

TOWN OF CLIFTON PARK TOWN BOARD MEETING

February 14, 2022

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



I. Call to Order/7:00 P. M. – Clifton Park Senior Community Center

II. Pledge to Flag

III. Roll Call

IV. Approval of Town Board Minutes

V. Communications/Announcements

VI. Business

- **Public Hearing 7:05PM – Eagle Crest PDD Amendment**
- **Resolutions for Consideration**
- **Other Business**

VII. Open Public Privilege

NOTE:

At this time, the Town Board meeting will be open to the public following CDC and New York State Guidelines for COVID-19. Please check www.cliftonpark.org for final agenda and updates. 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.

VIII. Adjournment

Resolutions for Consideration
Clifton Park Town Board Meeting
February 14, 2022

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Building & Development	Authorize the hiring of Dolores Mabb as Principal Typist in the Department of Building & Development – tabled on 2/7/2022	P. Barrett
2. Planning	Approve a professional engineering agreement for engineering design and inspection services relative the NY Route 146 Sidewalk Project	P. Barrett
3. Senior Community Center	Issue an alcohol use permit to Anil Bisht for a gathering at the Senior Community Center on March 26, 2022	P. Barrett
4. Animal Control	Authorize the hiring of Mary Guilbeault as a Part-time Animal Control Officer	P. Barrett
5. IT Committee	Adopt the Corrective Action Plan in response to the New York State Comptroller’s IT Audit	A. Standaert
6. Senior Community Center	Authorize the hiring of Zachariah Drenzo as Full-time Recreation Attendant	A. Standaert

TOWN OF CLIFTON
PARK COUNTY OF
SARATOGA STATE OF
NEW YORK

NOTICE OF PUBLIC HEARING REGARDING
PROPOSAL TO AMEND ALLOWED USES WITHIN
THE PLANNED DEVELOPMENT DISTRICT FOR
EAGLE CREST PLANTATION

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on February 14 at 7:05 p.m. in the Clifton Park Town Hall, located at 1 Town Hall Plaza, Town of Clifton Park, County of Saratoga, State of New York to consider an application submitted by Sportsplex of Halfmoon, Inc. zoning change and Planned Development District (PDD) amendments at the Players Park property located at 1012 Ballston Lake Road, Tax Map Parcel IDs 264.-2-6.111 and 264.-2-6.123, adjacent to the Eagle Crest Golf Course.

The proposed legislation would authorize the aforementioned parcels within the existing PDD to consist of a year-round indoor/outdoor sports facility with a synthetic turf indoor field within a tension fabric structure, an outdoor illuminated synthetic turf field, and a turf practice field.

Copies of the proposed local law and a map and sketch drawing depicting the project are available for review in the Town Clerk's office during normal business hours.

TOWN OF CLIFTON PARK TOWN BOARD
APPLICATION FOR PLANNED DEVELOPMENT DISTRICT

NAME OF SITE PLAN: Players Park

ADDRESS: 1012 NY-146A, Clifton Park, NY 12065

TAX MAP (SBL) #: 264.-2-6.111 & 264.-2-6.123

DESCRIPTION: Total Acreage: 8.02 acres

Current Zoning: Planned Development District (PDD)

Building Area: 6.8 acres

Total # Parking Spaces: 184

WATER PROVISIONS: Well () Existing Water Hookup () New Water Hookup ()

Service Area: Clifton Park Water Dist. #1 ()

Rivercrest Water Dist. ()

SANITARY PROVISIONS: The project will be using private well and private septic on-site

(Note: NYS Uniform Code requires connection to water or sanitary supply if available within 100' in a residential zone and 500' in a commercial zone.)

WILL THIS PROJECT INVOLVE IDA FUNDING/SPONSORSHIP? yes () no ()

NARRATIVE DESCRIPTION:

Sportsplex of Halfmoon Inc (the "Applicant") is proposing to construct an indoor/outdoor sports field facility (the "Proposed Project") on an approximately 8.02-acre site, comprised of two tax parcels (tax map ID 264.-2-6.111 and tax map ID 264.-2-6.123), located off of NYS Route 146A, in the Town of Clifton Park, Saratoga County, New York. The Proposed Project includes a year-round sports facility with a synthetic turf indoor field within a tension fabric structure, an outdoor synthetic turf field, and a small turf practice area on the property (tax map ID 264.-2-6.123), while maintaining the adjacent parcel's existing uses which includes the mini-golf facility with supporting ice cream stand (tax map ID 264.-2-6.111). The site is currently being operated as Players Park, a lighted foot-golf course and seasonal ice-cream stand, adjacent to the Eagle Crest golf course. The property is within an established Planned Development District, better known as PDD No. 37, Eagle Crest Plantation, and requires a zoning amendment to allow for the addition of the planned facilities. There are no public utilities on site - the site is currently served by private water and septic systems. The Proposed Project is required to submit an amended sketch plan to the Town of Clifton Park Planning Board for approval.

APPLICANT: Name: Sportsplex of Halfmoon Inc.

Tax Id./SS #: 30-0255759

Address: 13 Azalea Drive, Saratoga Springs, NY 12866

Phone: 518-466-0396

Fax: _____

Signature/Date: 

sportsplexofhalfmoon@outlook.com

Email: pdrfox@aol.com

9/30/21

OWNER: Name: Krueger Development LLC

Phone: _____

Fax: _____

Address: _____

ENGINEER/L.A. ARCH: Name: Andy Rymph, RLA

Lic. #: _____

Address: 4 British American Blvd, Latham, NY 12110

Phone: 518-266-7323

Fax: _____

Email: arymph@chazencompanies.com

SURVEYOR: Name: Toss Weterveld / Gilbert VanGuilder, Land Surveyor, PLLC

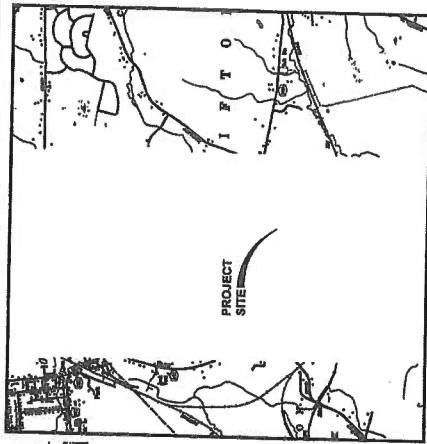
Lic #: 50,319

Address: 988 Route 146, Clifton Park, NY 12065

Phone: 518-383-0634

Fax: _____

Email: gvglandsurveyors.com



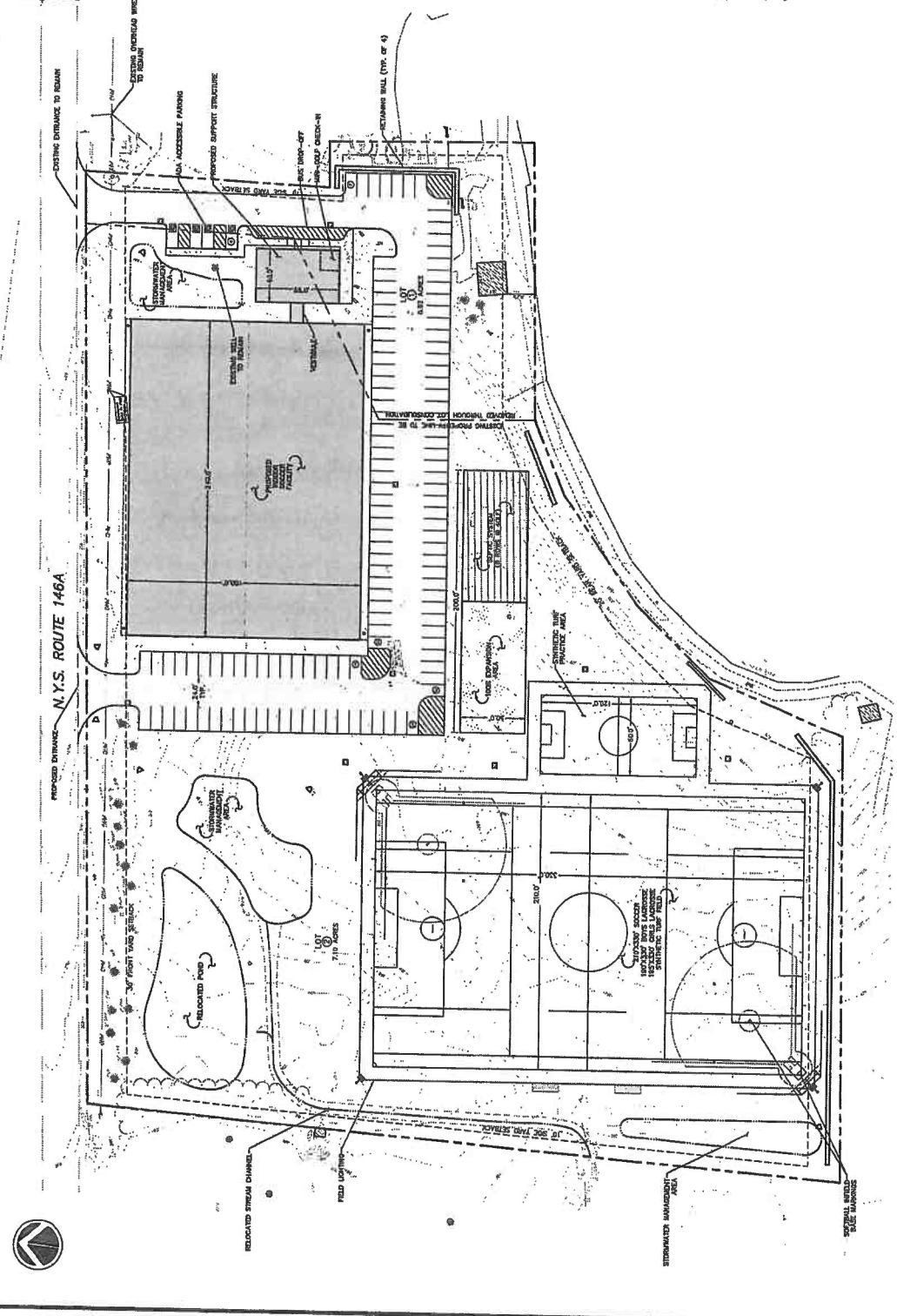
LOCATION MAP
SCALE: 1"=2000'
SOURCE: USGS

TAX MAP INFORMATION:
TOWN OF CLIFTON PARK
TAX MAP ID: 111 (0.69 ACRES)
TAX MAP ID: 284-2-6-123 (7.10 ACRES)
AREAL:
TOTAL PROJECT ACREAGE: 8.02 ACRES

ZONING DISTRICT CONSERVATION RESIDENTIAL DISTRICT (CRD)

ZONING REQUIREMENTS:	REQUIRED	EXISTING	PROPOSED
MINIMUM YARD FRONT	30 FT	178.14 FT	30.5 FT
SIDES REAR	10 FT	24.9 FT/891.0 FT	37 FT/370 FT
MINIMUM WIDTH OF YARD AT FRONT BUILDING LINE	20 FT	*21.2 FT	*21.2 FT
PERMANENT OPEN SPACE	80 FT	20 FT	20 FT
MAXIMUM BUILDING HEIGHT	25K	94K	47K
PARKING:	35 FT	20 FT	XXXX
OFF-STREET PARKING	*184 TOTAL SPACES	4 ADA SPACES	

NOTE:
*EXISTING NON-COMFORMING
**184 SPACES COMPOSED OF 85 EXISTING PARKING SPACES IN THE GRANT LOT (TO SERVE/MANTAIN EXISTING MINI GOLF USE) AS WELL AS 100 SURFACE SPACES AS SHOWN HEREON.



CONCEPT PLAN - NOT FOR CONSTRUCTION

PLAYERS PARK
CONCEPTUAL SITE PLAN

DATE	09/23/21	SCALE	1"=40'
PROJECT NO.	3013A.01		
CITY	CLIFTON PARK		
COUNTY	SARATOGA		
STATE	NEW YORK		
PROJECT	PLAYERS PARK		
OWNER	CLIFTON PARK		
DESIGNER	CHAZEN ENGINEERING, LAND SURVEYING, LANDSCAPE ARCHITECTURE & GEOLOGY CO., D.P.C.		
PROJECT NO.	3013A.01		
CITY	CLIFTON PARK		
COUNTY	SARATOGA		
STATE	NEW YORK		
PROJECT	PLAYERS PARK		
OWNER	CLIFTON PARK		
DESIGNER	CHAZEN ENGINEERING, LAND SURVEYING, LANDSCAPE ARCHITECTURE & GEOLOGY CO., D.P.C.		

DATE	09/23/21	SCALE	1"=40'
PROJECT NO.	3013A.01		
CITY	CLIFTON PARK		
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STATE	NEW YORK		
PROJECT	PLAYERS PARK		
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DESIGNER	CHAZEN ENGINEERING, LAND SURVEYING, LANDSCAPE ARCHITECTURE & GEOLOGY CO., D.P.C.		

DATE	09/23/21	SCALE	1"=40'
PROJECT NO.	3013A.01		
CITY	CLIFTON PARK		
COUNTY	SARATOGA		
STATE	NEW YORK		
PROJECT	PLAYERS PARK		
OWNER	CLIFTON PARK		
DESIGNER	CHAZEN ENGINEERING, LAND SURVEYING, LANDSCAPE ARCHITECTURE & GEOLOGY CO., D.P.C.		

CHAZEN ENGINEERING, LAND SURVEYING, LANDSCAPE ARCHITECTURE & GEOLOGY CO., D.P.C.
1000 N. STATE ST.
CLIFTON PARK, NY 12045
518-385-1111
www.chazen.com

THE CHAZEN COMPANY
LANDSCAPE ARCHITECTURE & PLANNING
1000 N. STATE ST.
CLIFTON PARK, NY 12045
518-385-1111
www.chazen.com

CONCEPT PLAN - NOT FOR CONSTRUCTION

TOWN OF CLIFTON PARK, SARATOGA COUNTY, NEW YORK

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

§ A217-286 Development.

- A. The development of the Eagle Crest Plantation has been presented and is described according to a sketch plan filed with the Town Planning Board of the Town of Clifton Park. This sketch may be changed, altered or amended by approval of the Planning Board.

- B. The area will consist of multi-use recreational facilities including an eighteen-hole golf course with clubhouse, maintenance/storage buildings and parking facilities; a miniature golf course; tennis courts; driving range; softball field; volleyball courts; concession stand with parking facilities; and steak roast pavilion with parking facilities. The area will also consist of two existing detached single-family residences and up to 11 lots for the construction of detached single-family residences. The area will consist of a year-round indoor/outdoor sports facility with a synthetic turf indoor field within a tension fabric structure; an outdoor illuminated synthetic turf field, and a turf practice field.



Town of Clifton Park

Planning Department

One Town Hall Plaza | Clifton Park, New York 12065 | (518) 371-6054 |
Planning@Cliftonpark.org

SENT VIA EMAIL

December 21, 2021

Philip Barrett, Town Supervisor
Town of Clifton Park
One Town Hall Plaza
Clifton Park, NY 12065

Re: Eagle Crest Plantation Planned Development District Amendment Application
Planning Board Recommendation, Town of Clifton Park, New York

Dear Supervisor Barrett:

The Town of Clifton Park Planning Board considered the application to amend the existing Eagle Crest Plantation Planned Development District (PDD). The review was limited in scope for an advisory recommendation only to the Town Board on the applicant's request to amend the existing PDD, specifically an indoor multi-use recreational facility constructed using a steel frame and fabric casing.

SEQR

The application proposes a physical alteration of fewer than 10 acres, with the zoning change affecting fewer than 25 acres. Therefore, according to the State Environmental Quality Review Act, the Action appears to be an Unlisted Action. Coordinated Review is optional. The Planning Board recommends that each agency proceeds with its own Uncoordinated SEQR Review of the Action. Board Members also raised the issue of segmentation for environmental review purposes with proposed changes to the PDD on the application parcels representing only a small part of the area designated as a PDD since it includes several other parcels.

RECOMMENDATION

After a presentation by the applicant, comments offered by the public in attendance, and a discussion amongst Board Members, the Planning Board determined they could not reach a consensus to provide a motion to approve, deny, or approve with modification. Thus, the Board Members commissioned Planning Staff to prepare this letter to outline the general opinions, concerns, and comments of the Planning Board. The statements listed below are to assist the Town Board with identifying evaluation criteria, when considering the PDD Application.

1. The PDD was established in 1993, before the enactment of the surrounding Conservation Residential Zoning District.
2. In consideration of the comment regarding this amendment in the Environmental Conservation Commission's review letter dated 12/7/2021, stating that "Per town code, a PDD should be compatible with the surrounding zoning", the Planning Board

reviewed this proposal against the requirements of the Conservation Residential Zoning District – specifically the following:

- a. §208-16.D.1.d. states that recreation uses in this zone are to be passive in nature, unless the lands are municipally-owned.
- b. §208-16.E.8.c states that minimum front yard setbacks in this zone are to be 125 feet when on a state highway.

There are concerns that the siting of the structure and proposed use are deviations from these requirements. Given this PDD's location and size within the CR district, these concerns may be significant.

3. While the Planning Board preferred the parking to the rear of the building, it suggested the applicant evaluate the possibility of shifting the structure further from the Route 146A right-of-way line to minimize the structure's massing from the public ROW. An opportunity to introduce street trees with enhanced landscaping may assist in addressing this concern.
4. Traffic concerns were expressed based on the proposed increased intensity for the use of the site.
5. Outdoor LED "MUSCO" lighting technologies deployed should be designed in a manner that controls light spillover and glare to adjacent properties.
6. Input from the Town's Opens Space Committee for an additional non-binding advisory opinion may be of value to the Town Board for their consideration.
7. While Board Members were open to the concept and community need, concerns about this location being the right spot were expressed. Therefore, Planning Board Members felt the best course of action for a recommendation was to provide a synopsis of their concerns and perspectives to the Town Board based on the discussions rather than coming up with a specific action in the form of a motion.

The applicant noted for the Board's consideration that the structure's final design is transformable in color and structural articulations to mitigate the expressed concerns. The Planned Development District Process is a powerful zoning tool that allows a community to encourage efficient developed use of land to fulfill desired community needs and services for the community. The applicant should present to the Town Board additional information that shows compliance with the five objectives promulgated under §208-71 of the Clifton Park Town code.

Best Regards,

John P. Scavo

John P. Scavo
Director of Planning

Cc: Town of Clifton Park Planning Board Members

SARATOGA COUNTY
PLANNING BOARD
RECOMMENDATION LETTER



SARATOGA COUNTY PLANNING BOARD

TOM L. LEWIS
CHAIRMAN

JASON KEMPER
DIRECTOR

December 17, 2021

Phil Barret, Supervisor
Town of Clifton Park
1 Town Hall Plaza
Clifton Park, NY 12065

RE: SCPB Referral Review #21-149-Legislative- PDD Amendment

A proposed amendment to the existing PDD to allow and add the use of an indoor/outdoor sports field facility on an 8.02 acre parcel.

Location: NYS Rt 146A

Received from the Town of Clifton Park Planning Board on December 1, 2021.

Reviewed by members of the Saratoga County Planning Board on December 16, 2021.

Decision: Approve

A handwritten signature in cursive script that reads "Jason Kemper".

Jason Kemper, Director of Planning
Authorized Agent for Saratoga County

DISCLAIMER: Recommendations made by the Saratoga County Planning Board on referrals and subdivisions are based upon the receipt and review of a "full statement of such proposed action" provided directly to SCPB by the municipal referring agency as stated under General Municipal Law section 239. A determination of action is rendered by the SCPB based upon the completeness and accuracy of information presented by its staff. The SCPB cannot be accountable for a decision rendered through incomplete or inaccurate information received as part of the complete statement.

50 WEST HIGH STREET
BALLSTON SPA, NY 12020

(518) 884-4705 PHONE
(518) 884-4780 FAX

WRITTEN PUBLIC COMMENT
LETTER

An Analysis of the Proposed Eagle Crest Plantation

14 December 2021

Daniel Mathias
7 Birch Hill Road
Ballston Lake, NY 12019

Introduction

Local Law No. 8-1993, of the Town of Clifton Park provides for the Creation of a Planned Development District to be known as 'Planned Development District No. 37; Eagle Crest Plantation.' The applicant (Sportsplex of Halfmoon Inc) is proposing to construct an indoor/outdoor sports field facility (the "Proposed Project") on an approximately 8.02-acre site, comprised of two tax parcels (tax map ID 264.-2-6.111 and tax map ID 264.-2-6.123), located off of NYS Route 146A. The following analysis identifies significant concerns about the proposal relative to the Town of Clifton Park Comprehensive Plan and Zoning.

