



Agreement for Professional Services

Project Name: Town Center Greenway Phase 1 Feasibility Study
Client Name: Town of Lansing
Client's Address: 25 Auburn Road
Lansing, New York 14882
MJ Project Number: MJ 2210.02

PROJECT SUMMARY:

MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. (Consultant) has provided a written proposal to Town of Lansing (Client) for professional services associated with Town Center Greenway Phase 1 Feasibility Study (the Project) in the Town of Lansing, Tompkins County of New York State.

The professional services shall be completed in accordance with the General Terms and Conditions for Professional Services (**Attachment A**) and the Consultant's Proposal (**Attachment B**) with scope modifications specified in Addendum #2 (**Attachment C**).

SCOPE OF WORK:

Refer to **Attachments B and C** for Consultant's scope of work.

TECHNICAL ASSUMPTIONS AND EXCLUSIONS:

Refer to **Attachment B** for Consultant's technical assumptions and exclusions.

COMPENSATION:

Refer to **Attachment B** for compensation fee schedule.

Refer to Article 15.0 Provisions Concerning Payment of **Attachment A** for terms of payment.

SCHEDULE:

A schedule for completion of the scope of work shall be defined in accordance with the requirements of **Attachment B**.

ATTACHMENTS:

The following Attachments are hereby made a part of the **Agreement**:

- A. General Terms and Conditions for Professional Services, dated October 2024



21 Corporate Drive
Clifton Park, NY 12065



518.371.0799
mj@mjteam.com
mjteam.com



Fishkill, NY
Levittown, NY
Pocantotown, NY
Melbourne, FL



B. Consultant Proposal for 2025149 Lansing Town Center Greenway Feasibility Study, dated May 15, 2025

EXECUTION:

The Client and Consultant have read and agree to abide by the General Terms and Conditions for Professional Services (**Attachment A**) and the Consultant Proposal (**Attachment B**). This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

Approved for:
Town of Lansing

By: _____

Name: _____

Title: _____

Date: _____

Accepted for:
**MJ Engineering, Architecture, Landscape
Architecture, and Land Surveying, P.C.**

By: _____

Name: Michael D. Panichelli, P.E.

Title: President

Date: _____



ATTACHMENT A

General Terms and Conditions for Professional Services



General Terms and Conditions for Professional Engineering Services

Attached to and made part of Agreement between the Client and MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. with its principal office at 21 Corporate Drive, Clifton Park, New York 12065 (Consultant) in respect to the Project proposed by the Client.

The Consultant is an independent contractor and as such is not an agent or employee of the Client.

1.0 GENERAL

The Consultant shall perform for the Client professional consulting services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as the Client's professional consulting representative for the Project.

Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken, and all remaining provisions shall continue valid and binding upon the parties. Client and Consultant shall attempt in good faith to replace invalid or unenforceable provisions of this Agreement with provisions which are valid and enforceable, and which come as close as possible to expressing the intention of the original provisions.

2.0 MEANING OF TERMS

As used herein the term "this Agreement" refers to the Proposal Letter or Agreement to which these General Terms and Conditions are attached as if they were part of one and the same document.

3.0 CLIENT'S RESPONSIBILITIES

Client shall:

1. Provide all criteria and full information as to Client's requirements for the Project,
2. Designate a person to act with authority on the Client's behalf in respect to all aspects of the Project,
3. Examine and respond promptly to the Consultant's submissions,
4. Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any defect in the work,
5. Guarantee access to and make all provisions for the Consultant to enter upon public and private property with appropriate written notice, if possible, as Client may not control all properties where work may need to be performed,
6. As appropriate and required by law be responsible for reporting certain significant environmental hazards of contaminated property.

Client acknowledges that if Consultant's professional services involve the use of vehicles or other equipment as part of the Project, some damage to the project site could occur. Client understands that unless specifically stated in the Agreement, and provided Consultant uses reasonable care, correction of such damage is not the responsibility of the Consultant so long, and if and only if the Consultant carries Auto Liability coverages that address and cover any damage claim or loss, and such duty to defend or indemnify is not disclaimed, conditioned, or limited.

4.0 REUSE OF DOCUMENTS

All documents, including reports, electronic media, drawings and specifications, prepared or furnished by Consultant and its subsidiaries, independent professional associates, subconsultants and subcontractors pursuant to this Agreement are instruments of service in respect of a particular project and the Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies of such documents for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for use by Client, including extensions of the Project or on any other project, nor are they to be relied upon by anyone other than the Client. Notwithstanding the foregoing, the Client is also an owner of materials prepared under this agreement for the benefit and use of Client, all such materials shall be deemed works made for hire as defined under US Copyright Laws, and Client agrees it will limit its use of the works solely for its own and internal purposes, and will not re-sell or allow any third party to use such materials.

Copies of documents that may be relied upon by Client are limited to printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data graphic or other types that are furnished by Consultant to Client are only for convenience of Client.



Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment, but consultant does promise and warrant that all digitally provided documents and data shall be virus-free and devoid of deleterious codes or programs.

Any reuse or disbursement of documents to third parties without written verification or project-specific adaptation by the Consultant will be at the Client's sole risk and without liability or legal exposure to Consultant or its subsidiaries, independent professional associates, subconsultants, and subcontractors. If it is necessary to distribute documents to an unrelated third party, both the third party and Client agree:

1. The third party is bound by all the conditions and limitations of this Agreement and related documents.
2. The third party is bound by all limitations of liability provisions.

Any verification or project-specific adaptation by Consultant will entitle the Consultant to further compensation at rates to the agreed upon by Client and the Consultant.

5.0 OPINIONS OF COST

Since the Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant's opinions of probable Total Project Costs and Construction Costs are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional engineer familiar with the construction industry; but the Consultant cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by the Consultant. If prior to the Bidding or Negotiating Phase the Client wishes greater assurance as to Total Project Costs or Construction Costs, the Client shall employ an independent cost estimator.

6.0 SUCCESSORS AND ASSIGNS

Neither the Client nor the Consultant shall assign, sublet or transfer any rights under or interest in (including, but not without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent professional associates and consultants, as the Consultant may deem appropriate to assist in the performance of services hereunder.

Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party.

7.0 ARBITRATION

Should both parties consent to resolve a claim, counterclaim, dispute or other matter arising out of or relating to this Agreement or the breach thereof through arbitration, such matters will be decided in accordance with the Construction Industry Arbitration rules of the American Arbitration Association then pertaining. Any arbitration will be specifically enforceable under the prevailing law of any court having jurisdiction. No arbitration arising out of, or relating to this Agreement may include, by consolidation, joinder or in any other manner, any person who is not a party to this Agreement. No consent or arbitration in respect of a specifically described claim, counterclaim, dispute or other matter in question will constitute consent to arbitrate any other claim, counterclaim, dispute or other matter in question which is not specifically described in such consent. The award rendered by the arbitrators will be final, judgment may be extended upon it in any court having jurisdiction thereof and will not be subject to modification or appeal except to the extent permitted.



8.0 PURCHASE ORDERS

In the event the Client issues a purchase order or other instrument related to the Consultant's services, it is understood and agreed that such document is for the Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If the Client does issue a purchase order or other similar instrument, it is understood and agreed that the Consultant shall indicate the purchase order number on the invoices sent to the Client.

9.0 SUBCONSULTANTS

Except as expressly agreed, the Client will directly retain other consultants whose services are required in connection with the project. As a service, the Consultant will advise the Client with respect to selecting other consultants and will assist the Client in coordinating and monitoring the performance of other consultants. In no event will the Consultant assume any liability or responsibility for the work performed by other consultants, or for their failure to perform any work, regardless of whether the Consultant hires them directly or as subconsultants, or only coordinate and monitor their work. When the Consultant does engage a subconsultant on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus ten (10) percent. By engaging the Consultant to perform services, the Client agrees to hold the Consultant, its directors, officers, employees, and other agents harmless against any claims, demands, costs, or judgments relating in any way to the performance or non-performance of work by another consultant or subconsultant, except claims for personal injury, death or personal property damage caused by the negligence of the Consultant's employees.

