Intersection Improvements at Route 236 and Guideboard Road

Town of Halfmoon
Saratoga County, New York

NYSDOT PIN 1762.50

Supplemental Consultant Agreement

Prepared by:

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September 17, 2026

CM Project 123-208

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EXECUTIVE SUMMARY

SUPPLEMENTAL CONSULTANT AGREEMENT - PRELIMINARY DESIGN
PIN 1762.50: Intersection Improvements at Route 236 and Guideboard Road
Town of Halfmoon, Saratoga County, NY

This Supplemental Consultant Agreement covers the completion of Preliminary Design for the Intersection Improvements at Route 236 and Guideboard Road Project. Creighton Manning Engineering & Surveying, PLLC has been designated by the Town of Halfmoon to progress this Locally Administered Federal-Aid project and has prepared the attached Supplemental Consultant Agreement, Scope of Services and Fee.

Project Description:
This project will improve the flow of traffic by reconstructing the intersection of NY Route 236 and Guideboard Road. A roundabout alternative will be evaluated as part of the project as well as road widening to accommodate a through lane on Guideboard Road between US Route 9 and NY Route 236. The existing signal at US Route 9 and Guideboard Road will also be evaluated to assess the potential needs for upgrades. All proposed facilities will meet applicable Federal and State design standards. ROW acquisition maps, EDPL, and associated items are included in this supplemental agreement.

The project scope required to complete the project in accordance with the Procedures for Locally Administered Federal Aid Projects is included in the Scope of Services and Cost Proposal.

Schedule and Construction Cost
It is anticipated the project will be ready for PS&E in the Fall of 2027. The project is currently programmed on the NYSDOT STIP.

This proposal is for ROW tasks associated with Preliminary Design and is for $59,000.

Architectural/ Engineering Consultant Contract

PIN: **1762.50** Municipal Contract No. _____

Agreement made this _____ day of _____, 2026 by and between

Town of Halfmoon
(municipal corporation)
having its principal office at **2 Halfmoon Town Plaza**, in the **Town of Halfmoon** (to be known throughout this document as the "**Sponsor**")
and
Creighton Manning Engineering & Surveying, PLLC with its office at **2 Winners Circle, Albany, New York**
(to be known throughout this document as the ***"Consultant")***

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this contract as **Intersection Improvements at Route 236 and Guideboard Road Project** (as described in detail in Attachment A annexed hereto, the "Project") the Sponsor has sought to engage the services of a Consultant Engineer) to perform the scope of services described in Attachment B annexed hereto; and

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

WHEREAS, the **Supervisor Kevin Tollisen**, is authorized to enter this Contract on behalf of the Sponsor,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS CONTRACT

This contract consists of the following:

- **Agreement Form** - this document titled "Architectural/Engineering Consultant Contract";
- **Attachment "A"** - Project Description and Funding;
  - Appendix A – Standard Clauses for New York State Contracts
  - Appendix B – Requirements for Federally-Aided Transportation Contracts
- **Attachment "B"** – Scope of Services
- **Attachment "C"** - as applicable, Staffing Rates, Hours, Reimbursables and Fee.

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Sponsor with plans, estimates and other services and deliverables more specifically described in Attachment "B".

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

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

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

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

(Continued next page)

☑ **3.1 Cost Plus Fixed Fee Method**			
ITEM	**DESCRIPTION OF ITEMS WITHIN METHOD**	**APPLICABLE RATE/AMT or %**	**INTERIM PAYMENTS**
Item I	o Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Contract, plus properly allocable partial salaries of all persons working part-time on this PROJECT. o The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Sponsor. o If, within the term of this Contract, any direct salary rates are paid in excess of the maximums shown in Attachment C, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance	o Actual cost incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative. o Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Contract, all subject to audit. o Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Sponsor.	o The CONSULTANT shall be paid in Monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C. o Bills are subject to approval of the Sponsor and Sponsor's Representative.
Item II	Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Contract; all subject to audit.	All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.	
Item III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor.	Salvage value	

☑ **3.1 Cost Plus Fixed Fee Method**			
ITEM	**DESCRIPTION OF ITEMS WITHIN METHOD**	**APPLICABLE RATE/AMT or %**	**INTERIM PAYMENTS**
Item IV	Overhead Allowance based on actual allowable expenses incurred during the term of this Agreement, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations, sub part 1-31.2 as modified by sub part 1-31.105 ("FAR "), and applicable policies and guidelines of the Municipality, NYSDOT and FHWA. For the purpose of this Agreement, an accounting period shall be the CONSULTANT's fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Municipality for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this Item.	The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, and shall be a FAR compliant rate initially established as 110% for Field, 113% for Office. In all events the above rates shall not exceed 140%.	
Item V	o Negotiated Lump Sum Fixed Fee. o Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	A negotiated Lump Sum Fee which in this CONTRACT shall equal **$6,616.**	
Item VI	The Maximum Amount Payable under this Contract including Fixed Fees unless this contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	Maximum Amount Payable under this Method shall be **$59,000.**	

