kokkinides	12 Oxford Park	Ballston Lake, NY 12019	1	\$12.50
Jaden	Homan	22 Fairhill Rd	Clifton Park, NY 12065	1	\$12.50
Chloe	Hanley	24 Torrey Pines	Clifton Park, NY 12065	1	\$12.50
Mary	Sinnot	7 Parkway Circle	Ballston Lake, NY 12019	1	\$12.50
Ella	Simpson	54 Lake Rd	Ballston Lake, NY 12019	1	\$12.50
Isabel	Adams	206 Scotchbush Rd	Burnt Hills, NY 12027	1	\$12.50
Sophie	Silaika	39 Addison Way	Rexford, NY 12148	1	\$12.50
Gary	Mongiardo	2 Horseshoe Drive	Saratoga Springs, NY 12866	1	\$12.50
Michael	Gutchell	55 Orchardview Drive	Halfmoon, NY 12065	1	\$12.50

Resolution No. _____ of 2021, a resolution authorizing the renewal of a Memorandum of Agreement with Shenendehowa Nordic Ski Club.

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, the Town owns Kinns Road Park and Garnsey Park as Park properties which are popular with hikers, runners and cross country (Nordic) skiers during winter seasons, and

WHEREAS, the Town acquired Garnsey Park in 2005-20007, and dedicated the land as public parkland by resolution 249 of 2007, and

WHEREAS, the Shenendehowa Nordic Club has acquired specialized equipment, including a snow mobile, sled, groomer, and trailer to transport equipment for the purpose of grooming cross-country ski trails without conflict with other uses, and

WHEREAS, the club utilized their equipment and manpower since the 2017-2018 winter season to expand trail grooming to Garnsey Park as well as Kinns Road Park to provide additional opportunities for cross-country skiers, and ski teams, snowshoers, and walkers, alike, pursuant to an agreement approved by Resolution No. 18 of 2018, and

WHEREAS, the Town Board supports the Shenendehowa Nordic Club's volunteer efforts and activities which provide additional opportunities for outdoor recreation at Garnsey Park and Kinns Road Park and wishes to re-new the agreement with the Club for an additional three-year term, now, therefore be it

RESOLVED, that the Supervisor is authorized to execute the attached Memorandum of Agreement with the Shenendehowa Nordic Club for trail grooming services for ski seasons through March 2024.

Memorandum of Agreement

BETWEEN THE SHENENDEHOWA NORDIC SKI CLUB & THE TOWN OF CLIFTON PARK to deliver cross-country ski grooming services to Garnsey Park and Kinns Road Park for Winter Seasons through March 2024.

WHEREAS, The Town is a Municipal Corporation, with offices at One Town Hall Plaza, Clifton Park, New York 12065, and

WHEREAS, The Town manages Kinns Road Park through a management agreement with the County of Saratoga, and

WHEREAS, The Town acquired the lands now known as Garnsey Park through contracts approved by Resolution 95 of 2005, and resolution by Resolution 162 of 2007, and dedicated the parcels together as Public Parkland by Resolution 249 of 2007, and

WHEREAS, the Town Board supports the use of the parks for active and passive recreation consistent with the natural environment and resources of the park properties, and

WHEREAS, the Shenendehowa Nordic Club, (SNC) is a not-for-profit, organization registered with the New York State Charities Bureau, as a charitable organization whose mission is to create opportunities for Nordic skiing sports in the community for youth and adults, and which includes support for the Shenendehowa Central School District's high school (Varsity and Junior Varsity) and Modified (7th and 8th grades) sports teams that participate in scholastic competitions in the region and state. The current teams support approximate 50 youth, and the club is working to grow the sport interest as well.

WHEREAS, SNC has raised funds to purchase specialized equipment for the grooming and maintenance of cross country ski trails, and other winter activities, including specialized snowmobile with ski track attachment, and ,

WHEREAS, the SNC proposes to provide dedicated volunteer staff to conduct perform ski and snowshoe grooming services at Kinns Road Park and Garnsey Park for the 2018 Winter ski season as a pilot program, at no charge to the Town, and

WHEREAS, Town staff are familiar with the Club member's dedication to the successful grooming operations at Kinns Road Park over the past several years, and The Town Board wishes to support winter activities, including Nordic Skiing at both parks.