10.0 LIABILITY TO THIRD PARTIES

The Client agrees to be solely responsible for, and to defend, indemnify, and hold the Consultant harmless of any and all claims by third parties arising out of or in any way related to our performance or non-performance of services, except claims for personal injury, death, or personal property damage, to the extent caused by negligence or misconduct of the Consultant's employees. Likewise, Consultant agrees to be solely responsible to defend, indemnify and hold the Client harmless of any and all claims by third parties arising out of or in any way related to this Agreement, except for personal injury, death, or personal property damage, to the extent caused by the negligence or misconduct of Client or its officers and employees.

11.0 INDEMNIFICATION

It is not the intention of this Agreement that the Consultant be exposed to any hazardous waste liability arising out of Site contamination, the activities of others, including the Client, or the services performed by the Consultant. The Client shall indemnify, defend, and save the Consultant, its directors, officers, employees, and agents harmless from any and all claims, demands, suits, judgments expenses, attorney's fees, and losses arising out of or in connection with bodily injury (including death) to persons or damage to property which may arise from (1) the presence, origination or transport of hazardous substances, pollutants or contaminants at, on, to or from the site at which the services are being performed under this Agreement or at, on, from, or to nearby properties, irrespective of whether such materials were generated or introduced before or after execution of this Agreement and irrespective of whether the Client was aware or directly involved in the generation or introduction of such materials or (2) reliance by the Consultant on information provided to the Consultant on the location of underground tanks, or gas, water, oil, electrical or other subterranean structures, or (3) any drilling, excavation, or similar activities undertaken hereunder at the direction of the Consultant. In limitation of the foregoing, such duty of Client shall be limited to matters that Client is aware of or should have been aware of due to being a generator, emitter or responsible party in respect of such hazardous substances, pollutants or contaminants under CERCLA.

The Consultant shall under no circumstances be considered the generator of any hazardous substances, pollutants, or contaminants encountered or handled in the performance of the Consultant's services. Without contradiction of any assertion by the Client of third-party liability and for the purposes of this Agreement only, it is agreed that any hazardous materials, pollutants or contaminants generated or encountered in the performance of the Consultant's services shall be the responsibility of the site owner and shall be disposed of by the Client in accordance with all applicable laws and regulations.

Neither party shall have the liability for loss of product, loss of profit, loss of use, or any other indirect, incidental, special, or consequential damages incurred by the other party, whether brought as an action for breach of contract, breach of warranty, tort, or strict liability, and irrespective of whether caused or allegedly caused by either party's negligence and the Client agrees to defend, indemnify and hold the Consultant harmless with respect to any such claim, and likewise, the Consultant agrees to defend, indemnify



and hold the Client harmless with respect to any such claim.

In relation to hazardous waste for any damage caused by negligence, including errors, omissions, or other acts, or for any damages based on contract, breach of warranty, tort or for any other cause of action, the Consultant's liability including that of its employees, agents, directors and officers shall not exceed the lesser of (1) \$50,000 or (2) the sum paid the Consultant hereunder for the services rendered. Likewise, the maximum liability of the Town to Consultant shall be the lesser of (1) \$50,000 or (2) the sum paid to the Consultant hereunder for services rendered.

12.0 LIMITATION OF LIABILITY

The Client agrees to be solely responsible for, and to defend, indemnify, and hold the Consultant harmless of any and all claims by third parties arising out of or in any way related to our performance or non-performance of services, except claims for personal injury, death, or personal property damage, to the extent caused by the negligent misconduct of the Consultant's employees. Likewise, the Consultant agrees to be solely responsible for, and to defend, indemnify and hold the Client harmless of any and all claims by third parties arising out of in any way related to this agreement, except claims for personal injury, death, or personal property damage, to the extent caused by the negligent misconduct of Client and its officers and employees.

13.0 ABSENCE OF WARRANTY

All services of the Consultant and its independent professional associates, consultants and subcontractors will be performed in a reasonable and prudent manner in accordance with generally accepted engineering practice. All estimates, recommendations, opinions, and decisions of the Consultant will be on the basis of the information available to the Consultant and the Consultant's experience, technical qualifications, and professional judgment. There are no warranties of merchantability or fitness for a particular purpose or any other warranties or guarantees whatsoever, express, or implied, with respect to any service performed or materials provided under this Agreement.

14.0 CHANGES OR DELAYS

Unless the accompanying Agreement/Proposal provides otherwise, the proposal fees constitute the Consultant's estimate to perform the services required to complete the Project, as the Consultant understands it to be defined. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. The Consultant will inform the Client of such situations so that negotiation of change in scope and adjustment to the time of performance can be accomplished as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement modified accordingly. Cost and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities or information, Client's failure to make payment in accordance with its obligations under this contract, or for delays caused by unpredictable occurrences or force majeure, such as fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or the public enemy, national/global pandemic, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in this proposal.

15.0 PROVISIONS CONCERNING PAYMENT

Payment is due to the Consultant by Client immediately upon receipt of deliverables to Client. If Client fails to make payments due the Consultant for services, expenses or other charges within forty-five (45) days after receipt of the Consultant's statement, therefore, the amounts due the Consultant will be increased at the rate of one (1) percent per month from said thirtieth day, and in addition, the Consultant may, after giving a minimum of seven (7) days written notice to the Client, suspend services under this Agreement until the Consultant has been paid in full all amounts due for services, expenses and charges. Consultant may at its sole discretion also suspend services on any or all other projects being performed by Consultant for Client under any other agreements until Consultant has been paid in full for all amounts due for services, expenses, and any other charges. The Client shall be responsible for the reasonable cost of collection if and only if Consultant obtains a judgement or its equivalent demonstrating unjustified non-payment by the Client, and the court or tribunal determining the matter makes a determination and finding setting forth the additional amount due for such costs of collection.



16.0 TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the Consultant will be paid for all services rendered to the date of termination, all reimbursable expenses and termination expenses that client is advised of and consents to. In addition, the Client may terminate for convenience for any or no cause or reason but will remain responsible for all consulting work and expenses incurred up until such date of termination.

17.0 STANDARD OF CARE

The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. Consultant will perform any services not meeting this standard, without additional compensation.

18.0 SUBSURFACE INVESTIGATIONS

In soil, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. While the Consultant will make reasonable effort to identify underground conditions, the inherent uncertainties in subsurface elevations, changed, or unanticipated underground conditions may occur that could affect total project cost and or execution. These conditions and cost/execution effects are not the responsibility of Consultant.

19.0 LITIGATION AND ADDITIONAL WORK

In the event the Consultant is to prepare for or appear in any litigation on behalf of the Client or is to make investigations or reports on matters not covered by this Agreement, or is to perform other services not included herein, additional compensation shall be paid the Consultant as is mutually agreed upon, but only so long as, and only to the extent that, such additional work or investigations are not required or necessary due to any fault or omission of Consultant.

20.0 INSURANCE

The Consultant will secure and maintain such insurance as will protect him from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the performance of Consultant's services under this Agreement. The Consultant will secure and maintain professional liability insurance for protection against claims arising out of the performance of professional services under this Agreement caused by errors or omissions for which the Consultant is legally liable.

Insurance limits provided by the Consultant are listed below:

Insurance Coverage and Limits	
Workers Compensation	Statutory
Employer's Liability	\$1,000,000.00 per occurrence
Commercial General and Contractual Liability	\$1,000,000.00 per occurrence
Automobile Liability	\$1,000,000.00 per occurrence
Umbrella Liability (in excess of coverage listed above)	\$2,000,000.00 aggregate
Professional Liability	\$1,000,000.00 per claim / aggregate



General Terms and Conditions for Professional Engineering Services

On all liability coverages, the Client shall be named an additional insured, all coverages of Consultant shall be primary and all Client policies shall be secondary as respects any covered claim, and all such policies shall be underwritten upon an occurrence basis. Any policies or provisions relating to professional liability, completed operations, or E&O coverages shall survive the termination or expiration of this agreement

21.0 PERIOD OF SERVICE

The Consultant shall proceed with the services under this Agreement promptly and will diligently and faithfully prosecute the work to completion in accordance with applicable engineering standards subject to any delays due to strikes, action of the elements, act of any government, civil disturbances, or any other cause beyond the reasonable control of the Consultant.

