

TOWN OF CLIFTON PARK TOWN BOARD MEETING

June 13, 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. – Wood Room, Town Hall**
- II. Pledge to Flag**
- III. Roll Call**
- IV. Approval of Town Board Minutes**
- V. Communications/Announcements**
- VI. Business**
 - **Recognition of Shenendehowa Track & Field, Unified Basketball and Lacrosse Teams**
 - **Public Forum – Offer of Cession from KLB Enterprises, LLC**
 - **Resolutions for Consideration**
 - **Other Business**
- VII. Open Public Privilege**

NOTE:

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
June 13, 2022

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Assessor	Authorize the installation and hosting of GIS data integrated with the existing SDG Image Mate online real property data	P. Barrett
2. Planning	Authorize an agreement with Greenman-Pederson, Inc. for Engineering Design Services	P. Barrett
3. Building & Development	Authorize a 36-month lease agreement with National Business Technologies for a new copier/printer system	P. Barrett
4. Highway	Accept a bid for demolition of the White Building	D. Bull
5. Parks & Recreation	Authorize the hiring of additional 2022 seasonal pool staff	A. Standaert/ L. Walowit
6. Parks & Recreation	Authorize a transfer of \$3,215.30 from contingency for tent rentals for the 2022 Full Day Camp	A. Standaert/ L. Walowit
7. Buildings & Grounds	Authorize repairs to the fence and backstop on Fields #2 and 3 at Veterans Park	P. Barrett
8. Buildings & Grounds	Authorize the hiring of William Torres as a seasonal laborer at the Barney Road Golf Course	P. Barrett
9. Senior Community Center	Authorize an increase in revenues and expenditures for a multi-day trip and several day trips sponsored by the Senior Community Center	P. Barrett
10. Supervisor	Authorize the purchase of additional long arm extensions for the street light project	P. Barrett
11. Town Board	Appointment of a Hearing Officer under N.Y. Civil Service §75	P. Barrett

Resolution No. _____ of 2021, a resolution authorizing the Assessor to accept a proposal from Systems Development Group, Inc. for a web-based tool to utilize GIS data in conjunction with the existing assessment and real property information.

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

WHEREAS, Resolution No. 254 of 2021 authorized Walter Smead, Sole Assessor, to request the installation of a web service to integrate real property data with additional comprehensive assessment and real property information on the Assessor's page of www.cliftonpark.org, and

WHEREAS, after successful launching of the SDG Image Mate Online, from Systems Development Group, Inc., the Assessor wishes to allow the integration of geographic information systems (GIS) data with the addition of an ESRI map viewer component; now, therefore be it

RESOLVED, that the Town Board hereby accepts the recommendation of Mr. Smead to allow residents and others to utilize GIS data integrated with existing real property data, and be it further,

RESOLVED, that the Assessor is authorized to request the installation and hosting of the GIS component to the existing SDG Image Mate Online by Systems Development Group under NYS OGS backdrop contract, at a cost not to exceed \$4,500 to be paid from A-1355-045 (Assessor – Consultants).

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Wednesday, May 25, 2022 1:06 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 06-06-2022 Assessor
Attachments: 628e620e4e5e8-SDG ImageMate 2022 Resolution Request.pdf

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

Department: Assessor
Your email: kmiller@cliftonpark.org

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

Requested Meeting Date: 06-06-2022

Brief Description: Installing SDG Image Mate Online GIS component to the existing Clifton Park Assessment Database.

Budget #: A-1355-045
Budget Description: Consultations
\$ Amount: 4500.00

Additional Comments/Details: This will allow Clifton Park residents and any other internal/external entities to utilize GIS data in conjunction with the Assessment Database that already exist on the Town of Clifton Park website.

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

May 2022

Town of Clifton Park
Mr. Walter Smead, Appointed Assessor
Assessor's Office
1 Town Hall Plaza
Clifton Park, NY 12065

Walter:

The SDG Image Mate software suite has been optimized to simplify the use of GIS and Real Property data by Counties and Towns across NYS. This can otherwise be a cumbersome process when using "off-the shelf" or "one-size-fits-all" generalized GIS software products.

A consistent and forward-looking SDG philosophy has made the Image Mate Online suite an excellent platform to meet and exceed Clifton Park's GIS requirements. SDG GIS experts predominantly use ESRI's industry leading GIS tools to seamlessly drop GIS functionality into the Town's Image Mate Online web service.

The Counties highlighted in blue, and the local municipalities marked by stars, represent the NYS IMO user base. Livingston County will launch within two weeks and Albany, Rockland and Sullivan will likely soon follow.

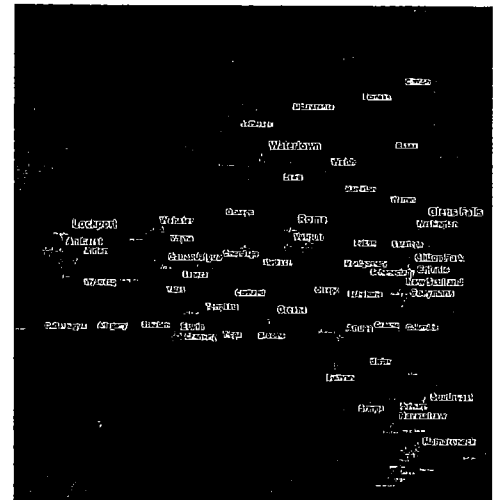
SDG has often partnered with third party GIS firms to add an interactive web mapping service (WMS) to their IMO site. These mapping "Viewers" vary in complexity and are often outside the budget range for municipalities. Conversely, SDG is now offering IMO links to a lower cost, but powerful, ESRI Cloud-based map viewers that are easily updated with IMO at the Town level.

The proposed ESRI map viewer will leverage the current Clifton Park IMO site and will build upon our working knowledge of the County's real property and tax mapping operations. We will also bring our experience working with related datasets and services available from Microsoft Bing, Google, and New York State to bear wherever possible on the Town's behalf.

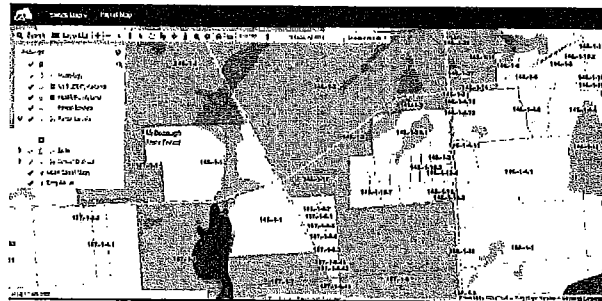
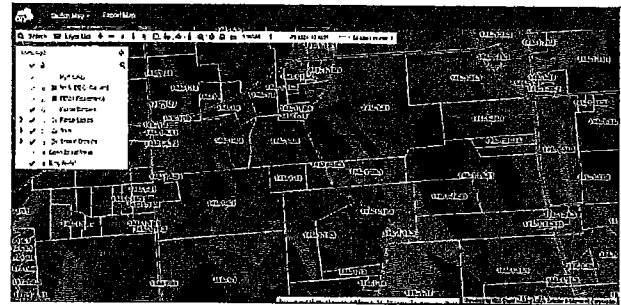
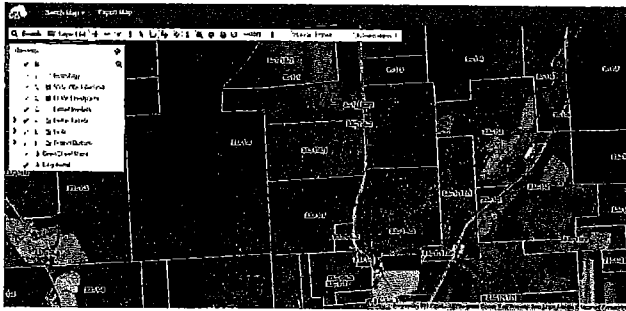
Please reference the Town of Kent, Putnam County as a SDG IMO – GIS reference.

With integrated ESRI services, IMO becomes a true GIS-enabled web site for Clifton Park. This combination can reliably, and cost effectively, perform the essential GIS services available in higher cost viewers. This would include all of the parcel centric basics and niceties like the identification of who to call to get permission to hunt or fish on back country property.

SDG's GIS approach will also maximize existing Clifton Park tax mapping and GIS datasets including parcels, soils, roads, aerial photography, hydrology, State and Federal wetlands and floodplains.



Through IMO, both County workers and the taxpayers will be able to pan, zoom, display layers, and click on a variety of tools using their standard web browsers.



Clifton Park Investment:

Image Mate Online Configuration, Installation and Testing. Includes Year 1 Hosting.	\$4500.00
Years 2 – 5 Hosting	\$3500.00 per year

Please let us know if you require any additional information. We can be reached by telephone at (315) 798 – 1328. My mobile number is (315) 525-1063 and I can also be reached by email at jkelly@sdgnys.com. SDG greatly appreciates the opportunity to continue to serve Clifton Park.

Sincerely,

John Kelly
President
Systems Development Group

Resolution No. _____ of 2022, a resolution to authorize the Supervisor to sign an agreement with Greenman-Pederson, Inc., (GPI) for engineering design services related to the New York State 146/146A Bicycle and Pedestrian Improvement project.

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

WHEREAS, by Resolution No. 82 of 2022, the Town authorized the implementation and funding of the NYS 146/146A Improvements Project and appropriated \$182,000.00 in H62 (Capital Project – NYS 146/146A Improvements) to cover the cost of the design phase of the project, and

WHEREAS, expressions of interest were solicited in November of 2018, and GPI was the sole applicant to respond to the solicitation in an amount not to exceed \$182,000.00; now, therefore, be it

RESOLVED, that the Town Board authorizes the Supervisor to sign an agreement with GPI for engineering design services for the NYS 146/146A Bicycle and Pedestrian Improvement Project in an amount not to exceed \$182,000.00 to be paid from Capital Project Fund H62.

Resolution No. 82 of 2022, a resolution authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds, therefore.

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

WHEREAS, a Project for the NYS 146/146A Bicycle and Pedestrian Access Improvements within the Town of Clifton Park, Saratoga County, P.I.N. 1085.48 ("the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% federal funds and 20% non-federal funds, and

WHEREAS, the Town of Clifton Park desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of design;

NOW, THEREFORE, the Town of Clifton Park Town Board, duly convened does hereby

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

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

RESOLVED, that the sum of \$182,000 (one hundred eighty-two thousand dollars) is hereby appropriated from H62 (Capital Project - NYS 146/146A Improvements) and made available to cover the cost of participation in the design phase of the Project, and it is further

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

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

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

RESOLVED, that the Comptroller is authorized to establish a new Capital Projects Fund H62 (Capital Project - NYS 146/146A Improvements); and be it further

RESOLVED, this resolution shall take effect immediately.

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

March 21, 2022

Teresa Brobston, Town Clerk

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, June 7, 2022 11:04 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 06-13-2022 Planning
Attachments: 629f68d4ee6ef-PIN 1085.48 - Final Agreement (002)-March 4_2022.pdf; 629f68d4ef075-Location Map-Rt 146_Rt 146A_Vischer Ferry Rd Improvements_TIP SA 323.pdf; 629f68d4efa9d-LDSA TIP 2019-2024 -Solicitation Ltr 11-5-2018.pdf; 629f68d4efc43-2019-2024 Transportation Improvement Program (TIP) Projects EOI-GPI.pdf

Categories: TB Prep

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: **06-13-2022**

Brief Description: Following up on a March 21, 2022 TB authorization (TB Res 82 of 2022) for the Master Grant Agreement and Design Phase Authorization for this locally administered federal aid project, NYS 146 / 146A Bicycle and Pedestrian Improvements with New York State DOT, in which the Town Board authorized \$182,000 for the Design Phase, the federal authorization to proceed with the Design Phase has been received. The town can actually start the design work.

Attached for your review please find the proposed Engineering Design Services - Final Agreement for the Design Phase.

The Town of Clifton Park followed the LDSA protocol for procurement at the time the Town applied for the 2019-2024 TIP. Attached please find the Solicitation Letter for your reference. Also, attached please find the sole submission received, the "2019-2024 Transportation Improvement Program (TIP) Projects EOI-GPI".

Budget #: H62 Capital Project - NYS 146/146A Improvements
Budget Description: The Town Board allocated the \$182,000 engineering phase budget by TB Res 182 of 2022 (March 21, 2022).
\$ Amount: \$182,000 for the Engineering Design Phase

Additional Comments/Details: Attached please also find the project location map for your reference. The new trails, sidewalks and bike lanes proposed, help to close gaps in connectivity along NY 146, Vischer Ferry Road and NY 146A.

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

November 21, 2018

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

RE: 2019-2024 Transportation Improvement Program (TIP) Projects

Dear Mr. Scavo:

GPI is pleased to submit our EOI for the above referenced project. Per your request, five copies are enclosed for your review and consideration.

As indicated in our EOI, GPI staff has demonstrated their commitment to provide top-quality services from our highly experienced personnel to our valued clients. GPI staff includes professionals who have extensive experience working for public sectors that include town, county, state and other municipal clients. We hope to distinguish GPI as the most qualified to provide the services requested for this program. GPI is a full service engineering firm with a staff of 1,500+ people. Our Albany office includes a diverse technical staff that has many years of engineering and construction experience. All work performed by GPI will be conducted by our Albany office staff, and thus, we can quickly react to any project needs.

Thank you for your consideration and if you have any questions, please do not hesitate contacting me.

Sincerely,
GPI/Greenman-Pedersen, Inc.



Fred Mastroianni, PE
Vice President

2019-2024 Transportation Improvement Program (TIP) Projects

GPI appreciates the opportunity to submit this Expression of Interest to provide the Town assistance in preparing an application for funding through the TIP Program to improve vehicular, bicycle and pedestrian safety at various locations in the Town. If the project is funded, GPI would be pleased to provide design, right-of-way (ROW), and construction support and inspection services. Joining our team is R.K. Hite and Company who will provide ROW services and S.Y. Kim Land Surveyor (DBE firm) who will provide design and ROW survey and mapping. GPI Albany office currently has 230+ employees on staff and we can dedicate the necessary resources to complete the project in an efficient, responsive and cost effective manner. Over the last five years, our Albany office has worked on many federal aid and state funded projects within and around the Capital District, which included preliminary design (preparing preliminary plans, draft and final design reports, cost estimating, and conducting environmental screenings final design that included preparing PS&E packages and obtaining all needed permits related to highway, bridge, pedestrian and bicycle safety projects. We also provided Resident Engineers and Inspectors as part of construction support and inspection services on those same projects. The following outlines GPI's understanding of the work to be done; recent experience with similar kinds of projects; experience and workload of proposed staff; familiarity with the Federal and State requirements; organizational and financial responsibility, and logistics and familiarity with the project area.

UNDERSTANDING OF THE WORK TO BE DONE

GPI is very familiar with TIP Program, which involves vehicular, bicycle and pedestrian safety projects to improve the quality of life. CDTC has prepared a guidance for localities to follow that provides background information on the use of this funding source, eligibility criteria, eligible improvements, schedule and implementation process. GPI's role will be to assist the Town in identifying transportation projects that improve vehicular, bicycle and pedestrian safety in the Town. Work will include collecting project data to determine what improvements need to be made at each location, determine if there are any right of way needs, and determine overall project cost that includes design, ROW, construction and inspection. As part of the data collection, GPI will work with the Town to collect any accident history over the last 3 years that would assist in justifying the safety improvements. We envision meeting with representatives of the Town and gather all available data, visiting each project location to gather additional information, and make recommendations of the proposed improvements. The number of projects that will be evaluated will be based upon what priorities the Town has in improving its transportation system. Projects may involve intersections that would improve traffic flow and safety, projects that involve adding multi-use trails to improve pedestrian and bicycle access, and projects that involve adding sidewalks to fill in gaps that currently exist in the pedestrian facility network. Once all proposed improvements are known, GPI will prepare a draft Project Justification Package (PJP) that includes project description, cost and schedule of implementation. GPI will forward the draft PJP to the Town and obtain input. GPI will then finalize the PJP and forward to the Town for submittal to CDTC.

Once a project is funded and the Town has been authorized to commence work, the project will follow the Procedures for Locally Administered Federal Aid Projects, which includes providing preliminary design, final design, and right of way if needed during the design process. Once the project is under construction, GPI will provide support and inspection services that includes an Inspector to insure the project is constructed per the plans, specifications and construction bid documents.

EXPERIENCE WITH SIMILAR KINDS OF PROJECTS

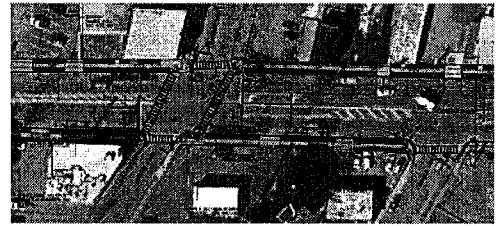
Below are several recent projects that involved vehicular, pedestrian and bicycle mobility and safety design and construction. Unless otherwise noted, GPI provided preliminary engineering, final design, and construction support and inspection services:

- 1. Ballston Avenue Transportation/Safety Improvements (PIN 1756.60)** > GPI provided preliminary and final design along with construction support and inspection services for the reconstruction of NY Route 50 in the City of Saratoga Springs to provide for pedestrian and bicycle mobility via sidewalks along both sides of the road and shared lanes, so that the road functions as a "Complete Street", widening of Ballston Ave and realigning the curb line to provide a center left-turn lane/flush and raised median, replacing the *traffic signal* at Hamilton Street, install a new *traffic control* signal at Lincoln Avenue, modify the Union Street intersection to reduce vehicle conflicts by utilizing one-way streets away from the intersection, pedestrian scale lighting, high visibility crosswalks, and various streetscaping amenities. This project also included a mid-block crosswalk and pedestrian refuge area to allow safe pedestrian crossing. As part of the crossing, a *pedestrian activated* pushbutton **Rectangular Rapid Flashing Beacon** assembly was provided to advise motorists of pedestrians crossing road. *Construction cost \$1,800,000 (2015).*
- 2. Route 9 Corridor Improvements (Lake George) (PIN 1759.67)** > GPI provided preliminary and final design and is currently providing construction support and inspection services for US Route 9 (Canada Street) from its intersection with Route

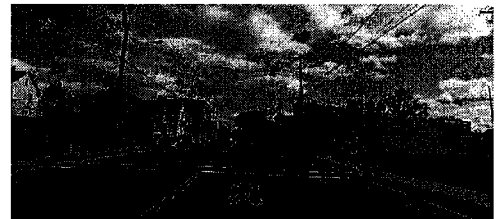


9N near Exit 21 of the Adirondack Northway (I-87), north to the Village of Lake George as a primary link/gateway to the Town and Village of Lake George. The current roadway does not include any pedestrian and/or bicycle access facilities, is not ADA accessible, generally lacks the aesthetic qualities to the areas picturesque environment and does not complement the many businesses along the corridor. This project will incorporate the following features and/or characteristics; **Pedestrian Access and Safety**; Access Management; *Traffic Calming*; Stormwater Collection and Treatment; Lighting; two *signalized* intersections, and a Park and Ride Lot. The design is being completed in accordance with NYSDOT Highway Design Manual, New York State Department of Transportation (NYSDOT) Standard Specification (Construction and Materials) and in compliance with the Procedures for Locally Administered Federal Aid Projects Manual. *Construction cost \$6,900,000 (2016).*

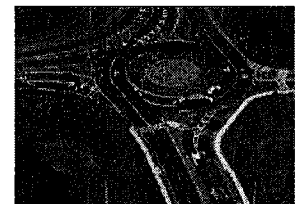
3. **Kingston Connectivity (PIN 8780.49)**> GPI is providing preliminary and final design for the City of Kingston to create a more livable, vibrant community through complete streets strategies along the Broadway Corridor linking Uptown and Midtown to the Rondout and Hudson River Waterfronts via a network dubbed the Kingston Greenline. The goals of this project are to make the Broadway Corridor more pedestrian and bicycle friendly to attract more visitors to the area and spur economic development. Currently the corridor has sidewalks, but they vary in condition and do not necessarily meet ADA specifications. There are currently no safe bicycle accommodations provided along the Broadway Corridor. This project will provide the City with continuous ADA compliant sidewalks and bicycle facilities along Broadway (NYS Route 32) from St James Street to Grand Street. Incorporated with these sidewalks will be ADA compliant ramps, high-visibility crosswalks, pedestrian signals and count-down timers, bicycle signals, cycle track, lighting improvements, street trees and street furniture. *Anticipated Construction cost \$4,500,000 (2017).*



4. **Grey to Green Streetscape Improvements (PIN 2650.43)**> GPI provided preliminary and final design along with current construction support and inspection services for this commercial corridor located in the City of Rome, New York to improve Pedestrian Access along with Safety & Mobility including and will provide such design features as sidewalks, crosswalks, wide shoulders for bike access, landscape buffers between vehicle traffic and pedestrians, and signage. The corridor consists of a mixed-use commercial development and is designated as the "Little Italy Main Street Commercial Subarea Heritage Corridor" according to the City of Rome Urban Design Plan. GPI evaluated Access Management (curb cuts, interconnection, designated turning lanes); Traffic Calming including include curb "bump-outs," the narrowing of roadways, pedestrian islands, signage, speed reductions, and textured surface crosswalks; Corridor Beautification to include pedestrian scaled lighting, landscaping, gateway treatments, orderly and/or themed signage, and street trees; and Sustainable/Green Streets to include permeable pavement in the snow storage area which will provide infiltration to reduce the volume of stormwater runoff. *Construction cost \$1,600,000 (2016).*



5. **Fuller Road (CR156) Corridor Improvements, Albany, NY**> GPI was the prime consultant responsible for the Preliminary Engineering, Final Design, Construction Support and Inspection for the improvements to this heavily traveled two-mile corridor located in the City of Albany and the Town of Guilderland and Colonie, New York. Key features of the project included bank stabilization of Patroon Creek, providing a pedestrian and bicycle access facilities along both sides of the road, determining the optimal lane and intersection configurations, the design of new traffic signals at the intersections of Fuller Road with Railroad Avenue and Executive Park Drive, modifications to the traffic signal systems at the intersections of Fuller Road with Central Avenue (Route 5) and Western Avenue (Route 20), the design of Roundabouts to replace the traffic signal systems at Fuller Road intersections with I-90 Exit 2 Ramp and Tri-Centennial Drive.



The project involved significant coordination and input from various state agencies including State University at Albany, NYSDOT and NYSDEC, coordination with City of Albany and the Towns of Guilderland and Colonie, and obtaining all necessary permits from the municipal and state agencies. GPI also developed a Public Outreach Program so that all residents and businesses located along the corridor were able to provide input during the design process. *Construction Cost: \$13.2M, Completion: 2011*

QUALITY OF STAFF FOR DESIGN WORK TO BE DONE

Three fundamentals of managing any project are: 1) *Managing the work* 2) *Managing the people* and 3) *Managing production*. We have established a staff to carry out these three fundamentals. Our leadership consists of a Project Director and a Project Manager and these two leaders have a wealth of experience successfully managing projects. In addition, we have assigned staff with specific and relevant expertise so that the work can be produced at high quality and most efficient manner. Key staff members assigned to this project includes:

Mr. Fred Mastroianni, PE, Vice President, will lead the team during the preparation of the funding application. He has 31+ years of experience in the engineering industry, having both designed and managed numerous engineering projects that include highways, bridges, multi-use trails, and pedestrian and bicycle facilities and site design. He has prepared and been

responsible for the development of preliminary plans, environmental assessments, final design plans, construction bid documents, and provided construction support and inspection services. He has prepared numerous funding applications on many projects that received federal and/or state funding for implementation.

Mr. Christopher Cornwell, PE, LEED®AP, Vice President who manages the Civil-Highway Department, will be the **Project Director** during the design phase. He has 15+ years of design experience and will be the *main contact person* with the Town. Mr. Cornwell has worked on 30+ federal aid projects including the above noted projects. He is thoroughly knowledgeable of all design standards that includes NYSDOT Highway Design Manual, AASHTO Manuals, NYSDOT Standard Specifications, and Complete Street Design Standards. His experience covers a wide range projects from feasibility studies, design reports, detailed design, developing contract plans/specification/estimates and providing construction support services.

Mr. Edmund Snyder, III, PE will be the **Project Manager** during the design phase. He has 17+ years of experience in the transportation field, knowledgeable in highway design, utility design, estimating, and construction inspection. His experience includes both construction inspection and design. His experience also includes preliminary through final design of multi-lane highway reconstruction, bridge replacement, and highway rehabilitation projects for State agencies and municipal transportation agencies.

Mr. Michael Wieszchowski, PE, PTOE will be the **Senior Traffic Engineer** and assist Mr. Mastroianni with preparing the application. Mr. Wieszchowski is a certified Professional Traffic Operations Engineer 25+ years of experience in the field of traffic engineering and transportation planning. His experience includes corridor planning, traffic impact studies, accident analysis, traffic flow modeling/simulation, Complete Streets assessments, pedestrian & bicycle facilities, roundabout analysis, traffic signal designs, signing & pavement marking design, traffic calming and access management.

Mr. Frank Gates will be the **Resident Engineer (RE)** during the construction phase. Mr. Gates is a highly experienced Engineer/Inspector. He has a 20+ year record of success overseeing all phases of multimillion-dollar construction and infrastructure projects for government and private-sector clients. His experience includes construction of trails, multi-use paths, pedestrian and bicycle facilities.

Current resumes of all staff members, which further describe their experience, are available upon request.

Based upon their current workload, all staff members are available to begin the work. The PJP funding application is due on November 28, 2018 and GPI will dedicate the necessary resources to complete the work on time.

EXPERIENCE WITH FEDERAL & STATE REQUIREMENTS

GPI is completely familiar with NYSDOT Procedures for Locally Administered Federal Aid Projects, The NYSDOT Highway Design Manual, Manual of Uniform Traffic Control Devices, NYSDOT Standard Specifications for Construction, NYSDOT Project Development Manual, and NYSDOT Pavement Design Manual all which will be utilized for successful completion of this project. GPI is accustomed to coordinating project approvals with all agencies including municipal, NYSDOT and FHWA agencies. From our inception, GPI's core business has been highway and bridge projects throughout the northeast and the bulk of them were federally and state funded. In addition to working with NYSDOT and FHWA, we have coordinated and obtained approvals from SHPO, NYSDEC and ACOE on many federal aid projects as part of the design process. In the last five years in Region 1, we have worked on almost 40 locally administered federal aid projects, which required approvals and coordination from the above noted agencies. On the majority of these project we have completed various tasks including preparation of the Draft and Final Design Approval Documents, conducting environmental screenings including identifying appropriate environmental classifications and compliance with SEQRA and NEPA process, preparation of final design plans, specifications, construction bid documents, assisting our clients in preparing the bid documents, addressing questions from prospective bidders, analyzing bid results, and supplying appropriate documents to NYSDOT to construct project. We highly recommend the Town contact the references that were provided for the projects and also

Mr. Lorenzo Distefano, PE, NYSDOT Region 1 Local Projects Unit: p- 518.485.1715 | e- ldistefano@dot.state.ny.us

ORGANIZATION & FINANCIAL RESPONSIBILITY

Being financially responsible for our client's budget is one of the reasons why they keep coming back to us. We provide a cost estimate during the early phases of design so that our clients can react and make adjustments if needed to make sure proposed improvements are within the project budget. GPI will develop a final scope of services and cost to provide all the required services. The GPI Team's overhead rate is relatively low when compared to other firms, which reduces overall design cost. In addition, since we have worked on so many locally administered federal aid projects, there will be no "learning curve" allowing us to perform the required tasks as efficiently as possible. We also prepare a Cost Control and a Progress Report on a monthly basis and will forward to the Town so that all costs are continuously tracked. GPI can also prepare all of the required federal reimbursement forms so that the Town can quickly submit the documents to NYSDOT and thus expedite reimbursement of costs.

LOGISTICS & FAMILIARITY WITH THE PROJECT AREA

GPI Albany office is located on Wolf Road and we are within 30 minutes of the project area and Town Hall. Therefore, we can quickly react to any field work or meetings needed to progress the project. In addition, we have staff that live in the Town of Clifton Park and are very familiar with the Town. Most recently, several key staff members that will be involved with this project worked on the Erie Canal Towpath located in the Towns of Clifton Park and Halfmoon and they are familiar with the area.

