

TOWN OF CLIFTON PARK TOWN BOARD MEETING

June 12, 2023

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

 ONLINE BOARD MEETINGS

- 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**
 - **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 12, 2023

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Highway	Authorize the hiring of Joshua Agans as Motor Equipment Operator	D. Bull
2. Highway	Authorize residents of Country Knolls to hold a block party on their cul-de-sac on Glenwood Drive on August 19,2023	D. Bull
3. Buildings & Grounds	Authorize amendment of Transfer Station Permit Fees	P. Barrett
4. Buildings & Grounds	Authorize the purchase of a new 40-yard steel roll off garbage container for the Clifton Common	P. Barrett
5. Planning	Authorize the Supervisor to sign Supplemental Agreement #1 with Greenman Pedersen, Inc for a Transportation Improvements Program (TIP) Grant Project	P. Barrett
6. Road Dedication-Town Board	Authorize the acceptance of roads, drainage easements, open space parcel and sidewalk parcels in the Honey Hollow Farm subdivision	P. Barrett
7. Supervisor	Accept dedication of a thirty (30) foot strip of land between 24 Crown Point and 26 Crown Point	P. Barrett
8. Town Board	Authorize payment of residents' claim for property damage	P. Barrett
9. Town Board	Authorize appointment of Todd Hess as Chair of the IDA	P. Barrett

Resolution 1

Resolution No. _____ of 2023, a resolution authorizing the Superintendent of Highways to hire Joshua Agans as a Motor Equipment Operator (MEO) in the Highway Department.

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

WHEREAS, after the resignation of Donald Springel, an opening exists in the Highway Department for a MEO, and

WHEREAS, Superintendent of Highways, Dahn Bull, has recommended the hiring of the following individual:

<u>Name</u>	<u>License Type</u>	<u>Address</u>
Joshua Agans	Class B	Ravena, NY

and,

WHEREAS, Mr. Agans brings over a year of experience in a Highway Department, has experience plowing, painting crosswalks, and street sign placement and has a Class B Driver's License; now therefore, be it,

RESOLVED, that the Town Board authorizes the hiring of Joshua Agans as MEO, at Grade 5, Step 1, at a Salary of \$54,496, at a rate of \$ 26.20/hr., effective at a start date no earlier than Monday, June 19, 2023, and be it further,

RESOLVED, that Mr. Agans be paid at the above-mentioned rate from budget line DA-05110-E0577 (Highway-General Construction-D. Springel), and budget line DA-05142-E0577(Highway-Snow Removal-D. Springel), for the remainder of the calendar year, and be it further,

RESOLVED, that the Comptroller is authorized to transfer funds as detailed in Schedule A, attached.

SCHEDULE A

Town of Clifton Park
Salary Allocation

		Grade	Step	Year	Hourly Rate	2023	Weeks to End of Year	Hours	Projected to End of Year
MEO Joshua	Agans effective 6/19/2023	5	1	1	26.20		28	40	\$ 29,344.00
									Rounded to: <u>\$ 29,344.00</u>
Transfer funds from:									
	Highway Fund - General Construction - D Springel					21 weeks	DA-05110-E0577		<u>\$ 22,008.00</u>
	Highway Fund - Snow Removal - D Springel					7 weeks	DA-05142-E0577		<u>\$ 7,336.00</u>
Transfer to:									
	Highway Fund - General Construction - Emp'ee						DA-05110-Exxxx		<u>\$ 22,008.00</u>
	Highway Fund - Snow Removal - Emp'ee						DA-05142-Exxxx		<u>\$ 7,336.00</u>

RESOLUTION

#2

Resolution No. _____ of 2023, a resolution authorizing the residents of the cul-de-sac of Glenwood Drive in the Country Knolls Subdivision to conduct a block party on August 19th, 2023.

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

WHEREAS, the residents of the Country Knolls Subdivision plan to conduct a block party within the subdivision on August 19th, 2023, from 12:00 P.M. to 10:00 P.M. and have requested permission to use the cul-de-sac of Glenwood Drive to Morningside Drive, for their party activities; now, therefore be it

RESOLVED, that the Town Highway Superintendent recommends that the request be approved for the use of a portion of Glenwood Drive, August 19th, 2023, from 12:00 P.M. to 10:00 P.M. for party activities, so long as those activities do not block off the streets, and allow emergency vehicles access to the street if needed, and be it further

RESOLVED, that the residents shall be responsible for all clean-up activities on town property or on the street right-of-way resulting from the social activity; and be it further

RESOLVED, that a copy of this resolution be sent to the applicable fire department, the ambulance corps., the sheriff's department, and the state police informing these organizations of the event.

Cynthia, Zlogar

From: noreply
Sent: Friday, May 26, 2023 11:25 AM
To: Cynthia, Zlogar; Dahn Bull
Cc: Jean, Spiegel; Phil Barrett; Mark Heggen; Tom McCarthy; Lynda Walowit; Anthony Morelli; Agatha, Reid; Christopher, O'Hara
Subject: Resolution Request for TB Meeting: 06-05-2023 or The Following Meeting Highway Department
Attachments: 6470cf374234f-Resolution request for Glenwood Drive Block Party..docx; 6470cf374252c-Glenwood Drive Block Party Request Email.pdf

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

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. Morelli, D. Bull, etc.): **D. Bull**

Requested Meeting Date: **06-05-2023**

Alternate Date **The Following Meeting**

Brief Description: **A resolution authorizing the residents of Glenwood Drive to host their annual block party on August 19th 2023 from 12pm-10pm.**

Budget #: **N/a**

Budget Description: **N/a**

\$ Amount: **N/a**

Procurement Policy, please describe. **N/a**

Additional Comments/Details: **None at this time.**

Dahn Bull

From: Meghan Chapin <meghanchapin@hotmail.com>
Sent: Friday, May 19, 2023 11:09 AM
To: Dahn Bull
Subject: Block Party Permit Request

Good Afternoon Dahn,

I am inquiring about a permit for my neighborhood's annual block party. We typically get about 40 people spread throughout our cul-de-sac on Glenwood Dr. We are requesting the permit for August 19th 2023 from 12p-10p. Please let me know what additional information I need to provide. Thank you in advance for your help.

2019

All the best,
Meghan Chapin

Get [Outlook for Android](#)

From: Dahn Bull <DBull@cliftonpark.org>
Sent: Wednesday, July 7, 2021, 10:39 AM
To: Meghan Chapin <meghanchapin@hotmail.com>
Subject: RE: Block Party Permit Request

Good Morning Meghan,

We're all set! Resolution 168 of 2021 will let you close the road. All that we need to make sure is that one lane remain open and free of tables, activities, etc. so in the event an emergency, emergency vehicles can get through. I am sending the attached memo to our law enforcement dispatch as well so they are familiar with what's happening if there is an emergency.

If you have any questions, please shoot me an email!