22.0 TIME LIMIT ON CLAIMS

All claims against Consultant, whether grounded in contract tort, or otherwise, shall be brought no later than three (3) years from the date of issuance of the invoice relating to the services giving rise to the claim(s).

23.0 EXECUTIVE ORDER 13496: NOTIFICATION OF EMPLOYEE RIGHTS UNDER FEDERAL LABOR LAWS

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Contractor/subcontractor agrees to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496).

Similarly, Client and Consultant agree to abide by NYS Executive Law Article 15 restrictions against discrimination, the Iran Divestment Act, the rules of OFAC, the MacBride Fair Employment Practices Act, and other similar requirements imposed by local, state or federal law, whether herein individually listed or not.

24.0 EXECUTORY CLAUSE

This Agreement shall be deemed executory and binding only to the extent of monies available to the Client for the payment and performance of the terms hereof. Neither the full faith and credit nor the taxing power of the Client is pledged to the payment of any amount due or to become due under this Agreement, whether by breach, performance, or otherwise. Neither this Agreement nor any representations by or on behalf of Client bind any legislative body to appropriate or make monies available for the purposes of this Agreement. Client shall have no liability to Consultant, or to any third party, under this Agreement beyond the funds appropriated and made available for this Agreement.



ATTACHMENT B

Scope of Work and Fee Schedule



Town of Lansing **TOWN CENTER GREENWAY**

May 16, 2025

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SENT VIA EMAIL ONLY

May 15, 2025

Mr. Patrick Tyrrell
Director of Lansing Parks and Recreation / Greenway Committee Member
Town of Lansing
29 Auburn Road
Lansing, NY 14882
Email: ptyrrell@lansingtown.com



Re: Town Center Greenway Phase 1 Feasibility Study
Town Center Greenway
Lansing, NY
MJ Proposal No. 2025149 for Town Center Greenway Feasibility Study

Dear Mr. Tyrrell:

MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. (MJ) is pleased to provide the Town of Lansing (Town) this proposal for professional services associated with the Town Center Greenway Phase 1 Feasibility Study (Project). The Project is a feasibility study that schematically designs and provides a cost estimate for the alignment of four missing sections along the approximately 3.35-mile Phase 1 portion of the greenway. The Town has established much of the Phase 1 link between the Lansing Community Library and the town's "Barn Fields" (tax parcel 30-1-16.12); however, two privately owned parcels remain as gaps: **1)** tax parcel 31-1-15.21 (across Rt. 34 from the "Barn Fields" and **2)** tax parcel 31-1-16.6 the Salt Point Brewery. The third section **3)** is the perimeter path around the publicly owned "Town Fields" (37.1-2-9 and 37.1-2-8.2), which has been conceptually established in the Trails Master Plan (11/3/2023) but still needs to be designed and constructed. The fourth section **4)** is approximately 2.1 miles long and extends from the Salt Point Brewing parcel to the Lansing Central School District Campus. This greenway section crosses a significant number of parcels and land types, but it is a desirable first phase connection because it would connect the campus with the Town Center. These four sections are the remaining segments needed to complete a continuous Phase 1 greenway. MJ's project understanding and associated Scope of Services are included below.

PROJECT UNDERSTANDING

Based upon information provided by the Town, MJ understands the following:

- The main objective for the Town is to obtain a cost estimate package that considers both the soft costs and hard costs for building the four missing sections of the greenway's Phase 1. The Town will use the cost estimate package for fundraising and future grant applications.
- The four missing sections of the greenway's Phase 1 will be broken into separate cost estimates.
- The cost estimates will be based on a schematic level of design, meaning a base map suitable for schematic design will be prepared using publicly available geospatial data (LiDAR topography and NYS tax parcels).



21 Corporate Drive
Clifton Park, NY 12065



518.371.0799
mj@mjteam.com
mjteam.com



Fishkill, NY
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- The schematic design will represent the greenway's general path alignment (based on the Trails Master Plan 11/3/2023), gross approximation of required removals, path surfacing material(s), fencing, conceptual grading and drainage infrastructure, and identifies necessary traffic markings and signage.
- The schematic design will include four separate plans, one for each greenway section under consideration. Each plan will be prepared using AutoCAD, drawn to scale, each alignment length will be calculated, and call outs for key materials will be provided.
- The Town will provide all background documentation germane to the Feasibility Study to MJ electronically to assist with the development of the work.
- The Town's Greenway Committee will be the public body MJ communicates with.

Based upon the above understanding, MJ offers the following Scope of Services for your consideration.

SCOPE OF SERVICES

Task 01: Program Verification

MJ will meet remotely with members of the Lansing Greenway Committee (Committee) to review and discuss relevant project information that will inform the Feasibility Study. The meeting will also verify the project scope, project exclusions, project modifications (if any) and the draft project schedule. If modifications to the scope occur, MJ will prepare a scope modification memorandum that indicates additional services and fees. A final project schedule will be provided to the Committee.

Deliverables:

- Program verification meeting
- Scope modification memorandum
- Project schedule

Task 02: Schematic Base Map

MJ will prepare a base map for use in schematic site planning for the areas depicted in Figure 1 "Project Area Diagram" and Figure 2 "Section 4 Diagram", using publicly available geospatial data (GIS data). The tasks to be completed include:

1. Retrieve and process geospatial data and aggregate data with AutoCAD Civil 3D to create a base map suitable for schematic design.
 - 1.1. Recent LiDAR data for topographic contouring. Contour intervals on each plan will be set to the appropriate scale, but the LiDAR resolution will be suitable for one-foot intervals.
 - 1.2. Most recent tax parcel data available. Parcel lines will provide a general location for property lines.
 - 1.3. Additional data sets may be integrated, such as, orthoimagery, soils, roads, and waterways, to provide as much information practicable for the base map.



- 1.4. Data sets will be aggregated and processed with AutoCAD Civil 3D. Orthoimagery will be used to provide general locations of visible features, such as, roadway edge, buildings, driveways, fences, tree lines, etc.

Deliverable:

- Schematic base map suitable for schematic planning and design.

Task 03: Schematic Design Phase

MJ will complete the following tasks as part of the Schematic Design Phase for the missing sections of the greenway's Phase 1:

1. Diagram each greenway's alignment and program priorities for the three greenway sections as an initial schematic plan. All work will be prepared with AutoCAD and major features will be labeled.
2. Meet remotely to review the First Draft Schematic Design with the Greenway Committee. MJ will document comments provided during the meeting. The Committee will also provide formal comments separate from the First Draft Meeting.
3. One round of revisions. Revise the initial schematic plan following receipt of the Committees' comments and prepare a final Schematic Plan for each greenway section.
4. Prepare cost estimates for the four greenway sections. MJ will calculate the probable cost for each feature based upon square foot values obtained from recent and proportional construction projects in the Finger Lakes Region of New York. The estimate will be organized using the CSI MasterFormat.
5. MJ will prepare a remote formal presentation describing the findings of the Schematic Design Phase which will include a description of the greenway segments, opportunities and potential obstacles, and probable cost for each greenway section. MJ will field questions.
6. The schematic designs, cost estimates, written narratives, and findings will be compiled into a Feasibility Study report that are compiled into one PDF file.

Deliverables:

- First draft Schematic Design
- Review meeting
- Revised/Final Schematic Design
- Cost estimate for each greenway section
- Formal Presentation
- Feasibility Study Report package

ASSUMPTIONS

The following assumptions were made in the development of this proposal:

1. The Greenway Committee has established contact with the private properties that are part of this feasibility study and are working towards obtaining owner's buy-in.



2. Community outreach is the responsibility of the Town and Greenway Committee.
3. Background information will be provided by the town.
4. No field assessment of the project areas will be required.
5. Materials selection for greenway sections (E.G. path surfacing and fencing) will be finalized during the schematic design revision period.

TASKS NOT INCLUDED IN THIS PROPOSAL

The following efforts are excluded from this scope of services:

1. Verification of existing rights and easements. Property research is not part of this scope of services.
2. Detailed design, construction documents, nor construction details will be prepared.
3. Environmental screening or permitting.
4. Compliance with the State Environmental Quality Review Act (SEQRA).
5. Traffic study.
6. Survey or survey mapping.
7. Site visit or site reconnaissance.
8. Engineering design.
9. Archeological screening or compliance.
10. Stormwater Pollution Prevention Plan (SWPPP)
11. Illustrative plans or 3-dimensional modeling or photo-realistic perspective renderings.