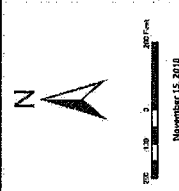


**NY Route 146, 146 A and Vischer Ferry Rd (CR 90)
Pedestrian and Bicycle Access Improvements
Town of Clifton Park - 2019-24 TIP**

Legend

Road Type	
	Crossing Improvements
	Local
	County
	Interstate
	State
	US

	Proposed Bike Path
	Proposed Multi-use Path
	Proposed Sidewalk



Prepared for Planning Supervisor, Clerk,
Data provided by NYSDOT, Chenango Park &
Other Third Parties

**Architectural/ Engineering
Consultant Agreement**

PIN (s) 1085.48 Municipal Contract No. N/A

Agreement made this _____ day of _____ by and between

Town of Clifton Park

Having its office located at One Town Hall Plaza, Clifton Park, NY 12306
(The "Town")

And

Greenman-Pedersen, Inc.

With its office located at 80 Wolf Road, Suite 300, Albany, NY 12205 (the
"Consultant," the "signatory" and the "prospective participant")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this agreement as the **NY Route 146 & 146A Bicycle and Pedestrian Access Improvements** (as described in detail in Attachment A annexed hereto, the "Project" or "PROJECT") the TOWN has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the TOWN has selected the Consultant to perform such services in accordance with the requirements of this Agreement; and

WHEREAS, the **Supervisor** is authorized to enter this Agreement on behalf of the TOWN,

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"** – Scope of Services
- **Attachment "C"** – Engineering 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 the TOWN with deliverables more specifically described in Attachments "A" & "B".

2.2 The CONSULTANT shall ascertain the applicable practices of the TOWN, 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 Attachments "A" & "B".

2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the TOWN.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the TOWN shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based upon 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.

**PIN 1085-48: NY Route 146 & 146A Bicycle and Pedestrian Access Improvements
Town of Clifton Park, NY**

3.1 Cost Plus Fixed Fee Method		
DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
<p>Item I</p> <ul style="list-style-type: none"> 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 Agreement, plus properly allocable partial salaries of all persons working part-time on this PROJECT. 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 TOWN. If, within the term of this Agreement, 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. 	<ul style="list-style-type: none"> Actual cost incurred in the performance of this Agreement as identified in Attachment "C" or otherwise approved in writing by the TOWN or its representative. Not to exceed the maximum allowable hourly rates of pay described in Attachment "C" of this Agreement, all subject to audit. <p>Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the TOWN.</p>	<ul style="list-style-type: none"> 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 Attachments "B" and "C". Invoices are subject to approval of the TOWN and TOWN's Representative.
<p>Item II</p> <ul style="list-style-type: none"> Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Agreement; all subject to audit. 	<ul style="list-style-type: none"> 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. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor. Salvage value 	
<p>Item III</p> <p>Items required to be purchased for this project not otherwise encompassed in Direct Non-Salary Project-related Costs, which become the property of the TOWN at the completion of the work or at the option of the TOWN.</p>		

**PIN 1085.48: NY Route 146 & 146A Bicycle and Pedestrian Access Improvements
Town of Clifton Park, NY**

	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
Item IV	<ul style="list-style-type: none"> Overhead Allowance based on actual allowable expenses incurred during the term of this Agreement, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations, sub-part 1-31.2 as modified by sub-part 1-31.105 ("FAR"), and applicable policies and guidelines of the TOWN, NYS DOT, and FHWA For the purposes of this Agreement, an accounting period shall be the CONSULTANTS'S fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the TOWN 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. 	<ul style="list-style-type: none"> 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 155%, in all events not to exceed 155%, subject to audit. 	
Item V	<ul style="list-style-type: none"> Negotiated Lump Sum Fixed Fee 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 the Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity, or character of the work to be performed. 	<ul style="list-style-type: none"> A negotiated Lump Sum Fixed Fee which in this Agreement for GPI shall equal \$14,067.00. 	
Item VI	<p>The Maximum Amount Payable under this Agreement including Fixed Fees 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.</p>	<ul style="list-style-type: none"> Maximum Amount Payable under this Method shall be \$182,000. 	

ARTICLE 4. INSPECTION

The duly authorized representatives of the **TOWN**, and on Federally aided projects, representatives of the **NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT)** and the **FEDERAL HIGHWAY ADMINISTRATION (FHWA)**, 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 the **TOWN**:

A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e., labor, direct non-salary, overhead, and fee.

5.2 In order to enable the **TOWN** 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.

- X. Records of Direct Non-Salary Costs;
- XI. Copies of any subcontracts relating to said contract;
- XII. Location where records may be examined; and
- XIII. Name, address, and 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 The **TOWN** will make final payment within sixty (60) calendar days after receipt of an invoice that is properly prepared and submitted, and all appropriate documents and records are received, provided the **CONSULTANT** is not in default of this Agreement.

6.2 The acceptance by the **CONSULTANT** of the final payment shall operate as and shall be a release to the **TOWN** 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 the **TOWN** of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the **TOWN** on a monthly basis or such alternative interval as the **TOWN** 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 the TOWN, in writing, of this fact prior to beginning any of the work. The TOWN 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 the TOWN determines that such work does constitute extra work, the TOWN 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 the TOWN. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the TOWN to the CONSULTANT for execution after approvals have been obtained from necessary TOWN 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 the TOWN all assistance required by the TOWN. 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, the TOWN's directions shall be exercised by the issuance of a separate Agreement, if necessary.

ARTICLE 8. INDEMNIFICATION; INSURANCE

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

Further, the CONSULTANT shall defend, indemnify and save harmless the TOWN, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the CONSULTANT, its subcontractors, agents or employees, to the extent of its responsibility for such claims, damages, losses and expenses. Such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent or intentional performance of service, within the meaning of this Article, shall include, in addition to negligence or intent founded upon tort, negligence or intent based upon the CONSULTANT'S failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the TOWN 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 the Project, Professional Liability Insurance in the amount of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00), 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 this Agreement. The CONSULTANT shall supply any certificates of insurance required by the TOWN and adhere to any additional

requirements concerning insurance.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This Agreement shall be void and of no effect unless the CONSULTANT shall secure and keep insured during the life of this Agreement, Workman's Compensation Insurance for the benefit of such employees as are necessary to be insured in compliance with the provisions of the New York State Workman's Compensation Law. The CONSULTANT shall secure policies of general and automobile liability insurance and maintain said policies in force during the life of this agreement. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this agreement in the sum of at least ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) each.

The CONSULTANT shall furnish a certified copy of said policies to the **TOWN** at the time of execution of this Agreement.

ARTICLE 10. INTERCHANGE OF DATA

All technical data related to this PROJECT existing in the office of the **TOWN** 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

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Agreement (collectively called the "Records"). The Records shall be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The **TOWN**, the State, the 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 shall not make any charge or claim for damages 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 the **TOWN** 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 the **TOWN** of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising its rights under ARTICLE 7 of this agreement.

ARTICLE 13. TERMINATION

The CITY 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 the TOWN - if a termination is brought about for the convenience of the TOWN 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 the TOWN '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 the TOWN, of the total amount of work contemplated by the 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 the TOWN shall make all payments due to him, her or 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 the TOWN 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 the TOWN for any damages it may sustain by reason thereof. Upon the delivery of all such data to the TOWN, the TOWN 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 the TOWN 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 the **TOWN**, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit. Further, the employees and agents of the **CONSULTANT** shall not in any manner be, or be held out to be, agents or employees of the **TOWN** and will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the **TOWN**, 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, the **TOWN** 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 **TOWN** of this 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 the **TOWN**. Further, the **CONSULTANT** shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the **TOWN**. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the **TOWN** may deem necessary or appropriate.

If this provision is violated, the **TOWN** may revoke and annul the Agreement and the **TOWN** 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 the **TOWN**.

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 the **TOWN** 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 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 agreement provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or other subconsultant shall include all standard required agreement provisions, and such agreements shall be subject to review by the **TOWN**.

ARTICLE 20.1 PROMPT PAYMENT. While federal regulation (49 CFR 26.2925) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor and provides for interest on late payments for all public works contracts. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

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, nor 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, the TOWN may, in certain circumstances, provide compensation for such work.
- B. Neither the TOWN's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the CONSULTANT shall be and remain liable to the TOWN in accordance with applicable law for all damages to the TOWN caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this Agreement.
- C. The rights and remedies of the TOWN provided for under this Agreement 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 TOWN Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the N.Y. 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 N.Y. 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 11 1506.5

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's 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 describe 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 N.Y. 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 N.Y. 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 N.Y. Labor Law.

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the N.Y. Labor Law and Section 139-h of the N.Y. State Finance Law, if this contract exceeds \$5,000, the CONSULTANT agrees, as a material condition of this Agreement, 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 the 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 Agreement's execution, such agreement, amendment or modification thereto shall be rendered forfeit and void. The CONSULTANT shall so notify the TOWN and the State Comptroller within five (5) business days of such conviction, determination of appeal (See, 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

In addition to the methods of service allowed by the N.Y. 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 the TOWN 's receipt of the return thereof by the United State Postal Service as refused or undeliverable. CONSULTANT must promptly notify the TOWN, in writing, of each and every change of address to which service of process can be made. Service by the TOWN 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 the TOWN beyond the monies legally available for the purposes hereof.

30.2 During the term of this Agreement, the contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the CONSULTANT shall give the TOWN thirty (30) days written notice in advance of such event.

30.3 The CONSULTANT shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement, and shall comply with all applicable laws, rules and regulations.

30.4 The TOWN shall bear no responsibility other than that set forth in this Agreement.

THIS SPACE LEFT BLANK INTENTIONALLY.

SIGNATURE PAGE FOLLOWS.

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

Reference: **TOWN** Contract # _____

Town of Clifton Park By: _____ Date: _____	Greenman-Pedersen, Inc. By: _____ Date: _____
---	--

STATE OF NEW YORK
SS:

_____ OF _____

On this _____ day of _____, 20__ before me, the subscriber, personally appeared to me known as _____, who, being by me duly sworn, did depose and say- that he/she resides at _____, New York; that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of the Town.

Notary Public, _____, N.Y.

STATE OF NEW YORK
SS:

_____ OF _____

On this _____ day of _____, 20__ before me, the subscriber, personally appeared to me known as _____, who, being by me duly sworn, did depose and say- that he resides at _____; that he/she is the _____ of Greenman Pedersen, Inc., 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/she signed and acknowledged the said instrument in his position as a duly authorized representative of the Consultant.

Notary Public, _____, N.Y.

Attachment A
Architectural/ Engineering Consultant Agreement
Project Description and Funding

PIN: 1085.48

Term of Agreement Ends: **December 31, 2024**

BIN:

- 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

Dates or term of Consultant Performance: _____ through _____

Start Date: May 2, 2022

Finish Date: December 21, 2024

PROJECT DESCRIPTION:

NY Route 146 & 146A Bicycle and Pedestrian Access Improvements

Project Location:

Town of Clifton Park, Saratoga County, NY

Consultant Work Type(s): See Attachment "B" for more detailed Task Lists.

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:

\$ 182,000

ATTACHMENT B

ATTACHMENT C

Attachment B

NY ROUTE 146 & 146A BICYCLE AND PEDESTRIAN ACCESS IMPROVEMENTS TOWN OF CLIFTON PARK, NY SCOPE OF SERVICES

EXECUTIVE SUMMARY

The project proposes to construct bicycle and pedestrian access improvements on NYS Route 146, NYS Route 146A and Vischer Ferry Rd (CR 90). The project will include construction of the following pedestrian and bicycle improvements:

- Construct a 10-foot wide paved multi-use path on the north side of NYS Route 146 from Vista Drive to the intersection of NYS Routes 146 and 146A (approximately 2,500 linear feet), to connect to the existing bicycle and pedestrian access improvements built as part of the new roundabout.
- Construct new curbing and a 5-foot wide sidewalk on the north side of NYS Route 146 from the new roundabout to the intersection of School Drive (approximately 2,800 linear feet) at the Shenendehowa Central School District main campus entrance. This will include relocation or replacement of the guide railing along NYS Route 146 over the Dwaas Kill to accommodate the new sidewalk.
- Construct a 10-foot wide paved multi-use path on the east side of Vischer Ferry Rd (CR 90) from the Key Bank driveway to the intersection of Plaid Place and connecting to Clifton Common and the existing multi-use path (approximately 1,000 linear ft). The existing guide rail on Vischer Ferry Road will need to be relocated or replaced to accommodate the new path.
- At the intersection of Sterling Heights Drive (west entrance), Honey Hollow Way and NYS Route 146, install a high visibility crosswalk with Rectangular Rapid Flash Beacons (RRFB) and signage to connect pedestrians and bicyclists to the existing multi-use trail on the south side of NYS Route 146.
- At the intersection of Marlboro Drive and NYS 146A, install a high visibility crosswalk with Rectangular Rapid Flash Beacons (RRFB) and signage to connect pedestrians and bicyclists to the existing multi-use trail on the west side of NYS Route 146.
- Shoulders along NYS Route 146 are wide enough for use as bike lanes on the north and south sides from the intersection of NYS Route 146 and 146A to the intersection of School Drive. This section includes installing bicycle symbols for the bike lanes.
- At the signalized intersection of NYS Route 146 and School Drive, upgrade pedestrian activated push button with countdown timers along with two new high-visibility crosswalks, and signage.

The **Consultant** will provide preliminary and final design services that includes but is not limited to: Environmental Studies; Preparation of the Final Design Report (FDR); Final Design Plans and Specifications; and preparation of Construction Bid Documents. Construction Support and Inspection Services are not included in this scope of services and will be added at a later date via a supplemental agreement with the Town.

The projected PS&E date is May 2023 and the projected letting is July 2023. Construction is anticipated to be completed by May 2024. The budget for design and construction is as follows:

**PIN 1085.48: NY Route 146 & 146A Bicycle and Pedestrian Access Improvements
Town of Clifton Park, NY**

1. Design -	\$	182,000
2. Construction -	\$	1,012,000
3. Construction Inspection -	\$	<u>125,000</u>
TOTAL	\$	1,319,000

The project was approved to receive federal funding under the STP-Flex Program. The total funding amount is \$1,319,000.

It is anticipated that this project will be progressed as a NEPA Class II Action as defined by 23 CFR 771.17(c) and qualifies as Automatic Categorical Exclusion. This project meets the description of Item 4 on the “C List” “Construction of bicycle and pedestrian lanes, paths, and facilities”; and an SEQR Unlisted Action under regulation 6 NYCRR Part 617.2. The Design Approval Document (DAD) will be a Final Design Report (FDR) as outlined in the NYSDOT Project Development Manual.

All work will be completed in accordance with the requirements set forth in the “Procedures For Locally Administered Federal Aid Projects” (LAFAP) Manual and will be designed based upon the following documents:

- AASHTO Guide for the Development of Bicycle Facilities
- AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges
- NYSDOT Highway Design Manual
- ADA Accessibility Guidelines for Buildings and Facilities

The project will be constructed in accordance with NYSDOT “Standard Specifications for Construction and Materials effective at the time construction commences.

SECTION 1 – GENERAL

1.01 PROJECT DESCRIPTION AND LOCATION

This project is known as: **NY Route 146 & 146A Bicycle and Pedestrian Access Improvements**

PIN: 1085.48

Municipality: Town of 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, Director of Planning** who can be reached at **(518) 371-6054**.

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

**Mr. John Scavo
Town of Clifton Park
One Town Hall Plaza
Clifton Park, NY 12065**

The Contract Administrator should receive copies of all project correspondence directed other than to the **Town**.

1.03 PROJECT CLASSIFICATION

The project is assumed to be a Class II Action (Automatic Categorical Exclusion) under USDOT Regulations, 23 CFR 771, in which NYSDOT will be the lead agency for the National Environmental Policy Act (NEPA).

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 Action, in which the **Town** will be the lead agency for the SEQRA process.

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 5 - Right-of-Way
- Section 6 - Detailed Design
- Section 7 – Advertising, Bid Opening & Award
- Section 8 – Construction Support – *Future Supplemental Agreement*
- Section 9 – Construction Inspection – *Future Supplemental Agreement*
- Section 10 – Estimating & Technical Assumptions

When specifically authorized in writing to begin work, the **Consultant** will render services and furnish materials and equipment necessary to provide the **Town** with the reports, plans, estimates and other data specifically described in Sections 1,2,3,4,5,6,7 and 10.

1.05 PROJECT FAMILIARIZATION

The **Town** will provide the **Consultant** if available with the following information:

- Plans for future related transportation improvements or development in the area of the project
- Record as-built plans of the roadways
- Available past project studies
- Pavement history of the roadways
- Anticipated permits and approvals
- Other relevant documents pertaining to this project

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.

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:

- Present, discuss, and receive direction on the progress and scheduling of work in this agreement.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- Manage subconsultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

The **Consultant** will invite NYSDOT to meetings as needed to provide their input and guidance.

1.07 COST AND PROGRESS REPORT

For the duration of this agreement, the **Consultant** will prepare and submit to the **Town** on a monthly basis a Progress Report in a format approved by the **Town**. The Progress Report must contain the "Progress Report Summary Sheet" (Appendix 6-H of the LAFAP Manual). The beginning and ending dates defining the reporting period must 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 all work under this contract is officially suspended by the **Town**, this task will not be performed during the suspension period.

NYSDOT Sponsor Reimbursement forms to include FINS 426 LL, 427LL and 428 will be prepared by the **Town**.

1.08 POLICY AND PROCEDURES

The design of this project will be progressed in accordance with the current version of the LAFAP Manual including the latest updates.

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.

- AASHTO Guide for the Development of Bicycle Facilities
- A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO)
- National Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) and the NYS Supplement
- ADA Accessibility Guidelines for Buildings and Facilities
- NYSDOT Highway Design Manual
- NYSDOT Project Development Manual
- NYSDOT Standard Specifications (Construction and Materials)
- NYSDOT Environmental Procedures Manual
- NYSDOT Engineering Bulletins and Directives

1.09 SPECIFICATIONS

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

1.10 SUBCONSULTANTS – MJ Engineering and Land Surveying

1.11 SUBCONTRACTORS - None anticipated for this project.

SECTION 2 – DATA COLLECTION & ANALYSIS

2.01 DESIGN SURVEY

A. Ground Survey

The **Consultant** will provide terrain data (existing features and appurtenances) required for design by means of a topographic field survey and locate all prominent features. The **Consultant** will conduct all surveys and provide digital terrain data required for design in accordance with the NYSDOT *Land Surveying Standards & Procedures Manual*, Chapter 5 of the NYSDOT *Highway Design Manual*, and the NYSDOT *CADD Standards & Procedure Manual*.

With respect to utilities and drainage mapping, the **Consultant** will survey all surface utilities (water valves, hydrants, gas valves, utility poles, wiring, etc.); and drainage structures. This includes obtaining invert elevations of drainage piping at each structure and size and type of piping. The utility locations surveyed shall be incorporated into the project base mapping. With respect to private underground utilities, they will be located via field markings and available mapping via NYSDOT and the utility companies. These utilities will be shown on the base mapping.

All final graphical deliverables described in this section shall be provided both on paper media and digitally in MicroStation “DGN” format.

The **Consultant** will utilize the State Plane Coordinate System based on North American Datum of 1983 for Horizontal Control. The **Consultant** will investigate and if practical and economical, the survey should be tied into the NAD 83-96 Base Network.

The **Consultant** will establish primary project control, by GPS techniques as defined in the Geometric Geodetic Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques, Federal Geodetic Control Committee.

The **Consultant** will obtain and produce a (3) dimensional digital terrain data model by means of a ground survey and locating all prominent features within the project limits.

- B. Stream Survey** – There are no streams in the project area affected by the project.
- C. Survey of Wetland Boundaries** - It is assumed that state and/or federal jurisdictional wetlands do exist within the project limits and will require the boundaries to be located.
- D. Supplemental Survey** - It is assumed that there will be no change to both topography and planimetric features within the project limits and no supplemental survey will be needed.

2.02 DESIGN MAPPING

Based upon the field survey provided under Section 2.01 and any other mapping available within the project area, design mapping in MicroStation format will be prepared that will include all topographic features, planimetric features and existing highway boundary lines along the roadway segments. Mapping will be prepared at a scale of 1” = 40’, showing contour information at a 1’ contour interval, and will include the following:

- All data will be provided on NAVD 88 vertical datum, and NAD 83 horizontal datum. Point data, linework and record data will be included.
- All visible utility structures (poles, manholes, valves, culverts, hydrants, etc.).
- Landscaping features, including walls, sidewalks, and fences, and edge of woods within the project area will be mapped.

- All pavement, curbing, guide rails and gravel areas.
- Larger diameter trees (3" diameter or greater) will be located that are within the project limits and survey band width.
- Benchmarks will be set along the project area for future use by the contractor.

All work will be conducted following the most recent version of the Code of Practice for Land Surveys, prepared by The New York State Association of Professional Land Surveyors.

2.03 DETERMINATION OF EXISTING CONDITIONS

The **Consultant** will determine, obtain or provide all information needed to accurately describe in pertinent project documents the existing conditions within and adjacent to the project limits.

2.04 ACCIDENT DATA AND ANALYSIS – Not anticipated for this project.

2.05 TRAFFIC COUNTS – Not anticipated for this project.

2.06 CAPACITY ANALYSIS – Not anticipated for this project.

2.07 FUTURE PLANS FOR ROADWAY & COORDINATION W/ OTHER PROJECTS

The **Town and NYSDOT** will provide a brief written statement specifying whether or not any plans exist to reconstruct or widen the highway segments immediately adjacent to the project within the next twenty years.

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

2.08 PAVEMENT /EVALUATION – Not anticipated for this project.

2.09 HYDRAULIC ANALYSIS – Not anticipated for this project.

2.10 STORMWATER TREATMENT SYSTEM

It is anticipated that the project will include modifications to the drainage system that includes collection and treatment of stormwater. It is anticipated that a full Stormwater Pollution Prevention Plan (SWPPP) and Report will be prepared as defined under NYSDEC GP 0-20-001.

2.11 UTILITY COORDINATION AND RELOCATION

It is anticipated that utility agreements will be required from private owners for relocation of their facilities. All **private** utilities are anticipated to be on public right of way and in

accordance with Section 81 of the Highway Law any facilities are subject to Section 52 of the State Highway Law and all adjustments are the sole responsibility of the respective utility owner.

Impacts and relocations required for public utilities like the waterline will not require utility agreements.

It is anticipated that utility poles that have electric, telephone and cable lines will need to be relocated. The Consultant will coordinate and obtain all utility agreements needed to relocate the private facilities.

SECTION 3 – PRELIMINARY DESIGN

3.01 DESIGN CRITERIA

The **Consultant** will identify all applicable design standards to be used for this project and will establish project-specific design criteria in accordance with the "Locally Administered Federal Aid Procedures Manual."

The **Town** will approve the selected project design criteria (either by a written submission or at a meeting).

Based on the selected design criteria, the **Consultant** will identify all existing non-standard features within and immediately adjacent to the project limits.

3.02 DEVELOPMENT OF ALTERNATIVES

- A. Selection of a Design Alternative** - The **Consultant** will evaluate if the proposed improvements meet all applicable design requirements. The **Consultant** will prepare within the project limits rudimentary sketches of plan views with existing conditions and proposed improvements. Plans would include existing highway boundary based upon information provided by the **Town**.

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

B. Detailed Evaluation of Alternatives

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

- Plans showing proposed pedestrian accommodations/improvements
- Miscellaneous Details

- Environmental constraints and potential environmental impact mitigation measures.
- Proposed section including vehicular, bicycle and pedestrian systems.
- Proposed Drainage Modifications.
- Stormwater Management and Treatment System.
- ADA Accessibility.
- Maintenance and protection of traffic during construction.
- Utility Relocations.
- Constructability factors, including contractor access points.
- Construction cost factors.

The **Consultant** will prepare the following drawings for the build alternative showing existing and proposed bicycle and pedestrian access improvements.

The **Consultant** will meet with the **Town** to go over the preliminary plans as part of the Draft Design Report.

3.03 COST ESTIMATE

The **Consultant** will develop, provide and maintain a cost estimate for one design alternative based upon the NYSDOT weighted average bid.

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

3.04 PREPARATION OF DRAFT DESIGN APPROVAL DOCUMENT

For this trail project, the Design Approval Document (DAD) will be a Design Report. (PSR/FDR).

The **Town** will make all determinations not specifically assigned to the **Consultant** which are needed to prepare the Draft DAD.

The **Consultant** will prepare a Draft DAD, which will include the results of analyses and/or studies performed in other Sections of this document. The DAD will be formatted as specified in the LAFAP Manual.

The **Consultant** will submit one (1) paper copy of the Draft DAD along with an electronic copy to the **Town** for review. The **Town** will review the Draft DAD and provide the **Consultant** with any review comments. If required, the **Consultant** will revise the Draft DAD to incorporate the comments.

3.05 ADVISORY AGENCY REVIEW

The **Consultant** will provide the **Town** with one (1) paper copy along with an electronic copy of the signed Draft DAD for distribution to advisory agencies. The **Town** will distribute the Draft DAD to the advisory agencies.

The **Consultant** will assist the **Town** in evaluating and preparing individual responses to the review comments received.

3.06 PUBLIC INFORMATION MEETING

The **Consultant** will lead one public information meeting with advisory agencies, local officials, and citizens, at which the **Consultant** will provide visual aids and present a technical discussion of the project. Prior to the Public Information Meeting, the **Consultant** will prepare visual aids (display boards) and meet with the **Town** and other key stakeholders to review and obtain input. The **Consultant** will revise the visual aids based upon comments from the **Town** and present them at the Public Information Meeting. The visual aids will remain with the **Town** at the completion of the information meeting.

The **Town** will arrange for the location of the public information meeting. The **Consultant** will assist the **Town** with appropriate notification via preparing media advisory notice and informational meeting brochure for distribution by the **Town** prior to the public information meeting.

It is assumed that a Public Hearing will not be needed for this project.

3.07 PREPARATION OF FINAL DESIGN APPROVAL DOCUMENT (DAD)

The **Town** will obtain all necessary approvals and concurrences and will publish all legal notices. The **Consultant** will prepare the Design Recommendation and will modify the DAD to include the Design Recommendation, re-title the DAD in accordance with the LAFAP Manual, and update existing conditions and costs as necessary. The **Consultant** will incorporate changes resulting from the advisory agency review and all public information meetings.

The **Consultant** will submit one (1) paper copy along with along with an electronic copy of the Final DAD to the **Town** for review. The **Town** will review the Final DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Final DAD to incorporate the comments.

The **Town** will submit one (1) paper copy along with an electronic copy of the Final DAD to the NYSDOT for a Final Environmental Determination. The NYSDOT will make the determination or obtain FHWA's determination. If necessary, the NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The

Consultant will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review.

The **Town** will grant Design Approval through the NYSDOT.

SECTION 4 – ENVIRONMENTAL

4.01 NEPA CLASSIFICATION

The **Consultant** will verify the anticipated NEPA Classification.

The project is assumed to be a Class II Action and be considered as an Automatic Categorical Exclusion. The **Consultant** will complete the FEA/W and forward the completed document to the **Town** for forwarding to the NYSDOT (with the Final DAD) for a final NEPA determination.

The Lead Agency for NEPA is the New York State Department of Transportation (NYSDOT).

4.02 SEQRA CLASSIFICATION

The **Consultant** will assist the **Town** in complying with SEQRA (6 NYCRR Part 617). This project is assumed to be an Unlisted Action.

The **Consultant** will document the results of SEQRA processing in the body of the Design Approval Document (DAD) and will include documentation of the final SEQRA determination in the Appendix of the DAD.

4.03 SCREENINGS AND PRELIMINARY INVESTIGATIONS

The **Consultant** performed an initial environmental screening of the project area as part of preparing funding application and below are the results:

- General Ecology and Endangered Species – Assume no adverse impact.
- Groundwater – Assume no adverse impact.
- Surface Water – Assume no adverse impact.
- Stormwater - The Town is a Regulated MS4 and a SWPPP will need to be prepared for approval.
- State Wetlands – State regulated wetlands are anticipated to be present at the Dwaas Kill crossings.
- Federal Jurisdictional Wetlands – Federal regulated wetlands do appear on the DEC mapper and by visual observations of the flora and fauna adjacent to the roadway in isolated locations. Under 0.10 acres of impact is anticipated therefore no wetland mitigation will be required.
- Wild, Scenic or Recreational Rivers – assume no adverse impact.
- Floodplains – assume no adverse impact.
- Coastal Zone Management – assume no adverse impact.

