

TOWN BOARD MEETING AGENDA
June 21, 2023

TOWN BOARD WORKSHOP – Board Room – 6:15 pm

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

PRESENTATION: PROCLAMATIONS TO SANDRA ROHNER AND MATTHEW SHEA

PRESENTATION: MJ ENGINEERING – NORTHERN SITES DRIVE WATER MAIN EXTENTION

COMMUNITY EVENTS:

The “BUY A BRICK” program for the Halfmoon Veterans Walk of Honor at the Halfmoon Veterans Memorial in the Town Park is now accepting orders. Create a lasting tribute for your veteran. For more information please call 371-7410 ext. 2200 or visit our website www.townofhalfmoon-ny.gov.

FARMER’S MARKET: Every Wednesday from 3pm-6pm in the Abele Memorial Park. Come visit our local farms, crafters, and vendors that will be on hand every week.

Halfmoon Comprehensive Plan Update page is live at <https://www.planhalfmoon.com/> . Visit the website to find out more about the Halfmoon Comprehensive Plan Update, learn about upcoming meetings, review draft documents, get added to email announcements and to share your own comments about the future of Halfmoon.

CONCERT IN THE PARK – Friday, June 23rd at the Stage in the Town Park from 6:30pm-9:00pm. Bring your chair and enjoy a concert under the stars!

MOVIE NIGHT IN THE PARK – Friday, July 7th in the Town Park near the Parks Building starting at dusk. This is a FREE event! We provide popcorn and a special themed giveaway. Come and bring the kids and start the SUMMER FUN!

CONCERT IN THE PARK – Friday, July 28th at the Stage in the Town Park from 6:30pm-9:00pm. Bring your chair and enjoy a concert under the stars!

TOWN MEETINGS:

Town Board Meetings: 1st & 3rd Wednesday of month at 7:00 pm Pre-meeting at 6:15 pm

Zoning Board of Appeals: 1st Monday of month at 7:00 pm. Pre-meeting at 6:45 pm

Planning Board Meeting: 2nd & 4th Monday of the month at 7:00pm. Pre-meeting at 6:15pm. (If the Holiday falls on a Monday, the meeting will be held on the next day, Tuesday).

Trails & Open Space Committee: 3rd Monday of the 3rd month at 7:00 pm unless otherwise announced. (If the Holiday falls on that Monday, the meeting will be held on the next day, Tuesday). The proposed dates are 7/17, and 10/16.

REPORTS OF BOARD MEMBERS AND TOWN ATTORNEY

Kevin J. Tollisen (Town Supervisor)

Paul Hotaling (Deputy Town Supervisor): (1) Chair of Personnel Committee (2) Ethics Committee, (3) Chair of Infrastructure & Safety (Water, Highway, Building & Maintenance) (4) Co-Chair for Character Counts, (6) Liaison to Comprehensive Plan Update Committee

John Wasielewski (Town Board Member); (1) Liaison to Planning Board, (2) Chair of Committee of Emergency Services and Public Safety, (3) Liaison to Animal Control and related services

Jeremy Connors (Town Board Member): (1) Liaison to Zoning Board; (2) Chair of Business and Economic Development Committee (3) Chair for Not-for-Profit Organizations, (4) Liaison to Comprehensive Plan Update Committee

Eric Catricala: (1) Co-Liaison to Planning Board, (2) Co- Chair of Business and Economic Development Committee (3) Chair for Parks and Athletic Organizations, (4) Chair for Recreation (5) Co-Chair for Character Counts, (6) Liaison to Trails and Open Space Committee

Lynda Bryan (Town Clerk): (1) Chair of Senior Programs, (2) Chair of Committee on Historical Archives

Dana Cunniff (Receiver of Taxes): Chair of Committee on Resident Relations

Lyn Murphy, Esq., (Town Attorney)

Cathy Drobny, Esq. (Deputy Town Attorney)

PUBLIC COMMENT (for discussion of agenda topics)

DEPARTMENT REPORTS –

1. **Town Justice Fodera**
Total # Cases – 158 Total Fees Submitted to the Supervisor - \$22,970

DEPARTMENT MANAGER MONTHLY REPORTS – (Can be viewed at the Town Clerk's Office) Buildings & Grounds, Receiver of Taxes, Assessor

CORRESPONDENCE

1. Received from the Town Planning Board Resolutions approved at the February 1, 2023, meeting.
2. Received from the U.S. Army Corps of Engineers, a copy of the notice to Mr. Tanski that based on the information they provided for the Tribley Residential Subdivision, the proposed work may be authorized under the Dept. of the Army nationwide general permit number twenty-nine (29).
3. Received from the NYS Dept. of Taxation & Finance, Office of Real Property Tax Services, certification that they have established a final State equalization rate of forty-two dollars and fifty cents (\$42.50) for the Town of Halfmoon.
4. Received from June O'Toole a note stating her great appreciation for the transportation that Senior Express provided her with and sent a generous donation.

OLD BUSINESS

179. Resolution that the Town Board of the Town of Halfmoon hereby agrees to enter into an agreement with Carver Construction for the expansion of the trailhead parking areas on Canal Road in the Crescent Park in the not to exceed amount of \$254,145.00 and authorizes the Supervisor to execute any and all necessary documents to proceed with this project, subject to the review and approval of the Town Attorney.

Resolution Introduced by Supervisor of Building & Grounds Maiello

180. Resolution that the Town Board hereby approves an additional expenditure in the not to exceed amount of \$93,500 for the Canal Road Crescent Park Trailhead Expansion, said monies to come from the Recreation Fees located in the Special Revenue Fund, and to authorize the Supervisor to sign any and all documentation needed to proceed with this project, subject to the review and approval of the Town Attorney.

Resolution Introduced by Supervisor of Building & Grounds Maiello

181. Resolution That the Town Board of the Town of Halfmoon hereby agrees to enter into an agreement with Bellamy Construction for the water main replacement on Brigantine Drive in the not to exceed amount of \$282,700.00 and authorizes the Supervisor to execute any and all necessary documents to proceed with this project, subject to the review and approval of the Town Attorney.
Resolution Introduced by Director of Water Tironi

NEW BUSINESS

182. Resolution that the Town Board approves the minutes of Town Board Meeting of June 7, 2023, as presented.
Resolution Introduced by Town Clerk Bryan

183. Resolution that the Town Board accepts the Town Clerk's Certificate of No-Filing for the expenditure of Water Capital Reserve Monies for the Water System Improvements
Resolution Introduced by Town Clerk Bryan

184. Resolution that the Town Board hereby authorizes the Supervisor to enter into an agreement with MJ Engineering and Land Surveying, P.C., to provide engineering services associated with the installation of a water main connection on NYS Route 236 consistent with the proposal outlined in a letter dated April 26, 2023, in the not to exceed amount of \$44,200.00, and hereby authorizes the Supervisor to execute said agreement, subject to the review and approval of the Town Attorney.
Resolution Introduced by Director of Water Tironi

185. Resolution that the Town Board hereby authorizes the Supervisor to enter into an agreement with MJ Engineering and Land Surveying, P.C., to provide engineering services associated with the extension of a water line on Northern Sites Drive consistent with the proposal outlined in a letter dated April 26, 2023, in the not to exceed amount of \$54,900.00, and hereby authorizes the Supervisor to execute said agreement, subject to the review and approval of the Town Attorney.
Resolution Introduced by Director of Water Tironi

186. Resolution that the Town Board hereby authorizes the Supervisor to enter into an agreement with MJ Engineering and Land Surveying, P.C., to provide engineering services associated with the installation of a water main connection on NYS Route 9 consistent with the proposal outlined in a letter dated April 26, 2023, in the not to exceed amount of \$45,200.00, and hereby authorizes the Supervisor to execute said agreement, subject to the review and approval of the Town Attorney.
Resolution Introduced by Director of Water Tironi

187. Resolution that the Town Board hereby authorizes the issuance of an employee cell phone to be utilized during the trial on call policy for qualified members of the Water Department, subject to the review and approval of the Town Attorney.

Resolution Introduced by Director of Water Tironi

188. Resolution that the Town Board accepts the Comptroller's Report for the month of May 2023 as presented.

Resolution Introduced by Comptroller Hatter

189. Resolution that the Town Board authorizes the renewal of the Mobile Home Park Licenses for the 2023-2024 licensing year, per the inspection and approval of the Town Code Enforcement Officers as follows: Crescent City MHP, Springbrook MHP, Vosburgh MHP, D&R MHP, and Midway Communities.

Resolution Introduced by Building, Planning Development Coordinator Harris

190. Resolution that the Town Board authorizes the Town Supervisor to sign the Bus Lease Agreement with National Express Charter for the transportation of participants for the 2023 Summer Recreation Program, per the review and approval of the Town Attorney.

Resolution Introduced by Director of Youth and Aging MacNeil

191. Resolution that the Town Board hereby modifies the duties and responsibilities of Nicholas June to remove his responsibilities regarding the Transfer Station and appoint him as a full time Laborer for the Highway Department at Grade 2 Base Pay \$20.61/hr.

Resolution Introduced by Highway Superintendent Bryans

192. Resolution that the Town Board hereby authorizes payment in the not to exceed amount of \$20,500.00 to Koval Electrical Contracting, LLC for the emergency repairs to the Highway Department for electrical repairs and to authorize the Supervisor to sign any documentation necessary to complete the work, subject to the review and approval of the Town Attorney.

Resolution Introduced by Highway Superintendent Bryans

193. Resolution that the Town Board hereby appoints Jay Kline as a part time Transfer Station Attendant at Grade 2 Base Pay \$19.32/hr., not to exceed 19 hours per week.

Resolution Introduced by Highway Superintendent Bryans

194. Resolution that the Town Board hereby recognizes Florence Snell, born 6/26/1923, for all of her contributions to our community and declares 6/26/2023 as Florence Snell Day in the Town of Halfmoon in recognition of her hundredth birthday.

Resolution Introduced by the Town Supervisor Tollisen.

195. Resolution that the Town Board authorizes the Supervisor of Buildings and Grounds to purchase a digital sign from Daktyonics, Inc. pursuant to Daktronics Quote # 820618-1-2 per Sourcewell contract #050819-DAK in the not to exceed amount of \$16,264.00 and to authorize the Town Supervisor to execute any documentation necessary to effectuate the purchase, subject to the review and approval of the Town Attorney.