SCHEDULE

Upon notice to proceed, MJ is prepared to develop a mutually agreeable project schedule that meets critical milestones and begin the project.

FEE

MJ proposes to complete the above-listed services for the **lump sum fee of \$9,500**.
The fees listed above are valid for 60-days from the date of this proposal.



SUMMARY

Thank you for the opportunity to provide a proposal for this project. If the above scope of work is acceptable, please notify MJ and we will provide you with a formal contract for review and execution. We look forward to the opportunity to continue to work with you on this project. Please do not hesitate to contact Josiah Simpson at 518-371-0799 ext. 419 or via email at jsimpson@mjteam.com if you have questions or require additional information.

Sincerely,

A blue ink handwritten signature, appearing to read 'Michael D. Panichelli', with a horizontal line extending to the left.

Michael D. Panichelli, P.E.
President

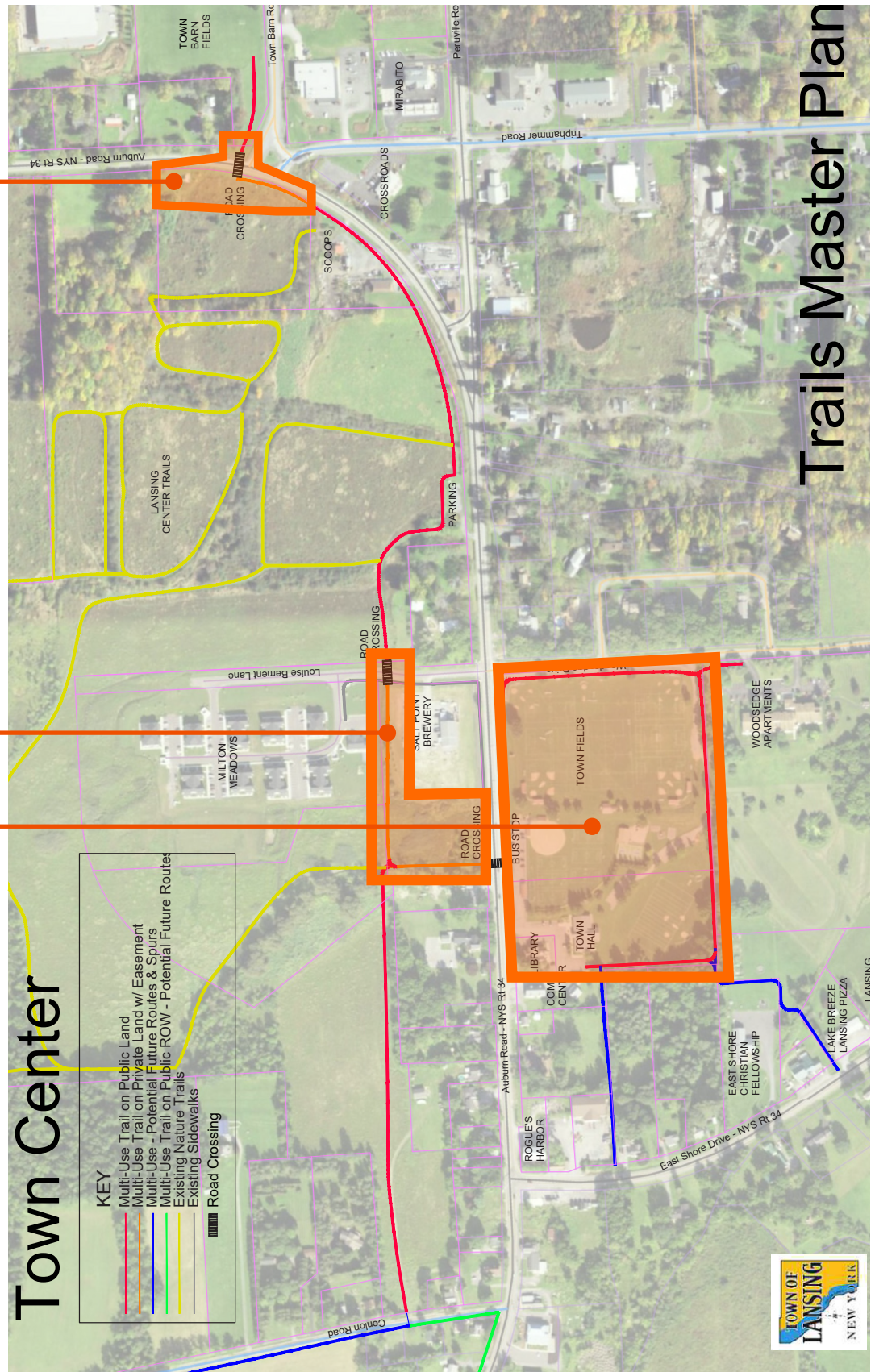
Cc: Josiah Simpson, P.L.A.

PROJECT AREA DIAGRAM (FIGURE 1)

GREENWAY SECTION 1

GREENWAY SECTION 2

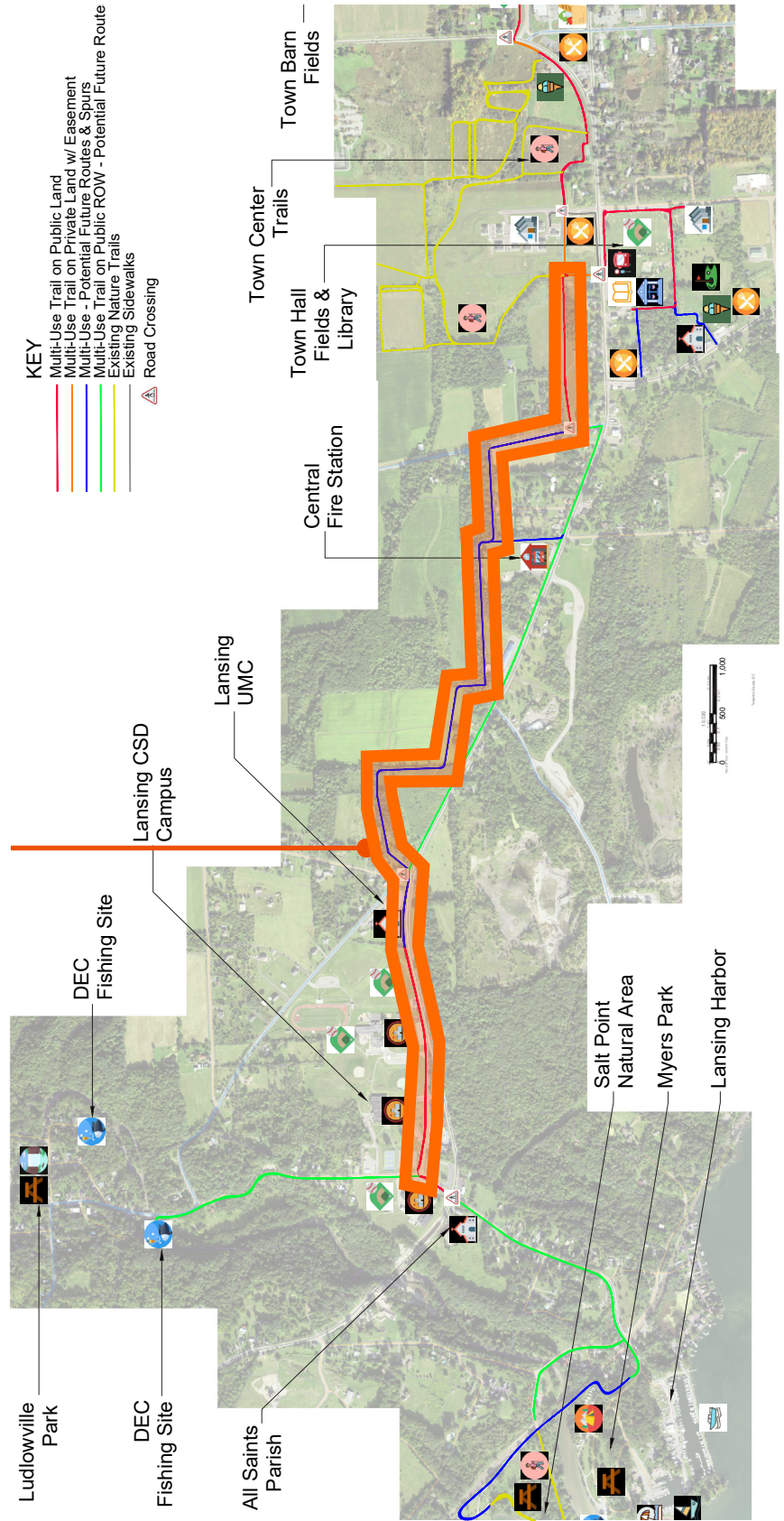
GREENWAY SECTION 3



(FIGURE 1)