Sincerely,

Dahn S. Bull
Superintendent of Highways
Town of Clifton Park
639 Clifton Park Center Road
Clifton Park, NY 12065
Tel: (518) 371-7310
Fax: (518) 373-0039
dbull@cliftonpark.org

From: Meghan Chapin <meghanchapin@hotmail.com>
Sent: Monday, June 28, 2021 7:53 PM
To: Dahn Bull <DBull@cliftonpark.org>
Subject: Re: Block Party Permit Request

RESOLUTION

#3

Resolution No. _____ of 2023, a resolution adopting a local law amending permit fees for the Town Transfer Station.

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

WHEREAS, Section 97-3 (A & B) of the Town Code contains the fee schedule for residents wishing to use the transfer station by permit, and

WHEREAS, on June 5, 2023 the Town Board held a public hearing on a proposal to adjust the prorated permit fees, alternative permit holder fees and the number of allowable card punches per permit, and

WHEREAS, The Transfer station provides efficient and effective service for the drop of household garbage, bulk items as well as a wide variety of recyclables, now therefore, be it

RESOLVED, that the Town Board adopts Local Law No. ____ of 2023, attached, adjusting the _____, as attached, and be it further

RESOLVED, that the permit fee schedule is amended, as attached, and that the Transfer Station and Town Clerk are authorized to publish the attached schedule.

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

§ 97-3 Permit fees, entitlements and regulations.

[Amended 5-24-1993 by Ord. No. 1-1993; 3-21-1994 by Ord. No. 1-1994; 3-20-1995 by L.L. No. 4-1995; 4-6-1998 by L.L. No. 2-1998; 4-1-2002; 6-2-2008 by L.L. No. 4-2008; 2-27-2012 by L.L. No. 4-2012]

A. The fee for annual and prorated permits shall be: **[Amended 4-7-2014 by L.L. No. 2-2014; 4-2-2018 by L.L. No. 2-2018]**

(1) May 1 to April 30:

(a) Annual primary permit: \$100. **[Amended 4-6-2020 by L.L. No. 2-2020]**

(b) Senior citizen permit: \$50. **[Amended 4-6-2020 by L.L. No. 2-2020]**

(c) Social security disability or disabled American veteran permit: \$45. **[Amended 4-6-2020 by L.L. No. 2-2020]**

(d) Two punch cards consisting of [104] **100 punches.**

(e) The nonresident permit fee shall be \$150. Annually. **[Added 5-20-2019 by L.L. No. 6-2019]**

(2) **[These fees shall be prorated for purchase throughout the year by reducing the primary permit by \$10 each quarter, on August 1, November 1, and February 1 of each year.]These fees shall be reduced to ½ price on November 1 of each year. [Discounted permits for senior citizens and for social security disability and disabled American veterans shall be reduced by \$5 each quarter on the same schedule.]**

[(3) The permit sticker fee for additional vehicles registered at the same address as the primary permit holder shall be \$5 per vehicle for a limit of two permit stickers in addition to the primary permit per address.]

B. Punch cards; bag deposit.

(1) Upon purchase of the annual primary permit, each purchaser shall receive **one punch card consisting of 100 punches or** two punch cards consisting of **[52] 50** punches per card. Each punch shall entitle the owner of the primary permit to deposit one thirty-six-gallon bag of refuse or its equivalent.

(2) In the alternative, a primary permit holder may opt to pay **[\$1] 2** for the deposit of a thirty-six-gallon bag or its equivalent at the convenience transfer station. **[Amended 4-20-2015 by L.L. No. 5-2015]**

C. Such permit must be exhibited upon demand to the attendant duly designated to be in charge of said public convenience transfer station or to any other person duly authorized by the Town Board.

D. A permittee whose permit has been suspended or revoked may have a hearing before the Town Board in connection with such suspension or revocation upon notifying the Town Clerk, in writing, of his desire for such hearing.

E. The Town Board may authorize the publication and posting of a fee schedule for individual bulk items and may authorize adjustments to the Bulk Item Fee Schedule by resolution. **[Added 4-6-2020 by L.L. No. 2-2020]**

Resolution 4

Resolution No. _____ of 2023, a resolution authorizing the purchase of a replacement 40-yard steel roll off garbage container for the Clifton Common.

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

WHEREAS, Daniel Clemens, Director of Buildings, Parks, and Recreation, has requested authorization to purchase a replacement steel roll off garbage container for the existing container that has worn out and is deemed no longer repairable, and

WHEREAS Wastequip, 1079 State Route 20, New Lebanon, NY, has the replacement garbage container per the attached quote, at a total cost not to exceed \$7,428 for purchase, and

WHEREAS, Mr. Clemens has recommended purchasing the garbage container from Wastequip as supplier, based on their lowest responsive quote for the equipment; now, therefore, be it

RESOLVED, that the Town Board hereby authorizes the Buildings & Grounds Department to purchase the replacement 40-yard steel roll off garbage container for the Clifton Common from Wastequip, in a total amount not to exceed \$7,428, from A-7112-200 (General Fund – Clifton Common – Equipment).

Cynthia, Zlogar

From: noreply
Sent: Tuesday, June 6, 2023 11:53 AM
To: Cynthia, Zlogar; Dan Clemens
Cc: Jean, Spiegel; Phil Barrett; Mark Heggen; Tom McCarthy; Lynda Walowit; Anthony Morelli; Agatha, Reid; Christopher, O'Hara
Subject: Resolution Request for TB Meeting: 06-12-2023 or June 20th Buildings & Grounds
Attachments: 647f5656d29c0-40 yard box for common packet 6.6.23.pdf

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

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. Morelli, D. Bull, etc.): **P.Barrett**

Requested Meeting Date: **06-12-2023**

Alternate Date **June 20th**

Brief Description: **purchase a new 40 yard steel roll off garbage container for clifton common from Wastequip**

Budget #: **A-7112-200**

Budget Description: **Clifton Common - Equipment**

\$ Amount: **\$7,428.00**

Procurement Policy, please describe. **purchase**

Additional Comments/Details: **This box stays at the common year round. The one there is worn right out.**

The door will not secure properly to make it down the road to dump it.

Town of Clifton Park
Buildings & Grounds

Quote Cover Sheet

Date: June 6, 2023

Description: 40 yard roll off garbage box for the common

Vendor #1: Wastequip - \$7,428.00

Vendor #2: Valley Enterprise Container, LLC. - \$8,7400.00

Vendor #3:

Vendor #4:

Vendor #5:

Vendor #6:

Comments:

Decision: Wastequip - \$7,428.00



1079 State Route 20, New Lebanon, NY, 12125

PHONE: 800-235-0734 FAX: 518-794-6319

WQ-10274761



Awarded Contract

Contract # 040621-WQI

Sell To:

Bill To Name	Town of Clifton Park	Ship To Name	Town of Clifton Park
Bill To	217 Vischer Ferry Rd Rexford, NY 12148-1620 USA	Ship To	1079 State Route 20 New Lebanon, NY 12125 USA
Phone	(518) 888-4779		

Quote Information

Salesperson	Tom Nero	Created Date	5/22/2023
Salesperson Email	tnero@wastequip.com	Expiration Date	6/21/2023
Salesperson Phone	(518) 320-5851	Quote Number	WQ-10274761