Resolution Introduced by the Superintendent of Buildings & Grounds Maiello

196. Resolution that the Town Board authorizes the Comptroller to make the attached Creation of Appropriations.

Resolution Introduced by Comptroller Hatter

PUBLIC COMMENT (for discussion of non-agenda items)

ADJOURN

Crescent Park Trailhead Expansion
Town of Halfmoon
Saratoga County, New York

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2023 by and between the Town of Halfmoon (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Provide all labor, materials, tools, equipment, and other means necessary and incidental to completion of work shown on Plans and contained in the specifications including, but not limited to, the following:

- Removal of existing parking lot and a portion of the multi-use path.
- Construction of new parking lot and asphalt multi-use path.
- Site restoration including topsoil seeding, asphalt pavement, and driveway repairs.
- Work zone traffic control.

ARTICLE 2 - ENGINEER

The Project has been designed by M.J Engineering and Land Surveying, P.C. who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIMES

3.1 The Work will be substantially completed on or before November 15, 2023 and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before December 15, 2023.

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time.

Accordingly, instead of requiring of such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER eight hundred dollars (\$800.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by the OWNER, CONTRACTOR shall pay OWNER eight hundred dollars (\$800.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 below:

- 4.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item as indicated on the Bid Summary Form.

Total Bid of All Unit Prices:

Two Hundred Fifty-Four Thousand,

One Hundred Forty-Five Dollars and Zero Cents

(use words)

\$ 254,145.00

(use figures)

As provided in paragraph 11.9 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed in paragraph 11.9 of the General Conditions.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Application for Payment in accordance with Article 14 of the General Conditions, Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 *Progress Payments; Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (an in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

- 5.1.1. Prior to Substantial completion payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

95% of Work completed (with the balance being retainage).

95% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions. If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

5.2 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

ARTICLE 6 – INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the agenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General

Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions, and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Site, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement.
- 8.2 Performance, Payment, and other Bonds.
- 8.3 Notice to Proceed.
- 8.4 General Conditions.
- 8.5 Supplementary Conditions.

- 8.6 Specifications bearing the title Project Manual for Crescent Park Trailhead Expansion, Contract 1 – General Construction.
- 8.7 Drawings with each sheet bearing the following general title: Town of Halfmoon, Crescent Park Trailhead Expansion, Contract 1 – General Construction.
- 8.8 Addenda.
- 8.9 CONTRACTOR's Bid.
- 8.10 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 8.11 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions. The documents listed in paragraph 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above). There are not Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

ARTICLE 9 – MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 9.4 Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 9.5 OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER, and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and

ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER, and CONTRACTOR, or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2023 (which is the Effective Date of the Agreement).

OWNER _____ CONTRACTOR _____

By: _____ By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

(If OWNER is a public body, attached evidence of authority to sign and resolution or other documents authorizing execution of Agreement).

License No. _____

Amount for services of process: _____

DRAFT

(If CONTRACTOR is a corporation, attach evidence of authority to sign).



June 15, 2023

Paul Maiello
Supervisor of Buildings and Grounds
Town of Halfmoon

**Re: Crescent Park Trailhead Expansion
Bid Analysis**

Mr. Maiello,

M.J. Engineering & Land Surveying, P.C. (MJ) has reviewed the bids received on June 9, 2023, for the above-referenced contract. The bidder's information and the Engineer's Estimate have been compared and are summarized below.

<u>BIDDER</u>	<u>BID (\$)</u>
James H. Maloy, Inc.	\$225,997.00 *
Carver Construction, Inc.	\$ 254,145.00
Trinity Construction, Inc.	\$ 304,333.00
New Castle Paving, LLC	\$ 376,921.00
Evolution Construction Services, LLC	\$ 467,620.00

* The bid submitted by James H. Maloy, Inc. utilized bid forms that did not account for Item 203.03, Embankment in Place. Therefore, the bid is considered incomplete and has been rejected.

MJ is recommending that Carver Construction, Inc. be awarded the contract as the lowest responsible bidder. The contractor is deemed responsible due to the following:

1. They have adequate expertise and experience.
2. They have no known criminal conduct in connection with government contracts.
3. They do not have any open OSHA violations regarding the personal safety of employees, government personnel or members of the public.
4. There is no record of willful non-compliance with prevailing wage laws.
5. They have no known significant labor law violations.
6. They have no known violations of the Workers Compensation Laws.
7. There is no record of criminal conduct involving violations of Environmental Conservation Law or other environmental statutes.
8. There is no record of failure to demonstrate good faith efforts to comply with Federal or State statutes and regulations regarding efforts to solicit and utilize Minority, Women, or Disadvantaged Business Enterprises on government contracts.
9. There is no record of failure to comply with State and federal equal opportunity statutes and regulations.
10. They have not submitted a bid which is so much lower than the estimate that it appears performance at that price is unlikely or impossible.



11. There is not any other cause of so serious or compelling a nature that it raises questions about the present responsibility of a contractor/vendor.

The recommended low bid is balanced and complete. Based on our review, we hereby recommend award of the Crescent Park Trailhead Expansion project to Carver Construction, Inc. in the amount of \$254,154.00 and that this project proceed with obtaining additional funding for construction prior to award.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eric S. Williams', written in a cursive style.

Eric S. Williams, P.E.
Vice President

No permanent employment or employment for any term is intended or can be implied by this offer. All employees of M.J. Engineering and Land Surveying, P.C. (MJ), are "at will," which means that they are employed for a term of indefinite duration and either MJ or the employee may terminate the employment relationship at any time, for any reason, with or without cause and with or without notice.

**Brigantine Drive Water Main Replacement
Town of Halfmoon
Saratoga County, New York**

AGREEMENT

THIS AGREEMENT is dated as of the 22nd day of June in the year 2023 by and between the Town of Halfmoon (hereinafter called OWNER) and Bellamy Construction Company, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Provide all labor, materials, tools, equipment, and other means necessary and incidental to completion of work shown on Plans and contained in the specifications, including but not limited to, the following:

- Furnish all labor, materials, machinery, tools, equipment, and other means of construction necessary for, and incidental to, the horizontal directional drill installation of approximately 600 linear feet of 8-inch diameter high density polyethylene water main on Brigantine Drive. The work shall include, but not be limited to, the installation of the new water main and associated fittings, water service installation, connections to the existing water system, the hydrostatic testing and disinfection of the water main, and the disconnection and decommissioning of the existing water main and services.
- Asphalt removal to facilitate installation of the proposed water main and appurtenances.
- Site restoration including topsoil seeding, asphalt pavement, and driveway repairs.
- Work zone traffic control.

ARTICLE 2 – ENGINEER

The Project has been designed by M.J Engineering and Land Surveying, P.C. who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIMES

3.1 The Work will be substantially completed on or before October 31, 2023 and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before November 30, 2023.

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring of such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a

penalty) CONTRACTOR shall pay OWNER eight hundred dollars (\$800.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by the OWNER, CONTRACTOR shall pay OWNER eight hundred dollars (\$800.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 below:

4.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item as indicated on the Bid Summary Form.

Total Bid of All Unit Prices:

Two-hundred eight-two thousand seven hundred dollars (\$282,700)
(use words) (use figures)

As provided in paragraph 11.9 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed in paragraph 11.9 of the General Conditions.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Application for Payment in accordance with Article 14 of the General Conditions, Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 *Progress Payments Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER on or about the 15th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (an in the case of Unit Price Work based on the number of units completed) or in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial completion payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

95% of Work completed (with the balance being retainage).

95% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph

14.7 of the General Conditions. If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

5.2 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

ARTICLE 6 – INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions, and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement.
- 8.2 Performance, Payment, and other Bonds.
- 8.3 Notice to Proceed.
- 8.4 General Conditions.
- 8.5 Supplementary Conditions.
- 8.6 Specifications.
- 8.7 Drawings with each sheet bearing the following general title: Town of Halfmoon, Brigantine Drive Water Main Replacement.
- 8.8 CONTRACTOR'S BID.
- 8.9 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 8.10 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions. The documents listed in paragraph 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above). There are not Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by

law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.4 Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER, and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER, and CONTRACTOR, or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 20__ (which is the Effective Date of the Agreement).

OWNER _____ CONTRACTOR _____

By: _____ By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____ Attest _____

Address for giving notices: _____ Address for giving notices: _____

(If OWNER is a public body, attached evidence of authority to sign and resolution or other documents authorizing execution of Agreement).

License No. _____

Agent for services of process: _____

(If CONTRACTOR is a corporation, attach evidence of authority to sign).

Brigantine Drive Water Main Replacement

Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
<i>BID ITEMS FROM CONTRACT 2 - Bullon Road, Lower Newtown Road, and Hayner Road Water Main Extensions</i>					
1A	Mobilization, Demobilization, and General Conditions	0.21	LS	\$85,000.00	\$17,850.00
2A	Work Zone Traffic Control	0.22	LS	\$55,000.00	\$12,100.00
3A	Stormwater and Erosion Control	0.17	LS	\$15,000.00	\$2,550.00
4A	Asphalt Pavement Removal	50000	CY	\$0.01	\$500.00
6B	8" DR11 HDPE	706	LF	\$68.00	\$48,008.00
7A	Unclassified Excavation	260000	CY	\$0.01	\$2,600.00
9A	Pipe Zone bedding and Backfill	50000	CY	\$0.01	\$500.00
9B	Select Trench Backfill, Imported (beneath paved area)	120000	CY	\$0.01	\$1,200.00
10C	8" DR11 HDPE 22.5 Deg. Bend	1	EA	\$750.00	\$750.00
12A	Concrete Thrust Collar	2	EA	\$3,500.00	\$7,000.00
14B	8" Gate Valve (installation only)	75.88	EA	\$1,146.00	\$84,146.00
15A	1" Water Service (same side)	9.5	EA	\$2,400.00	\$22,800.00
15B	1" Water Service (opposite side)	18	EA	\$4,500.00	\$81,000.00
15A	Subbase Course	75000	CY	\$0.01	\$750.00
20A	Topsoil and Seeding	300350	LF	\$0.01	\$3,003.50
21A	Water Main Activation	17	LS	\$20,250.00	\$3,442.50
22A	Utility Locating-ASCE Quality Level A	15	EA	\$100.00	\$15,000.00
23A	Record Documentation	1	LS	\$4,000.00	\$4,000.00
24	Contingency Allowance	34	LS	\$75,000.00	\$25,500.00
	TOTAL				\$282,700.00

DRAFT



April 26, 2023

Kevin Tollisen, Town Supervisor
Town of Halfmoon
2 Halfmoon Town Hall Plaza
Halfmoon, NY 12065

Re: Proposal for Engineering Services
NYS Route 236 Water Main Connection
MJ Proposal No. 2023258

