

TOWN OF CLIFTON PARK TOWN BOARD MEETING

September 5, 2023

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



- I. **Call to Order/7:00 P. M. – Wood Room, Town Hall**
- II. **Pledge to Flag**
- III. **Roll Call**
- IV. **Approval of Town Board Minutes**
- V. **Communications/Announcements**
- VI. **Business *PLEASE NOTE THE START TIMES STATED FOR THE SECOND AND THIRD PUBLIC HEARINGS MAY BEGIN LATER THAN THE TIME STATED BELOW***
 - **7:05pm Public Hearing on a proposal to eliminate the requirement for free space left on the sides of each building within the North Crest Village (Tallow Wood) Planned Development District**
 - **7:10pm Public Hearing to consider amendments to Chapter 152 to prohibit firearms in Parks and Preserves**
 - **7:15pm Public Hearing to address Hotel and Motel Occupancy Limits**
 - **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.

Resolutions for Consideration
Clifton Park Town Board Meeting
September 5, 2023

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Planning	Authorize Supplemental Agreement #1 for ROW incidental and acquisition professional services for Hubbs Road Multi-use Path Project	P. Barrett
2. Planning	Authorize Supplemental Agreement #1 with NYS DOT for ROW incidentals and acquisitions for the Rt. 146 & Rt 146A Bicycle and Pedestrian Access Improvement Grant Project	P. Barrett
3. Planning	Authorize a professional services agreement with Greeman-Pedersen, Inc. for planning and design services for the Town Center Walkability project	P. Barrett
4. Legal	Schedule a Public Hearing to amend Chapters 152 & 153 of the Town Code to prohibit all smoking in parks and nature preserves	P. Barrett
5. Highway	Authorize the Highway Department to purchase a 2023 Ram Class 4 Regular Cab truck under Onondaga Contract #7974	D. Bull
6. Parks & Recreation	Authorize the Supervisor to sign an agreement with Project Adventure for construction of a new Challenge Course at Collins Park	P. Barrett
7. Town Board	Appoint James Clark and Kris Fitzgerald as members of the Ethics Advisory Board	C.O'Hara
8. Buildings & Grounds	Authorize the purchase of a Bobcat Sweeper Bucket attachment from Bobcat of Saratoga, LLC under state contract	P. Barrett

TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

NOTICE OF PUBLIC HEARING REGARDING
PROPOSED AMENDMENT TO A217-76 TOWN CODE
TO MODIFY AN AREA RESTRICTION WITHIN THE NORTH CREST VILLAGE PDD.

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on September 5 2023, at 7:05 p.m. in the Wood Memorial Meeting Room in the Town Office Building, located at One Town Hall Plaza, Town of Clifton Park, County of Saratoga, State of New York to consider amending the Town's Code, A217-76 K, North Crest Village, a proposal to modify an area restriction by **eliminating** the following paragraph (K) from Section A217-76 of the Town Code-Planned Development District for North Crest Village:

[Free spaces. Free spaces of not less than 10 feet shall be left on each lot or plot built upon on both sides of and to the rear of every building, extending the full length and rear width of such lot or plot, which free spaces shall not be built upon or blocked or obstructed in any way, and the creation of which free spaces is intended to and shall provide access to the dwelling units by emergency and/or fire-fighting personnel responding to an emergency or fire. This restriction/covenant shall be contained in any conveyance of the subject premises or any part(s) thereof. This restriction shall be specified in each conveyance as a restriction which runs with the land. The establishment of this restriction/covenant shall not be construed to prevent the establishment of further covenants/restrictions that good and proper planning may require.] **[Added 7-2-1980 by L.L. 6-1980]**

Copies of the proposed local law are posted on cliftonpark.org/Department/Town Clerk/Bulletin Board and are available for review in the Town Clerk's office during normal business hours.

Teresa Brobston
Clifton Park Town Clerk

TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

NOTICE OF PUBLIC HEARING REGARDING
PROPOSED AMENDMENT TO CHAPTER 152 OF TOWN CODE, RELATIVE TO
FIREARMS, TO BAN THE POSSESSION, CONTROL OR TRANSPORTATION IN THE
VISCHER FERRY NATURE PRESERVE.

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on September 5 2023, at 7:05 p.m. in the Wood Memorial Meeting Room in the Town Office Building, located at One Town Hall Plaza, Town of Clifton Park, County of Saratoga, State of New York to consider amending the Town's Code, to prohibit the possession, control or transportation of firearms or bows in the Vischer Ferry Nature Preserve.

Copies of the proposed local law are posted on cliftonpark.org/Department/Town Clerk/Bulletin Board and are available for review in the Town Clerk's office during normal business hours.

Teresa Brobston
Clifton Park Town Clerk

TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

NOTICE OF PUBLIC HEARING REGARDING AMENDING THE TOWN CODE
REGARDING DURATIONAL LIMITS FOR HOTEL AND MOTEL OCCUPANCY.

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on September 5 2023, at 7:15 p.m. in the Wood Memorial Meeting Room in the Town Office Building, located at One Town Hall Plaza, Town of Clifton Park, County of Saratoga, State of New York to consider amending the Town's Code, regarding durational limits for hotel and motel occupancy.

Copies of the proposed local law are posted at on cliftonpark.org/Department/Town Clerk/Bulletin Board and are available for review in the Town Clerk's office during normal business hours.

Teresa Brobston
Clifton Park Town Clerk

RESOLUTION

#1

Resolution No. _____ of 2023, a resolution authorizing a Supplemental Agreement No. 1 with MJ Engineering and Land Surveying, P.C. (MJ Engineering) for the Hubbs Road Multi-use Path project.

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

WHEREAS, by Resolution 23 of 2022, the Town Board authorized the Supervisor to sign a grant contract to construct a multi-use path along Hubbs Road, and

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

WHEREAS, the Town was awarded grant funding of \$278,271 under the New York State DEC 2019 Climate Smart Communities Program, with 50% local match requirement, and

WHEREAS, by Resolution 286 of 2022, the Town Board authorized the Supervisor to sign a contract for engineering design services and a scope of work with MJ Engineering in an amount not to exceed \$87,000, and

WHEREAS, per their letter dated July 20, 2023, MJ Engineering reviewed the project on behalf of the Town Board and solicited comment from involved and interested agencies pursuant to 6 NYCRR Parts 617.4 and 617.5 et seq. (the SEQRA Regulations); and

WHEREAS, MJ Engineering has identified potential Right-of-Way (ROW) acquisitions and related incidental expenses estimated at up to \$108,000 to advance the project, and

WHEREAS, the Director of Planning and Zoning, John Scavo, recommends that the Town Board advance the project and authorize a supplemental agreement No. 1 with MJ Engineering for additional design services related to ROW incidentals and ROW acquisition for the project; now, therefore be it

RESOLVED, the Town Board authorizes the implementation, and funding in the first instance of a supplemental agreement no. 1 with MJ Engineering in an amount not to exceed \$108,000, to be paid with a transfer from A-914 (Unassigned Fund Balance) to H65-7629-200 (Capital Project Funds-Hubbs Rd- Trails-Equipment) (Incidental Cost) for \$51,100 and to H65-7629-200 (Capital Project Funds-Hubbs Rd-Trails-Equipment) (Acquisition cost)) for \$56,900, and be it further

RESOLVED, that the Town Board adopts the recommendation of MJ Engineering and declares the project to be an Unlisted Action under 6 NYCRR Parts 617.4 and 617.5 et seq. (the SEQRA Regulations), and authorizes the Director of Planning and Zoning to sign Part 1 of the Environmental Assessment form; and be it further

RESOLVED, that the Supervisor is authorized to sign Supplemental Agreement No. 1, attached.

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

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

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

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

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

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

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

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

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

January 18, 2022

Teresa Brobston, Town Clerk

Resolution No. 286 of 2022, a resolution authorizing the Supervisor to sign an agreement for professional engineering services for the Hubbs Road Path Project, funded by the New York State Department of Environmental Conservation 2019 Climate Smart Communities Grant Program.

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

WHEREAS, Resolution No. 23 of 2022, authorized the implementation and funding in the first instance of the project of \$556,542 to cover the cost of plan, design and construction of the project, as well as the local match commitment of \$278,271, and

WHEREAS, a request for qualifications was issued and responses returned by July 25, 2022, and

WHEREAS, a selection committee reviewed the responses, and selected MJ Engineering and Land Surveying based on their highest weighted score on the group's rubric; now, therefore, be it

RESOLVED, that the Town Supervisor is authorized to sign an agreement with MJ Engineering for design and construction inspection services for the Hubbs Road Path Project, in an amount not to exceed \$87,000, and be it further

RESOLVED, that the Town Board hereby authorizes the Comptroller to create Capital Projects account H65 (Hubbs Road Path Project – Capital Projects); and be it further

RESOLVED, that the Comptroller is authorized to transfer \$87,000 from A- 914 (Unassigned Fund Balance) to H65-7629-135 (Capital Project Hubbs Rd Path – Trails – Engineering).

ROLL CALL VOTE

Ayes: Councilman Morelli, Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

December 12, 2022

Teresa Brobston, Town Clerk



July 20, 2023

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

**RE: DEC01-C01085GG Hubbs Road Multi-Use Path
Town of Clifton Park
SEQR Findings
MJ Project No. 1495**

Dear Mr. Scavo,

MJ Engineering has completed the Short Environmental Assessment Form (EAF) Part 1 - Project Information for the above reference project. The scope of work generally includes the construction of a multi-use path and sidewalks along the eastbound side of Hubbs Road and the southbound side of Main Street, located in Clifton Park, New York.

An Unlisted Action is any action not identified as a Type I or Type II action listed in 6 NYCRR Parts 617.4 and 617.5. After a review of the scope, it has been concluded that this project is classified as an Unlisted Action and will require either a negative declaration or an Environmental Impact Statement (EIS).

There were four (4) areas of environmental concern noted on the EAF:

According to the NY State Historic Preservation Office (SHPO) archaeological site inventory, the project is located within the vicinity of two (2) buildings listed for inclusion on the National Register of Historic Places. SHPO was consulted and it has been determined that the project will not impact any properties, including archaeological and/or historic resources, listed in or eligible for the New York State or National Registers of Historic Places.

The project site is located near the regulated check zone of state-regulated wetland UNK-2. There are no wetlands or waterbodies located within the project area. Therefore, no impacts are anticipated.

According to the New York State Department of Environmental Conservation (NYSDEC) Environmental Resource Mapper (ERM), Frosted elfins (*Callophrys irus*) have been known to occur in the vicinity of the project site. However, since there are no suitable habitats anywhere along the corridor, the NYSDEC has determined that this project is not likely to result in the take of threatened or endangered species.

The project will create an increase in stormwater discharge due to the installation of a new path and sidewalks. Existing runoff is collected via open swales that run along Hubbs Road and Main Street. Some of this drainage is conveyed under Main Street to outlet in to the Long Kill. The existing drainage patterns will be maintained to the extent feasible, and all additional runoff created from the proposed action will be collected via re-established swales. Therefore, it has been determined that the proposed action will not result in an increase in the potential for erosion, ponding, or drainage conveyance issues.

**State Environmental Quality Review Act
(SEQRA)
Short Environmental Assessment Form**

July 17, 2023

Name of Action:

**Hubbs Road Multi-Use Path
Contract No. DEC01-C01085GG**

Address of Action:

**Hubbs Road / Main Street from Dutch Meadows Drive
to Mac Elroy Road / Longkill Road
Clifton Park, NY 12065
Saratoga County**

SEQRA Action Type:

Unlisted Action

SEQRA Lead Agency:

**Town of Clifton Park
Planning Department Director
1 Town Hall Plaza
Clifton Park, New York 12065
Contact: John Scavo
518-371-6651**

Prepared by:

**M.J. Engineering and Land Surveying, P.C.
1533 Crescent Road
Clifton Park, New York 12065
518-371-0799**

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Hubbs Road Multi-Use Path			
Project Location (describe, and attach a location map): Hubbs Road / Main Street, Clifton Park, NY			
Brief Description of Proposed Action: The project will construct a multi-use path and sidewalk along the south side of Hubbs Road and the west side of Main Street from Dutch Meadow Drive to Mac Elroy Road / Longkill Road.			
Name of Applicant or Sponsor: John Scavo, Town of Clifton Park Planning Department Director		Telephone: 518-371-6651 E-Mail: jscavo@cliftonpark.org	
Address: One Town Hall Plaza			
City/PO: Clifton Park		State: NY	Zip Code: 12065
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: NYSDEC GP-0-20-001			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		_____ N/A acres *Project is within Town of	
b. Total acreage to be physically disturbed?		_____ 1.33 acres Clifton Park road ROW.	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ 0.95 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

<p>5. Is the proposed action,</p> <p>a. A permitted use under the zoning regulations?</p> <p>b. Consistent with the adopted comprehensive plan?</p>	<p>NO</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/></p>	<p>N/A</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>
<p>6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?</p>	<p>NO</p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input checked="" type="checkbox"/></p>	
<p>7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?</p> <p>If Yes, identify: _____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>	
<p>8. a. Will the proposed action result in a substantial increase in traffic above present levels?</p> <p>b. Are public transportation services available at or near the site of the proposed action?</p> <p>c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/></p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input checked="" type="checkbox"/></p>	
<p>9. Does the proposed action meet or exceed the state energy code requirements?</p> <p>If the proposed action will exceed requirements, describe design features and technologies:</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>	
<p>10. Will the proposed action connect to an existing public/private water supply?</p> <p>If No, describe method for providing potable water: _____</p> <p>N/A - No proposed restrooms or amenities that require a water service</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>	
<p>11. Will the proposed action connect to existing wastewater utilities?</p> <p>If No, describe method for providing wastewater treatment: _____</p> <p>N/A - No restrooms proposed</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>	
<p>12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?</p> <p>b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?</p>	<p>NO</p> <p><input type="checkbox"/></p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input checked="" type="checkbox"/></p> <p><input type="checkbox"/></p>	
<p>13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?</p> <p>b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?</p> <p>If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____</p> <p>The project site is located outside the regulated 100-ft buffer of Wetland UNK-2. There are no wetlands or waterbodies located within the project area.</p> <p>_____</p>	<p>NO</p> <p><input type="checkbox"/></p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input checked="" type="checkbox"/></p> <p><input type="checkbox"/></p>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
Frosted Elfin	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If Yes, briefly describe:		
Storm water will either runoff from Hubbs Road / Hatlee Road to match existing conditions or will be collected via grass swale and outlet into the existing storm system at the intersection with Mac Elroy Road / Longkill Road		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain the purpose and size of the impoundment:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: _____ Date: _____ Signature: _____ Title: _____		

Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Frosted Elfin
Part 1 / Question 16 [100 Year Flood Plain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 20 [Remediation Site]	No

Project:	Hubbs Road Multi-Use Path
Date:	4/18/2023

**Short Environmental Assessment Form
Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept “Have my responses been reasonable considering the scale and context of the proposed action?”

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project: Hubbs Road Multi-Use P

Date: 4/18/2023

**Short Environmental Assessment Form
Part 3 Determination of Significance**

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
Town of Clifton Park	4/18/2023
Name of Lead Agency	Date
John Scavo	Planning Department Director
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	<div style="text-align: center;"><i>Megan E. Bacon</i></div> Signature of Preparer (if different from Responsible Officer)

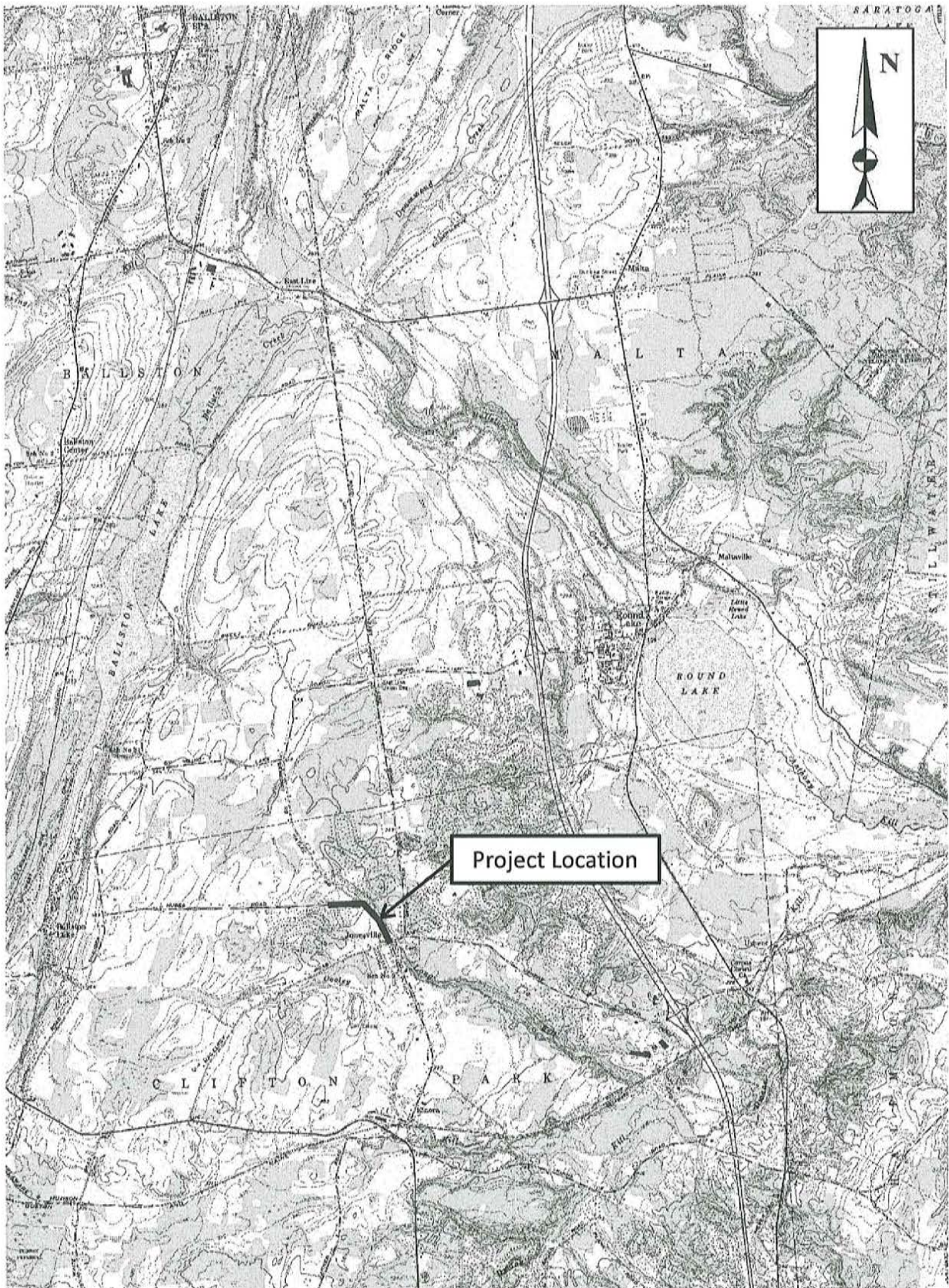
Table of Contents

Attachment 1: Project Location Maps

Attachment 2: SHPO Correspondence

Attachment 3: NYSDEC Environmental Resource Mapper

Attachment 1
Project Location Maps



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

1533 Crescent Road, Clifton Park, NY 12065
Phone: 518.371.0799 / Fax: 518.371.0822
www.mjels.com

PROJECT LOCATION MAP
HUBBS ROAD MULTI-USE PATH
TOWN OF CLIFTON PARK
SARATOGA COUNTY, NEW YORK

Round Lake, NY – 1980 15 Minute Quadrangle
Datum: NAD27

Attachment 2
SHPO Correspondence



**New York State
Parks, Recreation and
Historic Preservation**

KATHY HOCHUL
Governor

ERIK KULLESEID
Commissioner

July 11, 2023

Jessica Hefferon
Hubbs Road
Hubss Road
Clifton Park, NY 12065

Re: DEC
Hubbs Road Multi-Use Path
Town of Clifton Park, Saratoga County, NY
23PR04899

Dear Jessica Hefferon:

Thank you for requesting the comments of the Division for Historic Preservation of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the submitted materials in accordance with the New York State Historic Preservation Act of 1980 (Section 14.09 of the New York State Parks, Recreation and Historic Preservation Law). These comments are those of the Division for Historic Preservation and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project. Such impacts must be considered as part of the environmental review of the project pursuant to the State Environmental Quality Review Act (New York Environmental Conservation Law Article 8) and its implementing regulations (6 NYCRR § 617).