Please Reference Quote Number on all Purchase Orders

Product	Product Description	Selected Option	Quantity	Sales Price	Total Price
Container - NY - 206742NE	40 Cubic Yard Standard Duty Rectangle Roll Off Container 22' Long - Floor: 7 gauge with 3" structural channels on 18" centers and 6" x 2" x 3/16" Structural Tubing Main Rails, Walls: 12 gauge with side columns on 24" centers and 3" x 4" x 11 gauge Top Rails, Primed and Painted any Standard Color	Color: Dark Green	1.00	\$7,428.00	\$7,428.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$7,428.00
Shipping Terms	CPU (Customer Pick Up)	Shipping	\$0.00
		Tax	\$594.24
		Grand Total	\$8,022.24

Special Instructions

Special Instructions Wastequip delivery would be \$775

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation



1079 State Route 20, New Lebanon, NY, 12125
 PHONE: 800-235-0734 FAX: 518-794-6319
 WQ-10274761



Awarded Contract

Contract #040621-WQI

and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Special Contract Information Sourcewell-Pricing & Product offerings are based on the Sourcewell Co-Operative Contract with Wastequip, LLC (#040621-WQI. eff. 06/02/2021) and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (& related) changes may occur at any time with proper documentation, & subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

Valley Enterprise



Containers, LLC

111 Eagleville Road
 PO Box 230
 Blanchard, PA 16826

Phone: (888) 995-8199
 Fax: (570) 584-0250
 Email: dumpstersales@comcast.net

Quotation

Company:	Town of Clifton Park
Attention:	Daniel Clemens
Address:	
	Clifton Park, NY 12065
Phone:	(518) 371-6651
Fax:	
Email:	DClemens@cliftonpark.org

Quote #:	8929
Date:	5-23-23

Quantity	Description	Unit Price	Total
1	22' - 40 yard roll-off container (standard specifications)	\$7,390.00	\$7,390.00
	Color: Green		
	Delivery: 14-16 weeks		
		Shipping	\$1,350.00
		Subtotal	\$8,740.00
		Tax	\$0.00
		Total	\$8,740.00

I authorize Valley Enterprise Container to build this quote to the above specs: _____
 (Authorized Signature)

Prices subject to change with market steel prices.

Quotation prepared by: Bob Bower

Resolution 5

Resolution No. _____ of 2023, a resolution authorizing a supplemental agreement with Greenman-Pedersen Inc Engineering (GPI) for the Rt. 146 & Rt. 146A Bicycle and Pedestrian Access Improvements Project.

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

WHEREAS, by Resolution No. 82 of 2022, the Town Board approved an engineering construction and design contract with GPI for design services related to a Bicycle and Pedestrian Access Improvement Grant and Project at Rt 146 & Rt 146A, and

WHEREAS, the Project is intended to include new curbing and sidewalk and 10-foot-wide multi-use path on NY 146 northside; 10-foot-wide multi-use path on east side of Vischer Ferry Road (CR90) and new rectangular rapid flashing beacons at two intersections; pedestrian countdown timers with push buttons at NY 146 and School Drive; bicycle lane symbols on NY 146 shoulders, and

WHEREAS, GPI has identified potential ROW acquisitions and related incidental expenses estimated at up to \$63,503 to advance the project, and

WHEREAS, the Town Board wishes to advance the project and to authorize a supplemental agreement with GPI Engineering for additional design services related to Right of Way (ROW) incidentals and ROW acquisition for the project; now, therefore be it

RESOLVED, that the Town Board authorizes the implementation, and funding in the first instance of a supplemental agreement with GPI Engineering in an amount not to exceed \$63,503, to be paid from H62-07629-00015 (Capital Project Route 146 & 146A Trail- Trail Contractual- Other Contractual), and be it further

RESOLVED, that the Supervisor is authorized to sign Supplemental Agreement #1, attached.

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

Cynthia, Zlogar

From: Tom McCarthy
Sent: Thursday, May 18, 2023 2:31 PM
To: Cynthia, Zlogar
Subject: FW: ROW Phase for 146 & 146 Bike/Ped Improvements - PIN 1085.48 TIP
Attachments: Memo to TB requestings SA-ROW for NY 146 & NY 146A bike ped_3-28-23.docx; 108548_ROW Supplemental Agreement.pdf

I think the pedigree for this starts with res. 82 of 2022. Get ready for a resolution to approve this "supplemental agreement," one of about 11 which will take place over the next 3-4 years.

From: Jennifer Viggiani <JViggiani@cliftonpark.org>
Sent: Thursday, May 18, 2023 2:21 PM
To: Phil Barrett <PBarrett@cliftonpark.org>; Anthony Morelli <AMorelli@cliftonpark.org>; Lynda Walowit <LWalowit@cliftonpark.org>; Agatha, Reid <areid@cliftonpark.org>; Christopher, O'Hara <COhara@cliftonpark.org>
Cc: John Scavo <jscavo@cliftonpark.org>; Mark Heggen <mheggen@cliftonpark.org>; Tom McCarthy <TMcCarthy@cliftonpark.org>
Subject: ROW Phase for 146 & 146 Bike/Ped Improvements - PIN 1085.48 TIP

Good afternoon,

We are following up to ensure that the Town Board received this information about the ROW Incidentals and Acquisition Professional Services Agreement for conducting the ROW Phase for the PIN 1085.48 TIP funded project for multi-use trail / sidewalks / bike lane connecting residents in and around the roundabout at 146/146A/Vischer Ferry Road and the heart of town. I think we had drafted this memo, but not previously sent it.

Please see an attached memo from the Planning Department, and the engineering consultant proposal for ROW services (GPI/MJ) for this TIP project.

With your support, we will request a Town Board resolution for one of your meetings in June.

Thank you!

Sincerely,

Jennifer Viggiani
Open Space Coordinator
Town of Clifton Park – Planning Department
One Town Hall Plaza
Clifton Park, NY 12065
www.cliftonpark.org
www.cliftonparkopenspaces.org
518-371-6054

Memo

To: Supervisor and Town Board Members, Comptroller Heggen, Town Attorney McCarthy
From: Planning Department
Re: PIN 1085.48 Clifton Park's NY Rt 146 and Rt 146A Bicycle & Pedestrian and Bicycle Access Improvements
Date: March 28, 2023

At this time the Planning Department is kindly requesting authorization of a Supplemental Agreement for ROW Incidentals & ROW Acquisition for the next step in the NY 146 and NY 146A Bicycle & Pedestrian and Bicycle Access Improvements Project. This is a locally administered, federal-aid project. This project as the recipient of federal/state funding, is under the review and authorization of NYS Department of Transportation.

The Town of Clifton Park's local project to improve pedestrian and bicycle infrastructure in the vicinity of Rt 146 and Rt 146A, and Vischer Ferry Road, is well underway in the design phase with consultants, GPI, under an existing contract the town board authorized in June 2022.