Goals and Objectives of Planned Unit Developments/Planned Development Districts

NYS Town Law § 261-c. Planned unit development zoning districts. A town legislative body is hereby authorized to enact, as part of its zoning local law or ordinance, procedures and requirements for the establishment and mapping of planned unit development zoning districts. Planned unit development district regulations are intended to provide for residential, commercial, industrial or other land uses, or a mix thereof, in which economies of scale, creative architectural or planning concepts and open space preservation may be achieved by a developer in furtherance of the town comprehensive plan and zoning local law or ordinance. (Emphasis added.)

The Town Comprehensive Plan outlines general "Land Use Implementation Strategies" (see Town of Clifton Park Comprehensive Plan page 37). It states that the "Comprehensive Plan and its implementation requires that the Town be cognizant of the need to protect and preserve open space located within the Town and in addition, that the town explore new and creative ways by which to acquire and expand open space for the enjoyment of all Town residents."

The Comprehensive Plan further states that one of the land use implementation strategies is the Planned Unit Development (PUD). (NOTE: Per Town Code ARTICLE XI 208.71, the Planned Unit Development is implemented by the Planned Development District (PDD) ordinance.) The Town of Clifton Park Comprehensive Plan underscores the importance of open space in the use of the Planned Unit Development implementation strategy:

"In this provision, greater importance should be placed on the retention of larger amounts of open space and a density cap. The PUD could also be strengthened to encourage greater preservation of environmentally sensitive areas or features. Density and uses should be

consistent, to the extent possible, with the surrounding area, which will ensure that the character of the area is not altered." (Emphasis added)

In summary Town Code 208-71 implements the vision outlined in the Town Comprehensive Plan. It clearly delineates the priority that "(m)ore usable open space, preserve lands and/or recreational areas shall be created." And, it lays out a vision that any Planned Development District be compatible with the surrounding zoning and neighborhood character.

Project Location

The "Sportsplex" project is located on Route 146A in Clifton Park. It is directly across from land that is zoned Conservation Residential (CR). In addition, there is a significant area of preserved open space (i.e., the Carese-Mooney Forest and Veterans Memorial Park) adjacent to the proposed site. The CR district was established "to provide and maintain land area to promote and support ongoing open space and agricultural uses and activities to sustain the rural character of this predominantly natural, agricultural and low-intensity residential setting."

In evaluating the applicant's proposal, it is critical to note that this project would be expressly prohibited by Town Code if it was located across the street from the proposed location. Town Code 208-16.D.(2)(c)[2] Permitted Uses (Park uses) states that an "(a)ctive recreation area, if municipally owned and public active recreation fields (no active recreation facility buildings)" is an allowed use within open space in the CR Zone. In other words, the applicants proposed use would not be allowed across the street. It is inconsistent with the surrounding neighborhood and it will alter the character of the area.

Project Size

The proposed "Sportsplex" project includes an Indoor Soccer facility (approximately 45,800 square feet or about 1 acre) and outdoor practice and multi-sport synthetic turf playing fields (approximately 76,500 square feet or 1.75 acres). There is also .92 acres of paved parking lot. The total project would be situated on 8 acres within the PDD.

Planned unit developments (or Planned Development Districts (PDDs) as used in Clifton Park's Town Code), "describe a zoning technique allowing development of a tract of land, usually a large one, in a comprehensive, unified manner and in which the development is planned to be built as a single project." ("Creating the Community You Want: Municipal Options for Land Use Control", NYS Department of State James A. Coon Local Government Technical Series, see Page 7).

The PUD concept allows a combination of land uses (such as single and multiple residential, industrial, and commercial, on a single parcel of land. It also may allow a planned mix of building types and densities. The State enabling statutes authorize municipalities to enact PUD procedures, stating that they are intended to provide either for particular land uses or a mix of uses to create "economies of scale, creative architectural or planning concepts and open space preservation".

Although technically there are open space elements to this proposal (i.e., it is a recreational use), the proposed amendment to the existing Eagle Crest Plantation does not address how this project meets any of the other Planned Development District objectives. These objectives include (see Town Code 208-71.A.Purpose):

- Preservation of trees, topography, water resources and outstanding natural features shall be preserved where possible.
- Efficient use of land resulting in economical networks of utilities and streets.
- A development pattern in harmony with the planning objectives of the Town (i.e., the proposed Sportsplex building is out of character with the adjacent Conservation Residential Zone.)

In addition, it can be argued that a synthetic turf field has little environmental or scenic benefits (e.g., Artificial turf fields act as "heat sinks" where temperatures can rise to as much as 175 degrees. This impact must be mitigated with cooling additives like crumb rubber.) There is little connection between open space preservation and the construction of synthetic turf fields with recreational lighting (operational until 10 PM at night), an active recreational building 40 feet in height, and a large paved parking lot. (NOTE: Town Code specifically states that "(o)pen space shall not be deemed to include driveways, parking lots or other surfaces designed or intended for vehicular travel.") The building itself will be the highest structure on Route 146A and is incompatible with the goal of protecting scenic views..

Lack of Synergy With the Current PDD

As described in "A Guide to Planned Unit Development" PUD provisions target specific goals and objectives included in a municipality's comprehensive plan.

"Generally, PUD local laws anticipate projects that develop a tract of land as a unit (relatively large scale, but not always) in a unified manner (Emphasis added). For example, a community that anticipates receiving a rezoning or site plan application for the development of a large shopping mall could use a mixed-use PUD law to negotiate significant design and use changes instead of ending up with yet another commercial strip." (Source: A Guide to Planned Unit Development, NYS Legislative Commission on Rural Resources, 2005)

The project is in essence a subdivision of the existing PUD and it is unrelated to the current land use other than the proposed use is an athletic/recreational activity. There is no integration where economies of scale are achieved. For example, the project adds significant impervious surface to accommodate standalone parking for the complex. The application focuses solely on the proposed use and, therefore, ignores the need for a thorough review of the whole Eagle Crest Plantation PDD by focusing on only the proposed soccer facility use.

Because the application focuses solely on the proposed Sportsplex facility, the project does not meet the minimum area requirement for consideration of a Planned Development District designation. The minimum PDD size in Clifton Park is "10 contiguous acres of land, except within the following Town Center Zoning Districts: TC1, TC2, TC3, TC4, TC5, and TC6; where no minimum area requirement for Planned Development District designation shall apply." (See Town Code 208-71.B(2)).

If this project were proposed as a new PDD, it would not qualify for consideration under Town Law.

In addition, by focusing exclusively on the proposed change, an evaluation by Planning Board is not considering the possibility of subsequent phases, segments, or associated project components from review, including environmental impacts. When the Eagle Crest golf course changed hands earlier in 2021, the new owners publicly indicated that, while they wanted the property to remain a golf course, they also wanted to renovate the restaurant and banquet facility and build an addition for golf simulators, a rooftop deck/patio and fire pits (See “New Owner of Eagle Crest Golf Club in Clifton Park Plan Improvements”, Albany Business Review, October 19, 2021).. By focusing exclusively on this small proposal, the Sportsplex project may appear more acceptable to the reviewing agencies and the public than if all segments are evaluated together. *A full review of ALL proposed Eagle Crest Plantation PDD changes and their environmental impacts should be required in order to assess the full impacts.*

A full environmental assessment of the suitability of an artificial turf field in this area should be undertaken. The Conservation Residential Zone, including the neighborhood adjacent to the proposed project, is served extensively by private wells. Concerns about the materials used in artificial turf fields, such as crumb rubber are well documented. For example, a Connecticut study concluded that “there is a potential risk to surface waters and aquatic organisms associated with whole effluent and zinc toxicity of stormwater runoff from artificial turf fields.” (“FINAL REPORT: Artificial Turf Study - Leachate and Stormwater Characteristics”, Connecticut Department of Environmental Protection July 2010). **Any action on the PDD modification should require a full Environmental Impact Study under SEQRA before approval by the Town Board.**

Summary

The Planning Board should recommend that the Town Board reject this proposal in its current form:

- It is incompatible with the adjacent CR Zone which specifically prohibits such facilities
- The application is only one segment of the existing PDD and does not address any of the public statements by the golf course owners of other proposed changes to the existing PDD that should be considered as a whole
- The project does not address the objectives normally associated with a PDD application (e.g., economies of scale) including environmental aspects
- There is no public benefit incorporated in the project such as permanently preserved open space, public trails, protection of environmental features, etc.

The project is ill-suited for placement within a district that is intended to “complement and harmonize with the traditional, open, rural, wooded agricultural, natural and environmental resources, low-intensity residential and hamlet resources, agricultural lands and working landscapes, and scenic views and resources as valued by the community in Western Clifton Park.”

Resolution No. _____ of 2022, a resolution appointing Dolores Mabb as a Principal Typist per civil service classification.

Introduced by _____, who moved to take it off the table and moved its adoption, seconded by _____.

WHEREAS, an opening exists for a Principal Typist in the Department of Building & Development, and

WHEREAS, this resolution was on the agenda for the February 7, 2022 Town Board meeting and tabled by majority vote of the board on motion by Mrs. Standaert, with Councilwomen Walowit and Flood voting to table the resolution and remove the hiring of Ms. Mabb from consideration of the Board at that time, and

WHEREAS, Dolores Mabb successfully passed the Civil Service Exam and is #1 on the Certification List of Eligible Principal Typists provided by Saratoga County Human Resources, and

WHEREAS, Steve Myers, Director of Building & Development has interviewed Ms. Mabb and wishes to hire Ms. Mabb as a Principal Typist, Grade 6, Step 4, Year 1, to be paid \$32.81/hr., and

WHEREAS, Dolores Mabb has demonstrated the background, education, training and experience necessary for the position and as the candidate with the highest score, she has established eligibility for the position per the New York State Civil Service Laws; now, therefore be it

RESOLVED, that Dolores Mabb, 387 Middleline Road, Ballston Spa, NY is hereby appointed as Principal Typist for the Town of Clifton Park per Civil Service Certification effective immediately; and be it further

RESOLVED, that the comptroller is authorized to transfer \$33,415 from A-3620-E0582 (Gen. Fund – Building Department – K. Boni) and \$20,400 from A-3620-E6200 (General Fund – Building Department – Code Enforcement) to A-3620-Exxx (General Fund – Building Department – Employee).

Meg Springli

From: Meg Springli <mspringli@cliftonpark.org>
Sent: Tuesday, February 8, 2022 3:00 PM
To: Meg Springli
Subject: RE: Resolution Request for TB Meeting: 02-07-2022

Place on agenda 2/14/2022 – tabled at 2/7/2022 meeting

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Wednesday, January 12, 2022 4:09 PM
To: Meg Springli <mspringli@cliftonpark.org>
Cc: Jean, Spiegel <JSpiegel@cliftonpark.org>; Mark Heggen <mheggen@cliftonpark.org>
Subject: Resolution Request for TB Meeting: 02-07-2022

An item has been submitted to the Resolution Request form for review.

Department: **Building and Development**
Your email: smyers@cliftonpark.org

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.):

Steven Myers

Requested Meeting Date: **02-07-2022**

Brief Description: **Appoint Dolores Mabb to Principal Typist**

Budget #: **A3620-EXXXX**
Budget Description: **annual salary**
\$ Amount: **\$59,714 annual salary**

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:



Town of Clifton Park

One Town Hall Plaza | Clifton Park, New York 12065 | (518) 371-6651 | FAX: (518) 371-1136

January 12, 2022

Ms. Dolores Mabb
387 Middleline Road
Ballston Spa, NY 12020

Dear Ms. Mabb,

This letter serves as an offer of full-time employment at the Town of Clifton Park for the position of Principal Typist in the Building Department. The 2022 salary for this position is Grade 6, Step 4, \$32.81 per hour which on an annual basis is \$59,714. During our recent interview Steve Myers and I described the responsibilities of the position and daily expectations.

We also discussed you will have the option of utilizing the Town's health and dental insurance programs. If you do not enroll in the Town's insurance program, you will be eligible for additional compensation.

We understand accepting an offer of employment can be a difficult decision. If you have any additional questions about the position or any element of the fringe benefits available to you, please contact me.

If you decide to accept the offer of employment, please sign and date below, and return to me at your earliest convenience. Please note this offer is contingent upon approval by the Town Board.

Thank you for your interest in the position and we look forward to speaking with you in the near future.

Sincerely,

Phil Barrett
Clifton Park Town Supervisor

Dolores Mabb

Date 1-12-2022

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

AMY J. H. STANDAERT
Councilwoman

ANTHONY F. MORELLI
Councilman

AMY G. FLOOD
Councilwoman

Town of Clifton Park
Salary Allocation

	Grade	Step	Year	2022 Hourly Rate	Weeks to End of Year	Hours	Projected to End of Year
effective February 8, 2022							
Dolores Mabb A-03620-Exxxx	6	4	1	32.84	46.8	35	\$ 53,791.92
Rounded to:							<u>\$ 53,800.00</u>

Kathy Boni A-03620-E0582	5	11	4	39.78	8	35	\$ 11,138.40
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Sick days	50	\$ 13,923.00
LWP Days	50	\$ 13,923.00
Salary needed for Kathy		\$ 38,984.40
Budgeted salary 2022		\$ 72,400.00
Amount available		\$ 33,415.60
Additional amount required		\$ 20,384.40
Rounded to:		<u>\$ 20,400.00</u>
From A-03620-E6200		

Town of Clifton Park

Salary Matrix

ET - Union

2022 Salary Matrix

Percent Increase: 2.00%

Grade	1	2	3	4	5	6	7	8	9	10	11
1	17.28	17.45	17.97	18.51	19.07	19.64	20.43	21.25	22.31	23.43	24.60
2	19.95	20.15	20.75	21.37	22.01	22.67	23.58	24.52	25.75	27.04	28.39
3	22.63	22.86	23.55	24.26	24.99	25.74	26.77	27.84	29.23	30.69	32.22
4	25.29	25.54	26.31	27.10	27.91	28.75	29.90	31.10	32.66	34.29	36.00
5	27.95	28.23	29.08	29.95	30.85	31.78	33.05	34.37	36.09	37.89	39.78
6	30.61	30.92	31.85	32.81	33.79	34.80	36.19	37.64	39.52	41.50	43.58
7	33.95	34.29	35.32	36.38	37.47	38.59	40.13	41.74	43.83	46.02	48.32
8	37.30	37.67	38.80	39.96	41.16	42.39	44.09	45.85	48.14	50.55	53.08
9	41.27	41.68	42.93	44.22	45.55	46.92	48.80	50.75	53.29	55.95	58.75
10	43.92	44.36	45.69	47.06	48.47	49.92	51.92	54.00	56.70	59.54	62.52

Step	Percent Increase	1	2	3	4	5	6	7	8	9	10	11
1	1.00%	1.00%	1.00%	3.00%	3.00%	3.00%	3.00%	4.00%	4.00%	5.00%	5.00%	5.00%
Yrs in Step		1	2	3	3	3	3	3	3	3	3	3

Yearly Salary 260 days

1	31,450	31,759	32,705	33,688	34,707	35,745	37,183	38,675	40,604	42,643	44,772
2	36,309	36,673	37,765	38,893	40,058	41,259	42,916	44,626	46,865	49,213	51,670
3	41,187	41,605	42,861	44,153	45,482	46,847	48,721	50,669	53,199	55,856	58,640
4	46,028	46,483	47,884	49,322	50,796	52,325	54,418	56,602	59,441	62,408	65,520
5	50,869	51,379	52,926	54,509	56,147	57,840	60,151	62,553	65,684	68,960	72,400
6	55,710	56,274	57,967	59,714	61,498	63,336	65,866	68,505	71,926	75,530	79,316
7	61,789	62,408	64,282	66,212	68,195	70,234	73,037	75,967	79,771	83,756	87,942
8	67,886	68,559	70,616	72,727	74,911	77,150	80,244	83,447	87,615	92,001	96,606
9	75,111	75,858	78,133	80,480	82,901	85,394	88,816	92,365	96,988	101,829	106,925
10	79,934	80,735	83,156	85,649	88,215	90,854	94,494	98,280	103,194	108,363	113,786

Resolution No. _____ of 2022, a resolution to approve an engineering agreement for design and construction phases of the Clifton Park Route 146 Sidewalk Project.

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

WHEREAS, by Resolution No. 22 of 2022, the Board authorized the Supervisor to execute a grant contract with New York State Department of Environmental Conservation for partial funding of the project under the “Climate Smart Communities Grant Program”, and

WHEREAS, on December 28, 2021, the Planning Department distributed a Request for Qualifications among all firms qualified to provide local design services for the engineering design and construction inspection of the project, consistent with New York State guidelines for DEC and DOT funded projects, and

WHEREAS, MJ Engineering and Land Surveying submitted the sole responding bid, offering to provide comprehensive engineering design and construction management services in an amount of \$186,700.00, and

WHEREAS, MJ Engineering has provided similar engineering services on numerous projects that have been successfully completed within the Town; now, therefore, be it

RESOLVED, that the proposal of MJ Engineering comprising of design and inspection services in response to the RFQ of December 28, 2021 is accepted; and be it further

RESOLVED, that the Supervisor is authorized to execute the attached contract with MJ Engineering; and be it further

RESOLVED, that the Comptroller is authorized to create Capital Project H62 (Clifton Park Route 146 Sidewalk Project) with a budget of \$440,000 of which \$220,000 will come from Grant Revenues, and \$220,000 will be paid by a transfer from A-914 (Unassigned Fund Balance) to H62, and be it further

RESOLVED, that the expenditures for the project totaling \$440,000 will be allocated in the amount of \$186,700 to H62-7629-135 (Capital Projects Fund – Engineering) for payment of MJ Engineering to offset the costs of the engineering contract, and be it further

RESOLVED, that the remaining \$253,300 will be allocated to H62 – 7629-200 (Capital Projects Fund – Equipment).

Memo

To: Town of Clifton Park Town Board

From: Planning Department

Re: **Professional Engineering Firm Selection for the
Town of Clifton Park Route 146 Sidewalk Extension (DEC01-C00592GG) – a NYS DEC Climate
Smart Community grant funded project**

Date: Feb. 7, 2022

M.J. Engineering was the sole firm to submit a response by Jan. 14, 2022, the deadline for a Request for Qualifications, for Engineering Services for the Rt 146 Sidewalks project, which has funding resources from NYS DEC. The Town Board authorized the execution of the NYS DEC Grant Contract on Jan. 18. Subsequently, town staff requested the firm's scope and fee for all aspects of the engineering design through construction services. We respectfully request authorization of the engineering agreement at your next meeting.

Scope & Fee Summary:

MJ Engineering submitted scope and fee (cost plus fixed fee method):

- Tasks 1-8: General Services; Data Collection; Preliminary Design; Environmental; Right-of-Way Services; Detailed Design; Bid Documents, Bid Process & Advertisement, Bid Opening & Award; and Construction Support all for \$92,200
- Task 9: Construction Inspection Services for \$94,500

The proposed agreement has been submitted to the Town Attorney and Town Comptroller for review.

Procurement Process Summary:

As required by the grant funding, NYS Department of Environmental Conservation's Climate Smart Communities Master Grant Contract (MGC), the Town of Clifton Park sent out a request for qualifications (RFQ) for qualified engineering consulting firms for the Clifton Park Route 146 Sidewalk Extension in December 2021. Town staff had reviewed the RFQ document with the NYS DEC Project Manager and received the approval to proceed with the document.

The Town's engineering firm procurement process was through the NYS DOT approved, utilization of the County Highway Superintendents Association's Local Design Services Agreement (LDSA) Region One 2019-2022 List, by contacting every firm on the current Region 1 LDSA list (*the list is attached*) to see if they were interested in submitting a response. The RFQ was also posted on the Town of Clifton Park's website, www.cliftonpark.org. RFQ responses were required to be submitted by the deadline of Friday, January 14, 2022 to the Town of Clifton Park Planning Department. The Planning Department received the following responses to the Engineering RFQ by Jan. 14, 2022 at 4 p.m.:

1. On Jan. 7, 2022, Greenman Pederson (GPI) emailed that they would not be submitting a proposal.
2. M.J. Engineering submitted a proposal on Jan. 14, 2022, by email and hard copies.

The Planning Department reviewed the proposal from M.J. Engineering using the scoring rubric prepared prior to the submission deadline and found that the proposal satisfactorily met the criteria for utilization as a consultant.

On Jan. 18, 2022, the Town Board authorized the Supervisor to sign the grant contract with NYS DEC for the project to construct a sidewalk to provide pedestrian access on the north side of State Route 146 to connect the Northcrest Drive and Tallow Wood neighborhoods with the Town Center, by Town Board Resolution No. 22 of 2022. Subsequently, an engineering scope and fee was requested from M.J.