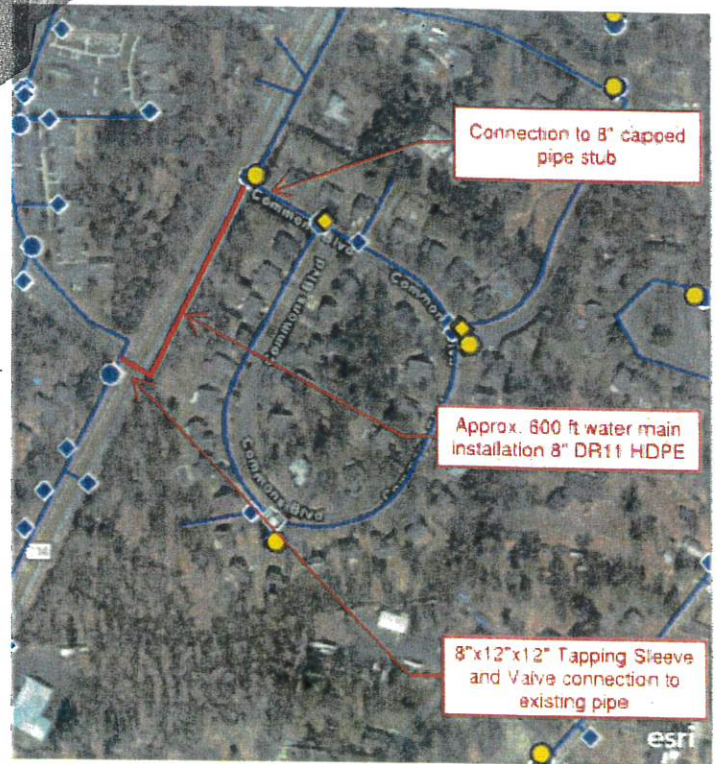
Dear Supervisor Tollisen:

M.J. Engineering and Land Surveying, P.C. (MJ) is pleased to provide the Town of Halfmoon (Town) this proposal for engineering services associated with the installation of a water main connection on NYS Route 236. Based on previous discussions with the Town, MJ's project understanding, and associated Scope of Services are included below.

PROJECT UNDERSTANDING

The Town's water distribution system currently extends along NYS Route 236 on both east and west sides of the road, however there is a gap in the water main between Commons Boulevard and Old Harbor Drive. The existing 12-inch water main which serves Old Harbor Drive is located on the west side of NYS Route 236. An existing 8-inch water main serves Commons Boulevard and is located on the east side of Route 236. Both water mains terminate at dead ends approximately 600 linear feet apart.

To provide redundancy in the Town's water distribution system and allow water to flow from the Town's higher pressure zone to the lower pressure zone in an emergency, a connection is proposed between the existing water mains on the east and west sides of the NYS Route 236. The connection will consist of the installation of approximately 600 linear feet of 8-inch diameter high-density polyethylene (HDPE) pipe, as shown in the adjacent figure. The proposed water main is to be installed via horizontal direction drilling under NYS Route 236, and along the right-of-way on the east side of the road. A tapping sleeve and valve connection will be made at the existing 12-inch water main on the west side of the road. No water services or hydrants are proposed along the new water main section.





SCOPE OF SERVICES

Following Notice of Award, MJ will conduct a kickoff meeting with the Town to review project goals, scope, and schedule; introduce the project team; establish lines of communication; and compile available background and record information. MJ will also conduct a walkthrough of the project area to review current field conditions and constraints.

To successfully complete this project with the Town, MJ offers the following scope of services:

Task 1 – Field Investigation Services

A. Topographical Survey

MJ will obtain topographical survey data in support of the project which will include the following:

- Collect topographic survey data through conventional survey over the entirety of the project site. Sufficient data will be collected to prepare mapping with 1-foot contours.
- Establish control points throughout the project corridor to act as tie points for the photogrammetric survey, and elevation verification of the 2014 aerial LiDAR per Code of Practice for Land Surveys, NYSAPLS July 18, 1997 and ASPRS Map Accuracy standards. Horizontal datum will be NAD 83 and vertical datum will be NAVD 88.
- Place a utility one call to identify utility owners in the area and request existing record plans and mark outs. Review any existing utility records in possession of the Town.
- Road rights-of-way, property boundaries, existing easements, and zoning setbacks will be shown on the mapping, as defined by tax maps and/or record maps provided by the Town, and correlated to any property monumentation recovered during a field survey, and/or surveyed features that correspond to record mapping. MJ will not be completing a formal boundary survey of the project work areas.
- Locate all physical features within the project corridor including, but not limited to curbing, sidewalks, utility poles, culverts, manholes, streetlights, curb cuts, driveways and catch basins. Sanitary and storm structures will depict the elevations of the rims along with inverts and the size and directions of pipes. Underground utilities will be determined from observed surface evidence, record drawings obtained from the Town, and any mark out provided by contacting of Dig Safe (Level C).
- Existing electric, gas, and telephone conduits and structures will be shown on the mapping based on record information.
- Compile a base plan in AutoCAD Civil 3D 2022 format with 1' contours at a scale of 1" = 40' utilizing the data collected in the field and correlating utility records. Plan will also include publicly available datasets such as, aerial imagery, and tax parcels.

Task 2 – Design Phase Services

- Conduct a site walkthrough with the Town to review the project area and identify site features, conditions, and/or constraints that will affect the performance of the work to be completed and as needed to develop design plans.
- Collect and review available existing information for the water system, including available record mapping and Town GIS mapping.



- Review the results of the topographical survey to identify critical features and/or constraints that may affect the design of the project.
- Prepare construction documents, required for the contractor to install and properly test equipment and components of the project. The construction documents will conform to applicable State, County, and Local laws and codes for construction. It is assumed the work will be completed under a contract to the designated contractor in accordance with General Municipal Law Section 103 (16). The anticipated plan set will include:
 - Existing Conditions and Removals Plan
 - Water Main Plan and Profile
- Prepare an updated opinion of probable construction cost for the water main extension work based on the final documents to ensure conformance with the project budget.

Task 3 – Regulatory Agency Coordination

A. Agency Coordination

- Collect data relative to mapped wetlands and streams, ecological resources, listed threatened and endangered species and cultural resources. Data sources will include, but not be limited to, digital orthoimagery, New York Natural Heritage Program (NYNHP) correspondence for rare species, U.S. Fish and Wildlife Services (USFWS) data and correspondence, New York State Freshwater Wetland and Stream mapping, National Wetland Inventory (NWI) maps, USDA Soil Surveys, and NYS Office of Parks, Recreation and Historic Preservation (NYS OPRHP) data.
- Prepare and submit letters to the NYNHP, USFWS, NYS OPRHP, NYSDEC, and USACOE, as needed, to determine any potential environmental impacts.
- Identify required permits and approvals required for the project based on the responses generated from the agencies contacted and assist the Town in securing the required permits and/or approvals.

B. Permits and Approvals

Based on the results of Task 3.A – Agency Coordination, MJ will prepare the required documentation, including NYS PE-stamped and signed plans, specifications, and required permit application forms to submit to the involved agencies. MJ will incorporate comments provided by the agencies into the contract documents. Based on a preliminary review of the project area and proposed scope of work, it is anticipated that the following permits and approvals will be required.

- New York State Department of Health (NYSDOH) – MJ will assist the Town in obtaining NYSDOH approval of the project. The final contract documents and DOH 348 - Application for Approval of Plans for Public Water Supply Improvement will be submitted to the NYSDOH for review and approval. Comments provided by the NYSDOH will then be incorporated into the final contract documents. Upon completion of the project, MJ will complete, stamp/sign, and submit the Engineer's Certification of Public Water Improvement Project Completion (DOH-5025) to the NYSDOH.
- State Environmental Quality Review Act (SEQRA) – This project appears to be an Unlisted action for the purposes of SEQRA. As such, Part 1 of the Short Environmental Assessment Form (EAF) will be prepared for the Town's use. Coordinated review is not required for Unlisted actions.



Task 4 – Contracting and Award Services

- Provide construction documents to the Town in digital (PDF) format.
- Assist the Town in obtaining pricing from the designated contractor based on a previously awarded contract in accordance with General Municipal Law Section 103 (16).
- Prepare a recommendation letter to the Town for the contract award.

Task 5 – Contract Administration Services

- Prepare and issue Notice of Award to the awarded Contractor. Compile and review the contractual submittals, including bonds, insurance, and agreement and forward to the Town for execution.
- Coordinate, schedule and attend a pre-construction conference, and prepare and distribute meeting minutes to attending parties.
- Review and process construction shop drawings and specifications submitted by Contractor for compliance with the design concept.
- Respond to construction-related questions raised by the Contractor.
- Progress minor design revisions, as required, to adjust the proposed construction to site-specific conditions. Major design changes, due to unforeseen conditions, are not included.
- Review and certify the Contractor's monthly and final payment applications. Payment applications will be prepared and submitted to the Town as needed.
- Conduct up to two (2) bi-weekly progress meetings at the site to assure schedule conformance. Prepare and distribute meeting minutes as needed.
- Receive, review, and prepare change orders as required. Provide the Town with recommendations on the validity of the change orders.
- Conduct a final on-site project review, issue punch list, Notice of Substantial Completion, and Notice of Final Completion for the contract.
- Compile equipment operation and maintenance manuals, start-up reports, warranty information, shop drawings and record plans as provided and developed by the Contractor, into a single final document package for delivery to the Town.

Task 6 – Construction Observation Services

MJ will provide up to 120 hours of construction observation during critical phases of construction by a NICET Level IV inspector in the NYSDOT right-of-way. Critical phases will include, but may not be limited to, water main, valve, connections to the existing water distribution system, and testing and disinfection. It is noted that the level of construction observation may vary and will be dependent upon the contractor's specific work schedule. MJ will provide construction observation on an hourly rate basis such that only the hours spent will be billed, which may result in a cost savings to the Town depending on the contractor's schedule.

As part of our construction observation services, MJ will perform the following tasks:

- Verify that the construction work observed is in conformance with the Contract documents.



- Perform a detailed inspection of materials and items of work required by the Contract documents to support the Contractor's payment request.
- Coordinate the Contractor's construction activities with the Town.
- Inform the Town, in writing, of operations and procedures that may lead to a delay in the construction.
- Maintain a construction observation log describing progress, problems encountered and other pertinent information relative to the project. Any meetings conducted will also be documented.
- Inspect manufactured and shop-fabricated materials to ensure conformance with approved shop drawings.
- Supervise any on-site testing and maintain a log and file of tests and related reports.
- Maintain a set of record documents based upon redline mark-ups provided by the Contractor.

