



*Town of Queensbury*

**REQUEST FOR PROPOSALS  
FOR  
PROFESSIONAL SERVICES**

**ADAPTIVE SIGNAL CONTROL TECHNOLOGIES  
FEASIBILITY STUDY**

**Issue Date: March 18, 2022**

**Revision Date: April 12, 2022**

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## Revisions to the Request for Proposals

### Deletions Insertions

Page 5, Study Content & Deliverables:

- ~~The Consultant shall be responsible for the following tasks and deliverables:~~ **The following outlined approach is provided as an illustration of the potential range of tasks and deliverables for the successful execution of the requested analysis. Responding consultants are encouraged to propose alternatives to this outline as warranted or beneficial to the overall work effort. Proposals which deviate from this sample approach should explain in detail how the overall goals and deliverables listed in the Statement of Purpose/Project Objectives on page 3 of this RFP will be achieved.**

Page 7:

- Task 2, Existing Conditions Inventory:
  - All data necessary to ~~prepare a microsimulation model of the corridor~~ **complete the signal coordination comparison in Task 3 (below)**, anticipated to include traffic and turning movement counts
- Task 3, Signal Coordination Comparison:
  - The Project Steering Committee shall direct the Consultant ~~to use the microsimulation model from Task 2~~ to prepare at least two (2) signal coordination alternatives. The first shall be a traditional, optimized signal coordination system (such as Time-of-Day or other traditional coordination system) and at least one other should be based on ASCT principles. The Consultant shall use engineering judgement regarding the ~~selection of the analysis method (i.e. micrimulation model or alternative approach and ASCT principles, but they should be based on an existing ASCT or ACS-lite product (such as In|Sync, Surtrac, etc).~~ **Proposals should note whether the ASCT alternative is based on an existing ASCT or ACS-light product (such as In|Sync or Surtrac).**

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- Task 5: Cost Benefit Analysis and Operations and Maintenance Alternatives
  - The Consultant shall prepare a cost/benefit analysis for the alternatives proposed in Tasks 3 and 4, using the FHWA Transportation Systems Management and Operations Benefit-Cost Analysis Tool (TOPS-BC)<sup>1</sup>, the Transportation Research Board Life-Cycle Cost Estimation Tool (LCCET)<sup>2</sup>, or equivalent method **derived by the Consultant.**

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<sup>1</sup> <https://ops.fhwa.dot.gov/plan4ops/topsbctool/index.htm>

<sup>2</sup> <http://www.trb.org/Main/Blurbs/173928.aspx>

Page 11, Proposal Due Date and Schedule of Work:

Please submit three (3) copies of your proposal (with 3 copies of the cost proposal bound separately) AND electronic copies (PDF) of each document to the following office by 3pm on Friday, April 15<sup>th</sup> 2022:

Joanne Watkins, Purchasing Agent  
Accounting Office  
Town of Queensbury  
742 Bay Road  
Queensbury, NY 12804

Consultant selection is anticipated by May 6 2022. The final contract between the selected consultant and the Town of Queensbury will be drawn up at that time. Completion of the final document is expected by May 12, 2022.

Page 14, Inquiries:

All questions are to be directed via email to the contact person on the cover page of this RFP. Information obtained from any other source is not official and should not be relied upon. Questions shall be submitted via email on or before April 19, 2022, and will be replied to by addenda posted to the Town of Queensbury website at <https://www.queensbury.net/departments/purchasing/bids-rfps/>.

## **Request for Proposals**

### **Adaptive Signal Control Technologies Feasibility Study Queensbury, NY**

#### **Introduction**

The Town of Queensbury has been awarded grant funds by NYSERDA for an Adaptive Signal Control Technologies Feasibility Study within and around the Aviation/Quaker Road corridor in Queensbury, NY. This corridor is an urban principal arterial that extends from Exit 19 of I-87 east to NYS Routes 32/254/River Street. The corridor, part of the National Highway System, can carry upwards of 25,000 vehicles per day. The corridor study area has sixteen traffic primary signals and six secondary signals. The project is being completed in coordination with and with the assistance of the Adirondack/Glens Falls Transportation Council (A/GFTC).