**Consultants contacted for RFQ for Engineering Services for C00592GG (NY Rt 146 Sidewalks)
Using the 2019-2022 LDSA Region One List of Consultants**

AECOM

40 British American Blvd, Latham, NY 12110

Barton & Loguidice, DPC

10 Airline Dr Suite 200, Albany, NY 12205

Bergmann Associates

2 Winners Circle, Suite 102, Albany, New York 12205-1121

C&S Engineers

41 State Street, Suite 600, Albany, New York 12207

CDM Smith

11 British American Blvd #200, Latham, NY 12110

CHA Consulting, Inc. Corporate HQ

575 Broadway, Suite 301, Albany, NY 12207

CPL Architecture Engineering Planning

30 Century Hill Dr Suite 104, Latham, NY 12110

Creighton Manning

2 Winners Circle, Suite 201, Albany, NY 12205

Erdman Anthony

11 Century Hill Drive, Suite 105, Latham, NY 12110

Foit-Albert Associates Architecture, Engineering and Surveying, PC

435 New Karner Rd, Albany, NY 12205

GPI/Greenman-Pedersen, Inc.

80 Wolf Road, Suite 300, Albany, NY 12205

McFarland Johnson

60 Railroad Pl # 402, Saratoga Springs, NY 12866

Maser Consulting – now Colliers Engineering & Design

18 Computer Drive East, Suite 203, Albany, NY 12205

MJ Engineering & Land Surveying, P.C.

1533 Crescent Road, Clifton Park, NY 12065

Stantec Consulting Services, Inc.

3 Columbia Circle, Suite 6, Albany, New York 12203-5158

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Monday, February 7, 2022 9:56 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 02-14-2022
Attachments: 6201330e96de8-Memo 2-7-22 Rt 146 Sidewalks.docx

An item has been submitted to the Resolution Request form for review.

Department: **Planning**
Your email: **jviggiani@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **P. Barrett**

Requested Meeting Date: **02-14-2022**

Brief Description: **Request for town board authorization for a professional engineering agreement for the comprehensive design through construction inspection services for the sidewalks and crosswalks and related pedestrian infrastructure for the north side of NY Route 146, in the amount of \$186,700 with M.J. Engineering.**

Budget #:

Budget Description: **comprehensive engineering design services through construction administration is \$92,200; and the construction inspection services and field work is \$94,500**

\$ Amount: **request authorization of \$186,700 for total engineering and construction inspection services per the scope and fee dated February 2022 submitted for review to the Town Attorney and Town Comptroller**

Additional Comments/Details: **This grant-funded project needs to be completed by March 2023. The Town authorized the NYS DEC Climate Smart Communities grant contract as TB #22 of 2022. The town is to be reimbursed on eligible costs in accordance with the DEC Master Contract for Grants Project Budget.**

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Town of Clifton Park
Request for Qualifications

“NY Route 146 Sidewalks” **DEC01-C00592GG**
Sidewalks Design and Construction Engineering Services

December 28, 2021

The Town of Clifton Park is now accepting proposals from qualified engineering/landscape architecture firms to design and develop complete construction documents and specifications to construct approximately 0.3 miles of sidewalk to fill in the gaps along the north side of NY Rt 146 from Northcrest Drive to Maxwell Drive (the Project) by 2023.

The project is partially funded by a 2017 NYS DEC Climate Smart Communities grant to the Town of Clifton Park. The engineering consultant will have to abide by all requirements of the NYS Master Grant Contract (MGC) as it pertains to subcontractors. A copy of the Work Plan and Budget from the MGC can be found at the end of this RFP. A copy of this RFQ can be found on the Town of Clifton Park’s website at www.cliftonpark.org. The Town will utilize the current LDSA regional list for selecting a consultant firm.

Proposals must be submitted in **both** hard copy to Town of Clifton Park Planning Department Attn: Director of Planning John Scavo, at One Town Hall Plaza, Clifton Park, NY 12065, **and** electronically to planning@cliftonpark.org **by 4 pm on January 14, 2022**. The Town anticipates awarding the contract in early February. This project requires a compressed timeline to meet the grant contract deadline of March 2023.

INTRODUCTION AND BACKGROUND

The objective of this RFQ is to solicit statement of qualifications for the design of the Project. The successful firm will design and develop complete construction documents and specifications for the Project. The successful firm will plan and design ADA compliant sidewalks for the Project and ensure compliance with all federal, state and local laws, ordinances and regulations, and the MGC.

WORK TO BE PERFORMED and PERFORMANCE SCHEDULE

Survey, design, and construction documents (contractor)

1. Land survey and field inventory of existing conditions and ownership as they relate to rights of way and the procurement of easements and sidewalk construction for the Project. This must be completed and provided to the Town by approximately April 2022.
2. Preliminary design scheme review report including easement procurement options (as necessary) to complete the Project (identifying conceptual design alternatives considering optimum location and potential barriers or issues and solutions, including whether drainage pipes and/or retaining walls may be necessary in any locations, as well as estimated cost to build each alternative). This must be completed and provided to the Town by approximately May 2022.
3. ROW mapping, as needed.
4. ROW procurement services, as needed.
5. Final design and construction drawings with all necessary technical and engineering specifications to construct the Project, including recommended project phasing, if applicable. This must be completed and provided to the Town by approximately July 2022.
6. Construction to be completed by approximately Dec. 31, 2022.
7. Grant contract to be fulfilled and completed by March 14, 2023.

GENERAL INFORMATION

The Town requests proposals for the provision of services for surveys, design, licensed professional stamped construction documents, and all necessary specifications, and preparation of bidding documents for construction in compliance with all applicable federal, NYS, county, town, and village laws. The firm selected through this RFQ process will have experience and knowledge of the various technical aspects including the following:

1. Property and topographic field and site survey of streetscape conditions, and identifying land ownership and optimum Project route and location;
2. Sidewalk design and related concepts to include design for adequate drainage and retaining walls where necessary;
3. Use of appropriate Town of Clifton Park and NYS Department of Transportation sidewalks and crosswalks design and development standards, ADA and other applicable design standards to design sidewalks, necessary drainage, retaining wall structures, crosswalks and related pedestrian facilities for construction;
4. Cost estimating and analysis;
5. Identifying and coordinating with utility agencies to include identification of sub-surface utilities;
6. On an as needed basis, deliver public presentations or communications as part of the design phase of the project;
7. Preparation of ROW mapping as needed;
8. ROW procurement services, as needed, on behalf of the town;
9. Develop engineering design, construction plans and specifications, and prepare all necessary stamped construction documents certified by a professional engineer licensed to practice in the State of New York, that will permit the construction contractor (to be selected after the design process) to perform the work.
10. Assist the town with preparation and coordination of all required permitting and approvals needed to complete this project, including coordination with NYS DOT.
11. Construction and project management of infrastructure projects such as the Project.
12. Construction administration/support and construction inspection services, as needed, during the construction phase and preparation of final close-out documentation and reporting for such types of projects.
13. Strategic assistance/guidance to the town on sidewalks usage data collection and GHG reduction analysis and final reporting needs for the MGC. The town may utilize staff, volunteers, and outside partners to help with this task required for the grant.

Right to Reject Responses to the RFQ and Proposals

This RFQ does not commit the Town to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFQ or to procure or contract for services. The Town intends to select a qualified design consultant and negotiate an award for a contract based on the best interest and advantage to the Town and reserves the right to accept or reject any or all responses received from this request, to negotiate with all qualified proposers, or to cancel this RFQ in part or in its entirety, if it is in the best interest of the Town to do so.

Confidentiality

The Contractors agree that they shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The Contractors (i) have an affirmative obligation to safeguard any such confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the

New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

Publicity

Publicity includes but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State. The Town will assist in any publicity efforts.

Non-discrimination Requirements

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor 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;
The Contractor shall 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, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
3. At the request of the State, 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 shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
4. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

FOR CONTRACTOR RESPONSE

All proposals and questions should be directed to:
Town of Clifton Planning Department
One Town Hall Plaza
Clifton Park, NY 12065
Attn: John Scavo, Director of Planning
email: planning@cliftonpark.org

RFQ related questions will NOT be accepted after **4 PM on January 11, 2022**.

Please provide three (3) hard copies, as well as a digital (PDF) copy of the response via email.

RFQ reponses are due January 14, 2022, no later than 4 PM. Late responses will be rejected and disqualified from further consideration.

Format Requirements: Please number and re-state each subheading and question, followed by your response. Number all pages. Please limit your response to the size limits provided for each subheading as indicated. Proposals that do not include all requested data will be rejected and the proposer will be disqualified from the evaluation process. Below are the items to include in your response:

A. General Firm Information (1 page maximum)

1. Type of Firm: Corporation, partnership, sole proprietorship, joint venture
2. Year Firm Established
3. Other Firm Names: Indicate all other names by which your organization has been known and the length of time known by each name.
4. Parent Company: If applicable, state name, address, former name if applicable, tax identification number.
5. Participating Division or Branch Offices: Identify division or branch offices that will participate in the conduct of any services (office name, and address).
6. Identify the Use of Any Subconsultants: Identification of Subs to be used and their roles, if your firm is selected

B. Experience of Firm (2 pages maximum)

1. State the number of years your firm has been involved in civil engineering and landscape architecture business, as applicable.
2. Full-Time Personnel: Indicate the number of full-time personnel employed by your firm.
3. Describe, briefly, **five (5)** projects that best exemplify the range of technical and professional services for a project similar to this one. Identify project references that involve projects similar in type, size or scope to this Project and in similar locations. Please identify projects that involve the utilization of subconsultants and success in working together, if proposing to use subs.

C. Scope of Services (2 page maximum)

1. **Types of Services:** Summarize the scope of services (research, analysis, design, engineering, construction, outreach and project coordination, etc.) available from your firm that is applicable for the following:

- a. survey and field inventory of existing conditions and ownership;
- b. design alignment options with easement procurement needs for each option identified and located on parcel maps;
- c. preliminary executive summary design report for Town to review alignment options and consider best easement approach to achieve complete sidewalks (identifying optimum location, potential barriers, issues and solutions);
- d. final stamped design and construction drawings with all necessary technical and engineering specifications, etc. needed for construction, based on Town pre-approval and with any needed public outreach presentation; and development of engineer's estimate for construction;
- e. development of bid documents;
- f. construction administration/support services;
- g. construction inspection services by qualified professional construction inspectors;
- h. guidance to municipalities on sidewalks/trails user counts/studies and GHG mitigation analysis

2. **Expertise in civil engineering and landscape architecture for similar transportation projects:** Describe your ability and experience in providing on time delivery of services to survey and inventory existing conditions, provide and communicate preliminary design options and recommendations, and develop complete and stamped construction documentation with all specifications, and see projects through to completion.

D. Insurance, Non-Discrimination, and MWBE: Generally, describe your capability to secure insurance policies, adhere to Non-Discrimination Requirements, and efforts to support adherence to NYS MWBE requirements per the MGC, through the firm's own hiring and procurement of subcontractors.

TOWN OF CLIFTON PARK TOWN BOARD

January 18, 2022

The meeting of the Town Board of the Town of Clifton Park was held in the Town Office Building at 7:00 p.m. Supervisor Barrett presiding.

Present: Supervisor Barrett
Councilwoman Flood
Councilwoman Standaert
Councilman Morelli
Councilwoman Walowit
Town Clerk Brobston

Also Present: Town Attorney McCarthy
Mark Heggen, Comptroller
Matt Andrus, Information Specialist
Daniel Clemens, Director of Buildings, Parks & Recreation
Dahn Bull, Highways Superintendent

MINUTES APPROVAL

MOTION by Councilwoman Walowit, seconded by Councilman Morelli, to approve the minutes of January 3, 2022, and Organizational meetings as presented.

ROLL CALL VOTE

Ayes: Councilwoman Flood, Councilwoman Standaert, Councilman Morelli,
Councilwoman Walowit, Supervisor Barrett

Noes: None

MOTION CARRIED

ANNOUNCEMENTS AND COMMUNICATION

Supervisor Barrett reminded residents/organizations of non-profit's an application for the ARPA grant funds are available on the cliftonpark.org website. Saratoga County will also be offering the ARPA grant funds, with their application on the saratogacountyny.gov website very soon. This is a wonderful way to support the non-profit organizations who have been negatively affected by the pandemic.

Councilwoman Standaert announced the Town of Clifton Park Youth Court is resuming, after a year off because of the pandemic, training sessions tomorrow, January 19 at the Public Safety Building starting at 7PM. Zoom is an option for anyone who cannot personally attend. The training schedule will be on the town website and the Youth Court Facebook page.

RESOLUTIONS

No one wished to be heard.

Resolution No. 22 of 2022, a resolution authorizing the Supervisor to sign a grant contract for a project to construct a sidewalk to provide pedestrian access on the north side of State Route 146 to connect the Tallow Wood neighborhood with the Town Center.

Introduced by Councilwoman Standaert, who moved its adoption, seconded by Councilwoman Flood.

WHEREAS, by Resolution No. 202 of 2017, the Town Board authorized the Planning Department to begin a grant application process to seek funding assistance for a sidewalk project on the northern side of Route 146 in the Town Center area, and

WHEREAS, the Town has been advised that the project has been awarded grant funding under the NYS DEC Climate Smart Communities Program, in the amount of \$220,000, and

WHEREAS, the project will require a 50% local match, as well as first instance funding by the Town in the amount of \$440,000, and

WHEREAS, the project will provide pedestrian access to the Town Center area from the Northcrest, Robinwood, and Tallow Wood neighborhoods, as well as connections to existing multi-use trail networks within the Town, and

WHEREAS, the Town Board supports the project and wishes to commit to local funding in order to proceed; now, therefore, be it

RESOLVED, that the Supervisor is authorized to sign the attached master grant contract for the Clifton Park Route 146 Sidewalk Project; and be it further

RESOLVED, that the Town Board commits to funding in the first instance of up to \$440,000 to plan, design and construct the project, as well as the local match commitment of \$220,000.

ROLL CALL VOTE

Ayes: Councilwoman Flood, Councilwoman Standaert, Councilman Morelli,
Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

Resolution No. 23 of 2022, a resolution authorizing the Supervisor to sign a grant contract for a project to construct a multi-use path along Hubbs Road.

Introduced by Councilman Morelli, who moved its adoption, seconded by Councilwoman Flood.

WHEREAS, the Town has been awarded grant funding for a multi-use trail along the south side of Hubbs Road, to connect the Dutch Meadows and Country Knolls neighborhoods with Jonesville, including pedestrian access and high visibility crossing signs under the NYS DEC Climate Smart Communities Program, in the amount of \$278,271, and

WHEREAS, the project will require a 50% local match, as well as first instance funding by the Town in the amount of \$556,542, and

WHEREAS, the project will provide pedestrian access to the hamlet of Jonesville from Dutch Meadows and Country Knolls neighborhoods, as well as pedestrian and non-motorized access to Hatlee, Main Street and MacElroy Roads, and connections to existing multi-use trail networks within the Town, and

WHEREAS, the Town Board supports the project and wishes to commit to local funding in order to proceed; now, therefore, be it

RESOLVED, that the Supervisor is authorized to sign the attached master grant contract for the Hubbs Road Multi-use path; and be it further

RESOLVED, that the Town Board commits to funding in the first instance of up to \$556,542, to plan, design and construct the project, as well as the local match commitment of \$278,271.

TOWN OF CLIFTON PARK

[NY ROUTE 146 SIDEWALKS: SIDEWALK DESIGN AND CONSTRUCTION ENGINEERING SERVICES]

M.J. Engineering and Land Surveying, P.C. (MJ) is passionate about making communities safer, more walkable and bikeable for people of all ages and abilities, especially when a project takes place in your own backyard. We have been an active part of Clifton Park's community since our inception. We are headquartered within the Town and have served as a Town-Designated Engineer since 2012, reviewing and coordinating over 300 projects through this contract. MJ has previously completed several similar LDSA projects, including intersection improvements along the Sitterly Road corridor, pedestrian and bicycle improvements on Crescent Road, and are currently working on the multi-use path connection on Moe Road in Clifton Park. Clifton Park is where we do business and is also our home, and we take pride in providing services for the betterment of our community.

MJ is a recognized leader in transportation safety. Our transportation and traffic engineering group has decades of expertise including funding allocation, traffic studies and design projects, which include sidewalks, pedestrian/bicycle safety improvements, multi-use paths, and complete streets designs.

MJ is a full-service firm specializing in transportation design. MJ began in 1979 as a two-person firm offering civil engineering out of a home office. The firm has grown to a 150-person firm, doubling in size over the past decade, and offers a wide range of engineering, inspection, architecture, landscape architecture, and planning services.

A. GENERAL FIRM INFORMATION

- 1. Type of Firm:** Corporation
- 2. Year Firm Established:** 1979
- 3. Other Firm Names:** N/A
- 4. Parent Company:** N/A
- 5. Participating Division or Branch Offices:**
21 Corporate Drive, Clifton Park, NY 12065
HEADQUARTERS: 1533 Crescent Road Clifton Park, NY 12065
- 5. Identify the Use of Any Subconsultants:**
We will be teaming with **Greenman Pedersen, Inc.**



Engineering and
Land Surveying, P.C.

ADDRESS:
1533 Crescent Road
Clifton Park, NY 12065

CONTACT:
518.371.0799
mpanichelli@mjels.com



“ Thank you for the hard work and professionalism your firm displayed. MJ effectively handled project scope changes late in the process and produced plans on time and on budget. Eric and Lisa displayed a high level of professionalism and it was a pleasure working with them. ”

Lisa M. Ramundo, PE
Albany County

Check out our Sitterly Road Construction Video:
bit.ly/3FoiB0w

“ We are very pleased with MJ's performance on our recently completed Crescent Road Multi-Use Trail Project. The quality of their work, specifically design deliverables, is excellent. MJ has been extremely responsive to our needs. The staff at MJ pays special attention to meeting the project schedule. They have the ability to quickly adapt to changes in the schedule and scope. ”

John Scavo
Town of Clifton Park

B. EXPERIENCE OF FIRM

1. State the number of years your firm has been involved in civil engineering and landscape architecture business, as applicable. 42 years

2. Full-time Personnel: Indicate the number of full-time personnel employed by your firm. MJ is home to 150 full-time personnel. MJ's proposed staff is dedicated to improving our local community.



Lisa Wallin, PE
Project Manager

Lisa has 17 years of expertise, specializing in complete streets and pedestrian safety. She is experienced in developing funding applications, as well as design for municipal projects. Lisa will be the single point of contact to the Town. Lisa has coordinated with the Town of Clifton Park on several projects. Her existing relationship with Town staff will be extremely beneficial to this project.



Eric Williams, PE
QA/QC Manager

Eric has 26 years of experience with local and federal aid projects involving roadway and pedestrian/bicycle improvements. Over his 24 years at MJ, his efforts have led to the delivery of more than \$500M worth of successfully delivered projects. Eric will oversee the QA/QC measures and ensure that quality reviews and coordination are conducted for all aspects of the project.



Craig Swayne, PE
Lead Engineer

Craig has 19 years of transportation experience and is responsible for the development of a number of MJ's highway design projects. A majority of his work is focused in transportation planning, pedestrian amenities, multi-use trails, complete streets, pavement reconstruction and intersection design. He has years of experience preparing, relaying and coordinating technical information.



Megan Bacon
Design Engineer

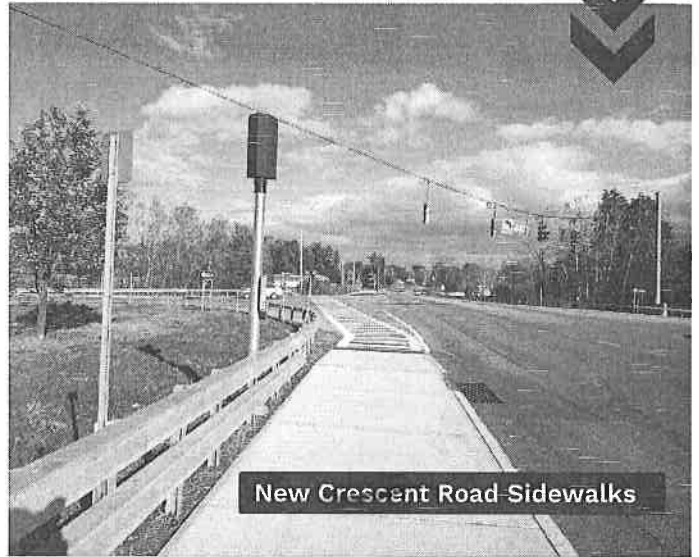
Megan has extensive experience involving pedestrian and bicycle facilities, streetscapes, and roadway design projects. She is extremely knowledgeable in all transportation related design software required for this type of project and will assist the lead engineer with the project design, cost estimating and specifications. Megan will provide design and coordination efforts for this project.

3. Describe, briefly, five (5) projects that best exemplify the range of technical and professional services for a project similar to this one.

1. CRESCENT ROAD PEDESTRIAN & BICYCLE IMPROVEMENTS, TOWN OF CLIFTON PARK

MJ led the design of a multi-use path to create a more walkable neighborhood for this part of the Town. MJ designed a one-mile trail (path and sidewalk) connecting the Towns of Clifton Park and Halfmoon. It included upgrading two intersections, curbing, bridge rail design, drainage, crosswalks, lighting, pedestrian signals, and ADA ramps. MJ was also responsible for all survey, public/stakeholder meetings, environmental permitting, and full-time construction inspection.