SCHEDULE

MJ is prepared to begin the work identified in this proposal within 2 weeks of Notice to Proceed. MJ will perform the outlined tasks as follows:

Task 1 – Field Investigations.....	May – June 2023
Task 2 – Design Phase Services.....	June – July 2023
Task 3 – Regulatory Agency Coordination.....	August 2023*
Task 4 – Contracting and Award Services.....	September 2023
Task 5 – Construction Administration Services.....	TBD**
Task 6 – Construction Observation Services.....	TBD**

**Review periods by agencies may vary.*

***Work to be completed following completion of Contracts 2 and 3 and Brigantine Drive by designated Contractor.*

Projected start and end dates are subject to change and are based on date from authorization to proceed. As certain aspects of the project are outside of MJ's control (e.g., review agency schedules, actions, and approvals), MJ cannot guarantee completion of the project within these proposed schedules.

FEE

MJ proposes to complete the requested services for a lump sum fee as follows:

Task 1 – Field Investigation Services	
• Topographic Survey.....	\$3,500
Task 2 – Design Phase Services	
• Final Design.....	\$8,500
Task 3 – Regulatory Agency Coordination.....	\$2,300
Task 4 – Contracting and Award Services.....	\$1,000



Task 5 – Construction Administration Services	\$10,900
<u>Task 6 – Construction Observation Services (NTE)</u>	<u>\$18,000*</u>
Total Fee	\$44,200

** The fee for construction observation services assumes 120 hours (based on a 3-week construction duration with no overtime work) at \$150/hour. To be billed as hourly not-to-exceed.*

MJ will invoice a monthly basis based upon a percentage of work completed in that period. The fee assumes there are no significant changes resulting from decisions, conditions and/or events beyond MJ's control.

ASSUMPTIONS AND TASKS NOT INCLUDED IN THIS PROPOSAL

1. Project requires current NYS Prevailing Wage Rates for survey field crew.
2. Existing utility and record mapping will be made available to MJ by the Town.
3. Right-of-way survey is not required. Property lines to be established via tax maps provided by the Town. Property boundaries shown on the survey will be approximate, and for orientation purposes only based on tax maps and evidence of possession located in the field. The survey will indicate tax map section, block and lot numbers and will note current owners and street addresses.
4. Temporary construction easements are assumed not required nor included.
5. Contact will be made with UFPO prior to performing the ground survey. Note utility identification by UFPO is limited to publicly owned lands only.
6. Geotechnical investigation is not included due to limited subcontractor availability and schedule. Test pit excavation will be required by the designated contractor as part of the construction contract for assessment of the existing soil conditions relative to horizontal directional drilling.
7. Materials testing and special inspections are not included. It is assumed that these services will be provided by the contractor as part of the construction contract.
8. Preparation of complete bid package, including front end contract, is not required.
9. Technical specifications and construction details prepared previously for Contract 2, and approved by the NYSDOH, will be referenced.
10. Construction survey stakeout and field survey verification of installed infrastructure (i.e., buildings, piping, etc.) is not included.
11. Habitat assessments, wetlands delineation and permitting, archeological investigations (i.e., Phase 1A/1B/2) are assumed not required.
12. The Contractor will be required, as part of the construction contract, to prepare record drawings for submission to the Town. Preparation of additional record drawings is not included.
13. Payment of any fees, including applications, permits and other reviewing authority will be paid for by the Town.
14. No warranty, or guarantee, is expressed, or implied concerning the granting of permits or approvals required, or timelines for review and action, by regulatory agencies.



15 Preparation of a Storm Water Pollution Prevention Plan (SWPPP) is not required.

SUMMARY

Thank you for the opportunity to submit this proposal and we look forward to working with the Town of Halfmoon on this project. If you have any questions, please feel free to contact Carrie Dooley at (518) 371-0799 or by email at carriedooley@mjels.com.

Sincerely,


Michael D. Panichelli, P.E.
President

MDP/cld

AUTHORIZATION TO PROCEED

I hereby authorize M.J. Engineering and Land Surveying, P.C. to proceed with the scope of services as described above, and in accordance with the Consultant Agreement between MJ and the Town of Halfmoon.

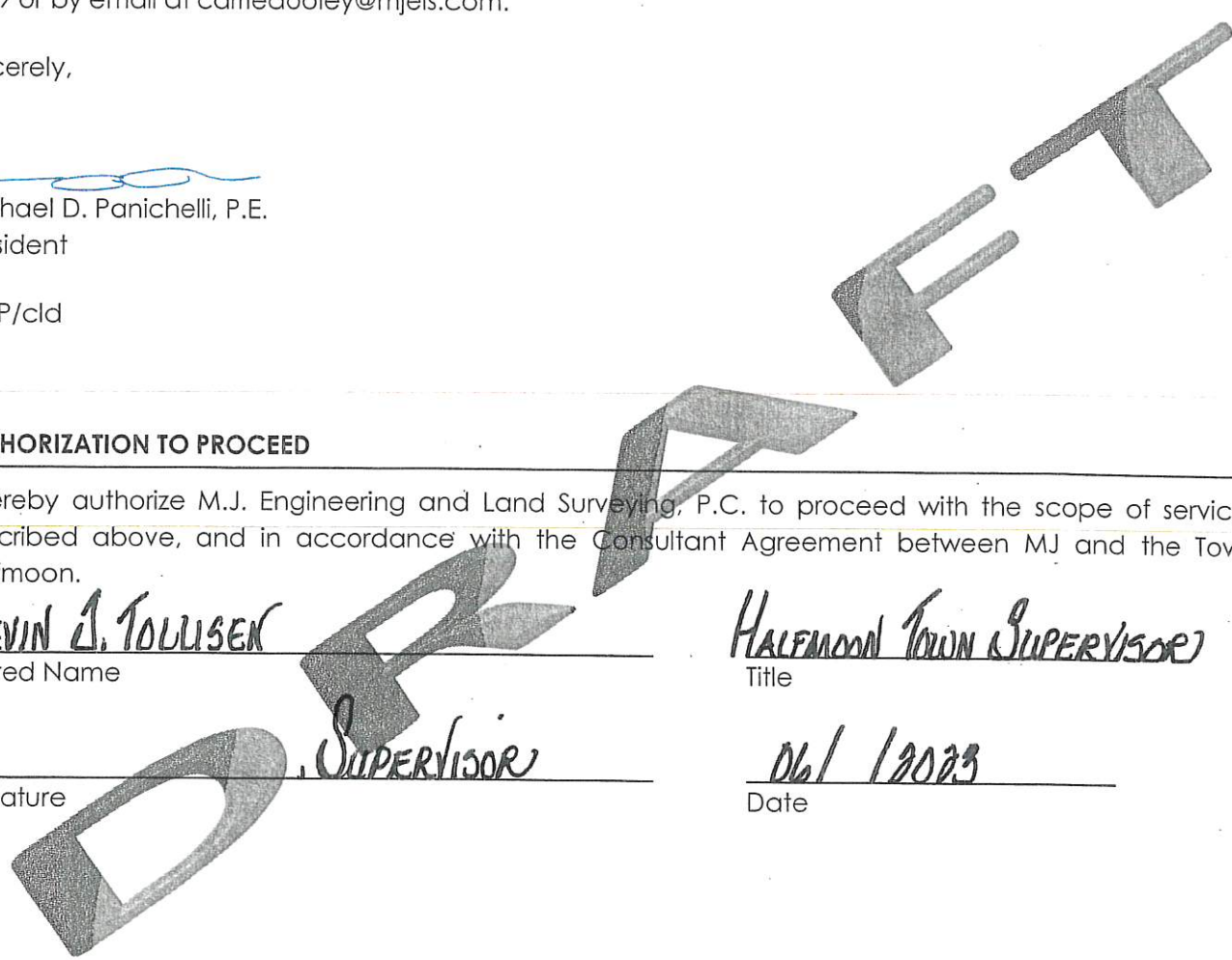
KEVIN J. TOLLISEN
Printed Name

Signature

SUPERVISOR

HALFMOON TOWN SUPERVISOR
Title

06/1/2023
Date





April 26, 2023

Kevin Tollisen, Town Supervisor
Town of Halfmoon
2 Halfmoon Town Hall Plaza
Halfmoon, NY 12065

Re: Proposal for Engineering Services
Northern Sites Drive Water Main Extension
MJ Proposal No. 2023259

Dear Supervisor Tollisen:

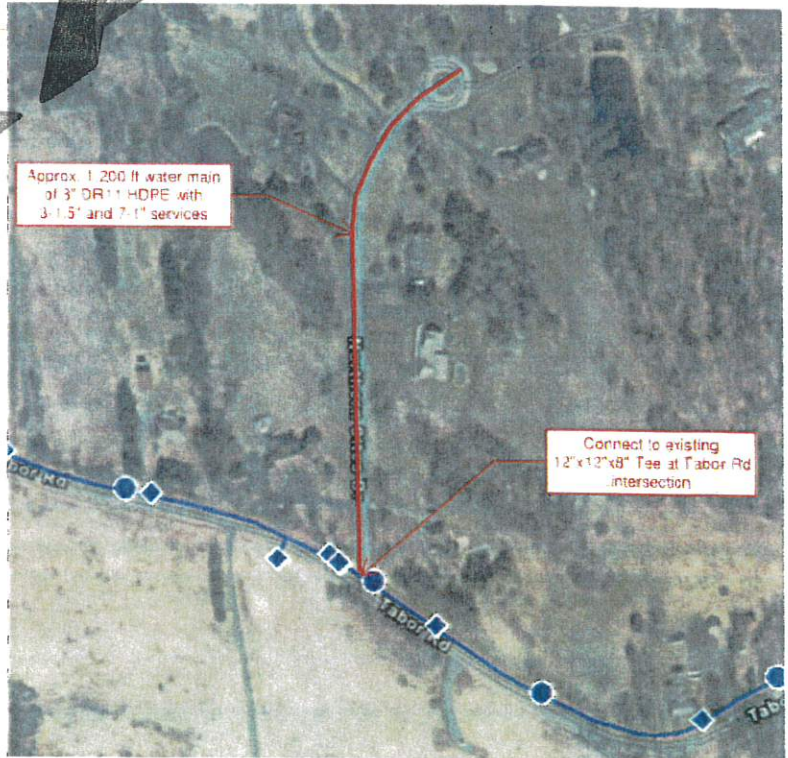
M.J. Engineering and Land Surveying, P.C. (MJ) is pleased to provide the Town of Halfmoon (Town) this proposal for engineering services associated with the extension of water on Northern Sites Drive. Based on previous discussions with the Town, MJ's project understanding, and associated Scope of Services are included below.

PROJECT UNDERSTANDING

The Town's water distribution system currently extends along the north side of Tabor Road from Liebich Lane to Ushers Road. As part of the Tabor Road Transfer Station project, this section of 12-inch diameter water main was installed on Tabor Road and included a future connection for Northern Site Drive.