☐3.2 Specific Hourly Rate Method			
ITEM	**DESCRIPTION OF ITEMS WITHIN METHOD**	**APPLICABLE RATE/ AMOUNT OR PERCENTAGE**	
Item I	Specific Hourly rates of pay shown in Attachment C for employees assigned to this PROJECT. The Specific Hourly rates and all components of those rates are not subject to audit. The number of hours charged are subject to audit.	Rates in Attachment C	o The CONSULTANT shall be paid in Monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C. o Bills are subject to approval of the Sponsor and Sponsor's Representative.
Item II	Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Contract; all subject to audit.	o Actual costs incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative. o All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Dept. of Labor. o For Reimbursable Direct Non-Salary Costs a multiple of **One** times shall be applied to the expenses incurred by the Consultant, the consultant's employees, or the subconsultant not to exceed $_____.	
ITEM III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor.	Salvage value	

☐ **3.2 Specific Hourly Rate Method**			
ITEM	**DESCRIPTION OF ITEMS WITHIN METHOD**	**APPLICABLE RATE/ AMOUNT OR PERCENTAGE**	
ITEM IV	Maximum Amount Payable under this Method unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	The Maximum Amount Payable under this Method shall be $_____.	

☐ **3.3 Lump Sum Cost Plus Reimbursables Method**			
ITEM	**DESCRIPTION OF ITEMS WITHIN METHOD**	**APPLICABLE RATE/ AMOUNT OR PERCENTAGE**	
ITEM I	A Lump Sum paid to Consultant for the scope of services hereunder, unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	A Lump Sum of $_____.	o The CONSULTANT shall be paid in Monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C. o Bills are subject to approval of the Sponsor and Sponsor's Representative.
ITEM II	Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Contract; all subject to audit.	o Actual costs incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative. o All reimbursement for travel, meals and lodging shall be made at actual cost paid, but such reimbursement shall not exceed the per diem rates established by NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Dept. of Labor. o For Reimbursable Direct Non-Salary Costs a multiple of **One** times shall be applied to the expenses incurred by the Consultant, the	

☐**3.3 Lump Sum Cost Plus Reimbursables Method**			
ITEM	**DESCRIPTION OF ITEMS WITHIN METHOD**	**APPLICABLE RATE/ AMOUNT OR PERCENTAGE**	
		consultant's employees, or the subconsultant not to exceed $_____.	
ITEM III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor.	Salvage value	

ARTICLE 4. INSPECTION

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

ARTICLE 5. AUDITS

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

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

B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than $300,000, an audit may be waived by the Sponsor.

c. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than $300,000, an audit may be waived by the Sponsor.

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

II. Records of Direct Non-Salary Costs;

III. Copies of any subcontracts relating to said contract;

IV. Location where records may be examined; and

V. Name, address, telephone number of person to contact for production.

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

ARTICLE 6. FINAL PAYMENT

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

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

ARTICLE 7. EXTRA WORK

7.1 Consultant's performance of this Contract within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the Sponsor of the results of those reviews

in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the Sponsor on a monthly basis or such alternative interval as the Sponsor directs in writing.

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

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

ARTICLE 8. CONSULTING LIABILITY

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

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

The CONSULTANT shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of One Million Dollars ($1,000,000) per project, issued to and covering damage for liability imposed on the CONSULTANT by this Contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Contract. The CONSULTANT shall supply any certificates of insurance required by the Sponsor and adhere to any additional requirements concerning insurance.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This contract shall be void and of no effect unless the CONSULTANT shall secure Workman’s Compensation Insurance for the benefit of, and keep insured during the life of this contract, such employees as are

necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this contract. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this contract in the sum of at least $1,000,000.00 (One Million dollars) each.

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

ARTICLE 10. INTERCHANGE OF DATA

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

ARTICLE 11. RECORDS RETENTION

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

ARTICLE 12. DAMAGES AND DELAYS

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

ARTICLE 13. TERMINATION

The Sponsor shall have the absolute right to terminate this Contract, and such action shall in no event be deemed a breach of contract:

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

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

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

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

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

ARTICLE 15. CODE OF ETHICS

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

ARTICLE 16. INDEPENDENT CONTRACTOR

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

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

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

ARTICLE 18. TRANSFER OF AGREEMENT

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

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

ARTICLE 19. PROPRIETARY RIGHTS

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

ARTICLE 20. SUBCONTRACTORS/ SUBCONSULTANTS

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

ARTICLE 20.1 PROMPT PAYMENT. While federal regulation (49 CFR 26.29[1]) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor, and provides for interest on late payments for all public works contracts. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

[1] http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=936406b1c92895795069232a53fb110f&rgn=div8&view=text&node=49:1.0.1.1.20.2.18.5&idno=49

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

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

A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

C. does not have a proposed debarment pending; and

D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the Sponsor may in certain circumstances, provide compensation for such work.

B. Neither the Sponsor's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the Sponsor in accordance with applicable law for all damages to the Sponsor caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.

C. The rights and remedies of the Sponsor provided for under this contract are in addition to any other rights and remedies provided by law.