Therefore, be it AGREED

1. SNC members Jim Flaherty, Charlie Huff, and Darryl Caron may groom Cross Country ski trails for youth and adults at Kinns Road and Garnsey Parks during the winter snow seasons through the end of this agreement, including areas for all techniques of cross country skiing, snow shoeing and for walkers as well, and
2. SNC members will utilize club owned equipment, including snowmobile trailer and hitch to transport equipment to and from each park, to groom such trails on public lands at no charge to the Town or the Public.
3. All lands and trails groomed by Club members will continue to be open to the Public at all times.
4. The Club will groom trails such that both winter walking conditions and ski conditions are enhanced, with adequate room on one side of each trail left for snow shoers and walkers on one side, with ski tracks on the other. Signage informing the public of the dual use of designated trails, approved by the Town Department of Buildings and Grounds, shall be placed by the Club.
5. SNC equipment will be stored off site, and transported to each park by SNC personal using SNC vehicles, trailers and equipment.

6. Grooming activities shall be performed during daylight hours, as warranted in the estimation of the SNC. Grooming will not occur prior to 7:00 A.M. in residential areas.

7. The Club will carry Liability Insurance coverage in the amount of \$2,000,000, naming the Town of Clifton Park as an additional Insured.

8. SNC hereby agrees to indemnify and Hold the Town of Clifton Park harmless against any claims, causes of Action or suits arising out of SNC's Grooming or trail maintenance activities at the Parks.

9. The Term of this agreement covers the winter seasons through April 1, 2024.

10. The Town agrees to hold SNC harmless if SNC is unable to perform the snow grooming activities, and SNC may cancel this agreement upon any reasonable notice.

For the Town

For Shenendehowa Nordic Club

Date:

Date:

Resolution No. _____ of 2021, a resolution authorizing Gallo Construction Corp, of Watervliet, NY to supply and install playground equipment at the George T. Smith Park in the Longkill II Park District.

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, the Town Board, as commissioners of the Clifton Gardens Park District, wish to authorize improvements to the playground equipment at the Clifton Gardens Park, and

WHEREAS MJ Engineering and Land Surveying, P.C. solicited bids which were received on March 24,2021, and

WHEREAS, Gallo Construction Corp, 50 Lincoln Ave., Watervliet submitted the lowest responsive quote to supply and install the equipment in an amount not to exceed \$57,818.00, and

WHEREAS, there are sufficient funds in the park district's assigned fund balance to complete the work as submitted; now, therefore be it

RESOLVED, that Gallo Construction is authorized to supply and install playground equipment as specified in the attached bid documents for the Clifton Gardens Park, not to exceed \$57,818.00, to be paid with a transfer of \$32,818.0 to cover the cost of the purchase, from SP6-915 [Assigned Fund Balance] to SP2-7121-200 [Clifton Gardens Park District – Equipment].



April 7, 2021

Mr. Phil Barrett, Supervisor
Town of Clifton Park
1 Town Hall Plaza
Clifton Park, NY 12065

RE: **Clifton Gardens Playground Improvements
Town of Clifton Park
Post-Bid Analysis**

Dear Supervisor Barrett,

M.J. Engineering and Land Surveying, P.C. (MJ) has reviewed the bids received on March 24, 2021 for the above referenced project. MJ has performed an evaluation of the bid submitted by the apparent low bidder, Gallo Construction Corp. of Watervliet, NY. Gallo's bid is \$57,818.00 for the work of the contract which includes site improvements and installation of playground equipment at the Clifton Gardens Park.

Prior to bidding, MJ presented the Town and the Parks District Committee with cost estimates for the project comparing two similar playground sets by PlaygroundEquipment.com and Superior Playgrounds. The project estimates were \$48,158.00 and \$58,392.00, respectively. After review by the Parks District Committee, MJ specified the lower cost, PlaygroundEquipment.com product in the final bid specifications.