Northern Sites Drive is located on the north side of Tabor Road, however, is not currently served water from the Town's distribution system. Due to commercial growth along Tabor Road, existing wells in this area may be impacted resulting in an insufficient supply of water.

To provide a reliable source of supply to the residents on Northern Sites Drive, approximately 1,200 linear feet of 8-inch diameter high-density polyethylene (HDPE) pipe is proposed, as shown in the adjacent figure. The proposed water main is to be installed via horizontal direction drilling in the road right-of-way. A connection will be made at the existing 12-inch water main on the north side of the road at the existing 12"x12"x8" tee and valve cluster. Hydrants, valves, and water services (3-1.5", 7-1") will also be installed with the new HDPE water main.





SCOPE OF SERVICES

Following Notice of Award, MJ will conduct a kickoff meeting with the Town to review project goals, scope, and schedule; introduce the project team; establish lines of communication; and compile available background and record information. MJ will also conduct a walkthrough of the project area to review current field conditions and constraints.

To successfully complete this project with the Town, MJ offers the following scope of services:

Task 1 – Field Investigation Services

A. Topographical Survey

MJ will obtain topographical survey data in support of the project which will include the following.

- Collect topographic survey data through conventional survey over the entirety of the project site. Sufficient data will be collected to prepare mapping with 1-foot contours.
- Establish control points throughout the project corridor to act as tie points for the photogrammetric survey, and elevation verification of the 2014 aerial LiDAR per Code of Practice for Land Surveys, NYSAPLS July 18, 1997 and ASPRS Map Accuracy standards. Horizontal datum will be NAD 83 and vertical datum will be NAVD 88.
- Place a utility one call to identify utility owners in the area and request existing record plans and mark outs. Review any existing utility records in possession of the Town.
- Road rights-of-way, property boundaries, existing easements, and zoning setbacks will be shown on the mapping, as defined by tax maps and/or record maps provided by the Town, and correlated to any property monumentation recovered during a field survey, and/or surveyed features that correspond to record mapping. MJ will not be completing a formal boundary survey of the project work areas.
- Locate all physical features within the project corridor including, but not limited to curbing, sidewalks, utility poles, culverts, manholes, streetlights, curb cuts, driveways and catch basins. Sanitary and storm structures will depict the elevations of the rims along with inverts and the size and directions of pipes. Underground utilities will be determined from observed surface evidence, record drawings obtained from the Town, and any mark out provided by contacting of Dig Safe (Level C).
- Existing electric, gas, and telephone conduits and structures will be shown on the mapping based on record information.
- Compile a base plan in AutoCAD Civil 3D 2022 format with 1' contours at a scale of 1" = 40' utilizing the data collected in the field and correlating utility records. Plan will also include publicly available datasets such as, aerial imagery, and tax parcels.

Task 2 – Design Phase Services

- Conduct a site walkthrough with the Town to review the project area and identify site features, conditions, and/or constraints that will affect the performance of the work to be completed and as needed to develop design plans.
- Collect and review available existing information for the water system, including available record mapping and Town GIS mapping.



- Review the results of the topographical survey to identify critical features and/or constraints that may affect the design of the project.
- Prepare construction documents, required for the contractor to install and properly test equipment and components of the project. The construction documents will conform to applicable State, County, and Local laws and codes for construction. It is assumed the work will be completed under a contract to the designated contractor in accordance with General Municipal Law Section 103 (16). The anticipated plan set will include:
 - Existing Conditions and Removals Plan
 - Water Main Plan and Profile
- Prepare an updated opinion of probable construction cost for the water main extension work based on the final documents to ensure conformance with the project budget.

Task 3 – Regulatory Agency Coordination

A. Agency Coordination

- Collect data relative to mapped wetlands and streams, ecological resources, listed threatened and endangered species and cultural resources. Data sources will include, but not be limited to, digital orthoimagery, New York Natural Heritage Program (NYNHP) correspondence for rare species, U.S. Fish and Wildlife Services (USFWS) data and correspondence, New York State Freshwater Wetland and Stream mapping, National Wetland Inventory (NWI) maps, USDA Soil Surveys, and NYS Office of Parks, Recreation and Historic Preservation (NYS OPRHP) data.
- Prepare and submit letters to the NYNHP, USFWS, NYS OPRHP, NYSDEC, and USACOE, as needed, to determine any potential environmental impacts.
- Identify required permits and approvals required for the project based on the responses generated from the agencies contacted and assist the Town in securing the required permits and/or approvals.

B. Permits and Approvals

Based on the results of Task 3.A – Agency Coordination, MJ will prepare the required documentation, including NYS PE-stamped and signed plans, specifications, and required permit application forms to submit to the involved agencies. MJ will incorporate comments provided by the agencies into the contract documents. Based on a preliminary review of the project area and proposed scope of work, it is anticipated that the following permits and approvals will be required.

- New York State Department of Health (NYSDOH) – MJ will assist the Town in obtaining NYSDOH approval of the project. The final contract documents and DOH 348 - Application for Approval of Plans for Public Water Supply Improvement will be submitted to the NYSDOH for review and approval. Comments provided by the NYSDOH will then be incorporated into the final contract documents. Upon completion of the project, MJ will complete, stamp/sign, and submit the Engineer's Certification of Public Water Improvement Project Completion (DOH-5025) to the NYSDOH.
- State Environmental Quality Review Act (SEQRA) – This project appears to be an Unlisted action for the purposes of SEQRA. As such, Part 1 of the Short Environmental Assessment Form (EAF) will be prepared for the Town's use. Coordinated review is not required for Unlisted actions.



Task 4 – Contracting and Award Services

- Provide construction documents to the Town in digital (PDF) format.
- Assist the Town in obtaining pricing from the designated contractor based on a previously awarded contract in accordance with General Municipal Law Section 103 (16).
- Prepare a recommendation letter to the Town for the contract award.

Task 5 – Contract Administration Services

- Prepare and issue Notice of Award to the awarded Contractor. Compile and review the contractual submittals, including bonds, insurance, and agreement and forward to the Town for execution.
- Coordinate, schedule and attend a pre-construction conference, and prepare and distribute meeting minutes to attending parties.
- Review and process construction shop drawings and specifications submitted by Contractor for compliance with the design concept.
- Respond to construction-related questions raised by the Contractor.
- Progress minor design revisions, as required, to adjust the proposed construction to site-specific conditions. Major design changes, due to unforeseen conditions, are not included.
- Review and certify the Contractor's monthly and final payment applications. Payment applications will be prepared and submitted to the Town as needed.
- Conduct up to two (2) bi-weekly progress meetings at the site to assure schedule conformance. Prepare and distribute meeting minutes as needed.
- Receive, review, and prepare change orders as required. Provide the Town with recommendations on the validity of the change orders.
- Conduct a final on-site project review, issue punch list, Notice of Substantial Completion, and Notice of Final Completion for the contract.
- Compile equipment operation and maintenance manuals, start-up reports, warranty information, shop drawings and record plans as provided and developed by the Contractor, into a single final document package for delivery to the Town.

Task 6 – Construction Observation Services

MJ will provide up to 200 hours of construction observation during critical phases of construction by a NICET Level III inspector. Critical phases will include, but may not be limited to, water main, valve, connections to the existing water distribution system, and testing and disinfection. It is noted that the level of construction observation may vary and will be dependent upon the contractor's specific work schedule. MJ will provide construction observation on an hourly rate basis such that only the hours spent will be billed, which may result in a cost savings to the Town depending on the contractor's schedule.

As part of our construction observation services, MJ will perform the following tasks:

- Verify that the construction work observed is in conformance with the Contract documents.



- Perform a detailed inspection of materials and items of work required by the Contract documents to support the Contractor's payment request.
- Coordinate the Contractor's construction activities with the Town.
- Inform the Town, in writing, of operations and procedures that may lead to a delay in the construction.
- Maintain a construction observation log describing progress, problems encountered and other pertinent information relative to the project. Any meetings conducted will also be documented.
- Inspect manufactured and shop-fabricated materials to ensure conformance with approved shop drawings.
- Supervise any on-site testing and maintain a log and file of tests and related reports.
- Maintain a set of record documents based upon redline mark-ups provided by the Contractor.

SCHEDULE

MJ is prepared to begin the work identified in this proposal within 2 weeks of Notice to Proceed. MJ will perform the outlined tasks as follows:

Task 1 – Field Investigations.....	May – June 2023
Task 2 – Design Phase Services.....	June – July 2023
Task 3 – Regulatory Agency Coordination.....	August 2023*
Task 4 – Contracting and Award Services.....	September 2023
Task 5 – Construction Administration Services.....	TBD**
Task 6 – Construction Observation Services.....	TBD**

**Review periods by agencies may vary.*

***Work to be completed following completion of Contracts 2 and 3 and Brigantine Drive by designated Contractor.*

Projected start and end dates are subject to change and are based on date from authorization to proceed. As certain aspects of the project are outside of MJ's control (e.g., review agency schedules, actions, and approvals), MJ cannot guarantee completion of the project within these proposed schedules.

FEE

MJ proposes to complete the requested services for a lump sum fee as follows:

Task 1 – Field Investigation Services	
• Topographic Survey.....	\$5,000
Task 2 – Design Phase Services	
• Final Design.....	\$9,700
Task 3 – Regulatory Agency Coordination.....	\$1,800
Task 4 – Contracting and Award Services.....	\$1,000



Task 5 – Construction Administration Services.....\$11,400

Task 6 – Construction Observation Services (NTE)\$26,000*

Total Fee\$54,900

** The fee for construction observation services assumes 200 hours (based on a 5-week construction duration) at \$130/hour. To be billed as hourly not-to-exceed.*

MJ will invoice a monthly basis based upon a percentage of work completed in that period. The fee assumes there are no significant changes resulting from decisions, conditions and/or events beyond MJ's control.