- State and Federal Navigable Waterways – assume no adverse impact.
- Wells - There are no known wells within the project area. assume no adverse impact.
- Historic and Cultural Resources – assume no adverse impact.
- Natural landmarks – assume non exist and therefore no adverse impact.
- Parks and Recreational Resources – assume no adverse impact.
- Hazardous Waste and Lead Paint – assume no adverse impact.
- Asbestos - assume there are no asbestos materials within the project area.
- Noise – assume no adverse impact.
- Air Quality – assume no adverse impact.
- Energy – assume no adverse impact.
- Farmlands – not present within the project limits.
- Visual Resources – assume no adverse impact.
- Critical Environmental Areas – the project area is not within a critical environmental area. Assume no adverse impact.

Work will be performed as detailed in the LAFAP Manual to determine whether further detailed analysis or study is required. The results of the screenings and preliminary investigations will be summarized in the appropriate section of the DAD.

4.04 DETAILED STUDIES AND ANALYSES

A SWPPP will be prepared as per NYSDEC GP 0-20-001. The SWPPP will address stormwater treatment as needed and erosion and sediment controls.

4.05 PERMITS AND APPROVALS

The **Consultant** will obtain all applicable permit(s) and certification pertaining only to the project, which may include but not necessarily limited to:

- SWPPP (5-day review by NYSDEC)
- OPRHP Determination
- NYSDOT Concurrence for the federal funding
- NYSDOT Highway work permit
- ACOE Nationwide 3 permit will be required

4.06 ENVIRONMENTAL HEARING - Not anticipated for this project.

SECTION 5 – RIGHT-OF-WAY

All ROW survey and mapping work shall conform to the NYSDOT *ROW Mapping Procedure Manual*, the NYSDOT *Surveying Standards & Procedures Manual*, and the NYSDOT *CADD Standards & Procedure Manual*.

All final graphical deliverables described in this section shall be provided both on paper media and digitally in MicroStation “DGN” format. Electronic files containing lists of all final

coordinates for ROW parcels shall also be provided as outlined in the *CADD Standards & Procedure Manual*.

5.01 HIGHWAY BOUNDARY DETERMINATION

NYS DOT will provide to the **Consultant** existing highway boundary information via tax maps or other documents that may be available.

5.02 RIGHT-OF-WAY SURVEY

The **Consultant** will perform survey needed to accurately determine existing right-of-way limits and establish side property lines. The **Consultant** will conduct the necessary record searches to determine all property boundaries, highway right-of-way (ROW) or interests which affect the project. This includes obtaining deeds, filed maps and other historical data relative to the origin of the right-of-way and property lines within the project limits. The **Consultant** will review and utilize the data in establishing the existing highway boundary and property lines within the project limits.

5.03 RIGHT-OF-WAY AND PROPERTY LINE MAPPING

Existing right-of-way and property lines will be shown on the design mapping. The proposed improvements may impact the existing ROW and if so, the **Consultant** will identify where strip takings and/or easements will be required. Any additional effort related to right of way, such as incidental and acquisition will be performed under a supplemental agreement.

SECTION 6 – DETAILED DESIGN

6.01 BRIDGE AND CULVERT PLANS – Not Applicable

6.02 ADVANCE DETAIL PLANS

The **Consultant** will develop the approved design alternative to final design. Final Design Plans will only include:

- Cover Sheet (1 sheet)
- Index and Abbreviations (1 sheet)
- Legend, Line, and Point Symbolology (2 sheets)
- Typical Sections (2 sheets)
- Baseline Ties and Benchmarks (1 sheet)
- Horizontal Alignment Data (1 sheet)
- General Plans (TBD)
- Intersection Plans and Details (4 sheets)
- Miscellaneous Details (2 sheets)
- General Notes (1 sheet)
- Work Zone Traffic Control Plans and Details (2 sheets)
- Miscellaneous Tables (2 sheets)

- Sign Data Sheets (2 sheets)
- Erosion and Sediment Control Details (1 sheet)
- Drainage Modifications and Stormwater Treatment Plans (TBD)
- Estimate of Quantities (1 sheet)

The **Consultant** will prepare and submit two copies of the ADP's to the **Town** for review. The **Consultant** will modify the design to reflect the review of the ADP package. Upon approval, the **Town** will submit two copies to NYSDOT for review and comment.

6.03 FINAL PLANS AND CONTRACT DOCUMENTS

The **Consultant** will revise the design plans based upon comments received by the **Town** and NYSDOT. The **Consultant** will prepare a complete package of bid-ready contract documents. The package will include:

- Instructions to bidders
- Bid documents
- Contract language, including applicable federal provisions and 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 one (1) copy of the contract documents to the **Town** for approval. Upon approval, the **Town** will submit a copy of the Contract Documents to the NYSDOT as described in the LAFAP Manual.

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 Engineer's Estimate, including quantity computations.

6.05 UTILITIES

The **Consultant** will coordinate with affected utility companies to ensure the timely relocation of utilities and their appurtenances. The **Consultant** will assist the **Town** in preparing any necessary agreements with utility companies.

6.06 RAILROADS – Not Applicable

6.07 BRIDGE INVENTORY AND LOAD RATING FORMS – Not Applicable

6.08 INFORMATION TRANSMITTAL

Upon completion of the contract documents, the **Consultant** will transmit PDF files of the plans and bid documents to the **Town** on compact discs (CD's).

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 publications identified by the **Town**. The Advertisement will not be forwarded until authorization is granted by the **Town** and the NYSDOT.

7.02 BID PHASE AND OPENING (Letting)

The **Town** will hold the public bid opening. During the bid phase, the **Consultant** will answer and questions from prospective bidders and if necessary, issue an addendum prior to the bid opening. The **Consultant** will attend the bid opening.

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 Engineer's 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 **Consultant** will assist the **Town** in preparing and compiling the package of information to be transmitted to the NYSDOT.

The **Town** will award the contract and will transmit the award package to the NYSDOT as described in the LAFAP Manual.

SECTION 8 – CONSTRUCTION SUPPORT

Prior to Construction Phase Authorization, GPI will provide scope of services for this section.

SECTION 9 – CONSTRUCTION INSPECTION

Prior to Construction Phase Authorization, GPI will provide scope of services for this section and these services will be added via a supplemental agreement.

SECTION 10 – ESTIMATING & ADDITIONAL TECHNICAL ASSUMPTIONS

10.01 ADDITIONAL ESTIMATING ASSUMPTIONS

The following additional assumptions have been made for estimating purposes:

- Section 1** Estimate 6 meetings, not including the scoping meeting, during the life of this agreement.
- Section 2** Estimate 12 cost and progress reporting periods will occur during the life of this agreement. (Not including Supplemental Agreement for Construction Support and Inspection).
- Section 3** Estimate 1 public information open house will be conducted for the project, which will be conducted with a presentation and question and answer format. Graphics in the form of display boards will be provided.
- Section 5** It is assumed that all work will be performed within the public right of way and that the project will not require any easements or takings.
- Section 6** Estimate 1 construction cost estimate plus 1 update will be required.
- Section 7** Advertisements will be placed in Newspaper publications in addition to the NYS Contract Reporter by the **Town**.

10.02 ADDITIONAL TECHNICAL ASSUMPTIONS

- This project will be developed utilizing current NYS Department of Transportation (NYSDOT) specifications and standards in accordance with all applicable publications.
- Plans will be provided as part of the construction bid documents.
- The project will be progressed on 11x17 (B size) deliverables for all plan submittals. The project will be completed using the current version of MicroStation platform.
- Test pits will not be required to accurately determine below ground utility locations.
- Traffic Control during the field work will be supplied by **Consultant**.
- Permits will be completed by the **Consultant** with assistance from and submitted by the **Town**.
- Any fees associated with the required permits and/or public notification will be paid by the **Town**.
- Comments on all submittals will be provided in a timely manner.
- No right of way (ROW) impacts (acquisitions or easements) or Use and Occupancy Permits are required.
- No wetland mitigation will be required.
- No NYSDEC permit will be required.
- No work or impacts to the Dwaas Kill are anticipated.
- An electronic copy of documents (PDF format on CD) will be supplied to the **Town** at each submission phase, along with hard copies.
- NYSDOT will provide all basemapping and ROW files from the roundabout project for use on this project.
- Only one day of field edit in the area of the roundabout will be required to update the basemapping.

**NY 146 AND NY 146A BICYCLE AND PEDESTRIAN ACCESS IMPROVEMENTS,
INTERSECTION OF NY 146 AND NY 146A (VISCHER FERRY RD)
TOWN OF CLIFTON PARK**

PIN 1085.48

3/3/2022

EXHIBIT A

GREENMAN-PEDERSEN, INC.

----- Salary Schedule -----

TITLE	ASCE OR NICET TITLE	Avg Rate	Max Hourly Rate				Overtime Category
			1/1/2022 to 12/30/2022	1/1/2023 to 12/31/2023	1/1/2024 to 12/30/2024	1/1/2025 to 12/31/2025	
Productive Principal	ASCE IX	\$120.00	\$123.60	\$127.31	\$131.13	\$135.06	A
Project Director	ASCE VIII	\$85.00	\$87.55	\$90.18	\$92.88	\$95.67	A
Principal Engineer	ASCE VII	\$80.00	\$82.40	\$84.87	\$87.42	\$90.04	A
Project Manager	ASCE VII	\$65.00	\$66.95	\$68.96	\$71.03	\$73.16	B
Geotechnical Engineer	ASCE VI	\$55.00	\$56.65	\$58.35	\$60.10	\$61.90	B
Senior Engineer	ASCE VI	\$65.00	\$66.95	\$68.96	\$71.03	\$73.16	B
Construction Supervisor	ASCE VI	\$60.00	\$61.80	\$63.65	\$65.56	\$67.53	B
Project Engineer	ASCE V	\$50.00	\$51.50	\$53.05	\$54.64	\$56.28	B
Engineer	ASCE IV	\$45.00	\$46.35	\$47.74	\$49.17	\$50.65	B
Environmental Engineer	ASCE IV	\$40.00	\$41.20	\$42.44	\$43.71	\$45.02	B
Design Engineer	ASCE III	\$40.00	\$41.20	\$42.44	\$43.71	\$45.02	B
Junior Engineer	ASCE II/I	\$30.00	\$30.90	\$31.83	\$32.78	\$33.77	B
Senior Environmental Scientist	N/A	\$55.00	\$56.65	\$58.35	\$60.10	\$61.90	B
Environmental Scientist	N/A	\$25.00	\$25.75	\$26.52	\$27.32	\$28.14	B
Senior Landscape Architect	N/A	\$72.00	\$74.16	\$76.38	\$78.68	\$81.04	B
Landscape Architect	N/A	\$40.00	\$41.20	\$42.44	\$43.71	\$45.02	B
Senior Engineering Technician	NICET III	\$33.00	\$33.99	\$35.01	\$36.06	\$37.14	C
Engineering Technician	NICET II	\$29.00	\$29.87	\$30.77	\$31.69	\$32.64	C
CADD Operator	NICET II	\$29.00	\$29.87	\$30.77	\$31.69	\$32.64	C
Technician	NICET I	\$26.00	\$26.78	\$27.58	\$28.41	\$29.26	C
Right-of-Way Specialist	N/A	\$45.00	\$46.35	\$47.74	\$49.17	\$50.65	B
Resident Engineer	NICET IV	\$57.00	\$58.71	\$60.47	\$62.29	\$64.15	C
Office Engineer/Sr. Inspector	NICET III	\$42.00	\$43.26	\$44.56	\$45.89	\$47.27	C
Construction Inspector	NICET III	\$45.00	\$46.35	\$47.74	\$49.17	\$50.65	C
Construction Inspector	NICET II	\$40.00	\$41.20	\$42.44	\$43.71	\$45.02	C
Construction Inspector	NICET I	\$35.00	\$36.05	\$37.13	\$38.25	\$39.39	C
Technical Typist	N/A	\$25.00	\$25.75	\$26.52	\$27.32	\$28.14	C

NOTE:

It shall be the Engineer's responsibility to pay prevailing wage rates and supplements as required by the NYS Department of Labor, for services requiring such rates and supplements.

ENGINEER'S OVERTIME COMPENSATION POLICY

The Engineer's overtime compensation policy controls what overtime category is assigned to each job title listed above.

Category A - No Overtime Compensation

Category B - Overtime Compensated at Straight Time Rate

Category C - Overtime Compensated at Straight Time Rate x 1.5 for all Hours Beyond 40 Hours Worked.

**NY 146 AND NY 146A BICYCLE AND PEDESTRIAN ACCESS IMPROVEMENTS,
INTERSECTION OF NY 146 AND NY 146A (VISCHER FERRY RD)
TOWN OF CLIFTON PARK
PIN 1085.48**

3/3/2022

EXHIBIT B, Page 1

GREENMAN-PEDERSEN, INC.

----- ESTIMATE OF DIRECT NON-SALARY COSTS -----

1. REPRODUCTION

Item	# Sets	Units/Set	# Units	Cost/Unit	Cost
Draft DAD	0	0	0	\$0.10	\$0.00
Final DAD	0	0	0	\$0.10	\$0.00
Xerox-Working	0	0	0	\$0.10	\$0.00
Bid Documents	0	0	0	\$0.10	\$0.00
Prints/Plots-Half Size	0	0	0	\$0.10	\$0.00
Prints/Plots-Full Size	0	0	0	\$2.50	\$0.00
Color Copies (Info Meetings)	0	0	0	\$2.50	\$0.00
Exhibits	1	4	4	\$125.00	\$500.00

1. TOTAL					\$500.00

2. MILEAGE, TOLLS & PARKING

Destination	# Trips	Miles/Trip	Miles	Cost/Mile	Cost
Proj Site	5	35	175	\$0.550	\$96.25
Municipality	4	30	120	\$0.550	\$66.00
NYS DOT Region 1			0	\$0.500	\$0.00

2. TOTAL					\$162.25

mileage rate shall not exceed the federal reimbursement rate.

3. SHIPPING

	# Packages	Cost/Package	Cost
Postage		\$0.49	\$0.00
Overnight Delivery		\$10.00	\$0.00

3. TOTAL			\$0.00

4. SUBSURFACE INVESTIGATIONS

	Number	Unit Cost	Cost
Soil Samples and Lab Tests	0	\$0.00	\$0.00

4. TOTAL			\$0.00

5. PROPERTY ACQUISITIONS

	# Parcels	Unit Cost	Cost
Appraisal	0	\$0.00	\$0.00

5. TOTAL			\$0.00

6. OWNER'S PROTECTIVE INSURANCE

6. TOTAL **\$0.00**

7. MISCELLANEOUS

	Cost
	\$0.00
	\$0.00

7. TOTAL	\$0.00

GRAND TOTAL **\$662.25**
=====

NY 146 AND NY 146A BICYCLE AND PEDESTRIAN ACCESS IMPROVEMENTS, INTERSECTION OF NY 146 AND NY 146A (VISCHER FERRY RD)
 TOWN OF CLIFTON PARK
 PIN 1085.48

EXHIBIT C
 GREENMAN-PEDERSEN, INC
 STAFFING TABLE

JOB TITLE	GRADE	RATE	1.01	1.02	1.03	1.04	1.05	1.06	1.07	1.08	1.09	1.10	1.11	2.01	2.02	2.03	2.04	2.05	2.06	2.07		
Productive Principal	ASCE IX	\$120.00																				
Project Director	ASCE VIII	\$85.00																				
Principal Engineer	ASCE VII	\$80.00																				
Project Manager	ASCE VII	\$65.00																				
Geotechnical Engineer	ASCE VI	\$55.00																				
Senior Engineer	ASCE VI	\$65.00																				
Construction Supervisor	ASCE VI	\$60.00																				
Project Engineer	ASCE V	\$50.00																				
Engineer	ASCE IV	\$45.00																				
Environmental Engineer	ASCE IV	\$40.00																				
Design Engineer	ASCE III	\$40.00																				
Junior Engineer	ASCE II/I	\$30.00																				
Senior Environmental Scientist	N/A	\$55.00																				
Environmental Scientist	N/A	\$25.00																				
Senior Landscape Architect	N/A	\$72.00																				
Landscape Architect	N/A	\$40.00																				
Senior Engineering Technician	NICET III	\$33.00																				
Engineering Technician	NICET II	\$29.00																				
CADD Operator	NICET II	\$29.00																				
Technician	NICET I	\$26.00																				
Right-of-Way Specialist	N/A	\$45.00																				
Resident Engineer	NICET IV	\$57.00																				
Office Engineer/Sr. Inspector	NICET III	\$42.00																				
Construction Inspector	NICET III	\$45.00																				
Construction Inspector	NICET II	\$40.00																				
Construction Inspector	NICET I	\$35.00																				
Technical Typist	N/A	\$25.00																				
TOTAL HOURS			0	0	0	0	6	28	12	0	0	10	0	10	10	12	0	0	0	0	4	

NY 146 AND NY 146A BICYCLE AND
TOWN OF CLIFTON PARK
PIN 1085.48

EXHIBIT C
GREENMAN-PEDERSEN, INC
STAFFING TABLE

JOB TITLE	2.08	2.09	2.10	2.11	3.01	3.02	3.03	3.04	3.05	3.06	3.07	4.01	4.02	4.03	4.04	4.05	4.06	5.01	5.02	5.03
Productive Principal																				
Project Director																				
Principal Engineer																				
Project Manager				4	1	16	8	8		8	4			2						
Geotechnical Engineer																				
Senior Engineer																				
Construction Supervisor																				
Project Engineer			8	24	4	40	24	60	4	8	24	2	2	4	16	24		16	8	8
Engineer																				
Environmental Engineer																				
Design Engineer																				
Junior Engineer			16	24		80	24	80	8	4	16	8	4	12	16					
Senior Environmental Scientist																				
Environmental Scientist														40	30					
Senior Landscape Architect														40	30					
Landscape Architect																				
Senior Engineering Technician																				
Engineering Technician																				
CADD Operator																				
Technician																				
Right-of-Way Specialist																				
Resident Engineer																				
Office Engineer/Sr. Inspector																				
Construction Inspector																				
Construction Inspector																				
Construction Inspector																				
Technical Typist																				
TOTAL HOURS	0	0	26	52	5	136	56	148	12	20	44	10	6	138	32	84	0	24	8	8

NY 146 AND NY 146A BICYCLE AND
TOWN OF CLIFTON PARK
PIN 1085.48

3/3/22

EXHIBIT C
GREENMAN-PEDERSEN, INC
----- STAFFING TABLE -----

JOB TITLE	6.01	6.02	6.03	6.04	6.05	6.06	6.07	6.08	7.01	7.02	7.03	TOTAL HOURS	HOURLY RATE	DIRECT WAGES
Productive Principal												0	\$120.00	\$0.00
Project Director												0	\$85.00	\$0.00
Principal Engineer												0	\$80.00	\$0.00
Project Manager		8	8	4	1			4	1	1	1	129	\$65.00	\$8,385.00
Geotechnical Engineer												0	\$55.00	\$0.00
Senior Engineer												0	\$65.00	\$0.00
Construction Supervisor												0	\$60.00	\$0.00
Project Engineer		80	40	16	8			8	4	4	8	479	\$50.00	\$23,950.00
Engineer												0	\$45.00	\$0.00
Environmental Engineer												0	\$40.00	\$0.00
Design Engineer												5	\$40.00	\$200.00
Junior Engineer		80	60	40				12				484	\$30.00	\$14,520.00
Senior Environmental Scientist												70	\$55.00	\$3,850.00
Environmental Scientist												70	\$25.00	\$1,750.00
Senior Landscape Architect												0	\$72.00	\$0.00
Landscape Architect												0	\$40.00	\$0.00
Senior Engineering Technician												0	\$33.00	\$0.00
Engineering Technician												0	\$29.00	\$0.00
CADD Operator		32										32	\$29.00	\$928.00
Technician												40	\$26.00	\$1,040.00
Right-of-Way Specialist												12	\$45.00	\$540.00
Resident Engineer												0	\$57.00	\$0.00
Office Engineer/Sr. Inspector												0	\$42.00	\$0.00
Construction Inspector												0	\$45.00	\$0.00
Construction Inspector												0	\$40.00	\$0.00
Construction Inspector												0	\$35.00	\$0.00
Technical Typist												0	\$25.00	\$0.00
TOTAL HOURS	0	200	108	60	9	0	0	24	5	5	9	1321		
													TOTAL DTL	\$ 55,163.00
													OVERHEAD AT 155%	\$ 85,502.65
													FIXED FEE AT 10%	\$ 14,066.57
													TOTAL DTL + OH & FEE	\$ 154,732.22

**NY 146 AND NY 146A BICYCLE AND PEDESTRIAN ACCESS
IMPROVEMENTS,
INTERSECTION OF NY 146 AND NY 146A (VISCHER FERRY RD)
TOWN OF CLIFTON PARK
PIN 1085.48**

EXHIBIT D

GREENMAN-PEDERSEN, INC.

----- SUMMARY -----

3/3/2022

Item IA, Direct Technical Salaries (estimated) subject to audit	\$	55,163
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)		
Item II, Direct Non-Salary Cost (estimated) subject to audit	\$	662
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)	\$	-
Item III, Overhead (155%)	\$	85,503
Item IV Fixed Fee (10%)	\$	14,067
Item II, Direct Non-Salary Cost subject to audit (Sub-Consultant Cost MJ Engineering and LS)	\$	26,471
Total Estimated Cost	\$	181,865
MAXIMUM AMOUNT PAYABLE	\$	182,000

Salary Schedule

M. J. ENGINEERING AND LAND SURVEYING, P. C.

JOB TITLE	ASCE (A) OR NICET (N) GRADE	2022 Certified Roster	Max 2022	OVERTIME CATEGORY
Project Manager	VII (A)	\$74.00	\$90.00	A
Engineer VI	VI (A)	\$74.00	\$74.00	A
Engineer V	V (A)	\$68.00	\$74.00	A
Engineer IV	IV (A)	\$51.00	\$59.75	B
Engineer III	III (A)	\$38.00	\$46.00	B
Engineer II	II (A)	\$32.00	\$34.00	B
Resident Engineer	IV (N)	\$50.00	\$68.00	C
Office Engineer	IV (N)	\$46.00	\$68.00	C
Senior Inspector	III (N)	\$40.50	\$50.00	C
Inspector	II (N)	\$32.00	\$35.00	C
Land Surveyor	IV (N)	\$55.50	\$65.00	B
Technician IV	IV (N)	\$51.50	\$64.00	B
Technician III	III (N)	\$35.50	\$48.00	C
Technician II	II (N)	\$26.00	\$34.00	C
Party Chief	III (N)	\$37.50	\$48.00	C
Instrument Person	II (N)	\$25.00	\$34.00	C
Party Chief (Field)	III (N)	\$37.50	\$48.00	C
Instrument Person (Field)	II (N)	\$25.00	\$34.00	C

OVERTIME POLICY

Overtime is reimbursable by the categories below only if the firm has a policy to pay overtime compensation.

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.

County:

PREVAILING WAGE RATES -

The difference between the required prevailing wage rate and the individual's actual hourly rate, if the individual's rate is lower, is considered a direct cost:

For prevailing wages, the prevailing wage overtime policy will apply.

		Prevailing Rate	Actual Rate	Difference	Payroll Additive	Total
Party Chief	III (N)	\$45.84	\$32.84	\$13.00	\$0.00	\$13.00
Instrument Person	II (N)	\$42.11	\$25.11	\$17.00	\$0.00	\$17.00

SUPPLEMENTAL BENEFITS

Are also considered direct costs. The net benefit is the difference between required amounts and deductions made through existing plans (overhead):

		Prevailing Benefit	Normal Rate	Difference (Net)	Wage Adjustment	Payroll Additive	Total
Party Chief	III (N)	\$27.20	\$9.20	\$18.00	\$0.00	\$0.00	\$18.00
Instrument Person	II (N)	\$27.20	\$5.20	\$22.00	\$0.00	\$0.00	\$22.00

Staffing Table

M. J. ENGINEERING AND LAND SURVEYING, P. C.

JOB TITLE	ASCE (A) OR NICET (N) GRADE	T A S K S					Total Hours	PROJECTED HOURLY RATE	DIRECT TECHNICAL LABOR
		2.01A	2.01c	2.02	5				
Land Surveyor	IV (N)	4		8	8	20	\$55.50	\$1,110.00	
Technician III	III (N)	4	4	16	16	40	\$35.50	\$1,420.00	
Technician II	II (N)			48		48	\$26.00	\$1,248.00	
Party Chief (Field)	III (N)	40	8		8	56	\$37.50	\$2,100.00	
Instrument Person (Field)	II (N)	40	8		8	56	\$25.00	\$1,400.00	
TOTAL		88	20	72	40	220		\$7,278.00	
		\$ 2,864	\$ 642	\$ 2,260	\$ 1,512	\$ 7,278			

- 2 Design Survey and Mapping
 - 2.01a Design Survey
 - 2.01c Wetlands Survey
 - 2.02 Design Mapping
 - 5 Right of Way Survey and Mapping

Estimate of Direct Non-Salary Costs

M. J. ENGINEERING AND LAND SURVEYING, P. C.

Wage Differential		Hours	@	Rate
Party Chief	III (N)	56		\$13.00
Instrument Person	II (N)	56		\$17.00
				\$728.00
				\$952.00

Wage Differential \$1,680.00

Supplemental Benefits		Hours	@	Rate
Party Chief	III (N)	56		\$18.00
Instrument Person	II (N)	56		\$22.00
				\$1,008.00
				\$1,232.00

Supplemental Benefits: \$2,240.00

TOTAL SURVEY FIELD COST: \$3,920.00

=====

TOTAL DIRECT NON-SALARY COSTS \$3,920.00

=====

SUMMARY

M. J. ENGINEERING AND LAND SURVEYING, P. C.

Item IA	Direct Technical Salaries		\$7,278
Item IB	Direct Technical Salaries Premium Portion of overtime		\$0
Item IIA	Direct Non-Salary Cost		\$3,920
Item IIB	Direct Non-Salary Cost (Sub-Contractor)		\$0
Item III	Overhead FYE 2017 Audit Rate	181%	\$13,173
Item IV	Fixed Fee	10.3%	\$2,100
Item IIC	Direct Non-Salary Cost (Sub-Consultant Cost)		\$0
Total Estimated Cost			----- \$26,471



Town of Clifton Park

Planning Department

One Town Hall Plaza | Clifton Park, New York 12065 | (518) 371-6054 | FAX: (518) 371-1136

November 5, 2018

RE: 2019-2024 Transportation Improvement Program (TIP) Projects

Dear LDSA Firm:

In accordance with the Local Design Services Agreement – Consultant Selection Procedure, the Town of Clifton Park is requesting an Expression of Interest for the above referenced program for the duration of the program.

The Town of Clifton Park is seeking to retain an engineering firm to assist in preparing applications for the funding to support pavement, bridge, safety, bicycle, pedestrian, sidewalks, multi-use path and non-motorized transportation-related projects as well as programs and projects that reduce congestion and improve air quality, and other transportation projects. The TIP projects are selected through a competitive solicitation process and evaluated based on established criteria that include public benefit and air quality improvement. Work may include identifying a potential project based upon pedestrian safety concerns, developing multi-use paths, obtaining project data for both signalized and un-signalized intersections, and performing any other investigations. Work may also include developing programmed project cost, preliminary evaluation of right of way needs, schedule of project implementation and any other information pertinent to improving chances for funding.

The Application development and any cost associated with the preparation of the application document(s), gathering field data and identifying the appropriate safety treatments by the selected firm will be completed by the selected consultant at no cost to the Town. If funding is received to implement the project, the selected firm may be utilized to perform preliminary design, final design, right of way, and construction support and inspection services. Any cost associated with the firm's assistance in preparing the application is at no cost to the Town of Clifton Park.

Selection Process: The Town of Clifton Park will select the most highly qualified firms according to the following criteria listed in order of decreasing importance:

- Understanding of work to be done (25%);
- Experience with similar kinds of projects (20%);
- Quality of Staff for work to be done (15%);
- Familiarity with Federal and State Requirements (15%);
- Organization and Financial Responsibility (15%)
- Logistics and Familiarity with the project area (10%).