D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Sponsor Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. CONSULTANT is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5(c)

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

a. an existing contract for the PROJECTs ROW incidental work or construction engineering; or

b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

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

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS *(unless more restrictive municipal laws apply*)

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

ARTICLE 27. WAGE AND HOURS PROVISIONS

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

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Consultant agrees, as a material condition of the contract, that neither the Consultant nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Consultant, or any of the aforesaid affiliates of Consultant, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Sponsor and the New York State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (see 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Consultant's actual receipt of process or upon the Sponsor's receipt of the return thereof by the United State Postal Service as refused or undeliverable. Consultant must promptly notify the Sponsor, in writing, of each and every change of address to which service of

process can be made. Service by the Sponsor to the last known address shall be sufficient. Consultant will have thirty (30) calendar days after service hereunder is complete in which to respond.

ARTICLE 30. DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA

At the time of completion of the work, the Consultant shall make available to the Sponsor all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the Sponsor. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the Sponsor all the aforementioned engineering data and material. All original tracings of maps and other engineering data furnished to the Sponsor by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the Sponsor.

ARTICLE 31. MISCELLANEOUS

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

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

Reference: Sponsor Contract # _____

Sponsor	Consultant
by: _____	by: _____
Date:	Date:

Municipality Acknowledgement

STATE OF NEW YORK
ss:
COUNTY OF SARATOGA

On this _____day of _____, 2026 before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the _____, New York; that he/she is the Supervisor of the Town of Halfmoon, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Sponsor.

_____
Notary Public, _____ County, N.Y.

Consultants Acknowledgement

STATE OF NEW YORK
ss:
COUNTY OF _____

On this _____day of _____, 2026 before me personally appeared, _____, to me known, who, being by me duly sworn, did depose and say; that they reside in the **Town of North Greenbush, New York**; that they are a **Vice President** of **Creighton Manning Engineering & Surveying, PLLC** and that this instrument was signed on behalf of said Professional Limited Liability Company by authority of its operating agreement; and said Vice President, acknowledge this instrument to be the free act and deed of said Professional Limited Liability Company.

_____

Notary Public, _____ County, N.Y.

Attachment A
Project Description and Funding

PIN:1762.50 *Term of Agreement Ends: December 31, 2027*
BIN: N/A

☐Main Agreement ☐Amendment to Agreement ☑Supplement to Agreement

Phase of Project Consultant to work on:

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

Dates or term of Consultant Performance:
Start Date: September 17, 2026
Finish Date: December 31, 2027

PROJECT DESCRIPTION:

Intersection Improvements at Route 236 and Guideboard Road

Project Location:

Town of Halfmoon
Saratoga County, New York

Consultant Work Type(s): See Attachment B for more detailed Scope of Services.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:
$ 59,000

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

June 2023

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds $50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed $125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds $200,000.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual

employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/iran-divestment-act-2012

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: http://www.dot.ny.gov/plafap). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: http://www.fhwa.dot.gov/programadmin/contracts/1273.htm).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.

2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES**. In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

   As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

   The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend $750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency[1] the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

[1] The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA[2]), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.
Additional CFDA numbers for other transportation and non-transportation related programs are:

20.215 Highway Training and Education
20.219 Recreational Trails Program
20.XXX Highway Planning and Construction - Highways for LIFE;
20.XXX Surface Transportation Research and Development;
20.500 Federal Transit-Capital Investment Grants
20.505 Federal Transit-Metropolitan Planning Grants
20.507 Federal Transit-Formula Grants
20.509 Formula Grants for Other Than Urbanized Areas
20.600 State and Community Highway Safety
23.003 Appalachian Development Highway System
23.008 Appalachian Local Access Roads

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.
(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

[2] http://www.cfda.gov/

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

(a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Attachment B -
Scope of Services (SOS)

Section 1 - General

1.01 Project Description and Location

Project Name: Intersection Improvements at Route 236 and Guideboard Road
PIN: 1762.50
Project Description: Preliminary and Final Highway Design for construction of intersection improvements including roadway widening for an additional through lane
Project Limits: Guideboard Road from US Route 9 to NY Route 236
Sponsor: Town of Halfmoon
City, Town: Town of Halfmoon
County(ies): Saratoga County

1.02 Project Manager

The **Sponsor's** Project Manager for this project is Richard Harris, who can be reached at (518) 371-7410 x2266.

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

Richard Harris, AICP
Town of Halfmoon
2 Halfmoon Town Plaza
Halfmoon, NY 12065
rharris@townofhalfmoon.org

The Project Manager should receive copies of all project correspondence directed other than to the **Sponsor**.

1.03 Project Classification *(intentionally left blank)*

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 2	Data Collection & Analysis *(in master agreement)*
Section 3	Preliminary Design
Section 4	Environmental *(in master agreement)*
Section 5	Right-of-Way
Section 6	Detailed Design *(in master agreement)*
Section 7	Advertising, Bid Opening and Award (By Supplemental)
Section 8	Construction Support (By Supplemental)
Section 9	Construction Inspection (By Supplemental)
Section 10	Estimating & Technical Assumptions

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

1.05 Project Familiarization *(intentionally left blank)*

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Sponsor's Project Manager**. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this contract
- Present, discuss, and receive direction on project specifics
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies
- Preview visual aids for public meetings
- Manage subconsultants and subcontractors

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date. These meetings do not include public information or environmental hearings described in other sections of this scope.