This project is on the Capital District Transportation Committee's (CDTC) Transportation Improvements Project (TIP) as project value of \$1.319 million for design and construction. For design and construction, it is the recipient of an 80% federal funding (reimbursement) with 20% local funding match. The town pays for TIP projects in the first instance, and then, will be reimbursed by the State of New York.

GPI has done surveying work and preliminary layout of the multi-use trail and sidewalk routes. Largely the project is in the NYS DOT Right-of-Way, with also some sections along Saratoga County Right-of-Way along a small project section along Vischer Ferry Road. However, there are some small Right-of-Way acquisition needs. GPI has provided a Supplemental Agreement for ROW incidentals and ROW acquisition, totaling a budget of a maximum amount of \$63,502.70. The costs may be less if ROW acquisition is less.

The project includes the following pedestrian and bicycling infrastructure improvements: new curbing and sidewalk and 10-foot-wide multi-use path on NY 146 northside; 10-foot-wide multi-use path on east side of Vischer Ferry Road (CR 90) and new rectangular rapid flashing beacons at two intersections; pedestrian countdown timers with push buttons at NY 146 and School Drive; bicycle lane symbols on NY 146 shoulders. Please see location map of proposed improvements, below.



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

Prepared for Planning Department Only
Data provided by GIS GIS Group/MapInfo &
Carter Staff/Parsons

Legend

	Road Type
	Local
	County
	Interstate
	State
	US

Proposed Paths

	Proposed Bike Path
	Proposed Multi-Uses Path
	Proposed Sidewalk

North Arrow

0 50 100 Feet

November 16, 2018

January 20, 2023

via email

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

**Re: PIN 1085.48 – NY Route 146 & 146A Bicycle and Pedestrian Access Improvements
Town of Clifton Park, Saratoga County New York
GPI Proposed Right-of-Way Scope and Fee
GPI Job No. ALB 2200115.00**

Dear Mr. Scavo:

Enclosed for your review and approval is the Right-of-Way Acquisitions and Incidentals Supplemental Scope of Services and Cost associated with the above referenced project. This document consists of the proposed supplemental scope of services and break down of staff hours and rates. The maximum amount payable under this supplemental is as follows:

Right-of-Way: \$63,502.70

Should you have any questions regarding the enclosed information or require any additional information, please feel free to contact me at (518) 898-9568 or tyce@gpinet.com.

Very truly yours,
GREENMAN-PEDERSEN, INC.



Tyler J. Vyce
Project Engineer

Enc.

**PIN 1085.48 – NY Route 146 & 146A Bicycle and Pedestrian Access Improvements
Town of Clifton Park, Saratoga County New York**

**Architectural/ Engineering
Consultant Agreement**

PIN (s) 1085.48 Municipal Contract No. _____

Agreement made this ____ day of _____ by and between

Town of Clifton Park

Having its office located at One Town Hall Plaza, Clifton Park, NY 12065
(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 **PIN 1085.48 – 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"** – Scope of Services and Fee

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS.

2.1 The CONSULTANT shall render services and furnish materials and equipment necessary to provide the Town with construction inspection and construction support services more specifically described in Attachment "A"

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. 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".

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.

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3.1 Cost Plus Fixed Fee Method			
	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
Item I	<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 Attachments "B", "C" and "D" of this Agreement, all subject to audit. Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Town. 	<ul style="list-style-type: none"> The CONSULTANT shall be paid in <u>monthly</u> progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment "B", "C" and "D". Bills are subject to approval of the Town and Town 's Representative.
Item II	<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. 	
Item III	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> Salvage value 	

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	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, NYSDOT, and FHWA • For the purpose 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 <u>138%</u>, in all events not to exceed <u>138%</u>, 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 	
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 <u>\$63,502.70</u> 	

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.

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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 in regard to the 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 Town 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 s/he will conduct himself consistent with such status, that s/he will neither hold himself out as, nor claim to be, an officer or employee of the Town by reason hereof, and that

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s/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 s/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 s/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 s/he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing 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

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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 s/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

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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 or disposition 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.

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SIGNATURE PAGE FOLLOWS.

**PIN 1085.48 – NY Route 146 & 146A Bicycle and Pedestrian Access Improvements
Town of Clifton Park, Saratoga County New York**

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

Reference: Town Contract # _____

Pursuant to Resolution No. _____ for 2023, Adopted _____, 2023

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

Notary Public, _____, N.Y.

Attachment A
Architectural/ Engineering Consultant Agreement
Project Description and Funding

PIN: 1085.48

Term of Agreement Ends: December 31, 2023

BIN: N/A

- Main Agreement
 Amendment to Agreement # _____
 Supplement to Agreement # _____

Phase of Project Consultant to work on:

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

Dates or term of Consultant Performance: _____ through _____

Start Date: January 30, 2023

Finish Date: December 31, 2023

PROJECT DESCRIPTION:

PIN 1085.48 – NY Route 146 & 146A Bicycle and Pedestrian Access Improvements
Town of Clifton Park, Saratoga County New York

PROJECT LOCATION:

NY Route 146/NY Route 146A/Vischer Ferry Rd in the Town of Clifton Park

Consultant Work Type(s): See Attachment “A” 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:

\$63,502.70

GREENMAN-PEDERSEN, INC.
RIGHT-OF-WAY SCOPE OF SERVICES
SECTION 5

SUMMARY OF RIGHT-OF-WAY SERVICES

This project involves ...

5.01 AUTHORIZATION

Prior to the commencement of right-of-way activities, the **Sponsor** will, if required, provide formal authorization to the **Consultant**.

5.02 REVIEW AND ANALYSIS OF RIGHT-OF-WAY REQUIREMENTS

The **Consultant** will confer with the **Sponsor** to review and discuss the right-of-way acquisition process.

The **Consultant** will undertake an ongoing review and analysis of the right-of-way requirements for the project.

The review may include:

- Preliminary engineering design
- Preliminary right-of-way plans and acquisition maps
- County tax maps
- Municipal zoning regulations and maps
- Aerial photography
- Other pertinent project information

The analysis may include:

- The number of affected parcels
- The zoning classification for each parcel
- Estimated size and type (i.e., fee, permanent easement, temporary easement) of the acquisitions
- Potential impacts on the remainder properties

5.03 PROPERTY OWNER LIST

If required, the **Sponsor** will supply the **Consultant** with a list of property owners and other compensable property interests on a parcel-by-parcel basis.

Because time is of the essence, the **Sponsor** will provide a written response to the **Consultant** within 10 (ten) days of its receipt of each title certification and any title curative effort required.

5.04 TITLE RESEARCH

The **Consultant** will engage a qualified title company to complete title searches (abstracts of title) for properties to be acquired by the **Sponsor**. The title search will determine property title ownership through county tax assessment records and ownership will be verified through examination of the last deed of record.

5.04.1 TEMPORARY EASEMENT TITLES

For the acquisition of temporary easements, the **Consultant** will engage a qualified title company to perform a Last Owner Title Search. The Last Owner Title Search will be the last recorded deed that conveys a full fee interest to the last owner(s) of record.