We note that the project is adjacent to the State and National Register listed Jonesville Store and the State and National Register eligible 988 Main Street. We have reviewed to plans, dated April 20, 2023, for the proposed multi-use path project.

Based on this this review it is the opinion of the SHPO that the proposed project will have No Adverse impact to historic and cultural resources.

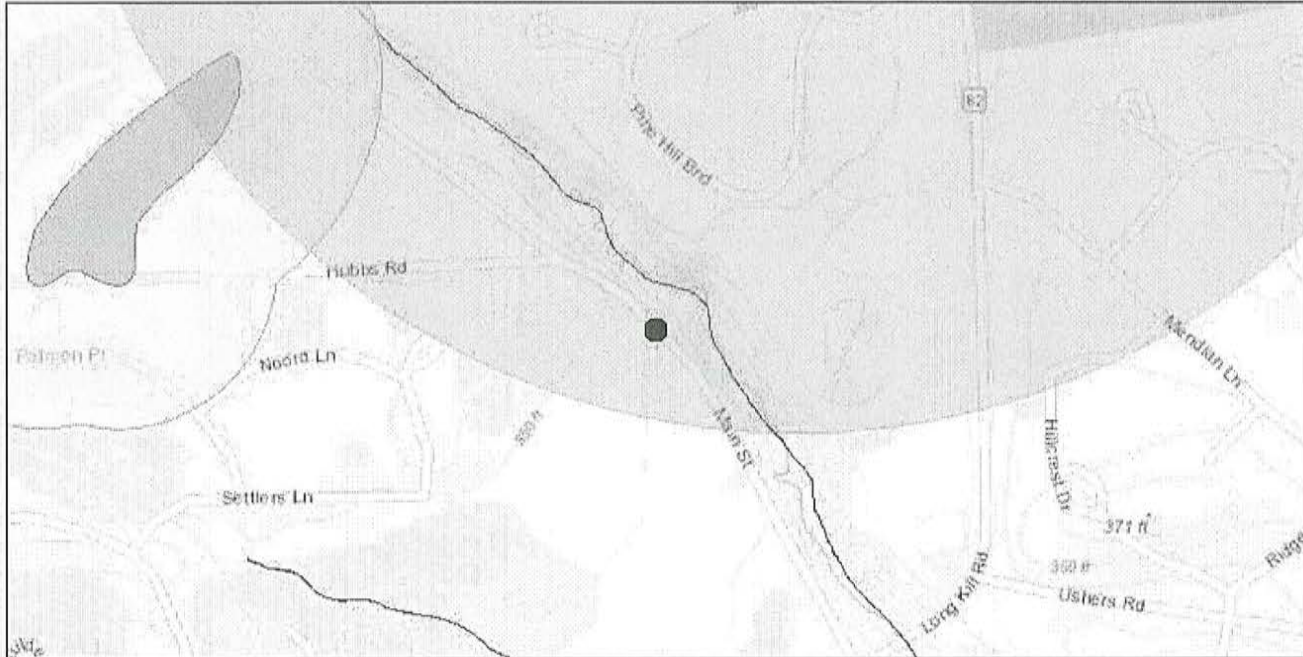
If you have any questions, you can call or e-mail me at the contact information below.

Sincerely,

Weston Davey
Historic Site Restoration Coordinator
518-268-2164 | Weston.Davey@parks.ny.gov

Attachment 3
NYSDEC Environmental Resource Mapper

Environmental Resource Mapper



The coordinates of the point you clicked on are:

UTM 18	Easting:	595809.9770857106	Northing:	4751834.357330012
Longitude/Latitude	Longitude:	-73.82619819004154	Latitude:	42.91312039722687

The approximate address of the point you clicked on is:

998-998 Main St, Clifton Park, New York, 12065

County: Saratoga

Town: Clifton Park

USGS Quad: ROUND LAKE

Rare Plants and Rare Animals

This location is in the vicinity of Animals Listed as Endangered or Threatened - Contact NYSDEC Regional Office

If your project or action is within or near an area with a rare animal, a permit may be required if the species is listed as endangered or threatened and the department determines the action may be harmful to the species or its habitat.

If your project or action is within or near an area with rare plants and/or significant natural communities, the environmental impacts may need to be addressed.

The presence of a unique geological feature or landform near a project, unto itself, does not trigger a requirement for a NYS DEC permit. Readers are advised, however, that there is the chance that a unique feature may also show in another data layer (ie. a wetland) and thus be subject to permit jurisdiction.

Please refer to the "Need a Permit?" tab for permit information or other authorizations regarding these natural resources.

Disclaimer: If you are considering a project or action in, or near, a wetland or a stream, a NYS DEC permit may be required. The Environmental Resources Mapper does not show all natural resources which are regulated by NYS DEC, and for which permits from

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 5
232 Golf Course Road, Warrensburg, NY 12885
P: (518) 623-1282 | F: (518) 623-3603
www.dec.ny.gov

LETTER OF NO JURISDICTION
ENDANGERED SPECIES ACT

SENT VIA EMAIL ONLY

April 3, 2023

Megan Bacon
MJ Engineering and Land Surveyors
1533 Crescent Road
Clifton Park, NY 12065
mbacon@mjels.com

**Re: Proposed Pedestrian Path/Sidewalk
West side of Hatlee Road and South side of Hubbs Road
Clifton Park (T), Saratoga County**

Dear Megan:

The Department of Environmental Conservation (DEC) has determined that your proposal to construct approximately 0.6 miles of paths or sidewalks along Hubbs and Hatlee Roads in the town of Clifton Park is not likely to result in the take of threatened or endangered species. This determination is based on the information submitted by your office on March 28, 2023, and reviewed by staff from the Division of Fish and Wildlife. Though Frosted elfins (*Callophrys irus*) have been known to occur in the vicinity of the site, there is no suitable habitat anywhere along the proposed paths. Therefore, no permit is required at this time pursuant to the implementing regulations (6NYCRR Part 182) of the New York State Endangered Species Act (Article 11-0535).

Be advised that any changes in location, expansion of the footprint of the project, modifications of the scope, or changes in the timing of proposed actions that are not identified in the submission referenced above may trigger DEC authorization. Please reinstate contact with this office if such activities are contemplated.

Please note that this letter does not relieve you of the responsibility of obtaining any necessary permits or approvals from the DEC, other state or federal agencies or local municipalities.

Sincerely,

Beth A. Magee

Beth A. Magee
Deputy Regional Permit Administrator

Digitally signed by
Beth A. Magee
Date: 2023.04.03
12:49:44 -04'00'

BAM:co

ec: J. Hayden (DEC)



Department of
Environmental
Conservation

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Fish and Wildlife, New York Natural Heritage Program
625 Broadway, Fifth Floor, Albany, NY 12233-4757
P: (518) 402-8935 | F: (518) 402-8925
www.dec.ny.gov

May 8, 2023

Megan Bacon
MJ Engineering & Land Surveying, PC
1533 Crescent Road
Clifton Park, NY 12065

Re: Hubbs Road Pedestrian Improvements
County: Saratoga Town/City: Clifton Park

Dear Megan Bacon:

In response to your recent request, we have reviewed the New York Natural Heritage Program database with respect to the above project.

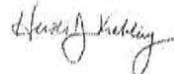
We have no records of rare or state-listed animals or plants, or significant natural communities at the project site.

Within 1/2 mile of the project site is a documented location of **Frosted elfin** (*Callophrys irus*, state listed as Threatened). For information about any permit considerations for your project, please contact the Permits staff at the NYSDEC Region 5 Office, Division of Environmental Permits, at dep.r5@dec.ny.gov.

For most sites, comprehensive field surveys have not been conducted. We cannot provide a definitive statement on the presence or absence of all rare or state-listed species or significant natural communities. Depending on the nature of the project and the conditions at the project site, further information from on-site surveys or other resources may be required to fully assess impacts on biological resources.

For information regarding other permits that may be required under state law for regulated areas or activities (e.g., regulated wetlands), please contact the Permits staff at the NYSDEC Region 5 Office as described above.

Sincerely,



Heidi Kraehling
Environmental Review Specialist
New York Natural Heritage Program

Engineering Consultant Agreement

Agreement made this _____ day of May 2023 by and between

The Town of Clifton Park

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

and

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

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

WITNESSTH:

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

DEC01-C01085GG- Hubbs Road Multi-Use Path

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This agreement consists of the following:

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

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

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

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

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

(Continued next page)

Lump Sum Cost Plus Reimbursable Method – Tasks 1-8 – Preliminary and Final Design			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
ITEM I	A Lump Sum paid to Consultant for the scope of services hereunder, unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	A Lump Sum of \$108,000	The CONSULTANT shall be paid in monthly progress payments based upon the percentage of work accomplished and Direct Non-Salary Costs incurred during the period.
ITEM II	Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Agreement; all subject to audit.	Actual costs incurred in the performance of this agreement as identified in Attachment C or otherwise approved in writing by Clifton Park or its representative. For Reimbursable Direct Non-Salary Costs a multiple of One time shall be applied to the expenses incurred by the Consultant, the consultant's employees, or the subconsultant not to exceed \$88,736.	Progress payments are subject to approval of the Clifton Park representative.
ITEM III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of Clifton Park at the completion of the work or at the option of Clifton Park.	Salvage value	

ARTICLE 4. INSPECTION

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

ARTICLE 5. AUDITS

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

- A. For Design Lump Sum Method – Only DNSC are subject to audit.
- B. For Construction Inspection Cost Plus Fixed Fee Method - All costs are subject to audit.

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

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

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

ARTICLE 6. FINAL PAYMENT

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

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

ARTICLE 7. EXTRA WORK

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

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

execution after approvals have been obtained from necessary **Clifton Park** officials, and, if required from the Federal Highway Administration.

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

ARTICLE 8. CONSULTING LIABILITY

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

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

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

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

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

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

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

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

with the above coverage and limits for the balance of the term of this agreement.

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

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

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

ARTICLE 10. INTERCHANGE OF DATA

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

ARTICLE 11. RECORDS RETENTION

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

ARTICLE 12. DAMAGES AND DELAYS

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

ARTICLE 13. TERMINATION

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

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

- B. for cause - if the termination is brought about as a result of **Clifton Park's** determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to **Clifton Park**, of the total amount of work contemplated by the PROJECT Agreement.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

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

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

ARTICLE 15. CODE OF ETHICS

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

ARTICLE 16. INDEPENDENT CONTRACTOR

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

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

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

ARTICLE 18. TRANSFER OF AGREEMENT

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

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

ARTICLE 19. PROPRIETARY RIGHTS

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

ARTICLE 20. SUBCONTRACTORS/SUBCONSULTANTS

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

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

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

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

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

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

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Municipality Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or

supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. CONSULTANT is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5©

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

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

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

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS

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

ARTICLE 27. WAGE AND HOURS PROVISIONS

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

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Consultant agrees, as a material condition of the contract, that neither the Consultant nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Consultant, or any of the aforesaid affiliates of Consultant, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department

or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify **Clifton Park** and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (See, 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

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

ARTICLE 30. MISCELLANEOUS

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

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

Town of Clifton Park

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

by: _____
Philip Barrett Town Supervisor

by: _____
Michael D. Panichelli, President

Date: _____

Date: 05.08.2023

ACKNOWLEDGEMENT OF THE TOWN OF CLIFTON PARK

STATE OF NEW YORK

SS:

COUNTY OF SARATOGA

On this ____ day of **May, 2023** before me, the subscriber personally appeared, **Philip Barrett** to me known, who, being by me duly sworn, did depose and say; that he resides in the **Town of Clifton Park**, New York; that he is the **Town Supervisor** of the **Town of Clifton Park**, the corporation described in and which executed the foregoing instrument; that he is the authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of the **Town of Clifton Park**.

Notary Public, Saratoga County, N.Y.

ACKNOWLEDGEMENT OF THE CONSULTANT

STATE OF NEW YORK

SS:

COUNTY OF SARATOGA

On this 8th day of **May, 2023** before me, the subscriber personally appeared **Michael D. Panichelli** to me known, who, being by me duly sworn, did depose and say; that he resides in the **Town of Clifton Park, New York**; that he is the **President** of **M.J. Engineering and Land Surveying, P.C.**, the corporation described in and which executed the foregoing instrument; that he is the authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of **M. J. Engineering and Land Surveying, P.C.**

KAREN MAGGIO
Notary Public State of New York
No. 01MA6011485
Qualified in Rensselaer County
Commission Expires: August 10, 2025

Karen Maggio

Notary Public, Saratoga County, N.Y.

Attachment A

Architectural/Engineering Consultant Agreement Project Description and Funding

DEC01-C01085GG – Hubbs Road Multi-Use Path

Main Agreement Amendment to Agreement Supplement to Agreement

Phase of Project Consultant to work on:

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

PROJECT DESCRIPTION:

DEC01-C01085GG
Hubbs Road Multi-Use Path

Project Location:

Town of Clifton Park
Saratoga County, New York

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

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A:

Design – Lump Sum	\$69,000
Construction Inspection – Cost Plus Fee	\$17,300
SA #1 Right-of-Way Acquisitions – Lump Sum	\$108,000
Total –	\$194,300

RESOLUTION

2

Resolution No. _____ of 2023, 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.

WHEREAS, a Project for the NYS 146/146A Bicycle and Pedestrian Access Improvements, 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 of such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, the Town Board wishes to advance the Project by making a commitment of 100% of the non-federal share of the costs of Right-of-Way (ROW); now, therefore be it

RESOLVED, that the Town Board hereby approves the above-subject project; and be it further

RESOLVED, that the Town Board 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 has previously been appropriated from H63-7629-135 (Capital Projects-Route 146/146A-Trails-Engineering) and made available to cover the cost of participation in the above phases of the Project; and be it further

RESOLVED, that the sum of \$63,502 is hereby appropriated from H63-7629-135 (Capital Projects-Route 146/146A-Trails-Engineering) with a transfer from A-914 (Unassigned Fund Balance) and made available to cover the cost of participation in the above phase of the Project; and be it 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 be it further

RESOLVED, that the Town Supervisor is authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the Town 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 Town'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 be it 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 be it further

RESOLVED, this resolution shall take effect immediately.

Sponsor: Town of Clifton Park
PIN: 1085.48 BIN: _____
Comptroller's Contract No. D040614
Supplemental Agreement No. #1
Date Prepared: 7/3/2023 By: JC
Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 1 to D040614 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

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

Town of Clifton Park (the Sponsor)
Acting by and through the **Town Supervisor**
with its office at **1 Town Hall Plaza, Clifton Park, NY 12306.**

This amends the existing Agreement between the parties in the following respects only:

Amends a previously adopted Schedule A by (check as applicable):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
 - adding additional funding (check and enter the # phase(s) as applicable):
 - adding phase **ROW** which covers eligible costs incurred on/after / /
 - adding phase _____ which covers eligible costs incurred on/after / /
 - increasing funding for a project phase(s)
 - adding a pin extension
 - change from Non-Marchiselli to Marchiselli
 - deleting/reducing funding for a project phase(s)
 - other (_____)

Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

Amends a previously adopted Agreement by replacing the Appendix A dated October 2019 with the Appendix A dated June 2023.