Completion □ 2017
Cost □ \$2.6M



New Crescent Road Sidewalks

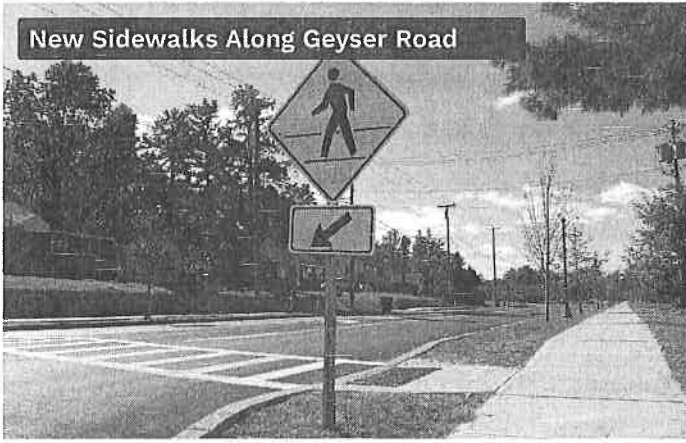
2. TOWN OF MILTON STREETSCAPE IMPROVEMENTS, TOWN OF MILTON

MJ provided engineering services for the design of roadway widening and pedestrian accommodations, including sidewalks, curbing, lighting, drainage and the addition of a center, two-way turn lane on Geyser Road in the Town of Milton. The project includes "complete streets" concepts and enhances Milton's Town Center by enhancing vehicular and pedestrian access and safety.

MJ was also responsible for topographic survey and mapping, permitting, cost estimating, coordination of public meetings, and construction inspection.

Completion □ 2015
Cost □ \$1.5M





New Sidewalks Along Geyser Road

4. SAFE ROUTES TO SCHOOL PROGRAM - NEW SIDEWALK PROJECT, VILLAGE OF FORT EDWARD

MJ facilitated a Safe Routes to School (SRTS) grant to install handicap accessible sidewalks, crosswalk ramps, pedestrian warning signs, and pedestrian-scale lighting on five key streets, which were primary walking routes for students in the Fort Edward school district. MJ worked with the Village to gather existing conditions data. MJ utilized our mobile mapping technology to capture information from a moving vehicle with a high level of precision. MJ designed 4,800 feet of new and renovated sidewalks along with improvements to pedestrian accommodations, crosswalks, lighting, ADA ramps, and pedestrian signals. MJ was also responsible for all stakeholder and public meetings.

Completion □ 2017
 Cost □ \$600K

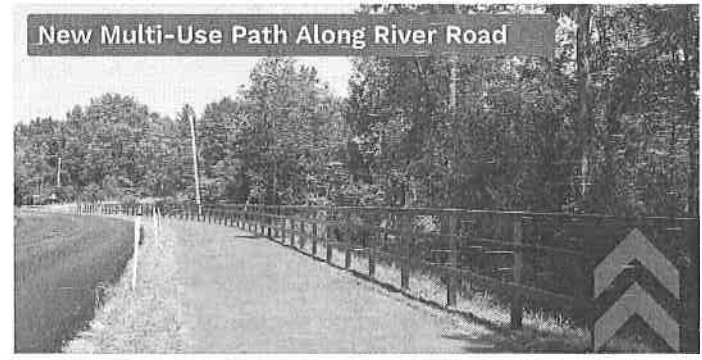
3. SITTERLY ROAD CORRIDOR & PEDESTRIAN IMPROVEMENTS, TOWN OF CLIFTON PARK

MJ led the traffic engineering and design to develop improvements that decreased volume delays during peak traffic hours along the corridor. Before the improvements, the unsynchronized timing of all the signals, combined with the lack of turn movement, lanes created traffic delays. MJ's improvements to reverse these issues included the design of new sidewalks, intersection improvements, traffic signals, additional turn lanes and pedestrian upgrades. The project increased pedestrian, bicycle and motorist safety by installing new synchronized and compatible traffic signals at two intersections on Sitterly Road. The pavement was widened to facilitate the addition of turning lanes to the identified intersections. To maintain project controls and minimize/mitigate project risks, MJ also provided project management, construction inspection and coordination services, which were paramount to success of the sidewalk installation.

Completion □ 2020
 Cost □ \$2.2M



Sitterly Road Corridor Improvements



New Multi-Use Path Along River Road

5. MULTI-USE PATHS AND SIDEWALKS, TOWN OF NISKAYUNA

MJ was responsible for design of two multi-use trails: the Flower Hill Multi-Use Path and the Soccer Field Multi-Use Path. The Flower Hill project included design and construction of a 10-foot wide asphalt trail from the Flower Hill cul-de-sac to the Mohawk-Hudson Bike-Hike Trail via Rosendale Road and an existing trail spur along Ferry Bridge Road. This project included a mid-block crosswalk and the addition of flashing beacons. The Soccer Field project included 1,200 linear feet of 10-foot wide asphalt trail at the Zenner Road Soccer Complex which connects to the Mohawk-Hudson Bike-Hike Trail. These projects improved the walking and cycling environment by connecting hundreds of households to the Mohawk-Hudson Bike-Hike Trail.

Completion □ 2018
 Cost □ \$1.1M

“Each project had its own complications which MJ helped the Town navigate through. Their environment permitting was timely and accurate. In addition to their superb assistance through design, MJ was retained for construction inspection, a job they excelled at. The end result has been highly praised by residents and we see regular use of the paths.”
 Laura Robertson, Town Planner



Engineering and Land Surveying, P.C.

C. SCOPE OF SERVICES

MJ understands the Town's need to complete gaps in the safe, accessible pedestrian connection between Northcrest Drive and Maxwell Drive, near the Shenendehowa School Campus.

1. Types of Services.

a. Survey and field inventory of existing conditions and ownership. MJ has topographic survey mapping of the project corridor that was prepared for the Town during the project scoping. The data collection for this project will consist of a supplemental survey effort to confirm and update the topographic mapping as needed. We will also perform an engineering site inspection to assess the needs and obstacles within the project limits, and perform an ADA compliance audit on existing pedestrian infrastructure. Our team is skilled in providing outreach and coordination with utility companies, transportation providers and stakeholders that are typically involved in projects within the public right-of-way (ROW).

It is anticipated that the proposed sidewalk will affect some existing utility poles. MJ will coordinate with the respective utility owners to identify relocations and prepare utility agreements. The research and field work required to identify the public ROW in conjunction with the review of tax map information will be completed and included in the survey mapping. It has been assumed that ROW acquisitions will be required for this project to accommodate the sidewalk and/or utility poles. MJ will team with Greenman-Pedersen, (GPI) to perform ROW incidental and acquisition. The need for permanent easements and fee acquisitions will be minimized with retaining walls, if required. Grading outside the ROW can potentially be permitted by grading releases signed by property owners prior to construction.

b. Design alignment options with easement procurement needs. The preliminary design task will encompass conceptual design development that will be completed to the extent that will allow MJ to accurately evaluate impacts to private property, utilities, and environmental features for each sidewalk alignment option (maximum of three (3) alignment options). MJ will provide a preliminary cost estimate of each option to gauge whether the proposed improvements are in line with the funding secured for the project.

c. Preliminary executive summary design report for Town to review alignment options and consider best easement approach to achieve complete sidewalks. While the field data is being processed and concept design is being developed, MJ will prepare a technical memo that will include a summary of design elements for each concept, identify ROW acquisition needs, and confirm conflicts with existing features and/or utilities.

The memo will also summarize the findings of an environmental screening, SEQR determination and environmental permits required. A preferred design option will be recommended for the Town's consideration based on the ability of the option to minimize or avoid impacts, and cost.

d. Final stamped design and construction drawings and specifications needed for construction any needed public outreach presentation and development of engineer's estimate for construction. MJ will prepare the final design and construction drawings, plans, specifications, and an itemized cost estimate for the proposed sidewalk and related features. The final design and construction documents will be provided to the Town and NYSDEC for review at least two weeks prior to the submission date for comments. These documents will be prepared under the direction of a licensed professional engineer, reviewed by and certified by a licensed professional engineer. **Key elements of the final design details are expected to include**

- Work Zone Traffic Control (WZTC) staging to ensure the safety of vehicles, bicyclists and pedestrians during construction
- 3D modeling of proposed sidewalk and ramps to ensure the design will meet ADA design guidelines
- Coordination with affected utility owners to plan for required utility relocations and avoid delays during construction
- Maintaining adequate roadside drainage both during construction and in the final condition
- Minimizing impacts to private property
- Use of NYSDOT specifications based on the type of work and ease of obtaining a highway work permit from NYSDOT

MJ will coordinate with the Town to determine the most effective time to host a public engagement opportunity. The project work plan one requires one (1) public engagement effort during preliminary design to present design alternatives. Given the nature of the proposed work, MJ anticipates that design alternatives will only have slight variations in sidewalk alignment and it would be more beneficial to solicit public input on draft final design plans. Should the Town be interested, MJ can develop a more creative public engagement strategy to gain the attention of all user and age groups that may include strategies such as an in-person, outdoor open house style event at the school or other public place, or a website created for the project on which users could leave comments on the design. MJ assumes that the Town would be responsible for advertising the event(s).



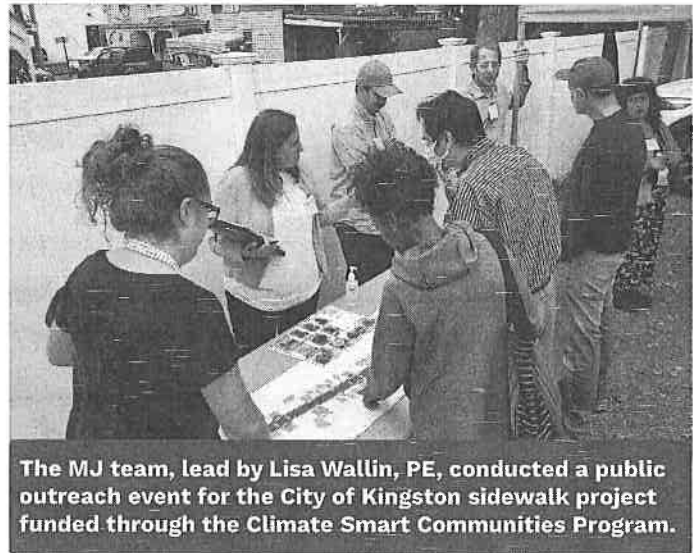
MJ will prepare the required environmental permit applications (if any) when the extent of impacts are clearly understood. We suggest beginning coordination with the appropriate agencies early in the final design development phase to ensure a timely project delivery. It is anticipated that a NYSDOT highway work permit will be required to permit work within the State's NY Route 146 ROW, and the selected construction contractor will be responsible for obtaining this permit. MJ proposes to submit draft construction plans to the NYSDOT permits group for review so that comments are addressed during design, which helps expedite the permit application process for the contractor.

e. Development of bid documents. MJ will provide the Town with the documents needed to advertise the project and obtain bids. MJ is familiar with the Town's preferred bid document format. We assume that the Town will be responsible for placing the advertisement. MJ will be available to respond to questions from potential bidders regarding design-related items.

f. Construction administration/support services. MJ will attend the pre-bid walk through (if one is scheduled) and the bid opening and will assist in reviewing received bids to ensure bids are reasonable and inclusive of the project scope. Our experience with cost estimating will be valuable in assessment of the bids and assisting the Town with the important decision of selecting a qualified contractor. Following the bid analysis and award process, MJ will schedule and conduct a preconstruction meeting. MJ will provide technical support during construction on questions relating to the design. Construction administration tasks will include shop drawing and materials review, answering requests for information, and producing design modifications as needed. Weekly inspection reports and the contractor's as-built drawings will be reviewed, and any issues will be reviewed during the weekly on-site coordination meetings.

g. Construction inspection services. The Climate Smart Communities program does not require full-time construction oversight; however, in our experience the NYSDOT will require full time inspection as part of the highway work permit. MJ will provide an inspector highly experienced in construction management and construction inspection on similar sidewalk construction projects. Our inspectors routinely collaborate with our design team, allowing MJ to seamlessly transition from design to construction, which results in a reduction of field changes and unforeseen issues. The knowledge of our whole team being utilized throughout the duration of the project will ensure a steady and streamlined process. MJ's engineers and construction inspection staff will utilize Appia software to track quantities and payments. Inspection staff will maintain the required project records and produce as-built plans.

h. Guidance on sidewalks/trails user counts/studies and GHG mitigation analysis. MJ has worked with NYSDEC grants management staff recently to develop a metrics monitoring plan for a complete streets project in the City of Kingston. MJ will consult with the Town and NYSDEC project manager to develop a list of metrics for use in monitoring progression of the project and ensure the successful implementation of the Climate Smart Communities Program. For this sidewalk project, we would propose to perform pedestrian counts during the design phase (preconstruction), and again after the sidewalks are installed. Another option would be to poll the school district to determine if students that live in the vicinity of the new sidewalk route were more apt to walk to school as opposed to taking the bus, or if students that often walk along Route 146 after school feel more comfortable doing so.



The MJ team, lead by Lisa Wallin, PE, conducted a public outreach event for the City of Kingston sidewalk project funded through the Climate Smart Communities Program.

2. Expertise in civil engineering and landscape architecture for similar transportation projects.

As noted in Section B of this proposal, MJ has the demonstrated ability to provide constructible designs using strategies that ensure the Town's expectations on users' and maintenance needs are met, including quality, aesthetics, schedule and costs. With a resume of over 100 successfully completed pedestrian connectivity projects, MJ provides professional services to assist municipalities across New York implement pedestrian, bicycle and safety improvement projects. Our team of in-house engineers, landscape architects, surveyors and construction inspectors are able to complete all phases of a pedestrian connectivity project such as this one, from master planning, utility mapping and site design to construction inspection and management services. MJ's staff of civil engineers has an excellent reputation for assisting our clients with project planning and implementation in a manner that minimizes overall cost, development time, and environmental impact, while maximizing project potential and maintaining project budget.



D. Insurance, Non-Discrimination, and MWBE

E: Generally, describe your capability to secure insurance policies, adhere to non-discrimination requirements, and efforts to support adherence to NYS MWBE requirements per the MGC, through the firm's own hiring and procurement of subcontractors.

Insurance: MJ has, in place, all of the necessary insurance to complete this project.

Non-Discrimination and MWBE: MJ is highly familiar with the requirements of the NYS Master Grant Contract (MGC) and will meet the requirements pertaining to subcontractors. As a former certified minority and disadvantaged enterprise, diversity is woven into the fabric of MJ. Women and minorities make up more than 40 percent of our workforce, which is well above the industry average. We are proud of our record of exceeding M/WBE goals.

RECORD OF MEETING OR EXCEEDING MWBE/DBE GOALS ON RECENT LOCAL DESIGN PROJECTS:

PROJECT NAME	SUBCONSULTANTS	UTILIZATION %
Oxbow Hill Moon Hill Road Reconstruction Warren County, NY	Ambient (W/DBE) Atlantic Testing (WBE) Lu Engineers (M/DBE) QC/QA Laboratories (SDVOB)	30%
Parker Road Bridge over Breen Brook Town of Hadley, NY	Atlantic Testing (WBE) QC/QA LABORATORIES (SDVOB)	20%
Floyd Avenue Bridge over Mohawk City of Rome, NY	Atlantic Testing (WBE)	20%
Highbridge & East Campbell Road Upgrades Schenectady County, NY	Atlantic Testing (WBE) OSPA (W/DBE) QC/QA Laboratories (SDVOB)	20%
Peaceable Street over Mourning Kill Bridge Town of Charlton, NY	Atlantic Testing (WBE) QC/QA Laboratories (SDVOB)	20%
Hudson Avenue Reconstruction Village of Green Island, NY	EDR (W/DBE) QC/QA Laboratories (SDVOB)	20%
Nott Street Pedestrian Safety Improvements Schenectady County, NY	OSPA (W/DBE)	20%

Engineering Consultant Agreement

Agreement made this _____ day of February 2022 by and between

The Town of Clifton Park

having its principal office at the Town Hall, One Town Hall Plaza, Clifton Park, NY
(Clifton Park)

and

M. J. Engineering and Land Surveying, P.C.

with its office at 1533 Crescent Road, Clifton Park, NY 12065
(the "Consultant")

WITNESSTH:

WHEREAS, in connection with a NYS DEC Climate Smart Communities grant identified for the purposes of this agreement as the

DEC01-C00592GG - NY Route 146 Sidewalks

(as described in detail in Attachment A annexed hereto, the "Project") **Clifton Park** has sought to engage the services of the **Consultant** to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, **Clifton Park** has selected the Consultant to perform such services in accordance with the requirements of this Agreement; and

WHEREAS, **Philip Barrett**, Town Supervisor, is authorized to enter this Agreement on behalf of the Town of Clifton Park,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This agreement consists of the following:

- Agreement Form - this document titled "Architectural/Engineering Consultant Agreement";
- Attachment "A" – Project Description and Funding
- Attachment "B" – Task List;
- Attachment "C" - Cost Estimate (as applicable, Staffing Rates, Hours, Reimbursable and Fee)

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

- 2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide **Clifton Park** with plans, estimates and other services and deliverables more specifically described in Attachment "B".
- 2.2 The CONSULTANT shall ascertain the applicable practices of **Clifton Park**, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Agreement shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".
- 2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from **Clifton Park**.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder **Clifton Park** shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

3.1 Lump Sum Cost Plus Reimbursable Method – Tasks 1-8 – Preliminary and Final Design			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
ITEM I	A Lump Sum paid to Consultant for the scope of services hereunder, unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	A Lump Sum of \$92,200	The CONSULTANT shall be paid in monthly progress payments based upon the percentage of work accomplished and Direct Non-Salary Costs incurred during the period.
ITEM II	Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Agreement; all subject to audit.	Actual costs incurred in the performance of this agreement as identified in Attachment C or otherwise approved in writing by Clifton Park or its representative. All reimbursement for travel, meals and lodging shall be made at actual cost paid, but such reimbursement shall not exceed the per diem rates established by NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Dept. of Labor. For Reimbursable Direct Non-Salary Costs a multiple of One time shall be applied to the expenses incurred by the Consultant, the consultant's employees, or the subconsultant not to exceed \$5,500.	Progress payments are subject to approval of the Clifton Park representative.
ITEM III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of Clifton Park at the completion of the work or at the option of Clifton Park.	Salvage value	

3.1 Cost Plus Fixed Fee Method – Task 9 - Construction Inspection			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
ITEM I	<p>Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Contract, plus properly allocable partial salaries of all persons working part-time on this PROJECT.</p> <p>The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Sponsor.</p> <p>If, within the term of this Contract, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance</p>	<p>Actual cost incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative.</p> <p>Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Contract, all subject to audit.</p> <p>Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Sponsor.</p>	<p>The CONSULTANT shall be paid in monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C.</p>
ITEM II	<p>Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Agreement; all subject to audit.</p>	<p>All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller.</p> <p>All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.</p>	<p>Bills are subject to approval of the Sponsor and Sponsor's Representative.</p>
ITEM III	<p>Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of Clifton Park at the completion of the work or at the option of Clifton Park, respectively.</p>	<p>Salvage value</p>	
ITEM IV	<p>Overhead Allowance based on actual allowable expenses incurred during the term of this Contract, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations (FAR), sub-part 1-31.2 as modified by sub-part 1-31.105, and applicable policies and guidelines of the Sponsor.</p> <p>For the purpose of this Contract, an accounting period shall be the CONSULTANT's fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Sponsor for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this Item.</p>	<p>The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE and shall be a FAR compliant rate initially established as 197%, subject to audit.</p>	
ITEM V	<p>Negotiated Lump Sum Fixed Fee.</p> <p>Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.</p>	<p>A negotiated Lump Sum Fee which in this CONTRACT shall equal Seven Thousand Seven Hundred Twenty-Five Dollars. (\$7,725).</p>	
ITEM VI	<p>The Maximum Amount Payable</p>	<p>Maximum Amount Payable under this Method shall be Ninety-Four Thousand, Five Hundred Dollars. (\$94,500).</p>	

ARTICLE 4. INSPECTION

The duly authorized representatives of **Clifton Park** shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 5. AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of **Clifton Park**:

A. For Cost Plus Fixed Fee Method - All costs are subject to audit.

5.2 In order to enable **Clifton Park** to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.

- I. Records of Direct Non-Salary Costs;
- II. Copies of any subcontracts relating to said contract;
- III. Location where records may be examined; and
- IV. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

6.1 **Clifton Park** will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to **Clifton Park** from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Agreement or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

7.1 Consultant's performance of this Agreement within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify **Clifton Park** of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to **Clifton Park** on a monthly basis or such alternative interval as **Clifton Park** directs in writing.