1.07 Cost and Progress Reporting *(intentionally left blank)*

1.08 Policy and Procedures

The design of this project will be progressed in accordance with the current version of the *NYSDOT Local Projects Manual*[1] including the latest updates.

1.09 Standards & Specifications

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

1.10 Subconsultants *(intentionally left blank)*

1.11 Subcontractors *(intentionally left blank)*

1.12 Project Management

Project Management is a continuous task necessary for the completion of the project and will continue through the duration of the contract.

1. Management Plan
   The **Consultant** will develop a project schedule showing the relationship of work items.

2. Progress Meetings

[1] https://www.dot.ny.gov/plafap

To keep the **Sponsor** informed of project status and to gain input into the project, the **Consultant** will organize, prepare agenda, and conduct regular project management meetings. Following each meeting, the **Consultant** will prepare minutes along with a list of action items.

3. Monthly Progress Reports
The **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The beginning and ending dates defining the reporting period will, wherever applicable, correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges.

4. Project Records and Files
The **Consultant** will maintain the project records and files for the Design and the contract. Project records will include status reports, meeting minutes, field notes, and other existing condition data, and plans, and specifications for progress and final submissions. The **Consultant** will turn over the project records and any equipment purchased using the project funds to the **Sponsor**.

Section 2 - Data Collection and Analysis *(intentionally left blank)*

Section 3 - Preliminary Design

3.01 Design Criteria *(intentionally left blank)*

3.02 Development of Alternatives

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

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

- **On plan:** proposed centerlines; pavement edges; curve radii and termini; and existing ROW limits
- **On profile:** theoretical grade lines; critical clearances; vertical curve data; grades; and touchdown points
- **On typical section:** lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes
- **Where necessary:** important existing features
- **Where pertaining to feasibility:** significant environmental and geometric design constraints, labeled as such

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

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

B. Detailed Evaluations of Alternative(s)

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

- Design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the *NYSDOT Highway Design Manual*.[3]
- Environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks)
- Traffic flow and safety considerations, including signs, signals, and level of service analysis for intersections
- Pavement
- Structures, including bridges, retaining walls, major culverts, and building alterations (limited to establishing basic concepts, accommodating clearances and stream flow, and estimating costs). Bridge investigative work (inspection, deck coring, etc.) is covered under Section 2
- Drainage
- Maintenance responsibility
- Maintenance and protection of traffic during construction
- Soil and foundation considerations
- Utilities
- Right-of-way acquisition requirements
- Conceptual landscaping (performed by a Registered Landscape Architect)
- Accessibility for pedestrians, bicyclists and the disabled
- Lighting
- Construction cost factors

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

- 1:40 plans showing (as a minimum) stationed centerlines; roadway geometrics; major drainage features; construction limits; cut and fill limits; and proposed right-of-way acquisition lines
- Profiles, at a scale of 1:40 horizontal and 1:4 (maximum) vertical, showing (as a minimum) the vertical datum reference; significant elevations; existing ground line; theoretical grade line; grades; vertical curve data including sight distances; critical clearances at structures; centerline stations and equalities; construction limits; and superelevation data
- Typical sections showing (as a minimum) lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes

3.03 Cost Estimates *(intentionally left blank)*

3.04 Preparation of Draft Design Approval Document *(intentionally left blank)*

[3] https://www.dot.ny.gov/divisions/engineering/design/dqab/hdm

3.05 Advisory Agency Review *(intentionally left blank)*

3.06 Public Information Meeting(s) and/or Public Hearing(s)

A. Public Information Meeting(s) (intentionally left blank)

B. Public Hearing(s)

The **Sponsor** will arrange for the date, time, and location of the public hearing, and the **Consultant** will provide stenographic services.

The **Consultant** will assist the **Sponsor** with appropriate notification, and will produce, modify as necessary, and provide electronic copies of an informational brochure for distribution.

The **Consultant** will provide an outline for the public hearing presentation, and will provide visual aids and displays specifically for use at the public hearing.

All products prepared by the Consultant will be provided to the **Sponsor** for review, discussion, and modification as necessary in advance of the public hearing.

The **Consultant** will attend the public hearing, which will be conducted by the **Sponsor**. The **Consultant** will present the technical discussion of the design alternatives. The **Consultant** will assist the **Sponsor** with erecting, managing, and dismantling informational displays and other visual aids.

The **Consultant** will assist the **Sponsor** in analyzing the public hearing transcript and written statements.

3.07 Preparation of Final Design Approval Document (DAD)

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

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

The **Consultant** will submit an electronic (PDF) copy of the Final DAD to the **Sponsor** for review. The **Sponsor** will review the Final DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Final DAD to incorporate the comments.

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

The **Sponsor** will grant or obtain, from or through NYSDOT, Design Approval.