Amends a previously adopted Agreement by adding:

- Appendix B M/WBE/SDVOB.
- Retention Exhibit.
- Other: _____

Amends the text of the Agreement as follows (insert text below):

Sponsor: Town of Clifton Park
PIN: 1085.48 BIN: _____
Comptroller's Contract No. D040614
Supplemental Agreement No. #1
Date Prepared: 7/3/2023 By: JC
Initials

Press F1 for instructions in the blank fields:

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

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF Saratoga

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

Notary Public

APPROVED FOR NYSDOT:

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

BY: _____

For Commissioner of Transportation

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

By: _____
Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

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

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
 NYSDOT/ State-Local Agreement - Schedule A for PIN 1085.48**

OSC Contract #: <u>D040614</u>	Contract Start Date: <u>5/11/2022</u> <small>(mm/dd/yyyy)</small>	Contract End Date: <u>5/11/2032</u> <small>(mm/dd/yyyy)</small>	<input type="checkbox"/>	<small>Check, if date changed from the last Schedule A</small>
---------------------------------------	--	--	--------------------------	--

Purpose: Original Standard Agreement Supplemental Schedule A No. 1

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

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

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

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

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

(Check, if Project Description has changed from last Schedule A):

Project Description: NYS 146/146A Bicycle and Pedestrian Access Improvements, Town of Clifton Park, Saratoga County

Marchiselli Eligible Yes No

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

PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
1085.48.121	Current	STP (80%)	\$182,000.00	\$145,600.00	\$0.00	\$36,400.00	\$0.00
	Old		\$182,000.00	\$145,600.00	\$0.00	\$36,400.00	\$0.00
1085.48.221	Current	100% Local	\$36,254.00	\$0.00	\$0.00	\$36,254.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
1085.48.222	Current	100% Local	\$27,248.00	\$0.00	\$0.00	\$27,248.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$245,502.00	\$145,600.00	\$ 0.00	\$99,902.00	\$ 0.00

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering (“PE”) Phase

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities 	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. Right-of-Way (ROW) Acquisition

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.	<input type="checkbox"/>	<input type="checkbox"/>
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	<input type="checkbox"/>	<input type="checkbox"/>
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	<input type="checkbox"/>	<input type="checkbox"/>
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	<input type="checkbox"/>	<input type="checkbox"/>
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	<input type="checkbox"/>	<input type="checkbox"/>
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	<input type="checkbox"/>	<input type="checkbox"/>
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	<input type="checkbox"/>	<input type="checkbox"/>

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input type="checkbox"/>
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input type="checkbox"/>
11. Administer all construction contract claims, disputes or litigation.	<input type="checkbox"/>	<input type="checkbox"/>

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.
13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

Cynthia, Zlogar

From: Jennifer Viggiani
Sent: Friday, August 11, 2023 9:54 AM
To: Cynthia, Zlogar; Jean, Spiegel; Phil Barrett; Tom McCarthy; Mark Heggen
Cc: John Scavo; Lynda Walowit; Anthony Morelli; Agatha, Reid; Christopher, O'Hara
Subject: TB Resolution Request for NYS DOT Supplemental Agreement #1 - ROW Phase - for Rt 146 and Rt 146A Bicycle and Pedestrian Access Improvements
Attachments: TB Res Req_NYS DOT Supplemental Agreement#1_ROW_Rt 146 and Rt 146A Bike and Ped.pdf; Supplemental Agreement Memo 6-2023.rtf; 108548_SAMPLE RESOLUTION BY MUNICIPALITY.docx; Schedule A 01-2023 (12).rtf; 108548_Master Schedule B 01-18.rtf

Good morning,

Attached please find another TB Resolution Request for the 8/21/23 TB meeting, if possible:

- Request Authorization for an **NYS DOT Supplemental Agreement #1 for ROW Phase (Incidentals and Acquisition)** for the PIN 1085.48 – Rt 146 and Rt 146A Bicycle and Pedestrian Access Improvements in the amount not to exceed **\$63,503**

The town board previously authorized the ROW Phase for GPI professional engineering for the same amount, on 6/12/23. Ideally we would like to have provided you with this same topic of ROW Phase for GPI and DOT at the same time/same meeting, but the DOT documents were not available until July. Thank you for your consideration of this material again – this time for the DOT grant purposes.

This is for the trails capital project that is underway for the town to develop new curbing, 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; and bicycle lane symbols on NY 146 shoulders.

- Please know we are exploring setting a public presentation for early Fall with the consultants.

Thank you for your kind consideration. If Aug. 21 is booked, a meeting in September would be most helpful.

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



Town of Clifton Park

Planning Department

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

August 7, 2018

Mr. Fred Mastroianni, P.E.
Vice President
GPI
80 Wolf Road, Suite #300
Albany, NY 12205

Re: 2018 TAP/CMAQ, Professional Services Solicitation for Grant Preparation, Design Services, Construction Bidding Support, & Construction Inspection Services
Town of Clifton Park, NY

Dear Mr. Mastroianni:

Please be advised, GPI has been selected by the Town of Clifton Park using a qualified based selection process that reached out to firms listed on the Local Design Services Agreement (LDSA) for preparation, administration and implementation of our 2018 TAP/CMAQ Grant Request. The procedures for our selection followed the requirements prescribed within the Procedures for Locally Administered Federal Aid Project Manual (PLAFAP).

Upon notification of a successful grant award, the Town will enter into discussions to prepare a cost-plus fixed fee contract with GPI to administer, design, provide construction support, and construction inspection services for the project.

I look forward to working with you on this project. If you have any questions, please do not hesitate to contact me.

Best Regards,

John P. Scavo

John P. Scavo
Director of Planning

July 30, 2018

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

RE: 2018 Transportation Alternatives Program (TAP) & Congestion Mitigation and Air Quality Improvement (CMAQ) Program

Dear Mr. Scavo:

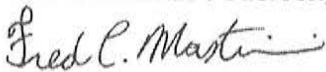
GPI/Greenman-Pedersen, Inc. is pleased to submit five copies of our Expression-of Interest (EOI) to provide all of the required services for the preparation of the funding applications and if the projects are selected for funding, provide preliminary design, final design, right-of-way, construction support and inspection services.

GPI fully understands the nature of providing professional services to the Town and offers the following advantages:

- ◀ *Since 1966, we have completed many similar projects that included pedestrian and bicycle access and mobility improvements; and have completed funding applications and performed project implementation that involved federal and state funding. We completely understand the process and can expertly guide the Town through it;*
- ◀ *An outstanding staff of competent and highly experienced engineers;*
- ◀ *All staff members understand their respective roles, which includes fulfilling all contractual commitments, deal openly with all project participants, control costs and meet the objectives of any project;*
- ◀ *Staff that has worked on many locally administered federal aid projects in Region 1 and specifically in Saratoga County, including the Town of Clifton Park. We are very familiar with federal and state process and can easily guide the Town in making sure the projects meet all of the requirements and costs will be reimbursed throughout the design and construction process; and,*
- ◀ *If funded, GPI has a vested interest in making sure the project is well designed and costs are controlled throughout the design and construction process.*

We hope our EOI clearly reflects our ability and enthusiasm to provide our professional services to the County and thank you for your consideration.

Very truly yours,
GPI/Greenman-Pedersen, Inc.



Fred C. Mastroianni, PE
Vice President

GPI/Greenman-Pedersen, Inc. appreciates the opportunity to submit this Expression of Interest to assist the Town in submitting a project for funding under TAP and/or CMAQ; and if project is funded, providing design, right of way, construction support and inspection services. We hope you and the selection committee will decide that GPI's qualifications and experience exceed what you are seeking in an engineering firm and select us to provide engineering services for the Town. GPI has prior experience in preparing successful TAP/CMAQ funding applications and knows how to progress these projects to completion meeting all federal and state requirements.

UNDERSTANDING OF WORK TO BE DONE

GPI clearly understands the objective of this project, which is to prepare application and supporting documentation to secure funding to improve pedestrian and bicycle safety and mobility on roadways selected by the Town. If the application is successful and a project is selected for funding, GPI will provide if requested by the Town, preliminary and final design, right-of-way incidental and acquisition along with construction support and inspection services. The Town will likely be submitting one application based upon past discussions. The minimum federal aid share for each project is \$250,000 and the maximum federal aid share shall not exceed \$5M. 80% of the overall project cost will utilize federal funding and 20% will utilize local funding. The project costs are capped and any cost beyond what is approved will be the responsibility of the Town. Project applications will include all costs such as design/engineering, right-of-way, construction and construction inspection costs. Design/Engineering and construction inspection work performed by the Town or its Consultant is eligible for reimbursement once funding is in place. The applications will be submitted to NYS DOT through the Grants Gateway by August 16, 2018.

Once the project is funded, our Project Approach will include performing all the required design tasks as per federal aid requirements. Construction must begin no later than 24 months after an agreement is in place between the state and Town; and construction should be fully completed 12 months and closed out within 3 months of construction completion. GPI is fully committed to meeting the Projects Schedule and will begin work as soon as a contract is in place.

The project submitted for funding should include clearly defined project objectives, demonstrated public benefit, demonstrated community support, well defined project budget, demonstrate that the Town will provide 20% match, and meet all eligible criteria under the TAP/CMAQ programs.

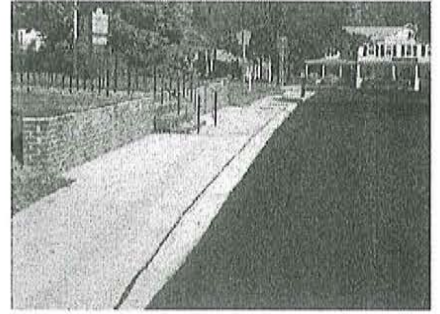
EXPERIENCE WITH SIMILAR KINDS OF PROJECTS

GPI has completed numerous pedestrian and bicycle access projects. Below are several recent projects involving pedestrian and bicycle mobility and safety design and construction. Unless otherwise noted, GPI provided preliminary engineering, final design, and construction support and inspection services:

1. **Sheridan Hollow Sidewalks, City of Albany, NY** This project included improvements to the pedestrian access facilities along Orange Street, Monroe Street, North Hawk Street and Sheridan Avenue and involved the construction of new sidewalks, replacement of the existing sidewalks, new curbing, ADA complaint curb ramps with detectable warning fields for the vision impaired, high-visibility crosswalks, and associated signage at all pedestrian crossings. This project was started in 2014 and was completed in 2015.
2. **East Dominick Street Roadway Improvements, City of Rome, NY.** This project involved improvements to this commercial corridor and included new curbing, sidewalks, high-visibility crosswalks, shared use lanes with bike symbols, landscape buffers between curb and sidewalks, new signage to improve pedestrian safety, flush "bump-outs," and mid-block crossing with Rapid Rectangular Flashing Beacons. This project started in 2014 and was completed in 2016.



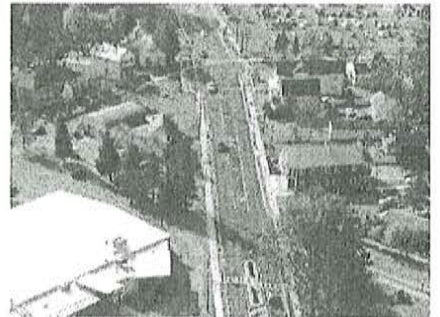
3. **Pedestrian Access and Safety Improvements and Multi-use Path Improvements, Town of Germantown, NY.** This project involved improving pedestrian access, mobility, and safety in the Town of Germantown. The improvements included; new and replaced sidewalks, curbing along portions of Main Street (CR 8), Church Avenue (CR 33), Maple Avenue, and Palatine Park Road through Palatine Park. This project replaced the existing ADA non-conforming crosswalks with high visibility crosswalks. Additionally, the project involved rehabilitation of a multi-use path that included new subbase and stone dust surface to improve pedestrian and bicycle mobility. GPI provided construction support and inspection services. This project construction phase was started in 2016 and was completed in 2017.



4. **State Route 23 Pedestrian Access and Streetscape Improvements, Town of Hillsdale, NY.** This project included providing ADA accessible sidewalks along both sides of the road, new curbing, high-visibility crosswalks at designated locations and intersections, detectable warning fields at all roadway crossings, design of well-defined driveways/curb cuts and reduction in the number of driveways/ curb cuts along the corridor to reduce pedestrian/vehicle conflict points, new traffic signs to enhance pedestrian safety and comply with the MUTCD and NYS Supplement, modified stormwater collection system as needed due to proposed improvements and ADA accessibility, and pedestrian level lighting. This project was started in 2015 and was completed in 2017.



5. **Ballston Avenue Complete Street Reconstruction Project, City of Saratoga Springs, NY** For this locally administered federal aid project, GPI provided preliminary design, final design, construction support and inspection services to the City of Saratoga Springs for this multi-modal safety improvement project.



This project is located along Ballston Avenue (NYS-50) in the City of Saratoga Springs, Saratoga County. Ballston Avenue (NYS-50) is part of the National Highway System (NHS) which is a designation by the Federal Highway Administration (FHWA) that indicates the highways importance related to the nation's economy, defense and mobility. The project limits are from the intersection with Lincoln Avenue northeastward to the intersection with Hamilton Street.

This project included reconstruction of the travel lanes, improving pedestrian and bicycle mobility via new sidewalks along both sides of the road and shared lanes, so the road functions as a "Complete Street". The project included widening of Ballston Ave and realigning the curb line to accommodate a center left-turn lane/flush or a raised median, replacing the traffic signal at Hamilton Street, installing a new traffic control signal at Lincoln Avenue, modifying the Union Street intersection to reduce vehicle turning movement conflicts by utilizing one-way streets away from the intersection, pedestrian scale lighting; high visibility crosswalks and streetscaping included new trees, shrubs, topsoil and seeding of disturbed areas.

QUALITY OF STAFF FOR WORK TO BE DONE

Three fundamentals of managing any project are: 1) *Managing the work* 2) *Managing the people* and 3) *Managing production*. We have established a staff to carry out these three fundamentals. Our leadership consists of a Project Director and a Project Manager and these two leaders have a wealth of experience successfully managing projects. In addition, we have assigned staff with specific and relevant expertise so that the work can be produced at high quality and most efficient manner. Key staff assigned to this project include: Mr. Fred Mastroianni, PE, Vice President, will lead the team during the preparation of the funding application. He has 31+ years of experience in the engineering industry, having both designed and managed numerous engineering projects, including highways, bridges, multi-use trails, and pedestrian and bicycle facilities and site design. He has prepared and been responsible for the development of preliminary plans, environmental assessments, final design plans, construction bid documents, and provided construction support and inspection services. He has prepared numerous funding applications on many projects that received federal and/or state funding for implementation.

- Mr. Christopher Cornwell, PE, LEED®AP, Vice President, who manages the Civil-Highway Department will be the Project Director during the design phase. He has 15+ years of design experience and will be the *main contact person* with the Town. Mr. Cornwell has worked on 30+ federal aid projects including the above noted projects. He is thoroughly knowledgeable of all design standards, including NYSDOT Highway Design Manual, AASHTO Manuals, NYSDOT Standard Specifications, and Complete Street Design Standards. His experience covers a wide range projects from feasibility studies, design reports, detailed design, developing contract plans/specification/estimates and providing construction support services.
- Mr. Edmund Snyder, III, PE, Assistant Vice President, will be the Project Manager during the design phase. He has 17+ years of experience in the transportation field, knowledgeable in highway design, utility design, estimating, and construction inspection. His experience includes both construction inspection and design. His experience also includes preliminary through final design of multi-lane highway reconstruction, bridge replacement, and highway rehabilitation projects for State agencies and municipal transportation agencies.
- Mr. Michael Wieszchowski, PE, PTOE will be the Senior Traffic Engineer and assist Mr. Mastroianni with preparing the application. Mr. Wieszchowski is a certified Professional Traffic Operations Engineer 25+ years of experience in the field of traffic engineering and transportation planning. His experience includes corridor planning, traffic impact studies, accident analysis, traffic flow modeling/simulation, Complete Streets assessments, pedestrian & bicycle facilities, roundabout analysis, traffic signal designs, signing & pavement marking design, traffic calming and access management.
- Mr. Frank Gates will be the Resident Engineer (RE) during the construction phase. Mr. Gates is a highly experienced Engineer/Inspector. He has a 20+ year record of success overseeing all phases of multimillion-dollar construction and infrastructure projects for government and private-sector clients. His experience includes construction of trails, multi-use paths, pedestrian and bicycle facilities.

Resumes of key staff are available for review, if requested by the Town.

FAMILIARITY WITH FEDERAL & STATE REQUIREMENTS

GPI is completely familiar with NYSDOT Procedures for Locally Administered Federal Aid Projects, The NYSDOT Highway Design Manual, Manual of Uniform Traffic Control Devices, NYSDOT Standard Specifications for Construction, NYSDOT Project Development Manual, and NYSDOT Pavement Design Manual all which will be utilized for successful completion of this project. GPI is accustomed to coordinating project approvals with all agencies including municipal, NYSDOT and FHWA agencies. From our inception, GPI's core business has been highway and bridge projects throughout the northeast and the bulk of them were federally and state funded. In addition to working with NYSDOT and FHWA, we have coordinated and obtained approvals from SHPO, NYSDEC and ACOE on many federal aid projects as part of the design process. In the last five years in Region 1, we have worked on almost 40 locally administered federal aid projects, which required approvals and coordination from the above noted agencies. On the majority of these project we have completed various tasks including preparation of the Draft and Final Design Approval Documents, conducting environmental screenings including identifying appropriate environmental classifications and compliance with SEQRA and NEPA process, preparation of final design plans, specifications, construction bid documents, assisting our clients in preparing the bid documents, addressing questions from prospective bidders, analyzing bid results, and supplying appropriate documents to NYSDOT to construct project. We highly recommend the Town contact Mr. Lorenzo Distefano, PE, NYSDOT Region 1 Local Projects Unit: p- 518.485.1715 | e- ldistefano@dot.state.ny.us

ORGANIZATION & FINANCIAL RESPONSIBILITY

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

LOGISTICS & FAMILIARITY WITH THE AREA

GPI Albany office is located on Wolf Road in the Town of Colonie and we are within 20 minutes of the Town Hall. GPI has provided Engineering Services in the Town specifically related to the Pedestrian Safety Action Plan and we anticipate the project improvements will piggy-back with the PSAP locations. We also have staff who regularly travel in the Town for both business, entertainment and visiting family.



Town of Clifton Park

Planning Department

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

July 16, 2018

RE: 2018 Transportation Alternatives Program (TAP) and
Congestion Mitigation and Air Quality Improvement (CMAQ) Program

Dear LDSA Firm:

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

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

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

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

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

Interested firms should submit **five (5)** copies of their Expression-of-Interest (EOI) to the address noted below no later than **July 30, 2018**. An EOI consists of no more than three typewritten, single-sided pages providing sufficient information regarding the firm's qualifications as they relate to the above selection criteria. This supplemental information shall include current workload, current staffing and recent project designations that are similar in size and scope not included in the original LDSA proposal. For the quality of staff, the proposed Project Team should include only full-time employees currently employed as of the date of the EOI. For similar projects experience, include the date the project started and completed or identify that it is ongoing.