ASSUMPTIONS AND TASKS NOT INCLUDED IN THIS PROPOSAL

1. Project requires current NYS Prevailing Wage Rates for survey field crew.
2. Existing utility and record mapping will be made available to MJ by the Town.
3. Right-of-way survey is not required. Property lines to be established via tax maps provided by the Town. Property boundaries shown on the survey will be approximate, and for orientation purposes only based on tax maps and evidence of possession located in the field. The survey will indicate tax map section, block and lot numbers and will note current owners and street addresses.
4. Temporary construction easements are assumed not required nor included.
5. Contact will be made with UFPO prior to performing the ground survey. Note utility identification by UFPO is limited to publicly owned lands only.
6. Geotechnical investigation is not included due to limited subcontractor availability and schedule. Test pit excavation will be required by the designated contractor as part of the construction contract for assessment of the existing soil conditions relative to horizontal directional drilling.
7. Materials testing and special inspections are not included. It is assumed that these services will be provided by the contractor as part of the construction contract.
8. Preparation of complete bid package, including front end contract, is not required.
9. Technical specifications and construction details prepared previously for Contract 2, and approved by the NYSDOH, will be referenced.
10. Construction survey stakeout and field survey verification of installed infrastructure (i.e., buildings, piping, etc.) is not included.
11. Habitat assessments, wetlands delineation and permitting, archeological investigations (i.e., Phase 1A/1B/2) are assumed not required.
12. The Contractor will be required, as part of the construction contract, to prepare record drawings for submission to the Town. Preparation of additional record drawings is not included.
13. Payment of any fees, including applications, permits and other reviewing authority will be paid for by the Town.
14. No warranty, or guarantee, is expressed, or implied concerning the granting of permits or approvals required, or timelines for review and action, by regulatory agencies.



15 Preparation of a Storm Water Pollution Prevention Plan (SWPPP) is not required.

SUMMARY

Thank you for the opportunity to submit this proposal and we look forward to working with the Town of Halfmoon on this project. If you have any questions, please feel free to contact Carrie Dooley at (518) 371-0799 or by email at carriedooley@mjels.com.

Sincerely,

Michael D. Panichelli, P.E.
President

MDP/cld

AUTHORIZATION TO PROCEED

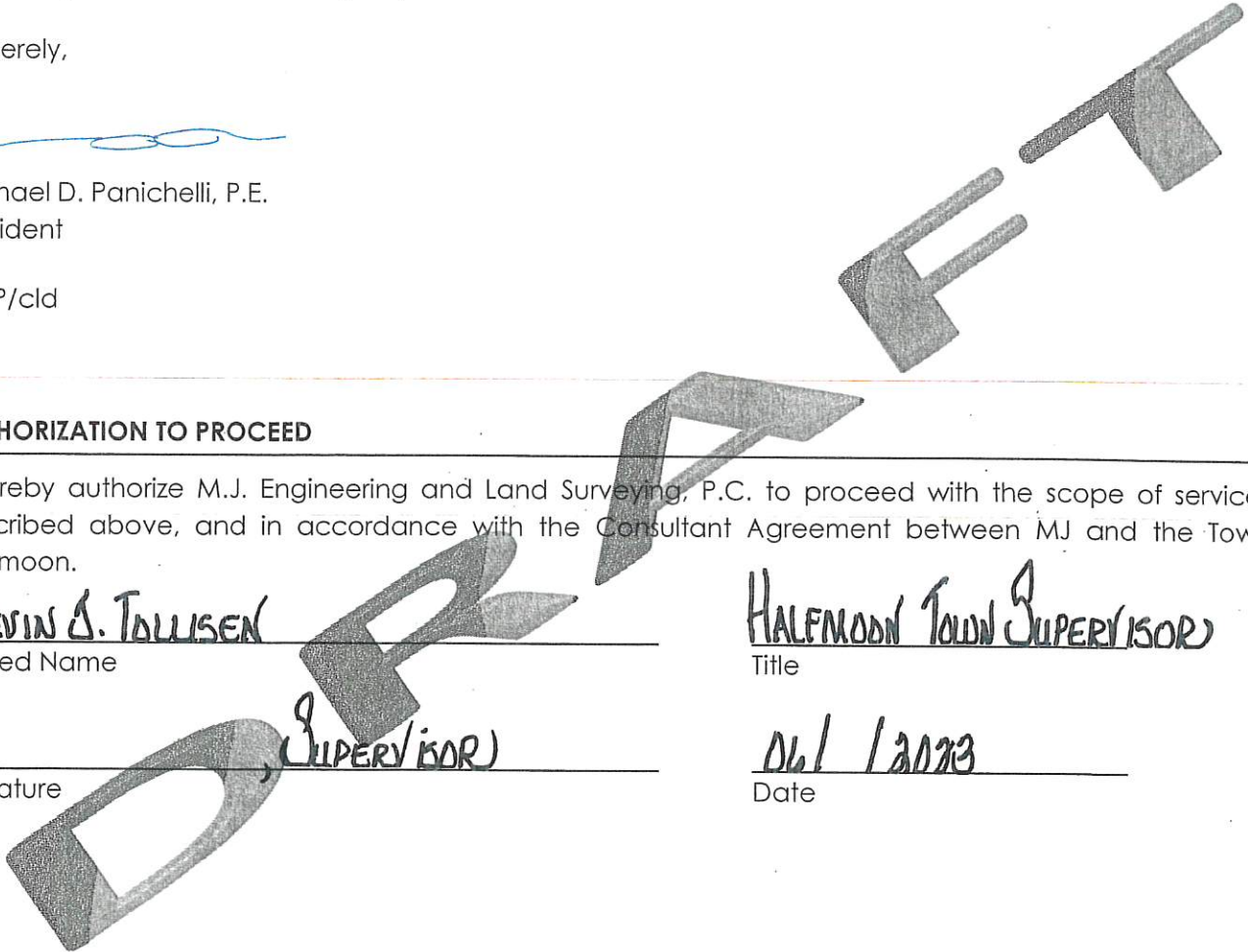
I hereby authorize M.J. Engineering and Land Surveying, P.C. to proceed with the scope of services as described above, and in accordance with the Consultant Agreement between MJ and the Town of Halfmoon.

KEVIN S. TOLLISEN
Printed Name

Kevin S. Tollisen, Supervisor
Signature

HALFMOON TOWN SUPERVISOR
Title

06/1/2023
Date





April 26, 2023

Kevin Tollisen, Town Supervisor
Town of Halfmoon
2 Halfmoon Town Hall Plaza
Halfmoon, NY 12065

Re: Proposal for Engineering Services
NYS Route 9 Water Main Connection
MJ Proposal No. 2023257

Dear Supervisor Tollisen:

M.J. Engineering and Land Surveying, P.C. (MJ) is pleased to provide the Town of Halfmoon (Town) this proposal for engineering services associated with the installation of a water main connection on NYS Route 9. Based on previous discussions with the Town, MJ's project understanding, and associated Scope of Services are included below.

PROJECT UNDERSTANDING

The Town's water distribution system currently extends along NYS Route 9, south of the NYS Route 236 intersection on both the east and west sides of the road. The existing water mains are not connected however, and the existing 12-inch water main on the east side of the NYS Route 9 is a dead end.

To provide redundancy in the Town's water distribution system and provide an alternative way to supply water to the southwest portion of the Town in the event of a water service disruption elsewhere, a connection is proposed between the existing water mains on the east and west sides of the NYS Route 9. The connection will consist of the installation of approximately 500 linear feet of 8-



inch diameter high-density polyethylene (HDPE) pipe, as shown in the adjacent figure. The proposed water main is to be installed via horizontal direction drilling under NYS Route 9, and along the right-of-way on the east side of the road. A tapping sleeve and valve connection will be made at the existing 10-inch water main on the west side of the road. No water services or hydrants are proposed along the new water main section.



SCOPE OF SERVICES

Following Notice of Award, MJ will conduct a kickoff meeting with the Town to review project goals, scope, and schedule; introduce the project team; establish lines of communication; and compile available background and record information. MJ will also conduct a walkthrough of the project area to review current field conditions and constraints.

To successfully complete this project with the Town, MJ offers the following scope of services:

Task 1 – Field Investigation Services

A. Topographical Survey

MJ will obtain topographical survey data in support of the project which will include the following:

- Collect topographic survey data through conventional survey over the entirety of the project site. Sufficient data will be collected to prepare mapping with 1-foot contours.
- Establish control points throughout the project corridor to act as tie points for the photogrammetric survey, and elevation verification of the 2014 aerial LiDAR per Code of Practice for Land Surveys, NYSAPLS July 18, 1997 and ASPRS Map Accuracy standards. Horizontal datum will be NAD 33 and vertical datum will be NAVD 88.
- Place a utility one call to identify utility owners in the area and request existing record plans and mark outs. Review any existing utility records in possession of the Town.
- Road rights-of-way, property boundaries, existing easements, and zoning setbacks will be shown on the mapping, as defined by tax maps and/or record maps provided by the Town, and correlated to any property monumentation recovered during a field survey, and/or surveyed features that correspond to record mapping. MJ will not be completing a formal boundary survey of the project work areas.
- Locate all physical features within the project corridor including, but not limited to curbing, sidewalks, utility poles, culverts, manholes, streetlights, curb cuts, driveways and catch basins. Sanitary and storm structures will depict the elevations of the rims along with inverts and the size and directions of pipes. Underground utilities will be determined from observed surface evidence, record drawings obtained from the Town, and any mark out provided by contacting of Dig Safe (Level C).
- Existing electric, gas, and telephone conduits and structures will be shown on the mapping based on record information.
- Compile a base plan in AutoCAD Civil 3D 2022 format with 1' contours at a scale of 1" = 40' utilizing the data collected in the field and correlating utility records. Plan will also include publicly available datasets such as, aerial imagery, and tax parcels.

Task 2 – Design Phase Services

- Conduct a site walkthrough with the Town to review the project area and identify site features, conditions, and/or constraints that will affect the performance of the work to be completed and as needed to develop design plans.
- Collect and review available existing information for the water system, including available record mapping and Town GIS mapping.



- Review the results of the topographical survey to identify critical features and/or constraints that may affect the design of the project.
- Prepare construction documents, required for the contractor to install and properly test equipment and components of the project. The construction documents will conform to applicable State, County, and Local laws and codes for construction. It is assumed the work will be completed under a contract to the designated contractor in accordance with General Municipal Law Section 103 (16). The anticipated plan set will include:
 - Existing Conditions and Removals Plan
 - Water Main Plan and Profile
- Prepare an updated opinion of probable construction cost for the water main extension work based on the final documents to ensure conformance with the project budget.

Task 3 – Regulatory Agency Coordination

A. Agency Coordination

- Collect data relative to mapped wetlands and streams, ecological resources, listed threatened and endangered species and cultural resources. Data sources will include, but not be limited to, digital orthoimagery, New York Natural Heritage Program (NYNHP) correspondence for rare species, U.S. Fish and Wildlife Services (USFWS) data and correspondence, New York State Freshwater Wetland and Stream mapping, National Wetland Inventory (NWI) maps, USDA Soil Surveys, and NYS Office of Parks, Recreation and Historic Preservation (NYS OPRHP) data.
- Prepare and submit letters to the NYNHP, USFWS, NYS OPRHP, NYSDEC, and USACOE, as needed, to determine any potential environmental impacts.
- Identify required permits and approvals required for the project based on the responses generated from the agencies contacted and assist the Town in securing the required permits and/or approvals.