#### **Statement of Purpose/Project Objectives**

This feasibility study is intended to identify innovative signal-timing solutions to congestion management in and around the Aviation Road/Quaker Road corridor in Queensbury, New York. The study will analyze the feasibility of Adaptive Signal Control Technologies (ASCT), comparing ASCT to traditional signal timing improvements in terms of efficacy (changes in starts/stops, wait and travel times, etc.), potential reduction in greenhouse gases, ease of implementation, co-benefits, life cycle costs, and sustainability regarding operations and maintenance.



## **Contract Organization and Management**

### Project Steering Committee (PSC)

The Town of Queensbury shall establish a project steering committee to provide guidance to the Consultant during the progression of this study. The committee is expected to include representatives from the Town of Queensbury, Adirondack/Glens Falls Transportation Council, City of Glens Falls, Warren County Highway Department, and NYS Department of Transportation.

### Committee Chairperson and Additional Communication

The Town of Queensbury Senior Planner will chair the committee and manage the project overall. The Consultant shall attend any necessary meetings with the study advisory committee. Additionally, the Consultant shall communicate with the chairperson on a more frequent basis to report on progress and clarify other issues that may occur. Public meetings will be required.

## **Covid 19 Pandemic Protocol**

During the pandemic, meetings may be held via telephone or internet conferencing platforms. Exceptions to this protocol may be required for the public information meetings in Task 7.

## **Study Content, Scope & Deliverables**

In general terms, the scope of work for the research study will be influenced by FHWA Guidance Document *Model Systems Engineering Documents for Adaptive Signal Control Technology Systems*<sup>3</sup>. This will allow for a thorough exploration of the applicability, benefits, and drawbacks of an adaptive signal control system in comparison to other signal control schema.

### Sample Approach

The following outlined approach is provided as an illustration of the potential range of tasks and deliverables for the successful execution of the requested analysis. Responding consultants are encouraged to propose alternatives to this outline as warranted or beneficial to the overall work effort. Proposals which deviate from this sample approach should explain in detail how the overall goals and deliverables listed in the Statement of Purpose/Project Objectives on page 3 of this RFP will be achieved.

## **TASK 0: PROJECT MANAGEMENT**

Progress Reporting. The Consultant shall provide to the Town information required for periodic Progress Reports, no less frequently than quarterly and no later than the 8th of the month following each quarterly reporting period. Information provided shall include the following subjects with appropriate explanation and discussion:

a. Project progress including a summary of progress, findings, data, analyses, results and field-test results from

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3 Federal Highway Administration & DKS Associates. 2012. *Model Systems Engineering Documents for Adaptive Signal Control Technology Systems - Guidance Document*. Project Report, Washington DC: Federal Highway Administration. [https://ops.fhwa.dot.gov/publications/fhwahop11027/mse\\_asct.pdf](https://ops.fhwa.dot.gov/publications/fhwahop11027/mse_asct.pdf)

all tasks carried out in the covered period.

b. Planned work for the next reporting period.

c. Identification of problems.

d. Planned or proposed solutions to identify problems described in (c) above.

e. Ability to meet schedule, reasons for slippage in schedule.

f. Schedule - percentage completed and projected percentage of completion of performance by calendar quarter- may be presented as a bar chart or milestone chart.

g. Costs incurred in the covered period.

Interim Status Meetings. The Consultant shall attend interim review meetings with the Project Steering Committee as requested. The Town shall coordinate with the NYS Project Managers to arrange each meeting at a mutually convenient time and place.

SPR Quarterly Status Reports. This project is funded in part by the Federal Highway Administration (FHWA) through NYSDOT's State Planning and Research (SPR) Program. During the course of the project, the Consultant shall provide upon request information required for the one-page SPR Quarterly Status Reports, which are due during the first week of April, July, October, and January. These reports will be completed quarterly starting from the signing date of this agreement until acceptance of the Final Report and Project Close Out.

Annual Metrics Reports. On an annual basis, the Consultant shall submit to the Town a prepared analysis and summary of metrics addressing the anticipated energy, environmental and economic benefits that are realized by the project. All estimates shall reference credible sources and estimating procedures, and all assumptions shall be documented. Reporting shall commence the first calendar year after the contract was executed. Reports shall be submitted by the Town by January 31st for the previous calendar year's activities (i.e. reporting period). The Consultant shall provide metrics for use in a web-based form, which will be provided to the Town by NYSERDA.