Interested firms should submit **five (5)** copies of their Expression-of-Interest (EOI) to the address noted below no later than **November 22, 2018**. An EOI consists of no more than three (3) typewritten, single-sided pages providing sufficient information regarding the firm's qualifications as they relate to the above selection criteria. This supplemental information shall include current workload, current staffing and recent project designations that are similar in size and scope not included in the original LDSA proposal. For the quality of staff, the proposed Project Team should include only full-time employees currently employed as of the date of the EOI. For similar projects experience, include the date the project started and completed or identify that it is ongoing.

Interested applicants will be reviewed by the Town's Selection Committee to ascertain the most qualified applicants. The successful firm will be selected based upon an evaluation of the submitted material and the current LDSA RFQ that was

submitted to the NYS County Highway Superintendent Association and information contained in the EOI. Designation of a firm does not guarantee contract award. Subconsultants (including DBE participation) that were part of the firm's LDSA submission are permitted to be included and utilized for the project. Please kindly submit the EOI for review by the selection committee to:

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

Thank you in advance for your consideration of this request. We look forward to hearing from you with your submission. Technical questions only directly related to the EOI may be made to Director of Planning John Scavo or Jen Viggiani in the Clifton Park Planning Department at (518) 371-6054.

Sincerely,

John P. Scavo

John Scavo
Director of Planning

Resolution No. _____ of 2022, a resolution authorizing the Supervisor to sign a lease agreement with National Business Technologies, for a Digital Copying system for use by the Building & Development Office.

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

WHEREAS, Director of Building & Development, Steve Myers, has requested that a new digital copier/printer be leased for use by the department; and

WHEREAS, the proposed cost for leasing the copier has been budgeted per the attached schedule; and

WHEREAS, quotes were received with National Business Technologies submitting the lowest quote for a lease plus service charge totaling \$149.71 per month, plus \$.0057 for black and white copies exceeding 2500 pages, and \$.047 for color copies; now, therefore be it

RESOLVED, that the Town Supervisor is authorized to enter into a lease agreement with National Business Technologies, for a Kyocera TASKalfa 3352ci copier/printer system, for thirty-six (36) months, for a lease plus service charge totaling \$149.71 per month, plus copy charges as listed above, to be paid from A-3620-003 [Building & Development - Copier].

Meg Springli

From: Steve Myers <SMyers@cliftonpark.org>
Sent: Friday, June 3, 2022 3:16 PM
To: Meg Springli; Jean, Spiegel
Subject: copier lease
Attachments: Copier lease.pdf; COPIER LEASE QUOTES 202220220603150348.pdf

Meg,
Resolution request for new copier. Hope to make the 6-13 meeting. Let me know if you need something else.

Steven M. Myers, P.E.
Director – Building & Zoning
Town of Clifton Park
One Town Hall Plaza
Clifton Park, New York 12065
(518)371-6702
(518)383-2668 fax
smyers@cliftonpark.org

ELECTRONIC RESOLUTION REQUEST

Please type in this form. Scan and attach all backup materials.

Must be submitted by email to mspringli@cliftonpark.org

CC: jspiegel@cliftonpark.org

SOURCE (DEPARTMENT): Building & Development CONTACT: S. Myers

REQUESTED MEETING DATE: 6-13-22 (Subject to approval. Submissions received after NOON on the deadline date* may be delayed to the next meeting)

BRIEF DESCRIPTION

Lease for new copier for department

BUDGET #: A3620-003

BUDGET DESC: Copier

\$ AMOUNT: _____

****Please contact Comptroller x233 to verify Budget Line and #. Resolution Requests without verified funding sources will not be placed on an agenda**

ADDITIONAL COMMENTS/DETAILS

\$135.46/month plus \$0.0057 per black and white page and \$0.047 per color page over 2500 copies per month.

**Typical Submission dates are Wednesday prior to the meeting, however, may be subject to change due to holiday schedules.*

Town of Clifton Park
 Building & Development Department
 Office Copier Lease Quotes 2022

Requested: 35 page per minute copier, duplexing, sort, stack & staple, 2-500 sheet drawer & bypass tray, fax capabilities, charge for black & white and color copies, maintenance.

Recommend - National Business Technologies for the Kyocera TASKalfa3554ci copier/printer system

		Electronic Business Products	National Business Technologies	Northco Products
Machine		Ricoh IM C3500	Taskalfa 3554ci	Sharp BP-50C36
Speed		35	35	36
Paper System		2-500 sheet drawers 125 sheet bypass	2-500 sheet drawers 140 sheet bypass	2-500 sheet drawers
Lease 36 month		\$207.98	\$135.46	\$170.00
Annual lease		\$2,495.76	\$1,625.52	\$2,040.00
Service Charge	Black & White Color	0.0082 0.0540	\$14.25/month includes 2500 B&W 0.0057 0.047	0.007 0.05
Appox. 3 year service charge total	Black & White 155,000 Color 20,000	\$1,271.00 \$1,080.00	\$513.00/36 months B&W \$370.50 \$940.00	\$1,085.00 \$1,000.00

Resolution No. _____ of 2022, a resolution authorizing the Supervisor to sign a lease agreement with National Business Technologies, for a Digital Copying system for use by the Town Clerk's Office.

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

WHEREAS, Town Clerk, Teresa Brobston, has requested that a new digital copier/printer be leased for use by the department; and

WHEREAS, the proposed cost for leasing the copier has been budgeted per the attached schedule; and

WHEREAS, quotes were received with National Business Technologies submitting the lowest quote of \$135.46 per month for 36 months; now, therefore be it

RESOLVED, that the Town Supervisor is authorized to enter into a lease agreement with National Business Technologies, for a Kyocera TASKalfa 3352ci copier/printer system, for thirty-six (36) months, for a lease plus service charge totaling ~~\$149.71~~ per month, plus \$.0057 for black and white copies exceeding 2500 pages, and \$.047 for color copies, to be paid from A-1410-3 [Town Clerk Copier].

*\$135.46/MONTH
SAME COPY COST*

Resolution No. of 2022, a resolution awarding the contract for demolition of the White Building pursuant to competitive bid.

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

WHEREAS, by Resolution No. 20 of 2022, the Town Board authorized acceptance of depreciation estimates from Selective Insurance for the fire loss of the White Building used by the Highway Department, and authorized preparation for its demolition and replacement, and

WHEREAS, the Highway Superintendent published bid specifications and solicited sealed bids for demolition of the structure pursuant to General Municipal Law 103, and

WHEREAS, bids were opened on May 27, 2022, and

WHEREAS, the Highway Superintendent has submitted a resolution request which seeks authority to award the bid to DiTonno & Sons, LLC and transfer funds from the General Fund to offset the costs of the demolition, and

WHEREAS, the resolution request contains no bid analysis, reference check, or formal recommendation to award the bid as low bidder; now, therefore be it

RESOLVED, that the Comptroller is authorized to transfer funds from A-00914 (Unassigned Fund Balance) to A-5132-0200 (General Fund – Highway Garage – Equipment), with a possible reimbursement from insurance proceeds; and be it further

RESOLVED, that the Supervisor is hereby authorized to execute all contract documents implementing this resolution; and be it further

RESOLVED, that the Highway Superintendent is authorized to notify DiTonno & Sons, LLC, to proceed, with demolition once contract documents are executed between DiTonno & Sons and the Town of Clifton Park.

Meg Springli

From: Mark Heggen <mheggen@cliftonpark.org>
Sent: Thursday, June 9, 2022 3:38 PM
To: Meg Springli
Cc: Jean, Spiegel
Subject: RE: Resolution Request for TB Meeting: 06-13-2022 Highway Department

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

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Monday, June 6, 2022 4:29 PM
To: Meg Springli <mspringli@cliftonpark.org>
Cc: Jean, Spiegel <JSpiegel@cliftonpark.org>; Mark Heggen <mheggen@cliftonpark.org>
Subject: Resolution Request for TB Meeting: 06-13-2022 Highway Department

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

Department: Highway Department
Your email: dbull@cliftonpark.org

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

Requested Meeting Date: 06-13-2022

Brief Description: A Resolution Accepting the bid for demolition of the White Building from DiTonno & Sons for \$38,000.00.

Funds will need to be allocated from the A General Fund to pay for the demolition.

Budget #: A-5132-024
Budget Description: Garage Maintenance
\$ Amount: \$38,000.00

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

The funds to come from the unassigned fund balance (A-00914) and the corresponding expenditure to A-05132-00200 (General Fund – Highway Garage – Equipment), with a possible reimbursement from insurance proceeds.

ATTORNEY APPROVAL or Comments:



DAHN S. BULL

SUPERINTENDENT OF HIGHWAYS

**Scaled Bid Request for
Town of Clifton Park Highway Department
White Building Demolition**

Location

Clifton Park Highway Garage, "The White Building", 639 Clifton Park Center Road, Clifton Park, New York 12065

Contact

Dahn Bull, Superintendent of Highways, (518) 371-7310, dbull@cliftonpark.org
Stanley Rusinovich, Assistant Highway Maintenance Supervisor, (518) 371-7310, srusinovich@cliftonpark.org

Description

The Town of Clifton Park Highway Department is looking for a reputable company/organization that can demolish a wooden framed structure that previously served the purposes of a garage. This entity must be ensured and provide at least 2 project references of previous work in demolition. All bidders must follow Local and State laws, codes and regulations when bidding for this project.

History/Structure

The structure was damaged in a fire on August 17, 2021. While most of the garage has a dirt floor, there are several areas with cement footings as well as a frost wall. The Highway Department had the facility inspected for asbestos, which came back negative. Paperwork is available upon request. Attached, is a schematic of the floor plans as well as square footage of the facility. On the structure are two fuel vents. These two fuel vents must be stabilized during demolition and must be protected from damage. Electrical and gas services have been shut off from the building.

Bid Requirements

Each Bidder is required to bid the project as a municipal works project being under the auspices of Prevailing Wage. Entity must be insured in the process of structure demolition and provide insurance information proving such. Job must include the following:

- Bid Bond Required of **10% in addition to the total lump sum bid.**
- Pre-Demolition Meeting with Highway Department/Building and Zoning Department.
- Efficiently and safely demolish building.
- Crush, load and dispose of all debris.
- Remove foundation and all concrete slabs (special note – demolished foundations and frost wall may be disposed at our stockyard site rather than be sent to a processing facility).
- Load and transport away from the site all debris.
- Upon completion, using town materials, backfill all excavations and voids and level site.
- Contract Price must be lump sum, including all tipping fees, demolition machines, fuels, mobilization, trucking, and labor.
- Dust Control must occur, we can supply water, water truck and dust control.
- Please provide the location where demolished material will be sent.

Conclusion

All sealed bids must be turned into the Town Clerks Office by 3:00 PM, May 27, 2022, at which time all bids will be publicly opened. The office is located at 1 Town Hall Plaza, Clifton Park, New York 12065. The office can be contacted at (518) 371-6651. All questions must be directed to the Town Clerks Office, and answers will be published on www.cliftonpark.org under Government, and Request for Bids and Proposals. If you would like to schedule a walk through, please contact the Clifton Park Highway Department at (518) 371-7310.



DAHN S. BULL
SUPERINTENDENT OF HIGHWAYS

ADDENDUM No. 2

May 17, 2022

Clifton Park Highway Department
"The White Building"
639 Clifton Park Center Road
Clifton Park, NY 12065

TO: All Bidders

This Addendum addresses questions delivered to the Town Clerk. The questions and their responses are as follows:

1. Can you please provide the location of the stock yard where the concrete debris can be disposed of?
 - Highway Department Stockyard Facility, 32 Ray Road, Rexford, NY, 12148
2. How many loads of fill can the town deliver to site per day?
 - The Highway Department can provide sand fill from the Stockyard Facility. We can run three to four tandem trucks, holding 14 cubic yards each. Previous operations have shown quick turnaround since the stockyard is only 2.5 miles from the demolition site.
3. Shall we assume no compaction requirements for the fill?
 - At the moment of demolition and cleanup, there will be no compaction requirements required from the bidder.
4. Is there a cost estimate, budget or ballpark figure for the project listed?
 - The Town will deliver the bid to the lowest cost, most responsible and qualified bidder.
5. Is there an actual start date for the project?
 - We would like to start the project at the earliest opportunity but understand that a resolution must be sent to the Town Board for approval. Town Board Meetings occur the first three Mondays of the Month.



DAHNS. BULL
SUPERINTENDENT OF HIGHWAYS

ADDENDUM No. 1

May 13, 2022

Clifton Park Highway Department
"The White Building"
639 Clifton Park Center Road
Clifton Park, NY 12065

TO: All Bidders

This Addendum addresses the section of the "White Building Demolition" specifications regarding the requirements for a Bid Bond. The Bid Bond required for this project will be 10% of the total lump sum bid for the project.

Under Bid Requirements, the amendment has been made to the attached Sealed Bid Request stating the requirement for the 10% Bond.

**HIGHWAY "WHITE BUILDING" GARAGE DEMOLITION
 BID 5/27/22 @ 3PM**

COMPANY NAME	LUMP SUM TOTAL BID AMOUNT
Gallo Construction	\$ 61,985
MTB Excavating, LLC	\$ 76,380
✓ Rozell Industries	\$ 49,943
^ Di Tonno & Sons LLC	\$ 38,000
✓ Dan's Hauling & Demo, Inc.	\$ 44,200
Jackson Demolition	\$ 57,000

Resolution No. 20 of 2022, a resolution authorizing acceptance of depreciation estimates from Selective Insurance for the fire loss in the Highway Department, and authorizing preparations for demolition and replacement of the “White Building”.

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

WHEREAS, on August 17, 2021, an accidental fire occurred and caused severe damage to the facility locally known as the “White Building”, which was used primarily by the Highway Department, and

WHEREAS, the “White Building” was insured against property, fire and casualty losses through Selective Insurance Policy # S1801921, which includes replacement value coverage for the structure, and

WHEREAS, the “White Building” housed various pieces of equipment and machinery, a woodshop, 7 bays for plow trucks over the winter months, as well as storage for several departments, and

WHEREAS, Selective Insurance has estimated a recoverable depreciation amount for the damaged structure in the amount of \$69,330.97, and

WHEREAS, the Highway Department has outgrown its current facilities through a growing community, and expansion in responsibilities, while developing shared services throughout town, and the Town Board supports the design and construction of replacement facilities utilizing proceeds from the Selective Insurance fire loss claim, and

WHEREAS, through Resolution No. 225 of 2021, Prime AE Engineering has been employed to assist the Highways Superintendent in the design and construction of a permanent awning, as well as assisting in the planning and documentation of losses to support the relevant insurance claims; now, therefore, be it

RESOLVED, that the Town Board finds that it is not economic to repair the damaged structure, and that it is in the best interest of the Town to demolish and replace the “White Building”, and be it further

RESOLVED, that the Town Board authorizes the Superintendent of Highways Dahn Bull, to continue working with Prime AE Group of New York in the demolition of the “White Building” and design of a new facility, and be it further

RESOLVED, that Prime AE Group of New York, will continue to work at the contractual rates that have been previously adopted by the Town Board through Resolution No. 1 of 2022, with expenditures to be drawn from the insurance proceeds, and be it further

RESOLVED, that the Superintendent of Highways is authorized to notify Selective Insurance of the Town’s intent to accept Selective Insurance’s estimate of recoverable depreciation

of \$69,330.97 and to request those funds when contracts to replace the damaged structure are awarded; and be it further

RESOLVED, that the Superintendent of Highways is hereby authorized to begin planning, designing, and preparing bid documents for the construction of a new, modern garage facility for the Highway Department, to be relocated on Highway Department property.

ROLL CALL VOTE

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

Noes: Supervisor Barrett

DECLARED ADOPTED

January 10, 2022

Teresa Brobston, Town Clerk

SELECTIVE
INSURANCE®

Christopher Kennedy
Selective Insurance Company of America
Mailing address for correspondence:
Po Box 7264
London, KY 40742
Phone: 518-598-5165
Fax: 877-233-0917
Christopher.Kennedy@selective.com

October 20, 2021

Town Of Clifton Park
1 Town Hall Plz
Clifton Park, NY 12065-3610

Edmund

Re: Policyholder: Town Of Clifton Park
Claim No.: 22254510
Policy No.: S1801921
Insurer: Selective Insurance Company of New York
Date of Loss: August 17, 2021

Dear Mr. Bull:

Our goal is to promptly investigate the facts and circumstances of your property claim and appropriately determine coverage per the terms, conditions, and exclusions of your policy. Our policy requires you to provide us with evidence of the age, condition, and cost of your damaged, lost or stolen property to substantiate your claim.

This letter provides you information about property claim payments and how we will be settling your property claim.

Replacement Cost and Depreciation

Your policy provides replacement cost coverage for some or all of your damages. However, our initial payment(s) to you will not equal the full replacement cost. It only will be for the depreciated value of the damaged, lost or stolen real or personal property, also known as the actual cash value ("ACV").

Depreciation is an accounting method of allocating the cost of a tangible or physical asset over its useful life or life expectancy. Depreciation represents how much an asset's value has decreased over time. Useful life is an accounting estimate of the number of years an asset likely is to be in service. The Internal Revenue Service employs useful life estimates to determine the amount of time an asset can be depreciated. Various factors affect useful life estimates, including use patterns, the asset's age when purchased, and technological advances.



Because you have replacement cost coverage, we will pay you the difference between the replacement cost and the ACV - also known as the Recoverable Depreciation Amount or "hold back". The Recoverable Depreciation Amount is called the hold back because we will not pay you until you (i) have replaced the damaged, lost, or stolen property and (ii) provided us evidence that you have done so. We require you to replace the property so we know you are in the same or proximate condition you were before the loss.

The fastest way to get your Recoverable Depreciation Amount is to replace your damaged, lost, or stolen property in an organized manner. When you pay for the replacement, you should submit your receipts to us as soon as possible so we can reimburse the Recoverable Depreciation Amount.

Settlement

We have issued you payment for \$33,987.98, which represents the ACV of your Damaged Business Personal Property as follows:

We have calculated your Damaged Business Personal Property settlement as follows:

Replacement Cost of Damaged or Stolen Property	\$44,659.89
Less Recoverable Depreciation Amount	\$10,671.91
Less Applicable Deductible	\$0.00
Less Prior Payment	\$0.00
Actual Cash Value Settlement	\$33,987.98

If you replace or repair the damaged, lost, or stolen property, you may be entitled to an additional payment up to the Recoverable Depreciation Amount of \$10,671.91.

Our policy requires you to notify us of your intent to request the Recoverable Depreciation within 180 days from August 17, 2021.

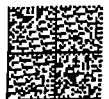
Other Important Claim-Related Information

Increased Estimates. If you receive repair or replacement estimates that exceed our estimates or projections, please notify us promptly before you repair or replace the items. We must review the estimates to make sure we agree with them. If we disagree with the repair or replacement estimates, they may not be covered.

Under your policy's terms, conditions, and exclusions, if we disagree and you pay more than the Replacement Cost of Damaged or Stolen Property amount above, you will be responsible for the difference.

Lower than Estimated Repair Costs. If the actual or incurred repair or replacement costs are less than our estimates, you will receive only the amount it cost to repair or replace the property, and we will reduce the Supplemental Claim Amount by the difference. If the actual or incurred cost is less than the ACV, you will not receive any Supplemental Claim Amount.

Evidence of Repair or Replacement. Our policy requires you to provide us with photos and documentation evidencing the completed repairs and property replacement, including without



limitation, receipts, invoices, credit card receipts, and canceled checks. After we review this evidence, we will advise you of any Recoverable Depreciation Amount.

Should you have any questions or need additional information, please contact me at 518-598-5165 or Christopher.Kennedy@selective.com.

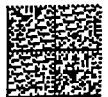
Sincerely,



Christopher Kennedy
Property General Adjuster

cc: Amsure

Selective Insurance Company of America is the servicing carrier and handles the claims for all its affiliate insurers.





SELECTIVE®

Claim No. 22245410

STATEMENT AS TO FULL COST OF REPAIR OR REPLACEMENT UNDER THE REPLACEMENT COST COVERAGE SUBJECT TO THE TERMS AND CONDITIONS OF THIS POLICY

\$ 32,536,293.00 AMOUNT OF POLICY AT TIME OF LOSS 4/1/2021 DATE ISSUED 4/1/2022 DATE EXPIRES

S1801921 POLICY NUMBER Amsure AGENT Saratoga Springs, NY AGENCY AT

To the Selective Insurance Company

of America Policy No. S1801921

Agency at Saratoga Springs, NY Agent Amsure

Insured Town of Clifton Park

Location 639 Clifton Park Center Rd., Clifton Park, NY 12065

Type of property involved in claim Business Personal Property

Date of loss 8/17/2021 Occupancy Garage

Interest, no other person or persons had any interest therein or encumbrances thereon except: N/A

- 1. Full Amount of Insurance applicable to the property for which claim is presented was... \$ 32,536,293.00
2. Full Replacement Cost of said property at the time of loss was... \$ 32,536,293.00
3. The Full Cost of Repair or Replacement is ... \$ 44,659.89
4. Applicable Depreciation & Co- Insurance Penalty... \$ 10,671.91
5. Actual Cash Value Loss is (Line 3 minus Line 4)... \$ 33,987.98
6. Less deductibles, prior payment and/or participation by the insured... \$ 0.00
7. Actual Cash Value Claim is (Line 5 minus Line 6)... \$ 33,987.98
8. Supplemental Claim To be filed in accordance with the terms and conditions of the Replacement Cost Coverage within 180 days from the date of loss as shown above, and will not exceed \$ \$10,671.91

The furnishing of this blank or the preparation of proof by a representative of the above insurance company is not a waiver of any rights.

State of

County of Insured

Subscribed and sworn to before me this day of , 20

Notary Public



www.RCFSalvage.com

Town of Clifton Park
Clifton Park, NY
Selective
22254510
B-21087302

Description	Qty	Cost	Cost Ext.	Depreciation %	Depreciation \$	ACV	Source
3M high performance tape 12"	3	\$ 482.00	\$ 1,476.00	0%	\$ -	\$ 1,476.00	3M
3M high performance tape 16"	2	\$ 656.00	\$ 1,312.00	0%	\$ -	\$ 1,312.00	3M
3M high performance tape SMS-L270ES RM	4	\$ 161.38	\$ 645.52	0%	\$ -	\$ 645.52	3M
3M high performance tape SMS-L270ES RA	1	\$ 674.89	\$ 674.89	0%	\$ -	\$ 674.89	3M
3M high performance tape SMS-L270ES SA	1	\$ 582.84	\$ 582.84	0%	\$ -	\$ 582.84	3M
3M high performance tape SMS-L270ES LA	2	\$ 674.89	\$ 1,349.78	0%	\$ -	\$ 1,349.78	3M
3M high performance tape SMS-L270ES ON	1	\$ 542.84	\$ 542.84	0%	\$ -	\$ 542.84	3M
3M high performance tape SMS-L270ES 6"	1	\$ 279.75	\$ 279.75	0%	\$ -	\$ 279.75	3M
3M high performance tape SMS-L270ES RR	1	\$ 704.23	\$ 704.23	0%	\$ -	\$ 704.23	3M
Ace turpentine 32oz	4	\$ 11.99	\$ 47.96	0%	\$ -	\$ 47.96	Ace Hardware
Ace pure gum 32oz	1	\$ 11.99	\$ 11.99	0%	\$ -	\$ 11.99	Ace Hardware
Aerovoc construction marking paint 17oz	4	\$ 9.98	\$ 39.92	0%	\$ -	\$ 39.92	Grainger
Rust-oleum paint 12oz	6	\$ 6.98	\$ 41.88	0%	\$ -	\$ 41.88	Home Depot
paint roller tray	4	\$ 3.34	\$ 13.36	0%	\$ -	\$ 13.36	Home Depot
paint roller 9"	1	\$ 9.37	\$ 9.37	0%	\$ -	\$ 9.37	Home Depot
paint roller 4"	1	\$ 5.37	\$ 5.37	0%	\$ -	\$ 5.37	Home Depot
asst sifing paint 16oz	35	\$ 6.38	\$ 223.30	0%	\$ -	\$ 223.30	Home Depot
Nonst sand paper 2 3/4"x17 1/2" 50ct	1	\$ 60.80	\$ 60.80	0%	\$ -	\$ 60.80	Grainger
Sterling rinse off gal	2	\$ 95.28	\$ 190.56	0%	\$ -	\$ 190.56	Sterling Sanitary Supply
flood floor 32oz	1	\$ 13.97	\$ 13.97	0%	\$ -	\$ 13.97	Home Depot
Thin-x paint thinner gal	1	\$ 30.06	\$ 30.06	0%	\$ -	\$ 30.06	National Supply
3M adhesive remover 32oz	1	\$ 39.40	\$ 39.40	0%	\$ -	\$ 39.40	3M
asst gal industrial paint	9	\$ 65.00	\$ 585.00	0%	\$ -	\$ 585.00	Grainger
9" paint roller	3	\$ 1.09	\$ 3.27	0%	\$ -	\$ 3.27	Home Depot
super duty rubbing compound	1	\$ 84.99	\$ 84.99	0%	\$ -	\$ 84.99	3M
asst spray paint 12oz can	23	\$ 6.38	\$ 146.74	0%	\$ -	\$ 146.74	Home Depot
PPG road marking paint 5gal	4	\$ 6.64	\$ 26.56	0%	\$ -	\$ 26.56	Grainger
asst spray cans of chemicals 16oz	5	\$ 6.54	\$ 32.70	0%	\$ -	\$ 32.70	Grainger
Ace hydraulic cement 3lb	1	\$ 13.99	\$ 13.99	0%	\$ -	\$ 13.99	Ace Hardware
Ace anchoring cement 25lb	1	\$ 41.99	\$ 41.99	0%	\$ -	\$ 41.99	Ace Hardware
Roofo professional drain opener gal	6	\$ 24.99	\$ 149.94	0%	\$ -	\$ 149.94	Ace Hardware
zone marking paint 1 gal	3	\$ 72.23	\$ 216.69	0%	\$ -	\$ 216.69	Grainger
spray paint asst 12oz	8	\$ 6.38	\$ 51.04	0%	\$ -	\$ 51.04	Home Depot
Master Kure cc 160WB sealing compound 5 gal	1	\$ 81.88	\$ 81.88	0%	\$ -	\$ 81.88	Metro Sealant
Tacile bond + seal adhesive TBS-010 12ct	2	\$ 360.00	\$ 720.00	0%	\$ -	\$ 720.00	3M
wood broom handles 5'	18	\$ 6.00	\$ 90.00	0%	\$ -	\$ 90.00	Home Depot
3M high performance tape 6"	1	\$ 140.40	\$ 140.40	0%	\$ -	\$ 140.40	3M
rolling clothing rack 64x64"	1	\$ 50.00	\$ 50.00	20%	\$ 10.00	\$ 40.00	Materials, Home Made
Amerley fire extinguisher	2	\$ 139.95	\$ 279.90	20%	\$ 55.98	\$ 223.92	Albany Fire Extinguisher
handheld grease gun	3	\$ 44.00	\$ 132.00	20%	\$ 26.40	\$ 105.60	Napa
shovel	3	\$ 29.98	\$ 89.94	20%	\$ 17.99	\$ 71.95	Home Depot
sweep broom	1	\$ 29.97	\$ 29.97	20%	\$ 6.00	\$ 23.97	Home Depot
plastic 30 gal trash can	1	\$ 34.97	\$ 34.97	20%	\$ 7.00	\$ 27.97	Home Depot
metal rolling tool cart 24x30x36" 1 drw	1	\$ 114.00	\$ 114.00	20%	\$ 22.80	\$ 91.20	

Town of Clifton Park
 Clifton Park, NY
 Selective
 22254510
 B-21087302



Inventory Software
 Solutions for the
 www.RCFsalvage.com

Description	Qty	Cost	Cost Ext.	Depreciation %	Depreciation \$	ACV	Source
wood stain gal	1	\$ 20.00	\$ 20.00	0%	\$ -	\$ 20.00	Home Depot
Rigid shop vac 12 gal 6HP	2	\$ 99.98	\$ 199.96	20%	\$ 40.00	\$ 159.96	Home Depot
Natural Air air filler 2x36x1	1	\$ 73.46	\$ 73.46	0%	\$ -	\$ 73.46	Home Depot
Skill jig saw 4490	1	\$ 49.00	\$ 49.00	20%	\$ 9.80	\$ 39.20	
Dewalt circular saw DW384	1	\$ 99.00	\$ 99.00	20%	\$ 19.80	\$ 79.20	
Dewalt clamps 19 1/2"	2	\$ 20.00	\$ 40.00	20%	\$ 8.00	\$ 32.00	
Dewalt clamps 13"	1	\$ 12.00	\$ 12.00	20%	\$ 2.40	\$ 9.60	
hand held caulk gun	1	\$ 22.49	\$ 22.49	20%	\$ 4.50	\$ 17.99	Home Depot
Sony cd player CDP100	1	\$ 100.00	\$ 100.00	20%	\$ 20.00	\$ 80.00	Not Appl - old
Kenwood receiver KR-A4010	1	\$ 75.00	\$ 75.00	20%	\$ 15.00	\$ 60.00	Not Appl - old
Sony speaker 10x6x8" set	1	\$ 75.00	\$ 75.00	20%	\$ 15.00	\$ 60.00	Not Appl - old
Green Choice hydroseed paper 60lbs	4	\$ 18.00	\$ 72.00	0%	\$ -	\$ 72.00	
seed starter fertilizer 6' 50lbs	4	\$ 42.28	\$ 169.12	0%	\$ -	\$ 169.12	
snow marking sticks 6'	20	\$ 1.90	\$ 38.00	0%	\$ -	\$ 38.00	
snow marking sticks 4'	85	\$ 1.87	\$ 158.65	0%	\$ -	\$ 158.65	
Rigid table saw model RS1000	1	\$ 2,895.60	\$ 2,895.60	40%	\$ 1,158.24	\$ 1,737.36	
Rigid chop saw R4120	1	\$ 399.00	\$ 399.00	20%	\$ 79.80	\$ 319.20	
Rigid chop saw R4120	1	\$ 329.00	\$ 329.00	20%	\$ 65.80	\$ 263.20	
Sullivan air compressor trailer D186Q4	1	\$ 19,500.00	\$ 19,500.00	40%	\$ 7,800.00	\$ 11,700.00	
Slow portable cement mixer 6 cu ft CM6 to be determined-Retained	1	\$ -	\$ -		\$ -	\$ -	Retained
			\$ 44,689.89		\$ 10,671.91	\$ 33,987.98	

Payment Detail

Claim Number 22254510-3261 Date of Loss 08/17/2021 Policy Number S 1801921 Effective 04/01/2021 Expiration 04/01/2022 Check Number 011339503 Issued 09/28/2021

Requesting Adjuster Kennedy, Christopher Main Business Phone (518) 598 - 5165

TOWN OF CLIFTON PARK
1 TOWN HALL PLZ
CLIFTON PARK NY 12065

ACV Payment for Covered Damages to Building (Garage)

Insured TOWN OF CLIFTON PARK Claimant Town Of Clifton Park

Agent AMSURE

Table with 3 columns: COVERAGE, AMOUNT, RISK LOCATION. Row 1: Building, \$548,445.15, Clifton Park Center Road, CLIFTON PARK, NY. Row 2: Total Check Amount, \$548,445.15

55 7724834 8514 0 1031619

Fold document along this perforation before separating check

Check body containing Selective Insurance Company of New York logo, date (September 28, 2021), amount (\$548,445.15), and payee information (TOWN OF CLIFTON PARK). Includes a signature and a box for 'ACV Payment for Covered Damages to Building (Garage)'. Microprinting is visible at the bottom.