SECTION 4 DIAGRAM (FIGURE 2)

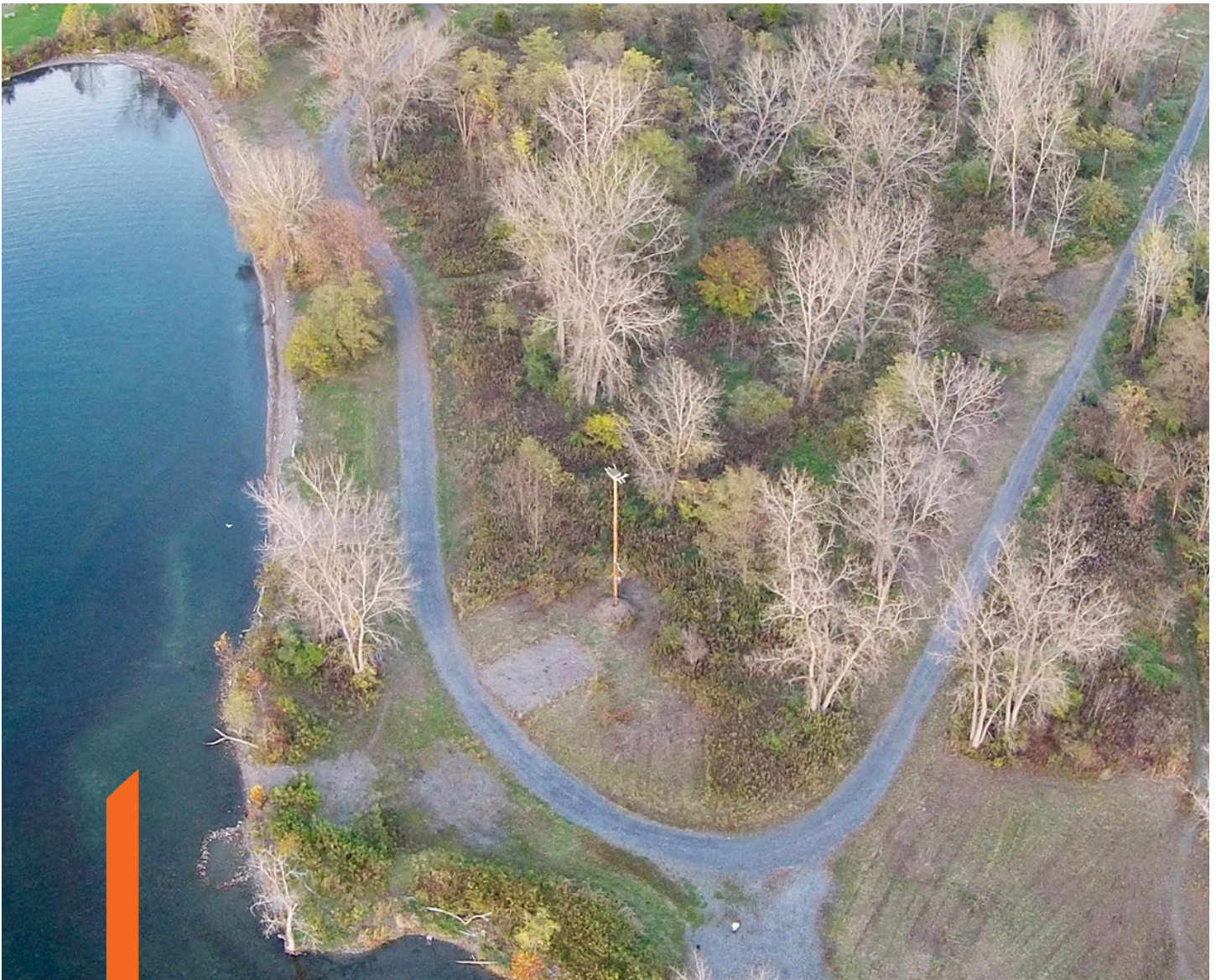
Myers - Schools - Town Center



(FIGURE 2)

II. CONSULTANT INFORMATION

“MJ has the ability to keep people on point and adapt to change. We feel they put much more effort into their proposals and deliverables than other firms. They are very well thought out and illustrated. We are very satisfied with everything MJ has done for us and look forward to continuing our partnership”



Town of Lansing
Town Center Greenway (Phase 1) Feasibility Study
Patrick Tyrrell, Parks & Recreation Supervisor

FIRM INFORMATION

PRIME CONSULTANT:

MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C.
21 Corporate Drive, Clifton Park, NY 12065
518.371.0799
mjteam.com

CONTACT:

Michael Panichelli, PE, President
518.371.0799
mpanichelli@mjteam.com

PARTNERS:

Michael Panichelli, PE, President
Christopher Dooley, PE
Joel Bianchi, PE
Brian Cooper, PE

HELPING COMMUNITIES and EACH OTHER THRIVE



ORGANIZATION CHART



PROJECT MANAGER - JOSIAH SIMPSON, PLA

- ✓ Served as Landscape Architect for the Town of Lansing's 2022 Parks, Recreation, and Trails Master Plan, providing a deep understanding of the Town's priorities, opportunities, and community values.
- ✓ Experienced in aligning community goals with realistic implementation strategies, including phased development and funding alignment.
- ✓ Deep knowledge of multi-use trail planning, zoning, and policy frameworks to support greenway development.

CONTACT INFO: P: 518.371.0799, E: jsimpson@mjteam.com

Landscape Architecture

Carolyn Copenhaver

Site/Civil Engineering

Jenny Lippmann, PE
Traci Sousa, PE



JOSIAH SIMPSON, PLA

Project Manager

Josiah contributed to the Town of Lansing's 2022 Parks, Recreation, and Trails Master Plan, developing conceptual layouts that prioritized connectivity, environmental sensitivity, and long-term usability across diverse recreational settings.

Josiah is a landscape architect with a passion for enhancing and rehabilitating ecological systems and improving the human experience of those landscapes. His design approach involves a process of understanding the story of a place, unpacking a landscape's social, economic, and environmental layers from the past and present to identify opportunities for realizing a meaningful and creative project vision. He draws from a rich background involving public engagement workshops, community design charrettes, trail design, green infrastructure, restoration of stream banks and wetlands, and landscape construction management in both rural and urban settings over the last 15 years. Josiah has experience drafting plans ranging from conceptual design to construction documents, 3D modeling and graphic rendering, filing permits, and site assessment through advanced digital mapping and analysis tools and fieldwork. He provides expertise on design workshops and charrette management by organizing activities, facilitating discussions, leading small groups, and analyzing participant data.

Project Experience:

Parks, Recreation, and Trails Master Plan, Town of Lansing, NY. Landscape architect for the development of a community-supported plan that provides guidance for future development and redevelopment of the Town's parks, recreation programming, trails, and facilities. Josiah prepared master plan level designs for four parks and one preserve that balance safe water access, restoration areas, various types of recreation for different seasons, bathroom and parking infrastructure, and a large event space. The design process was guided by close coordination with the Town and outreach and research efforts that revealed expansion opportunities through a needs assessment of forecasted demographic change and public demand. The team was also responsible for conducting existing conditions analysis and assisting with the development of the plan. This included seeking opportunities to incorporate energy efficiency and other sustainability strategies into the Town's facilities.