Task 0 Deliverables:

- Information for inclusion in Progress Reports
- Project Meetings minutes.
- Project information for SPR Quarterly Status Reports.
- Information and data required for Annual Metrics Reports.

**TASK 1: CONSULTANT KICK-OFF MEETING**

The Consultant shall convene a study kick-off meeting, including the Town, A/GFTC, Consultant, PSC members, and NYS Project Managers. The purpose of this meeting shall be to:

- Confirm project scope and schedule, including tentative dates for subsequent meetings
- Confirm geographic boundaries of the research study (i.e., determine which, if any, secondary signals should be included in the study area)
- Discuss data needs and determine data sources
- Confirm measures of effectiveness
- Confirm communication protocols among PSC members and Consultant

Task 1 Deliverable:

- Meeting minutes, in both MSWord and PDF format.



## TASK 2: EXISTING CONDITIONS INVENTORY

The Consultant is to prepare an inventory of existing conditions within the Aviation/Quaker Road corridor. The Consultant shall conduct all activities outlined below. The Consultant shall prepare a summary of this information and present it to the PSC for discussion. This shall include:

- Technical specifications of all signal hardware including actuation (if applicable)
- All pedestrian accommodations at the study area signalized intersections, noting any deficiencies according to the design guidelines of the Americans with Disabilities Act, NYS Pedestrian Safety Action Plan, and other relevant design criteria.
- All data necessary to complete the signal coordination comparison in Task 3 (below), anticipated to include traffic and turning movement counts
- Current Level-of-Service (LOS) for all signalized intersections within the study area
- Current Measures of Effectiveness, which may include travel time, reliability, number of stops, delay, or other relevant metrics

### Task 2 Deliverables:

- Existing conditions technical memo, in both MSWord and PDF format.
- Presentation materials as provided to the PSC (including the microsimulation model), in both MSWord and PDF format.
- Presentation meeting minutes, in both MSWord and PDF format.

## TASK 3: SIGNAL COORDINATION COMPARISON

The Project Steering Committee shall direct the Consultant to prepare at least two (2) signal coordination alternatives. The first shall be a traditional, optimized signal coordination system (such as Time-of-Day or other traditional coordination system) and at least one other should be based on ASCT principles. The Consultant shall use engineering judgement regarding the selection of the analysis method (i.e. microsimulation model or alternative approach) and ASCT principles. Proposals should note whether the ASCT alternative is based on an existing ASCT or ACS-lite product (such as In|Sync or Surtrac).

A summary of current and projected LOS for both/all alternatives shall be provided and presented to the PSC. A summary of relevant Measures of Effectiveness shall also be provided, including:

- Changes in travel time, reliability, number of stops, delay, or other relevant means to quantify the travel experience
- Changes in greenhouse gas emissions
- Changes in fuel consumption
- Changes in crash rate (if feasible)

The Consultant shall prepare a summary of upgrades needed to the signal hardware for both/all systems and provide an order-of-magnitude cost estimate for installation. For ASCT examples, the potential cost of ongoing operations should also be included.

### Task 3 Deliverables:

- Signal coordination comparison technical memo and related data in both MSWord and PDF format.
- Presentation meeting minutes, in both MSWord and PDF format.

#### TASK 4: PEDESTRIAN AND BICYCLE IMPROVEMENTS

The Consultant shall prepare concept designs for pedestrian improvements for up to five (5) intersections, anticipated to include Aviation Rd./Aviation Mall Rd. (west), Aviation Rd./Aviation Mall Rd. (east), Quaker Rd./Dix Ave., Quaker Rd./Meadowbrook Rd., and Quaker Rd./Glen St. The pedestrian/bicycle improvement considerations shall also include safety for multi-modal operations throughout the corridor, in addition to specific recommendations at intersections. Pedestrian accommodations shall include features as recommended in the *NYS Pedestrian Safety Action Plan*, such as pedestrian count-down timers, high-visibility crosswalks, refuge islands and/or bump-outs, and any other facilities deemed relevant. Bicycle improvements may include concepts such as improved detection systems, "bike boxes," and/or lane markings. Concept-level cost estimates for all improvements shall be provided as part of this task. A summary of concept designs and cost estimates shall be presented to the PSC.