5.04.2 REAL PROPERTY RIGHTS UP TO \$10,000

For the acquisition of real property rights up to and including \$10,000, the **Consultant** will engage a qualified title company to perform a Last Owner Title Search. The Last Owner Title Search will be the last recorded deed that conveys a full fee interest to the last owner(s) of record. The Last Owner Title Search will not begin with a deed where the grantor and grantee are in some way related without full consideration having been paid.

5.04.3 REAL PROPERTY RIGHTS BETWEEN \$10,001 and \$40,000

For the acquisition of real property rights estimated between \$10,001 and \$40,000, the **Consultant** will engage a qualified title company to perform a Twenty-Year Title Search. The Twenty-Year Title Search will start with a deed that conveys a complete and indefeasible title, which has been executed and of record at least twenty years prior to the title search date. The Twenty-Year Title Search will not begin with a deed where the grantor and grantee are in some way related without full consideration having been paid.

5.04.4 REAL PROPERTY RIGHTS GREATER THAN \$40,000

For the acquisition of real property rights estimated at greater than \$40,000, the **Consultant** will engage a qualified title company to perform a Full Title Abstract. The Full Title Abstract will start with a warranty deed that has been executed and of record at least forty years prior to the title search date.

5.05 TITLE REVIEW AND CERTIFICATION

The **Consultant** will subcontract with an **Attorney** licensed to practice in New York State. The **Attorney** will have experience with real property title certification, the preparation of deeds, easements, and closing papers. The **Attorney** will be knowledgeable about condemnation proceedings under NYS Eminent Domain Procedure Law. The **Attorney** will issue Certificates of Title on all fee and permanent easement property acquisitions. Title insurance will be obtained as required. The **Consultant** will submit the Title Certifications to the **Sponsor**.

5.05.1 REAL PROPERTY RIGHTS UP TO \$10,000

For the acquisition of real property rights up to and including \$10,000, the Consultants **Attorney** will review the Law Owner Title Search and issue a Limited Last Owner Title Certification.

5.05.2 REAL PROPERTY RIGHTS BETWEEN \$10,001 and \$40,000

For the acquisition of real property rights estimated between \$10,001 and \$40,000, the Consultants **Attorney** will review the Twenty-Year Title Search and issue a Limited Twenty-Year Title Certification.

5.05.3 REAL PROPERTY RIGHTS GREATER THAN \$40,000

For the acquisition of real property rights estimated at greater than \$40,000, the Consultants **Attorney** will review the Full Title Abstract and issue a Title Certification.

5.06 RIGHT-OF-WAY SURVEY

To be performed by MJ Engineering. MJ shall prepare six (6) NYSDOT style acquisition maps for the project. Mapping shall be suitable for filing with NYSDOT and Saratoga County.

5.07 RIGHT-OF-WAY MAPPING

The **Consultant** will review the acquisition maps. The review will include the description and adequacy of the area and the property rights to be acquired, all of which shall be in accordance with the New York State Department of Transportation Right-of-Way Mapping Manual.

5.08 RIGHT-OF-WAY PLAN

Intentionally left blank.

5.09 RIGHT-OF-WAY COST ESTIMATES

The **Consultant** will provide a cost estimate for the right-of-way to be acquired by the **Sponsor**.

5.10 PUBLIC HEARINGS/MEETINGS

5.10.1 PUBLIC MEETING

No services required

5.10.2 EMINENT DOMAIN PROCEDURE LAW PUBLIC HEARING

No services required

5.11 PRELIMINARY PROPERTY OWNER INTERVIEW

The **Consultant** will make all reasonable efforts to personally contact each property owner(s) or the property owner's designated representative. Property owners not able to be personally contacted may be contacted via telephone, email, and certified mail.

The purposes of preliminary contact include:

- Delivery of notice to owner
- Delivery of notice of intent to acquire, if necessary
- Delivery of right-of-way acquisition brochures
- Explanation of right-of-way and construction plans
- Inform of the right to accompany the appraiser
- Determine the need for additional action regarding the right-of-way boundaries, errors, and omissions in plans and/or other documents
- Prepare the Physical Inspection Report

5.12 PROPERTY VALUATIONS

For each parcel requiring the acquisition of property rights, the **Consultant** will engage a New York State Certified General Real Estate Appraiser to complete a real property appraisal and

prepare a real property appraisal report to determine the fair market value of the proposed acquisition. This is required for each parcel or ownership indicated on the acquisition map and/or on the Right-of-Way Plan.

The Consultants **Appraiser** will contact the property owner or his/her designated representative in writing prior to completing the appraisal to extend the opportunity to accompany the appraiser during the property inspection.

5.12.1 REAL PROPERTY APPRAISAL AND APPRAISAL REPORTS

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

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

The Uniform Standards of Professional Appraisal Practice contains a Certification (of appraiser). In addition to this certification, the **Appraiser** must certify the following:

- "The property owner or his/her designated representative was given an opportunity to accompany the appraiser during the property inspection."
- "Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in estimating the compensation for the property."

The **Appraiser** will provide a digital real property appraisal report.

5.12.1.1 UNCOMPLICATED PARTIAL ACQUISITIONS UNDER \$50,000

For uncomplicated partial acquisitions, which are generally valued at \$50,000 and under, the **Appraiser** will prepare a Value Finding Appraisal (VFA). Sales grids are required for values at \$25,000 and above. The VFA will consist of an Appraisal Report or Restricted Appraisal Report, as defined in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal, Development, and Standard 2, Real Property Appraisal, Reporting.

5.12.1.2 ENTIRE REAL PROPERTY INTERESTS

For acquisitions of the entire real property interests, the **Appraiser** will prepare a Full Appraisal. The Full Appraisal will consist of an Appraisal Report, as defined in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal, Development, and Standard 2, Real Property Appraisal, Reporting.

5.12.1.3 PARTIAL ACQUISITIONS OVER \$50,000

For partial acquisitions when the value is expected to exceed \$50,000 and while there will not be indirect damages to improvements, there may be indirect

damages to the remaining land, the **Appraiser** will prepare a Before and After Appraisal (land only). The Before and After Appraisal (land only) will consist of an Appraisal Report, as defined in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal, Development, and Standard 2, Real Property Appraisal, Reporting.

5.12.1.4 COMPLICATED PARTIAL ACQUISITIONS OVER \$50,000

For partial acquisitions when the value is expected to exceed \$50,000 and/or the appraisal problem is complicated, the **Appraiser** will prepare a Before and After Appraisal, which will consist of two opinions of value; 1. A value of the pre-acquisition scenario, and 2. A value of the post-acquisition scenario. The difference between the two scenarios is the value of the acquisition. The Before and After Appraisal will consist of an Appraisal Report, as defined in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal, Development, and Standard 2, Real Property Appraisal, Reporting.

5.12.1.5 REAL PROPERTY RIGHTS IN EXCESS OF \$300,000

For acquisitions of real property rights when the value is expected to exceed \$300,000, the **Appraiser** will prepare two independently developed appraisals and appraisal reports. The two independent reports will consist of Appraisal Reports, as defined in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal, Development, and Standard 2, Real Property Appraisal, Reporting.