⑆011339503⑆ ⑆031100225⑆ 2079950065467⑆

Payment Detail

Claim Number 22254510-3261 Date of Loss 08/17/2021 Policy Number S 1801921 Effective 04/01/2021 Expiration 04/01/2022 Check Number 011352577 Issued 10/20/2021

Requesting Adjuster Kennedy, Christopher Main Business Phone (518) 598 - 5165

TOWN OF CLIFTON PARK
 1 TOWN HALL PLZ
 CLIFTON PARK NY 12065

ACV Payment for Business
 Personal Property and Tractor

Insured
 TOWN OF CLIFTON PARK

Claimant
 Town Of Clifton Park

Agent
 AMSURE

COVERAGE	AMOUNT	RISK LOCATION
* F * Contractors Equipment	\$16,950.00	State level coverage - NY
Business Personal Property	\$33,987.98	Clifton Park Center Road, CLIFTON PARK, NY
Total Check Amount	\$50,937.98	<i>E. Clifton</i>

49 7745121 8584 0 1048595

Fold document along this perforation before separating check

SELECTIVE Selective Insurance Company of New York Wells Fargo Bank, NA 62-22 Check No. 011352577
 Wilmington, DE 19803 311
 Issued by Corporate Claims October 20, 2021 22254510 01 \$50,937.98
 Void After 90 Days Claim Number Claimant

The Sum of
Fifty Thousand Nine Hundred Thirty Seven and 98/100 Dollars

Insured TOWN OF CLIFTON PARK
 Claimant Town Of Clifton Park

Pay to The Order of TOWN OF CLIFTON PARK
 1 TOWN HALL PLZ
 CLIFTON PARK NY 12065

ACV Payment for Business
 Personal Property and Tractor

[Signature]

BORDER CONTAINS MICROPRINTING

⑈011352577⑈ ⑆031100225⑆ 2079950065467⑈



NEW HOLLAND NORTH AMERICA, INC.
P.O. BOX 1895
NEW HOLLAND

DEBIT/CREDIT INVOICE

PA 17557-0903

PAGE 1 OF 1

BILL TO:
TOWN OF CLIFTON PARK HWY DEPT
639 CLIFTON PARK CENTER
CLIFTON PARK NY 12065

SHIP TO:
BEBOUT FORD TR INC
97B ALBANY SHAKER
LATHAM NY 12110

OCN	DT	ORDER DT	SP	SHIP DT	INV DT	BR	ZN	CUST	INV NO	DT	CA CR
148042	SO	3-26-97	014	6-03-97	6-20-97	05	10	2482	23053300	RI	
QTY	ORDER NO	DESCRIPTION	CATALOG NUMBER	UNIT AMOUNT	EXTENDED AMOUNT						

1	4630RT	MODEL 4630 2WD L/C AME	611240671								
	100										
1	007	8 X 2 TRANSMISSION - 30 SERIES	990004110	16,215.00	16,215.00						
1	999	NH 107 AMP. BATTERY	861124000								
	98										
1	611	7.50-15 6PR F2 6.00LB-	814630400	166.00	166.00						
1	746	16.9-30 6PR R1 DW15-30	831630500	1,034.00	1,034.00						
	99	FACTORY INSTALLED OPTIONS									
1	087	REM VLV 2 DLX-W/8X2 OR CREEP	720426000	1,093.00	1,093.00						
1	269	CREEPER GEAR (5.7:1 RATIO)	720111000	1,076.00	1,076.00						
		GOV'T BID ALLOWANCE			-2,952.00						
		NEW YORK STATE CONTRACT									
		REF PO 737-56									
		4630 TRACTOR		\$15,172							
		CREEPER GEAR		1,460							

THANK YOU FOR YOUR RECENT PURCHASE FROM THE STATE CONTRACT. YOUR "CERTIFICATE OF ORIGIN" AND COPY OF YOUR ORIGINAL PURCHASE ORDER ARE ATTACHED.

IN THE SELF-ADDRESSED ENVELOPE PROVIDED, PLEASE REMIT FULL PAYMENT WITHIN 30 DAYS TO:

NEW HOLLAND NORTH AMERICA, INC.
NEW HOLLAND LOCKBOX
P.O. BOX 65141
CHARLOTTE, NC 28265

Federal Tax ID38-2688619

MODEL SERIAL NUMBER	CUSTOMER REF.	DUE DATE	CURRENCY	TOTAL
072031B	N125	09-01-97	USD	16,632.00

209447 7195

SALES ARE SUBJECT TO NEW HOLLAND NORTH AMERICA, INC. PRINTED IN USA
TERMS AND CONDITIONS OF SALE AT TIME OF SHIPMENT.

357-9081
2568 Western Ave
Albany NY 12209

10/5/21, 11:01 AM

1998 NEW HOLLAND 4630 For Sale In Caledonia, Minnesota | TractorHouse.com

PRICE LIST A

SOURCEWELL QUOTE SHEET

Aug 6 2021

Bill To:	Town of Clifton Park, NY	PO#	
Ship to:	Trilus - Fort Edward, NY	Order Date:	
End User:	Town of Clifton Park, NY	Quote Date:	09/07/21
End User Contact:		Requested ship date:	
Quotes#:	PRH 977/21	Static contract order:	Sourcewell# 070821-TGR
Dealer Contact:	Tark Croteau	Sourcewell Member#	
DLR Phone / Fax:			
Dealer Email:			



Please direct questions to:

Ph: 800-843-6849 EXT 3
 email all quotes in excel format to: orders@tigermowers.com

Shipping Instructions

SIDE FLAIL - SUPER DUTY

HOW TO ORDER: You must select one item from Section 1, 2 & 3 for a complete Side Flail Mower.

4WD

Qty	Order Code	Description	Approx. Qty	List Price	Disc	Sourcewell Price
1	5075E	Cab - MFWD 12x12 Pwr Rev. Trans. Mech Seat - 3 Cylinder	6710	\$ 53,635	18%	\$ 43,980.70
1	SMF-SDB	Mid-mount Side Flail Mower with Hydraulic Combo Lift & Tilt system	1390	\$ 14,155	18%	\$ 11,607.10
INCLUDES: Tractor Mount Kit, Mower Hydraulic Drive System, Travel Safety Lock						
1	TSF-63SD	Flail, Side, 63" Cutter Head, STANDARD CUT	790	\$ 12,488	18%	\$ 10,240.16
	TSF-63SDG	Flail, Side, 63" Cutter Head, SMOOTH CUT	790	\$ 12,552	18%	\$ -
	TSF-75SD	Flail, Side, 75" Cutter Head, STANDARD CUT	871	\$ 12,653	18%	\$ -
	TSF-75SDG	Flail, Side, 75" Cutter Head, SMOOTH CUT	871	\$ 12,717	18%	\$ -
INCLUDES: Cutter Head, Front & Rear Guards						
1	H KIT	Hydraulic Hose Kit to Tractor Remotes	25	\$ 1,050	18%	\$ 861.00
	2SPV-F	Valve, 2 spool, stand, hoses and cable control	65	\$ 3,596	18%	\$ -
INCLUDES: Mower On/Off Switch box						
1	Factory Mnt	Installation of complete mower system		\$ 5,129	18%	\$ 4,205.78
	Field Mnt	Installation of complete mower system		\$ 5,129	18%	\$ -
	06200085	Adaptor Kit for 45 degree shield application	12	\$ 71	18%	\$ -
	06200129	Deflector Shield 63" SDC	28	\$ 264	18%	\$ -
	06200220	Deflector Shield 75" SDC	38	\$ 329	18%	\$ -
1	06744053	Knife Kit, 63" SD Flail (knives, bolts, nuts, clevis) STANDARD CUT	37	\$ 293	18%	\$ 240.26
	06744054	Knife Kit, 63" SD Flail (knives, bolts, nuts, clevis) SMOOTH CUT	25	\$ 364	18%	\$ -
	08744055	Knife Kit, 75" SD Flail (knives, bolts, nuts, clevis) STANDARD CUT	47	\$ 365	18%	\$ -
	06744056	Knife Kit, 75" SD Flail (knives, bolts, nuts, clevis) SMOOTH CUT	35	\$ 457	18%	\$ -
	T8181	Mower Tilt Stop Switch	4	\$ 447	18%	\$ -
	06200210	Paint, non-standard		\$ 1,411	18%	\$ -
1		Radio, AM/FM Stereo,		\$ 405	18%	\$ 332.10
		Light, Strobe		\$ 714	18%	\$ 585.48
10		Dealer PDI (prep, delivery, installation) Hourly Rate		Net Per Hour \$ 189		\$ 1,890.00
						\$ -
						\$ -
						\$ -

Freight is an estimate only, may change at time of shipment

Totals: **\$ 73,942.58**

TRACTOR INFORMATION REQUIRED:	
Make/Model:	Transmission
Tire size:	Cab Type
	ZWD or MFWD
Front	
Rear	

All prices are FOB Destination.
 Prices are subject to change without notice.

Side Flail-SD

SELECTIVE
INSURANCE®

Christopher Kennedy
Selective Insurance Company of America
Mailing address for correspondence:
Po Box 7264
London, KY 40742
Phone: 518-598-5165
Fax: 877-233-0917
Christopher.Kennedy@selective.com

September 28, 2021

Town Of Clifton Park
1 Town Hall Plz
Clifton Park, NY 12065-3610

Re: Policyholder: Town Of Clifton Park
Claim No.: 22254510
Policy No.: S1801921
Insurer: Selective Insurance Company of New York
Date of Loss: August 17, 2021

Dear Mr. Bull:

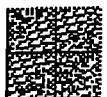
Our goal is to promptly investigate the facts and circumstances of your property claim and appropriately determine coverage per the terms, conditions, and exclusions of your policy. Our policy requires you to provide us with evidence of the age, condition, and cost of your damaged, lost or stolen property to substantiate your claim.

This letter provides you information about property claim payments and how we will be settling your property claim.

Replacement Cost and Depreciation

Your policy provides replacement cost coverage for some or all of your damages. However, our initial payment(s) to you will not equal the full replacement cost. It only will be for the depreciated value of the damaged, lost or stolen real or personal property, also known as the actual cash value ("ACV").

Depreciation is an accounting method of allocating the cost of a tangible or physical asset over its useful life or life expectancy. Depreciation represents how much an asset's value has decreased over time. Useful life is an accounting estimate of the number of years an asset likely is to be in service. The Internal Revenue Service employs useful life estimates to determine the amount of time an asset can be depreciated. Various factors affect useful life estimates, including use patterns, the asset's age when purchased, and technological advances.



Because you have replacement cost coverage, we will pay you the difference between the replacement cost and the ACV - also known as the Recoverable Depreciation Amount or "hold back". The Recoverable Depreciation Amount is called the hold back because we will not pay you until you (i) have replaced the damaged, lost, or stolen property and (ii) provided us evidence that you have done so. We require you to replace the property so we know you are in the same or proximate condition you were before the loss.

The fastest way to get your Recoverable Depreciation Amount is to replace your damaged, lost, or stolen property in an organized manner. When you pay for the replacement, you should submit your receipts to us as soon as possible so we can reimburse the Recoverable Depreciation Amount.

Settlement

We have issued you payment for \$548,445.15, which represents the ACV of your Building repairs (estimated by IRC) as follows:

We have calculated your Building settlement as follows:

Replacement Cost of Damaged or Stolen Property	\$617,776.12
Less Recoverable Depreciation Amount	\$69,330.97
Less Applicable Deductible	\$0.00
Less Prior Payment	\$0.00
Actual Cash Value Settlement	\$548,445.15

If you replace or repair the damaged property, you may be entitled to an additional payment up to the Recoverable Depreciation Amount of \$69,330.97.

Our policy requires you to notify us of your intent to request the Recoverable Depreciation within 180 days from August 17, 2021.

Other Important Claim-Related Information

Increased Estimates. If you receive repair or replacement estimates that exceed our estimates or projections, please notify us promptly before you repair or replace the items. We must review the estimates to make sure we agree with them. If we disagree with the repair or replacement estimates, they may not be covered.

Under your policy's terms, conditions, and exclusions, if we disagree and you pay more than the Replacement Cost of Damaged or Stolen Property amount above, you will be responsible for the difference.

Lower than Estimated Repair Costs. If the actual or incurred repair or replacement costs are less than our estimates, you will receive only the amount it cost to repair or replace the property, and we will reduce the Supplemental Claim Amount by the difference. If the actual or incurred cost is less than the ACV, you will not receive any Supplemental Claim Amount.

Evidence of Repair or Replacement. Our policy requires you to provide us with photos and documentation evidencing the completed repairs and property replacement, including without





SELECTIVE®

Claim No. 22245410

STATEMENT AS TO FULL COST OF REPAIR OR REPLACEMENT
UNDER THE REPLACEMENT COST COVERAGE
SUBJECT TO THE TERMS AND CONDITIONS OF THIS POLICY

\$ 32,536,293.00
AMOUNT OF POLICY AT TIME OF LOSS
4/1/2021
DATE ISSUED
4/1/2022
DATE EXPIRES

S1801921
POLICY NUMBER
Amsure
AGENT
Saratoga Springs, NY
AGENCY AT

To the Selective Insurance Company

of America Policy No. S1801921

Agency at Saratoga Springs, NY Agent Amsure

Insured Town of Clifton Park

Location 639 Clifton Park Center Rd., Clifton Park, NY 12065

Type of property involved in claim Building

Date of loss 8/17/2021 Occupancy Garage

Interest, no other person or persons had any interest therein or encumbrances thereon except: N/A

- 1. Full Amount of Insurance applicable to the property for which claim is presented was \$ 32,536,293.00
2. Full Replacement Cost of said property at the time of loss was \$ 32,536,293.00
3. The Full Cost of Repair or Replacement is \$ 617,776.12
4. Applicable Depreciation & Co- Insurance Penalty \$ 69,330.97
5. Actual Cash Value Loss is (Line 3 minus Line 4) \$ 548,445.15
6. Less deductibles, prior payment and/or participation by the insured \$ 0.00
7. Actual Cash Value Claim is (Line 5 minus Line 6) \$ 548,445.15
8. Supplemental Claim To be filed in accordance with the terms and conditions of the Replacement Cost Coverage within 180 days from the date of loss as shown above, and will not exceed \$ 69,330.97

The furnishing of this blank or the preparation of proof by a representative of the above insurance company is not a waiver of any rights.

State of

County of Insured

Subscribed and sworn to before me this day of , 20

Notary Public

NO. 22-106

PROPOSAL

DATE 5/23/2022

DAN'S HAULING & DEMO, INC.

PO BOX 409

PHONE (518) 438-9800

WYNANTSKILL, NY 12198

FAX (518) 438-9803

WWW.DANSHAULING.COM

Submitted to:

Town of Clifton Park
Hghway Department

Project Name & Location

639 Clifton Park Center Rd.
Clifton Park, NY

Fax:

Dan's Hauling is pleased to provide the following price quote:

Demolition and removal of existing former wooden framed garage structure

Total
44,200.00

- Includes foundation removals of industry size standards
- Includes backfilling of foundation areas
- Includes NYSDOL prevailing wage rates
- Includes performance bond

- All concrete floor slabs and foundation walls to be disposed of at the Town's disposal site stockyard @ 32 Ray Road, Rexford, NY
- Town to deliver all backfill to the site for Dan's Hauling

- Unless specified in proposal, the following are EXCLUDED: Tree removals; saw cutting; importation of backfill; shoring or bracing; compaction; CFC removals; asbestos survey; asbestos abatement; air monitoring; any friable or non friable asbestos removal; lead testing; lead abatement; tank removal or remediation; lift work; removal of tires; sheet piles; topsoil & seed; rodent and pest inspection/control; permits; traffic control; patching or repair work; temporary chain link fence; temporary utilities; utility disconnects; hammering; excavation of any shale, hard pan or rock; hazardous waste remediation and/or disposal; asphalt removal or repair; sealing up of any openings or water tight barriers; variances; dewatering; glue adhesive, tar, mastic or vermiculite removals; ACM paint removals.

Customer to provide water source.

Total \$44,200.00

Tax Exempt form to be provided by customer or add Sales Tax

Payment Terms Net 30

Price quote based upon today's scrap market rates. All ferrous and non-ferrous scrap within the work area to become property of Dan's Hauling. Dan's Hauling will not be held responsible for any damage that may occur in the demolition area as well as the entrance to the demolition area due to access of the demolition equipment or the demolition process. Not responsible for time delays or damage due to poor weather conditions. All work will be performed in a timely workman-like manner. This proposal may be withdrawn if not accepted within 30 days.

Any alteration or deviation from specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimated price. Dan's Hauling reserves the right to place a lien on this property if necessary. If legal means are necessary to collect, customer agrees to pay all legal fees and associated collection charges. Dan's Hauling will only be responsible for the removal of the items listed in this proposal. The above price specification and conditions are satisfactory and are hereby accepted. Dan's Hauling is hereby authorized to perform the work as specified.

Date of Acceptance: _____

Signature: _____

Acceptance of Proposal

DAN'S HAULING & DEMO, INC.

PO Box 409
Wynantskill, New York 12198
P: 518.438.9800 F: 518.438.9803
www.danshauling.com

05/27/2022

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

Dan's Hauling & Demo, Inc. is pleased to respond to the Request for Proposals for the project titled The White Building Demolition. Our company information is as follows:

Dan's Hauling & Demo, Inc.
PO Box 409
Wynantskill, NY 12198
Phone – 518.438.9800/Fax – 518.438.9803
e-mail – demodan@danshauling.com
Fed ID #: 20-0186779

Dan's Hauling has over 20 years experience in demolition and our subcontractors have extensive experience as well. We have performed residential, commercial and industrial demolition projects of various sizes throughout New York State. The ones similar in nature to this project are as follows:

- 1) Capital Region Land Bank – We successfully completed contracts in 2015, 2016 and 2017
- 2) City of Amsterdam – We have performed work on several contracts for the City of Amsterdam since 2005.
- 3) City of Cohoes – We have performed work on several contracts for the City of Cohoes since 2004
- 4) City of Schenectady – We have performed work on several contracts for the City of Schenectady since 2004
- 5) City of Troy - We have performed work on several contracts for the City of Troy since 2000
- 6) Albany Land Bank – We have performed work in 2016 and 2019
- 7) Various other residential demolitions since 2000

Please see below a listing of references for these past projects:

Capital Region Land Bank – David Hogencamp – 518-377-1109
City of Amsterdam – Roseanne Rusnica – 518-841-4331
City of Cohoes – Garry Nathan – 518-233-2131

DAN'S HAULING & DEMO, INC.

PO Box 409

Wynantskill, New York 12198

P: 518.438.9800 F: 518.438.9803

www.danshauling.com

City of Schenectady – Code Enforcement – 518-382-5050

City of Troy – Todd Dickenson – 518-279-7179

Our staff is highly skilled and trained in all aspects of demolition and safety. All have over 20 years experience in the demolition field.

Thank you for your invitation and consideration on this project. Should you require anything else please feel free to contact us.

Very truly yours,

Dan's Hauling & Demo, Inc.

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Dan's Hauling & Demo, Inc.
P.O. Box 409
Wynantskill, NY 12198

SURETY:

(Name, legal status and principal place of business)
United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

OWNER:

(Name, legal status and address)
Town of Clifton Park
One Town Hall Plaza
Clifton Park, NY 12065

BOND AMOUNT: Ten percent of amount bid (10% AMT BID)

PROJECT: White Building Demolition

(Name, location or address, and Project number, if any)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.


Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of May 2022


(Witness)


(Witness) Lisa Brennan

Dan's Hauling & Demo, Inc.

(Principal)

(Title)

United States Fire Insurance Company

(Surety)

(Title) Adriana Giammichele, Attorney-in-Fact

Init.

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Surety Acknowledgement

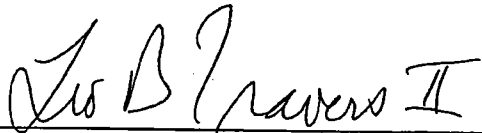
State of New Jersey

County of Essex

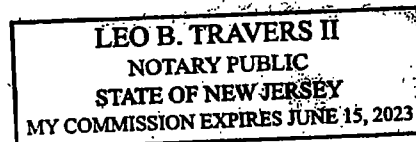
On this 20th day of May in the year 2022 before me personally came Adriana Giammichele to me known, who, being by me duly sworn, did depose and say that she resides in Passaic County, New Jersey that he/she is the Attorney-In-Fact for

United States Fire Insurance Company

the corporation described in and which executed the attached instrument; that he/she knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was affixed by Order of the Board of Directors of the said corporation, and that he/she signed his/her name thereto by like order.



Notary Public

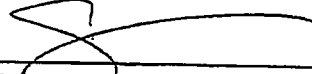


Corporate Acknowledgement

STATE OF New York
COUNTY OF Rensselaer

On this 26th day of May the year 2022, before me Kimberly A. Steele
NOTARY PUBLIC personally appeared Daniel G. Wolfe
personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person who executed the within instrument as president (or secretary) or on
behalf of the corporation therein named and acknowledged to me that the
corporation executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Official Seal,
the date and year first above written.

My Commission expires 04/28/2024 
Notary Public, residing in
Oswego, New York

Kimberly A. Steele
Notary Public State of New York
No. 02ST6186321
Qualified in Oswego County
Commission Expires April 28 2024

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

89235423521

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

David M. Solimine, Emil W. Solimine, Vincent G. Matthews, Adriana Giammichele

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2022.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.



UNITED STATES FIRE INSURANCE COMPANY

A. R. Slimowicz

Anthony R. Slimowicz, President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania - Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins

Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 20th day of May 2022

UNITED STATES FIRE INSURANCE COMPANY

Al Wright

Al Wright, Senior Vice President



UNITED STATES FIRE INSURANCE COMPANY
1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

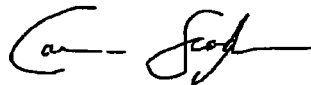
AT DECEMBER 31, 2020

ASSETS	
Bonds (Amortized Value).....	1,271,745,314
Preferred Stocks (Market Value).....	12,500,000
Common Stocks (Market Value).....	1,367,179,277
Mortgage Loans (Market Value).....	129,482,676
Cash, Cash Equivalents, and Short Term Investments.....	872,418,743
Derivatives.....	22,295,392
Other Invested Assets.....	381,854,569
Investment Income Due and Accrued.....	10,633,412
Premiums and Considerations.....	361,050,764
Amounts Recoverable from Reinsurers.....	37,752,224
Funds Held by or Deposited with Reinsured Companies.....	9,551,031
Current Income Taxes Recoverable.....	99,753
Net Deferred Tax Asset.....	189,212,579
Electronic Data Processing Equipment.....	2,976,676
Receivables from Parent, Subsidiaries and Affiliates.....	66,045,263
Other Assets.....	83,625,922
TOTAL ASSETS.....	\$ 4,818,423,595

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net of Reinsurance Ceded and Incurred But Not Reported Losses).....	1,773,113,441
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses.....	96,184,770
Loss Adjustment Expenses.....	379,712,166
Commissions Payable, Contingent Commissions and Other Similar Charges.....	10,938,946
Other Expenses (Excluding Taxes, Licenses and Fees).....	74,050,735
Taxes, Licenses and Fees (Excluding Federal Income Taxes).....	19,112,482
Unearned Premiums.....	711,160,035
Advance Premium.....	10,524,196
Ceded Reinsurance Premiums Payable.....	39,739,814
Funds Held by Company under Reinsurance Treaties.....	27,831,610
Amounts Withheld by Company for Account of Others.....	111,982,736
Provision for Reinsurance.....	1,603,526
Payable to Parent, Subsidiaries and Affiliates.....	11,258,344
Other Liabilities.....	32,706,068
TOTAL LIABILITIES.....	\$ 3,299,918,869
Common Capital Stock.....	18,780,000
Gross Paid In and Contributed Surplus.....	1,657,074,940
Unassigned Funds (Surplus).....	(157,350,214)
Surplus as Regards Policyholders.....	1,518,504,726
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS.....	\$ 4,818,423,595

I, Carmine Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2020, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 8th day of March, 2021.
UNITED STATES FIRE INSURANCE COMPANY



DITONNO AND SONS,LLC.

4216 Albany Street, Colonie, New York 12205

DITONNOANDSONS@NYCAP.RR.COM

Office Numbers

Phone 518-463-1555

Fax 518-463-1557

Cell 518-337-9369

Owners

Dominic DiTonno

518-378-1396

Danny DiTonno

518-378-1294

Demolition Specialists
Industrial - Commercial - Municipal - Residential

DATE : 5/27/2022

PREPARED FOR :

TOWN OF CLIFTON PARK
HIGHWAY DEPARTMENT
639 CLIFTON PARK CENTER ROAD
CLIFTON PARK, NY 12065

Requested By: DAHN BULL

PROJECT ADDRESS :

DEMOLITION & REMOVAL
"THE WHITE BUILDING"
639 CLIFTON PARK CENTER ROAD

Bid Submittal

DEMOLITION & REMOVAL OF BUILDING STRUCTURE;
639 CLIFTON PARK CENTER ROAD (THE WHITE BUILDING)

38,000.00

PER TOWN BID SPECS

DiTonno and Sons are please to provide this Bid for your project.

Any alteration or deviation from the original specifications involving extra costs, will be executed only upon signed written orders, and will become an extra charge over and above the original bid amount. DiTonno and Sons reserve the right to place a lien on this property if necessary. If legal means are necessary to collect payment, customer agrees to pay all legal fees, attorney fees and collection charges.