##### Task 4 Deliverables:

- Pedestrian/bicycle improvements technical memo, in PDF format, and related conceptual designs and cost estimates.
- Meeting minutes, in both MSWord and PDF format.

#### TASK 5: COST-BENEFIT ANALYSIS AND OPERATIONS AND MAINTENANCE ALTERNATIVES

The Consultant shall prepare a cost/benefit analysis for the alternatives proposed in Tasks 3 and 4, using the FHWA Transportation Systems Management and Operations Benefit-Cost Analysis Tool (TOPS-BC)<sup>4</sup>, the Transportation Research Board Life-Cycle Cost Estimation Tool (LCCET)<sup>5</sup>, or equivalent method derived by the Consultant. Data inputs to arrive at the cost/benefit analysis shall be derived by the Consultant in Task 3. The Consultant shall also research and document alternatives for the operation and maintenance (O&M) of the proposed signal coordination and ASCT systems, including issues such as responsible entity, training needs, software/hardware/IT requirements, shared staffing initiatives, and/or vendor contracts. The Consultant shall identify how a new system would be properly maintained to mitigate O&M issues that have been experienced with the current system.

##### Task 5 Deliverable:

(16) Cost-benefit analysis and O&M technical memo, in both MSWord and PDF format.

#### TASK 6: PUBLIC INFORMATION MEETINGS

The Consultant shall present the findings of Tasks 2-5 at one or more public meetings, anticipated to include the Queensbury Town Board and the A/GFTC Planning Committee. This shall be an informational meeting, anticipated to include a presentation followed by a question-and-answer discussion. Relevant feedback will be used to inform the final report. The Town and Consultant shall coordinate with the NYS Project Managers and with NYSERDA Communications staff to develop the presentation materials.

##### Task 6 Deliverables:

- Draft presentation materials, for review and approval.
- Minutes from public meeting(s), in MSWord and PDF format.

#### TASK 7: FINAL DELIVERABLE

Upon completion of the contract period, the Consultant shall provide all information, materials and data

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4 <https://ops.fhwa.dot.gov/plan4ops/topsbctool/index.htm>

5 <http://www.trb.org/Main/Blurbs/173928.aspx>

necessary to assist A/GFTC with preparing a draft Final Report, in accordance with *NYS DOT Requirements for the SPR Final Report* in Appendix A, covering all aspects of the work performed under this Agreement; the report shall include information on the following subjects:

- Discussions of the observations and findings and recommendations, if any, from all tasks, and avenues for further improvements, as appropriate;
- Discussions of the project results and lessons learned regarding configuration, capabilities, and benefits of the project; and
- Environmental, and economic benefits, and implementation scenarios associated with such.

All material borrowed or adapted from other sources should be properly identified (i.e., document, source, date, and page). The Consultant must obtain and submit to both the Town and A/GFTC the copyright owner's written permission to use any illustrations, photographs, tables, figures, or substantial amounts of text from any other publication. For each figure and table, the Consultant must also provide a source line that gives the original source and any language stating permission to reprint that should be published with each respective table or figure.

The Consultant shall provide assistance as needed to A/GFTC in preparation of the Final Report in final form, reflecting comments received on the draft from the NYS Project Managers. The Final Report shall be due within 30 days of receipt of the NYS Project Managers' comments. A/GFTC will be responsible for preparing the Final Report for submittal to the NYS Project Managers.

Task 7 Deliverables:

- Submittal to the Town and AGFTC of all materials and information noted above in MSWord format.

### **NYSERDA Disclaimer**

Pursuant to Task 1, only NYSERDA's project manager has reviewed this RFP for technical commentary; no other approvals or opinions regarding the legal sufficiency of the RFP under relevant procurement rules are provided by NYSERDA here.

### **Proposal Content and Selection Procedures**

#### Proposal Content

Proposals should demonstrate a good grasp of the study's intent and include detailed descriptions of the approach that the firm will use to complete the project.

A summary of similar work completed by the firm over the previous three years should be included, as well as a summary of any projects that the proposing firm(s) will be managing concurrently with this project if selected. This summary should also contain the names and numbers of contact persons for each contract. In addition to the firm's background, the resumes of any staff to be assigned to the project should be included. Proposals should also provide the estimated amount of time that each assigned staff person (by name, not just job position) is likely to devote to the project, as well as a detailed project schedule that includes key milestones toward project completion.