5.13 APPRAISAL REVIEW

The **Review Appraiser** will perform a separate review of each appraisal report. The **Consultant** will ensure that all real property appraisal reviews are performed by a Certified General Real Estate Appraiser, as defined by the New York State Department of State. The appraisal review will be completed as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 3, Appraisal Review, Development, and Standard 4, Appraisal Review, Reporting.

The **Review Appraiser** will review the appraisal reports for compliance with state, federal, and USPAP standards. The review appraiser will:

- Identify and correct mathematical calculations and typographical errors, if necessary.
- Assure real property appraisal development and reporting meet the requirements of the appraisal subcontract and the Uniform Standards of Professional Appraisal Practice.
- Examine and review the presentation of the market data and analysis in the appraisal report.
- State the basis for the fair market value conclusion.
- Prepare a written report identifying the appraisal report reviewed, documenting the findings to be used by the acquiring agency for all legally compensable damages.
- Identify each appraisal report as recommended (as the basis for the establishment of the amount believed to be just compensation), accepted (meets all requirements, but not selected as recommended or approved), or not accepted.
- Develop an amount to serve as the basis for the establishment of just compensation.

5.14 JUST COMPENSATION

The **Consultant** will provide the **Sponsor** with the highest *approved* (as the basis for the establishment of the amount believed to be just compensation) appraisal amount for each property rights acquisition.

The **Sponsor** will establish just compensation for each property rights acquisition. In no event will the just compensation amount be less than the highest *approved* appraisal. Because time is of the essence the **Sponsor** will provide the just compensation amounts in writing to the **Consultant** within ten (10) days of its receipt of the **Consultant's** recommended just compensation.

5.15 NEGOTIATIONS AND ACQUISITION OF PROPERTY

The **Consultant** will discuss with the **Sponsor** the right-of-way acquisition procedures.

5.15.1 WRITTEN OFFER

The **Consultant** will prepare a written offer for each real property acquisition. The amount of the offer will be the amount established by the **Sponsor** as just compensation. The written offer will include the following:

- A statement of the just compensation amount.
- Separate indications of the compensation offered for the property acquired and for damages to the remaining property, if applicable (when only a part of the property is acquired).
- A summary statement, which will include:
 - The basis for the just compensation amount.
 - The identification of the location and description of the real property.
 - The interest in the real property being acquired.
- Where appropriate, a statement that identifies any separately held ownership interest in the property (i.e., tenant-owned improvements) and that the interest is not included in the offer.
- Additional information the **Consultant** and/or the **Sponsor** deems appropriate or required.

5.15.2 DELIVER OFFER

The **Consultant** will deliver the written offer, plats, unsigned agreements, and releases to the property owner(s) or his/her designated representative.

The **Consultant** will discuss with the property owner(s) or his/her designated representative to explain the written offer, plats, and unsigned agreements.

The **Consultant** will conduct additional negotiation sessions with the property owner(s) or his/her designated representative in an attempt to negotiate a settlement.

The **Consultant** will make all reasonable efforts to contact each property owner(s) or his/her designated representative. Absentee and unsuccessful personal contacts may be made by certified mail.

The **Consultant** will maintain a detailed diary of each substantial contact with the property owner(s). The diary entries will be on a per parcel basis:

- Substantial contacts
- Efforts to achieve amicable settlements
- Responsiveness to the property owner's counterproposals

- Suggestions for changes in plans

The records should include the principal activities undertaken by the **Consultant**, such as:

- Parties contacted
- Date and location of contact
- Offers made (dollar amounts)
- Counteroffers received
- Property owner's comments
- Reason(s) settlement could not be reached

5.15.3 PURCHASE AGREEMENTS

The **Consultant** will submit real property acquisition documents to the **Sponsor** for:

- Approval of negotiated settlements
- Action on proposed administrative settlements
- Initiation of eminent domain proceedings, if necessary

Because time is of the essence, the **Sponsor** will provide a written response to the **Consultant** within ten (10) days of its receipt of the acquisition documents from the **Consultant**.

5.15.4 REVISIONS TO JUST COMPENSATION

The **Consultant** may make recommendations to the **Sponsor** to adjust the written offer. The **Sponsor** will consider any presentation made by the property owner which might affect the value of the acquisition.

The **Sponsor** may revise the just compensation based on the information provided by the property owner.

The **Consultant** will document the justification for revising the just compensation (see Administrative Settlements).

The **Consultant** will prepare and promptly deliver a revised written offer to the property owner.

5.15.5 ADMINISTRATIVE SETTLEMENTS

The **Consultant** and/or the **Sponsor** may recommend administrative settlements. Administrative settlements are settlements in excess of the **Sponsor's** just compensation determination.

The **Sponsor** will have final approval to authorize administrative settlements.

The **Consultant** will provide the written justification for the administrative settlement. The written justification will include all information necessary to support the settlement, such as:

- The approved offer of just compensation
- A summary of the acquisition agent's record of negotiations
- Reference to all appraisal reports (including the property owner's appraisal report)
- Recent court awards and their relationship to the proposed administrative settlement

- A discussion of diverse valuation issues (e.g., probable range of testimony as to fair market value by both parties)
- The trial cost estimate
- The opinion of legal counsel
- The identification of the responsible agency official who has the authority to approve administrative settlements
- The recommendation and signatures of all individuals proposing the settlement

The **Consultant** will prepare and promptly deliver a revised written offer to the property owner(s).

5.15.6 TRANSFER OF TITLE

The **Sponsor** will not require any property owner to surrender possession of the real property before the **Sponsor** pays the agreed purchase price.

5.15.6.1 TITLE CURATIVE WORK

The **Consultant** will conduct necessary title curative work. For real property acquisitions valued at \$10,000 or less, the **Consultant or Attorney** will clear only the possessory interest. For real property valued at greater than \$10,000, the **Consultant or Attorney** will clear all property interests.

Title curative work may include partial mortgage releases, lien subordination agreements, and lien satisfactions.

5.15.6.2 PRORATED PROPERTY TAXES

The **Consultant** will prorate real property taxes for each fee and permanent easement acquisition. The **Sponsor** will pay all tax prorations over \$25.

5.15.6.3 CLOSING DOCUMENTS

The **Consultant** will coordinate closing documents for each acquisition. The closing documents may include an instrument, real estate transfer tax forms, W-9 tax form, releases, or any document deemed necessary by the **Sponsor**.

5.15.6.4 TITLE CERTIFICATION

The **Consultant** will deliver the title instrument(s) to the title **Attorney** for review and certification.

5.15.6.5 CLOSING

The **Consultant** will schedule and hold the closing. Because time is of the essence, the **Sponsor** will pay the just compensation upon receipt of the fully executed documents. The transfer of title to the **Sponsor** may require the payment of incidental expenses. The **Sponsor** will pay appropriate reimbursable expenses to the property owner(s) and/or the **Consultant**.

5.15.6.6 DEEDS AND CONVEYANCE DOCUMENT FILING

The **Consultant** will promptly file all deeds or conveyance documents in the County Clerk's Office.