Section 4 – Environmental *(intentionally left blank)*

Section 5 - Right-of-Way

5.01 Abstract Request Map and/or Title Search *(intentionally left blank)*

5.02 Right-of-Way Survey *(intentionally left blank)*

5.03 Right-of-Way Mapping *(intentionally left blank)*

5.04 Right-of-Way Plan
The **Consultant** will prepare the Right-of-Way Plan(s) in accordance with the PLAFAP Manual.

5.05 Right-of-Way Cost Estimates *(intentionally left blank)*

5.06 Public Hearings/Meetings
The **Consultant** will conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedure Law. Public hearings will be included under Section 3.06.

5.07 Property Appraisals *(intentionally left blank)*

5.08 Appraisal Review *(intentionally left blank)*

5.09 Negotiations and Acquisition of Property *(intentionally left blank)*

5.10 Relocation Assistance *(intentionally left blank)*

5.11 Property Management *(intentionally left blank)*

Section 6 - Detailed Design *(intentionally left blank)*

Section 7 - Advertisement, Bid Opening and Award (*Intentionally Left Blank)*

Section 8 - Construction Support *(Intentionally Left Blank)*

Section 9 - Construction Inspection (*Intentionally Left Blank)*

Section 10 - Estimating and Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

<u>Section 5 – Right-of-Way</u>

1. Estimate 13 ROW maps will be required.

Attachment C
Salary Schedule

Creighton Manning Engineering & Surveying, PLLC
PIN 1762.50
Intersection Improvements at Route 236 and Guideboard Road
Town of Halfmoon, Saratoga County, NY

Job Title	ASCE (A) OR NICET (N) GRADE		Average Hourly Rates Present 2026	Projected 2027	Projected 2028	Contract Midpoint	Overtime Category
Engineer IX	IX	A	$115.00	$115.00	$115.00	$115.00	A
Engineer VIII	VIII	A	$115.00	$115.00	$115.00	$115.00	A
Engineer VII	VII	A	$103.84	$107.47	$111.23	$105.66	A
Engineer VI	VI	A	$85.80	$88.80	$91.91	$87.30	A
Engineer V	V	A	$78.96	$81.72	$84.58	$80.34	A
Engineer IV	IV	A	$63.87	$66.11	$68.42	$64.99	B
Engineer III	III	A	$52.55	$54.39	$56.29	$53.47	B
Engineer II	II	A	$39.86	$41.26	$42.70	$40.56	B
Principal Engineering Technician IV	IV	N	$84.28	$87.23	$90.28	$85.76	B
Engineering Technician IV	IV	N	$61.04	$63.18	$65.39	$62.11	B
Engineering Technician III	III	N	$39.23	$40.60	$42.02	$39.92	B
Engineering Technician II	II	N	$37.00	$38.30	$39.64	$37.65	C
Engineering Technician I	I	N	$28.98	$29.99	$31.04	$29.49	C
Senior Planner V	V	A	$101.95	$105.52	$109.21	$103.74	B
Planner IV	IV	A	$77.44	$80.15	$82.96	$78.80	B
Planner III	III	A	$58.40	$60.44	$62.56	$59.42	B
Planner II	II	A	$41.43	$42.88	$44.38	$42.16	B
Planner I	I	A	$41.43	$42.88	$44.38	$42.16	B
Construction Manager - A	IV	A	$78.52	$81.27	$84.11	$79.90	B
Construction Manager - N	IV	N	$74.27	$76.87	$79.56	$75.57	B
Inspector IV - Downstate - A	IV	A	$96.76	$100.15	$103.66	$98.46	C
Inspector IV - Downstate - N	IV	N	$80.70	$83.52	$86.44	$82.11	C
Inspector IV - A	IV	A	$72.51	$75.05	$77.68	$73.78	C
Inspector IV - N	IV	N	$73.81	$76.39	$79.06	$75.10	C
Inspector III - Downstate - A	III	A	$69.05	$71.47	$73.97	$70.26	C
Inspector III - Downstate - N	III	N	$71.59	$74.10	$76.69	$72.85	C
Inspector III -A	III	A	$60.38	$62.49	$64.68	$61.44	C
Inspector III - N	III	N	$53.16	$55.02	$56.95	$54.09	C
Inspector II - A	II	A	$43.29	$44.81	$46.38	$44.05	C
Inspector II - N	II	N	$41.58	$43.04	$44.55	$42.31	C
Inspector I - N	I	A	$31.54	$32.64	$33.78	$32.09	C
Principal Surveyor	IV	N	$84.28	$87.23	$90.28	$85.76	C
Land Surveyor III	III	N	$60.66	$62.78	$64.98	$61.72	C
Survey Crew Chief II	II	N	$47.93	$49.61	$51.35	$48.77	B
Instrument Person II	II	N	$47.76	$49.43	$51.16	$48.60	B
Instrument Person I	I	N	$41.28	$42.72	$44.22	$42.00	C
Technical Typist	I	N	$37.84	$39.16	$40.53	$38.50	C
Controller	N/A	N/A	$60.66	$62.78	$64.98	$61.72	C

OVERTIME POLICY
Category A - No overtime compensation.
Category B - Overtime compensated at straight time rate.
Category C - Overtime compensated at straight time rate x 1.50.
Overtime applies to hours worked in excess 8 hours in one normal working day.