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Agreement and constitutes extra work, the CONSULTANT shall promptly notify **Clifton Park**, in writing, of this fact prior to beginning any of the work. **Clifton Park** shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that **Clifton Park** determine that such work does constitute extra work, **Clifton Park** shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by **Clifton Park**. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by **Clifton Park** to the CONSULTANT for execution after approvals have been obtained from necessary **Clifton Park** officials, and, if required from

the Federal Highway Administration.

- 7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to **Clifton Park** all assistance required by **Clifton Park**. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Agreement for the additional services above described, **Clifton Park's** direction shall be exercised by the issuance of a separate Agreement, if necessary.

ARTICLE 8. CONSULTING LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors, agents or employees in the performance of his service under this Agreement.

Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless **Clifton Park** from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Agreement, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT'S failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against **Clifton Park** beyond such as may legally exist irrespective of this Article or this Agreement.

The CONSULTANT shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of Two Million Dollars \$2,000,000 per project, issued to and covering damage for liability imposed on the CONSULTANT by this Agreement or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Agreement. The CONSULTANT shall supply any certificates of insurance required by **Clifton Park** and adhere to any additional requirements concerning insurance.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

The CONSULTANT shall not commence work under this Contract until he/she/it has obtained all insurance required under this paragraph and **Clifton Park** has approved such insurance. **Clifton Park** requires the following insurance coverage and amounts:

- (A) Comprehensive General Liability, including personal injury coverage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and property damage coverage in the amount of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
- (B) Automobile coverage with a combined single limit of \$1,000,000.00.
- (C) Statutory Worker's Compensation Disability Coverage.
- (D) Unemployment Insurance Benefits as required by statute.

The CONSULTANT shall submit at the time of the execution of this agreement, certificates of insurance properly executed by an authorized representative of its insurance underwrite, evidencing such insurance policies to be in full force and effect, naming **Clifton Park** and its officers, employees, agents and representatives as additional insured.

Notice of termination of any such policies must be provided to **Clifton Park** at least thirty (30) days in advance. CONSULTANT shall, on or before this 30 day period, provide **Clifton Park** with a prospective Certificate of Insurance with the above coverage and limits for the balance of the term of this agreement.

All insurance coverage required to be purchased and maintained by the CONSULTANT under this agreement shall be primary for the defense and indemnification on any action or claim asserted against **Clifton Park** and/or CONSULTANT for work performed under this agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.

The CONSULTANT shall furnish the above insurance to **Clifton Park** and shall also name Clifton Park as an additional insured in said policies.

Any accident shall be reported to **Clifton Park** as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to **Clifton Park** as soon thereafter as possible, and not later than three (3) days after the date of such accident.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the PROJECT existing in the office of **Clifton Park** or existing in the offices of the CONSULTANT shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 11. RECORDS RETENTION

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. **Clifton Park**, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as **Clifton Park** may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of **Clifton Park** of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this agreement.

ARTICLE 13. TERMINATION

Clifton Park shall have the absolute right to terminate this Agreement, and such action shall in no event be deemed a breach of contract:

- A. for convenience of **Clifton Park** - if a termination is brought about for the convenience of **Clifton Park** and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. for cause - if the termination is brought about as a result of **Clifton Park's** determination of unsatisfactory

performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to **Clifton Park**, of the total amount of work contemplated by the PROJECT Agreement.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Agreement, and **Clifton Park** shall make all payments due to them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to **Clifton Park** or his duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to **Clifton Park** for any damages it may sustain by reason thereof. Upon the delivery of all such data to **Clifton Park**, **Clifton Park** will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

ARTICLE 15. CODE OF ETHICS

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any work under this Agreement is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of **Clifton Park** by reason hereof, and that he 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 **Clifton Park**, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, **Clifton Park** shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The CONSULTANT specifically agrees, that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Agreement or of his right, title or interest therein, or his power to execute such Agreement, to any other person, company or corporation, without the previous consent in writing of **Clifton Park**.

If this provision is violated, **Clifton Park** may revoke and annul the Agreement and **Clifton Park** shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of **Clifton Park**.

ARTICLE 19. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and **Clifton Park** a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/SUBCONSULTANTS

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be bound by the same required contract provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or other SUBCONSULTANT shall include all standard required contract provisions, and such agreements shall be subject to review by **Clifton Park**.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Agreement, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Agreement to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any

person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, **Clifton Park** may in certain circumstances, provide compensation for such work.
- B. Neither **Clifton Park's** review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to **Clifton Park** in accordance with applicable law for all damages to **Clifton Park** caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.
- C. The rights and remedies of **Clifton Park** provided for under this contract are in addition to any other rights and remedies provided by law.
- D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Municipality Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with 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 CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. 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 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, CONSULTANT agrees

that neither it nor its SUBCONSULTANTS 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 Agreement. CONSULTANT 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 Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5©

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Agreement, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- A. an existing contract for the PROJECT ROW incidental work or construction engineering; or
- B. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work described in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS

For all contracts other than personal services in excess of \$5,000, the consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$20,000 except printing contracts in excess of \$10,000, the consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. 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 Consultant'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, Consultant and its subconsultants 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.

ARTICLE 28. 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 Consultant agrees, as a material condition of the contract, that neither the Consultant 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 Consultant, or any of the aforesaid affiliates of Consultant, 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 **Clifton Park** and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (See, 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

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

ARTICLE 30. MISCELLANEOUS

30.1 *Executory Contract.* This Agreement shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by **Clifton Park** beyond the monies legally available for the purposes hereof.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective the day and year first above written.

Town of Clifton Park

M. J. Engineering and Land Surveying, P.C.

by: _____
Philip Barrett Town Supervisor

by: _____
Michael D. Panichelli, President

Date: _____

Date: _____

ACKNOWLEDGEMENT OF THE TOWN OF CLIFTON PARK

STATE OF NEW YORK

ss:

COUNTY OF SARATOGA

On this ___ day of **February, 2022** before me, the subscriber personally appeared, **Philip Barrett** to me known, who, being by me duly sworn, did depose and say; that he resides in the **Town of Clifton Park**, New York; that he is the **Town Supervisor** of the **Town of Clifton Park**, the corporation described in and which executed the foregoing instrument; that he is the authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of the **Town of Clifton Park**.

Notary Public, Saratoga County, N.Y.

ACKNOWLEDGEMENT OF THE CONSULTANT

STATE OF NEW YORK

ss:

COUNTY OF SARATOGA

On this ___ day of **February, 2022** before me, the subscriber personally appeared **Michael D. Panichelli** to me known, who, being by me duly sworn, did depose and say; that he resides in the **Town of Clifton Park, New York**; that he is the **President** of **M.J. Engineering and Land Surveying, P.C.**, the corporation described in and which executed the foregoing instrument; that he is the authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of **M. J. Engineering and Land Surveying, P.C.**

Notary Public, Saratoga County, N.Y.

Attachment A

Architectural/Engineering Consultant Agreement Project Description and Funding

DEC01-C00592GG - NY Route 146 Sidewalks

Main Agreement Amendment to Agreement Supplement to Agreement

Phase of Project Consultant to work on:

P.E./Design **ROW Incidentals** **ROW Acquisition** **Construction, C/I, & C/S**

PROJECT DESCRIPTION:

**DEC01-C00592GG
NY Route 146 Sidewalks**

Project Location:

Town of Clifton Park
Saratoga County, New York

Consultant Work Type: See Attachment B for more detailed Task List.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:

\$ 186,700

ATTACHMENT "B"

TASK LIST

Contract No. DEC01-C00592GG-3350000

NY Route 146 Sidewalk Extension

Town of Clifton Park

February 2022



TABLE OF CONTENTS

Section 1	General
Section 2	Data Collection
Section 3	Preliminary Design
Section 4	Environmental
Section 5	Right-of-Way
Section 6	Detailed Design
Section 7	Advertisement, Bid Opening and Award
Section 8	Construction Support
Section 9	Construction Inspection
Section 10	Estimating & Technical Assumptions

Section 1 - General

1.01 Project Description and Location

This project is known as:

DEC Contract ID: DEC01-C00592GG-3350000
Project: NY Route 146 Sidewalk Extension

Project Description: Town of Clifton is using a 2017 NYS DEC Climate Smart Communities grant to design and construct approximately 0.3 miles of new 5-foot-wide concrete sidewalks for pedestrian travel on the north side of NY Route 146, connecting Northcrest Drive to the nearby Town Center area at Maxwell Drive. Two pedestrian crosswalks will be designed at the Crestmont Drive and Tallow Wood Drive intersections.

Town: Clifton Park
County: Saratoga

All work performed by the **Consultant** at the **Consultant's** initiative must be within the current project limits specified above.

1.02 Contract Administrator

The **Town's** Contract Administrator for this project is John Scavo who can be reached at 518.371.6054.

All correspondence to the **Town** should be addressed to:

John Scavo
Director of Planning
Town of Clifton Park
One Town Hall Plaza
Clifton Park, NY 12065

All further references to the **Town** in this Scope of Services shall be applicable to the **Town of Clifton Park**.

1.03 Project Classification

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be Unlisted.

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 2	Data Collection & Analysis
Section 3	Preliminary Design
Section 4	Environmental
Section 6	Detailed Design
Section 7	Advertisement, Bid Opening and Award
Section 8	Construction Support
Section 9	Construction Inspection

When specifically authorized in writing to begin work, the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Town** with reports, plans, estimates, and other data specifically described in Sections 1 through 8.

1.05 Project Familiarization

The **Consultant** will become familiar with the project before starting any work. This includes thorough review of all supplied project information and a site visit to become familiar with field conditions. **Consultant** will obtain the following information from the **Town** (*).

- Approved project initiation document (Initial Project Proposal or similar documentation) indicating project type, project location, cost estimate, schedule, and fund source(s)
- Transportation needs
- Plans for future related transportation improvements or development in the area of the project, including Saratoga's plans, if any.
- Traffic Data
- Accident records and history
- Record as-built plans
- Pavement history
- Anticipated permits and approvals (initial determination)
- Available project studies and reports
- Other relevant documents pertaining to the project

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Town's** Contract Administrator. Meetings may be held to:

- A. Present, discuss, and receive direction on the progress and scheduling of work in this agreement.
- B. Present, discuss, and receive direction on project specifics.
- C. Discuss and resolve comments resulting from review of project documents, advisory agency review and coordination with other agencies.
- D. Prepare and preview visual aids for public meetings and facilitate and conduct public meetings.
- E. Manage **subconsultants** and/or subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within 10 business days of the meeting date.

1.07 Cost and Progress Reporting

For the duration of this agreement, the **Consultant** will prepare and submit to the **Town** a monthly invoice with a progress report in a format approved by the **Town**. The beginning and ending dates defining the reporting period will correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. In cases where the **Town** officially suspends all work under this contract, this task will not be performed during the suspension period or as directed by the **Town**.

1.08 Policy and Procedures

The design of this project will be progressed in accordance with current New York State Department of Transportation (NYSDOT) design requirements due to the project's location within the State right-of-way for NY Route 146.

A. Compliance with Documents

All work must conform to current versions of the following documents, as applicable. Where necessary, the **Consultant** will obtain either the full document or guidance extracted from it.

1. A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO)

2. NYS Eminent Domain Procedure Law
3. ADA Accessibility Guidelines for Buildings and Facilities
4. AASHTO Model Drainage Manual & NYSDOT Highway Design Manual Chapter 8
5. AASHTO Guide for the Development of Bicycle Facilities
6. NYSDOT Highway Design Manual
7. FHWA Manual on Uniform Traffic Control Devices and NYS Supplement
8. NYSDOT The Environmental Manual

B. Compliance with Environmental Laws, Regulations and Permits

All work must comply with the requirements of all applicable state and federal environmental laws, regulations and policy.

1.09 Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

1.10 Subconsultants

The **Consultant** will be responsible for:

- A. Coordinating and scheduling work, including work to be performed by subconsultants.
- B. Technical compatibility of a subconsultant's work with the prime Consultant's and other subconsultant's work.

1.11 Subcontractors

- A. For subcontracts to this **Consultant** contract exceeding \$20,000 (\$10,000 for printing contracts):
 1. The **Consultant** will prepare a contract document describing the work, schedule, and method of payment in sufficient detail for obtaining sealed bids for the work. The **Consultant** will provide the work description and will submit it to the **Town** for review. The **Consultant** will modify the work description as necessary before including it in the contract document.
 2. The **Consultant** will solicit sealed bids from a sufficient number of prospective qualified subcontractors to ensure that at least three (3) bids are received. Upon receipt of at least three bids, the **Consultant** will submit all bids to the **Town** along with a recommended choice. The **Town** will either concur with the recommendation

or accept one of the other bids. The **Town** will then advise the **Consultant** in writing to proceed.

3. Upon receipt of written authorization from the **Town** to proceed, the **Consultant** will execute the contract with the subcontractor and oversee the subcontractor's operations/services to the extent of assuring that the work is performed as described in the contract and that the work performed conforms to applicable requirements.

B. For subcontracts to this **Consultant** contract equaling or under \$20,000 (\$10,000 for printing contracts):

1. The **Consultant** will prepare a contract document describing the work, schedule, and method of payment in sufficient detail for obtaining reliable quotations (non-binding estimates) for the work. The **Consultant** will provide the work description and will submit it to the **Town** for review. The **Consultant** will modify the work description as necessary before including it in the contract document.
2. The **Consultant** will solicit quotations from a sufficient number of prospective qualified subcontractors (typically three) to ensure that the work will be performed in the most economical manner. The **Consultant** will maintain and keep for review records of the quote solicitation process to document competition for the service. Upon receipt of the quotations, the **Consultant** will submit them to the **Town** along with a recommended choice. The **Town** will either concur or choose one of the other candidate subcontractors and advise the **Consultant** to proceed.
3. Upon receipt of written authorization from the **Town** to proceed, the **Consultant** will execute the contract with the subcontractor and oversee the subcontractor's operations/services to the extent of assuring that the work is performed as described in the contract and that the work performed conforms to applicable requirements.

1.12 Units of Measure

General: All documents shall use Customary (English) units as the primary system of measurement. This includes, but is not limited to, the plans, specifications and engineer's estimate. As-built drawings shall be dimensioned in Customary (English) units of measure.

Survey: All survey data will be obtained in Customary (English) units. If acquisition maps are required, all parcel dimensioning and areas shall be Customary (English) units of measure.

Section 2 - Data Collection & Analysis

2.01 Design Survey

A. Ground Survey

The mapping for this intersection improvement project will be compiled from a multitude of sources, including available existing mapping, topographic databases, 3D high definition scan data locations, mobile mapping scan data locations and limited spot / tie down locations.

The **Consultant** will utilize Mobile LiDAR Mapping equipment to collect Digital Terrain Modeling of all existing roadways within the project area. The **Consultant** will develop a master Digital Terrain Model incorporating the collected and compiled GIS data, 3D static scan data and Mobile LiDAR Mapping data.

- B. Photogrammetric Survey (Intentionally Left Blank)
- C. Stream Survey (Intentionally Left Blank)
- D. Survey of Wetland Boundaries (Intentionally Left Blank)
- E. Supplemental Survey (Intentionally Left Blank)
- F. Standards

Project control will conform to the following:

1. Horizontal project control

All horizontal coordinates will be State Plane Coordinate System based on North American Datum of 1983 (NAD 83). Whenever practical and economical, the survey should be tied into the NAD 83-96 Base Network.

Primary project control, established by GPS techniques, should be of at least C2-I order as defined in *Geometric Geodetic Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques*, Federal Geodetic Control Committee.

Primary project control, established by conventional techniques, should be of at least second order, class II, as defined in *Standards and Specifications for Geodetic Control Networks*, Federal Geodetic Control Committee, 1984. After initial angular adjustment, all traverses should reflect a precision of at least 1 part in 20,000 parts to qualify for final adjustment and then as project control.

2. Vertical project control

Elevations will be based on the North American Vertical Datum of 1988 (NAVD 88).

To qualify for adjustment, level run error, expressed in feet, must close within $0.008s$, where s is equal to the length of the level run in feet.

Level runs should begin and end on benchmarks classified as at least second order, class II. Whenever practical and economical, use two different benchmarks to begin and end vertical surveys.

2.02 Design Mapping

- A. The **Consultant** will provide the 1"=40'-0" scale design mapping with 2'-0" contour intervals.

2.03 Determination of Existing Conditions

The **Consultant** will determine, obtain or provide:

- A. The existing highway section(s) and features within the project limits, including:
1. Number, width, type (through / turning), and location of travel lanes.
 2. Shoulder widths and types (asphalt, gravel, grass, etc.).
 3. Number, width, type, and location of utility strips.
 4. Location and percent of grades.
 5. Horizontal curve radii.
 6. Intersection geometry and conditions
 7. Parking regulations and conditions within the project limits.
 8. Right-of-way width (may be shown on a plan with references to the plan).
 9. Condition and adequacy of guiderail.
 10. Location of traffic control features and their conformity with the latest guidelines for such features.
 11. Provisions for pedestrians and bicyclists
- B. The following information within the project limits:
1. Existing future conditions (assuming the null alternative) using an anticipated deterioration rate provided by the **NYS DOT**.
 2. Existing mainline speed limit (and whether the speed limit is posted or not), and existing operating speeds (85th percentile speeds in most cases).
 3. Land use for the project area as it now exists and future land development (planned and potential), including development years.

4. Existing vehicle access control (full control, partial control, or uncontrolled) and whether existing driveway entrances comply with local standards or policies.
5. Existing pavement and shoulder conditions within the project limits.
6. A general assessment of drainage conditions within the project limits.
7. A list of all utilities, and the respective owners, within the project's existing ROW.
8. Which, if any, school buses, emergency vehicles, or farm machinery regularly uses this route.
9. Which, if any, suitable detour routes are available.
10. Which, if any, public or private transit operators, regularly use this route and Park-and-Ride facilities within the **Town** corridors.

2.04 Accident Data and Analysis

The **Consultant** will provide information to the **Town** to request accident records from NYSDOT for the last 3 years for roads within the project limits. The **Consultant** will note any clusters of accidents or patterns implying inadequate pedestrian accommodations within the project limits.

2.05 Pedestrian Counts

The **Consultant** will provide pedestrian count data during the design phase (pre-construction) and again after construction is complete in support of Objective 8 in the project's Work Plan, Monitor and Report on Project-Appropriate Metrics.

Peak hour counts will be performed. It is assumed that the morning and afternoon peaks associated with the Shenendehowa School schedule will be counted in the pre- and post-construction conditions.

2.06 Capacity Analysis (Intentionally Left Blank)

2.07 Future Plans for Roadway and Coordination with Other Projects

The **Consultant** will request a brief written statement from NYSDOT specifying whether or not plans exist to reconstruct or widen the highway segments (NY Route 146) immediately adjacent to the project within the next twenty years.

The **Town** will provide a brief written statement specifying whether or not plans exist to reconstruct or widen intersecting roadways within the project within the next twenty years.

The **Town** will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project. The **Town** will provide all necessary information pertaining to the other projects or developments.

2.08 Soil Investigations

The **Consultant** will determine the soil boring locations and depths required to analyze soil conditions in the vicinity of proposed retaining wall structures.

2.09 Hydraulic Analysis (Intentionally Left Blank)

2.10 Bridge to be Rehabilitated (Intentionally Left Blank)

2.11 Pavement Evaluation (Intentionally Left Blank)

Section 3 - Preliminary Design

3.01 Design Criteria

- A. The **Consultant** will identify the applicable design standards to be used for this project and will establish project-specific design criteria.
- B. Applicable design standards will be chosen from:
 - 1) NYSDOT Highway Design Manual, Chapters 2, 5 and 18
 - 2) AASHTO Guide for Pedestrian Facilities
- C. Project-specific design criteria will include: sidewalk width, grade and cross slope; separation distance and utility strip width; shoulder width; and lateral clearance (at a minimum).
- D. Based on the selected design criteria, the **Consultant** will identify all existing non-standard features that are within and immediately adjacent to the project limits. Non-standard features that correlate with a high accident rate will be noted.
- E. The **Town** will review and approve the selected project design criteria and non-standard features, if any.

3.02 Development of Alternatives

A. Selection of Design Alternative

The **Consultant** will identify and make rudimentary evaluations of potential design alternative concepts that would meet the **Town's** defined project objectives. These evaluations are not to be carried beyond the point of establishing the feasibility of each concept as a design alternative; only those significant environmental and geometric design constraints that bear on the feasibility should be identified.

For each concept, the **Consultant** will prepare rudimentary sketches of plan, profile, and typical section views, which show:

- 1. On plan: proposed centerlines; pavement edges; curbs and curb ramps; retaining wall(s); existing ROW limits; and ROW impacts with proposed take lines.
- 2. On profile: theoretical grade lines; grades; and touchdown points.
- 3. On typical section: sidewalk section and materials, lane and shoulder widths; gutters; curbs; and side slopes.
- 4. Where necessary: important existing features.