The project received a total of two competitive bids. Table 1 includes the final bid tabulation and comparison to the final cost estimate. The apparent low bidder is approximately 12.2% higher than the construction estimate, which is within an acceptable range of variability. However, bid prices and project scope were discussed with both bidders to determine the discrepancy.

A conversation with Gallo Construction Corp indicated that they were unable to get a satisfactory response from PlaygroundEquipment.com when preparing their bid and received only a product price quote from Superior Playgrounds. As a result, they proposed on a playground set comparable to the higher budget estimate previously presented by MJ to the Town. Given this condition, the bid provided by Gallo Construction is less than 1% less than the project estimate.

Table 1 Bid Results		
Bidder	Bid Total	Difference from MJ Estimate (%)
<i>Final Construction Estimate</i>	\$48,158.00	-
Gallo Construction Corp	\$57,818.00	+12.2%
Borderline Excavation & Fence	\$74,900.00	+37.7%

Additionally, we have reviewed the list of projects provided by Gallo Construction. The list contains projects of similar size, type and complexity to this project and demonstrates that the low bidder meets the project specific experience requirements. The low bidder has a satisfactory history of overall performance, including quality of work and adherence to project schedule. Additionally, the low bidder has no history of default on any work.

It is MJ's understanding that the Parks Committee may elect to rebid the project. Based upon MJ's review and conversations with the two bidders, we caution the Town against rebidding the project without modifications to the scope. It is unlikely that significantly lower bids will be received for the scope of work identified.

In the event that the Town and Parks District Committee wish to maintain the current scope of work, we recommend awarding the construction contract for the Clifton Garden Playground Improvements Project to Gallo Construction Corp of Watervliet, NY as their bid has been deemed to be fair and reasonable, and they are qualified to perform the work in which they bid. Alternatively, if the Town wishes to reduce the scope of work and



Mr. Phil Barrett
April 7, 2021
Page 2 of 2

rebid the project, MJ is happy to discuss options with you.

Please do not hesitate to contact me if you have any questions.

Best Regards,

A handwritten signature in black ink that reads 'Jenny Lippmann'.

Jenny Lippmann, PE
Associate / Project Manager

Resolution No. _____ of 2021 a resolution authorizing the hiring of 2021 summer help for the Dwaaskill Park District.

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, openings exist for seasonal landscaping work in the Dwaaskill Park Districts;
and

WHEREAS, Daniel Clemens, Director of Buildings, Parks, and Recreation, has recommended that William Williams, 714 Bruno Road, Apt. A be hired to fill the position; now therefore, be it

RESOLVED, that William Williams be hired, for light maintenance work in the Dwaaskill Park District for Buildings and Grounds for the summer of 2021, effective immediately, to be paid \$16.00/hour from SP4-7135-E4000 for a total amount for the season not to exceed \$2,500.00.

Resolution No. _____ of 2021, a resolution the purchase of a Billy Goat Z3000 stand-on blower from All Seasons Equipment for use by the Buildings and Grounds Department in its maintenance of the Clifton Knolls/Mill Creek Park District.

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, quotes were received on March 22, 2021, and

WHEREAS, All Seasons Equipment, 60 Freemans Bridge Road, Scotia, NY submitted the lowest conforming quote in the amount of \$9,849.00 for a Billy Goat Z3000 blower, and

WHEREAS, Daniel Clemens, Director of Buildings, Parks, and Recreation has reviewed the quotes and recommends accepting the quote which was submitted by All Seasons Equipment, Scotia, New York; now, therefore, be it

RESOLVED, that the Town Board, authorizes the purchase of a Billy Goat Z3000 stand-on blower from All Seasons Equipment for use at the Clifton Knolls/Mill Creek Park District in an amount not to exceed \$9,849, to be paid from SP#-07131-200 (Clifton Knolls Park District – Clifton Knolls PD - Equipment).

**Town of Clifton Park
Buildings and Grounds**

Quote Cover Sheet

DATE: March 22, 2021
DESCRIPTION: Billy Goat Z3000 35HP stand on blower
VENDOR #1: All Seasons Equipment Inc: \$ 9,849.00
VENDOR #2: Emerich Sales & Service: \$9,980.99
VENDOR #3: H&M Equipment: \$10,799.00
Comments:
Decision: All Seasons Equipment Inc.: \$ 9,848.00

Resolution No. _____ of 2021, a resolution hiring summer seasonal laborers for the 2021 Summer season at the Clifton Park Highway Department.