TOTAL BID AMOUNT:

\$38,000.00

Office

Ph 518-463-1555
Fax 518-463-1557
Cell 518-337-9369

D I T O N N O
AND SONS, LLC.

Owners

Dominic DiTonno
518-378-1396
Danny DiTonno
518-378-1294

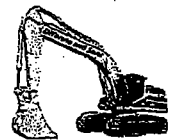
Demolition References

Rick LaJoy - (518) 505-9197

City of Albany, Director of Building & Regulatory Compliance
200 Henry Johnson Blvd. – Suite 1
Albany, NY 12210

Todd Dickinson – (518) 424-3795

City of Troy, Engineering Department
City Hall
433 River Street, Troy, NY 12180



4216 Albany Street, Colonie, NY 12205 • Email – DiTonnoandsons@nycap.rr.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marshall & Sterling Upstate, Inc. 25 Mohawk Avenue Scotia NY 12302		CONTACT NAME: Noelle Burkins PHONE (A/C, No, Ext): (518) 384-1100 FAX (A/C, No): (518) 384-0193 E-MAIL ADDRESS: nburkins@marshallsterling.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Great Divide Insurance Company	NAIC # 25224
		INSURER B: Michigan Millers Mutual	14508
		INSURER C: Markel Insurance Company	38970
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL2161102395 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5,000 Ded. GL/Pollution <input checked="" type="checkbox"/> \$10,000 Ded. Profess. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Professional		X	ECP2018108-15	6/13/2021	6/13/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Liability \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			V0700894 03	6/13/2021	6/13/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist combined air \$ 1,000,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			FFX2018107-16	6/13/2021	6/13/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Pollution & Professional \$ Included
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Contractors Pollution, Occurrence			MKLCLEFXL00020 Excess of \$2,000,000	6/13/2021	6/13/2022	Per Occurrence \$3,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROOF OF INSURANCE

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Jeanne Maloy/NBURKI



DAHN S. BULL
SUPERINTENDENT OF HIGHWAYS

**Sealed Bid Request for
Town of Clifton Park Highway Department
White Building Demolition**

Location

Clifton Park Highway Garage, "The White Building", 639 Clifton Park Center Road, Clifton Park, New York 12065

Contact

Dahn Bull, Superintendent of Highways, (518) 371-7310, dbull@cliftonpark.org
Stanley Rusinovich, Assistant Highway Maintenance Supervisor, (518) 371-7310, srusinovich@cliftonpark.org

Description

The Town of Clifton Park Highway Department is looking for a reputable company/organization that can demolish a wooden framed structure that previously served the purposes of a garage. This entity must be ensured and provide at least 2 project references of previous work in demolition. All bidders must follow Local and State laws, codes and regulations when bidding for this project.

History/Structure

The structure was damaged in a fire on August 17, 2021. While most of the garage has a dirt floor, there are several areas with cement footings as well as a frost wall. The Highway Department had the facility inspected for asbestos, which came back negative. Paperwork is available upon request. Attached, is a schematic of the floor plans as well as square footage of the facility. On the structure are two fuel vents. These two fuel vents must be stabilized during demolition and must be protected from damage. Electrical and gas services have been shut off from the building.

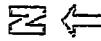
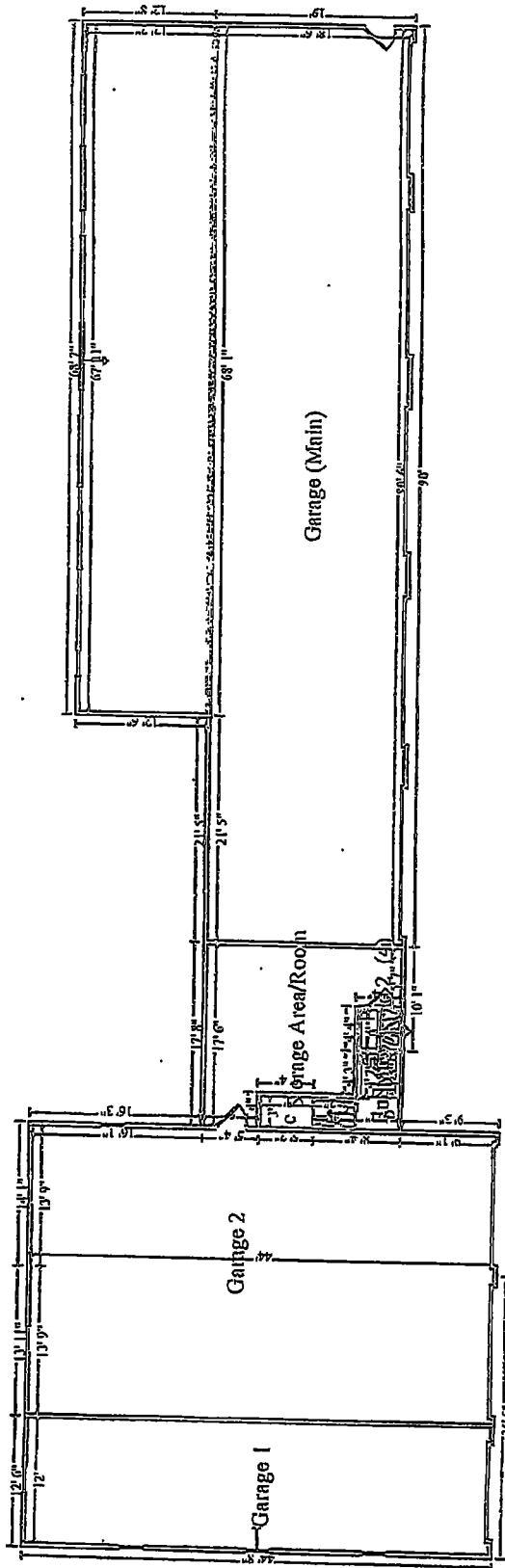
Bid Requirements

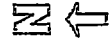
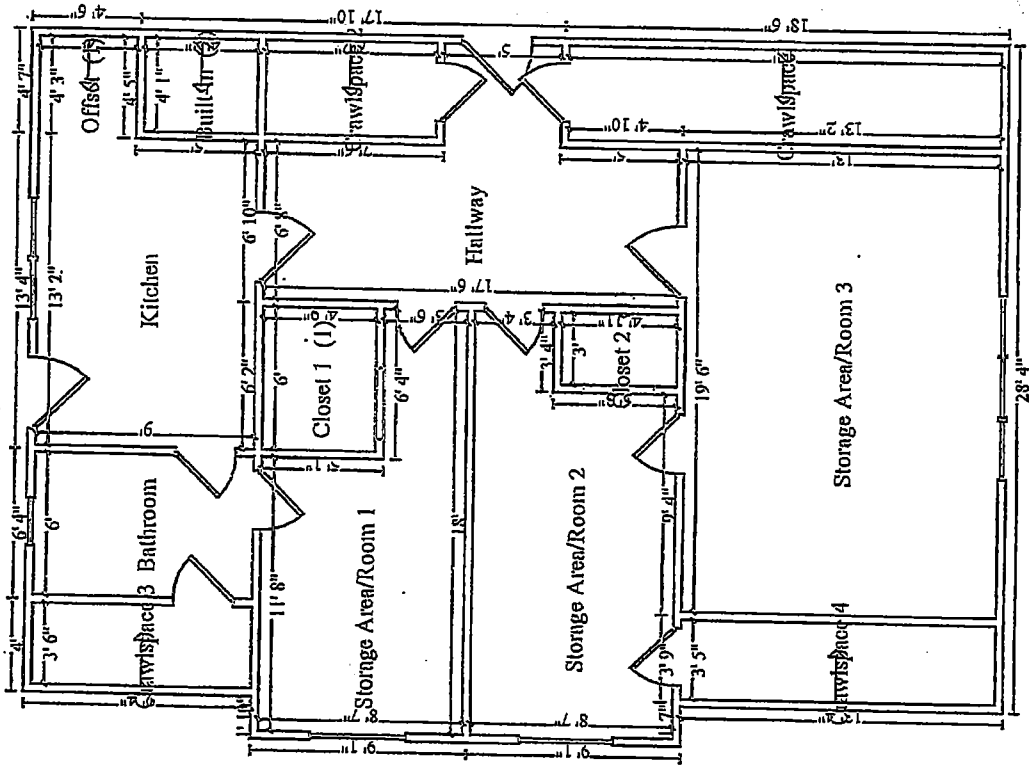
Each Bidder is required to bid the project as a municipal works project being under the auspices of Prevailing Wage. Entity must be insured in the process of structure demolition and provide insurance information proving such. Job must include the following:

- Bid Bond Required.
- Pre-Demolition Meeting with Highway Department/Building and Zoning Department.
- Efficiently and safely demolish building.
- Crush, load and dispose of all debris.
- Remove foundation and all concrete slabs (special note – demolished foundations and frost wall may be disposed at our stockyard site rather than be sent to a processing facility).
- Load and transport away from the site all debris.
- Upon completion, using town materials, backfill all excavations and voids and level site.
- Contract Price must be lump sum, including all tipping fees, demolition machines, fuels, mobilization, trucking, and labor.
- Dust Control must occur, we can supply water, water truck and dust control.
- Please provide the location where demolished material will be sent.

Conclusion

All sealed bids must be turned into the Town Clerks Office by 3:00 PM, May 27, 2022, at which time all bids will be publicly opened. The office is located at 1 Town Hall Plaza, Clifton Park, New York 12065. The office can be contacted at (518) 371-6651. All questions must be directed to the Town Clerks Office, and answers will be published on www.cliftonpark.org under Government, and Request for Bids and Proposals. If you would like to schedule a walk through, please contact the Clifton Park Highway Department at (518) 371-7310.







DAHNS. BULL
SUPERINTENDENT OF HIGHWAYS

ADDENDUM No. 1

May 13, 2022

Clifton Park Highway Department
"The White Building"
639 Clifton Park Center Road
Clifton Park, NY 12065

TO: All Bidders

This Addendum addresses the section of the "White Building Demolition" specifications regarding the requirements for a Bid Bond. The Bid Bond required for this project will be 10% of the total lump sum bid for the project.

Under Bid Requirements, the amendment has been made to the attached Sealed Bid Request stating the requirement for the 10% Bond.



DAHN S. BULL

SUPERINTENDENT OF HIGHWAYS

ADDENDUM No. 2

May 17, 2022

Clifton Park Highway Department
"The White Building"
639 Clifton Park Center Road
Clifton Park, NY 12065

TO: All Bidders

This Addendum addresses questions delivered to the Town Clerk. The questions and their responses are as follows:

1. Can you please provide the location of the stock yard where the concrete debris can be disposed of?
 - Highway Department Stockyard Facility, 32 Ray Road, Rexford, NY, 12148
2. How many loads of fill can the town deliver to site per day?
 - The Highway Department can provide sand fill from the Stockyard Facility. We can run three to four tandem trucks, holding 14 cubic yards each. Previous operations have shown quick turnaround since the stockyard is only 2.5 miles from the demolition site.
3. Shall we assume no compaction requirements for the fill?
 - At the moment of demolition and cleanup, there will be no compaction requirements required from the bidder.
4. Is there a cost estimate, budget or ballpark figure for the project listed?
 - The Town will deliver the bid to the lowest cost, most responsible and qualified bidder.
5. Is there an actual start date for the project?
 - We would like to start the project at the earliest opportunity but understand that a resolution must be sent to the Town Board for approval. Town Board Meetings occur the first three Mondays of the Month.

AIA[®] Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

DiTonno and Sons, LLC
4216 Albany Street
Albany, NY 12205

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue, Morristown, NJ 07960

OWNER:

(Name, legal status and address)

Town of Clifton Park Highway Department
639 Clifton Park Center Road
Clifton Park, NY 12065

BOND AMOUNT: \$ Ten Percent of Bid (10% of Bid)

PROJECT:

(Name, location or address, and Project number, if any)

Demolition of a wooden framed structure.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

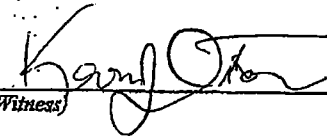
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

mit.

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Use Notes:

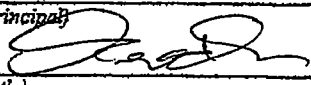
(877099080)

Signed and sealed this 27th day of May, 2022

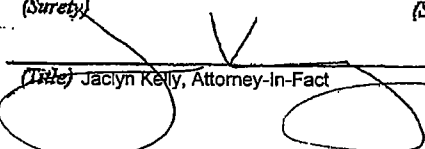

(Witness)


(Witness) Alissa Cottrell, Bond Representative

DiTonno and Sons, LLC
(Principal) _____ (Seal)


(Title)

United States Fire Insurance Company
(Surety) _____ (Seal)


(Title) Jaclyn Kelly, Attorney-In-Fact

Int.

NOTARIAL JURAT
INDIVIDUAL ACKNOWLEDGEMENT

State of _____]
County of _____] ss:
On this _____ day of _____ , _____ before me personally appeared

known to me to be the person _____ described in and who executed the foregoing instrument, and _____ he duly acknowledged to me that _____ he executed the same.

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT

State of _____]
County of _____] ss:
On this _____ day of _____ , _____ before me personally appeared

known to me to be a member of the firm of _____ described in and which executed the foregoing instrument, and _____ he thereupon acknowledged to me that _____ he executed the same as and for the act and deed of said firm.

Notary Public

CORPORATION ACKNOWLEDGEMENT

State of New York]
County of Albany] ss:
On this 27th day of May , 2022 before me personally appeared

Dominic Di Tanno
to me known, who being by me duly sworn, did depose and say: that Over he resides at Albany NY; that _____ is Owner/Member of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Jeanne F. Kroll

JEANNE F. KROLL
Notary Public, State of New York
Qualified in Albany County
No. 01KR4796294
Commission Expires Aug. 31, 2025

Notary Public

SURETY ACKNOWLEDGEMENT

State of New York
County of Schenectady] ss:
On this 27th day of May , 2022 before me personally appeared

Jaelyn Kelly
to me known, who being by me duly sworn, did depose and say: that she resides in the City of Scotia, New York; that she is the Attorney-In-Fact of the above signed surety, the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that she signed her name thereto by like order.

KIMBERLY S. SYLVESTER
Notary Public, State of New York
No. 01SY6089309
Qualified in Schenectady County
Commission Expires March 24, 2023

Kimberly S. Sylvester

Notary Public

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

0633122

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Jeanne M. Maloy, Jaclyn Kelly, Deborah Kruman, Maria Delorenzo

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2023.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50125833
My Commission Expires 4/7/2025

Melissa H. D'Alessio

Melissa H. D'Alessio

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 27th day of May 2022

UNITED STATES FIRE INSURANCE COMPANY



Alfred N. Wright

Alfred N. Wright, Senior Vice President

UNITED STATES FIRE INSURANCE COMPANY
1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2021

<u>ASSETS</u>	
Bonds (Amortized Value).....	903,307,173
Preferred Stocks (Market Value).....	105,571,429
Common Stocks (Market Value).....	1,504,759,231
Mortgage Loans (Market Value).....	446,047,113
Cash, Cash Equivalents, and Short Term Investments.....	1,184,428,501
Derivatives.....	8,536,548
Other Invested Assets.....	336,487,236
Investment Income Due and Accrued.....	10,016,168
Premiums and Considerations.....	431,207,743
Amounts Recoverable from Reinsurers.....	68,151,803
Funds Held by or Deposited with Reinsured Companies.....	29,595,868
Net Deferred Tax Asset.....	160,701,318
Electronic Data Processing Equipment.....	2,011,585
Receivables from Parent, Subsidiaries and Affiliates.....	114,953,836
Other Assets.....	97,519,676
TOTAL ASSETS.....	\$ 5,403,295,228

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net of Reinsurance Ceded and Incurred But Not Reported Losses).....	1,866,433,397
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses.....	88,108,310
Loss Adjustment Expenses.....	322,459,750
Commissions Payable, Contingent Commissions and Other Similar Charges.....	8,674,938
Other Expenses (Excluding Taxes, Licenses and Fees).....	75,718,281
Taxes, Licenses and Fees (Excluding Federal Income Taxes).....	32,725,021
Current Federal and Foreign Income Taxes.....	62,383
Unearned Premiums.....	845,288,567
Advance Premium.....	7,921,829
Ceded Reinsurance Premiums Payable.....	72,110,703
Funds Held by Company under Reinsurance Treaties.....	24,081,128
Amounts Withheld by Company for Account of Others.....	147,974,892
Provision for Reinsurance.....	3,350,178
Payable to Parent, Subsidiaries and Affiliates.....	13,084,638
Other Liabilities.....	41,952,278
TOTAL LIABILITIES.....	\$ 3,549,946,293
Common Capital Stock.....	18,780,000
Gross Paid In and Contributed Surplus.....	1,577,074,940
Unassigned Funds (Surplus).....	257,493,995
Surplus as Regards Policyholders.....	1,853,348,935
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS.....	\$ 5,403,295,228

I, Carmine Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2021, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 1st day of March, 2021.
UNITED STATES FIRE INSURANCE COMPANY



129 Park Road
 Queensbury, NY 12804
 Ph: (518) 793-2634 Fax: (518) 793-2865

PROPOSAL

ATTENTION: Mr. Dahn S. Bull
 Date: May 27, 2022
 Proposal No: 22-2343
 Proposal Submitted to: Clifton Park Highway Department
 Address: 639 Clifton Park Center Road, Clifton Park, NY 12065
 Phone: 518-371-7310
 Email: DBull@cliftonpark.org
 Job Name: White Building Demolition

We hereby submit specifications and estimates for the following:

Demolition of "The White Building" as per the project documents provided including all Addenda acknowledged

Acknowledgement of Addenda #1 and #2

EXCLUSIONS:

- | | |
|---------------------------------|-------------------------|
| 1. Sales and Use Taxes | 7. Bonding |
| 2. Hazardous Material Abatement | 8. Winter Conditions |
| 3. Permits | 9. Unsuitable Materials |
| 4. Electrical | 10. All Testing |
| 5. Retainage | 11. Dewatering |
| 6. Liquidated Damages | 12. Rock Excavation |

Total Lump Sum Price: \$49,943.00

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

**Price: Forty-Nine Thousand Nine Hundred Forty-Three and No/100 Dollars
 \$49,943.00**

Payment to be made as follows: COD at end of day unless credit terms are arranged in advance. We accept Master Card, Visa & AMEX. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature:

Mike Willigan

Mike Willigan
 Project Manager
 5/27/2022

Acceptance of Proposal:

 Date:

NOTE: This proposal may be withdrawn by us if not accepted in 5 days.

****Due to the volatility and unknowns of almost all, material prices may be subject to increases before our quoted prices are accepted in writing****



WARRANTY FOR ESTIMATES:

ROZELL INDUSTRIES, INC. ("ROZELL") warrants to Customer that all materials supplied by ROZELL will substantially conform to the material specifications, drawings or other technical requirements provided to ROZELL and agreed to by ROZELL in writing and will comply with all applicable laws, codes, and regulations. ROZELL warrants that all labor and installation services will be of good, workmanlike quality, considering existing conditions at the site where work is done. ROZELL does not warrant parts or labor supplied by others and is not responsible for damage resulting from defective design or plans, following Customers' instruction or directions, abuse or misuse of the equipment or facilities repaired by ROZELL delays caused by inclement weather or Acts of God. ROZELL will pass on to Customer any manufacturer warranties on parts and equipment to the extent such warranties are assignable. This warranty shall be in effect for a period of one (1) year from the date of substantial completion of ROZELL's work, or the date the equipment or facility being repaired is placed into actual operation, whichever is earlier. ROZELL shall be notified in writing of any defect within thirty (30) days of the defect becoming known to Customer. ROZELL's sole liability is limited to repair, replacement, or adjustment of defective parts and/or correction of defective workmanship on the part of ROZELL personnel, at ROZELL's cost, in order to place the equipment in working order. In no event shall ROZELL be liable for consequential or special damages, or for any loss of productivity, revenues, or profits on account of such defect.

THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

No waiver of the provisions is enforceable unless made in written document signed by an officer of ROZELL. This warranty and the limitations contained herein form part of the agreement between ROZELL and Customer, are not replaced or superseded by any purchase order, agreement or term sheet issued by Customer, whether before or after the date of this estimate.

HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, The Customer will indemnify and hold harmless Rozell Industries, Inc., Rozell East, Inc. and Rozell North, Inc., their officers, directors, partners, representatives, agents and employees from and against any and all claims, suits, liens, judgements, damages, losses and expenses including legal fees and all court costs and liability (including statutory liability) directly or indirectly arising in whole or in part from any labor dispute, unfair labor practice charge, grievance or cause of action under State or Federal Law or pursuant to any Collective Bargaining Agreement in connection with Customer contracting work or services from Rozell Industries, Inc., Rozell East, Inc. or Rozell North, Inc.



DAHN S. BULL
SUPERINTENDENT OF HIGHWAYS

ADDENDUM No. 1

May 13, 2022

Clifton Park Highway Department
"The White Building"
639 Clifton Park Center Road
Clifton Park, NY 12065

TO: All Bidders

This Addendum addresses the section of the "White Building Demolition" specifications regarding the requirements for a Bid Bond. The Bid Bond required for this project will be 10% of the total lump sum bid for the project.

Under Bid Requirements, the amendment has been made to the attached Sealed Bid Request stating the requirement for the 10% Bond.



DAHN S. BULL
SUPERINTENDENT OF HIGHWAYS

ADDENDUM No. 2

May 17, 2022

Clifton Park Highway Department
"The White Building"
639 Clifton Park Center Road
Clifton Park, NY 12065

TO: All Bidders

This Addendum addresses questions delivered to the Town Clerk. The questions and their responses are as follows:

1. Can you please provide the location of the stock yard where the concrete debris can be disposed of?
 - Highway Department Stockyard Facility, 32 Ray Road, Rexford, NY, 12148
2. How many loads of fill can the town deliver to site per day?
 - The Highway Department can provide sand fill from the Stockyard Facility. We can run three to four tandem trucks, holding 14 cubic yards each. Previous operations have shown quick turnaround since the stockyard is only 2.5 miles from the demolition site.
3. Shall we assume no compaction requirements for the fill?
 - At the moment of demolition and cleanup, there will be no compaction requirements required from the bidder.
4. Is there a cost estimate, budget or ballpark figure for the project listed?
 - The Town will deliver the bid to the lowest cost, most responsible and qualified bidder.
5. Is there an actual start date for the project?
 - We would like to start the project at the earliest opportunity but understand that a resolution must be sent to the Town Board for approval. Town Board Meetings occur the first three Mondays of the Month.

CNA SURETY

Bid Bond

Bond No. NA

CONTRACTOR:
(Name, legal status and address)
Rozell Industries, Inc
129 Park Road
Queensbury, NY 12804

SURETY: Western Surety Company: South Dakota Corporation
(Name, legal status and principal place of business)
151 N. Franklin Street
17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:
(Name, legal status and address)
Clifton Park Highway Department
639 Clifton Park Center Road
Clifton Park, NY 12065

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Ten (10%) Percent of the amount of the bid

PROJECT:
(Name, location or address, and Project number, if any)
Demolition of Wood Garage
639 Clifton Park Center Road
Clifton Park, NY 12065

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of May, 2022

(Witness)

[Signature]
(Principal) *(Seal)*

Treasurer
(Title)

Western Surety Company

(Witness)

[Signature]
(Surety) *(Seal)*
(Title) Attorney-in-Fact

INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the individual in and who executed the foregoing instrument and _____ acknowledged to me that _____ executed the same in his individual capacity.

Notary Public

COPARTNERSHIP

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public

CORPORATE

STATE OF NY }
COUNTY OF West } ss

On this 25 day of May, 2022, before me personally appeared Jennifer Whalen to me known, who, being by me first duly sworn, did depose and say that he/she resides in Queensbury NY; that he/she is the Treasurer of Rozell Industries Inc the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order and authority.

NANCY A. DREYER
Notary Public, State of New York
Registration No. 01DR0012063
Qualified in Warren County
Commission Expires June 15, 2023

Nancy Dreyer

Notary Public

SURETY

STATE OF New York }
COUNTY OF Warren } ss

I, Rebecca Duprey Notary Public of Warren County, in the State of New York do hereby certify that Debbie E. Ireland Attorney-in-Fact, of the Western Surety Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the Western Surety Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Glens Falls in said County, this 24th day of May, A.D. 2022

REBECCA J. DUPREY
Notary Public, State of New York
Registration No. 01DU4976936
Qualified in Warren County
Commission Expires Jan. 22, 2023

Rebecca J. Duprey

Notary Public

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Karen M Starkweather, George A Gohn, Carrie Lynn Mc Intosh, Debbie E Ireland, Individually

of Glens Falls, NY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 28th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 28th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of May, 2022.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2021

ASSETS

Bonds	\$ 1,940,298,870
Stocks	19,721,943
Cash, cash equivalents, and short-term investments	32,146,891
Receivables for securities	140,000
Investment income due and accrued	17,433,547
Premiums and considerations	54,366,110
Amounts recoverable from reinsurers	3,204,634
Current federal and foreign income tax recoverable and interest thereon	-
Net deferred tax asset	14,565,007
Receivable from parent, subsidiaries, and affiliates	14,891,869
Other assets	1,037
Total Assets	\$ 2,096,769,908

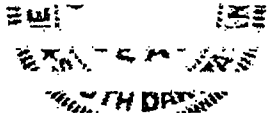
LIABILITIES AND SURPLUS

Losses	\$ 214,859,103
Loss adjustment expense	48,667,258
Commissions payable, contingent commissions and other similar charges	10,885,216
Other expenses (excluding taxes, license and fees)	-
Taxes, License and fees (excluding federal and foreign income taxes)	2,781,662
Federal and foreign income taxes payable	300,285
Unearned premiums	263,317,295
Advance premiums	6,618,279
Ceded reinsurance premiums payable (net of ceding commissions)	5,081,348
Amounts withheld or retained by company for account of other	10,237,011
Provision for reinsurance	6,261,560
Payable to parent, subsidiaries and affiliates	7,170
Payable on security transactions	35,226
Other liabilities	155,189
Total Liabilities	\$ 569,206,602

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	286,896,195
Unassigned funds	1,236,667,111
Surplus as regards policyholders	\$ 1,527,563,306
Total Liabilities and Capital	\$ 2,096,769,908

I, Julie Lee, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2021, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.



WESTERN SURETY COMPANY

By Julie Lee
Assistant Vice President, External Reporting

Subscribed and sworn to me this 14th day of March, 2022.

My commission expires:

By Christopher Lopatowski
Notary Public



MTB Excavating, LLC
 2157 West Old State Road
 Altamont, NY 12009 US
 (518) 573-3096
 mtbexcavation@aol.com



Estimate

ADDRESS

Stanley Rusinovich
 Town of Clifton Park Highway
 Department
 639 Clifton Park Center Road
 Clifton Park, NY 12065

ESTIMATE # 1169

DATE 05/23/2022

EXPIRATION DATE 06/30/2022

JOB LOCATION

Town Garage Demolition

DATE	DESCRIPTION	QTY	RATE	AMOUNT
------	-------------	-----	------	--------

	Complete demolition and removal of existing Highway garage structure: Located at: 2 Town Hall Plaza	1	76,380.00	76,380.00
--	--	---	-----------	-----------

Job to include the following:

- Efficiently & Safely demolish entire garage structure
- Crush, load, and dispose of all building debris
- Remove foundation and all concrete slabs
- Load and truck out concrete and foundation materials
 - Dump at supplied dump site, 32 Ray Rd. Rexford
- Town to haul in backfill sand to safely fill/level any voids or low areas upon demolition completion.
 - No compaction will be done at time of material placement
 - Dust control will be handled by the town as needed

Excludes any and all asbestos related work or expenses

Contract price:

Includes all labor, tipping fees, trucking, demolition permit fee, machines, fuel, and mobilization.

Payment terms:

Payment due in full within 30 days upon job completion

TOTAL

\$76,380.00

Accepted By

Accepted Date



Gallo Construction Corp.
50 Lincoln Avenue, Watervliet, New York 12189
Phone (518) 273-0234 Fax (518) 273-0245

PROPOSAL

TO: Town of Clifton Park
RE: Clifton Park Highway Garage Awning
DATE: 12-1-21

SUBJECT: White Building Demolition

Thanks for the opportunity to provide a PROPOSAL for the above-mentioned project.