5. Where pertaining to feasibility: significant environmental and geometric design constraints, labeled as such.

These sketches will include only the minimum information needed to select design alternatives to be studied in further detail.

The **Consultant** will meet with the **Town** to discuss the concepts, using the sketches as discussion aids to describe the relative order-of-magnitude costs, advantages, disadvantages, and problem areas of each. From these concepts the **Town** will select one design alternative for further development.

B. Detailed Evaluations of Alternative

The **Consultant** will further evaluate each design alternative and the null alternative with specific engineering analyses and considerations. Analyses will be conceptual and limited to determining the relative suitability of each design alternative, and will include:

1. Design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per Chapter 2, Section 2.8 of the NYSDOT Highway Design Manual
2. Environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks)
3. Traffic flow and safety considerations, including signs
4. Pavement
5. Drainage
6. Work zone traffic control during construction
7. Soil and foundation considerations
8. Utilities
9. Right-of-way acquisition requirements
10. Accessibility for pedestrians, bicyclists, and the disabled; markings for pedestrian and bicycle facilities.
11. Construction cost factors
12. Pedestrian and bicycle signage and markings.

3.03 Cost Estimates

- A. The **Consultant** will develop, provide and maintain a cost estimate for each design alternative.

- B. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes.

3.04 Preparation of Preliminary Design Scheme Review Report

- A. The **Consultant** will prepare a Preliminary Design Scheme Review Report, which will include the results of analyses and/or studies performed in other Sections of this document. The report will include easement procurement options (as necessary) to complete the Project. Conceptual design alternatives will be identified, considering optimum location and potential barriers or issues and solutions, including whether drainage pipes and/or retaining walls may be necessary in any locations, as well as estimated cost to build each alternative.
- B. The **Consultant** will submit an electronic copy and one (1) hard copy of the Draft Preliminary Design Scheme Review Report to the **Town** for review. The **Town** will review the Draft report and provide the **Consultant** with review comments. The **Consultant** will revise the Draft Report to incorporate the comments.

3.05 Advisory Agency Review

- A. The **Consultant** will assist the **Town** in evaluating and preparing individual responses to the review comments received from the advisory agency, if required.

3.06 Public Information Meetings

- A. Public Information Meetings
 - 1. The **Consultant** will assist the **Town** at public information meetings with advisory agencies, local officials, and citizens, at which the **Consultant** will provide visual aids and present a technical discussion of the alternatives.
 - 2. The **Town** will arrange for the location of public information meetings. The **Consultant** will assist the **Town** with appropriate notification.

3.07 Preparation of Final Design Scheme Review Report

- A. The **Consultant** will address comments made by the **Town** and the public (if applicable), update estimated costs as necessary, and issue the Final Design Scheme Review Report.
- B. The **Consultant** will submit an electronic copy of the Final Report to the **Town** for their records. The **Town** may request paper copies if needed.

Section 4 – Environmental

4.01 NEPA Classification (Intentionally Left Blank)

4.02 SEQRA Classification

The **Consultant** will assist the **Town** in complying with SEQRA (6 NYCRR Part 617). The **Town** is the Lead Agency. **Consultant** tasks include, but are not limited to:

- Drafting letters to involved agencies to determine the lead agency.
- Drafting Environmental Assessment Form(s).
- Drafting a negative declaration.
- Drafting a positive declaration.
- Drafting notices.

The **Consultant** will document the results of SEQRA processing in the body of the Design Scheme Review Report and will include documentation of the final SEQRA determination in the Appendix of the Report.

4.03 Smart Growth (Intentionally Left Blank)

4.04 Screenings and Preliminary Investigations

The **Consultant** will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s) for:

- General Ecology and Endangered Species
- Ground Water
- Surface Water
- State Wetlands
- Federal Jurisdictional Wetlands
- Floodplains
- Coastal Zone Management
- Navigable Waterways
- Historic Resources
- Parks
- Hazardous Waste
- Asbestos
- Noise
- Air Quality
- Energy
- Farmlands
- Invasive Species
- Visual Impacts
- Critical Environmental Areas
- Smart Growth

- Environmental Justice

The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the Design Scheme Review Report.

4.05 Detailed Studies and Analyses (Intentionally Left Blank)

4.06 Permits and Approvals

The **Consultant** will obtain all applicable permit(s) and certification(s), including but not necessarily limited to approval of the intended project elements from the NYSDOT Permits Group.

4.07 Environmental Hearing (Intentionally Left Blank)

Section 5 - Right-of-Way (ROW)

5.01 Abstract Request Map and/or Title Search

The **Consultant** will not proceed with any activities in this section without written authorization from the **Town**. The **Consultant** will meet with the **Town** to review and to discuss the ROW acquisition process. The **Consultant's Sub-consultant** will engage a qualified title company to complete title searches (abstracts of title) for properties to be acquired by the **Town**. The title search will determine property title ownership through county tax assessment records and ownership will be verified through examination of the last deed of record.

5.0111 The **Consultant's Sub-consultant** will undertake an ongoing review and analysis of the right of way requirements for the project.

5.0112 The **Consultant's Sub-consultant** will hire a qualified title search company to perform a title search for each property requiring right of way based upon the following:

- A. For the acquisition of real property rights estimated at \$10,000 or less, a title search will be conducted for a Last Owner Title Search. The Last Owner Title Search will be the last recorded deed that conveys a full fee interest to the last owner or owners of record. The Last Owner Title Search will not begin with a deed where the grantor and grantee are in some way related without full consideration having been paid.
- B. For the acquisition of real property rights estimated between \$10,001 and \$40,000, a title search will be conducted for a Twenty-Year Title Search. The Twenty-Year Search will start with a deed that conveys complete and indefeasible title, which has been executed and of record at least twenty years prior to the search date. The Twenty-Year Search will not begin with a deed where the grantor and grantee are in some way related without full consideration having been paid.
- C. For the acquisition of real property rights estimated at greater than \$40,000, the title company will prepare a Title Abstract. The Title Abstract will start with a warranty deed that has been executed and of record at least forty years prior to the date of the search.

5.0113 Title Review and Certification

The **Consultant's Sub-consultant** will subcontract with a qualified, NYS licensed attorney to issue Certificate of Title on all fee property acquisitions and obtain title insurance if required.

- For the acquisition of real property rights estimated at \$10,000 or less, the Consultant's Attorney will review the Last Owner Title Search and issue a Limited Last Owner Title Certification.
- For the acquisition of real property rights estimated between \$10,001 and \$40,000, the Consultant's Attorney will review the Twenty-Year Title Search and issue a Limited Twenty-Year Title Certification.

- For the acquisition of real property rights estimated at greater than \$40,000, the Consultant's Attorney will review the Abstract and issue a Title Certification.

5.02 Right of Way Survey

The **Consultant** will perform survey needed to accurately determine existing ROW limits and establish side property lines. Lines so established will be incorporated into the project base mapping.

5.03 Right of Way Mapping

The **Consultant** will meet with the **Town** to discuss the types of ROW acquisitions required and the limits of acquisition lines.

The **Consultant** will prepare acquisition maps in accordance with the format provided by the **Town**.

The **Consultant** will prepare all map revisions or additions which are determined necessary during the construction of the project.

5.04 Right-of-Way Plan

The **Consultant** will prepare the Right-of-Way Plan.

5.05 Right of Way Cost Estimates

The **Consultant's Sub-consultant** will provide cost estimates for the right-of-way to be acquired by the **Town** on all alternatives being considered and will provide updated estimates, as necessary.

5.06 Public Hearings/Meetings

If required, the **Consultant's Sub-consultant** will conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedure Law.

5.07 Property Appraisals

The **Consultant's Sub-consultant** will hire a qualified Appraisal firm to conduct a real property appraisal and prepare a real property appraisal report to determine the fair market value of the proposed acquisition.

The **Consultant's Sub-consultant** will contact the property owner or property owner's designated representative in writing prior to completing the appraisal to extend the opportunity to accompany the appraiser during the property inspection.

The **Consultant's Sub-consultant** will conduct one preliminary interview with each property owner(s) or the property owner's designated representative. Other than absentee property owners, a reasonable attempt will be made to conduct the preliminary contact on a face-to-face basis. Absentee property owners and those local property owners not able to be interviewed face-to-face may be contacted via telephone and certified mail.

The preliminary contact with each property owner will include:

- Delivery of notice of intent to acquire, if necessary
- Delivery of right of way acquisition brochure
- Explanation of owners' rights and right to accompany the appraiser
- Explanation of right of way and construction plans
- Determining the need for additional action regarding right of way boundaries, errors and omissions in plans and/or other documents
- The **Consultant's Sub-consultant** will prepare a Physical Inspection Report

The **Consultant's Sub-consultant** will insure that all real property appraisals and real property appraisal reports are prepared by qualified appraisers who are, as defined by the New York State Department of State, Certified General Real Estate Appraisers.

The **Consultant's Sub-consultant** will insure that all real property appraisals and real estate appraisal reports conform to the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

5.0711 For uncomplicated acquisitions of real property rights valued at less than \$50,000, the Consultant will prepare a Limited Appraisal Report (LAR). The LAR will consist of a limited appraisal with a restricted use appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal.

5.0712 For acquisitions of entire real property interests, THE CONSULTANT'S SUB-CONSULTANT will prepare a Full Take Appraisal Report. The Full Take Appraisal Report will consist of a complete appraisal with a summary appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

5.0713 For partial acquisition of real property rights valued at \$50,000 or more with no indirect damages to improvements, The **Consultant's Sub-consultant** will prepare a Before and After (land only) Appraisal Report. The land only Before and After Appraisal Report will consist of a limited appraisal with a summary or restricted use appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

5.0714 For partial acquisition of real property rights valued at \$50,000 or more with indirect damages to improvements, The **Consultant's Sub-consultant** will prepare a Before and After Appraisal Report. The Before and After Appraisal Report will consist of a complete appraisal with a summary appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

5.0715 For acquisitions of real property rights valued over \$300,000, THE CONSULTANT'S SUB-CONSULTANT will prepare two independent appraisal reports. The appraisal report will consist of a complete appraisal with summary appraisal reports as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

5.08 Appraisal Review

The **Consultant's Sub-consultant** will hire a separate certified General Appraiser to review the property appraisals. The appraisal reviewer will recommend a value of "just compensation" to the **Town**. THE CONSULTANT'S SUB-CONSULTANT will insure that all real property appraisal reviews are performed by a qualified appraiser who is, as defined by the New York State Department of State, Certified General Real Estate Appraisers. The appraisal review will be completed in conformance with the Uniform Standards of Professional Appraisal Practice, Standard 3, Real Property Appraisal Review, Development, and Reporting.

The **Consultant's Sub-consultant** will review the appraisal reports for compliance with state and federal standards. The review appraiser will:

- Identify and make corrections to mathematical calculations and typographical errors, if necessary.
- Assure real property appraisal development and reporting are complete and meet the Uniform Standards of Professional Appraisal Practice standards.
- State the basis for the fair market value conclusion and provide breakdowns adequate for NYSDOT audit, Federal Highway Administration eligibility review, and for negotiation purposes.

The **Consultant's Sub-consultant** will provide the Town with the highest approved appraised amount for each property rights acquisition.

5.09 Negotiations and Acquisition of Property

Property offers must not be made until authorization is granted to the Sponsor by the NYSDOT. THE **CONSULTANT'S SUB-CONSULTANT** will negotiate with property owners for the acquisition of their property, including completion of all documents required by the Sponsor in order to obtain the property.

5.0911 Just Compensation - Based on the determination from the appraisal review, THE

CONSULTANT'S SUB-CONSULTANT will provide the Municipality with the highest approved appraised amount for each property rights acquisition. The Town will establish just compensation for each property rights acquisition. In no event shall the Just Compensation amount be less than the **Town's** highest approved appraisal. Because time is of the essence, the **Town** will provide the just compensation amounts in writing to **THE CONSULTANT'S SUB-CONSULTANT** at their earliest possible convenience of its receipt of the preliminary appraisal reviews from **THE CONSULTANT'S SUB-CONSULTANT**.

5.0912 Written Offer – **THE CONSULTANT'S SUB-CONSULTANT** will prepare a written offer for each acquisition of real property. The amount of the offer will be the amount established by the **Town** as just compensation.

5.0913 Offer Delivery – **THE CONSULTANT'S SUB-CONSULTANT** will deliver the written offer, plats, unsigned agreements and releases to the appropriate property owners or his/her designated representative. **THE CONSULTANT'S SUB-CONSULTANT** will meet with the appropriate property owners or his/her designated representative to explain the written offer, plats and unsigned agreements. **THE CONSULTANT'S SUB-CONSULTANT** will conduct additional negotiation sessions with the appropriate property owners or his/her designated representative in an attempt to negotiate a settlement. **THE CONSULTANT'S SUB-CONSULTANT** will make all reasonable efforts to contact personally each property owner(s) or designated representative. Absentee and unsuccessful personal contacts may be made by certified mail. **THE CONSULTANT'S SUB-CONSULTANT** will maintain a detailed diary of each substantial contact with property owner(s). The diary will be signed and dated by the person responsible for the contact.

5.0914 Purchase Agreements - **THE CONSULTANT'S SUB-CONSULTANT** will submit real property acquisition documents to the **Town** for recommended action on settlements. Because time is of the essence, the **Town** will provide a written response to **THE CONSULTANT'S SUB-CONSULTANT** at the earliest possible convenience of the **Town** of its receipt of the acquisition documents from the Consultant.

5.0915 Revisions to Just Compensation - **THE CONSULTANT'S SUB-CONSULTANT** will consider any presentations made by the property owner which might affect the value of the property. **THE CONSULTANT'S SUB-CONSULTANT** may make recommendations to the **Town** to adjust the written offer. The **Town** may revise the just compensation based on the information provided by the property owner. **THE CONSULTANT'S SUB-CONSULTANT** will document the justification for revising the just compensation and prepare and promptly deliver a revised written offer to the property owner.

5.0916 Administrative Settlements - **THE CONSULTANT'S SUB-CONSULTANT** and/or the **Town** may recommend administrative settlements. Administrative settlements are settlements in excess of the **Town's** just compensation determination. The **Consultant's Sub-consultant** will have final approval to authorize administrative settlements. **THE CONSULTANT'S SUB-CONSULTANT** will provide the written justification for the Administrative Settlement. The written justification will include all information necessary

to support the settlement. THE **CONSULTANT'S SUB-CONSULTANT** will prepare and promptly deliver a revised written offer to the property owner.

5.0917 Transfer of Title - The **Town** will not require any property owner to surrender possession of real property before the Municipality pays the agreed purchase price.

5.0918 Closing Documents – THE **CONSULTANT'S SUB-CONSULTANT** will hire a qualified attorney to prepare closing documents for each acquisition. The closing documents will include a closing statement, instrument, real estate transfer tax return, and real property transfer report. THE **CONSULTANT'S SUB-CONSULTANT** will deliver the title instrument(s) to the title attorney subcontracted by THE **CONSULTANT'S SUB-CONSULTANT** for review and approval.

5.0919 Closing – THE **CONSULTANT'S SUB-CONSULTANT** will schedule and hold the closing. Because time is of the essence, the Municipality will pay the just compensation at the time the property owner(s) signs all required closing documents. The transfer of title to the agency may also require the payment of incidental expenses by the owner, the **Town**, or THE **CONSULTANT'S SUB-CONSULTANT**. The **Town** will pay appropriate reimbursable expenses to the property owner(s) and/or THE **CONSULTANT'S SUB-CONSULTANT**.

5.09110 Deed Filing - THE **CONSULTANT'S SUB-CONSULTANT** or THE **CONSULTANT'S SUB-CONSULTANT** 's attorney will promptly file all deeds or conveyance documents in the County Clerk's Office.

5.09111 Right of Way Certification – THE **CONSULTANT'S SUB-CONSULTANT** will prepare the Right of Way Certificate on forms prescribed by the New York State Department of Transportation. The **Town** will sign the Right of Way Certificate.

5.10 Relocation Assistance (Intentionally Left Blank)

5.11 Property Management (Intentionally Left Blank)

Section 6 - Detailed Design

6.01 Preliminary Bridge Plans (Intentionally Left Blank)

6.02 Draft Design Plans

The **Consultant** will develop the approved design alternative. At this stage all plans, specifications, the estimate and other associated materials will be **75%** complete.

Templated cross sections will not be required.

The 75% plans will be in produced in accordance with NYSDOT design procedures.

The **Consultant** will prepare and submit two (2) copies of the Draft Design Plans and associated materials to the **Town** for review. The **Consultant** will modify the design to reflect the the Town's review.

The **Consultant** will prepare and distribute the 75% plans to the NYSDOT Permits Group for review. Comments from NYSDOT shall be addressed prior to submission of the Highway Work Permit application by the Contractor.

6.03 Contract Documents

The **Consultant** will prepare a complete package of bid-ready contract documents. The package will include:

- Instructions to bidders
- Bid documents
- Contract language, including prevailing wage rates
- Special notes
- Specifications
- Plans
- A list of supplemental information available to bidders (i. e., subsurface exploration logs, record as-built plans, etc.)
- Other pertinent information

The **Consultant** will submit the contract documents to the **Town** for approval.

6.04 Cost Estimate

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineers Estimate, including all quantity computations.

6.05 Utilities

It is assumed that relocation of utility poles and aerial utilities is required and will be performed by the respective utility companies. The **Consultant** will coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The **Consultant** will assist the **Town** in preparing any necessary agreements with utility companies.

6.06 Railroads (Intentionally Left Blank)

6.07 Bridge Inventory and Load Rating Forms (Intentionally Left Blank)

6.08 Information Transmittal

Upon completion of the contract documents, the **Consultant** will transmit to the **Town** all project information, including electronic files. The electronic information will be in the format requested by the **Town**.

Section 7 - Advertisement, Bid Opening and Award

7.01 Advertisement

The **Consultant** will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publication identified by the **Town**. The **Consultant** will submit the ad(s) to the **Town** for review and will revise the ad(s) to reflect comments generated by that review. The **Town** will place the advertisements.

The **Consultant** will provide a copy of the advertisement to NYSDEC.

The **Consultant** will provide a list of applicants, "Intent to Hire" letter, and executed contract to NYSDEC.

7.02 Bid Opening (Letting)

The **Town** will hold the public bid opening with assistance from the **Consultant**.

The **Consultant** will provide a list of bidders and "Intent to Hire" letter to NYSDEC.

7.03 Award

The **Consultant** will analyze the bid results. The analysis will include:

- Verifying the low bidder
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.)
- Breaking the low bid into fiscal shares, if necessary
- Determining whether the low bid is unbalanced
- For pay items bid more than 25% over the Engineers Estimate:
 - Checking accuracy of quantity calculations
 - Determining appropriateness of price bid for work in the item
- Determining whether the low bidder is qualified to perform the work

The **Town** will award the contract and will transmit the award package a copy of the executed contract with the Contractor to NYSDEC.

The **Consultant** will schedule and attend a preconstruction meeting with the **Town** and Contractor. NYSDEC will be invited to attend.

Section 8 - Construction Support

8.01 Construction Support

The **Consultant** will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

Work under this section will always be in response to a specific assignment from the **Town** under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **Town** or the construction contractor. This includes the Traffic Control Plan.
- The **Consultant** will interpret and clarify design concepts, plans and specifications.
- The **Consultant** will review and approve shop drawings for construction.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

Section 9 - Construction Inspection

9.01 Equipment

The **Contractor** will furnish office space and basic office furnishings for the **Consultant**, as part of the contract.

The **Consultant** will furnish all other office, field and field laboratory supplies and equipment required to properly perform the inspection services listed below.

9.02 Inspection

The **Consultant** must provide, to the satisfaction of the **Town**, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The **Consultant** must assume responsibility, as appropriate, for the administration of the contract including maintaining complete project records, processing payments, performing detailed inspection work and on-site field tests of all materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the project.

9.03 Municipal Project Manager

This Project Manager will be the **Municipality's** official representative on the contract and the **Consultant** must report to and be directly responsible to said Project Manager.

9.04 Ethics

Prior to the start of work, the **Consultant** will submit to the **Town** a statement regarding conflicts of interest.

9.05 Health and Safety Requirements

The **Consultant** must provide all necessary health and safety related training, supervision, equipment and programs for their inspection staff assigned to the project.

9.06 Staff Qualifications and Training

The **Consultant** must provide sufficient trained personnel to adequately and competently perform the requirements of this agreement. The **Consultant** will recommend inspectors to the Sponsor for approval prior to their assignment to the project. Resumes, proof of required certification and the proposed initial salary shall be furnished. The Sponsor may want to interview before approval, and reserves the right to disapprove any application. The employment of all consultant personnel is conditional, subject to satisfactory performance, as determined by the Sponsor.