Prevailing Wage Rates:

Saratoga County	NICET (N) GRADE		Prevailing Rate	Contract Mid-Point Rate	Difference	Payroll Additive	Total
Party/Survey Crew Chief (Field)	II	(N)	$48.97	$47.93	$1.04	$0.09	$1.13
Instrument Person (Field)	I/II	(N)	$44.99	$47.76	$0.00	$0.00	$0.00

Supplemental Benefits:

Saratoga County	NICET (N) GRADE		Prevailing Benefit	Normal Rate	Difference (Net)	Payroll Additive	Total
Party/Survey Crew Chief (Field)	II	(N)	$28.90	$4.13	$24.77	$2.23	$27.00
Instrument Person (Field)	I/II	(N)	$28.90	$3.52	$25.38	$2.28	$27.66

CM (2/23)

Attachment C
Staffing Table - Engineering
Creighton Manning Engineering & Surveying, PLLC
Intersection Improvements at Route 236 and Guideboard Road
Town of Halfmoon, Saratoga County, NY

JOB TITLE	ASCE (A) OR NICET (N) GRADE		Project Familiarization	Meetings	Cost and Reporting	Subconsultants	Subcontractors	Project Management	Design Survey	Design Mapping	Determination of Existing Conditions	Accident Data and Analysis	Traffic Counts	Capacity Analysis	Future Plans Coordination	Soil Investigations	Hydraulic Analysis	Bridges to be Rehabilitated	Pavement Evaluation	SUB-TOTAL HOURS THIS SHEET	AVG HRLY RATE (Mid-Point)	TOTAL DL THIS SHEET
			1.05	1.06	1.07	1.10	1.11	1.12	2.01	2.02	2.03	2.04	2.05	2.06	2.07	2.08	2.09	2.10	2.11			
Engineer IX	IX	A																			$ 115.00	$ -
Engineer VIII	VIII	A																			$ 115.00	$ -
Engineer VII	VII	A																			$ 105.66	$ -
Engineer VI	VI	A		4				6												10	$ 87.30	$ 873.00
Engineer V	V	A																			$ 80.34	$ -
Engineer IV	IV	A		12				6												18	$ 64.99	$ 1,169.82
Engineer III	III	A		12																12	$ 53.47	$ 641.64
Engineer II	II	A																			$ 40.56	$ -
Principal Engineering Technician IV	IV	N																			$ 85.76	$ -
Engineering Technician IV	IV	N																			$ 62.11	$ -
Engineering Technician III	III	N																			$ 39.92	$ -
Engineering Technician II	II	N																			$ 37.65	$ -
Engineering Technician I	I	N																			$ 29.49	$ -
Senior Planner V	V	A																			$ 103.74	$ -
Planner IV	IV	A																			$ 78.80	$ -
Planner III	III	A																			$ 59.42	$ -
Planner II	II	A																			$ 42.16	$ -
Planner I	I	A																			$ 42.16	$ -
Construction Manager - A	IV	A																			$ 79.90	$ -
Construction Manager - N	IV	N																			$ 75.57	$ -
Inspector IV - Downstate - A	III	A																			$ 98.46	$ -
Inspector IV - Downstate - N	III	N																			$ 82.11	$ -
Inspector IV - A	IV	A																			$ 73.78	$ -
Inspector IV - N	IV	N																			$ 75.10	$ -
Inspector III - Downstate - A	IV	A																			$ 70.26	$ -
Inspector III - Downstate - N	IV	N																			$ 72.85	$ -
Inspector III -A	III	A																			$ 61.44	$ -
Inspector III - N	III	N																			$ 54.09	$ -
Inspector II - A	II	A																			$ 44.05	$ -
Inspector II - N	II	N																			$ 42.31	$ -
Inspector I - N	I	A																			$ 32.09	$ -
Principal Surveyor	IV	N																			$ 85.76	$ -
Land Surveyor III	III	N																			$ 61.72	$ -
Survey Crew Chief II	II	N																			$ 48.77	$ -
Instrument Person II	II	N																			$ 48.60	$ -
Instrument Person I	I	N																			$ 42.00	$ -
Technical Typist	I	N			12															12	$ 38.50	$ 462.00
Controller	N/A	N/A																			$ 61.72	$ -
TOTAL				**28**	**12**			**12**												**52**		**$ 3,146.46**

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Attachment C
Staffing Table - Engineering (Continued)
Creighton Manning Engineering & Surveying, PLLC
Intersection Improvements at Route 236 and Guideboard Road
Town of Halfmoon, Saratoga County, NY