Dutchess County Parks and Recreation Master Plan, Dutchess County, NY. Landscape architect for the development of this master planning effort. The team examined existing facilities and future opportunities related to Bowdoin Park, Wilcox Park, Quiet Cove Riverfront Park, Dutchess Stadium, William R. Steinhaus Dutchess Rail Trail and the Harlem Valley Rail Trail within the County. Josiah prepared master plan level design work for these recreation areas that proposed new water access points, improved pedestrian circulation and safety, and creative programming and recreational opportunities. These plans were essential for the master plan by recommending immediate and long-term goals with a specific emphasis on creating

EDUCATION

MLA, Landscape Architecture,
University of Massachusetts,
Amherst

MALD, Landscape Design,
Conway School of Landscape
Design

BA, Sociology, Lewis and Clark
College

PROFESSIONAL REGISTRATION

Professional Licensed Architect:
New York

CERTIFICATIONS

Certificate, Charrette Systems
Management, National
Charrette Institute

AWARDS

Olmsted Scholar (2019)

YEARS OF EXPERIENCE

Total: 15

With MJ: 3

JOSIAH SIMPSON, PLA

Project Manager

universal access at all facilities, buildings, playgrounds, and trails. The plan is intended to be used as a resource for future development and improvement of the County's parks, open space and recreation system including the Dutchess County Rail Trail and the Harlem Valley Rail Trail.

Lake Walton Preserve Parks and Recreation Master Plan, Dutchess County, NY. Landscape architect for the development of a master plan and strategic direction for the 231-acre Lake Walton Preserve. This effort was built off the original Dutchess County Parks and Recreation Master Plan to create a road map with an appropriate balance of facilities, amenities, and programs throughout the County now and into the future. Public engagement included several activities and outreach methods designed to inform the public and gather input to guide the effort. They included an online survey, virtual public outreach events streamed through Zoom and Facebook, and digital outreach. The team worked with Dutchess County DPW to develop the master planning document, facilitate core team meetings, and coordinate public engagement efforts. Josiah conducted a site assessment followed by a comprehensive master plan design that revealed a range of opportunities for enhanced bird observation, ecological education, water quality improvements, access points, and locations for overlooks and pavilions.

Lake Walton Preserve Improvements Dutchess County, NY. Following the master planning effort, Josiah served as the project's landscape architect for the implementation of 1.1 miles of nature trails designed to be an engineered surface that is ADA accessible, yet natural in appearance to fit seamlessly in the preserve setting. The park improvements were designed to be universally accessible. Josiah was responsible for designing universally accessible navigation signs, wayfinding signage, and educational programming features for the nature trail's access points, parking areas, interpretive materials, branding graphics, and safety upgrades. MJ also designed two pedestrian bridges and a boardwalk for pedestrian enhancements. The aesthetics of each project element was contemplated extensively so that all improvements fit into the natural environment appropriately. This is the largest improvement project in the County's park system in decades.

Coeymans Landing Riverfront Park Redevelopment, Town of Coeymans, NY. Project manager for this riverfront park redevelopment project. MJ assisted the Town in receiving funding from the Green Infrastructure Grant Program (GIGP) to implement circulation and sustainable improvements to this important community space. Existing parking lots and street parking were reconfigured and reorganized to offer more efficient vehicle use. New sidewalks were also included in the overall design. MJ's design included bioswales, bioretention areas, and stormwater trees to assist in managing stormwater runoff. A new restroom building is also being designed within Coeymans Landing Riverfront Park.

Wilcox Memorial Park Improvements, Dutchess County, NY. Landscape architect for upgrades to this 614-acre park that offers a beautiful landscape backdrop with numerous opportunities for both passive and active recreation. The park offers swimming, camping, disc golf, and much more. Wilcox Park is the largest park in the County's Park systems and serves as the hub for the northern part of the County. The park also offers over 11 miles of well-maintained hiking trails that wind through the woods. To improve features at the park, Josiah provided design for a new universally accessible woodland-themed splash pad with adjacent music/sensory playground. As part of the project, Josiah is also responsible for landscaping and the design of pathways to improve pedestrian circulation around the park.

Kaaterskill Rail Trail Phase 3, Hunter, NY. Project manager and lead designer for preparing concept to construction document rail trail plans. The Kaaterskill Rail Trail will link Hunter's villages, open spaces, and hiking trails along one contiguous railway. Phase 3 was a challenging section of the trail due to private property, steep grade, the need to cross highway 23A, and a Kaaterskill creek crossing. The work preparing a conceptual trail alignment helped secure public access easements and prepare a preliminary cost estimate. DOT permitting was required for work within the right-of-way and a DEC permit for the creek crossing. Final construction documents specify a paved concrete trail, way-finding signs, road safety signs, two cross walks, retaining walls, and native plant landscaping.





JENNY LIPPMANN, PE

Senior Site/Civil Engineer

Jenny served as the project manager for the Myers Park Improvements design in the Town of Lansing and brings a deep understanding of the Town's vision, site conditions, and long-term goals for its parks and trail system.

Jenny has 22 years of experience working with municipal governments on transforming their parks, public spaces, and trails with the goal of strengthening environmental, social, and economic aspects of their communities. She specializes in waterfront development projects and understands how to skillfully navigate the complex regulations and permitting process required to properly control cost and schedule.

Project Experience:

Myers Park Improvements, Town of Lansing, NY. Project manager for enhancements to Myers Park, which included modifications to pedestrian and vehicular circulation to limit the abundance of existing pavement and redundant vehicle access, and by placing an emphasis on people over vehicles. The project provided an opportunity to re-think and re-orient the physical programming, thereby activating the space and providing improved accessibility to enable users of all abilities to enjoy the park. MJ's scope of work included new RV camp sites, RV bathroom building with showers and wastewater treatment system, park bathrooms and on-site wastewater treatment system, kayak launch and storage building, camp sites, and improved circulation, access, and parking configuration.

Dutchess County Parks and Recreation Master Plan, Dutchess County, NY. Senior site/civil engineer for the development of this master planning effort. The team examined existing facilities and future opportunities related to Bowdoin Park, Wilcox Park, Quiet Cove Riverfront Park, Dutchess Stadium, William R. Steinhaus Dutchess Rail Trail and the Harlem Valley Rail Trail within the County. Josiah prepared master plan level design work for these recreation areas that proposed new water access points, improved pedestrian circulation and safety, and creative programming and recreational opportunities. These plans were essential for the master plan by recommending immediate and long-term goals with a specific emphasis on creating universal access at all facilities, buildings, playgrounds, and trails. The plan is intended to be used as a resource for future development and improvement of the County's parks, open space and recreation system including the Dutchess County Rail Trail and the Harlem Valley Rail Trail.

Lake Walton Preserve Parks and Recreation Master Plan, Dutchess County, NY. Project manager for the development of a master plan and strategic direction for the 231-acre Lake Walton Preserve. This effort was built off the original Dutchess County Parks and Recreation Master Plan to create a road map with an appropriate balance of facilities, amenities, and programs throughout the County now and into

EDUCATION

BS, Civil Engineering, Union College, Schenectady, NY

BA, Union College, Schenectady, NY

PROFESSIONAL REGISTRATION

Professional Licensed Architect: New York

ORGANIZATIONS

American Society of Civil Engineers (ASCE)

YEARS OF EXPERIENCE

Total :22

With MJ: 11

JENNY LIPPMANN, PE

Senior Site/Civil Engineer

the future. Public engagement included several activities and outreach methods designed to inform the public and gather input to guide the effort. They included an online survey, virtual public outreach events streamed through Zoom and Facebook, and digital outreach. The team worked with Dutchess County DPW to develop the master planning document, facilitate core team meetings, and coordinate public engagement efforts. Josiah conducted a site assessment followed by a comprehensive master plan design that revealed a range of opportunities for enhanced bird observation, ecological education, water quality improvements, access points, and locations for overlooks and pavilions.

Lake Walton Preserve Improvements Dutchess County, NY. Following the master planning effort, Jenny served as project manager for the implementation of 1.1 miles of nature trails designed to be an engineered surface that is ADA accessible, yet natural in appearance to fit seamlessly in the preserve setting. The park improvements were designed to be universally accessible. Josiah was responsible for designing universally accessible navigation signs, wayfinding signage, and educational programming features for the nature trail's access points, parking areas, interpretive materials, branding graphics, and safety upgrades. MJ also designed two pedestrian bridges and a boardwalk for pedestrian enhancements. The aesthetics of each project element was contemplated extensively so that all improvements fit into the natural environment appropriately. This is the largest improvement project in the County's park system in decades.