For all construction inspection agreements, it is mandatory that all technician personnel be identified by the National Institute for Certification in Engineering Technologies (NICET) certification levels in the staffing tables. In addition, all Transportation Engineering Technicians-Construction assigned to the project at and above level III, Engineering and Senior Engineering Technicians, must be certified by NICET. Transportation Engineering Technicians-Construction below level III assigned to the project must have successfully completed the General Work Element requirements and at least those Special Work Elements which apply to their specific project assignments at the level of their rating.

In lieu of the NICET certification requirements, the Sponsor may accept evidence that the person proposed for employment (1) has satisfactorily performed similar duties as a former NYS Department of Transportation (NYSDOT) employee or (2) has a combination of education and appropriate experience commensurate with the scope of the position in question.

Technicians employed by the **consultant** that perform field inspection of Portland cement concrete shall possess a current certification from the American Concrete Institute (ACI) as a Concrete field-testing Technician-Grade 1, or have completed all of the following NICET work elements, which are equivalent to the ACI certification:

NICET LEVEL	NICET CODE	NICET WORK ELEMENT	
I	82019	Sample Fresh Concrete	
I	82020	Slump Test	
II	84068	Air Content, Pressure	
II	84069	Air Content, Gravimetric	
II	84070	Air Content, Volumetric	
II	84076	Field Prepared Test Specimens	

Inspectors designated as the responsible person in charge of work zone traffic control must have sufficient classroom training, or a combination of classroom training and experience, to develop needed knowledge and skills. Acceptable training should consist of a formal course presented by a recognized training program which includes at least two full days of classroom training. A minimum of two days classroom training is normally required, although one day of classroom training plus responsible experience may be considered. Recognized training providers include American Traffic Safety Services Association (ATSSA), National Safety Council (NSC), Federal Highway Administration's National Highway Institute (FHWA-NHI), and accredited colleges and universities with advanced degree programs in Civil/Transportation/Traffic Engineering. Former DOT employees may be considered on the basis of at least one day of formal classroom training combined with responsible M&PT experience.

Technicians employed by the **consultant** who perform field inspection of geotechnical construction (earthwork), including, but not limited to embankment construction, subbase placement, structure and culvert backfill placement, and testing of earthwork items for in-place

density and/or gradation, shall possess a current certification and/or proof of training from the following organization:

North East Transportation Technician Certification Program (NETTCP) Soils and Aggregate Inspector Certification. An alternative to the certification/training listed above would be proof of previous training (within the past 5 years) of the NYSDOT Earthwork Inspectors School, given by the Department's Geotechnical Engineering Bureau.

9.07 Scope of Services/Performance Requirements

A. Quality

The Consultant will enforce the specifications and identify in a timely manner to the **Town** local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.

B. Record Keeping & Payments to the Contractor

1) All records must be kept in accordance with the directions of the **Sponsor and must be consistent with the requirements of the NYSDOT Manual of Uniform Recordkeeping (MURK)**. The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract.

2) Any record plans, engineering data, survey notes or other data provided by the Sponsor should be returned to the Sponsor at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the Consultant will bear the endorsement of the Consultant. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.

3) Unless otherwise modified by this agreement, the **Town** will check, and when acceptable, approve all structural shop drawings.

4) The **Consultant** must submit the final estimate of the contract to the **Town** within four (4) weeks after the date of acceptance of the contract. All project records must be cataloged, indexed, packaged, and delivered to the **Town** within five (5) weeks after the date of the acceptance of the contract.

Health & Safety/Work Zone Traffic Control

1) The **Consultant** must ensure that all inspection staff assigned to the project are knowledgeable concerning the health and safety requirements of the contract per **Town** policy, procedures and specifications and adhere to all standards. Individual inspectors must be instructed relative to

the safety concerns for construction operations they are assigned to inspect to protect their personal safety, and to ensure they are prepared to recognize and address any contractor oversight or disregard of project safety requirements.

2) The **Consultant** is responsible for monitoring the Contractor's and Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of the contract.

Monitoring Equal Opportunity/Labor Requirements

If monitoring the Contractor's Equal Opportunity and Labor compliance is required, the **Consultant** will utilize the guidance contained in the contract, standard specifications and the **Town's** policies.

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

Section 1 Estimate 4 meetings during the life of this agreement, including but not limited to:

- Get Start
- Design Report Alternative Review
- Public Information
- Final Design Plan Review

Estimate 9 cost and progress reporting periods will occur during the life of this agreement.

Section 2 Estimate 2 soil borings will be required.

Section 3 Estimate 1 concept will be evaluated.

Estimate 1 design alternative will be analyzed in addition to the null alternative.

Estimate 1 cost estimate plus 1 update will be required.

Section 4 Estimate 1 permit will be required.

Estimate hazardous waste evaluation will be limited to a database screening only and no borings will be required.

No asbestos or lead sampling will be required.

Wetlands mitigation design will not be required.

A Phase 1A/1B Archeology study will not be required.

Biological assessments will not be required.

Section 5 Task 5.01 - Estimate that the property value of any parcel that requires a taking and/or an easement is \$10,000 or less. Estimate a maximum of 4 abstract request maps prepared by **Consultant**, and last owner title searches and title review and certification.

Task 5.03 - Estimate **1** meeting with Town and/or their Design Consultant.

Task 5.04 - Estimate a maximum of **4** acquisition maps will be reviewed.

Task 5.05 - Estimate **1** cost estimate update for each property that requires a taking and/or an easement.

Task 5.06 - Estimate that **Consultant's Sub-consultant** staff will need to attend **1** Public Information meeting.

Task 5.07 - Estimate a maximum of **4** properties will require strip takings and/or temporary easements where appraisals will be required. All appraisals will be limited appraisal reports.

Task 5.08 - Estimate a maximum of **4** properties will require appraisal reviews.

Task 5.09 - Estimate a maximum of **4** properties will be acquired.

Section 9 Construction Inspection services of the Level III Resident Engineer will be required through the expected project completion by December 2022.

A NICET II Inspector will be required for 2 months of work expected to start August 2022.

10.02 Technical Assumptions

Section 2 Data Collection

1. A Survey Control Report will not be required.
2. The horizontal control will be established by GPS.
3. The Town will obtain accident data from the County Sheriff's Department or NYSDOT for project area.
4. MJ will identify any existing accident pattern within the project area and note any safety or inadequate geometric conditions associated with the accidents.
5. Task 2.05 – Pedestrian Counts. Pedestrian counts will be required on two different dates, AM and PM peaks each date.

Section 3 Preliminary Design

1. MJ will prepare a Microsoft PowerPoint presentation for public information meetings, prepare and place the advertisement and lead the public meetings.
2. The **Town** will arrange for the meeting place accommodations.
3. The **Town** will approve the Design Scheme Review Report.
4. NYSDOT and FHWA approval of the preliminary design will not be required.
5. MJ will evaluate the design of the sidewalk system. The design and cost estimate will be developed in sections to help facilitate the review of the alternatives.

Section 4 Environmental

- 1) A wetland delineation will not be required.
- 2) A SWPPP will not be required.
- 3) A review package will be submitted to NY SHPO for review.
- 4) Hazardous waste investigation is limited to a screening and review of other recent studies within the proposed project area. Sampling and testing are not included in this contract. Upon conclusion of the screening, if it is determined that sampling and testing is required, the effort will be accomplished by supplemental agreement.
- 5) It is assumed detailed air and noise studies will not be required.

Section 5 Right of Way

1. Assume **4** properties with separate and distinct owners will be impacted by the project.
2. Estimate **0** EDPL Public Hearing(s)
3. Estimate **4** Preliminary Property Owner interviews
4. Estimate **4** Value Finding Appraisals
5. Estimate **0** EDPL Proceedings
6. Estimate **0** full take appraisal reports
7. Estimate **0** before & after (land only) appraisal reports
8. Estimate **0** before & after appraisal reports
9. Estimate **0** properties requiring two independent appraisal reports
10. Estimate **1** negotiation contacts per property owner
11. Estimate **0** revisions to Just Compensation
12. Estimate **0** administrative settlements
13. Estimate **0** partial release(s) of mortgage
14. Estimate **0** Lien subordination agreements
15. Estimate **0** Lien satisfactions
16. Estimate **0** miscellaneous title curative issues
17. Estimate **4** property tax proration calculations
18. Estimate **4** closing packages
19. Assume all incidentals and acquisitions will be done by **Consultant and Consultant's Sub-consultant.**
20. Assume all acquisitions will be valued less than or equal to \$10,000.
21. Assume separate maps will be prepared for the temporary easement acquisitions.

Section 6 Design

1. Wetland mitigation is not anticipated to be required for project activities.
2. One itemized cost estimate will be prepared and submitted with the preliminary plans. This estimate will be updated twice – once at the 75% Submission and once at the Final Plan Submission (100%).

Section 9 Construction Inspection

1. Construction duration is estimated to be 3 months (depended on contractor's schedule).
2. All record keeping will be according to MURK.
3. The Construction Inspection services will be performed to determine general conformance with the contract documents. The contractor is ultimately responsible for the quality and timeliness of the constructed project.
4. A full time Resident Engineer and a part time Inspector will be assigned to the Project.
5. Estimates to be prepared using the APPIA program or approved equivalent.
6. Night work is not anticipated.
7. Weekend work is not anticipated.
8. Eight (8) hours workdays are estimated with minimal overtime anticipated.
9. MJ will subcontract with a designated qualified testing and site inspector (sub consultant will be Atlantic Testing Laboratories) to conduct the necessary lab test, on-site concrete testing, compaction testing. This effort will be tracked and invoiced as a direct cost.
10. Requirements for tracking of the Contractor's Equal Opportunity and Labor goals will be minimal and the use of a state-managed program (EBO) will not be required.

ATTACHMENT "C"

COST ESTIMATE

Contract No. DEC01-C00592GG-3350000

NY Route 146 Sidewalk Extension

Town of Clifton Park

February 2022



DEC01-C00592GG
 NY Route 146 Sidewalks
 Town of Clifton Park

Salary Schedule

MJ Engineering and Land Surveying, PC

JOB TITLE	ASCE (A) OR NICET (N) GRADE	HOURLY RATE	OVERTIME CATEGORY
Project Manager	VII (A)	\$ 74.00	A
Engineer V	V (A)	\$ 68.00	B
Engineer IV	IV (A)	\$ 51.00	B
Engineer III	III (A)	\$ 38.00	B
Engineer II	II (A)	\$ 32.00	B
Technician IV	IV (N)	\$ 51.00	B
Technician III	III (N)	\$ 35.00	C
Technician II	II (N)	\$ 26.00	C
Land Surveyor	IV (N)	\$ 55.00	B
Party Chief	III (N)	\$ 37.00	C
Instrument Person	II (N)	\$ 25.00	C
Resident Engineer	III (N)	\$ 52.00	C
Inspector	II (N)	\$ 37.00	C

OVERTIME POLICY:

Category A - No overtime compensation.

Category B - Overtime compensated at straight time rate.

Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 40 hours per week.

PREVAILING WAGE RATES

	Rate	Individual's Actual Rate	Diff.	Payroll Additive	Total
Party Chief	\$45.84	\$30.24	\$15.60	\$1.40	\$17.00
Instrument Person	\$42.11	\$21.93	\$20.18	\$1.82	\$22.00

SUPPLEMENTAL BENEFITS:

	Benefit	Normal Firm's Rate	Difference (Net)	Wage Adjust.	Payroll Additive	Total
Party Chief	\$27.20	\$9.77	\$17.43	0.00	\$1.57	\$19.00
Instrument Person	\$27.20	\$8.85	\$18.35	0.00	\$1.65	\$20.00

DEC01-C00592GG
 NY Route 146 Sidewalks
 Town of Clifton Park

Staffing Table
 MJ Engineering and Land Surveying, PC

DEC01-C00592GG	ASCE (A) OR NICET (N)		TASKS									TOTAL HOURS	HOURLY RATE	LABOR
	GRADE	GRADE	1	2	3	4	5	6	7	8				
Project Manager	VII (A)		12	4	8		8	8	8	8	8	56	\$ 74.00	\$ 4,144
Engineer IV	IV (A)		16	4	16	4	12	24	8	24	8	108	\$ 51.00	\$ 5,508
Engineer III	III (A)		8	4	24	4	8	24	4			76	\$ 38.00	\$ 2,888
Engineer II	II (A)				24							24	\$ 32.00	\$ 768
Technician IV	IV (N)			8			24	24				56	\$ 51.00	\$ 2,856
Technician III	III (N)			8		24		8				48	\$ 35.00	\$ 1,680
Technician II	II (N)											0	\$ 26.00	\$ -
Land Surveyor	IV (N)			8			16					24	\$ 55.00	\$ 1,320
Party Chief	III (N)			8								8	\$ 37.00	\$ 296
Instrument Person	II (N)			8								8	\$ 25.00	\$ 200
			36	52	96	8	76	88	20	32	408		\$	\$ 19,660
			\$ 2,008	\$ 2,276	\$ 3,928	\$ 356	\$ 3,892	\$ 4,232	\$ 1,152	\$ 1,816	\$ 17,844			
			\$ 3,755	\$ 4,256	\$ 7,345	\$ 666	\$ 7,278	\$ 7,914	\$ 2,154	\$ 3,396	\$ 33,368			
			\$ 6,276.76	\$ 7,185.33	\$ 12,400.70	\$ 1,123.89	\$ 12,287.04	\$ 13,360.42	\$ 3,636.86	\$ 5,733.11	\$ 56,334			

Tasks:

- 1 General
- 2 Data Collection
- 3 Preliminary Design
- 4 Environmental
- 5 Right-of-Way
- 6 Detailed Design
- 7 Advertisement, Bid Opening and Award
- 8 Construction Support
- 9 Construction Inspection

DEC01-C00592GG
 NY Route 146 Sidewalks
 Town of Clifton Park

Staffing Table
MJ Engineering and Land Surveying, PC

Construction Support Services - Task 9

JOB TITLE	ASCE OR NICET GRADE	Task 9												(1)	(2)	(3)	(4)	(5)	(6)					
		2022																						
		0	0	0	0	5	21	21	20	0	M	J	J							A	S	O	N	D
Resident Engineer	III (N)	0	0	0	0	40	168	168	160	0	0	0	0	0	0	0	0	536	40	\$52.00	\$26.00	\$52.00	\$1,040.00	\$27,872.00
Overtime		0	0	0	0	0	20	20	0	0	0	0	0	0	0	0	0			\$52.00	\$26.00	\$52.00	\$1,040.00	\$2,080.00
Inspector	II (N)	0	0	0	0	0	24	24	0	0	0	0	0	0	0	0	0	48	0	\$37.00	\$18.50	\$37.00	\$0.00	\$1,776.00
Overtime		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			\$37.00	\$18.50	\$37.00	\$0.00	\$0.00
Task 9 Construction Inspection																		584	40			\$1,040.00	\$31,728.00	

NOTES:
 ** Overtime Hours
 (1) Total Hours (straight time)
 (2) Total Hours (overtime)
 (3) Projected Hourly Rate (straight time rate)
 (4) Projected Hourly Rate (premium rate)
 (5) Direct Technical Salaries (premium portion)
 (6) Direct Technical Salaries (straight time portion)

**DEC01-C00592GG
 NY Route 146 Sidewalks
 Town of Clifton Park**

**Estimate of Direct Non-salary Cost
 MJ Engineering and Land Surveying, PC**

Design

1. Survey Personnel Costs

Prevailing Wage Rates	Hours @	Rate		
Party Chief	8	\$17.00	\$	136.00
Instrument Person	8	\$22.00	\$	176.00
Supplemental Benefits				
Party Chief	8	\$19.00	\$	152.00
Instrument Person	8	\$20.00	\$	160.00

Total Design DNSC \$ 624

Subconsultant DNSC

Right of Way Incidentals \$29,500

Construction Inspection

1. TRAVEL

a) On-Job Travel - 67 days 30 miles/day
 2,010 mi. @ \$0.585 /mile \$1,176

2. EXPENDABLE EQUIPMENT & MISCELLANEOUS EXPENSES

Appia License \$2,500

Total CI DNSC \$3,676

Subcontractor DNSC

On-Site Material Testing \$6,000

DEC01-C00592GG
 NY Route 146 Sidewalks
 Town of Clifton Park

Summary

MJ Engineering and Land Surveying, PC

		Task 1-8 Design	Task 9 Construction Inspection	Total
Item IA, Direct Technical Salaries		\$19,660	\$31,728	\$51,388
Item IB, Direct Technical Salaries Premium Portion of Overtime		\$0	\$0	\$0
Item IIA, Direct Non-Salary Cost		\$624	\$3,676	\$4,300
Item IIB, Direct Non-Salary Cost (Sub-Contractor Cost)		\$0	\$6,000	\$6,000
Item III, Overhead	187%	\$36,764		\$36,764
NYS DOT FYE 2021	143%		\$45,371	\$45,371
Item IV Fixed Fee	10%	\$5,652	\$7,725	\$13,377
Item IIC, Direct Non-Salary Cost (Sub-Consultant Cost)		\$29,500	\$0	\$29,500
Total Estimated Cost		\$92,200	\$94,500	\$186,700

Resolution No. _____ of 2022, a resolution authorizing Anil Bisht to serve alcoholic beverages at a gathering to be held at Clifton Park Senior Community Center on March 26, 2022.

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

WHEREAS, Resolution No. 27 of 2022 authorized Anil Bisht to serve beer and wine at a gathering on March 19, 2022, and

WHEREAS, Anil Bisht, 613 Clifton Park Center Road, Clifton Park has requested a change of date for the gathering to March 26, 2022 from 6:00 P.M to 11:00 P.M., and

WHEREAS, Anil Bisht has requested permission to serve alcohol in the form of beer and wine at the event; now, therefore, be it

RESOLVED, that Anil Bisht is hereby authorized to serve beer and wine at a gathering at Clifton Park Senior Community Center on March 26, 2022 from 6:00 P.M. to 11:00 P.M.

Meg Springli

From: Donovan, Ryan <dryan@cliftonpark.org>
Sent: Wednesday, February 2, 2022 12:14 PM
To: Meg Springli
Cc: Jean, Spiegel
Subject: RE: Resolution Request for TB Meeting: 02-07-2022

02-14-2022

Follow Up Flag: Follow up
Flag Status: Completed

That's no problem! Thank you!

Donovan Ryan (he/him) – Program Coordinator
Clifton Park Senior Community Center
6 Clifton Common Court
Clifton Park, NY 12065
www.cliftonpark.org
518-383-1343

From: Meg Springli <mspringli@cliftonpark.org>
Sent: Wednesday, February 2, 2022 12:12 PM
To: Donovan, Ryan <dryan@cliftonpark.org>
Cc: Jean, Spiegel <JSpiegel@cliftonpark.org>
Subject: RE: Resolution Request for TB Meeting: 02-07-2022

Donovan,

Sorry, I know we spoke about this a couple days ago, but the deadline for submitting was yesterday. We have a lot of resolutions for next week already that we are working on, so it needs to be pushed to the 2/14 TB Meeting. That is still plenty of time before the event so it shouldn't be a problem, but I want to let you know.

Meg

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Wednesday, February 2, 2022 12:03 PM
To: Donovan, Ryan <dryan@cliftonpark.org>
Cc: Meg Springli <mspringli@cliftonpark.org>
Subject: Resolution Request for TB Meeting: 02-07-2022

Thank you. Your resolution request has been submitted. We will contact you if there are any questions.

Department: **Clifton Park Senior Center**
Your email: dryan@cliftonpark.org

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.):

P. Barrett

Requested Meeting Date: **02-07-2022**

Brief Description: **Adjusting a previously passed resolution (on 1/18/22) for alcohol use on March 19th at the Senior Center, Renter (Anil Bisht) changed date of rental to March 26th.**

Budget #:

Budget Description:

\$ Amount:

Additional Comments/Details:



Clifton Park Senior Community Center
 6 Clifton Common Court
 Clifton Park, NY 12065
 (518) 383-1343

2022

2021 Special Alcohol Use Permit Request
 (Please attach to Facility Permit Application)

Name of Organization: NIHAA

Contact Person: ANIL BISHT

Phone (home): 518 598 4573 (work) _____ (cell) _____

Email: bisht.anil.65@gmail.com

Date and Location of Event: 18 March 2022, Clifton Park Senior Community Center
 26 per DR

Alcohol Permit is governed by the additional conditions: (please see initial conditions listed on Facility Permit Application)

1. The permit is not transferable.
2. Permit is valid for specified date and time of event only.
3. Only beer and wine are allowed in Town parks or facilities. Glass beverage containers are not permitted.
4. Permit holder only is allowed to bring alcoholic beverages into the park and is responsible for the conduct of all group members.
5. Permit holder must retain permit and make available upon request by proper park official or security officer.
6. Permit holder will be responsible for assuring ALL MEMBERS of his/her party that consume alcohol are of legal age to drink alcoholic beverages according to New York State law.
7. Alcoholic beverages are not permitted in parking lots or children's play areas.
8. The sale of alcoholic beverages in Town parks or facilities is strictly prohibited.
9. Alcoholic beverages are not to be consumed by team members during athletic team competition.
10. You must be at least 21 years of age to purchase an alcohol permit.
11. Permit Request must be submitted at least 30 days prior to rental date.