5.16 RELOCATION ASSISTANCE

No services required.

5.17 RIGHT-OF-WAY CERTIFICATION

The **Sponsor** will sign the **Consultant**-prepared right-of-way certificate.

5.18 PROPERTY MANAGEMENT

No services required.

ASSUMPTIONS

- Estimate a maximum of **6** Acquisition Maps will be reviewed.
- Estimate **1** meeting(s) with Sponsor and/or Design Consultant.
- Estimate **1** cost estimate update(s) for each right-of-way phase (Incidental and Acquisition).
- Estimate **0** Public Information Meeting
- Estimate **0** EDPL Public Hearing
- Estimate **6** Properties
- Estimate **6** Acquisition Map(s)
- Estimate **6** Last Owner Title Search(es)
- Estimate **0** 20-Year Title Search(es)
- Estimate **0** Full Abstract Title Search(es)
- Estimate **6** Value Finder Appraisal Report(s)
- Estimate **0** Full Take Appraisal Report(s)
- Estimate **0** Before & After Appraisal (land only) Report(s)
- Estimate **0** Before & After Appraisal Report(s)
- Estimate **0** Properties Requiring Two Independent Appraisal Reports
- Estimate **6** Appraisal Review Report(s)
- Estimate **0** Waiver Valuation(s)
- Estimate **1** Preliminary Property Owner Interview per property.
- Estimate **6** Offer Packages
- Estimate **1** Negotiation Contacts per Property Owner
- Estimate **0** Revisions to Just Compensation
- Estimate **0** Administrative Settlement(s)
- Estimate **0** Miscellaneous Title Curative Issues
- Estimate **6** Property Tax Proration Calculation(s)
- Estimate **6** Title Search Rundowns
- Estimate **2** Title Review & Certification(s)
- Estimate **0** EDPL/Condemnation Proceeding(s)
- Estimate **6** Closing Packages
- Estimate **1** Right of Way Certificate

Project Title: Rt. 146 & 146A Bicycle and Pedestrian Access Improvements
 PIN: 1085.48
 Town: Clifton Park
 County: Saratoga

Date: December 21, 2022
 Sponsor: Town of Clifton Park
 Client: Town of Clifton Park

of Properties: 6 # of Acquisitions: 6

RIGHT OF WAY STAFFING TABLE

Task	Description	SENIOR ROW SPECIALIST	PROJECT MANAGER / ROW SPECIALIST	ADMINISTRATIVE / DATA SPECIALIST	TOTALS
INCIDENTAL PHASE					
1.01	Meetings	2.00	4.00	0.00	6.00
1.02	Cost and Progress Report	0.00	2.00	0.00	2.00
1.05	Project Familiarization	2.00	4.00	0.00	6.00
5.1, .2, 4, 5	Analysis of Requirements - Title Research	2.00	6.00	0.00	8.00
5.07	ROW Mapping Review	2.00	6.00	0.00	8.00
5.09	ROW Cost Estimate Incidental (353-C)	0.00	2.00	0.00	2.00
5.10	Public Hearings/Meetings	0.00	4.00	0.00	4.00
5.11	Preliminary Owner Interviews/Site Inspections	5.00	60.00	10.00	75.00
5.12	Waiver Valuations	0.00	0.00	0.00	0.00
5.14	Just Compensation	0.00	4.00	0.00	4.00
Total Hours:		13.00	92.00	10.00	115.00
Labor Rate:		\$173.40	\$144.50	\$115.60	
Total Incidental Phase Cost:					\$16,704.20
ACQUISITION PHASE					
5.09	ROW Cost Estimate - Acquisition (353-C)	0.00	1.00	0.00	1.00
5.15	Negotiations & Property Acquisition	10.00	60.00	0.00	70.00
Total Hours:		10.00	61.00	0.00	71.00
Labor Rate:		\$173.40	\$144.50	\$115.60	
Total Acquisition Phase Cost:					\$10,548.50
TOTAL COST:					\$27,252.70

Project Title: Rt. 146 & 146A Bicycle and Pedestrian Access Improvements

Date: December 21, 2022

PIN: 1085.48

Sponsor: Town of Clifton Park

Town: Clifton Park

Client: Town of Clifton Park

County: Saratoga

of Properties: 6 # of Acquisitions: 6

REIMBURSABLE DIRECT NON-SALARY COST

Task	Description	APPRAISAL	APPRAISAL REVIEW	TITLE ATTORNEY	TITLE SEARCH	ATTORNEY CLOSING/EDPL	TOTALS
INCIDENTAL PHASE							
5.04	Abstract Request Map and Title Search				\$2,400.00	\$1,000.00	\$3,400.00
5.12	Appraisals	\$6,000.00					\$6,000.00
5.13	Appraisal Review		\$2,500.00				\$2,500.00
	Lump Sum Cost:	\$6,000.00	\$2,500.00	\$0.00	\$2,400.00	\$1,000.00	
	Total Incidental Phase Cost:						\$11,900.00
ACQUISITION PHASE							
5.15	Negotiations & Property Acquisition			\$4,000.00	\$1,200.00	\$9,000.00	\$14,200.00
	Lump Sum Cost:	\$0.00	\$0.00	\$4,000.00	\$1,200.00	\$9,000.00	
	Total Acquisition Phase Cost:						\$14,200.00
	TOTAL COST:						\$26,100.00

Project Title: Rt. 146 & 146A Bicycle and Pedestrian
 PIN: 1085.48
 Town: Clifton Park
 County: Saratoga

Date: December 21, 2022
 Sponsor: Town of Clifton Park
 Client: Town of Clifton Park
 # of Properties: 6 # of Acquisitions: 6

DIRECT NON-SALARY

PER DIEM - INCIDENTAL	0	NIGHTS AT	\$150.00	PER NIGHT	\$0.00
PER DIEM - ACQUISITION	0	NIGHTS AT	\$150.00	PER NIGHT	\$0.00

TRIPS	VEHICLE TYPE	NO. TRIPS	MILES PER TRIP	TOTAL MILES
INCIDENTAL PHASE				
TO SITE	AUTO	0	0	0
ACQUISITION PHASE				
TO SITE	AUTO	0	0	0
TOTAL MILAGE COST INCIDENTAL:	0	AT	\$0.625	\$0.00
TOTAL MILAGE COST ACQUISITION:	0	AT	\$0.625	\$0.00

Reproductions, Drawings & Reports:	\$0.00
Postage & Deliveries:	\$300.00
Recording Fees:	\$2,200.00
TOTAL Incidental:	\$0.00
TOTAL Acquisition:	\$2,500.00
TOTAL COST:	\$2,500.00

Project Title: **Rt. 146 & 146A Bicycle and Ped**
 PIN: **1085**
 Town: **Clifton Park**
 County: **Saratoga**

Date: **December 21, 2022**
 Sponsor: **Town of Clifton Park**
 Client: **Town of Clifton Park**
 # of Properties: **6** # of Acquisitions: **6**

SUMMARY

	INCIDENTAL PHASE	ACQUISITION PHASE	TOTAL
STAFFING <i>(Estimated - subject to audit)</i>	\$16,704.20	\$10,548.50	\$27,252.70
DIRECT NON-SALARY COST <i>(Estimated - subject to audit)</i>	\$0.00	\$2,500.00	\$2,500.00
DIRECT NON-SALARY (SUBCONTRACTOR COSTS) <i>(Estimated - subject to audit)</i>	\$11,900.00	\$14,200.00	\$26,100.00
TOTALS:	\$28,604.20	\$27,248.50	\$55,852.70

**APPENDIX 11-7
ROW COST ESTIMATE AND INSTRUCTIONS**

*Revised
June, 2018*

PIN: 1085

Acquiring Agency: Greenman-Pedersen, Inc.