JOB TITLE	ASCE (A) OR NICET (N) GRADE		Design Criteria	Development of Alternatives	Cost Estimates	Preparation of Draft Design Approval Doc	Agency Review	Public Informational Meeting/Hearings	Final Design Report	NEPA Classificaton	SEQRA Classification	Smart Growth	Screenings & Preliminary Investigations	Detail Studies & Analyses	Permits & Approvals	Right of Way Survey	Right of Way Mapping	Right of Way Plan		SUB-TOTAL HOURS THIS SHEET	AVG HRLY RATE (Mid-Point)	TOTAL DL THIS SHEET
			3.01	3.02	3.03	3.04	3.05	3.06	3.07	4.01	4.02	4.03	4.04	4.05	4.06	5.02	5.03	5.04				
Engineer IX	IX	A																			$ 115.00	$ -
Engineer VIII	VIII	A																			$ 115.00	$ -
Engineer VII	VII	A																			$ 105.66	$ -
Engineer VI	VI	A		4				2												6	$ 87.30	$ 523.80
Engineer V	V	A																			$ 80.34	$ -
Engineer IV	IV	A		12				32												44	$ 64.99	$ 2,859.56
Engineer III	III	A		28				52												80	$ 53.47	$ 4,277.60
Engineer II	II	A		24				12												36	$ 40.56	$ 1,460.16
Principal Engineering Technician IV	IV	N																			$ 85.76	$ -
Engineering Technician IV	IV	N		8				8												16	$ 62.11	$ 993.76
Engineering Technician III	III	N		8				8												16	$ 39.92	$ 638.64
Engineering Technician II	II	N																			$ 37.65	$ -
Engineering Technician I	I	N																			$ 29.49	$ -
Senior Planner V	V	A																			$ 103.74	$ -
Planner IV	IV	A																			$ 78.80	$ -
Planner III	III	A																			$ 59.42	$ -
Planner II	II	A																			$ 42.16	$ -
Planner I	I	A																			$ 42.16	$ -
Construction Manager - A	IV	A																			$ 79.90	$ -
Construction Manager - N	IV	N																			$ 75.57	$ -
Inspector IV - Downstate - A	IV	A																			$ 98.46	$ -
Inspector IV - Downstate - N	IV	N																			$ 82.11	$ -
Inspector IV - A	IV	A																			$ 73.78	$ -
Inspector IV - N	IV	N																			$ 75.10	$ -
Inspector III - Downstate - A	III	A																			$ 70.26	$ -
Inspector III - Downstate - N	III	N																			$ 72.85	$ -
Inspector III -A	III	A																			$ 61.44	$ -
Inspector III - N	III	N																			$ 54.09	$ -
Inspector II - A	II	A																			$ 44.05	$ -
Inspector II - N	II	N																			$ 42.31	$ -
Inspector I - N	I	A																			$ 32.09	$ -
Principal Surveyor	IV	N																20		20	$ 85.76	$ 1,715.10
Land Surveyor III	III	N																40		40	$ 61.72	$ 2,468.80
Survey Crew Chief II	II	N																120		120	$ 48.77	$ 5,852.40
Instrument Person II	II	N																			$ 48.60	$ -
Instrument Person I	I	N																			$ 42.00	$ -
Technical Typist	I	N																			$ 38.50	$ -
Controller	N/A	N/A																			$ 61.72	$ -
TOTAL				**84**				**114**										**180**		**378**		**$ 20,789.82**

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Attachment C
Staffing Table - Engineering (Continued)
Creighton Manning Engineering & Surveying, PLLC
Intersection Improvements at Route 236 and Guideboard Road
Town of Halfmoon, Saratoga County, NY