We propose to furnish ALL labor, material, equipment, supervision, and other incidentals to complete all work as per owner provided bid plans and specs.

Exclusions:

- 1) Removal of Hazardous Materials.

The Total Cost to Complete This Work Is **\$61,985**

We acknowledge receipt of the following Addendum: **1&2**

If you have any questions, please do not hesitate to contact me at my office. Again thanks for the opportunity, and look forward to work with you on this Project.

Respectfully,

Michael A Gallo

Michael A Gallo
Vice President

STATEMENT OF SURETY'S INTENT

To: Town of Clifton Park Highway Department
(Owner)

We have reviewed the Bid of Gallo Construction Corp.
(Contractor)

of 50 Lincoln Avenue, Watervliet, NY 12189
(Address)

for Town of Clifton Park Highway Department White Building Demolition

(Project)

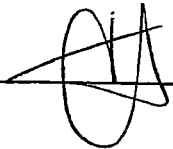
Bids for which will be received on May 27, 2022
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the performance bond and labor and material bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to do business in the State of New York

Attest:



The Ohio Casualty Insurance Company

Francis A. Lowther, Attorney-in-Fact
Surety's Authorized Signature(s)

Attach Power of Attorney

(Corporate seal if any. If
no seal, write "No Seal"
across this place and sign.)

(This Form Must Be Completed
and Submitted with the Bid)

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Gallo Construction Corp.

50 Lincoln Avenue
Watervliet, NY 12189

OWNER:

(Name, legal status and address)
Town of Clifton Park Highway Department
639 Clifton Park Center Road
Clifton Park, NY 12065

BOND AMOUNT: *** TEN PERCENT OF AMOUNT BID *** (10% of Bid)

SURETY:

(Name, legal status and principal place
of business)

The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, NH 03431

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

Town of Clifton Park Highway Department White Building Demolition


Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

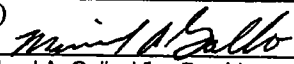
Signed and sealed this 24th day of May 2022



(Witness)

Gallo Construction Corp.


(Principal)



(Title) Michael A. Gallo, Vice President

The Ohio Casualty Insurance Company

(Surety)



(Title) Francis A. Lowther, Attorney-in-Fact

(Witness)

(Seal)

(Seal)

Init.

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INDIVIDUAL ACKNOWLEDGMENT

State of _____
County of _____

On this _____ day of _____, _____, before me personally appeared _____ known to me to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same.

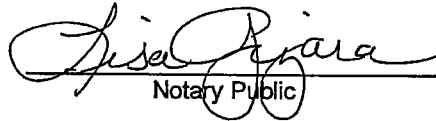
Notary Public

CORPORATION ACKNOWLEDGMENT

State of NY
County of Albany

On this 27th day of May, 2022, before me personally appeared Michael A. Gallo to me known, who being by me duly sworn, did depose and say: that he/she resides at Troy, NY; that he/she is Vice President of the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

Lisa A. Gizara
Notary Public, State of New York
Qualified in Montgomery County
No. 01G16085575
Commission Expires December 30, 22

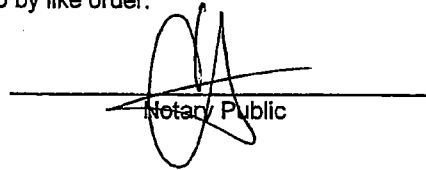


Notary Public

SURETY ACKNOWLEDGMENT

State of New York
County of Onondaga

On this 24th day of May, 2022, before me personally appeared Francis A. Lowther to me known, who being by me duly sworn, did depose and say: that he/she resides in the City of Syracuse, NY; that he/she is the Attorney-In-Fact of the above signed surety, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.



Notary Public

CHELSEA E. FOLLETT
Notary Public - State of New York
No. 01FO6399723
Qualified in Onondaga County
My Commission Expires October 28, 2023



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206158-837023

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashalin C. O'Connell, Chelsea E. Follett, Edward J. Reagan, Francis A. Lowther, Joseph P. Campbell, Natalie M. Jimenez, Robert B. Parrish, Sarah E. Peterson all of the city of Marcellus, state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of August 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 17th day of August, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of May, 2022.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



THE OHIO CASUALTY INSURANCE COMPANY
 FINANCIAL STATEMENT — DECEMBER 31, 2021

Assets		Liabilities	
Cash and Bank Deposits	\$134,628,410	Unearned Premiums	\$1,457,114,535
*Bonds — U.S Government	1,015,453,874	Reserve for Claims and Claims Expense	4,044,665,363
*Other Bonds	4,501,743,412	Funds Held Under Reinsurance Treaties	0
*Stocks	268,876,063	Reserve for Dividends to Policyholders	276,207
Real Estate	0	Additional Statutory Reserve	0
Agents' Balances or Uncollected Premiums	812,483,102	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	33,044,141	Other Liabilities	460,636,079
Other Admitted Assets	1,691,401,219	Total	\$5,962,692,184
		Special Surplus Funds	\$ 28,510,778
		Capital Stock	4,500,000
		Paid in Surplus	738,183,897
		Unassigned Surplus	1,730,043,502
Total Admitted Assets	<u>\$8,463,930,361</u>	Surplus to Policyholders	2,501,238,177
		Total Liabilities and Surplus	<u>\$8,463,930,361</u>



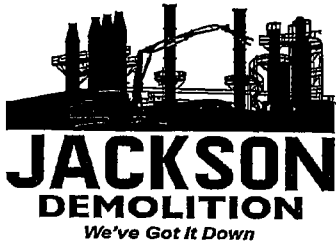
* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
 The foregoing financial information is taken from The Ohio Casualty Insurance Company's financial statement filed with the state of Ohio Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2021, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2022.

TAMikolajewski

Assistant Secretary



397 Anthony Street
Schenectady, NY 12309
(518)-374-3366 Fax (518)-372-1116

www.jacksondemolition.com

May 26, 2022

E22-032

Clifton Park Highway Department
One Town Hall Plaza
Clifton Park, NY 12065

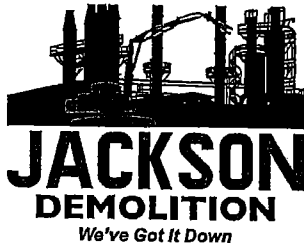
Re: White Building Demolition

Jackson Demolition Service, Inc. is pleased to present this proposal to complete the demolition of White Building per the provided specifications and addendum 1 and 2.

<u>Lump Sum Price:</u>	Demo and Disposal	\$57,000
-------------------------------	--------------------------	-----------------

Sincerely,

Joshua Frederick
Executive Vice President



397 Anthony Street
Schenectady, NY 12308
(518)-374-3366 Fax (518)-372-1116

www.jacksondemolition.com

Demolition Project References

City of Schenectady

Christopher Lunn, Chief Building Inspector

Phone – 518-382-5050 Ext. 5378

City of Troy

Todd Dickinson, Project Supervisor

Phone – 518-279-7179

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Jackson Demolition Service, Inc.
397 Anthony Street
Schenectady, NY 12308

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

OWNER:

(Name, legal status and address)

Clifton Park Highway Department
639 Clifton Park Center Road, Clifton Park, NY 12065

BOND AMOUNT: \$ Ten Percent of Bid (10% of Bid)

PROJECT:

(Name, location or address, and Project number, if any)

Demolition of the former "White Building" - Clifton Park Highway Garage

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

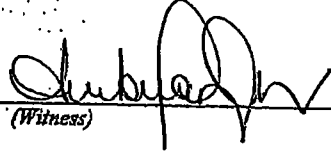
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Int.

User Notes:


(877099080)

Signed and sealed this 24th day of May, 2022

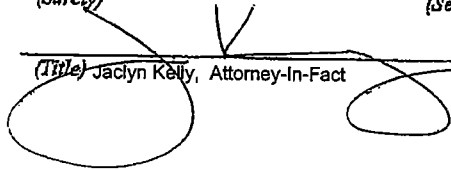

(Witness)


(Witness) Alissa Cottrell, Bond Representative

Jackson Demolition Service, Inc.
(Principal) _____ (Seal)


(Title)

United States Fire Insurance Company
(Surety) _____ (Seal)


(Title) Jaelyn Kelly, Attorney-In-Fact

ink

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User Notes:

(877)998080

**NOTARIAL JURAT
INDIVIDUAL ACKNOWLEDGEMENT**

State of _____]
County of _____] ss:
On this _____ day of _____, _____ before me personally appeared

known to me to be the person _____ described in and who executed the foregoing instrument, and _____ he duly acknowledged to me that _____ he executed the same.

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT

State of _____]
County of _____] ss:
On this _____ day of _____, _____ before me personally appeared

known to me to be a member of the firm of _____ described in and which executed the foregoing instrument, and _____ he thereupon acknowledged to me that _____ he executed the same as and for the act and deed of said firm.

Notary Public

CORPORATION ACKNOWLEDGEMENT

State of New York]
County of Schenectady] ss:
On this 24th day of May, 2022 before me personally appeared

Joshua M. Frederick

to me known, who being by me duly sworn, did depose and say: that _____ he resides at 72 Mclean Street Balkston Spa NY; that he is Vice President of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Katie M. Ippolito

KATIE M. IPPOLITO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 011P6343514
Qualified in Fulton County
Commission Expires June 13, 2024

Notary Public

SURETY ACKNOWLEDGEMENT

State of New York]
County of Schenectady] ss:
On this 24th day of May, 2022 before me personally appeared

Jaelyn M. Kelly

to me known, who being by me duly sworn, did depose and say: that she resides in the City of Scotia, New York; that she is the Attorney-In-Fact of the above signed surety, the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that she signed her name thereto by like order

KIMBERLY S. SYLVESTER
Notary Public, State of New York
No. 01SY6089309
Qualified in Schenectady County
Commission Expires March 24, 2023

Kimberly S. Sylvester

Notary Public

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

0633122

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Jeanne M. Maloy, Jaclyn Kelly, Deborah Kruman, Maria Delorenzo

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2023.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin

Matthew E. Lubin, President

State of New Jersey)
County of Morris)

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio

Melissa H. D'Alessio

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 24th day of May 2022

UNITED STATES FIRE INSURANCE COMPANY



Alfred N. Wright

Alfred N. Wright, Senior Vice President

UNITED STATES FIRE INSURANCE COMPANY
1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

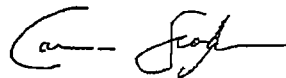
STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2020

<u>ASSETS</u>	
Bonds (Amortized Value).....	1,271,745,314
Preferred Stocks (Market Value).....	12,500,000
Common Stocks (Market Value).....	1,367,179,277
Mortgage Loans (Market Value).....	129,482,676
Cash, Cash Equivalents, and Short Term Investments.....	872,418,743
Derivatives.....	22,295,392
Other Invested Assets.....	381,854,569
Investment Income Due and Accrued.....	10,633,412
Premiums and Considerations.....	361,050,764
Amounts Recoverable from Reinsurers.....	37,752,224
Funds Held by or Deposited with Reinsured Companies.....	9,551,031
Current Income Taxes Recoverable.....	99,753
Net Deferred Tax Asset.....	189,212,579
Electronic Data Processing Equipment.....	2,976,676
Receivables from Parent, Subsidiaries and Affiliates.....	66,045,263
Other Assets.....	83,625,922
TOTAL ASSETS.....	\$ 4,818,423,595

<u>LIABILITIES, SURPLUS & OTHER FUNDS</u>	
Losses (Reported Losses Net of Reinsurance Ceded and Incurred But Not Reported Losses).....	1,773,113,441
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses.....	96,184,770
Loss Adjustment Expenses.....	379,712,166
Commissions Payable, Contingent Commissions and Other Similar Charges.....	10,938,946
Other Expenses (Excluding Taxes, Licenses and Fees).....	74,050,735
Taxes, Licenses and Fees (Excluding Federal Income Taxes).....	19,112,482
Unearned Premiums.....	711,160,035
Advance Premium.....	10,524,196
Ceded Reinsurance Premiums Payable.....	39,739,814
Funds Held by Company under Reinsurance Treaties.....	27,831,610
Amounts Withheld by Company for Account of Others.....	111,982,736
Provision for Reinsurance.....	1,603,526
Payable to Parent, Subsidiaries and Affiliates.....	11,258,344
Other Liabilities.....	32,706,068
TOTAL LIABILITIES.....	\$ 3,299,918,869
Common Capital Stock.....	18,780,000
Gross Paid In and Contributed Surplus.....	1,657,074,940
Unassigned Funds (Surplus).....	(157,350,214)
Surplus as Regards Policyholders.....	1,518,504,726
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS.....	\$ 4,818,423,595

I, Carmine Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2020, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 8th day of March, 2021.
UNITED STATES FIRE INSURANCE COMPANY



Resolution No. _____ of 2022, a resolution hiring seasonal staff for the 2022 Parks & Recreation Programs.

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

WHEREAS, the Town Board wishes to hire additional staff for the summer 2022 pool season, and

WHEREAS, Myla Kramer, Director of Parks, Recreation and Community Affairs has recommended that the individuals listed in the attached Schedule A be hired; now therefore be it

RESOLVED, that the individuals listed in the attached Schedule A be accepted as staff for the Town's pools to be paid as indicated on the schedule through the end of the respective season.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Friday, June 3, 2022 12:38 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 06-13-2022 Parks, Recreation & Community Affairs
Attachments: 629a3903073b7-Additional Pool Hires for 6-13-22 Meeting.pdf

Categories: TB Prep

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

Department: Parks, Recreation & Community Affairs
Your email: astandaert@cliftonpark.org

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

Requested Meeting Date: **06-13-2022**

Brief Description: **a resolution hiring additional pool staff for the 2022 Pool Season**

Budget #: **A-7150-E4690; SP5-7151-E4690; A-7152-E\$690**

Budget Description: **Barney Road Pool; Country Knolls Pool; Locust Lane Pool**

\$ Amount:

Additional Comments/Details: **Hiring spreadsheet is attached. Questions regarding hiring and salary amounts should be directed to Diana Fraser in the Office of Parks, Recreation & Community Affairs Department**

COMPROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

SCHEDULE A

New Head Guards:

Samantha	Killian	52 Outlook Dr South	Mechanicville, NY 12118	Country Knolls	Head Lifeguard	4	\$14.70
Eric	Scott	8 Hilltop Hollow Drive	Ballston Lake, NY 12019	Country Knolls	Head Lifeguard	6	\$15.20
Isabel	Adams	206 Scotchbush Rd	Burnt Hills, NY 12027	Barney Road	Head Lifeguard	2	\$14.20
Taylor	Pazderski	42 Oregon Trail	Waterford, NY 12188	Locust Lane	Head Lifeguard	2	\$14.20
Bryan	Spence	4 Midland Court	Clifton Park, NY 12065	Locust Lane	Head Lifeguard	4	\$14.70

Alternate List - Lifeguards

Anna	Stoup	23 Nottingham Way North	Clifton Park, NY 12065		Lifeguard	1	\$13.50
Owen	McGrath	26 Archer Dr	Clifton Park, NY 12065		Lifeguard	1	\$13.50
Conner	Rudd	18 Barclay St	Clifton Park, NY 12065		Lifeguard	1	\$13.50
Trevor	Goodwill	9 Wooddale Drive	Ballston Lake, NY 12019		Lifeguard	1	\$13.50
Alexandra	Criscone	18 Komar Dr	Ballston Lake, NY 12019		Lifeguard	1	\$13.50
Fiona	Klingbeil	8 Hills Road	Ballston Lake, NY 12019		Lifeguard	1	\$13.50
Lisa	Cimino	13 Morningdale Ct	Ballston Lake, NY 12019		Lifeguard	1	\$13.50
Allison	Bieniek	78 Gloucester Street	Clifton Park, NY 12065		Lifeguard	1	\$13.50

Resolution No. _____ of 2022, a resolution authorizing tent rentals for the summer season and a transfer of funds from contingency to cover the increased costs.

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

WHEREAS, quotes were received per the attached Schedule A for renting tents for the Full Day Camp at Clifton Common, and

WHEREAS, Clifton Park Rental submitted the lowest quote in an amount not to exceed \$7,415.30, and

WHEREAS, \$4000.00 was allocated in the adopted 2022 budget line A-7320-015 (Summer Recreation – Other Contractual) to be used for tent rentals and other expenses, and

WHEREAS, the Director of Parks, Recreation, and Community Affairs, Myla Kramer has requested that an additional \$5,216 is needed to cover the increased costs in tent rentals to be used for the Full Day Camp; now, therefore be it

RESOLVED, that the Director is authorized to accept the quote from Clifton Park Rental in an amount not to exceed \$7,416; and be it further

RESOLVED, that the comptroller is authorized to transfer \$5,216 from contingency A-01990-00015 to A-7320-015 (General Fund – Full Day Camp – Other Contractual).

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, June 7, 2022 12:14 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 06-13-2022 Parks & Rec
Attachments: 629f792c88e3d-Quote cover sheet tents 2022.pdf

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

Department: **Parks & Rec**
Your email: **mkramer@cliftonpark.org**

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

Requested Meeting Date: **06-13-2022**

Brief Description: **a resolution authoring the transfer of \$3,215.30 from contingency to A-7320-015 (summer rec full day-other contract) to cover the increased fee for tent rentals to be used at the town's Full Day Camp on Clifton Common.**

Budget #: **A-7320-015**
Budget Description: **summer rec full day-other contract**
\$ Amount: ~~**\$3,215.30**~~
3,215.30

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Town of Clifton Park
Parks and Recreation

Quotes

Date: 4/26/2022
Description: Tents for: Full Day Camp – two 30’x60’ and one 20’x40’ July 4 th – two 30’x60’ tents Locust Lane Clubhouse – one 20’x40’
Vendor: Whalen Tents (<i>prices for whole quote, not parts</i>) Quote: Full Day Camp - \$13,020 July 4 th - \$1,750 Locust Lane Clubhouse - \$1,600
Vendor: Clifton Park Rental Quote: Full Day Camp - \$7,415.30 July 4 th - \$2,503.20 Locust Lane Clubhouse - \$969
Vendor: Total Events Quote: No reply
Vendor: Saratoga Tents & Events Quote: No reply
Awarded To: Clifton Park Rental

TOWN OF CLIFTON PARK

2022 BUDGET

DEPARTMENT: SUMMER REC FULL DAY

C3

ACCOUNT NUMBER	ACCOUNT NAME	ACTUAL 2019	ACTUAL 2020	ADOPTED 2021	PROJECTED 2021	TENTATIVE 2022	PRELIM 2022	ADOPTED 2022
A-7320-E9000	SITE SUPER/SPEC	23,108	29,898	27,000	25,600	30,000	30,000	30,000
A-7320-E4800	STAFF/COUNSELORS	101,368	91,258	105,000	106,680	110,000	110,000	110,000
TOTAL SALARY		124,476	121,156	132,000	132,280	140,000	140,000	140,000
A-7320-001	TRAINING/CONF.	66	0	600	450	600	600	600
A-7320-002	TELEPHONE	115	108	140	140	150	150	150
A-7320-005	UTILITIES	3,750	3,750	4,000	3,900	4,000	4,000	4,000
A-7320-009	LEASES/RENTAL	4,000	4,000	4,000	4,000	4,000	4,000	4,000
A-7320-015	OTHER CONTRACT	4,737	1,600	5,000	2,000	4,000	4,000	4,000
A-7320-044	EQUIP REC SUPPLIES	4,050	7,679	4,500	3,200	4,000	4,000	4,000
A-7320-086	FOOD	6,172	1,838	7,000	5,100	7,000	7,000	7,000
A-7320-099	DAY CAMP EXP	29,554	18,543	28,000	6,000	28,000	28,000	28,000
A-7320-108	LIABILITY INSUR	781	999	1,000	2,200	2,500	2,500	2,500
TOTAL CONTRACTUAL		53,225	38,517	54,240	26,990	54,250	54,250	54,250
TOTAL		177,701	159,673	186,240	159,270	194,250	194,250	194,250

Resolution No _____ of 2022, a resolution to authorize fence and backstop repairs to Fields #2 and 3 at Veterans Memorial Park.

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

WHEREAS, Dan Clemens, Director of Buildings, Parks, and Recreation sought quotes for the repair of the fences and backstops at fields 2 & 3 at Veterans Memorial Park, and

WHEREAS, Mariaville Fence submitted to lowest responsive quote in the total amount of \$8,080.00 for the repairs to the chain link fence and backstops at both fields; now, therefore, be it

RESOLVED, that the Director of Buildings, Parks, and Recreation is authorized to accept the quote from Mariaville Fence for Fields #2 and 3 per the attached documents to be paid from A-7024-200 (Veterans Memorial Park – Equipment).

Meg Springli

From: Mark Heggen <mheggen@cliftonpark.org>
Sent: Thursday, June 9, 2022 3:40 PM
To: Meg Springli
Cc: Jean, Spiegel
Subject: RE: Resolution Request for TB Meeting: 06-13-2022 Building & Grounds

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

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Monday, June 6, 2022 10:57 AM
To: Meg Springli <mspringli@cliftonpark.org>
Cc: Jean, Spiegel <JSpiegel@cliftonpark.org>; Mark Heggen <mheggen@cliftonpark.org>
Subject: Resolution Request for TB Meeting: 06-13-2022 Building & Grounds

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

Department: Building & Grounds
Your email: dclemens@cliftonpark.org

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

Requested Meeting Date: 06-13-2022

Brief Description: Repairs to the fence and backstops on fields #2 & 3 at Veterans Park

Budget #: A-7024-200
Budget Description: Veterans Memorial Park - Equipment
\$ Amount: 8,080.00

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

MH

Town of Clifton Park
Buildings & Grounds

Quote Cover Sheet

Date: June 2, 2022

Description: Repairs to the chain link fence and backstops at Veterans

Vendor #1: Mariaville Fence - Field #2 \$4,220.00 Field #3 \$3,860.00

Vendor #2: Siena Fence Co., Inc. - declined to quote

**Vendor #3: Precision Gate & Fence, LLC. Field #2 \$11,245.00
Field #3 \$8,245.00**

Vendor #4: AFSCO Fence - No Reply

Vendor #5: Bruce Fence - No Reply

Vendor #6:

Comments:

**Decision: Mariaville Fence - Field #2 \$4,220.00 Field #3 \$ 3,860.00
Total: \$8,080.00**



Town of Clifton Park

Buildings & Grounds

One Town Hall Plaza • Clifton Park, New York 12065 • (518) 371-6651 Ext. 251 • Fax: (518) 371-1136

The Town of Clifton Park, through the Buildings & Grounds Department seeks price quotes from qualified entities for chain link fence and backstop repairs located at Veterans Memorial Park, 697 MacElroy Road, Ballston Lake NY 12019.

Scope of work is as follows but not limited to:

Field #2

- Repair and secure roof of both dugouts. Add additional horizontal supports. Tighten fabric on all sides.
- Reset and straighten 23 +/- line posts throughout 4' tall fence line.
- Reset and straighten 14 +/- line posts throughout the 8' tall fence line.
- Tighten chain link fabric throughout fence line as needed.
- Reset double drive access posts and gates.
- Reset and straighten two terminal posts in the 4' fence line.

Field #3

- Repair and secure roof of both dugouts. Add additional horizontal supports. Tighten fabric on all sides.
- Reset and straighten 14 +/- line posts throughout 4' tall fence line.
- Reset and straighten 7 +/- line posts throughout the 8' tall fence line.
- Tighten chain link fabric throughout fence line as needed.
- Reset two double drive access posts and gates.
- Replace chain link fabric on single outfield gate.
- Reset and straighten two terminal posts in the 4' fence line, replace broken rail ends.

Dispose of all waste properly

SENT TO
5 COMPANIES
5/4/2022

The Town requires proof of Liability Insurance with One Million Dollars naming the Town as an additional insured, as well as appropriate Workers Compensation Insurance and automobile insurance.

Prevailing wage rate as described by New York State must be paid. The Town of Clifton Park reserves the right to reject any and all quotes.

The Town of Clifton Park reserves the right to require a performance bond.

Please contact Regan Cardona at rcardona@cliftonpark.org 518-371-6651 extension 251 for an appointment to do a site visit.

Quotes are due by Wednesday June 1, 2022 at 2:00pm

Mariaville Fence

60-1 Blue Barns Rd Proposal/Contract
Rexford, NY, 12148

Office 518.864.5746

Proposal Date: 5/2/2022

Proposal #: 2821

Project:

Estimator: Greg Tarte

Bill To:

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

Customer Phone

Description	Total
<p>Project; Veterans Park, Field #2</p> <p>Mariaville Fence will perform the following necessary repairs throughout the fence line of baseball field #2</p> <ul style="list-style-type: none">-Repair and secure roof of both dugouts. Add additional horizontal supports. Tighten fabric on all sides.-Reset and straighten 23 +/- line posts throughout 4' tall fence line.-Reset and straighten 14 +/- line posts throughout the 8' tall fence line.-Tighten chain link fabric throughout fence line as needed.-Reset double drive access posts and gates.-Reset and straighten two terminal posts in the 4' fence line.	4,220.00
<p>We look forward to working with you. Please find us at www.MariavilleFencing.com</p>	Total \$4,220.00

www.MariavilleFencing.com

SIGNATURE _____

Mariaville Fence

60-1 Blue Barns Rd Proposal/Contract
Rexford, NY, 12148

Office 518.864.5746

Proposal Date: 5/2/2022

Proposal #: 2822

Project:

Estimator: Greg Tarte

Bill To:

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

Customer Phone

Description	Total
<p>Project; Veterans Park, Field #3</p> <p>Mariaville Fence will perform the following necessary repairs throughout the fence line of baseball field #3</p> <ul style="list-style-type: none">-Repair and secure roof of both dugouts. Add additional horizontal supports. Tighten fabric on all sides.-Reset and straighten 14 +/- line posts throughout 4' tall fence line.-Reset and straighten 7 +/- line posts throughout the 8' tall fence line.-Tighten chain link fabric throughout fence line as needed.-Reset two double drive access posts and gates.-Replace chain link fabric on single outfield gate.-Reset and straighten two terminal posts in the 4' fence line, replace broken rail ends.	3,860.00

We look forward to working with you.
Please find us at www.MariavilleFencing.com

Total **\$3,860.00**

www.MariavilleFencing.com

SIGNATURE _____

Dan Clemens

From: Jeremy Lawrence <jeremy@sienafence.com>
Sent: Wednesday, May 4, 2022 12:17 PM
To: Dan Clemens
Cc: Chris Litchfield
Subject: RE: quote please

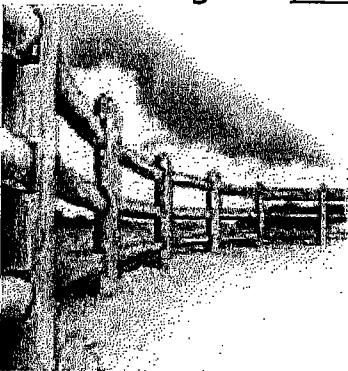
Dan

Thank you for the invite. This is not something that we could take on at this time. I apologize for the inconvenience.

Thank you,

Jeremy Lawrence

Office Manager - jeremy@sienafence.com



Siena Fence Co., Inc.
Direct# 518-509-3802

From: Dan Clemens <DClemens@cliftonpark.org>
Sent: Wednesday, May 4, 2022 12:09 PM
To: Jeremy Lawrence <jeremy@sienafence.com>
Subject: quote please

Please see attached Request For Proposal
Please advise if you would like to provide a quote

Thanks, Dan

Daniel J. Clemens
Town of Clifton Park, NY
Director of Buildings, Parks and Recreation

ESTIMATE



Town of Clifton Park C/O: Margy Kasky

One Town Hall Plaza
Clifton Park, NY 12065

(518) 371-6651
251

PRECISION GATE & FENCE, LLC.