Project: Rt. 146 & 146A Bicycle and Pedestrian Access Improvements

Local No.: _____

Sponsor: Town of Clifton Park

Preliminary / Incidentals Estimate:

Updated / Acquisitions Estimate:

ITEM		ROW Incidentals	ROW Acquisitions
1) Number of Properties & Total Property Costs	#: 6		
2) Interest			\$ -
3) Project Scoping / Cost Estimate		\$ 2,427.60	\$ 144.50
4) Progress Reporting / Preliminary Owner Interviews / Site Inspections		\$ 11,906.80	
5) Information Meeting / Public Hearing		\$ 578.00	
6) Contingency Factor		\$ 514.42	
7) Title Search / Certification		\$ 4,613.80	\$ 5,200.00
a) Last Owner Search	#: 6		
b) Certificate ("20 year search")	#:		
c) Abstract ("40 year search")	#:		
8) Property Valuations			
a) Appraisals	#: 6	\$ 6,000.00	
b) Appraisal Reviews	#: 6	\$ 2,500.00	
c) Waiver Valuations	#:	\$ -	
9) Just Compensation		\$ 578.00	
10) Closing Documents / EDPL Attorney			\$ 9,000.00
11) Negotiations			\$ 12,904.00
12) Proration of Taxes			\$ -
RELOCATION COSTS:			
13) Mortgage Prepayment Fees			
14) Demolition Costs	# Buildings:		
15) Relocation Assistance	# of Relocates:		
16) Moving Expenses			
a) Families			
b) Businesses			
c) In lieu of			
d) Re-establishment			
17) Replacement Housing			
a) Housing Supplemental			
b) Rent Supplemental			
18) Last Resort Housing			
a) Owner			
b) Tenant			
19) Mortgage Interest Differential			
Total Incidentals:		\$ 29,118.62	
Total Acquisition:			\$ 27,248.50
TOTAL ROW ESTIMATE (Rounded):		\$	57,000.00

Prepared by: *Kimberly Dempsey*

Date: *December 22, 2022*



Via email: tyyce@gpinet.com

January 10, 2023

Mr. Tyler Vyce
GPI
80 Wolf Rd., Suite 300
Albany, NY 12205

**Re: Proposal for Survey Services
Rte. 146 & 146A
Clifton Park, New York
MJ Project No.: 1494**

Dear Mr. Vyce,

M.J. Engineering and Land Surveying, P.C. (MJ) is pleased to submit this proposal for surveying and mapping services for the project referenced above.

SCOPE OF SERVICES

Acquisition Mapping

MJ shall prepare six (6) NYSDOT style acquisition maps for the subject project. Mapping shall be suitable for filing with NYSDOT and Saratoga County.

ASSUMPTIONS AND TASKS NOT INCLUDED IN THIS PROPOSAL

1. Client shall provide the required taking line locations.
2. Setting of boundary monumentation is not required.
3. Any work, not specifically described herein, is excluded.

FEE

The proposed Lump Sum fee for the project shall be \$7,650.00.

SCHEDULE

To be determined.



We appreciate the opportunity to offer this proposal. Please feel free to contact John Quinn at 518-371-0799 should you need additional information.

Sincerely,

Michael D. Panichelli, P.E.
President

Authorization to Proceed

I hereby authorize M.J. Engineering and Land Surveying, P.C. to proceed with the scope of services as in this Agreement.

Printed Name

Title

Signature

Date

Resolution 6

Resolution No. _____ of 2023, a resolution accepting an offer of dedication of the road system, drainage easements, open space parcel and four (4) sidewalk parcels within the Honey Hollow Farm subdivision.

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

WHEREAS, pursuant to New York State Highway Law 171, and section 179-23 of the Town Code, the Town Board has the discretion to accept the dedication of roads and real property for public use, and

WHEREAS, pursuant to the approved subdivision plans, developer Bordeau Builders, Inc. offered to dedicate Blueberry Lane, Fern Drive, Honey Hollow Way, Sunflower Terrace as well as an open space parcel, stormwater management area and sidewalk parcels A, B, C, & D noted in the attached Schedule A, and the respective descriptive maps, also attached, and

WHEREAS, Prime Engineering has completed inspections and reports that all punch list items have been completed, and

RESOLVED that the Town Board accepts the offer of dedication of Blueberry Lane, Fern Drive, Honey Hollow Way, and Sunflower Terrace in the Honey Hollow Farm subdivision, as well as an open space parcel totaling 4.53+/- acres, a stormwater management area and sidewalk parcels A, B, C & D, as depicted on the approved subdivision maps and as more particularly described in the relevant technical descriptions, also attached, which were provided by the engineering firm Ingalls & Associates, LLP, subject to the final approval of the Town Attorney of all real estate transfer documents, review of title and confirmation of the payment of appropriate taxes.

WARRANTY DEED

THIS INDENTURE, Made this ____ day of June, Two Thousand Twenty-Three

BETWEEN BORDEAU BUILDERS, INC., a New York corporation, with a principal place of business at 2144 Doubleday Avenue, Ballston Spa, NY 12020, party of the first part; and,

TOWN OF CLIFTON PARK, a municipal corporation with offices located at One Town Hall Plaza, Clifton Park, NY 12065, party of the second part,

WITNESSETH that the party of the first part, in consideration of -----ONE AND NO/100-----DOLLAR (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever, all that property as described in **Schedule "A"** attached hereto and made a part hereof to be used as roadways, open space, stormwater management, and sidewalks.

Being a portion of the same premises conveyed to Bordeau Builders, Inc., by deed from C. Michele Williams dated December 12, 2014, and duly recorded in the Saratoga County Clerk's Office on December 18, 2014, as Instrument No. #2014037149.

This conveyance is made subject to any and all enforceable covenants, restrictions and easements of record; and any state of facts which an inspection and/or accurate survey may show.

This conveyance is made with unanimous consent of the Grantors' Board of Directors, in its normal course of business and does not constitute all or substantially all of the assets of the corporation.

These premises are not in an agricultural district and the parcel is entirely owned by the transferor(s).

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its heirs, successors and assigns forever.

And the party of the first part covenants as follows:

First, That the party of the second part shall quietly enjoy the said premises;

Second, the party of the first part will forever Warrant the title to said premises.

Third, That, in Compliance with Sec. 13 of the Lien Law, the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.