Firms should provide a detailed summary of their cost to complete the project in a separate document. All

costs that can be identified should be listed by task. Fee and final scope of work will be negotiated with the selected Consultant. Proposing firms should be aware that completion of this study is funded in part by the Federal Highway Administration (FHWA) through the NYS DOT's State Planning and Research Program and administered under a NYSDOT/NYSERDA Research Partnership Agreement. The awarded contractor will be required to fully comply with all requirements and certifications that are imposed by state and federal funding sponsorship.

#### Pre-Screening and Evaluation

Proposals will be screened by a consultant selection committee and a preliminary assessment will be made based upon the overall project approach, technical applications, relevant experience, knowledge of the issues that impact the corridor, past performance with locally-administered studies, assigned staff capacity/availability, cost effectiveness, and project management. Proposals that demonstrate meaningful and substantial participation of Minority and/or Women Owned Business Enterprises or Service-Disabled Veteran-Owned Businesses (MWBE/SDVOB) are encouraged.

The following evaluation criteria will be used as a guide to score the proposals:

40% - weight on the relevant experience of the firm and ability to commit resources within the desired timeframe of the proposal;

40% - weight on the firm's demonstrated understanding of the study goals and overall approach to the project;

20% - weight on the background and qualifications of staff to be assigned to complete the majority of the project tasks.

#### Presentation and Consultant Selection

If a clear favorite does not emerge based upon the results of the pre-screening and evaluation, the firms submitting proposals that demonstrate the best study approach and experience will be interviewed by the Selection Committee. The Committee will then complete its final evaluation and selection recommendation. No more than three firms will be interviewed. Previous experience has shown that the presentation and interview performance have strongly influenced the eventual selection.

The Town of Queensbury reserves the right to reject any and all proposals. If a low number of proposals are submitted, the Town reserves the right to extend the deadline for proposal submittal. It also reserves the right to reject all proposals if determined to be in the best interest of involved parties.

#### Target Budget

It is expected that a thorough and comprehensive study can be delivered within the budget of \$60,000. As this is a grant funded feasibility study, the Town of Queensbury reserves the right to eliminate from consideration any proposals that entail costs that exceed this budget.

#### Project Timeline

The project must be completed by May 12, 2023.

#### Proposal Due Date and Schedule of Work

Please submit three (3) copies of your proposal (with 3 copies of the cost proposal bound separately) AND

electronic copies (PDF) of each document to the following office **by 3pm on Friday, April 29th:**

Joanne Watkins, Purchasing Agent  
Accounting Office  
Town of Queensbury  
742 Bay Road  
Queensbury, NY 12804

Consultant selection is anticipated by May 20, 2022. The final contract between the selected consultant and the Town of Queensbury will be drawn up at that time. Completion of the final document is expected by May 12, 2023.

#### **Award of Contract**

The Town Board of the Town of Queensbury shall authorize the award of a contract to a successful proposer based upon the evaluations and recommendations of the PSC. In the event that a contract cannot be finalized within thirty days of the award by the Town Board, the town reserves the right to enter negotiations with the proposal which received the second highest evaluation and the recommendation of the PSC.

In order to facilitate the negotiations of a contract, a model professional services agreement is attached hereto as Appendix B. The insurance requirements are set forth in section nine of this RFP. It is anticipated that the terms and conditions of the model professional services agreement attached hereto will be the terms and conditions of the professional services agreement entered as a result of the process. In the event that there are any terms and conditions contained in the model professional services agreement that the proposer is unwilling or unable to meet, the proposer shall identify them as a part of his/her proposal and offer their alternatives. The issues upon which the Town anticipates negotiations after evaluation of the proposals and recommendations by the PSC are fees, the term of the contract and the exact scope of services.

The final contract will consist of the final contract document together with its exhibits including but not limited to this RFP, any addendum issued hereto, the proposal submitted, and the insurance certificates.

#### **Indemnification**

The Town shall require the successful proposer to enter a contract which requires the proposer to be responsible for all damage to life and property due to negligent acts, errors or omissions of the contractor, his subcontractors, agents and employees, in the performance of the services required.