1764 Route 9 #1303
Clifton Park, NY 12065

Phone: (518) 384-4213

Email: mark@precisiongateandfence.com

Fax: (518) 409-7442

Web: precisiongateandfence.com

Estimate # 002095
Date 05/26/2022
Business / Tax # 81-1920224

Description	Total
Field #2	\$11,245.00
-Repair and secure roof of both dugouts. Add additional horizontal supports. Tighten fabric on all sides.	
-Reset and straighten 23 +/- line posts throughout 4' tall fence line.	
-Reset and straighten 14 +/- line posts throughout the 8' tall fence line.	
-Tighten chain link fabric throughout fence line as needed.	
-Reset double drive access posts and gates.	
-Reset and straighten two terminal posts in the 4' fence line.	
Field #3	\$8,245.00
-Repair and secure roof of both dugouts. Add additional horizontal supports. Tighten fabric on all sides.	
-Reset and straighten 14 +/- line posts throughout 4' tall fence line.	
-Reset and straighten 7 +/- line posts throughout the 8' tall fence line.	
-Tighten chain link fabric throughout fence line as needed.	
-Reset two double drive access posts and gates.	
-Replace chain link fabric on single outfield gate.	
-Reset and straighten two terminal posts in the 4' fence line, replace broken rail ends.	

Subtotal	\$19,490.00
Total	\$19,490.00

Notes:

This quote includes NYS prevailing wage rates and is tax exempt, proper exempt paperwork will be required to process the order.

Deposit of 50% required at acceptance, balance is due on completion. Two year workmanship warranty will begin on substantial completion. Due to current market conditions this quote is valid for 5 days.

Resolution No. _____ of 2022, a resolution authorizing the hiring of William Torres as 2022 summer help for the Buildings and Grounds Department.

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

WHEREAS, an opening exists for seasonal help at the Barney Road Golf Course, and

WHEREAS, Dan Clemens, Director of Buildings, Parks, and Recreation, has recommended that William Torres, be hired to fill the seasonal position; now, therefore, be it

RESOLVED, that William Torres, 56 Ray Road, Rexford be employed as a seasonal worker for Buildings and Grounds for 2022, to be paid \$18/hour from A-7190-E4000 (Barney Road Golf Course – Assistant), effective immediately.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, June 7, 2022 8:47 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 06-13-2022 Buildings & Grounds
Attachments: 629f48a5196ff-William Torres application 6.22.pdf

Categories: TB Prep

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

Department: Buildings & Grounds
Your email: dclemens@cliftonpark.org

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

Requested Meeting Date: 06-13-2022

Brief Description: Hire William Torres as a seasonal laborer at the Barney Road Golf Course at a rate of \$18.00/hour

Budget #: A-7190-E4000
Budget Description: Barney Road Golf Course - Assistants
\$ Amount:

Additional Comments/Details:

COMPROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Resolution No. _____ of 2022, a resolution increasing Trips & Tours – Senior Center revenues and expenditures by \$39,250 for a trips sponsored by the Clifton Park Senior Community Center.

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

WHEREAS, the Clifton Park Senior Community Center is offering a multi-day trip to Maine September 26-29, 2022 and six individual day-trips between September and December as listed on the attached Schedule A, and,

WHEREAS, the Senior Community Center will collect fees from participants for the bus trips; now, therefore be it,

RESOLVED, that 2022 A-6773-77 [Trip Revenues] is hereby increased by \$39,250.00, and A-6773-015 [Trips & Tours – Other – Contractual] Expenditures is hereby increased by \$39,250.00.

RESOLUTION REQUEST

SOURCE: Clifton Park Senior Community Center **CONTACT:** Susan Leonard

MEETING DATE: June 13, 2022

SYNOPSIS: Increase the General Fund Trips & Tours – Senior Center revenues and expenditures by \$39,250 for a multi day trip to Maine September 26-29, 2022 and day trips for the rest of 2022.

BUDGET NUMBER, TITLE AND AMOUNT: A-6773-77 Trips & Tours

RESOLUTION HEADING FOR AGENDA: Senior Center multi-day trip

ADDITIONAL COMMENTS: As always, the senior center will collect fees from participants for all of our trips that will more than cover all costs. Therefore, the increased expenditure comes with a greater increase in revenue.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, June 7, 2022 12:43 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 06-13-2022 Senior Center
Attachments: 629f7ffd59498-Resolution Request for trips 2022.pdf

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

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

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

Requested Meeting Date: **06-13-2022**

Brief Description: **Increase in the General Fund Trips & Tours-Senior Center revenues and expenditures by \$39,250 for a multi day trip to Maine September 26-29, 2022 and day trips for the balance of the year.**

Budget #: **A6773-77 Trips & Tours**
Budget Description: **Senior Center Day Trips and Multi day trip**
\$ Amount: **\$39,250**

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

SCHEDULE A

Trip Budget for 2022

Budget Balance estimate \$4,200

All trips are not fully planned, but the estimates are below. We usually have two trips in September, October and November and a final December trip.

Upcoming trips estimate of \$43,450 include:

\$ 3,500	September	
\$24,750	September 26-29	Maine – 3 nights
\$ 1,800	October	Day in Boston (bus & tip)
\$ 3,700	October 16	Beardsley Castle (show, food, bus & tip)
\$ 3,500	November	Show (show, food, bus & tip)
\$ 1,800	Nov/Dec	Day in NYC (bus & tip)
\$ 4,400	December	Christmas show – Horizon Tours

Our trip budget for 2022 is \$35,000. We still have \$4200 in our trip budget.

Therefore, **we need an additional \$39,250** for the multi day Maine trip and trips for the last four months of 2022.

In 2019 we spent \$85,850 on trips.

Our Trip budget has been decreased to just \$35,000 over the years, due to Covid.

Pricing for everything has gone up and our seniors want to get out of the house and travel.

Our trips fill quickly.

Seniors pay for these trips.

The increased expenditure comes with a greater increase in revenue.

Clifton Park Senior Community Center - Multi Day Trip to Maine September 26-29, 2022

INCOME:		Member Pricing - Per Person Charge for the trip
	Single Occupancy	Double Occupancy
	\$ 799.00	\$ 599.00
40 guests	# guests x10	# guests x30
	\$ 7,990.00	\$ 17,970.00

EXPENSE:		Member Pricing - Per Person Cost for the trip
	Single Occupancy	Double Occupancy
	\$ 768.00	\$ 569.00
40 guests	# guests x10	# guests x30
	\$ 7,680.00	\$ 17,070.00

Non Members will pay \$30 more per person
 With 35 guests we will receive comp tickets for town employee escort

Income based 40 guests, 10 single, 30 double occupancy, members	\$23,960
Income from paid guests	\$24,750
Expense Bus/Excursions	\$480
Additional Expense-tips \$12/pp	\$730
Remaining income after expenses	\$730

*Remaining income can be used as needed toward water and snacks for the trip or to offset any unexpected expense

Tip for step on \$2/per person/per day for 2 days = \$4 per person
 Tip for bus driver...\$2/per person/day for 4 days = \$8 per person

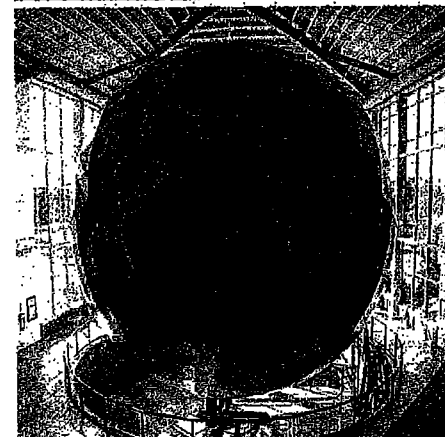
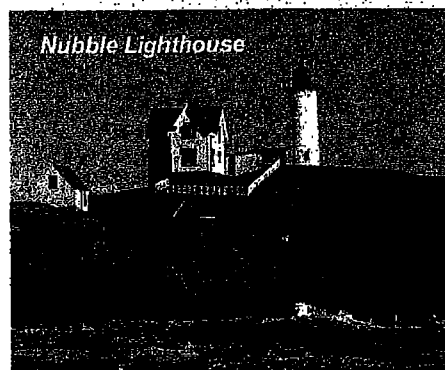
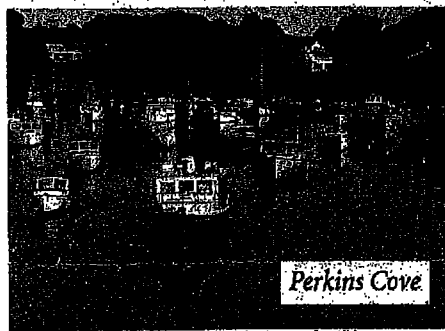
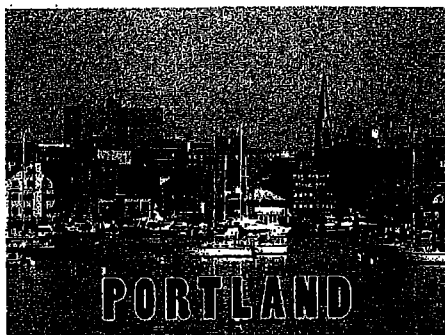
Additional expenses will include: bottled water and snacks for the trip. Snacks would include: fruit, cookies, candy
 Estimate: 2 bottles per person per day for 3 days = 240 bottles for 40 guests 10 cases @ \$5/case= \$50

MAINE

Featuring Tours of Portland & Kennebunkport

4 DAYS - 3 NIGHTS
SEPTEMBER 26 - 29, 2022

\$ Per Person
Double Occupancy



PACKAGE INCLUDES:

- * 3 Nights Lodging
- * 3 Breakfasts
- * 3 Full Course Dinners, including a "Downeast" Lobsterbake Dinner
- * Tour of Portland, including Portland Head Light
- * Perkins Cove
- * Narrated Harbor Cruise of Casco Bay
- * Boothbay Harbor Tour
- * Eartha - Revolving/Rotating Globe
- * Kennebunkport Tour
- * L. L. Bean & Dexter Factory Outlets
- * Nubble Lighthouse
- * Souvenir Gift
- * Luggage Handling
- * Taxes & Meal Gratuities
- * Motorcoach Transportation



Cancellation insurance available upon request; see reverse side.

FOR INFORMATION AND RESERVATIONS CONTACT:

CLIFTON PARK SENIORS
Sue Leonard
6 Clifton Common Ct.
Clifton Park, NY 12065
(518) 383-1343



26 E. Lancaster Avenue, Reading PA 19607 * 610-775-5000 * 800-437-2323 * www.whitestartours.com

White Star Tours Contract

May 5, 2022

Sue Leonard
Clifton Park Seniors
6 Clifton Common Ct.
Clifton Park, NY 12065

Dear Ms. Leonard:

Please accept this contract as official confirmation for one bus to **Maine** departing on **Monday, September 26, 2022** and returning on **Thursday, September 29, 2022**. Our price for this trip is **\$569.00** per person based on double occupancy. The single occupancy rate is **\$768.00**.

#549 triple

The price includes bus transportation based on 35 paying people. Your trip also includes two people free, at the double occupancy rate, with 35 paid passengers. Please stay in touch with us if your numbers dip below 35 people so we can still work with you to make the trip a possibility.

June 30 2022

Please **sign and return one copy of this contract** in the enclosed stamped envelope, along with your \$200.00 deposit, by **Saturday, June X, 2022** to reserve your tour. Keep one copy for your records. Your deposit is fully refundable up to two months prior to departure if your trip is canceled. Send an additional \$25.00 per person deposit by **Tuesday, June 28, 2022**. Final payment is due in our office by **Friday, August 12, 2022**.

If you have any questions regarding this tour, please call our toll-free number at 1-800-437-2323 so we can answer your questions and address your needs. We strive to make your group's trip an exciting and memorable experience. Thank you again for your reservation.

Sincerely,



Dean Kraras
Tour Manager

P.S. Please note that if you decide to include a visit to the Coastal Maine Botanical Gardens, the rate would be an additional \$20 per person.

Resolution No. _____ of 2022, a resolution authorizing the transfer of funds to cover the costs of long arm extensions for the Town's streetlighting project.

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

WHEREAS, an estimated \$550,000.00 was allocated in the adopted 2022 budget line A-5182-200 (Street Light Purchases), and

WHEREAS, Executive Electric, subcontractor to Siemens Industrial, as the installation contractor for the newly acquired lights, has identified 8 National Grid poles which have been moved, replaced, or otherwise changed since the original audit was prepared, and for which the "ARM" for street light attachments have been removed, and

WHEREAS, Executive Electric has advised the Town that it will need installation of long arm extensions and wiring to complete the streetlight project in an amount not to exceed \$14,190.00, to be paid from A-5182-200; now, therefore be it

RESOLVED, that the Supervisor is authorized to accept the quote in the amount not to exceed \$14,190.00 and the comptroller is authorized to transfer \$14,190.00 from A-1990-15 (Contingency Fund) to A-5182-200.

TOWN SUPERVISOR

Phil Barrett

P.O. No.

TOWN OF CLIFTON PARK

ONE TOWN HALL PLAZA
CLIFTON PARK, NEW YORK 12065
(518) 371-6651 - FAX (518) 371-1136
STANDARD VOUCHER

must be included for payment.

COMPTROLLER USE ONLY

CLAIMANT'S

Executive Electric, LLC

NAME

Name

petercoyne@executivegroupinc.com

AND

Federal ID or Social Security Number

5 Shuler Street

ADDRESS

Street

Amsterdam, NY 12010

City & State

Zip

Form with fields: DATE, CHECK NUMBER, FUND, APPROVED BY, VOUCHER NO.

Table with 4 columns: Dates, Invoice, Description of Materials or Service, Claimed. Includes entries for 6/6/2022 with invoice quo260 and amounts \$13,670.00 and \$520.00.

CLAIMANT'S CERTIFICATION

I, certify that the above account in the amount of \$ 14,190.00

is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

6/7/2022

DATE

SIGNATURE

TITLE

SPACE BELOW FOR USE OF TOWN OFFICES ONLY

Table with 3 columns: Account Description, Amount, PAYMENT APPROVAL BY. Includes handwritten entry 'A-5182-200' and amount '\$ 14,190.00'.

Executive Electric LLC
 5 Shuler Street
 Amsterdam, NY 12010
 peterconyne@executivegroupinc.com
 executivegroupinc.com

Estimate



ADDRESS
Town Of Clifton Park 1 Town Hall Plaza Clifton Park, NY 12065 United States

SHIP TO
Arm Replacement Town Of Clifton Park 1 Town Hall Plaza Clifton Park, NY 12065 United States

ESTIMATE #	DATE	EXPIRATION DATE
QUO260	03/31/2022	04/07/2022

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Electrical Services	Installing 8 new 8' long arms on National Grid Poles where they were before. Included in price is all hardware and labor to install arm and materials and labor to bug onto National Grids secondary lines.	1	11,560.00	11,560.00
	Electrical Services	Installing 8 new 10' long arms on National Grid Poles where they were before. Included in price is all hardware and labor to install arm and materials and labor to bug onto National Grids secondary lines.	1	13,670.00	13,670.00
	Electrical Services	Installing of new wiring and Liq tite on pole	1	520.00	520.00
	Electrical Services	Installing of 8 new LED Streetlight heads Included in Streetlight Project with Siemens. All labor and materials to do install of light and install of duel inline fuse	1	0.00	0.00

Lead Times to follow, as of now we are looking into Mid May.

This has two different options 8' or 10'.

SUBTOTAL	25,750.00
TAX	0.00
TOTAL	\$25,750.00

Accepted By

Accepted Date

Thank you for your business. We look forward to serving you again.

Meg Springli

From: Tom McCarthy <TMcCarthy@cliftonpark.org>
Sent: Wednesday, March 16, 2022 9:49 AM
To: Phil Barrett
Subject: FW: [EXTERNAL] FW: Locations of Poles with Missing Arms

So this is another piece where Grid says what's theirs is theirs and what's ours is negotiable. Yes, the sale was as is, but we paid for a certain number of poles, and we expected those poles to have arms for lights. If they don't have arms, they can't have lights...so why did we pay for 605 lights if we only got 594?

It is a \$2100 item, maybe not worth holding up the completion of the punchlist for. But perhaps we could preserve a right to pursue it for a monetary adjustment at a later date along with the other "global" issues we have with Grid.

From: Gresens, Scott C. <Scott.Gresens@nationalgrid.com>
Sent: Wednesday, March 16, 2022 9:27 AM
To: Tom McCarthy <TMcCarthy@cliftonpark.org>
Subject: RE: [EXTERNAL] FW: Locations of Poles with Missing Arms

Hi Tom,

We are still doing some further investigation, but this is what I am getting preliminarily. Joe Pallone has been manually tracking Street Light Billing, Inventory and now Sales for years.... He's a wealth of information, however a lot of it is a manual, slow and painful process.

Below he did some research on the poles in question. Looking at Google Maps, you can see there was a light there in 2016, but then removed sometime before 2019. Admittedly, are records aren't the best. Storms come through, car accidents happen, updates are made, and lots of times lights do not get re-hung. That's also the reason we do full audits on a regular basis. We try to keep current with the books, but it's a very dynamic system.

I have also spoken to others in our street light department and they are all telling me these Street Light sales are "as is." So even though our books, billing, and other paper documents might say one thing, what's in the field is what matters.

Joe is going to immediately stop the billing on these 5 lights.

I know this isn't the best news, but all of these street light sales have had similar glitches or issues. If you would like to talk about this or any other matters, I am available all day.

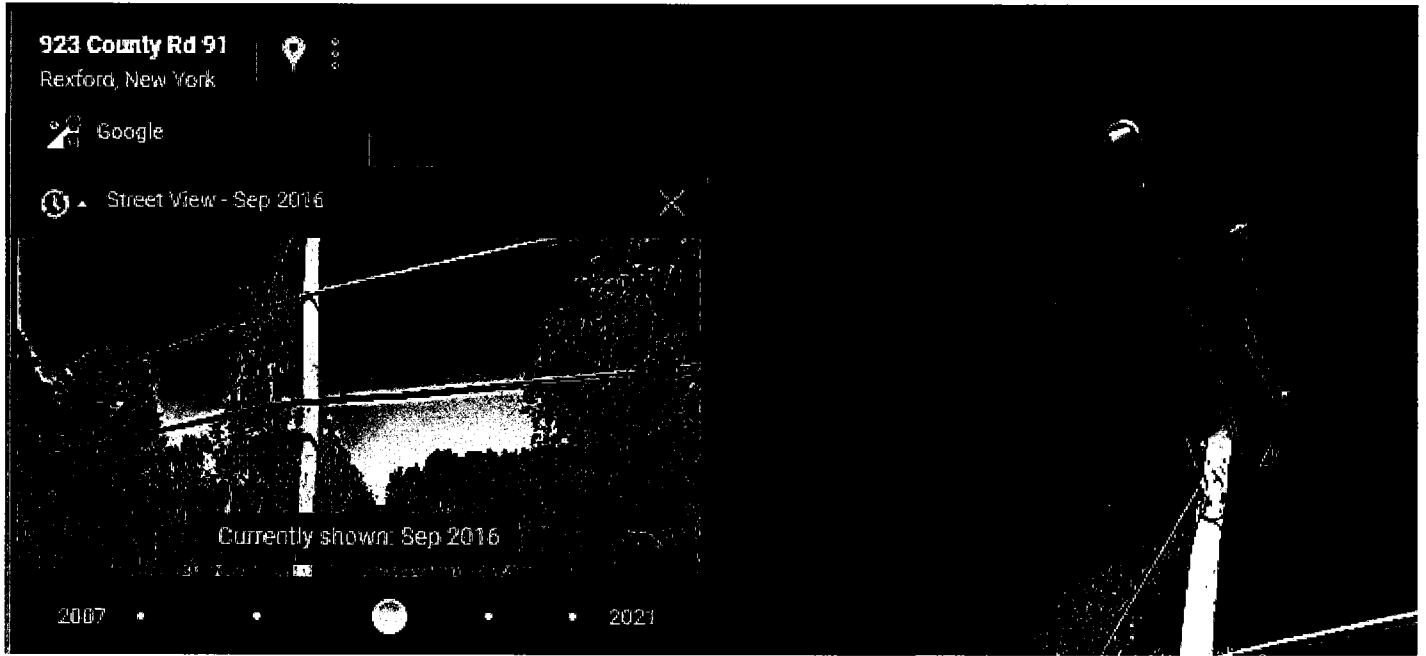
Thanks!

Here is Joe's response:

I looked up all five on Google Maps (that sometimes helps me with Rate Consultant issues). The first three all have the same problem, they WERE removed in the field prior to the sale and we can prove it with the maps.

Below is the first one on the list. First picture from Google Maps is 2016, second is from 2019. You can see we replaced the pole sometime between 2016 and 2019 and never replaced the light. So we can prove there were no arms on those poles at the time of the sale.

The last two will require a field check. I'll run out and take a look but I have a feeling we replaced the pole at one point and never stopped the billing. So I'll let you know on them.



Scott C. Gresens

Account Manager – Eastern Division
Community and Customer Management
nationalgrid

O: 1.518.433.3322

C: 1.518.466.8072

scott.gresens@nationalgrid.com

North Albany, 3rd Floor, 1125 Broadway, Menands NY 12204

nationalgridus.com | [Twitter](#) | [LinkedIn](#) | [Facebook](#)



<http://www.nationalgridus.com/project-c>

From: Tom McCarthy <TMcCarthy@cliftonpark.org>
Sent: Friday, March 11, 2022 2:43 PM
To: Gresens, Scott C. <Scott.Gresens@nationalgrid.com>
Subject: [EXTERNAL] FW: Locations of Poles with Missing Arms

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe. If you suspect this email is malicious, please use the 'Report Phish' button.

Scott,
I am following up on the below email. We still have not gotten any explanation as to why these poles have missing arms, and our electrical contractor/installer is looking to close out the punchlist. Can you advise what can be done to bring this to closure?

T McCarthy
Town Attorney

From: Tom McCarthy
Sent: Monday, February 7, 2022 11:07 AM
To: scott.gresens@nationalgrid.com
Subject: Locations of Poles with Missing Arms

Scott,
Per our conversation, attached is a list of 5 locations where our installer found poles with missing Arms when they did the installs this Fall-Winter.
Per the inventories that were agreed upon back in 2019, these locations were listed as complete, so the poles were either relocated or replaced without arms after that.

Can you ask Joe Pallone or other appropriate staff to track them down and determine when or why the poles were moved or replaced without the Arms attached?

I can be reached at 518 348-7352 if you need additional information.

Thank you for your help.

Tom McCarthy
Town Attorney

This e-mail, and any attachments are strictly confidential and intended for the addressee(s) only. The content may also contain legal, professional or other privileged information. If you are not the intended recipient, please notify the sender immediately and then delete the e-mail and any attachments. You should not disclose, copy or take any action in reliance on this transmission.

You may report the matter by contacting us via our [UK Contacts Page](#) or our [US Contacts Page](#) (accessed by clicking on the appropriate link)

Please ensure you have adequate virus protection before you open or detach any documents from this transmission. National Grid plc and its affiliates do not accept any liability for viruses. An e-mail reply to this address may be subject to monitoring for operational reasons or lawful business practices.

For the registered information on the UK operating companies within the National Grid group please use the attached link: <https://www.nationalgrid.com/group/about-us/corporate-registrations>

Resolution No. _____ of 2022, a resolution appointing a Hearing Officer pursuant to Civil Service Section 75.

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

WHEREAS, on April 27, 2022, the Supervisor served a Notice of Discipline upon a Town employee, alleging incompetence arising from neglect of job duties, and

WHEREAS, on May 5, 2022, the employee so noticed served an answer, through counsel, demanding a hearing on the charges, and

WHEREAS, the Supervisor has referred the charges to the Town Board for action, now therefore, be it

RESOLVED, that pursuant to Section 75 of the New York state Civil Service Law, the Board hereby appoints Carolyn George, Cooper Erving, as hearing Officer to conduct a full hearing on the disciplinary charges, to make a record, and to make recommendations to the Board for disposition on the charges so made.



Carolyn B. George

OF COUNSEL

Albany, New York

Phone: 518-449-3900 | 888-352-3751

Fax: 518-432-3111

cgeorge@coopererving.com

Overview



Recently honored as a “trailblazer” by the Albany Law School pioneering women oral history project, Carolyn B. George has been practicing law for over 40 years, always in the field of personal injury and insurance coverage. She is a tireless advocate for persons who have been injured as a result of the negligence of others, specifically, motor vehicle accidents, slip and falls, and dog bites. Carolyn was a partner at a prominent Capital District law firm for more than 12 years where she tried numerous cases to verdict before joining Cooper Erving and Savage LLP of counsel in 2019.

Carolyn has 30 years’ experience working on the defense side, including a total of 13 years as in-house counsel for 2 large insurance companies. Her experience with the nuances of how insurance companies handle cases, and the tactics they use to avoid paying injured persons the money they deserve, enhances her skills at settling and trying cases. She is proficient in analyzing insurance policies and is frequently asked to present continuing legal education to other lawyers in the field of insurance coverage.

Practice Areas



- Motor vehicle accidents, slip and fall accidents, injuries resulting from dog bites
- First and Third Party insurance claims including UM/SUM and property damage
- Long term care insurance coverage and litigation
- Contract Litigation

Education & Admissions



EDUCATION

- **University of Syracuse College of Law, Syracuse, New York**
Juris Doctor
- **LeMoyne College, Syracuse, New York**
B.A., Bachelor of Arts *cum laude*

BAR ADMISSIONS

- New York, 1979
- U.S. District Court Northern District of New York, 1981
- U.S. District Court Southern District of New York, 2008
- U.S. Court of Appeals 2nd Circuit, 1983

Representative Cases

- *Sprung v MTR Ravensburg, Inc.*, 99 NY3d 468 (2003)
- *Ingarra v General Accident*, 273 AD2d 733 (3d Dept., 2000)
- *Cancellaro v Shults*, 43 AD3d 1142 (3d Dept., 2009)
- *Dewey v Town of Colonie*, 53 AD3d 1142 (3d Dept., 2008)
- *Life Covenant Church v Town of Colonie*, 2017 WL 4081907 (N.D.N.Y., 2017)
- *Firetree v Town of Colonie*, 2012 WL 4793474 (N.D.N.Y., 2012)
- *Lyons v Cold Brook Plaza*, 268 AD2d 659 (3d Dept., 2000)
- *Ramos v Baker*, 96 AD3d 930 (2d Dept., 2012)


Professional Associations and Memberships

- Albany County Bar Association


- New York State Bar Association
- Capital District Trial Lawyers Association

Speaking Engagements


- Spring 2001: Residential & Commercial Insurance – Concerns & Advanced Iss
- Spring 2003: Practical Skills – Basic Tort & Insurance Law Practice
- Spring 2006: Commercial Lines: Coverage for the Construction Defect Claim
- Spring 2007: Insurance Coverage Update: Focus on First Party Coverage Issues
- May 2008: Can the Commercial General Liability Policy Survive?
- September 2008: Keeping Current with Automobile Litigation
- June 2009: Additional Insured Coverage: Hot Topics & Critical Issues
- November 2009: Handling Tough Issues in a Plaintiff's Personal Injury Case
- May 2010: Practical Skills – Basic Tort and Insurance Law Practice
- June 2010: Insurance Coverage Update: Commercial General Liability Policy Emerging Issues for the Next Decade
- May 2011: Insurance Coverage Update: What Every Practitioner Needs to Know
- April 2012: Practical Skills – Basic Tort and Insurance Law Practice
- Spring 2012: Handling Tough Issues in a Plaintiff's Personal Injury Action
- May 2012: Advanced Insurance Coverage
- March 2015: Premises Liability: What You Need to Know in New York
- July 2016: Mock Trial
- December 2016: Labor Law Claims, Coverage and Litigation
- May 2017: Updates and Hot Trending Topics Affecting Insurance Coverage
- September 2017: "Law School for Insurance Professionals"

- May 2018: Insurance Coverage Update 2018: A Glimpse Forward and a Glance 
- June 2019: Handling Tough Issues in a Plaintiff's Practice

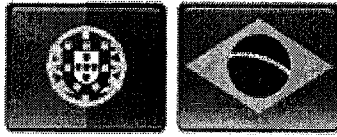
Pro Bono Activities

- Coach, Albany High School Mock Trial Team
- Chair, Lawyer Referral Service, Albany County Bar Association 
- Volunteer, Albany County Bar Association Lawyer-for-the-Day Program
- Former Member, New York State Character and Fitness Committee, Third Judicial Department

Recognition

- Albany Law School Gabrielli Award 2004 and 2009
 - One of four women appointed for the Third Judicial Roster of Neutrals out of 41 appointments
 - Selected as a "Trailblazer" for the Albany Law School pioneering women oral history project 2018
 - Super Lawyers Upstate New York Edition – Trial Practice since 2013
 - AV rating by Martindale-Hubbell
 - Avvo Top-Rated Lawyer 2020
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Toll Free: 1-888-254-8448



Falamos Português

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[Map & Directions](#)

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