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

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

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

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

Sincerely,

John P. Scavo

John Scavo
Director of Planning

GPI / Greenman-Pedersen, Inc.
Fred C. Mastroianni, P.E.
Hanover Square
435 New Karner Road
Albany, New York 12205-5831

Clark Patterson Lee
30 Century Hill Drive, Suite 104
Latham, NY 12110

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

McFarland Johnson
60 Railroad Place, Suite 402
Saratoga Springs, NY 12866

Foit Albert Associates
435 New Karner Road
Albany, NY 12205

Cynthia, Zlogar

From: Jennifer Viggiani
Sent: Monday, August 21, 2023 9:15 AM
To: Cynthia, Zlogar; Tom McCarthy; Mark Heggen; John Scavo
Cc: Phil Barrett; Anthony Morelli; Lynda Walowit; Agatha, Reid; Christopher, O'Hara
Subject: Request for TB Res - Authorize Engineering Services for Town Center Walkability Clifton Country Road Pedestrian and Bike Improvements
Attachments: Request TB Res_Engineering Agreement Town Center Walkability Clifton Country Rd Ped and Bike.pdf; TB Res 159 of 2023_NYS DOT Master Agreement authorization_Town Center Walkability.pdf; LDSA Professional Services Procurement Materials for TAP-CMAQ Project.pdf; 1762.60_agreement.pdf; 1762.60 Town Center Walkability_Clifton Country Road Corridor Pedestrian and Bike Improvement Project

Good morning,

Looking ahead to September, the Planning Department kindly requests Town Board authorization for a professional engineering services agreement for the PIN 1762.60 / D040896 Town Center Walkability Clifton Country Road Corridor – Pedestrian and Bike Improvement Project, following up on the state grant contract funding agreement the Town Board authorized in July 2023. The Town was awarded the amount of \$1,781,000 through the Transportation Alternatives Program (TAP) – Congestion Mitigation and Air Quality Improvement Program (CMAQ).

Attached please find the following materials for your review:

- Request for TB Resolution
- TB Res. 159 of 2023 (7/3/23)
- LDSA professional services procurement materials for this TAP-CMAQ funded project
- Engineering Professional Services Agreement for the Preliminary Design and Final Design for construction of ADA sidewalks and bicycle lanes.

The Project Location is: Clifton Country Road from its intersection with NYS 146 south to its intersection with Clifton Park Center Road (at the intersection directly across from Hollandale Apartments and the new crosswalks installed under the PSAP funding).

Please also know that the Town had previously submitted the proposed, attached engineering agreement to NYS DOT for their review for DOT's review, per attached email record.

Thank you very much for your consideration of these materials and continued support for this project in Town Center, with its new Chick-Fil-A and upcoming Bass Pro Shops, amidst the new Town Center Park and new Druthers Restaurant, to name a few of the recent and upcoming investments in this key economic area of town.

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

Cynthia, Zlogar

From: Jennifer Viggiani
Sent: Thursday, June 22, 2023 11:27 AM
To: Lorenzo DiStefano - NYS DOT Region 1 (Lorenzo.Distefano@dot.ny.gov); lorenzo.distefano@dot.ny.gov
Cc: Lorenzo Cuneo (Lorenzo.Cuneo@dot.ny.gov); Carrasquillo, Josephine (DOT); Scavo, John; Edmund Snyder III
Subject: 1762.60 Town Center Walkability_Clifton Country Road Corridor Pedestrian and Bike Improvement Project
Attachments: 1762.60_Town Center Walkability_Clifton Country Rd Ped and Bike_Request DOT Master Agreement.pdf; 1762.60_agreement.pdf

Good morning, Lorenzo and team!

Happy Summer!

Are you okay with GPI's proposed scope and consultant agreement? Thank you so much for considering this project document!

If you need any more details or edits of GPI's proposal, please let us know at your convenience!

We're looking forward to getting this Master Agreement started with you!

Have a great day, and thank you so much!!!

Sincerely,

Jen Viggiani
Town of Clifton Park – Planning Department
www.cliftonpark.org

From: Jennifer Viggiani
Sent: Monday, May 22, 2023 3:20 PM
To: Lorenzo DiStefano - NYS DOT Region 1 (Lorenzo.Distefano@dot.ny.gov) <lorenzo.distefano@dot.ny.gov>; Lorenzo DiStefano - NYS DOT Region 1 (ldistefano@dot.state.ny.us) <ldistefano@dot.state.ny.us>
Cc: Edmund Snyder III <esnyder@gpinet.com>; John Scavo <jscavo@cliftonpark.org>
Subject: 1762.60 Town Center Walkability_Clifton Country Road Corridor Pedestrian and Bike Improvement Project

Dear Lorenzo,

Great meeting with you and your team! Attached please find GPI's proposed scope and consultant agreement for your review, and the Town of Clifton Park's request for the Master Agreement and Preliminary Design Authorization for the PIN 1762.60 Town of Clifton Park Town Center Walkability: Clifton Country Road Corridor Pedestrian and Bike Improvement Project.

Thank you!

Have an awesome week,

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

RESOLUTION

#3

Resolution No. ____ of 2023, a resolution authorizing an agreement for professional engineering services for the Town Center Walkability project, funded by the Transportation Alternatives Program (TAP)- Congestion Mitigation and Air Quality Improvement Program (CMAQ).

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

WHEREAS, by Resolution 159 of 2023, the Town Board authorized the implementation and funding in the first instance of the project of \$342,000 to cover the cost of project planning and design, and

WHEREAS, a request for qualifications was issued and responses returned by July 30, 2018, and

WHEREAS, a selection committee reviewed the responses and selected Greenman-Pedersen, Inc. (GPI), based on their highest weighted score on the group's rubric; now, therefore, be it

RESOLVED, that the Supervisor is authorized to sign an agreement with GPI for planning, design and construction inspection services for the Town Center Walkability project, in an amount not to exceed \$342,000 to be paid from H66-07629-00135 (Capital Projects Fund – Town Center Walkability-Trails Contractual – Engineering).

Resolution No. 159 of 2023, 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 Councilman Morelli, who moved its adoption, seconded by Councilman O'Hara.

WHEREAS, a Project, Town Center Walkability Clifton Country Road Corridor Pedestrian and Bike Improvement Project, PIN 1762.60/D040896, 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, be it

RESOLVED, that the Town Board hereby approves the above-subject project, and be it further

RESOLVED, that the Town Board hereby authorizes 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 be it further

RESOLVED, that the sum of \$342,000 hereby appropriated from H66-07629-00135 (Capital Projects Fund-Town Center Walkability- Trails Contractual- Engineering) and made available to cover the cost of participation in the above phases of the Project, and be it further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, 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 be it 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 be it 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 be it further

RESOLVED, this Resolution shall take effect immediately.


ROLL CALL VOTE

Ayes: Councilman Morelli, Councilwoman Reid, Councilman O'Hara,
Councilwoman Walowitz, Supervisor Barrett

Noes: None

DECLARED ADOPTED

July 3, 2023


Teresa Brobston, Town Clerk

THIS IS TO CERTIFY THAT THIS IS A
TRUE COPY OF A RECORD ON FILE IN
THE OFFICE OF THE TOWN CLERK.

SIGNED *Verisa Brohston*
TOWN CLERK, TOWN OF CLIFTON PARK
COUNTY OF SARATOGA, STATE OF NY

DATE *7-5-2023*

**Architectural/ Engineering
Consultant Agreement**

PIN (s) 1762.60 Municipal Contract No. _____

Agreement made this _____ day of _____ by and between

Town of Clifton Park

Having its office located at 1 Town Hall Plaza, Clifton Park, NY (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 **Town of Clifton Park Town Center Walkability: Clifton County Road Corridor Pedestrian and Bike Improvement Project, Town of Clifton Park, Saratoga County, New York** (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} ~~Planning Department Director~~ is authorized to enter this Agreement on behalf of the Town,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This Agreement consists of the following:

- **Agreement Form** - this document titled "Architectural/Engineering Consultant Agreement"
- **Attachment "A"** - Project Description and Funding
- **Attachment "B"** – Scope of Services
- **Attachment "C"** - Salary Schedule, Direct Non-Salary Cost, Staffing Tables, and Summary of Cost

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 plans, estimates and other services and deliverables more specifically described in Attachment "B".

2.2 The CONSULTANT shall ascertain the applicable practices of the Town, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. Work required under this Agreement shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

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

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

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

PIN 1762.60 – Town of Clifton Park Town Center Walkability: Clifton County Road Corridor Pedestrian and Bike Improvement Project, Town of Clifton Park, Saratoga County, New York

3.1 Cost Plus Fixed Fee Method		
DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
<p>Item I</p> <ul style="list-style-type: none"> Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Agreement, plus properly allocable partial salaries of all persons working part-time on this PROJECT. The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Town. If, within the term of this Agreement, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance. 	<ul style="list-style-type: none"> Actual cost incurred in the performance of this Agreement as identified in Attachment "C" or otherwise approved in writing by the Town or its representative. Not to exceed the maximum allowable hourly rates of pay described in 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 monthly 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.
<p>Item II</p> <ul style="list-style-type: none"> Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Agreement; all subject to audit. 	<ul style="list-style-type: none"> All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor. 	
<p>Item III</p> <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 	

PIN 1762.60 – Town of Clifton Park Town Center Walkability: Clifton County Road Corridor Pedestrian and Bike Improvement Project, Town of Clifton Park, Saratoga County, New York

DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
<p>Item IV</p> <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 CONSULTANT’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. 	<p>The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE and shall be a FAR compliant rate initially established as 165%, in all events not to exceed 165%, subject to audit.</p>	
<p>Item V</p> <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 <u>\$28,798</u> 	
<p>Item VI</p> <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>	<p>Maximum Amount Payable under this Method shall be <u>\$342,000</u></p>	

ARTICLE 4. INSPECTION

The duly authorized representatives of the Town, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) and the FEDERAL HIGHWAY ADMINISTRATION (FHWA), shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 5. AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of the Town:

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

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

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

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

ARTICLE 6. FINAL PAYMENT

6.1 The Town will make final payment within sixty (60) calendar days after receipt of an invoice that is properly prepared and submitted, and all appropriate documents and records are received, provided the CONSULTANT is not in default of this Agreement.

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

ARTICLE 7. EXTRA WORK

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

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

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

ARTICLE 8. INDEMNIFICATION; INSURANCE

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

Further, the CONSULTANT shall defend, indemnify and save harmless the Town, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the CONSULTANT, its subcontractors, agents or employees, to the extent of its responsibility for such claims, damages, losses and expenses. Such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent or intentional performance of service, within the meaning of this Article, shall include, in addition to negligence or intent founded upon tort, negligence or intent based upon the CONSULTANT'S failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the Town beyond such as may legally exist irrespective of this Article or this Agreement.

The CONSULTANT shall procure and maintain for the duration of the work for the Project, Professional Liability Insurance in the amount of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00), issued to and covering damage for liability imposed on the CONSULTANT by this Agreement or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by this Agreement. The CONSULTANT shall supply any certificates of insurance required by the Town and adhere to any additional requirements concerning insurance.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

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

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

ARTICLE 10. INTERCHANGE OF DATA

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

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, nor had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an

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

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

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

The prospective participant also agrees by submitting his or her bid or proposal that 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.
- 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 signatory to this Agreement, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the PROJECT including:

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

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

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS

For all contracts other than personal services in excess of \$5,000, the CONSULTANT shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be

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

ARTICLE 27. WAGE AND HOURS PROVISIONS

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

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

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

THIS SPACE LEFT BLANK INTENTIONALLY.

SIGNATURE PAGE FOLLOWS.

PIN 1762.60 – Town of Clifton Park Town Center Walkability: Clifton County Road Corridor Pedestrian and Bike Improvement Project, 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	Greenman-Pedersen, Inc.
By: _____	By: _____
Date: _____	Date: _____

STATE OF NEW YORK

SS:

_____ OF _____

On this _____ day of _____, 2023 before me, the subscriber, personally appeared to me known as _____, who, being by me duly sworn, did depose and say- that he/she resides at _____, New York; that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of the Town .

Notary Public, _____, N.Y.

STATE OF NEW YORK

SS:

_____ OF _____

On this _____ day of _____, 2023 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: 1762.60

Term of Agreement Ends: December 31, 2024

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: June 1, 2023

Finish Date: December 31, 2024

PROJECT DESCRIPTION:

Preliminary Design and Final Design for construction of ADA sidewalks and bicycle lanes

PROJECT LOCATION:

Clifton County Road from its intersection with NY 146 south to its intersection with Clifton Park Center Road

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

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

\$342,000.00

ATTACHMENT B

PIN 1762.60
Town of Clifton Park Town Center Walkability
Clifton County Road Corridor Pedestrian and
Bike Improvement Project
Town of Clifton Park
Saratoga Town, New York

EXECUTIVE SUMMARY

The project will enhance pedestrian and bicyclist facilities along Clifton Country Road, Clifton Park's "Main Street" in the Town Center area, from its intersection with NY 146 south to its intersection with Clifton Park Center Road. This project will also build on the crossing improvements that were completed in 2021 under the NYS DOT Pedestrian Safety Action Plan.

On the west side of Clifton Country Road, the proposed project will replace a section of deteriorated sidewalk and install new ADA compliant sidewalks from the intersection of NYS 146 to the intersection of Clifton Country Road with Village Plaza Road. Private developers have recently constructed a new wide ADA compliant sidewalk and a 1,700 linear foot long pathway on the west side of Clifton Country Road beginning at the intersection of Village Plaza Rd and ending near the southern intersection of McDonough Way. From this point, the proposed project will design and construct a new segment of pathway along the west side of Clifton Country Road to the intersection of Clifton Park Center Road. The project will also include a new mid-block crossing, from the Village Plaza mixed use apartment to the Clifton County Mall. In addition, the new crosswalks will be provided at the intersections of Southside Drive and Clifton Park Center Road, Village Plaza Road and McDonough Way.

On the east side of Clifton Country Road, the proposed project will replace the deteriorated walkway beginning at the intersection with Clifton Park Center Road to McDonough Way (south end) with new ADA compliant sidewalks. From McDonough Way (south end) to the intersection of Route 146, new ADA sidewalks will be constructed to fill the gap in the existing sidewalk system.

The Town was completed the NYSDOT Pedestrian Safety Action Plan (PSAP) program to enhance the intersections of Clifton Country Road with Clifton Park Center Road, Wall Street and McDonough Way (east end), and a mid-block crossing south of Wall Street. This project builds upon those improvements.

The project meets a critical demand for safe surface transportation of pedestrians in this busy Town Center area which has a mix of commercial and residential uses within easy walking distance. This project will address a surface transportation problem by providing a fully accessible and safe walkway system along both sides of Clifton Country Road. The project will have several benefits to the community and region, such as:

- improving safety for residents and tourists by offering a safe, fully ADA accessible surface for walkers or runners;

PIN 1762.60 – Town of Clifton Park Town Center Walkability: Clifton County Road Corridor Pedestrian and Bike Improvement Project, Town of Clifton Park, Saratoga County, New York

- providing a non-motorized healthy transportation alternative;
- increasing mobility and accessibility for users of all ages and abilities; and overall,
- providing safe pathways for children and families to travel between places where they live, work, shop and play.

The projected PS&E date is currently programmed for FFY 2024 in accordance to the STIP as:

Preliminary Design (TAP FLEX)	\$137,000
Preliminary Design (NFA)	\$34,000
Detailed Design (TAP FLEX)	\$137,000
Preliminary Design (NFA)	\$34,000
Construction (TAP Flex)	\$1,325,000
Construction (NFA)	\$386,000
Construction Inspection (TAP Flex)	\$183,000
Construction Inspection (NFA)	<u>\$45,000</u>
TOTAL	\$2,281,000

It is anticipated that this project will be progressed as a Class II Programmatic Categorical Exclusion under the NEPA determination and an Unlisted Action under the SEQRA process. The Design Approval Document (DAD) will be an Initial Project Report/Final Design Report (IPP/FDR) as outlined in the NYSDOT Project Development Manual.

All work will be completed in accordance with the requirements set forth in the “Local Project Manual” (LPM) Manual and will be designed and constructed in accordance with the latest NYSDOT “Standard Specifications for Construction and Materials”.

SECTION 1 – GENERAL

1.01 PROJECT DESCRIPTION AND LOCATION

This project is known as:

**Town of Clifton Park Town Center Walkability: Clifton County Road Corridor
Pedestrian and Bike Improvements Project**

PIN: **1762.60**

Project Description: **Construction of ADA facility for Pedestrian and Bicyclists**

Municipality: **Saratoga County**

Town: **Clifton Park**

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

1.02 CONTRACT ADMINISTRATOR

The **Town's** Contract Administrator for this project is **John Scavo**

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

John Scavo
Planning Department Director
Town of Clifton Park
1 Town Hall Plaza
Clifton Park, NY 12065
518.371.6654
jscavo@cliftonpark.org

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

1.03 PROJECT CLASSIFICATION

The project is assumed to be a Class II action (Automatic Categorical Exclusion) under USDOT Regulations, 23 CFR 771, in which FHWA will be the lead agency.

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

1.04 CATEGORIZATION OF WORK

Project work is generally divided into the following sections:

- Section 1 – General
- Section 2 - Data Collection & Analysis
- Section 3 - Preliminary Design
- Section 4 – Environmental
- Section 5 - Right-of-Way – *Not Anticipated*
- Section 6 - Detailed Design
- Section 7 – Advertising, Bid Opening & Award
- Section 8 – Construction Support – *Future Supplemental Agreement*
- Section 9 – Construction Inspection – *Future Supplemental Agreement*
- Section 10 – Estimating & Technical Assumptions

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

1.05 PROJECT FAMILIARIZATION

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

- Plans for future related transportation improvements and/or development in the project area;
- Available traffic data – latest Town counts and studies;
- Crash records and history;
- Record as-built plans;
- Pavement history;
- Anticipated permits and approvals (initial determination);
- Other relevant documents pertaining to this project;

The **Consultant** will become familiar with the project before starting any work. This includes thorough review of all supplied project information and a site visit to become familiar with field conditions. Much of this information was collected as part of the TIP Application but will require review.

1.06 MEETINGS

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

- Present, discuss, and receive direction on the progress and scheduling of work in this agreement;
- Present, discuss, and receive direction on project specifics;
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies;
- Preview visual aids for in person or virtual public meetings;
- Manage subconsultants and subcontractors.
- Meeting with NYSDOT to discuss the scope of the project.

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

1.07 COST AND PROGRESS REPORT

For the duration of this agreement, the **Consultant** will prepare and submit to the **Town** on a monthly basis a Progress Report in a format approved by the **Town**. The Progress Report must contain the "Progress Report Summary Sheet" (Appendix 6-H of the LPM). The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. In cases where all work under this contract is officially suspended by the **Town**, this task will not be performed during the suspension period. The **Consultant** will keep EBO for design up to date (if required).

1.08 POLICY AND PROCEDURES

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

A. Compliance with Documents

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

- A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO)
- NYSDOT Project Development Manual
- NYSDOT Highway Design Manual
- NYSDOT Standard Specifications (Construction and Materials)
- NYSDOT Environmental Procedures Manual

- National Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) and the NYS Supplement
- Town of Clifton Park Engineering Standards

1.09 SPECIFICATIONS

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

1.10 SUBCONSULTANTS

The **Consultant** will be responsible for:

- Coordinating and scheduling work, including work to be performed by the subconsultants.
- Technical capability of a subconsultant's work with the prime consultant's and other subconsultants' work.