JOB TITLE	ASCE (A) OR NICET (N) GRADE		Preliminary Bridge Design	Advance Detail Plans (ADP)	Contract Documents	Cost Estimate	Utilities	Railroads	Information Transmittal	Advertisement	Bid Opening (Letting)	Award		SUB-TOTAL HOURS THIS SHEET	TOTAL HOURS	AVG HRLY RATE (Mid-Point)	TOTAL DIRECT LABOR THIS SHEET	TOTAL DIRECT LABOR
			6.01	6.02	6.03	6.04	6.05	6.06	6.08	7.01	7.02	7.03						
Engineer IX	IX	A														$ 115.00	$ -	$ -
Engineer VIII	VIII	A														$ 115.00	$ -	$ -
Engineer VII	VII	A														$ 105.66	$ -	$ -
Engineer VI	VI	A													16	$ 87.30	$ -	$ 1,396.80
Engineer V	V	A														$ 80.34	$ -	$ -
Engineer IV	IV	A													62	$ 64.99	$ -	$ 4,029.38
Engineer III	III	A													92	$ 53.47	$ -	$ 4,919.24
Engineer II	II	A													36	$ 40.56	$ -	$ 1,460.16
Principal Engineering Technician IV	IV	N														$ 85.76	$ -	$ -
Engineering Technician IV	IV	N													16	$ 62.11	$ -	$ 993.76
Engineering Technician III	III	N													16	$ 39.92	$ -	$ 638.64
Engineering Technician II	II	N														$ 37.65	$ -	$ -
Engineering Technician I	I	N														$ 29.49	$ -	$ -
Senior Planner V	V	A														$ 103.74	$ -	$ -
Planner IV	IV	A														$ 78.80	$ -	$ -
Planner III	III	A														$ 59.42	$ -	$ -
Planner II	II	A														$ 42.16	$ -	$ -
Planner I	I	A														$ 42.16	$ -	$ -
Construction Manager - A	IV	A														$ 79.90	$ -	$ -
Construction Manager - N	IV	N														$ 75.57	$ -	$ -
Inspector III - Downstate - A	III	A														$ 98.46	$ -	$ -
Inspector III - Downstate - N	III	N														$ 82.11	$ -	$ -
Inspector IV - Downstate - A	IV	A														$ 73.78	$ -	$ -
Inspector IV - Downstate - N	IV	N														$ 75.10	$ -	$ -
Inspector IV - A	IV	A														$ 70.26	$ -	$ -
Inspector IV - N	IV	N														$ 72.85	$ -	$ -
Inspector III -A	III	A														$ 61.44	$ -	$ -
Inspector III - N	III	N														$ 54.09	$ -	$ -
Inspector II - A	II	A														$ 44.05	$ -	$ -
Inspector II - N	II	N														$ 42.31	$ -	$ -
Inspector I - N	I	A														$ 32.09	$ -	$ -
Principal Surveyor	IV	N													20	$ 85.76	$ -	$ 1,715.10
Land Surveyor III	III	N													40	$ 61.72	$ -	$ 2,468.80
Survey Crew Chief II	II	N													120	$ 48.77	$ -	$ 5,852.40
Instrument Person II	II	N														$ 48.60	$ -	$ -
Instrument Person I	I	N														$ 42.00	$ -	$ -
Technical Typist	I	N													12	$ 38.50	$ -	$ 462.00
Controller	N/A	N/A														$ 61.72	$ -	$ -
TOTAL															**430**		**$ -**	**$ 23,936.28**

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Attachment C
Estimate of Direct Non-Salary Costs

Creighton Manning Engineering & Surveying, PLLC
PIN 1762.50.121
Preliminary and Detailed Engineering
Intersection Improvements at Route 236 and Guideboard Road
Town of Halfmoon, Saratoga County, NY

1. Travel, Lodging and Subsistence

Per Diem -	0 days @	$ 35.00 /day						$	-
Mileage	trips	miles per							
Site (Engineering)	0	90	miles/trip	0	@	$	0.760	$	-
Site (Survey Truck)	0	90	miles/trip	0	@	$	0.760	$	-
	Two-way	Trips							
Tolls	0	$ 5.00	cost/trip					$	-

Total Travel, Lodging and Subsistence: $ -

2. Reproduction, Drawings & Report

	Qty	sheets/set							
Drawings	0	60	sheets/set	0	@	$	0.10	$	-
Reports	0	90	sheets/set	0	@	$	0.05	$	-
Presentation Materials	4	1	sheets/set	4	@	$	100.00	$	400.00
Project Manuals	0			0	@	$	50.00	$	-

Total Reproduction, Drawings & Report: $ 400.00

3. Owner's Protective Insurance (Estimated)

Project Duration
0 Years @ $ 1,000.00 /year $ -

4. Survey Personnel Costs

Wage Differential	Hours	@	Rate		
Party Chief (Field)	0		$ 1.13	$	-
Instrument Person/Rodperson (Field)	0		$ -	$	-

SUBTOTAL Wage Differential: $0.00

Supplemental Benefits	Hours	@	Rate		
Party Chief (Field)	0		$ 27.00	$	-
Instrument Person/Rodperson (Field)	0		$ 27.66	$	-

SUBTOTAL Supplemental Benefits: $ -

Total Survey Personnel Costs $ -

5. EDPL Costs

Stenographer 1 Occurance @ $ 1,000.00 Occurance

Total Mailings: $ 1,000.00

Total Direct Non-Salary Costs: $ 1,400.00

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Attachment C
Summary of Costs

Creighton Manning Engineering & Surveying, PLLC
PIN 1762.50
Intersection Improvements at Route 236 and Guideboard Road
Town of Halfmoon, Saratoga County, NY

		PIN 1762.50.121 (Design)	PIN 1762.50 Total
Item I, Direct Technical Salaries (estimated) (subject to audit)	Office	$ 23,936	**$ 23,936**
	Field	$ -	**$ -**
			$ 23,936
Item IB, Direct Technical Salaries Premium Portion of Overtime (estimated) (subject to audit)		$ -	**$ -**
Item II, Direct Non-Salary Cost (estimated) (subject to audit)		$ 1,400	**$ 1,400**
Item II, Direct Non-Salary Cost (estimated) (Sub-Contractor Cost) (subject to audit)		$ -	**$ -**
Item IV, Overhead (estimated) (subject to audit)	Office (113%)	$ 27,048	**$ 27,048**
	Field (110%)	$ -	**$ -**
			$ 27,048
Item V, Fixed Fee (negotiated)		$ 6,616	**$ 6,616**
Item II, Direct Non-Salary Cost (estimated) (Sub-Consultant Cost) (subject to audit)		$ -	**$ -**
ITEM VI - Maximum Amount Payable		**$ 59,000**	**$ 59,000**