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, Dahn Bull, Highway Superintendent, wishes to hire seasonal laborers for the 2021 Summer season, and,

WHEREAS, Mr. Bull has conducted interviews and driving record reviews, and has recommended the hiring of the following at a rate of \$13.50/hour;

<u>Name</u>	<u>Address</u>	<u>Start Date</u>
Mr. Cole Ranze	2 Fairleigh Drive, Ballston Lake	May 11, 2021
Mr. Elias Neidhart	18 Hidden Valley Lane, Ballston Lake	May 17, 2021
Mr. Ryan VanGalen	57 Algonquin Road, Clifton Park	May 24, 2021

Now therefore be it,

RESOLVED, that the individuals listed above be hired as summer seasonal laborers, to be paid a rate of \$13.50/hour, and, be it further,

RESOLVED, that the comptroller create a new line in the Highway Department Budget under Item 1, Construction 32 Weeks, establishing Summer Laborer DA-5110-E4000, and, be it further

RESOLVED, that the comptroller transfer \$25,000 from DA-5110-E0068 (Highway Fund – Highway Construction - W. Hitt) to DA-5110-E4000 (Highway Fund – Highway Construction – Part Time Laborer) to cover the cost of the summer season.

Resolution No. _____ of 2021, a resolution scheduling a public hearing regarding proposed improvements to Riverview Landing Sewer District No. 1 sewer system facilities.

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, the Riverview Sewer District No. 1 (the "District") was created in May, 1999, by the Town Board (the "Town"); and

WHEREAS, the Town Board now proposes to undertake the acquisition, construction and installation of improvements to the District sanitary sewer system including, but not limited to, the installation, replacement or rehabilitation of sewer mains, pump stations and other facilities, and the acquisition of land, or rights in land, and machinery, equipment or apparatus required in connection therewith (the "Improvements"), at a maximum estimated cost of \$1,495,600; and

WHEREAS, the proposed Improvements are described as "Alternative 2B" in the report prepared by PRIME AE Group of NY dated April, 2021, which is on file in the Town Clerk's office; and

WHEREAS, the Town Board now desires to call a public hearing regarding the proposed District Improvements, as required by Town Law Section 202-b; now, therefore, be it

RESOLVED, that the Town Board will hold a public hearing to hear all persons interested in the improvement of the Town of Clifton Park Riverview Landing Sewer District No. 1 facilities, which public hearing shall be held at One Town Hall Plaza in the Wood Room, in the Town of Clifton Park on June 7, 2021 at 7:05 p.m.; and be it further

RESOLVED, and ordered that the Town Clerk give notice of such hearing by publishing in the official Town newspaper the Notice of Public Hearing in substantially the form attached hereto and by posting the Notice of Public Hearing on the Town's official sign-board not less than ten nor more than twenty days before such hearing.

NOTICE OF PUBLIC HEARING

TOWN OF CLIFTON PARK, SARATOGA COUNTY NEW YORK

PLEASE TAKE NOTICE THAT, in accordance with Section 202-b of the New York State Town Law, the Town Board of the Town of Clifton Park, Saratoga County, New York (the "Town") will conduct a public hearing on June 7, 2021 at _____ p.m. at _____, located at _____ to consider the expenditure of \$1,495,600 for the acquisition, construction and installation of improvements to the Town of Clifton Park Riverview Landing Sewer District No. 1 sanitary sewer system including, but not limited to, the installation, replacement or rehabilitation of sewer mains, pump stations and other facilities, and the acquisition of land, or rights in land, and machinery, equipment or apparatus required in connection therewith.

Dated: _____, 2021

By Order of the Town Board of the
Town of Clifton Park, Saratoga
County, New York

Town Clerk
Town of Clifton Park

NOTE: UPDATE TO REFLECT TOWN'S CURRENT STANDARD PROCEDURE FOR PUBLIC HEARINGS (REMOTE, ETC.)