Hudson River Waterfront Park Local Waterfront Revitalization Plan (LWRP) Implementation, City of Cohoes, NY. Working with DOS through LWRP grant funding, Jenny was the project manager overseeing all survey, site development, environmental engineering and landscape architecture services for waterfront development which includes a public boat dock, kayak launch, greenspace, shoreline stabilization, parking and a pathway connection to the Black Bridget Trail. This project furthered initiatives included in the City's Urban Waterfront Rediscovery Plan. The waterfront serves as one of the City's great aesthetic and natural assets and acts as an integral link within a considerable regional trail and water network. The floating dock has a galvanized steel frame and wood deck. It includes ADA compliant features, kayak launch, and space for eight mid-sized boats.

Mohawk Harbor Dockage Design and Multi-Use Path, City of Schenectady, NY. Project manager for survey, geotechnical investigations, environmental permitting and design for a new large-vessel dock and gateway plaza for the City of Schenectady, funded by the New York State Department of State (NYSDOS) Local Waterfront Revitalization Program (LWRP). The project includes the installation of approximately 400 linear feet of floating dock with water, sewer, and electrical service connections. The gateway landing design is intended to provide a welcoming first-impression for visitors to the City of Schenectady and Mohawk Harbor, and includes hardscape, site lighting, wayfinding, and landscape design. The project includes coordination with multiple stakeholders, as well as grant administration assistance.

Wilcox Memorial Park Improvements, Dutchess County, NY. Project manager for upgrades to this 614-acre park that offers a beautiful landscape backdrop with numerous opportunities for both passive and active recreation. Wilcox Park is the largest park in the County's Park systems and serves as the hub for the northern part of the County. The park also offers over 11 miles of well-maintained hiking trails that wind through the woods. To improve features at the park, Jenny is leading the design of a universally accessible woodland-themed splash pad with an adjacent music/sensory playground.

Coeymans Landing Riverfront Park Redevelopment, Town of Coeymans, NY. Senior site/civil engineer for this riverfront park redevelopment project. MJ assisted the Town in receiving funding from the Green Infrastructure Grant Program (GIGP) to implement circulation and sustainable improvements to this important community space. Existing parking lots and street parking were reconfigured and reorganized to offer more efficient vehicle use. New sidewalks were also included in the overall design. MJ's design included bioswales, bioretention areas, and stormwater trees to assist in managing stormwater runoff. A new restroom building is also being designed within Coeymans Landing Riverfront Park.



III. STATEMENT OF QUALIFICATIONS

“I want to say a sincere thank you for your work on the initial phase of this project and the master planning effort. You were a pleasure to work with and we are happy with the end product!”



Dutchess County
Lake Walton Preserve Master Plan
David Whalen, Dutchess County Commissioner of Public Works

FIRM OVERVIEW

MJ is passionate about planning and designing trails and greenways that enhance the communities we live in. We are a multi-disciplined planning, engineering and land surveying consulting firm with 45 years of experience. MJ employs 175 people and is a full-service firm specializing in trail design and recreational facilities, with emphasis on accessibility and community engagement. We view our designs as a way to enhance the rich culture and history of a neighborhood. Designing landscape elements is more than a visual choice, every material presents an opportunity to integrate local essence and history.

MJ has been designing trails for decades. As a full-service firm, we have the expertise to assist clients in evaluating reality-based design options that meet community needs, while satisfying local, state, and federal design requirements. Our team understands that communities are most successful when there is balance between residential and economic growth and quality of life elements such as trails to support healthy and active lifestyles and provide vital community connections.

Every trail we design is unique and considers the surrounding environment and end users. It must include opportunities for accessibility and connectivity in practical ways by providing realistic solutions that a community wants, needs, can afford, and can maintain. We develop designs that establish a balance between innovation and experience, conservation and active recreation, design excellence and cost control, and accessible and functional accommodation.

Along with trail planning and design, MJ is incredibly well versed in the community engagement process. Over the years, we have created several unique outreach opportunities to ensure all community members can be reached and included. Our goal is to make sure everyone's voice is heard and public feedback is incorporated into the planning process. In addition to developing project-specific public engagement strategies, our staff has extensive experience facilitating and leading community engagement processes that often include public workshops, design charrettes and focus group meetings. MJ's key personnel are experienced in conveying complex issues and highly technical data to the public in an easily understandable manner. These services ensure that decisions are made in consideration of and to benefit public needs and preferences.

MJ'S RECENT TRAIL EXPERIENCE INCLUDES:

- Park, Recreation & Trail Master Plan, Lansing
- Park, Recreation & Trail Master Plan, Dutchess County
- Lake Walton Preserve Trail, Dutchess County
- LaChute River Trail Feasibility Study, Essex County
- LaChute River Trail Design, Essex County
- Saranac River Trail Feasibility Study, Clinton County
- Mill River Greenway Trail, Nassau County
- Troy-Menands Multi-Use Trail, Troy and Menands
- Lake Champlain Canal Trail, Fort Ann to Kingsbury
- Erie Canalway Trail, Frankfort to Ilion
- Erie Canalway Trail, Fort Herkimer to Lock E-18
- Erie Canal Towpath Trail Link, Halfmoon
- Flower Hill Multi-Use Path, Town of Niskayuna
- Soccer Field Multi-Use Path, Town of Niskayuna
- Multi-Use Rail Trail, Lake Placid to Tupper Lake
- Crescent Road Multi-Use Trail, Halfmoon/Clifton Park
- Moe Road Multi-Use Trail, Clifton Park
- Zim Smith Connection Trail, Saratoga County
- Washington Avenue Empire State Trail, Schenectady
- Helderberg-Hudson Rail Trail, Albany County
- Poughkeepsie Urban Trail, Dutchess County
- Susquehanna River Trail, Broome County
- Glenridge Road Multi-Use Trail, Glenville
- Harlem Valley Rail Trail, Columbia County
- Round Lake Preserve Boardwalk Trail, Malta
- Riverfront Park Revitalization and Connections, Troy
- Erie Canal National Heritage Trail, Cohoes
- Multi-Use Rail Trail, Poughkeepsie to Fishkill





PARKS, RECREATION, & TRAILS MASTER PLAN

LANSING, NEW YORK

MJ served as prime consultant for the development of a Parks Recreation, and Trails Master Plan for the Town of Lansing. The plan creates a roadmap to ensure an appropriate balance of facilities, amenities, and programs throughout the Town. The plan is also being used as a resource for development of the Town's parks, trails, and recreation system over the next five to twenty years.

The core approach to this project involved three main concepts: Re-Think; Re-Connect; Re-Focus. The MJ team helped the Town to rethink the physical space that exists and discover new programming opportunities. The Town also wants to reconnect physically within the parks, visually to the waterfront, and programmatically to the community. The goal was to assist the Town by providing increased opportunities for recreation and use of space while encouraging residents to be more active in taking advantage of those opportunities.

An extensive community engagement plan was integral to the success of this project, allowing our team to inform the public of the project details and gather input to guide the overall effort. Methods have included a design charrette exercise, an online survey, a dedicated project website, and a virtual public outreach event streamed online through Zoom.

CLIENT REFERENCE:

Patrick Tyrell
Parks & Recreation Supervisor
607.533.7388

KEY PROJECT ELEMENTS:

- Master Planning
- Public Engagement
- Mobile Mapping
- GIS
- Development of Interactive Webmap
- Recreation Planning
- Trail Planning
- Recreation Programming
- Park Design
- Existing Conditions
- Analysis ADA Report



Click the link to view the Master Plan:
[Dutchess County Parks and Recreation Master Plan](#)

COUNTYWIDE PARKS, RECREATION & TRAILS MASTER PLAN

DUTCHESS COUNTY, NY

MJ developed a countywide Parks and Recreation Master Plan, which acts as a roadmap to ensure an appropriate balance of facilities and amenities in the County. Prior to initiating the planning process, MJ performed mobile mapping to collect topographic survey data for six active parks and two trails in the County. Once data was collected, MJ's technicians developed a 3D web-based viewer for direct interaction with the scan data and photos from each scan.