The successful proposer will agree to protect, defend, indemnify and hold the Town and its employees safe and harmless from, and against, any and all losses, claims, liens and demands made or asserted by third parties including the amount of judgements, penalties, interest, costs, court cost, and legal fees incurred by the Town for personal injuries, death or damages to persons or property, to the extent directly or proximately caused by the negligence or willful misconduct of the successful proposer (contractor). The successful proposer will enter an agreement to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at its sole expense, and will agree to bear all other costs and expenses related thereto, even if such claims, demands or suits are groundless, false or fraudulent.

In accordance with section 5-322.1 of the New York General Obligations Law, the requirements will not be construed to indemnify the Town for damage arising out of bodily injury to person or property caused by or resulting from the sole negligence of the Town or its employees.

### **Insurance Requirements**

The selected Consultant shall not commence work under this contract until he has obtained all insurance noted in Appendix C.

### **Affidavit of Non-Collusion**

Proposers shall submit a fully executed Affidavit Of Non-Collusion, found in Appendix D.

### **Required Provisions**

As required by New York law, the contract entered into will contain a clause known as the non-executory clause. The purpose of this clause is to provide that in the event funds are not appropriated for the continuation of the contract, a municipality may terminate the contract without penalty.

The contract will contain a beginning date and a term (length). No work should be commenced until the contract is fully executed and filed with the Town Clerk.

### **Inquiries**

All questions are to be directed via email to the contact person on the cover page of this RFP. Information obtained from any other source is not official and should not be relied upon. Questions shall be submitted via email on or before April 19, 2022, and will be replied to by addenda posted to the Town of Queensbury website at <https://www.queensbury.net/departments/purchasing/bids-rfps/>.

## Appendix A

### Attachment 2 to Exhibit A: NYSDOT Requirements for the SPR Final Report

**Copies of Final Report** – Four (4) color hard copies of a bound, final report is required at the conclusion of the SPR-funded study. An electronic PDF copy of the final report is required, as well. In addition to the final report, a one page document, summarizing the project and project findings, shall be provided for technical transfer purposes. This is required in PDF format only.

#### **Required Organization for the Final Report**

**Title Page** (front cover) - that contains:

- The SPR Project ID number (C#) assigned by the Research & Policy Studies Section of the Policy & Planning Division;
- The name of the SPR-funded study as stated in the Task Assignment (contract);
- The words “Final Report;”
- The date (month & year) the final report is completed;
- The name(s) of the Consultant(s) / Principal Investigator(s), along with the name(s) of the organization(s) they represent and their address(es); and,
- If the final report has a security classification, it shall be noted on the title page.

Disclaimer (inside cover) - as follows:

#### DISCLAIMER

This report was funded in part through grant(s) from the Federal Highway Administration, United States Department of Transportation, under the State Planning and Research Program, Section 505 of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the United States Department of Transportation, the Federal Highway Administration or the New York State Department of Transportation. This report does not constitute a standard, specification, regulation, product endorsement, or an endorsement of manufacturers.

Form DOT F 1700.7 – complete the standard form *Technical Report Documentation Page* used throughout the country to summarize federally funded transportation projects.

#### Table of Contents

Executive Summary - a non-technical summary of the planning and/or research and its findings.

Introduction – a discussion of the problem, its background, and a concise history of research previously completed on the topic, and a discussion of what NYSDOT policies, procedures, and practices are currently in place related to the research topic.

Research Method – a description of the methods used in conducting the research.

Findings and Conclusions – a discussion on the analysis of the data (findings) and the conclusions reached based on the findings. Suggestions for additional research, if appropriate, would appear in this section.

Statement on Implementation – a brief discussion on what would need to occur to introduce the results into practice, and a discussion on possible technology transfer activities.

Appendices – as appropriate

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT**, made the day of in the year by and between the Town of Queensbury, located at Town Hall, 742 Bay Road, Queensbury, New York 12804 (hereinafter called the "TOWN") and \_\_\_\_\_, located at \_\_\_\_\_, (hereinafter called the "CONSULTANT"):

**Witnesseth:**

**Whereas**, the TOWN has issued a Request For Qualifications for professional planning services in connection with the TOWN'S plan to develop and adopt an updated Comprehensive Land Use Plan and an updated zoning ordinance and

**Whereas**, the CONSULTANT has heretofore submitted a proposal for such professional planning services, and

**Whereas**, the TOWN has accepted the offer to the CONSULTANT for such professional planning services,

**Now, therefor the parties hereto do mutually covenant and agree as follows:**

ARTICLE I: SERVICES TO BE PERFORMED

The CONSULTANT shall perform the professional services hereinafter set forth under Article II entitled "SCOPE OF SERVICES" during the period from \_\_\_\_\_ to \_\_\_\_\_ .