GPI will use subconsultants for project tasks anticipated to involve topography and boundary surveys (Susan Anacker Professional Land Surveyor, PLLC, WBE/DBE)

1.11 SUBCONTRACTOR

Procurement of subcontractors must be in accordance with the requirements set forth in the LAFAP Manual. GPI does not envision the use of any subcontractors as part of the preliminary or detailed design phases.

SECTION 2 – DATA COLLECTION & ANALYSIS

2.01 DESIGN SURVEY

A. Ground Survey

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

With respect to utilities and drainage mapping, the **Consultant** will survey all surface utilities (water valves, hydrants, gas valves, utility poles, etc.); and drainage structures. Any other sub-surface utilities will be located via field markings or plans provided by the utility owner(s). This work will include coordination with the utilities or municipalities involved, and with any underground utility location service. Any manholes, catch basins, and drop inlets will be investigated for condition, size of pipes, and inverts. The utility locations surveyed shall be incorporated into the project base mapping.

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

The **Consultant** will utilize the State Plane Coordinate System based on North American Datum of 1983 for Horizontal and NAVD 88 for Vertical Control. The **Consultant** will investigate and if practical and economical, the survey should be tied into the NAD 83-96 Base Network.

The **Consultant** will establish primary project control, by GPS techniques, should be of at least C2-1 order as defined in the Geometric Geodetic Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques, Federal Geodetic Control Committee.

The **Consultant** will obtain and produce a 3- dimensional digital terrain data model by means of a ground survey and locating all prominent features within the project limits. All feature codes and file formats shall conform to those specified in the CADD Standards and Procedure Manual.

The **Consultant** will provide supplemental ground survey for design purposes to update the base mapping and digital terrain model when necessary.

The survey and mapping linear limits are discussed in Section 1. The survey band width shall be 50 feet from each side of the roadway centerline, wider geometry will be obtained at both the intersections.

B. Survey of Wetland Boundaries

The **Consultant** will perform the field survey necessary to accurately locate any delineated wetland boundaries. The field survey will be performed soon after the delineation and assumed to be performed by handheld GPS methods with centimeter accuracy.

C. Existing Right-of-Way (ROW) Survey

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

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

The existing highway boundary will be added to the Design Mapping under Section 2.02.

D. Record Research and Analysis

The Town shall provide ROW records for the project area. The Consultant shall conduct additional record searches, as required, to determine all property and highway (ROW) rights or interests which affect the project's highway(s), [See Chapters 2 & 4 of the ROW Mapping Procedure Manual.] This research may also identify additional boundary information which may need to be located in the field.

The Consultant shall review all the available ROW survey information for accuracy and completeness and inform the Town of additional field survey required to accomplish ROW Mapping.

E. Highway Boundary Determination and Mapping

The Consultant shall determine the existing highway boundary and adjacent property lines for the project's highway(s), [See Chapter 4 of the ROW Mapping Procedure Manual]. This information shall be incorporated into the project mapping.

2.02 DESIGN MAPPING

The **Consultant** will provide base mapping conforming to Section 5.4 of the Highway Design Manual and the CADD Standards & Procedure Manual. This mapping shall incorporate the design survey data obtained under Section 2.01. All graphics generated from terrain data shall be created and produced within the current version of Micro Station (by Bentley Systems, Inc.), and the resultant file formats shall be "DGN" (file translations are not acceptable). All CADD files shall conform to the naming, format and metadata

requirements of the CADD Standards and Procedure Manual. The base mapping will include:

- All base mapping shall be 1 inch = 40 feet scale (Half size drawings 11x17")
- Digital Terrain Model (DTM) for the project. All DTM's including associated coordinate databases shall be delivered in InRoads 'DTM' and 'ALG' formats, and shall be feature based as outlined in the CADD Standards and Procedure Manual
- Locate all planimetric features within the survey limits.
- Locate above ground and underground utilities that includes gas line, manholes, poles, etc.
- Drainage system, including size and type of structures and pipes, and their invert elevations and existing adjacent stream reach profile.
- Wetlands boundaries.
- Trees and other landscaping features.
- Existing right-of-way and property lines will be shown on the design mapping. It is assumed that the proposed roadway improvements will impact the existing ROW and therefore some ROW acquisition or easement maps will be required. The Consultant will prepare all necessary taking maps needed to construct and maintain the proposed improvements.

The **Consultant** will provide supplemental mapping based upon the supplemental field survey for design purposes and to keep the mapping current.

The **Consultant** will include in the contract plans:

- Survey Baseline Ties, with each baseline point shall be provided with a minimum of three (3) baseline ties
- Survey Benchmarks with a minimum of two per the project area

2.03 DETERMINATION OF EXISTING CONDITIONS

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

2.04 CRASH DATA AND ANALYSIS

Not anticipated for this project.

2.05 TRAFFIC COUNTS

Not anticipated for this project.

2.06 CAPACITY ANALYSIS

Not anticipated for this project.

2.07 FUTURE PLANS FOR ROADWAY & COORDINATION W/ OTHER PROJECTS

The **Town** will provide a brief written statement specifying whether or not plans exist to reconstruct or widen the highway segments immediately adjacent to the project within the next twenty years. The consultant will investigate future utility improvements.

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

2.08 PAVEMENT /EVALUATION

Not anticipated for this project.

2.09 HYDRAULIC ANALYSIS

Not anticipated for this project.

2.10 STORMWATER TREATMENT SYSTEM

Not anticipated for this project.

2.11 UTILITY COORDINATION AND RELOCATION

The **Consultant** will coordinate with all utility owners within the project limits during the preliminary design phase to discuss any utility relocation needed to implement the proposed improvements.

SECTION 3 – PRELIMINARY DESIGN

3.01 DESIGN CRITERIA

The **Consultant** will identify the applicable design standards to be used for this project, and will establish project-specific design criteria in accordance with the LPM.

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

Based upon the selected design criteria, the **Consultant** will identify all existing non-standard features that are within the project limits. Non-standard features that correlate with a high accident rate will be noted. Any substandard feature that is to be retained will be justified and included in the Design Report.

3.02 DEVELOPMENT OF ALTERNATIVES

A. Selection of a Design Alternative

The **Consultant** will identify and make rudimentary evaluations of alignment alternatives concept that would meet the **Town's** defined project objectives. The evaluations are not to be carried beyond the point of establishing the feasibility of each alignment alternative; any significant environmental and geometric design constraints will be identified.

For each design alternative, the **Consultant** will prepare within the project limits rudimentary sketches of plan, profile and typical section views which show:

- On plan: proposed centerlines, pavement edges, travel lane and shoulder widths, utility impacts, curve radii and termini, intersection improvements, construction limits and existing and anticipated ROW and/or easements needed.
- On profile: theoretical grade lines, vertical curve data, grades and touchdown points.
- On typical section: lane and shoulder widths, ditches, underdrain system if needed and sides lopes.
- Where necessary: important existing features.
- Where pertaining to feasibility: significant environmental, ROW, and geometric design constraints, labeled as such.

The sketches will include only the minimum information needed to select design alternative alignment to be studied in further detail.

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

B. Detailed Evaluation of the Design Alternative

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

- Design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the LPM.
- Environmental constraints and potential environmental impact mitigation measures, including stream design work at culvert replacement locations
- Traffic flow and safety considerations, including signs and pavement markings
- Pavement typical section
- Drainage systems
- Guide rail location and type

- Driveway modifications
- Maintenance responsibility
- Work zone traffic control during construction
- Soil considerations
- Utilities
- Right-of-way acquisition
- Accessibility for pedestrians and bicyclists
- Lighting – assume to not be required
- Construction cost factors.

The **Consultant** will prepare the following drawings for each design alternative analyzed:

- 1"=40' plans showing (as a minimum) stationed centerlines, roadway geometrics, pavement edges, travel lane and shoulder widths, intersection improvements, guide railing, drainage features, utility impacts, stream location, major drainage features, driveway modifications, wetlands location and impacts (if any), construction limits, cut and fill limits, existing and proposed right-of-way acquisition limits.
- Profiles, at a scale of 1"=40' horizontal and 1"=4' vertical, showing (as a minimum) the vertical datum reference; significant elevations; existing ground line, theoretical grade line, grades, vertical curve data including sight distances, centerline stations and equalities, superelevation data, construction limits and touchdown points.
- Typical sections showing (as a minimum) pavement type and thickness, lane and shoulder widths, guide railing where needed, ditches, underdrain system (if needed) and sides lopes.

3.03 COST ESTIMATE

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

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

3.04 PREPARATION OF DRAFT DESIGN APPROVAL DOCUMENT

For this project, the Design Approval Document (DAD) will be a Initial Project Proposal Report/Final Design Report (IPP/FDR).

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

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

The **Consultant** will submit an electronic copy of the Draft DAD to the **Town** for review. The **Town** will review the Draft DAD and provide the **Consultant** with any review comments and the **Consultant** will revise the Draft DAD to incorporate the comments.

3.05 ADVISORY AGENCY REVIEW

The **Consultant** will provide the **Town** with an electronic copy to the of the signed Draft DAD for distribution to advisory agencies. The **Town** will distribute the Draft DAD to the advisory agencies.

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

3.06 PUBLIC INFORMATION MEETINGS

The **Consultant** will assist the **Town** at one (1) public information meetings with advisory agencies, local officials, and citizens, at which the **Consultant** will attend the meeting and present the project objectives and technical discussions of the design alternative. The **Consultant** will prepare a PowerPoint presentation, visual aids and displays (preliminary design plans overlaid on aerial mapping, photo-simulation and typical sections) for review and approval by the **Town** prior to the meeting. The **Consultant** will modify the visual aids and displays based upon comments received, finalize and provide them at the meeting.

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

It is anticipated that the Public Information Meeting will be conducted to go over the scope of the project, conduct a technical discussion of the design alternative, and obtain initial feedback, prior to development of any design alternatives. The second meeting will mainly consist of technical discussion of the design alternative(s).

3.07 PREPARATION OF FINAL DESIGN APPROVAL DOCUMENT (DAD)

The **Town** will obtain all necessary approvals and concurrences and will publish all legal notices.

The **Consultant** will prepare the Design Recommendation and will modify the DAD to include the Design Recommendation, re-title the DAD in accordance with the LPM, and update existing conditions and costs as necessary. The **Consultant** will incorporate changes resulting from the advisory agency review and all public information meetings.

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

The **Town** will submit an electronic copy of the Final DAD to the NYSDOT for a Final Environmental Determination. The NYSDOT will make the determination or obtain FHWA's determination. If necessary, the NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review.

The **Town** will grant or obtain design approval, through the NYSDOT.

SECTION 4 – ENVIRONMENTAL

4.01 NEPA CLASSIFICATION

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

The project is assumed to be a Class II action and be considered as an Automatic Categorical Exclusion. The **Consultant** will complete the NEPA Checklist and forward the completed checklist to the **County** for forwarding to the NYSDOT (with the Final DAD) for a final NEPA determination.

The Lead Agency for NEPA is the Federal Highway Administration (FHWA).

4.02 SEQRA CLASSIFICATION

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

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

4.03 SCREENINGS AND PRELIMINARY INVESTIGATIONS

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

- General Ecology and Endangered Species – assume no adverse impact.
- Groundwater – assume no adverse impact
- Surface Water – assume no adverse impact
- State Wetlands – assume no adverse impact
- Federal Jurisdictional Wetlands – assume no adverse impact
- Floodplains – assume no adverse impact
- Coastal Zone Management – assume no adverse impact
- Navigable Waterways – assume none exist in the project area
- Historic Resources – assume no adverse impact
- Hazardous Waste and Lead Paint - assume no adverse impact
- Asbestos - assume no adverse impact
- Noise – assume no adverse impact
- Air Quality – assume no adverse impact
- Energy – assume no adverse impact
- Farmlands – assume none exists
- Visual Impacts – assume no adverse impact
- Critical Environmental Areas – assume none exists

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

4.04 DETAILED STUDIES AND ANALYSES

Based on the work performed in Section 4.03, the Consultant will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the County must concur with the Consultant’s determination.

Detailed study or analysis work will be performed and documented as per the NYSDOT “Locally Administered Federal Aid Procedures Manual”. The results of the detailed study or analysis will be summarized in the appropriate section of the DAD.

Stormwater Pollution Prevention Plans (SWPPP) and Report are not anticipated to be required to address post stormwater runoff as the project is a linear sidewalk project and is exempt from this requirement

4.05 PERMITS AND APPROVALS

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

- NYSOPRHP Determination.
- NYSDOT (Highway Work Permit)

The **Consultant** will prepare the documentation needed for all of the necessary permit applications for distribution by the **Town** to the agencies.

4.06 ENVIRONMENTAL HEARING

Not anticipated for this project

SECTION 5 – RIGHT-OF-WAY (Not anticipated for this project)

SECTION 6 – DETAILED DESIGN

6.01 PRELIMINARY BRIDGE PLANS

Not Applicable

6.02 ADVANCE DETAIL PLANS (ADP)

The **Consultant** will develop the approved highway design alternative to the ADP stage. At this stage all plans, specifications, estimates and other associated materials will be 90% complete.

As part of this task, the **Consultant** will prepare template cross sections at 50-foot intervals.

ADP will be prepared in accordance with the LPM and it is anticipated to include the following:

- Title Sheet
- Index and Abbreviations
- Typical Sections
- Legend, Line and Point Symbology
- General Notes
- Baseline Ties and Benchmarks
- Horizontal Control Plan and Tables
- Work Zone Traffic Control Plans and Details
- Plan and Table of Highway Maintenance Jurisdiction
- Miscellaneous Tables
- Drainage and Miscellaneous Details
- General Plans – 1” = 40’ B size
- Utility, Drainage and Erosion Control Details
- Signing and Pavement Marking Plans
- Sign Text Data Sheets
- Utility and Drainage Plans
- Estimate of Quantities

The **Consultant** will prepare and submit the ADP’s to the **Town** and to NYSDOT for review. The **Consultant** will modify the design to reflect the review of the ADP package.

6.02 CONTRACT DOCUMENTS

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

- Instructions to bidders
- Bid documents
- Contract language, including applicable federal provisions and prevailing wage rates
- Special notes
- Specifications
- Plans
- A list of supplemental information available to bidders (i.e., pavement cores, record as-built plans, etc.)
- Other pertinent information

The **Consultant** will submit an electronic copy of the contract documents to the **Town** for approval. Upon approval, the **Town** will submit a copy of the Contract Documents to the NYSDOT as described in the LPM.

6.03 COST ESTIMATE

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

6.04 UTILITIES

The **Consultant and the Town** will coordinate all with affected utility companies to discuss utility conflicts and develop preliminary relocation plans of any impacted facility and any potential utility needs such as easements that may be needed for the utility relocations. The **Consultant** will assist the **Town** in preparing the relocation agreements with utility companies.

It is assumed that Utility Agreements will be needed due the need to relocate the utilities. Assume a maximum of three (3) utility agreements. The **Consultant** will prepare all necessary documentation, coordinate with all affected utility owners and obtain all utility agreements.

It is assumed that any private utility betterments will be designed by the respective utility owner and the **Consultant** will add that information into the detailed design plans.

6.05 RAILROADS

Not Applicable

6.06 BRIDGE INVENTORY AND LOAD RATING FORMS

Not Applicable

6.07 INFORMATION TRANSMITTAL

Upon completion of the contract documents, the **Consultant** will transmit PDF files of the plans and bid documents to the **Town** via e-mail or flash drives.

SECTION 7 – ADVERTISEMENT, BID OPENING AND AWARD

7.01 ADVERTISEMENT

The **Consultant** will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publications identified by the **Town**. The Advertisement will not be forwarded until authorization is granted by the **Town** and the NYSDOT.

7.02 BID PHASE AND OPENING (Letting)

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

7.03 AWARD

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

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

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

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

SECTION 8 – CONSTRUCTION SUPPORT

(Under a future supplemental)

SECTION 9 – CONSTRUCTION INSPECTION

(Under a future supplemental)

SECTION 10 – ESTIMATING & ADDITIONAL TECHNICAL ASSUMPTIONS

ESTIMATING ASSUMPTIONS

The following additional assumptions have been made for estimating purposes:

Section 1 Estimate 12 meetings, not including the scoping meeting, during the life of this agreement. Estimate 12 cost and progress reporting periods will occur during the life of this agreement. (Not including Supplemental Agreement for Construction Support/Inspection).

Section 3 Estimate 2 alignment concepts will be evaluated.

Estimate that 2 design alternatives will be analyzed in addition to the null alternative.

Estimate 1 cost estimates plus 2 updates will be required.

Estimate 1 public information meetings will be required (Section 3.06).

Section 6 Estimate 1 cost estimate plus 1 update will be required.

Estimate 3 utility companies will be affected and agreements will need to be obtained.

ADDITIONAL TECHNICAL ASSUMPTIONS

- This project will be developed utilizing current NYS Department of Transportation (NYSDOT) specifications and standards in accordance with all applicable publications.
- Plans will be provided as part of the construction bid documents.
- Test pits will not be required to accurately determine below ground utility locations.
- Traffic Control during the field work will be supplied by **Consultant**.
- Any Permits will be completed by the **Consultant** with assistance from and submitted by the **Town**.
- An electronic copy of documents (PDF format) will be transmitted to the **Town** at each submission phase.
- Comments on all submittals will be provided in a timely manner.

ATTACHMENT C

RESOLUTION
4

Resolution No. ____ of 2023, a resolution scheduling a Public Hearing on a proposal to prohibit smoking of all products within the Town owned and managed Parks and Nature Preserves within the Town, by any method.

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

WHEREAS, second-hand smoke has been classified as a Class A Carcinogen, which the U.S. Surgeon General has declared contains no “safe levels”; and

WHEREAS, the proliferation of smoking tobacco and other legal products, both through traditional delivery methods as well as through electronic devices such as “vaping” and electronic cigarettes threatens the free and healthy enjoyment of the Town’s Parks and Preserves,

WHEREAS, cigarette butts are the number one littered item in the world, while tobacco-related litter is unsightly, detracts from the natural beauty of our Parks and Preserves, and can require maintenance resources to clean and remove; now therefore be it

WHEREAS, by resolution 132 of 2017, the Town Board declared all Parks and Preserves within the Town to be “Smoke Free” zones, and

WHEREAS, the Town Board wishes to schedule a Public Hearing on a proposal to amend chapters 152 and 153 of the Town Code to prohibit the smoking of tobacco and non-tobacco products within the Town’s Parks and Preserves, now therefore, be it

RESOLVED, that a public hearing will be held on Monday, September 18, 2023, at 7:05 P.M. in the Wood Memorial room, One Town Hall Plaza, Clifton Park, N.Y. 12065, on a proposed amendment to Chapters 152 and 153 to prohibit smoking, vaping, and the use of non-tobacco smoking products in all Town owned and managed Parks and Nature Preserves.