B. Permits and Approvals

Based on the results of Task 3.A – Agency Coordination, MJ will prepare the required documentation, including NYS PE-stamped and signed plans, specifications, and required permit application forms to submit to the involved agencies. MJ will incorporate comments provided by the agencies into the contract documents. Based on a preliminary review of the project area and proposed scope of work, it is anticipated that the following permits and approvals will be required.

- New York State Department of Health (NYSDOH) – MJ will assist the Town in obtaining NYSDOH approval of the project. The final contract documents and DOH 348 - Application for Approval of Plans for Public Water Supply Improvement will be submitted to the NYSDOH for review and approval. Comments provided by the NYSDOH will then be incorporated into the final contract documents. Upon completion of the project, MJ will complete, stamp/sign, and submit the Engineer's Certification of Public Water Improvement Project Completion (DOH-5025) to the NYSDOH.
- State Environmental Quality Review Act (SEQRA) – This project appears to be an Unlisted action for the purposes of SEQRA. As such, Part 1 of the Short Environmental Assessment Form (EAF) will be prepared for the Town's use. Coordinated review is not required for Unlisted actions.



Task 4 – Contracting and Award Services

- Provide construction documents to the Town in digital (PDF) format.
- Assist the Town in obtaining pricing from the designated contractor based on a previously awarded contract in accordance with General Municipal Law Section 103 (16).
- Prepare a recommendation letter to the Town for the contract award.

Task 5 – Contract Administration Services

- Prepare and issue Notice of Award to the awarded Contractor. Compile and review the contractual submittals, including bonds, insurance, and agreement and forward to the Town for execution.
- Coordinate, schedule and attend a pre-construction conference, and prepare and distribute meeting minutes to attending parties.
- Review and process construction shop drawings and specifications submitted by Contractor for compliance with the design concept.
- Respond to construction-related questions raised by the Contractor.
- Progress minor design revisions, as required, to adjust the proposed construction to site-specific conditions. Major design changes, due to unforeseen conditions, are not included.
- Review and certify the Contractor's monthly and final payment applications. Payment applications will be prepared and submitted to the Town as needed.
- Conduct up to two (2) bi-weekly progress meetings at the site to assure schedule conformance. Prepare and distribute meeting minutes as needed.
- Receive, review, and prepare change orders as required. Provide the Town with recommendations on the validity of the change orders.
- Conduct a final on-site project review, issue punch list, Notice of Substantial Completion, and Notice of Final Completion for the contract.
- Compile equipment operation and maintenance manuals, start-up reports, warranty information, shop drawings and record plans as provided and developed by the Contractor, into a single final document package for delivery to the Town.

Task 6 – Construction Observation Services

MJ will provide up to 120 hours of construction observation during critical phases of construction by a NICET Level IV inspector in the NYSDOT right-of-way. Critical phases will include, but may not be limited to, water main, valve, connections to the existing water distribution system, and testing and disinfection. It is noted that the level of construction observation may vary and will be dependent upon the contractor's specific work schedule. MJ will provide construction observation on an hourly rate basis such that only the hours spent will be billed, which may result in a cost savings to the Town depending on the contractor's schedule.



As part of our construction observation services, MJ will perform the following tasks:

- Verify that the construction work observed is in conformance with the Contract documents.
- Perform a detailed inspection of materials and items of work required by the Contract documents to support the Contractor's payment request.
- Coordinate the Contractor's construction activities with the Town.
- Inform the Town, in writing, of operations and procedures that may lead to a delay in the construction.
- Maintain a construction observation log describing progress, problems encountered and other pertinent information relative to the project. Any meetings conducted will also be documented.
- Inspect manufactured and shop-fabricated materials to ensure conformance with approved shop drawings.
- Supervise any on-site testing and maintain a log and file of tests and related reports.
- Maintain a set of record documents based upon redline mark-ups provided by the Contractor.

SCHEDULE

MJ is prepared to begin the work identified in this proposal within 2 weeks of Notice to Proceed. MJ will perform the outlined tasks as follows:

Task 1 – Field Investigations	May – June 2023
Task 2 – Design Phase Services.....	June – July 2023
Task 3 – Regulatory Agency Coordination	August 2023*
Task 4 – Contracting and Award Services.....	September 2023
Task 5 – Construction Administration Services.....	TBD**
Task 6 – Construction Observation Services	TBD**

**Review periods by agencies may vary.*

***Work to be completed following completion of Contracts 2 and 3 and Brigantine Drive by designated Contractor.*

Projected start and end dates are subject to change and are based on date from authorization to proceed. As certain aspects of the project are outside of MJ's control (e.g., review agency schedules, actions, and approvals), MJ cannot guarantee completion of the project within these proposed schedules.



FEE

MJ proposes to complete the requested services for a lump sum fee as follows:

Task 1 – Field Investigation Services	
• Topographic Survey	\$4,500
Task 2 – Design Phase Services	
• Final Design	\$8,500
Task 3 – Regulatory Agency Coordination	\$2,300
Task 4 – Contracting and Award Services	\$1,000
Task 5 – Construction Administration Services	\$10,900
<u>Task 6 – Construction Observation Services (NTE)</u>	<u>\$18,000*</u>
Total Fee.....	\$45,200

** The fee for construction observation services assumes 120 hours (based on a 3-week construction duration with no overtime work) at \$150/hour. To be billed as hourly not-to-exceed.*

MJ will invoice a monthly basis based upon a percentage of work completed in that period. The fee assumes there are no significant changes resulting from decisions, conditions and/or events beyond MJ's control.

ASSUMPTIONS AND TASKS NOT INCLUDED IN THIS PROPOSAL

1. Project requires current NYS Prevailing Wage Rates for survey field crew.
2. Existing utility and record mapping will be made available to MJ by the Town.
3. Right-of-way survey is not required. Property lines to be established via tax maps provided by the Town. Property boundaries shown on the survey will be approximate, and for orientation purposes only based on tax maps and evidence of possession located in the field. The survey will indicate tax map section, block and lot numbers and will note current owners and street addresses.
4. Temporary construction easements are assumed not required nor included.
5. Contact will be made with UFPO prior to performing the ground survey. Note utility identification by UFPO is limited to publicly owned lands only.
6. Geotechnical investigation is not included due to limited subcontractor availability and schedule. Test pit excavation will be required by the designated contractor as part of the construction contract for assessment of the existing soil conditions relative to horizontal directional drilling.
7. Materials testing and special inspections are not included. It is assumed that these services will be provided by the contractor as part of the construction contract.
8. Preparation of complete bid package, including front end contract, is not required.
9. Technical specifications and construction details prepared previously for Contract 2, and approved by the NYSDOH, will be referenced.



- 10. Construction survey stakeout and field survey verification of installed infrastructure (i.e., buildings, piping, etc.) is not included.
- 11. Habitat assessments, wetlands delineation and permitting, archeological investigations (i.e., Phase 1A/1B/2) are assumed not required.
- 12. The Contractor will be required, as part of the construction contract, to prepare record drawings for submission to the Town. Preparation of additional record drawings is not included.
- 13. Payment of fees, including applications, permits and other reviewing authority will be made by the Town.
- 14. No warranty, or guarantee, is expressed, or implied concerning the granting of permits or approvals required, or timelines for review and action, by regulatory agencies.
- 15. Preparation of a Storm Water Pollution Prevention Plan (SWPPP) is not required.

SUMMARY

Thank you for the opportunity to submit this proposal and we look forward to working with the Town of Halfmoon on this project. If you have any questions, please feel free to contact Carrie Dooley at (518) 371-0799 or by email at carriedooley@mjels.com.

Sincerely,


Michael D. Panichelli, P.E.
President

MDP/cld

DRAFT

AUTHORIZATION TO PROCEED

I hereby authorize M.J. Engineering and Land Surveying, P.C. to proceed with the scope of services as described above, and in accordance with the Consultant Agreement between MJ and the Town of Halfmoon.

KEVIN J. TOLLISEN
Printed Name

HALFMOON TOWN SUPERVISOR
Title

(SUPERVISOR)
Signature

06/13/23
Date

LEASE OF BUSES

This Agreement is made between National Express Charter, a New York State Company with offices located at 90 S. Swan Street, Suite 103-f, Albany, New York, 12210 ("Lessor) and the Town of Halfmoon, a municipal corporation with offices located at 2 Halfmoon Town Plaza, Halfmoon, New York 12065 ("Lessee").

RECITALS

- A. Lessor owns certain buses, which are available for lease as required by the Town of Halfmoon.
- B. Lessee operates a Summer Recreation Program ("the Program") and provides various day trips that require busing of the participants of the Program.
- C. Lessee desires to lease certain of Lessor's buses to be used to transport participants in connection with Program activities, and Lessor is willing to lease such buses to Lessee on the terms set forth below.

Now, therefore, in consideration of the mutual promises herein set forth the parties agree as follows:

COVENANTS

- 1. Term. The Lessor will have available buses and drivers for the Lessee as detailed below:

Date of Service: July 5, 2023
Passenger Count: 100
Pick Up Time: 9:45 am
Departure Time: 10:00 am
Pick Up Location (Address): 162 Route 236 Clifton Park NY 12065
Destination (Address): Fun Spot
Departure Time: 2:00 pm
Return Location: 162 Route 236 Clifton Park NY 12065
End of Service Time: 3:00 pm

- (b). Date of Service: July 12, 2023
Passenger Count: 100
Pick Up Time: 9:45 am
Departure Time: 10:00 am
Pick Up Location (Address): 2 Halfmoon Town Plaza Halfmoon NY 12065
Destination (Address): Spare Time
Departure Time: 2:30 pm
Return Location: 2 Halfmoon Town Plaza Halfmoon NY 12065
End of Service Time: 3:00 pm

- (c). Date of Service: July 19, 2023

Passenger Count: 200
Pick Up Time: 9:45 am
Departure Time: 10:00 am
Pick Up Location (Address): Both Sites
Destination (Address): Saratoga County Fair
Departure Time: 2:00 pm
Return Location: Both sites
End of Service Time: 2:30 pm

(d). Date of Service: July 26, 2023
Passenger Count: 100
Pick Up Time: 9:45 am
Departure Time: 10:00 am
Pick Up Location (Address): 162 Route 236 Clifton Park NY 12065
Destination (Address): Sparetime
Departure Time: 2:00 pm
Return Location: 162 Route 236 Clifton Park NY 12065
End of Service Time: 2:30 pm

(e). Date of Service: July 26, 2023
Passenger Count: 100
Pick Up Time: 9:45 am
Departure Time: 10:00 am
Pick Up Location (Address): Halfmoon Town Plaza Halfmoon NY 12065
Destination (Address): Funspot
Departure Time: 2:00pm
Return Location: Halfmoon Town Plaza Halfmoon NY 12065
End of Service Time: 3:00pm

2. **Conditions of Use.** Each bus will be driven only by a Bus Driver employed by Lessor.