ARTICLE II: SCOPE OF SERVICES

During the period of this agreement, the CONSULTANT agrees to perform the professional services set forth in detail in Schedule B attached hereto and made a part hereof.

ARTICLE III: AVAILABLE DATA

All technical or other related data relative to the Project in the possession of the TOWN or in the possession of the CONSULTANT shall be made available to the other party to this agreement without charge or expense to the other party.

ARTICLE IV: COOPERATION

The CONSULTANT shall cooperate with representative, agents and employees of the TOWN, and the TOWN shall cooperate with the representative, agents and employees of the CONSULTANT to the end that work may proceed expeditiously and economically.

ARTICLE V: FEES



In consideration of the terms and obligations of this agreement, the TOWN agrees to pay and the CONSULTANT agrees to accept as full compensation for all services rendered under this agreement, the fees and reimbursement determined according to the basis which follows: see Schedule C attached hereto and made a part hereof.

#### ARTICLE VI: EXTRA WORK

If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of this agreement and constitutes extra work, the CONSULTANT shall promptly notify the TOWN of the fact. The TOWN shall be the sole judge as to whether or not such work is in fact beyond the scope of this agreement and whether or not it constitutes extra work. In the event that the TOWN determines that such extra work does constitute extra work, it shall provide extra compensation to the CONSULTANT on a negotiated basis.

#### ARTICLE VII: ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the CONSULTANT. These records shall clearly identify the costs of the work performed under this agreement. Such records shall be subject to periodic and final audit by the TOWN upon request. Such records shall be accessible to the TOWN for a period of two (2) years following the date of final payment by the TOWN to the CONSULTANT for the performance of the work contemplated herein.

#### ARTICLE VIII: ASSIGNMENTS

The CONSULTANT specifically acknowledges, and does hereby agree that, pursuant to section 109 of the New York General Municipal Law, the CONSULTANT is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this agreement, or of the CONSULTANT'S right, title or interest therein, without the prior written consent of the TOWN.

#### ARTICLE IX: OWNERSHIP OF MATERIALS

All rights, title and ownership in and to all materials prepared under the provisions of this agreement shall be in the TOWN including the right of republication.

#### ARTICLE X: REPORTING DUTIES

The CONSULTANT shall in all appearances in connection with this agreement, appear as the professional planning consultant for the TOWN and shall report regularly to the Town Board, Town Supervisor's Office or Senior Planner as directed.

#### ARTICLE XI: RELATIONSHIP

The CONSULTANT shall be an independent contractor who is performing professional planning services on behalf of the TOWN. CONSULTANT, in accordance with its status as independent contractor agrees that it will conduct itself in a manner consistent with such status. CONSULTANT will not hold themselves out to be an officer or employee of the TOWN and will not make any claims, demand, or application to any right or privilege applicable to a TOWN officer or employee including, but not limited to, workers compensation

coverage, disability coverage, health and welfare plans, unemployment insurance benefits, social security coverage, or retirement membership or credit.

#### ARTICLE XII: INDEMNIFICATION

The CONSULTANT shall defend, indemnify and save harmless the TOWN, its employees and agents, from and against all claims, damages, losses out of, or in consequence of any negligent act or omission of the CONSULTANT, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

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

The CONSULTANT shall protect, defend, indemnify and hold the TOWN and its employees safe and harmless from, and against, any and all losses, claims, liens and demands made or asserted by third parties including the amount of judgements, penalties, interest, costs, court cost, and legal fees incurred by the TOWN for personal injuries, death or damages to persons or property, to the extent directly or proximately caused by the negligence or willful misconduct of CONSULTANT. The CONSULTANT shall investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at its sole expense, and will agree to bear all other costs and expenses related thereto, even if such claims, demands or suits are groundless, false or fraudulent.