Resolution No. 132 of 2017, a resolution declaring the parks and nature preserves within the town to be “Tobacco Free Zones”.

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

WHEREAS, second hand smoke has been classified as a Class A carcinogen, which the U.S. Surgeon General has declared contains no “safe levels”, and

WHEREAS, studies have shown that exposure to smoking increases the propensity of young people to smoke cigarettes, and that a majority of smokers begin before the age of 18, and

WHEREAS, cigarette butts are the number one littered item in the world, while tobacco related litter is unsightly, detracts from the natural beauty of our parks and preserves, and requires maintenance resources to clean and remove; now, therefore, be it

RESOLVED, that the Town Board declares that all parks, and nature preserves within the town shall be free from the use or smoking of tobacco products and are hereby declared to be tobacco free zones.

ROLL CALL VOTE

Ayes: Councilwoman Standaert, Councilman Romano,
Councilwoman Walowit, Supervisor Barrett

Noes: None

Absent: Councilman Whalen

DECLARED ADOPTED

May 15, 2017

Patricia O'Donnell, Town Clerk

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

Chapter 152

Nature Preserves

[HISTORY: Adopted by the Town Board of the Town of Clifton Park 2-26-1979 by L.L. No. 5-1979; amended in its entirety 6-18-2007 by L.L. No. 5-2007. Subsequent amendments noted where applicable.]

§ 152-1 Purpose and definition.

- A. The Town recognizes the unique characteristics and benefits to the Town of nature preserves within its borders, and wishes to establish regulations for the use of nature preserves owned or under management by the Town. These regulations shall apply to the Dwaas Kill Nature Preserve, the Vischer Ferry Nature and Historic Preserve, the North Woods Nature Preserve (former Round Lake Reservoir lands), Riverview Nature Preserve and all other nature preserves now owned, managed, or subsequently acquired, designated, or established by the Town of Clifton Park.
- B. The Town of Clifton Park finds and determines that these nature preserves offer unique combinations of undeveloped land, scenic vistas and/or open space which can provide for management and preservation of rare, threatened or endangered species of flora and fauna, provide habitat for birds, fish and other wildlife, permit the study of the natural sciences including biology, botany, ecology, entomology, ecology and geology, and to provide areas for passive, nonmotorized recreational uses including but not limited to educational activities, walking, fishing, hiking, photography, cross-country skiing and snowshoeing.
- C. Preserves may be maintained, altered or modified by the Town to preserve, improve, alter or enhance their character, desirability and usefulness to the people of the Town, consistent with the purposes stated herein.

§ 152-2 Vischer Ferry Nature and Historic Preserve.

[Amended 12-13-2021 by L.L. No. 10-2021]

- A. The Vischer Ferry Nature and Historic Preserve was originally established in 1977 on lands of the New York State Canal Corporation for nature preserve and recreational purposes, made possible by the issuance of a use and occupancy permit to the Town from the New York State Canal Corporation. Lands encompassed within the Preserve were expanded through the issuance of subsequent permits from the Canal Corporation, to the Town, and by land acquisitions made by the Town.
- B. Boundary: The Vischer Ferry Nature and Historic Preserve consists of lands encompassed by real estate permit C-OC-202100217, issued by the New York State Canal Corporation to the Town on, December 13, 2021, including 600+ acres of NYS canal lands adjacent to the Erie Canal Land generally bounded on the east by the Town of Halfmoon and on the west by Frank Street in Clifton Park, as shown on the map associated with the permit and attached hereto and incorporated into this chapter. Also included within the Vischer Ferry Nature Preserve are the following lands acquired by the Town of Clifton Park for Park and Nature Preserve purposes:
 - (1) SBL 293.-2-1, 24.8 acres acquired on December 10, 2001, for nature preserve purposes (Resolution 260 of 2001).
 - (2) SBL 288.-1-76; 2.84 acres acquired for park and preserve purposes on October 27, 1997, per Resolution 214 of 1997.

- (3) SBL 288.-1-48.1; 15 acres acquired March 12, 2003, for park and preserve purposes per Resolution 308 of 2003.
 - (4) SBL 287.16-1-18 , acquired April 28, 2006, pursuant to Resolution 84 of 2006 for park and nature preserve purposes
 - (5) SBL 288.-2-31, acquired April 28, 2006, pursuant to Resolution 84 of 2006 for park and nature preserve purposes.
- C. Uses. The Vischer Ferry Nature Preserve lands shall be for use as a nature and historic preserve, for the purposes of recreation, historic and nature preservation, including: the maintenance of the hiking trails , footbridges, kayak launches, kiosks, parking areas and related recreational uses.
- D. Hunting and discharge of firearms restricted. Hunting shall be restricted within the Vischer Ferry Nature Preserve. Within the Vischer Ferry Nature and Historic Preserve only, hunting shall be restricted to the use of shotguns for duck hunting only, said hunting being limited to the first seven calendar days of duck hunting season as established by the State of New York. Discharge of firearms, or bows of any type, for hunting, target shooting or any other purpose during any time of the year other than as set forth above relative to waterfowl hunting, is prohibited. Hunting is allowed to the exclusion of all other uses, recreational or otherwise, during the above-described seven-day period.
- (1) Dwaas Kill Nature Preserve. The Dwaas Kill Nature Preserve shall only be used for the purposes of recreation and historic and nature preservation, is hereinafter designated as the "Dwaas Kill Preserve" and shall generally be defined as the area of land of approximately 248.485 acres that is bordered on the south by Kinns Road, north by the Canadian Pacific Railway Company (formerly the Delaware and Hudson Railroad) rail line, to the east by Pierce Road, and to the west by Carlton Road, and that is further defined by a subdivision plan/survey map on file with the Town Clerk dated July 21, 2005.
 - (2) North Woods Nature Preserve (former Round Lake Reservoir Lands). The North Woods Nature Preserve formerly known as the "Village of Round Lake Reservoir property," shall only be used for the purposes of recreation and historic and nature preservation, is hereinafter designated as the "North Woods Nature Preserve" and shall generally be defined as the area of land of approximately 80.746 acres that is bordered on the south by West Terrace Court, Burning Bush Boulevard, and Brier Court, to the north by Shadow Wood Way, to the east by Forest Drive and to the west by South Hollow Road and Blue Spruce Lane, and that is further defined by a survey map on file with the Town Clerk dated October 25, 2003.
 - (3) Riverview Nature Preserve. The Riverview Nature Preserve is approximately six acres, along the south side of Riverview Road, bounded by Riverview Orchards to the west, residences of Brian Drive to the east, and lands of New York State Canal Corporation along the southern boundary. The Mohawk River is along the strip of Canal Corporation land along the preserve's southern boundary.

§ 152-3 Hunting and discharge of firearms restricted.
[Amended 12-13-2021 by L.L. No. 10-2021]

Hunting and any discharge of firearms, or bows of any type, are prohibited within any nature preserve owned or managed by the Town of Clifton Park.

§ 152-4 Motorized vehicles restricted.

- (a) Motorized vehicles or crafts of any sort, except for emergency vehicles and vehicles operated by police, environmental conservation officers, town officials or others designated by them on official business, are banned from the nature preserves. This shall include motor vehicles, all-terrain motorized vehicles, snowmobiles, trail bikes, motorcycles, motor boats or any other motor-driven craft. This shall not apply to wheelchairs or motorized vehicles designed to enable an individual with

a disability.

152-4 (b) Smoking and the use of tobacco and cannabis products are prohibited at all Nature Preserves within the Town, including buildings, grounds, parking lots and areas. This includes tobacco, non-tobacco smoking products, vapor products, and the use of vaping devices to inhale cannabis products.

§ 152-5 Nature preserves hours.

The nature preserves shall be open for general public use from 1/2 hour before sunrise to 1/2 hour after sunset. These hours may be varied by the Town Supervisor for special events. These hours shall not conflict with time periods set forth from time to time by the New York State Department of Environmental Conservation or the United States Fish and Wildlife Service for the regulation of waterfowl hunting seasons and hours.

§ 152-6 Prohibited acts.

It shall be unlawful and constitute an offense for any person to:

- A. Utilize or make use of any preserve within the Town except during the hours set forth in this article.
- B. Use or utilize any preserve within the Town for any act or use which is prohibited by this article.
- C. Vandalize, spray paint, break, or damage any property, fixture, building, facility, improvement or structure, or any trees, shrubbery, landscaping materials, and the like in any nature preserve within the Town.
- D. Operate any motor vehicle of any sort on any field, court, park or recreational facility other than for official purposes and in designated areas. This shall include motor vehicles, all-terrain-motorized vehicles, snowmobiles, motorized-trail bikes, motorcycles, or any other motor-driven craft.
- E. Except for lawful hunting and fishing as permitted herein, it shall be unlawful and a violation for any person to harass or harm wildlife, or to permit his or her dog or other domestic pet to do so.
- F. Use or ignite fireworks of any kind, including sparkling devices as defined in Subparagraph (vi) of Subdivision (a) of Paragraph 1 of § 270.00 of the New York State Penal Law, as referenced in § 156-h of the New York State Executive Law. **[Added 8-17-2015 by L.L. No. 9-2015]**
- G. Except for duck hunting as described in § 152-2D, above, within the Vischer Ferry Nature Preserve, the discharge of all firearms, rifles, or bows of any type is strictly prohibited within nature preserves within the Town of Clifton Park. **[Added 12-13-2021 by L.L. No. 10-2021]**
- H. The removal, destruction, or defacement of any signs or postings prohibiting trespass or hunting with any nature preserve owned or managed by the Town of Clifton Park is strictly prohibited. **[Added 12-13-2021 by L.L. No. 10-2021]**
- I. Smoking and the use of tobacco and cannabis products are prohibited at all Parks and Preserves within the Town, including buildings, grounds, parking lots and areas. This includes tobacco, non-tobacco smoking products, vapor products, and the use of vaping devices to inhale cannabis products.

§ 152-7 Penalties for offenses.
[Amended 9-8-2020 by L.L. No. 6-2020]

Any person found to have violated any of the provisions of this chapter shall be guilty of a violation and shall be subject to the following:

- A. For a first offense, a civil penalty not to exceed \$500, in addition to restitution for damage to preserve property. **[Amended 12-13-2021 by L.L. No. 10-2021]**
- B. For a second offense committed within a period of 18 months, a civil penalty not to exceed \$1,000, in addition to restitution for any damage to preserve property.

§ 152-8 Town security officers.
[Amended 9-8-2020 by L.L. No. 6-2020]

The town security officers are authorized to provide for compliance with this chapter and hereby authorized to issue and serve appearance tickets and to participate in the prosecution of any offenses found in this chapter.

§ 152-9 Written plea agreements.
[Added 9-8-2020 by L.L. No. 6-2020]

Appearance tickets issued under this chapter may be resolved by written plea agreement lodged with the court, subject to judicial approval, for individuals represented and unrepresented by counsel. Electronic signatures, scanned or photocopied signatures on plea agreement forms shall be presumptively reliable.

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

Chapter 153

Parks

[HISTORY: Adopted by the Town Board of the Town of Clifton Park 6-18-2007 by L.L. No. 6-2007. Amendments noted where applicable.]

GENERAL REFERENCES

Department of Buildings and Grounds — See Ch. 5A.

Environmental Conservation Commission — See Ch. 13.

Department of Parks, Recreation and Community Affairs — See Ch. 34.

Alcoholic beverages — See Ch. 59.

Mass public assemblies — See Ch. 64.

Burning — See Ch. 80.

Dogs — See Ch. 92.

Firearms — See Ch. 108.

Noise — See Ch. 149.

Nature preserves — See Ch. 152.

Zoning — See Ch. 208.

Article I

Parks, Park Areas and Park Districts

§ 153-1 Findings and determinations.

It is hereby the finding and determination of the Town Board that use of parks and park areas within the Town of Clifton Park beyond established times or in violation of the following prohibitions constitutes and creates disturbance for homeowners and others residing within the vicinity of town parks and park areas.

§ 153-2 Park hours.

All parks and park areas within the Town of Clifton Park, and all areas on the Clifton Common, shall be open for public use from the hours of 5:30 a.m. until 10:00 p.m. or as otherwise posted. This limitation shall apply to all exterior areas and shall not be applicable to activities inside any buildings within any of the aforesaid areas.

§ 153-3 Collins Park.

All dogs at Collins Park shall be on a leash and kept under leash control.

§ 153-4 Prohibited acts.

It shall be unlawful and constitute an offense for any person to:

- A. Utilize or make use of any park within the Town except during the hours set forth at § 153-2 hereinabove.
- B. Use or utilize any park within the Town for any act or use which is prohibited by this article.
- C. Vandalize, spray paint, break, or damage, any property, fixture, building, facility, improvement or structure, or any trees, shrubbery, landscaping materials, and the like in any park or park area within the Town.
- D. Operate any motor vehicle of any sort on any field, court, park or recreational facility other than for official purposes and in designated areas. This shall include motor vehicles, all-terrain motorized vehicles, snowmobiles, trail bikes, motorcycles, or any other motor-driven craft.
- E. Use or ignite fireworks of any kind, including sparkling devices as defined in Subparagraph (vi) of Subdivision (a) of Paragraph 1 of § 270.00 of the New York State Penal Law, as referenced in § 156-h of the New York State Executive Law. [Added 8-17-2015 by L.L. No. 9-2015]
- F. Smoking and the use of tobacco and cannabis products are prohibited at all Parks and Preserves within the Town, including buildings, grounds, parking lots and areas. This includes tobacco products, cannabis products, non-tobacco smoking products, vapor products, and the use of vaping devices to inhale cannabis products.

§ 153-5 Parking limited to park use.

[Amended 9-8-2020 by L.L. No. 6-2020]

It shall be unlawful and constitute a violation under this article for any person to park any motor vehicle in a town park or public park within a park district at a time when the operator of the motor vehicle is not utilizing the park or park facilities for their lawful purpose(s).

**Article II
Clifton Common**

§ 153-6 Determination.

The Town of Clifton Park hereby determines that substantial moneys have been invested by the Town in the Clifton Commons, and substantial time and effort on the part of volunteers and volunteer organizations have been and continue to be provided to develop, maintain and continue the Clifton Common as a special recreational and park area for town residents. Certain activities if permitted on the Clifton Common would create risks to personal safety or property or problems with respect to the maintenance of the Clifton Common and involve uses never intended for this area of the town.

§ 153-7 Activities specifically prohibited on Clifton Common.

- A. Golfing on the Clifton Common is hereby prohibited.
- B. Smoking and the use of tobacco and cannabis products are prohibited at all Parks and Preserves within the Town, including buildings, grounds, parking lots and areas. This includes tobacco products, cannabis products, non-tobacco smoking products, vapor products, and the use of vaping devices to inhale cannabis products.

§ 153-8 Dogs.

All dogs upon the Clifton Common must be kept upon a leash and under leash control.

§ 153-9 Penalties for offenses.

[Amended 9-8-2020 by L.L. No. 6-2020]

- A. Any person found to have violated any of the provisions of § 153-3 and § 153-8 of this chapter shall be guilty of a violation and shall be subject to civil penalties according to the provisions of Chapter 92, § 92-13, of this Code.
- B. Any person found to have violated any of the remaining provisions of this Chapter 153 upon the Clifton Common shall be guilty of a violation and shall be subject to a civil penalty of up to \$250 for the first offense, and up to \$1,000 for every subsequent offense committed within 18 months, in addition to restitution for any damage to Park property.

**Article III
Clifton Park Action Park**

§ 153-10 Determinations.

The Town Board recognizes the popularity of skating and skateboarding as a means of active recreation for area residents and has established the Clifton Park Action Park as a members-only skate park for skateboarding and inline skating.

§ 153-11 Authority to establish membership fees.

The Director of Parks and Recreation shall establish annual membership fees for residents and for nonresidents and enter into agreements with area municipalities for reasonable membership fees for area residents as may be desirable for the maintenance and operation of the park, subject to approval by the Town Board.

§ 153-12 Rules and regulations; infractions; appeals.

- A. Rules and regulations for the Clifton Park Action Park shall be established by the Director of Parks and Recreation, subject to approval by the Town Board, and shall be posted at the park, are attached hereto and are available on the Town's website.
- B. Infractions or violations of Action Park rules and regulations established by the Director of Parks and Recreation as approved by the Board may result in a suspension or revocation of membership privileges, in addition to any other penalty as may be set forth in this article. Such suspension, revocation or limitation shall be in the discretion of the Assistant Director of Parks and Recreation ("Assistant Director") or his/her designee, subject to review upon appeal by the Director of Parks and Recreation. Appeal from such determination shall be in writing to the Director of the Department of Parks and Recreation within 30 days of the effective date of such determination and shall be heard at the Town Board meeting next following receipt of the appeal. The Director shall affirm, reverse, or modify the determination of the Assistant Director within one week of such hearing. Nothing herein shall prevent the Town Board or the Director from granting relief acceptable to the appellant prior to, or in the absence of, such written appeal or hearing.

§ 153-13 Prohibited acts.

- A. It shall be unlawful and shall constitute a trespass for any person to skate, use, or otherwise be within the park when the Action Park is closed.
- B. It shall be unlawful and shall constitute a trespass for any person to skate, use, or otherwise to be within the park without a current membership ID card or to assist another to be within the park without such membership.

- C. Dogs are prohibited within the Action Park.
- D. Smoking and the use of tobacco and cannabis products are prohibited at all Parks and Preserves within the Town, including buildings, grounds, parking lots and areas. This includes tobacco products, cannabis products, non-tobacco smoking products, vapor products, and the use of vaping devices to inhale cannabis products.

§ 153-14 Penalties for offenses.

[Amended 9-8-2020 by L.L. No. 6-2020]

Any person found guilty of § 153-13 of this article shall be guilty of a violation and shall be subject to the following:

- A. For a first offense: a civil penalty not to exceed \$250;
- B. For every subsequent offense committed within a period of 18 months: a civil penalty not to exceed \$1,000.

Article IV Swimming Pools

§ 153-15 Clifton Park Town pools.