Bus Drivers will be required to comply with all qualifications and training required by applicable rules and regulation of the New York State Department of Motor Vehicles, and the United States Department of Transportation.

3. **Lessor Charge.** Lessee will pay to Lessor as rental \$7,927.92 for the Use of the buses and drivers as detailed herein for the Program.

4. **Responsibility, Indemnification and Insurance.** Lessee will defend, indemnify and hold harmless Lessor, its agents, officers, employees and board members against any and all claims, suits, judgments, liabilities, losses, and expenses, including but not limited to reasonable attorney's fees and costs obligation, which arise from the operation of the identified buses during and pursuant to this Lease. Lessor will defend, indemnify and hold harmless Lessee, its

agents, officers, employees and board members against any and all claims, suits, judgments, liabilities, losses, and expenses, including but not limited to reasonable attorney's fees and costs obligation, which arise from the operation of the identified buses during and pursuant to this Lease. Workers compensation coverage will be provided by the Lessor.

5. **Entire Agreement.** This Lease embodies the entire agreement and understanding between the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. There are no representations, warranties, covenants, or conditions made by either of the parties except as herein expressly contained.

6. **Modification.** This Lease may not be amended, modified, altered, or varied except by an Agreement in writing signed by both of the parties.

7. **Paragraph Titles.** The titles or headings of the paragraphs of this Agreement are not a part of this Agreement and will have no effect upon the construction or interpretation of any part hereof.

Wherefore the parties hereto have hereunto set their hands as of the date first set forth

National Express Charter

By:

By: Kevin J. Tollisen, Supervisor Town of Halfmoon



Resolution 195 - 2023

DAKTRONICS.COM

201 Daktronics Drive PO Box 5128
Brookings, South Dakota 57006-5128
T 800-325-8766 605-692-0200 F 605-697-4700

Thank you, Paul, for choosing Daktronics.

The following items are required to process your order:

- Please verify that this equipment fulfills your project needs
- Signed Quote with Purchase Order number
- Validate and complete Project Site Information page, return with order
Help ensure Daktronics shipping, invoicing, and service locations are accurate.
- Payment & Invoicing – Please provide Purchase Order number.
- Tax Status – Please provide current tax-exempt certificate or applicable taxes will be added to invoice

You may submit your order to your sales team via the following methods.

Email:

Attention:

Paul Pecorella – Paul.Pecorella@daktronics.com
Clayton Huisken – Clayton.Huisken@daktronics.com

Mail:

Daktronics, Inc
Attn: Clayton Huisken
PO Box 5128
Brookings, SD 57006

After your order has been placed:

- [Flight Unloading Guidelines](#) – Shipping to site via LTL (enclosed trailer). Usually unloads at dock. Forklift or pallet jack may be required.

DAKTRONICS ORDER AGREEMENT # 820618-1-2

Town of Halfmoon
 Paul Maiello
 2 Halfmoon Town Plaza
 Halfmoon, NY USA 12065
 Phone: (518)371-7410
 Fax:
 Email: grounds@townofhalfmoon.org

19/Jun/2023
 Valid for: 90 days
 Terms: Net 30 days from shipment with
 Purchase Order
 Subject to Credit Review
 FCA: DESTINATION
 Delivery: Call for Production Time

Reference: EMC – Sourcewell Contract #050819-DAK

Item No.	Model	Description	Qty	Price
1	GT6x-72X252-10-RGB-SF	Galaxy® Outdoor Electronic Message Center - GT6x Series - 10mm RGB Matrix: 72 lines by 252 columns Line Spacing: 10mm LED Color: RGB- 281 Trillion Colors Face Configuration: SF - single one sided display View Angle: 140 degrees Horizontal x 70 degrees Vertical Cabinet Dimensions: 2' 11" H X 8' 8" W X 0' 7" D (Approx. Dimensions) Max Power: 1410 watts/display Weight: Unpackaged 215 lbs per display; Packaged 415 lbs per display	1	\$15,634.00
	Galaxy® Wire Ethernet Outdoor Display Communication Kit	Communication Method: Wire Ethernet, Cable not included	1	
	System Startup	Final Commissioning of Equipment	1	
2	FREIGHT	Shipping to site via LTL (enclosed trailer). Usually unloads at a dock. Forklift or pallet jack may be required.	1	\$630.00
Services				
3	G5C5-W	Five Year Warranty - Parts Coverage - G5G5	1	
	Venus® Control Suite Basic 10-Year Subscription	Secure, web-based software that enables display management anytime, anywhere via internet connection.	1	
	Venus® Control Suite Training/Onboarding	Venus® self guided training videos. (English only.)	1	
	Venus® Control Suite - One-on-One Webinar	Customized Venus® training in a live, web-based, conference call format using the customer's phone & computer. (English only.)	1	
Total Price Excluding Applicable Tax:				\$16,264.00

Please reference listed sales literature: DD1628383 for G5C5-W, DD4008961 for GT6x-72X252-10-RGB-SF
 Please reference listed shop drawings: DWG-04296077 for GT6x-72X252-10-RGB-SF



Leasing Program

If your purchase exceeds \$25,000, you may qualify for our leasing program allowing you more flexibility to spread out the cost of your Daktronics display over a period up to five (5) years. Benefits of our leasing program include fixed rate financing, non-appropriation clause, no prepayment penalty, and customizable payment schedules. Plus, at the end of the lease, the equipment is yours to keep with no additional balloon payments.

Sample payment options as follows:

- \$50,000 in total equipment cost = \$11,285 per year
- \$100,000 in total equipment cost = \$22,568 per year
- \$250,000 in total equipment cost = \$56,420 per year

**Payments based on 5 year/annual payment in advance structure. Leasing is subject to credit approval and agreed upon documentation with Daktronics lending partner. Contact your Daktronics representative for additional options and details.

Exclusions:

- Electrical Installation
- Structure
- Power
- Engineering Certification
- Labor to Pull Signal Cable
- Taxes
- Front End Equipment
- Physical/Mechanical Installation
- Foundation
- Hoist
- Signal Conduit
- Applicable Permits
- Electrical Switch Gear or Distribution Equipment

Unless expressly stated otherwise in this Order Agreement # 820618-1 Rev 2 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (including dirt removal), any materials fabrication, installation of steel braces, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those service may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions.

Prices and charges are subject to change by Daktronics at any time before the final agreement between the parties is effective. Ship Date will be determined after customer purchase order is received or agreement is signed or otherwise effective, shop drawings are approved (if required) and down payment is received (if required).

Installation Responsibilities:

If applicable please reference Attachment A for Installation Responsibilities.

Ad/ID Copy Approval Process

Customer shall provide digital artwork for advertising and identification panels, conforming to Daktronics' graphic file standards, at the time of order. Daktronics will create a proof of provided artwork and require approval of that proof three weeks prior to the initial anticipated ship date. Advertising and identification panels not approved in time, will be shipped without copy in Daktronics' standard format.

(Handwritten signatures of Paul Pecorella and Clayton Huisken)

Paul Pecorella
PHONE: 585-465-1918
FAX:
EMAIL: Paul.Pecorella@daktronics.com

Clayton Huisken
PHONE: 605-692-0200 Ext.56315
FAX:
EMAIL: Clayton.Huisken@daktronics.com

Terms And Conditions:

- The Terms and Conditions which apply to this order available on request.
- SL-02374 Standard Warranty and Limitation of Seller's Liability (www.daktronics.com/terms_conditions/SL-02374.pdf)
- SL-02375 Standard Terms and Conditions of Sale (www.daktronics.com/terms_conditions/SL-02375.pdf)
- SL-07862 Software License Agreement (www.daktronics.com/terms_conditions/SL-07862.pdf)

Acceptance:

The parties acknowledge and agree that the agreement (the "Agreement") is comprised of the terms and conditions contained within this order agreement and any attachments thereto, along with the documents at the website addresses above. Purchaser hereby agrees to purchase the equipment as defined in the Agreement. Purchaser acknowledges having had the opportunity and means to review the Agreement. The Agreement represents the entire agreement of the parties and supersede any previous understanding or agreement. The Undersigned has actual authority to execute this document and Daktronics is relying on such authority. Purchaser acknowledges and agrees to the above, as evidenced by its attestation below.

Customer Signature _____

Date _____

Print Name _____

Title _____



PROJECT SITE INFORMATION – REQUIRED TO PLACE YOUR ORDER

This document is for order processing purposes only and is not intended to be part of the Agreement

Daktronics Quote # 820618-1-2

Purchase Order Information:

PO# _____

PO Date _____

Purchaser (Bill To) hereby confirms that the equipment is to be delivered to (Ship To) and may be installed by Purchases or Daktronics, as indicated elsewhere herein, at the address (Installation Location) indicated below unless otherwise specified.

SHIP TO: (delivery location) Company: <u>Town of Halfmoon</u> Contact: <u>Paul Maiello</u> Street Address: <u>2 Halfmoon Town Plaza</u> City: <u>Halfmoon</u> State: <u>NY</u> Zip: <u>12065</u> Telephone: <u>518-371-7410</u> Email: (for shipping notification) <u>grounds@townofhalfmoon.org</u> Additional Email: (for shipping notification) _____	INSTALLATION LOCATION: (end user) ID# _____ Company: <u>Same as Ship To</u> Contact: _____ Street Address: _____ City: _____ State: _____ Zip: _____ Telephone: _____ Email: (for order acknowledgement) _____ Training Contact & Email: (if applicable) _____
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BILL TO: (receive and pay invoices) ID# _____ Company: <u>Same as Ship To</u> Contact: _____ Street Address: _____ City: _____ State: _____ Zip: _____ Telephone: _____ Email: _____	***VENUS SOFTWARE INFORMATION*** <input checked="" type="checkbox"/> This is a new Venus account (Daktronics will create and send the credentials) <input type="checkbox"/> Please add users and display to existing Venus account Acct Name or Number: _____ Display Name: _____ Primary Contact – Account Administrator *Email: <u>grounds@townofhalfmoon.org</u> Name: <u>Paul Maiello</u> Phone: <u>518-371-7410</u> Secondary Contact – Account Administrator *Email: _____ Name: _____ Phone: _____
LOGO & AD COPY APPROVAL (if applicable) Name: _____ Email: _____	

****Logos, Graphics, or Sponsor Advertisements****
Vector files must be submitted with your order documents, not to exceed 1 week of order placement. If artwork is not received, the panels will be painted the same as your scoreboard or display and shipped blank.