The master plan included immediate and long-term plans with a specific emphasis on creating universal access at all facilities and trails. MJ evaluated six existing parks, two rail trails, and other open space sites and amenities to develop innovative strategies and recommendations to achieve the County's vision. The plan is intended to be used as a resource for future development and redevelopment of the County's parks, open space, and recreation system.

Public engagement was a critical component to the master planning process. Our robust engagement plan included three open houses at Bowdoin Park, Town of Milan Town Hall, and Quiet Cove Park, pop-up tables at the Harlem Valley Rail Trail, a Hudson Valley Renegades baseball game, and the Millerton Farmer's Market, stakeholder outreach, walk and talk at the Lake Walton Preserve, a community survey, various social media outreach, and several online information sessions through Facebook Live and Zoom.

Following the extensive planning effort, MJ led the design for upgrades at three facilities within the Dutchess County park system:

- Lake Walton Preserve Improvements
- Bowdoin Park Improvements
- Wilcox Memorial Park Improvements

CLIENT REFERENCE:

David Whalen
Dutchess County DPW
845.486.2059

KEY PROJECT ELEMENTS:

- Master Planning
- Recreation Planning
- Funding Opportunities
- Public Engagement
- Park & Trail Design
- Survey & Mapping
- GIS
- Development of Interactive Webmap
- Universally Accessible
- Parking Upgrades
- Circulation Upgrades
- Boardwalk & Pier Design
- Pedestrian Bridge Design
- Stormwater/Drainage
- Signage/Wayfinding





LIVING WITH THE BAY - MILL RIVER GREENWAY

NASSAU COUNTY, NY

MJ led the Living with the Bay initiative to develop a multi-use, urban greenway to reconnect the surrounding communities in the Mill River watershed located in Nassau County. The goal was to improve public accessibility, which in turn would increase safety, ecological value, and recreational opportunities for the local communities.

The overall area along Mill River is ideal for biking, walking, and boating, but the existing pathways were discontinuous. The riverbanks had degraded as a result of lack of visibility and connectivity. Other existing issues in the Mill River area included dangerous road crossings for pedestrians/bicycles, lack of public access and continuous paths, reduction in the use of public parks and playgrounds, poor public access to waterways, and loss of natural resources.

MJ revitalized this recreational area through the design of a multi-use path to reconnect communities within the Mill River system. The project started near Hempstead High School and went through Hempstead Lake State Park, Smith Pond, Lister Park, and Bay Park. MJ's design included a multi-use path, wayfinding, educational signage, benches, landscaping, lighting, and other amenities. Pedestrian safety and accessibility were at the forefront of MJ's design and included traffic calming, improved pedestrian crossings, and ADA upgrades. Sustainability was woven in design and included innovative stormwater practices including bioretention areas and pollinator gardens.

The project was funded through GOSR. Bidding the greenway as one large contract wouldn't meet the funding schedule. Instead, MJ split the contract into six smaller pieces so it could be completed sooner. Coordinating six separate projects and contractors was certainly more complex, but allowed the greenway to be constructed on time and meet its schedule obligations for funding.

CLIENT REFERENCE:

Laura Munaf
Governor's Office of Storm Recovery
518.486.5022

KEY PROJECT ELEMENTS:

- Multi-use Greenway Design
- ADA Compliant Walkways
- Wayfinding Signage
- Historical/Educational Signage
- Landscape Architecture
- Pedestrian Crossings
- Bioretention Areas
- Pollinator Gardens
- Picnic Areas
- Park Entrances & Gateways
- Traffic Calming Design
- Greenstreet Design
- Solar Street Lighting
- Mobile Mapping
- Permitting
- Cost Estimates



IV. STATEMENT OF AVAILABILITY

“The Town is very pleased with MJ’s performance on our multi-use trail projects. The staff at MJ pays special attention to meeting the project schedule. They have the ability to quickly adapt to changes in schedule and scope. First rate service. High marks across the board.”



Town of Clifton Park
Crescent Road & Moe Road Multi-Use Trail
John Scavo, Director of Planning

STATEMENT OF AVAILABILITY

MJ confirms that all key personnel identified in this proposal are available to commence work immediately upon award and are committed to supporting the Town of Lansing throughout the duration of the Town Center Greenway Feasibility Study. Our project manager, Josiah Simpson, PLA, along with our core team of planners, engineers, and landscape architects, have dedicated capacity in their schedules to meet the project milestones outlined in the RFP. MJ maintains a flexible and responsive project management structure, ensuring consistent staff availability, timely deliverables, and proactive coordination with the Town and stakeholders from project initiation through plan adoption.

V. REFERENCES

“MJ Engineering was instrumental to the successful completion of both projects. Their familiarity with the steps required by New York State DOT and the Federal Highway Administration took much of the burden off of local staff. Their design process was thorough but flexible enough to accommodate many issues. They listened to the requests of the Town staff and the public, evaluated alternatives, and found a way to make things work. Their design engineers were professional, respectful and responsive to the Town.”



Town of Niskayuna
Mohawk-Hudson Bike Trail Connections
Laura Robertson, Town Planner



REFERENCES

1

TOWNWIDE PARKS, RECREATION & TRAILS MASTER PLAN

Town of Lansing
Contact: Pat Tyrell, Recreation Director
Phone: 607.533.7388

2

COUNTYWIDE PARKS, RECREATION & TRAILS MASTER PLAN

Dutchess County
Contact: David Whalen, DPW Commissioner
Phone: 845.486.2059

3

MOHAWK-HUDSON BIKE TRAIL CONNECTIONS

Town of Niskayuna
Contact: Laura Robertson, AICP, Town Planner
Phone: 518.386.4530



CONTACT

21 Corporate Drive
Clifton Park, New York 12065
mjteam.com
mpanichelli@mjteam.com



ATTACHMENT C

Addenda



SENT VIA EMAIL ONLY

June 11, 2025

Mr. Patrick Tyrrell
Director of Lansing Parks and Recreation / Greenway Committee Member
Town of Lansing
29 Auburn Road
Lansing, NY 14882
Email: ptyrrell@lansingtown.com

Re: Town Center Greenway Phase 1 Feasibility Study
Town Center Greenway
Lansing, NY
MJ Proposal No. 2025149 For Town Center Greenway Feasibility Study
Addendum No. 2 – Project Deliverables Clarification

Dear Mr. Tyrrell

MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. (MJ) is providing this addendum to our Town Center Greenway Feasibility Study proposal in response to your request for clarification of our project deliverables. As discussed on Friday May 30, 2025, and Wednesday June 11, 2025, MJ will adjust the scope of work as follows:

1. Greenway Section #4 will not be included in Town Center Greenway Phase 1 Feasibility Study.
2. Greenway Section #1, #2, and #3 are the focus of the Town Center Greenway Phase 1 Feasibility Study.
3. Each Greenway Section will be studied as individual sections. Each section will receive the following deliverables: A) Schematic level greenway trail design; B) a section detail of the trail's surface (See bullet 5 below); and C) a separate cost estimate for each section.
4. The two road crossings—one at Auburn Road (Highway 34), Greenway Section #1, and one at Louise Bement Lane Greenway Section #2—will be included in those section's cost estimates as dedicated line items.
5. MJ will develop greenway trail surfacing section details to describe the trail surfaces. MJ anticipates preparing two section details: A) a stone dust surface path and B) an asphalt surface path. These details will help guide MJ's cost estimating work and will be provided to the town in PDF format.

These adjustments to the scope will be included as the project deliverables and do not alter the overall fee or schedule proposed in our Town Center Greenway proposal dated May 15, 2025.

Thank you for the opportunity to work with you and the Greenway Committee on this exciting project. Please let me know if you have any questions.

Sincerely,

Josiah Simpson, PLA
Project Manager



21 Corporate Drive
Clifton Park, NY 12065



518.371.0799
mj@mjteam.com
mjteam.com



Fishkill, NY
Levittown, NY
Picatinny, NJ
Melbourne, FL