The Town Board recognizes the popularity of swimming and pool leisure activities as a means of active recreation for area residents. The Town of Clifton Park purchased and manages the community pools and clubhouses located on Barney Road and Locust Lane, the pool clubhouse on Burning Bush Boulevard and, in conjunction with the Longkill Park District, Country Knolls Pool located on Burning Bush Boulevard. The three Town pools have been designated as "members only."

§ 153-16 Authority to establish membership fees.

The Director of Parks and Recreation shall establish annual membership fees for residents and for nonresidents, subject to approval by the Town Board.

§ 153-17 Rules and regulations.

Rules and regulations for the three town pools and clubhouses shall be established by the Director of Parks and Recreation, subject to approval by the Town Board, and shall be posted at each pool, are attached hereto and are available on the Town's website.

§ 153-18 Suspension or revocation of membership privileges; appeals.

[Amended 12-12-2022 by L.L. No. 3-2022]

- A. Infractions or violations of the three town pools and clubhouses' rules and regulations established by the Director as approved by the Board may result in a suspension or revocation of membership privileges.
- B. Such suspension, revocation or limitation shall be in the discretion of the Assistant Director ("Assistant Director") or his/her designee, subject to review, upon appeal, by the Director. Appeal from such determination shall be in writing to the Director within 30 days of the effective date of such determination and shall be heard at the Town Board meeting next following receipt of the appeal. The Director shall affirm, reverse, or modify the determination of the Assistant Director within one week of such hearing. Nothing herein shall prevent the Town Board or the Director from granting relief acceptable to the appellant prior to, or in the absence of, such written appeal or hearing.

§ 153-19 **Prohibited acts.**

- A. It shall be unlawful and shall constitute a trespass for any person to use or otherwise be within pool and clubhouse designated areas when the pools and clubhouses are closed.
- B. It shall be unlawful and shall constitute a trespass for any person to use or otherwise to be within the pool or clubhouse area without a current membership unless he or she can be identified as a paid guest of a current member.
- C. Dogs are prohibited within pool and clubhouse designated areas.
- D. Smoking and the use of tobacco and cannabis products are prohibited at all pools and pool areas within the Town, including buildings, grounds, parking lots and areas. This includes tobacco products, cannabis products, non-tobacco smoking products, vapor products, and the use of vaping devices to inhale cannabis products.

§ 153-20 **Penalties for offenses.**

[Amended 9-8-2020 by L.L. No. 6-2020]

Any person found guilty of § 153-19 of this article shall be guilty of an offense and shall be subject to the following:

- A. For a first offense: a civil penalty not to exceed \$250;
- B. For a second offense committed within a period of 18 months: a civil penalty not to exceed \$500;
- C. For a third and any subsequent offense committed within a period of 18 months: a civil penalty not to exceed \$750;
- D. For a fourth and any subsequent offense committed within a period of 18 months: a civil penalty not to exceed \$1,000.

Article V
Town Trails

§ 153-21 **Motorized vehicles restricted.**

A. Motorized vehicles or crafts of any type are prohibited and shall not be parked or operated on trails within the Town. This shall include, but not be limited to, motor vehicles, all-terrain motorized vehicles, snowmobiles, motorized trail bikes, motorcycles or any other motor-driven vehicle or craft. This provision shall not apply to emergency vehicles or vehicles operated by police, environmental officers, Town officials or others designated by them on official business, or motorized wheelchairs or other motorized vehicles designed to enable an individual with a disability.

B. Smoking and the use of tobacco and cannabis products are prohibited on all Nature trails and multi-use pathways within the Town, including buildings, grounds, parking lots and areas. This includes tobacco products, cannabis products, non-tobacco smoking products, vapor products, and the use of vaping devices to inhale cannabis products.

§ 153-22 Penalties for offenses.
[Amended 9-8-2020 by L.L. No. 6-2020]

Any person found to have violated any provision of this Article V shall be guilty of a violation and shall be subject to a civil penalty not to exceed \$500.

§ 153-23 Town security officers.
[Amended 9-8-2020 by L.L. No. 6-2020]

The Town Security Officers are hereby authorized to provide for compliance with this Chapter 153 and are hereby authorized to issue citations, tickets, and complaints and to participate in the prosecution of any offenses charged under this chapter.

§ 153-24 Written plea agreements.
[Added 9-8-2020 by L.L. No. 6-2020]

Appearance tickets issued under this chapter may be resolved by written plea agreement lodged with the court, subject to judicial approval, for individuals represented and unrepresented by counsel. Electronic signatures, scanned or photocopied signatures on plea agreement forms shall be presumptively reliable.

DEFINITIONS

Non-tobacco smoking product. "Non-tobacco smoking product" shall mean any product that does not contain tobacco or nicotine and that is designed for human use or consumption by the inhalation of smoke, including but not limited to (i) pipes, water pipes, rolling papers, and any other component part, or accessory of such product.

Smoking. "Smoking" means inhaling, exhaling, burning, or carrying any lit or heated cigar, cigarette, little cigar, pipe, water pipe, herbal cigarette, non-tobacco smoking product, cannabis products, or any similar form of lighted object or device designed for human use or consumption by the inhalation of smoke.

Vapor product means "any non-combustible product containing nicotine that employs a heating element, power source, electronic circuit, or other electronic, chemical, or mechanical means, regardless of shape or size, to produce vapor from nicotine in a solution or any form [including] any electronic cigarette,

Cannabis. "Cannabis" as defined in paragraph 5 of section 3 of New York State's Cannabis Law (as added by L 2021, c 92, § 2, eff. March 31, 2021), also known as the "Marihuana Regulation and Taxation Act" ("MRTA"); (d) Commissioner. "Commissioner" means the Commissioner of the New York

...

RESOLUTION
#5

Resolution No. _____ of 2023, a resolution authorizing the purchase of a 2023 Ram Class 4 Regular Cab truck with e-tipper dump body for the Town Highway Department purposes from an existing contract with Onondaga County.

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

WHEREAS, after assessing the needs of the Highway Department, Highway Superintendent, Dahn Bull, has recommended the purchase of one truck with dump body for use by the Highway Department per the attached, and

WHEREAS, the prices quoted are extended from the Onondaga County Bid award, under the provisions of New York State General Municipal Law Section 103 of the General Municipal Law which allows one municipality to utilize the contracts from another municipality as long as that contract was pursuant to competitive bidding consistent with state law and made available for use by other government entities, and

WHEREAS, General Municipal Law Section 103(16) has been amended to allow the extension of equipment configurations and awarded pricing discounts to all political subdivisions in New York State based upon qualified bid responses to a municipal entity with notice, and

WHEREAS, after reviewing the options available, the Highway Superintendent has recommended that the pricing from Robert Green Truck Division, of Rock Hill, NY, be accepted for an amount of \$68,094, and

RESOLVED, that the Highway Department is authorized to purchase one 2023 Dodge Ram Class 4 Regular Cab truck with e-tipper dump body from Robert Green Truck Division, Route 17 East, Rock Hill, NY 12775, per the attached list, and be it further

RESOLVED, that the Town Board hereby authorizes the purchase under Onondaga County Contract #7974, costs to be offset through a municipal lease, the rates to be determined through a competitive bid process.

id
24

created
8/15/2023 12:22

name
Dahn Bull

email
dbull@cliftonpark.org

department
Highway

sponsor
D. Bull

requested meeting date
8/22/2023
alternate date
9/5/2023

brief description
Purchasing a 2023 Ram Class 4 Regular Cab with e-tipper dump body. This vehicle is replacing our small truck and dump body, unit #54. Unit #54 is a 19893 Chevrolet 3500 and recently was unable to pass inspection. The frame of Unit #54 has some irreparable wear and tear to the frame. The vehicle and

budget #
DA-5130-219

budget description
New Equipment/Vehicles

\$ amount
\$68,905.00

supporting docs
/media/com_convertforms/uploads/9c55f33b07f787af_20230815100801264.pdf,
/media/com_convertforms/uploads/1e83543b0c55017d_20230815085107823.pdf,
/media/com_convertforms/uploads/49fdf7e7a491af16_Contract_too_Big.JPG

additional comments

the 2023 is from Robert Green Truck Division and is currently available on the lot. Lead time is significantly less since the chassis is already available. The contract is too large to attach to this.

agree to terms

Agree

Dahn Bull

From: James Ryan
Sent: Tuesday, August 15, 2023 7:42 AM
To: Dahn Bull
Cc: Ellenmarie Martin; Stan, Rusinovich; Dean, Charbonneau; Matthew, Farnsworth
Subject: Truck # 54
Attachments: CLIFTONPARK2023RAM3500DUMP-PG582250-8.14.23.xls

Dahn,

While the mechanics were doing a yearly inspection on truck #54 they have found the frame to be cracked. Obviously, they cannot pass the truck for inspection. I have reached out to Robert Greene and they have a left over 1 ton 2023 Ram cab and chassis in white . They would send out for the upfit for the dump body. That would be a lot shorter wait then ordering new. Robert said 12 to 18 months for new. Please advise as soon as possible so we can have him hold this truck for us. I have attached the quote that is on the Onondaga county state contract for piggy backing.

James M Ryan

Highway Maintenance Supervisor
Town of Clifton Park Highway Department
639 Clifton Park Center Road
Clifton park, NY 12065
Phone (518)371-7310 Ext.247
Fax (518) 373-0039
Email:jryan@cliftonpark.org



**COUNTY OF ONONDAGA
DIVISION OF PURCHASE**

13TH FLOOR

**421 MONTGOMERY STREET
SYRACUSE NEW YORK 13202**

BLANKET PRICE AGREEMENT

NOTICE OF CONTRACT AWARD

COMMODITY/SERVICE:

**CLASS 4 – 7 CAB- CHASSIS TYPE
HEAVY DUTY TRUCKS**

CONTRACT PERIOD:

5 YEARS

December 10, 2019 – December 9, 2024

BID OPENED:

December 3, 2019

BID REF. #: ONGOV-106-19

REFERENCE:

7974

RENEWAL:

**At New Fleet Pricing
Discount from MSRP
Discount on Options**

DATE ISSUED:

January 31, 2020.

INQUIRIES TO:

**Tierza Sovocool, Buyer
315-435-3475**

This is only a synopsis of the contract. Complete contract documents/specifications are on file in the Purchase Division. If you require additional information, you may call this office at (315) 435-3458 between 8:30 am and 4:30 pm.

VENDOR NAME & ADDRESS

CONTACT

**KENWORTH NORTHEAST GROUP
100 COMMERCE DR
BUFFALO NY 14218**

**DOUG HUGES dhughes@kenworthne.com
716-862-2800**

**BEAM MACK
6260 EAST MOLLOY ROAD
EAST SYRACUSE NY 13057**

**GREG ANGWIN grega@beammack.com
315-437-2574**

VENDOR NAME & ADDRESS

CONTACT

NAVISTAR INC
LOUDONVILLE NY 1 2211
399 ALBANY SHAKER ROAD

BOB CARSON rcarson@stadiumtrucks.com
DAWN CROUCH- dawn.crouch@navistar.com
315-762-2451- 518-6843378

ROBERT GREEN AUTOMOTIVE
PO BOX 8002
ROCK HILL NY 12755

ROBERT GREEN- rsgreen_rgtruck@hotmail.com
845-794-0300

CADY BROOK ENTERPRISES, LLC
DBA MOHAWK VALLEY FREIGHTLNER
PO BOX 201
YORKVILLE NY 13495

RICK WOODS - rrwoods@mvfreightliner.com
315-736-3287

HUNTER KEYSTONE PETERBILT, LP
DBA HUNTER BUFFLO PETERBILT
BUFFALO NY 14425

JIM MALARE- jmalare@huntertrucksales.com
716-684-010

VAN BORTEL FORD ,INC
71 MARSH ROAD
E.ROCHESTER NY 14445

JOSH/GEORGE/MARIA- fleet@vanbortel.com
585-586-7705

SCOPE:

PRICING:

ESCALATION: Increases to the bid price may be honored at the time of renewal of the contract. Refer to the standard escalation clause in the bid specification.

If a price increase is approved, the Purchase Division will issue an update to the user department(s).

ORDERING: This award has been set up as a blanket contract in the PeopleSoft System. Items must be ordered on-line using the PeopleSoft Requisition.

DELIVERY:

INSPECTION: Departments are responsible for inspecting shipments to ensure that what was ordered was received.

PAYMENT: Payments will be made with the PeopleSoft Purchase Order, receipts, vendor's original invoice and voucher.

DISCREPANCIES: In the event of a discrepancy, contact the vendor at the number listed on the front of this notice.

PROBLEMS: If you experience problems that cannot be resolved with the vendor, use the PO Variance Report/"Change Notice" Request form for the documentation and send it to the Purchase Division Buyer.

Blanket Price Agreement: AWARD IS BY MANUFACTURER.

Term: Award period shall be for **five (5)** years from, December 10, 2019 through December 9, 2024.

Extension:

The County reserves the right to extend the period of the contract ninety (90) days beyond the specified expiration date of the contract.

Piggybacking: Onondaga County allow(s) all municipal entities and authorities authorized under the General Municipal Laws of the State of New York to purchase goods and/or services under this contract from anywhere in the state at the discretion of the vendor. *Municipalities outside of New York State may participate if allowed by local law , also at the discretion of the vendor*

Total MSRP: MSRP plus destination charges to dealer = Total MSRP

Pricing: Vendors **MUST provide verified pricing from the manufacturer.** MSRP plus destination charges to dealer

Escalation: The discounts provided for the vehicles and vehicle options cannot be decreased.

This is the basis for price escalation for the term of the contract.

Model Year increases to the MSRP are acceptable as long as discounts are applied as bid.

Payment: Payments will be made with the PeopleSoft Purchase Order, receipts, vendor's original invoice and voucher. (For Onondaga County, City of Syracuse, Syracuse School District, Syracuse Airport Authority and Otsego County, Oswego County and City of Oswego)..

Bodies

Dump Bodies, Snow plows and associated options accessories are a minimum of 30% from Body vendors.

Equipment vendors can offer their complete lines as part of the contract.

A letter of commitment from body companie(s) attached.

To Include:

Rack bodies

Tank bodies

Service bodies

Utility/Bucket bodies

Wrecker bodies/rollbacks

Emulsion bodies

Dump bodies

Plows

Van bodies/reefer bodies

Utility bodies

Hook lift bodies

Attenuator bodies

Refuse bodies:

Front loaders

Side loaders

Rear loaders

Roll offs

SPECIAL CONDITIONS (Con't)

Lower Pricing: Municipalities reserve the right to negotiate lower pricing with the awarded vendors. Awarded vendors may offer a quantity discounts.

Government Mandated Program Price Adjustment: An adjustment in price may be permitted if a government mandated program such as a new standard for emissions takes effect and suitable documentation is furnished.

Delivery: Delivery shall be expressed in the number of calendar days required to make delivery after receipt of a purchase order. Delivery shall be made in accordance with the instructions on the purchase order from each Municipality and what is listed on the contract. The Contractor shall acknowledge receipt of the purchase order. If the ordering agency has not received acknowledgement within two (2) weeks, the contractor shall be contracted.

Delivery Certification: The Contractor shall secure a signed receipt from the Ordering agency certifying to the delivery of the vehicle. In the event deficiencies are later noted and a properly signed receipt is not available, the Contractor will be responsible.

Shipping Dates and Delivery Time

- Contractor shall provide written acknowledgement of orders within five (5) business days after receipt of order.
- Contractor shall provide ordering agency with anticipated shipping date of completed vehicle with written acknowledgment of order.

Contractors will notify the Division of Purchase in writing of the manufacturer's production build-out date. Such notification **MUST** be submitted immediately upon the contractor being notified by the manufacturer.

The resulting Contractor may supply the next model year vehicle if a build-out date has occurred for the trucks they are awarded. Prices will be held to discount from Total MSRP and the option discount pricing provided in bid. All specifications, terms and conditions of this bid remain in effect for the contract period. If no new model year has been awarded the Contractor may continue to supply the current model year vehicles until depletion of stock or manufacturer's production build-out.

Delivery: Price shall include all customs duties and charges, all vehicle preparation and clean-up charges, New York State motor vehicle inspection, installation charges and all other incidentals normally included with providing and delivery of a vehicle including the manufacturer's fees such as destination charges.

Award: Award will be by lowest bidder by manufacturer line. Bidders may supply multiple manufacturers/sources for the Dump bodies and Plows and other Bodies as listed at a minimum of 30% discount from lists.

SPECIAL CONDITIONS (Con't)

Regulations: The completed vehicle shall conform to all applicable federal, state and local laws in effect at the time of delivery.

Service: Prior to delivery, the vehicle shall be completely serviced by the contractor in his own shop. Servicing shall include New York State inspection, engine tune-up, lubrication, wheel alignment, front wheel balancing and all other checks and adjustments required for full, proper servicing of a new vehicle.

Qualification of Bidder: Bids for the vehicle will be considered only from manufacturers. Or from factory branch dealers, or manufacturer's franchised dealers. Bidders must be OEM authorized. OEM certification must be available on request.

Delivery Condition: Vehicles must be delivered strictly in accordance with specifications. Delivery must be coordinated with the department and delivery shall be made during normal working hours.

Guarantees by the Contractor: The manufacturer's standard warranty shall be provided.

Manuals: One (1) copy of truck maintenance, parts and operational manuals plus parts lists (if available) shall be delivered to the purchasing agency with the truck, including and not limited to:

1. Driver's manual
2. Cab-chassis service repair manual including a complete parts list, lube chart and wiring, hydraulic and air schematics.
3. Dump body, hoists, spreaders plows and hydraulic pump service. And repair manual including a complete parts list.

Contact: Please refer any questions to Tierza Sovocool, Division of Purchase tierzasovocool@ongov.net

MINIMUM SPECIFICATIONS

Scope: Provide Class 4-7 vehicles which may include installed Optional Body(s) plows and associated accessories for any Municipalities authorized under General Municipal Laws of the State of New York as specified below.

Medium-Duty Trucks

The Medium-Duty trucks category includes commercial truck classes 4, 5, and 6.

- Class 4: This class of truck has a GVWR of 14,001–16,000 pounds or 6,351–7,257 kilograms.
- Class 5: This class of truck has a GVWR of 16,001–19,500 pounds or 7,258–8,845 kilograms.
- Class 6: This class of truck has a GVWR of 19,501–26,000 pounds or 8,846–11,793 kilograms.

Heavy-Duty Trucks-Class -7

This heavy-duty trucks category includes commercial truck Class 7: This class of truck has a GVWR of 26,001 to 33,000 pounds or 11,794–14,969 kilograms.