\$25 non-refundable fee must accompany special permit request.

I have read the Town of Clifton Park rules and the above special conditions and agree to abide by them.

SIGNED:		DATE:	6 Jan 2022
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For Office Use Only:

Date Sent to Town Board for Resolution: _____

Date on Town Board Agenda Date: _____

Approved: Yes/No

If Approved, Permit Issued and Mailed to Applicant: _____



need 501c3 form

Town of Clifton Park Clifton Park Senior Community Center

◆ 6 Clifton Common Court, Clifton Park, New York 12065 ◆ 518-383-1343 ◆

2021 FACILITY RENTAL AGREEMENT

General Information

Name of Organization: NIHAA Today's Date: 6 Jan 22
 Contact Person: ANIL BISHT
 Address: 613 CLIFTON PK CTR RD City: CLIFTON PARK
 Phone (home): 518 598 4573 (work) _____ (cell) _____
 Email: bisht.anil.65@gmail.com
 Date of Rental: 19 MARCH 2022 Start Time: 6 PM End Time: 11 PM
 Purpose of Event: HOLI FESTIVAL DINNER CELEBRATION
 Number of Attendees: 100-120 Is your organization a 501 (c)(3)? YES

Rental is not guaranteed until payment and signed Agreement is received

Carry in, carry out policy in effect for all events. All checks are to be made payable to: Town of Clifton Park.

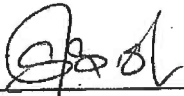
Rental Fees

Description	Regular Rate	Non-Profit *Must have a 501 (c) (3)	# of Hours	Fee
Security Deposit	\$100	\$100		100 chk #162
Community Room – Full Room (3 Hour Minimum)	\$90 per hour	\$60 per hour	5	300.00
Community Room – ½ Room	\$60 per hour	\$40 per hour		
Studio/Activity Room	\$60 per hour	\$40 per hour		
Arts & Crafts Room/ Library Room	\$35 per hour	\$25 per hour		
Kitchen	\$90 per day	\$90 per day		
Room Set-Up/Break-down Fee (may be available upon request)	\$100 (Optional)	\$100 (Optional)		25 -
Special Instructions: <u>FOOD & WINE PERMIT</u>		TOTAL DUE:		425 -
		AMOUNT PAID:		\$100 check
		BALANCE:		\$325 Amex

Covid-19 Requirements:

- Organizations using the facilities are responsible for complying with NYS Executive Orders, mandates and NYS Department of Health Guidance issued to prevent the Spread of the Covid-19 Virus. These guidelines change frequently. It is your responsibility to check appropriate websites for the most current guidance. Information regarding these orders, mandates, and NYS DOH Guidance documents can be found at:
 - www.governor.ny.gov
 - www.health.ny.gov
 - <https://coronavirus.health.ny.gov/home>
- Rental area must be cleaned & sanitized after use. Supplies will be provided. As stated above, NYS guidelines must be met, which include but not limited to following current protocols for maximum number of attendees for indoor social gatherings, social distancing, and mask guidelines. Please wash hands frequently and use hand sanitizer.

By signing below, I agree that I have read the above Covid-19 Requirements and understand that it is my responsibility to adhere to and fully understand the most current guidelines set forth by New York State.



Permit Applicant Signature

6 Jan 2022

Date

Facility Rental Permit is governed by the following conditions:

- Permits valid for date(s), restricted to area/room, and number of participants as indicated on permit.
- All lessees must provide a \$100 security deposit to be paid in full, with a separate check from the rental fee, at the time of reservation. The security deposit will be applied to any cleaning, theft, damages upon completion of the event and will be held in escrow and refunded upon completion of the rental. In the event of misconduct or the misuse of the facility by the lessee, the Town of Clifton Park may take action and require the lessee to reimburse the Town for damages suffered or extra expenses incurred including, but not limited to, the forfeiture of a portion or the entire security deposit.
- Cancellation requests less than 2 weeks of rental date will result in forfeiture of \$100 Security Deposit.
- Area and facility must be left clean and in the same condition in which it was found. Any damage incurred is the responsibility of the permit holder.
- Lessees are not to use any rooms/areas of the building except what was rented, excluding restrooms.
- **All food/drink shall be removed at the conclusion of the event. The Town has a carry in carry out policy on garbage. All garbage shall be removed and placed in the proper receptacle located in the back of the building.** Smoking is not allowed in any part of the building. There is to be no open flames, i.e. candles, lanterns, allowed for use.
- On site supervision is required for all youth groups/events.
- At no time is the building/room occupancy to be exceeded and all fire doors and emergency exits must remain unblocked.
- Use of kitchen must be agreed upon in advance and requires an additional fee.
- Town of Clifton Park rules shall be adhered to. Immediate termination of the event and removal from the premises may occur by an authorized representative of the Town if in violation of these rules and regulations.

- Obnoxious behavior or excessive noise will not be permitted.
- Permit holder must retain permit and make available upon request by park or police official.
- Open containers of alcoholic beverages are prohibited in the building, unless a permit has been issued which allows for the consumption of alcoholic beverages on the premises for which the permit has been issued. Such permits are authorized solely by the Town Board via resolution. A separate "Special Alcohol Use Permit Request" form must be submitted with this form.
- Use of Center equipment (i.e. projectors, PA system, televisions, etc.) is strictly prohibited.
- Renters must clean up all spills and sweep debris from wooden floors. Do not touch/play musical instruments without prior permission and do not handle the shades/blinds as they are delicate.
- Permit holder may be required to obtain and show proof of insurance naming Town of Clifton Park as an "Additional Insured".

I have read the Town of Clifton Park rules and the above special conditions and agree to abide by them.

Indemnity:

ANIL BISHT (NAME) agrees to indemnify and hold the Town, it's officers, employees, representatives and/or agents harmless with respect to any and all claims, causes of action, suits, proceedings, damages, liabilities, losses, costs and expenses, including third party claims or actions and attorneys' fees, in connection with loss of life, personal injury and/or any loss of life, personal injury and/or property damage which may arise from and as a result of the negligent acts or omissions of _____ (NAME) or others associated in some way therewith, during or arising out of the use of any park facility located in the Town of Clifton Park, County of Saratoga, State of New York on 3/19/22 (DATE).

SIGNED: [Signature] APPROVED: [Signature] DATE: 1/6/22
 Permit Applicant

Resolution No. _____ of 2022, a resolution hiring Mary L. Guilbeault as a Part-time Animal Control Officer.

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

WHEREAS, an opening exists for a Part-time Animal Control Officer due to the resignation of David Drozinski, and

WHEREAS, Terri Cook, Director of Animal Control, has recommended Mary L. Guilbeault, 10 Garnsey Road, Rexford, NY 12148 to be hired provisionally for the position, pending Civil Service Certification; now, therefore, be it

RESOLVED, that Mary Guilbeault, Rexford, NY is hereby hired as a Part-time Animal Control Officer for the Town of Clifton Park at Grade 3, Step 1 (\$19.71 per hour) budgeted from A-3510-E4000 (General Fund-Animal Control Part-Time Employee), effective immediately.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Monday, February 7, 2022 4:28 PM
To: Terri Cook
Cc: Meg Springli
Subject: Resolution Request for TB Meeting: 02-14-2022
Attachments: 62018ef048136-mary guilbeault.pdf

Thank you. Your resolution request has been submitted. ***Please confirm that the attachments in this email are complete.*** If not, please send them to mspringli@cliftonpark.org prior to the submittal deadline. Incomplete submissions may result in delays.

Department: **Animal Control**
Your email: **tcook@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **Phil Barrett**

Requested Meeting Date: **02-14-2022**

Brief Description: **New hire: Mary Guilbeault**

Budget #:
Budget Description: **part time animal control**
\$ Amount:

Additional Comments/Details:

Town of Clifton Park
Part-time & Half-time Personnel Salary Matrix

COLA Increase 2.00%

Grade	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
1	16.32	16.47	16.97	17.48	18.01	18.55	19.29	20.07	21.07	22.13	23.24
2	18.01	18.19	18.73	19.29	19.86	20.46	21.29	22.14	23.25	24.40	25.61
3	19.71	19.91	20.50	21.13	21.76	22.41	23.31	24.26	25.46	26.71	28.08
4	21.94	22.15	22.82	23.50	24.23	24.94	25.95	26.99	28.32	29.75	31.24
5	24.20	24.42	25.16	25.92	26.67	27.50	28.60	29.74	31.23	32.79	34.44
6	26.50	26.76	27.57	28.38	29.24	30.14	31.33	32.58	34.21	35.92	37.73
7	29.82	30.14	31.02	31.96	32.92	33.90	35.26	36.66	38.51	40.43	42.45
8	33.20	33.53	34.53	35.56	36.63	37.74	39.25	40.80	42.85	45.00	47.25
9	36.56	36.92	38.03	39.16	40.34	41.53	43.20	44.92	47.16	49.52	51.99
10	38.90	39.31	40.48	41.71	42.95	44.24	46.00	47.84	50.24	52.73	55.36
11	41.85	42.28	43.54	44.86	46.20	47.58	49.48	51.46	54.05	56.75	59.59
12	44.82	45.27	46.63	48.03	49.47	50.96	53.00	55.12	57.87	60.77	63.81
13	47.78	48.25	49.70	51.18	52.71	54.27	56.46	58.73	61.68	64.75	68.00
14	51.32	51.84	53.40	55.00	56.64	58.33	60.66	63.08	66.23	69.55	73.02

Years in Step	1	2	3	3	3	3	3	3	3	3	3
Percent Increase	1.00%	3.00%	3.00%	3.00%	3.00%	4.00%	4.00%	5.00%	5.00%	5.00%	5.00%

Resolution No. _____ of 2022, a resolution adopting a corrective action plan for the purposes of submitting to the New York State Comptroller

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

WHEREAS, the New York State Office of the Comptroller conducted an information technology audit in 2020-2021, and

WHEREAS, a report with recommendations was filed with suggestions for corrective actions to be undertaken by the Town in response to suggestions and recommendations contained in the audit report, and

WHEREAS, Councilwoman Standaert has presented a draft corrective action plan with recommendations for actions, person(s) responsible for such actions, and implementation dates as they have already been met, or shall be achieved; now, therefore be it

RESOLVED, that the Town Board adopts, the attached Town of Clifton Park Corrective Action Plan.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, February 8, 2022 8:30 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 02-14-2022
Attachments: 6203192239738-TOCP CAP Draft.pdf

An item has been submitted to the Resolution Request form for review.

Department: **Information Technology Advisory Committee**
Your email: **astandaert@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **Amy Standaert, Amy Flood**

Requested Meeting Date: **02-14-2022**

Brief Description: **adopting a corrective action plan for the purposes of submitting to the New York State Comptroller**

Budget #: **n/a**
Budget Description: **n/a**
\$ Amount: **n/a**

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:



Town of Clifton Park

One Town Hall Plaza | Clifton Park, New York 12065 | (518) 371-6651 | FAX: (518) 371-1136

TOWN OF CLIFTON PARK CORRECTIVE ACTION PLAN

NYS Office of State Comptroller
Division of Local Government and School Accountability Town of Clifton Park – Information
Technology
2020M-162

For each recommendation included in the audit report, the following is our corrective action(s) taken or proposed. For recommendations where corrective action has not been taken or proposed, we have included the following explanations.

Audit Recommendation: The Board should Update IT policies to provide clear guidance for personal and prohibited use of IT computer systems and equipment.

Implementation Plan of Action(s): On June 16, 2021, the Town Board established the Information Technology Advisory Committee for the purposes of evaluating the IT needs of all departments in a rapidly changing work environment and to discuss and plan for the optimum use of technology and information systems by recommending upgrades, integrating applications, and operating policies. The Committee is made up of two Board members in addition to information technology stakeholders from the various town departments. Following the receipt of the audit from the Office of the State Comptroller, the members of the Committee were charged with reviewing existing IT policies and coming forth with new and clear guidance for the personal and prohibited use of town computer systems and equipment.

Implementation Date: March 14, 2022, Town Board Meeting

Person Responsible for Implementation: Information Technology Advisory Committee with final approval by the Board to be included in the Employee Handbook

Audit Recommendation: The Board should enter into a formal written contract with the IT provider that sufficiently defines the contractual relationship and responsibilities between the IT provider and the Town.

Implementation Plan of Action(s): The Town has a Professional Consultancy Contract with ABS Solutions which meets all of the Town's needs. ABS does not host the Town's website, email or telephone systems, we do. The Town's arrangement is a monthly services agreement, wherein the Town pays for services as needed, and is not required to pay for services not needed for a non-hosting IT Consultant. The Town has decided the business relationship that meets all of our needs and declines to alter the nature of our relationship, or switch consultants. We will explore terms of an agreement which describe the current scope of services in more detail.

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

AMY J. H. STANDAERT
Councilwoman

ANTHONY F. MORELLI
Councilman

AMY G. FLOOD
Councilwoman

Implementation Date: March 14, 2022, Town Board Meeting

Person Responsible for Implementation: Town Attorney with approval by the Town Board

Audit Recommendation: The Board should develop an SLA with the IT provider that addresses the Town's specific needs and expectations for IT services.

Implementation Plan of Action(s): The Town declines to alter our consultancy relationship with ABS by requiring a Service Level Agreement. In our current arrangement, the Town has always received response times that are shorter than what an ABS SLA would require, without the need for a retainer deposit, or the prepayment for services not rendered, nor for forward-looking estimates regarding the amount of work to be required, with the resulting distinct possibility that we would then be paying for service levels that are not required, or response times that ABS is already providing. With the Town's monthly arrangement with ABS, both parties know that if ABS is not able to respond to issues that arise on a timely and comprehensive basis, we are in a position to make an immediate change in consultants. We find that arrangement to be the best guarantor of proper response time requirements.

Implementation Date: March 14, 2022, Town Board Meeting

Person Responsible for Implementation: Town Attorney with approval by the Town Board

Audit Recommendation: The Board should develop and adopt a comprehensive disaster recovery plan

Implementation Plan of Action(s): The Town had previously drafted a security incident response plan in consultation with industry leaders, The Beazly Group. That plan is now being updated with anticipated formal adoption by the Board in March 2022.

Implementation Date: March 14, 2022, Town Board Meeting

Person Responsible for Implementation: Town Attorney with approval by Town Board

Audit Recommendation: Town Officials should ensure the IT provider removes the unneeded user access to the Town's accounting department folder identified in this report.

Implementation Plan of Action(s): The unneeded user access was removed during the audit process after being informed of the issue by the OSC Auditor.

Implementation Date: Summer of 2020

Person Responsible for Implementation: IT Provider / Town Information Specialist

Audit Recommendation: Town Officials should implement procedures to monitor employee

Internet use to ensure compliance with IT policies

Implementation Plan of Action(s): On June 16, 2021, the Town Board established the Information Technology Advisory Committee for the purposes of evaluating the IT needs of all departments in a rapidly changing work environment and to discuss and plan for the optimum use of technology and information systems by recommending upgrades, integrating applications, and operating policies. The Committee is made up of two Board members in addition to information technology stakeholders from the various town departments. Following the receipt of the audit from the Office of the State Comptroller, the members of the Committee were charged with implementing new and acceptable procedures to monitor employee use to ensure compliance with updated IT policies.

Implementation Date: March 14, 2022, Town Board Meeting

Person Responsible for Implementation: Information Technology Advisory Committee with final approval by the Board to be included in the Employee Handbook.

Audit Recommendation: Town Officials should ensure all IT users sign a form acknowledging that they are aware of and will comply with the Town's IT policies.

Implementation Plan of Action(s): The Human Resources Department as part of the onboarding process for new employees will require that all employees sign a formal acknowledgment that they are aware of and will follow all the Town's IT policies with a copy placed in their employee file. These policies will be contained within the employee handbook and are in the process of being updated by the Information Technology Advisory Committee per the first recommendation of the audit report. In addition, all existing employee files will be reviewed to ensure compliance with the requirement.

Implementation Date: March 14, 2022

Person Responsible for Implementation: Human Resources Department

Audit Recommendation: Town Officials should develop comprehensive written procedures for managing and monitoring network user accounts that include periodically reviewing user access and disabling or changing accounts when access is no longer needed.

Implementation Plan of Action(s): On June 16, 2021, the Town Board established the Information Technology Advisory Committee for the purposes of evaluating the IT needs of all departments in a rapidly changing work environment and to discuss and plan for the optimum use of technology and information systems by recommending upgrades, integrating applications, and

operating policies. The Committee is made up of two Board members in addition to information technology stakeholders from the various town departments. Following the receipt of the audit from the Office of the State Comptroller, the members of the Committee were charged with developing comprehensive written procedures for managing and monitoring network user account than will be included in the employee handbook.

Implementation Date: March 14, 2022, Town Board Meeting

Person Responsible for Implementation: Information Technology Advisory Committee with final approval by the Board to be included in the Employee Handbook.

Audit Recommendation: Town Officials should ensure the IT provider immediately disables the network user accounts of former Town employees

Implementation Plan of Action(s): The unneeded user access was removed during the audit process after being informed of the issue by the OSC Auditor. Since then, the IT Provider and the Town Information Specialist meet regularly in person to review accounts and permissions and disable as necessary. The most recent review was held in January of 2022.

Implementation Date: Summer of 2020

Person Responsible for Implementation: IT Provider / Town Information Specialist

Audit Recommendation: Town Officials should ensure the IT provider removes unneeded administrative permissions granted to user accounts and periodically review administrative permissions to ensure they are appropriate for users' job functions.

Implementation Plan of Action(s): Unneeded administrative permissions identified during the audit process by the OSC Auditor were removed at that time. Since then, the IT Provider and the Town Information Specialist meet regularly in person to review accounts and permissions granted to town employees. The most recent review was held in January of 2022.

Implementation Date: Summer of 2020

Person Responsible for Implementation: IT Provider / Town Information Specialist

Audit Recommendation: Town Officials should become familiar with the services provided by the IT provider and ensure the Town receives the services to which it is entitled.

Implementation Plan of Action(s): Following the adoption by the Board of clearly defined services to be provided by the IT provider to the Town, said information will be distributed to all relevant departments through the Information Technology Advisory Committee.

Implementation Date: March 14, 2022, Town Board Meeting

Person Responsible for Implementation: Information Technology Advisory Committee

SIGNED DATE
TITLE

SIGNED DATE
TITLE

DRAFT

Resolution No. _____ of 2022 a resolution hiring a Full-time Recreation Attendant for the Clifton Park Senior Community Center.

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

WHEREAS, an opening exists for a Full-time Recreation Attendant in the Clifton Park Senior Community Center due to the resignation of Keith Ulrich, and

WHEREAS, Sue Leonard, Director of the Senior Community Center has interviewed Zachariah Drenzo, 17 Bellot Drive, Clifton Park, and wishes to hire Mr. Drenzo as Recreation Attendant, Grade 3, Step 1, \$41,246/year, and

WHEREAS, Councilwoman Standaert, has recommended that Zachariah Drenzo be hired to fill the full-time position as advertised; now therefore be it

RESOLVED, that authorization is hereby given to hire Zachariah Drenzo for the Clifton Park Senior Community Center at Grade 3, Step 1, effective immediately; and be it further

RESOLVED that Comptroller is authorized to transfer the balance from A-06773-E08920 (General Fund – Senior Center – K. Ulrich) to A-06773-Exxxx (General Fund – Senior Center – Employee).

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Friday, February 11, 2022 3:05 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 02-14-2022
Attachments: 6206c1602d356-Recreation Attendan - 2022.pdf

An item has been submitted to the Resolution Request form for review.

Department: **Clifton Park Senior Community Center**
Your email: **sleonard@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **A. Standaert**

Requested Meeting Date: **02-14-2022**

Brief Description: **Hire Zachariah Drenzo for the full time Recreation Attendant position at the Senior Center**

Budget #:
Budget Description:
\$ Amount: **\$41,246**

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

*Transfer from A-6773-~~EX~~⁰⁸⁹² (Keith Ulrich)
to start effective immediately*

Meg Springli

From: Mark Heggen <mheggen@cliftonpark.org>
Sent: Friday, February 11, 2022 3:22 PM
To: Meg Springli
Subject: Rec Assistant - Senior Center

Meg,

The account will be A-06773-E0892 (General Fund – Senior Center – K Ulrich) transfer the balance to A-06773-Exxxx (General Fund – Senior Center – Employee)

Mark

Mark E. Heggen, CPA
Town Comptroller
Town of Clifton Park
One Town Hall Plaza
Clifton Park, NY 12065

Telephone – 518-371-6651
Fax – 518-371-1136

mheggen@cliftonpark.org