Total MSRP: MSRP plus destination charges to dealer = Total MSRP

Award will be based on discount from TOTAL MSRP and Discount on Options per Example:

The discounts are the constant that allows price increases for model year increases.

Reporting: A quarterly report of vehicles ordered will be provided to Tierza Sovocool: Onondaga County Division of Purchase at tierzasovocool@ongov.net

Additional Body companies can be added First Week of December during the term of the contract.

Body Companies will agree to work with all the awarded truck dealers.

New vehicles models can be added as long as they meet the current pricing discount as the vehicles they are replacing.

Example of Pricing for Vehicles

Manufacturer/Model: AAA Total MSRP 100,000.00

Discount from Total MSRP: 30%

Price of Vehicle: \$70,000.00

Options - Discount from MFG.Option list 10% or better

MFG Options \$20,000 x 10%

MFG Option pricing: 18,000

Total price of Vehicle with OEM options \$ 88,000.00

Body price \$60,000 30% discount \$42,000

Total price of vehicle with body \$130,000.00

MINIMUM SPECIFICATIONS (Con't)

Price and Delivery Allowances: Pricing will be FOB to any location in New York State. The Delivery Allowance Schedule (DAS) will apply to all Counties in New York State. The DAS will be as follows:

The Contractors will be required to delivery vehicles anywhere within New York State boundaries. Each contractor will be reimbursed for this delivery according to the following Delivery Allowance Schedule (DAS). The DAS shall indicate the maximum dollar amount that will be paid for delivery from the Contractor's point of business, to the delivery location. Municipalities may pick-up vehicle(s) at the Contractor or pre-delivery service dealer location with no delivery allowance charge applied.

The DAS will be used as follows: If the Contractor point of business is in Albany (Region 3) and the desired delivery point is in White Plains (Region 5) the delivery charge will be \$230.00. This charge should be added to the invoice. Each contractor will only be concerned with their particular region (i.e. if the contractor's point of business is in Region 1, the only row that will be utilized is the first one).

Delivery to Region						
Region	1	2	3	4	5	6
1	\$160	\$230	\$380	\$440	\$520	\$680
2	\$230	\$160	\$230	\$230	\$290	\$520
3	\$380	\$230	\$160	\$230	\$230	\$520
4	\$440	\$230	\$230	\$160	\$440	\$660
5	\$520	\$290	\$230	\$440	\$160	\$260
6	\$680	\$520	\$520	\$660	\$260	\$160

Region 1	Region 2	Region 3	Region 4	Region 5	Region 6
Allegany	Broome	Albany	Clinton	Dutchess	Bronx
Cattaraugus	Cayuga	Columbia	Essex	Orange	Kings
Chautauqua	Chenango	Fulton	Franklin	Putnam	Nassau
Chemung	Cortland	Greene	St. Lawrence	Rockland	New York
Erie	Delaware	Hamilton		Sullivan	Queens
Genesee	Herkimer	Montgomery		Ulster	Richmond
Livingston	Jefferson	Rensselaer		Westchester	Suffolk
Monroe	Lewis	Saratoga			New Jersey
Niagara	Madison	Schenectady			
Ontario	Oneida	Schoharie			
Orleans	Oswego	Warren			
Schuyler	Otsego	Washington			
Seneca	Tioga				
Stuben	Tompkins				
Wayne					
Wyoming					
Yates					

MINIMUM SPECIFICATIONS (Con't)

Contractor shall furnish the agency with written acknowledgment of the shipping date at least two weeks prior to shipment.

If the shipment will not be made within the delivery time, the Contractor will be required to notify the agency in writing at least two (2) weeks prior to the date of the original delivery. This notification must include the reasons for the delay and the latest date the vehicle will be shipped.

All correspondence on shipping dates and delivery time shall be directed to the ordering agency's contact person.

RESOLUTION

#6

Resolution No. ____ of 2023, a resolution authorizing construction of a new Adventure Challenge course at Collins Park.

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

WHEREAS, The Town's Adventure challenge course offers a unique aerial obstacle course consisting of tree climbing, zipline, swing ropes and related challenges for summer recreation at Collins Park, and

WHEREAS, Project Adventure, of Beverly, Massachusetts, offers proprietary design, testing, and inspection services to ensure compliance with industry standards for safety and reliability of challenge course elements throughout the Northeast, and has performed safety testing on behalf of the Town for compliance with industry standards, and

WHEREAS, Project Adventure has submitted a quote in the amount of \$237,634, for the planning, design, engineering and implementation of the new Challenge course, and

WHEREAS, Mike Woerner, Director of Parks and Recreation, recommends that the Board retain Project Adventure to plan, design and construct the new course, per the submitted quotes, as a sole source for professional and related services; now therefore be it

RESOLVED, that the Supervisor is authorized to accept the quote of Project Adventure for the design, engineering and implementation of the new Adventure Challenge at Collins Park in an amount not to exceed \$237,634 and be it further,

RESOLVED, that the Comptroller is authorized to transfer \$237,634 from A-00871 (General Fund- Parkland Fee Reserve) to A-7621-004 (General Fund – Project Adventure – Equipment) to pay for the course planning, designing and installation.



Project Adventure

978.524.4500

www.pa.org

Town Of Clifton Park - Collins Park

533 Moe Rd

Clifton Park, NY 12065

Mike Woerner, Nolan Yowell

518-371-6667

mwoerner@cliftonpark.org

2023 High Element and Climbing Tower Installation

August 14, 2023

Challenge Course Installation and Related Estimated Expenses

This estimate is provided for planning and budgeting purposes only. The elements and layout of elements have not been developed for this specific location. Final layout and configuration of poles/elements can greatly impact the total cost. Element selection and layout will need to be finalized prior to contracting the work.

3 Pole Climbing Tower w/ Zip Wire

Stand alone tower includes 2 climbing faces and a Vertical Playpen, all allowing access to the deck. Zip Wire to start from tower deck and finish in pole.

Trublue auto belay devices by Headrush technologies are not included in this estimate. If there is a desire to add these to the two climbing faces, they can be purchased direct from Headrush. The cost listed on their website for Trueblue iQ XL auto belay device is \$2,849 each. Two devices can be installed on each climbing face, for a total of 4. If two are desired on a climbing face a second belay cable will need to be added to this estimate.

High Elements

The high elements listed below are proposed to be supported by 4 55-foot utility poles in a stand alone diamond configuration. Five elements will span the 4 poles as a lower level (approx. 20-feet from ground level). Five elements will span the 4 poles as an upper level (approx. 35-feet from ground level)

Elements will have high belay cables to support dynamic belay systems (cable pulley and shear reduction devices (SRD's). Kong's CouDou Pro continuous static belay system is also included for these 10 elements.

High Outdoor Elements

Qty	Element Name	Notes
1	Burma/Two-Line Bridge combination	
1	Cargo Net -- custom	25 feet wide X 8 feet high
2	Catwalk	requires utility pole



Project Adventure

978.524.4500

www.pa.org

22	Guy Wire	includes guy guard as needed
1	Indiana Jones Bridge	
2	ISC ALF auto lock fall arrest pulley	To provide access to high elements, includes rope and lower 4x4 post for directional, as needed
1	Islands in the Sky	
1	Jeebie Lunge	
10	Kong CouDou Pro continuous belay system - belay cable	1/2" cable and all associated components
2	Kong CouDou Pro continuous belay system - connect 2.0	
12	Kong CouDou Pro continuous belay system - cs evo connector	includes participant lanyard
3	Kong CouDou Pro continuous belay system - evacuation key	
8	Kong CouDou Pro continuous belay system - swivel	added to belay cable
12	Kong CouDou Pro continuous belay system - zip evo pulley	includes participant lanyard
4	Leap anchors added to an existing staple climb	
1	Multi-Vine Traverse	
8	Platform	extra large 1/2 wrap
1	Tired Two-Line	
1	Zap Wire	
1	Zip Wire	start from climbing tower deck
1	Ground School for Kong CouDou Pro continuous belay system	Assumed to be installed in nearby trees. Poles or posts could be installed if trees are not available, costs for those are not included in this estimate.

Outdoor Climbing Tower Components

Qty	Component Name	Notes
2	Belay cable for climb side with	two 12mm rapid links & two Klinesavers
1	Climbing Surface #1 (12 feet wide)	38 feet high, % featured
1	Climbing Surface #2 (12 feet wide)	38 feet high, % featured
1	Deck for 3-pole Tower	
6	Guy wire	
1	Staple climb and LEAP's on pole	
3	Top Bracing using 4x6	



Project Adventure

978.524.4500

www.pa.org

32	Removable Climbing Holds	Priced per hold (8 per climbing route recommended -- 16 per climbing face)
1	Vertical Playpen	in 1 span of climbing tower

Miscellaneous Items

Qty	Item	Notes
8	No Trespassing Challenge Course Sign	

Challenge Course Acceptance Inspection

According to ACCT Standards, an Acceptance Inspection must be completed and documented following the installation of a new challenge course element or course or significant modifications of a pre-existing element.

Poles, Pole Setting and Ground Anchors

Poles required for this Scope of Work

8	Class II Copper Azole Treated Utility Poles	7 55-foot (3 for climbing tower, 4 for high elements), 1 50-foot for zip wire end pole
2	Class III Copper Azole Treated Utility Poles	40-foot for Catwalks

Pole Setting (includes the purchase of ground anchors)

- 18 Helix Style Ground Anchors required for this Scope of Work
Coordination between the pole setter and Project Adventure; regardless if contracted by PA or the client.
- * Pole setting and ground anchor installation must be supervised by Project Adventure, Inc. installer(s).
Additional charges may apply should delays be incurred due to client supplied materials or labor.

Aerial Lift Expense

Rough Terrain Boom Lift - Rental of a rough terrain boom lift.

Tool and Equipment Rental & Installation Materials/Tools Shipping

Planning, Design and Administrative Services Expenses *

- Circumstances such as requested design changes, requested drawings or schematics, engineering, required permits or unforeseen circumstances during installation may require additional Planning and Design efforts and additional costs. This amount may be adjusted on the final invoice. You will be
- * required to approve any changes that will require additional costs.

Travel Expenses



Project Adventure

978.524.4500

www.pa.org

- * Every effort will be made to keep expenses within this budget; however, circumstances may require additional travel expenses including, but not limited to delay on the part of the client to confirm dates in a timely manner. Travel expenses may be adjusted on the final invoice.

Total Cost*

\$237,633.10

***Total cost includes all labor, materials and job-related expenses**

ESTIMATE



Project Adventure

978.524.4500

www.pa.org

Schools, agencies and companies purchasing Project Adventure's Comprehensive Adventure Program for Physical Education (PA CAPPE) receive a suite of services and products authored, designed, installed and trained on only by Project Adventure experts.

PA CAPPE is available only from Project Adventure, Inc. The suite of goods and services that make up this program can include:

- Consulting, assessment and site evaluation.
- Project Adventure's Adventure Curriculum for Physical Education which is the only Adventure curriculum aligned with state and NASPE standards.
- Project Adventure's Challenge Course package with proprietary components, tailored to and created to support a K-12 progression.
- Project Adventure's Achieving Fitness and Creating Healthy Habits guides which are the only publications that tie adventure programming to the attainment of fitness and health goals.
- Project Adventure's Adventure PACK equipment with proprietary components and PA created activities.
- Instruction on the technical and curricula use of all equipment by Project Adventure's Certified Trainers to PA standards.
- Project Adventure's Practitioner Certification.
- Project Adventure's proprietary Accreditation and Skills Audit for programs.
- Project Adventure's equipment warranty, Course Inspection, repairs and maintenance services.

Project Adventure's status as a Sole Source Vendor is further clarified by our status as the only non-profit Adventure organization with 50 years of experience, Accreditation by the Association for Experiential Education, a Professional Vendor Member of the Association for Challenge Course Technology and a full-time Risk Manager on staff.

Additionally, Project Adventure holds a New Jersey Public Works Contract Registration (PWCR) certificate and membership with a registered, ERISA approved apprenticeship program in the state allowing us to preform public works and prevailing wage work.

Cynthia, Zlogar

From: Michael, Woerner
Sent: Monday, August 21, 2023 1:59 PM
To: Phil Barrett; Cynthia, Zlogar; Jean, Spiegel; Mark Heggen; Agatha, Reid; Anthony Morelli; Christopher, O'Hara; Lynda Walowit; Tom McCarthy
Subject: Resolution
Attachments: 2023 Challenge Course Drawings & Renderings - Collins Park.pdf; Town of Clifton Park ESTIMATE-New High Elements_Climbing Tower 8-14-23.pdf

Construct New Challenge course to replace current course.

Attached are the quote to build and photos/descriptions of the elements of the course

A-7621-044 \$237633.10

Transfer \$\$ from general funds to Adventure Challenge [A-7621]

MW

Mike Woerner
Director of Parks & Recreation
One Town Hall Plaza
Clifton Park, NY 12065

518-371-6667 office
518-545-4284 fax

RESOLUTION

#7

Resolution No. _____ of 2023, a resolution appointing James Clark and Kris Fitzgerald as members of the Ethics Board.

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

WHEREAS vacancies exist on the Ethics Board due to the resignations of Ram Lalukota and Liz Carr, and

WHEREAS James Clark and Kris Fitzgerald, both of Clifton Park, NY, have been recommended to fill the positions, and

WHEREAS Mr. Clark's and Ms. Fitzgerald's presence on the Ethics Board will confer a benefit to the Town of Clifton Park; now, therefore, be it

RESOLVED, that James Clark is appointed to the Ethics Board for the remainder of a 3-year term, term to expire December 31, 2025: and be it further

RESOLVED, that Kris Fitzgerald is appointed to the Ethics Board for the remainder of a 3-year term, term to expire December 31, 2025.

RESOLUTION
8

Resolution No. ____ of 2023, a resolution authorizing the purchase of a Bobcat Sweeper Bucket attachment for equipment in the Buildings and Grounds Department from Bobcat of Saratoga, LLC under New York State Contract #PC69396.

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

WHEREAS, Director of Buildings, Parks, and Recreation, Daniel Clemens, has requested authorization for the purchase of a Sweeper Bucket attachment for equipment in the Buildings and Grounds Department, per the attached, and

WHEREAS, the equipment is available under New York State Contract #PC69396, in an amount not to exceed \$5,583, and

WHEREAS, Mr. Clemens has recommended that the 72-inch sweeper bucket attachment be purchased to best meet the needs of the department , and

WHEREAS, the equipment is available from Bobcat of Saratoga, LLC, of Gansevoort, NY; now, therefore, be it

RESOLVED, that the Buildings and Grounds Department is authorized to purchase one Bobcat sweeper bucket attachment, per the attached; and be it further

RESOLVED, that the Town Board hereby authorizes the purchase under State Contract # PC69396, in an amount not to exceed \$5,583, to be paid with funds from A-7629-200 (General Fund-Parks -T r a i l s - Equipment).



Product Quotation
 Quotation Number: AS45639
 Quote Sent Date: Aug 16, 2023
 Expiration Date: Sep 15, 2023

Your Bobcat Contact
 Alyx Schmitz
 Phone:
 E-mail: alix.schmitz@doosan.com

Your Customer Contact

Deliver to
 TOWN OF CLIFTON PARK - CLIFTON
 PARK - NY
 CLIFTON PARK BUILDINGS & GROUNDS
 CLIFTON PARK, NY, 12065

Bobcat Dealer
 James Arnold
 Bobcat of Saratoga, LLC,
 Gansevoort, NY
 1279 ROUTE 9
 GANSEVOORT, NY, 12831

Bill To
 TOWN OF CLIFTON PARK - CLIFTON
 PARK - NY
 CLIFTON PARK BUILDINGS & GROUNDS
 CLIFTON PARK, NY, 12065

Item Name	Item Number	Quantity	Price Each	Total
Sweeper Bucket 72"	7405171	1	5,381.56	5,381.56
Total for Sweeper Bucket 72"				5,381.56
Quote Total - USD				5,381.56
Dealer P.D.I.				50.00
Destination Charges				151.00
Quote Total - USD				5,582.56

*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the New York State Contract PC69396

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Clark Equipment Company d/b/a Bobcat Company, P. O. Box 74007382, Chicago, IL 60674-7382

*Questions can be submitted via email to randy.fuss@doosan.com or by phone at: 1-800-965-4232

Sweeper Attachment



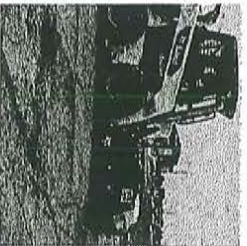
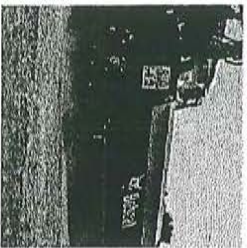
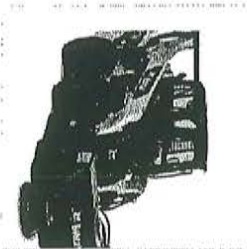
- Collect and dump dust, dirt and debris
- Accomplishes the work of multiple clean-up attachments with optimal bristle-to-surface contact
- Ideal for site cleanup, daily dust abatement, road construction, airport maintenance and more

[Contact Local Dealer](#)

[Request a Demo](#)

[Find a Dealer](#)

[Search for Parts](#)



Cynthia, Zlogar

From: Dan Clemens
Sent: Monday, August 28, 2023 9:35 AM
To: Cynthia, Zlogar
Cc: Jean, Spiegel; Phil Barrett; Tom McCarthy; Mark Heggen; Anthony Morelli; Agatha, Reid; Lynda Walowit; Christopher, O'Hara
Subject: resolution request
Attachments: Bobcat sweeper attachment res backup 8.24.23.pdf

Website not working, submitted this way as requested. Please let me know if you need anything else from me.

Department: Buildings & Grounds

Your Name: Dan Clemens

Your e-mail: dclemens@cliftonpark.org

Sponsor: P. Barrett

Meeting Date: 09/05/2023

Alternate Date: 09/11/2023

Budget Number: A-7629-200

Budget Description: General Fund-Trails-Equipment

Amount: \$5,583.00

Brief Description: Purchase a Bobcat sweeper attachment from Bobcat of Saratoga, LLC. NYS contract PC69396

Add Supporting Docs: Attached

Additional Comments/Details: This attachment will fit several pieces of our equipment and can be used all over town.

Thank you.

Daniel J. Clemens

Director of Buildings, Parks and Recreation

Town of Clifton Park, NY

Cell: 518-281-5065

Office: 518-371-6651 ext. 248

dclemens@cliftonpark.org