In accordance with section 5-322.1 of the New York General Obligations Law, these requirements will not be construed to indemnify the TOWN for damage arising out of bodily injury to person or property caused by or resulting from the sole negligence of the TOWN or its employees.

#### ARTICLE XIII: INSURANCE

The CONSULTANT agrees to procure and maintain without additional expense to the TOWN, until final acceptance by the TOWN of the services covered by this agreement, insurance of the kinds and in the amounts provided and set forth in Schedule A attached hereto and made a part hereof. Before commencing work, the CONSULTANT shall furnish to the TOWN a certificate or certificates of insurance showing that the requirements of this article are met.

#### ARTICLE XIV: PAYMENTS BY CLAIM FORM

All payment to the CONSULTANT shall be made upon presentation of claim forms to the TOWN and submitted to the Executive Director for approval. Final authorization for payment rests with acceptance of the claim form and approval by the TOWN'S Comptroller.

#### ARTICLE XV: TERM OF AGREEMENT

This agreement shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_.

#### ARTICLE XVI: NON-EXECUTORY CLAUSE

This agreement shall be deemed executory only to the extent of monies available to the TOWN for the performance of the terms hereof, and no liability on account thereof shall be incurred by the TOWN beyond moneys available to it for the purpose thereof.

ARTICLE XVII: NON-APPROPRIATIONS CLAUSE

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise available to the TOWN for payment. The TOWN will immediately notify the CONSULTANT of such occurrence, and this agreement shall terminate on the last day of the fiscal period for which appropriations were received, without penalty or expense to the TOWN on any kind whatsoever, except as to those portions or payments herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE XVIII: VENUE AND CHOICE OF LAW

Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of New York and brought exclusively before the United States District Court for the Northern District of New York or the appropriate State Court located within the County of Warren.

ARTICLE XIX: RESOLUTION

All parties agree that they have read and reviewed the resolution which authorized this agreement and know and understand its contents. If the resolution incorporates a provision limiting the payment amount under the agreement, all parties acknowledge that the TOWN will not be held liable for payment above that amount.

ARTICLE XX: TERMINATION OF AGREEMENT

The TOWN and the CONSULTANT shall have the right at any time to terminate the work required of the CONSULTANT by this agreement upon thirty (30) days written notice of such termination. The CONSULTANT shall be entitled to compensation for all work authorized and performed prior to such date pursuant to this agreement. Compensation shall be in accordance with the articles of this agreement.

ARTICLE XXI: MISCELLANEOUS PROVISIONS

If any provision of this agreement shall be deemed void or unconstitutional by a court of competent jurisdiction, such determination shall not affect the other provisions of this contract or their enforceability.

**In witness whereof**, the parties hereto have caused this agreement to be executed.

Date: \_\_\_\_\_

\_\_\_\_\_

CONSULTANT'S NAME

Address:

Date: \_\_\_\_\_

\_\_\_\_\_

TOWN OF QUEENSBURY BY:

Title: Town Supervisor

Address: 742 Bay Road

Queensbury, NY 12804

Town Board Authorization: Res. \_\_\_\_\_

## Standard Contract Insurance Requirements

### INSURANCE

Contractor/vendor shall not commence work under this contract until he has obtained all insurance required under the following paragraphs and such insurance has been approved by the Town of Queensbury.

### WORKERS' COMPENSATION INSURANCE

Contractor/vendor shall take out and maintain during the life of this contract, workers' compensation insurance and employer's liability insurance for all of his employees employed at the site of the project. WC Forms C105.2 is mandatory and, C105.32 or C105.51 can be supplied if applicable.

### GENERAL LIABILITY INSURANCE

Contractor/vendor shall take out and maintain during the life of the contract, such bodily injury liability and property damage liability insurance as shall protect him and the Town from claims for damages for bodily injury including accidental death, as well as from claims for property damage which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. It shall be the responsibility of the contractor/vendor to maintain such insurance in amounts sufficient to fully protect himself and the Town but in no instance shall amounts be less than those set forth below. These amounts are specified only to establish the minimum coverage acceptable.

Bodily injury liability insurance in amounts not less than \$1,000,000 (one million dollars) for injuries, including wrongful death, to any one person(s). \$2,000,000 (two million dollars) aggregate.

Property damage liability insurance in an amount of not less than \$1,000,000 (one million dollars) for damages on account of any one occurrence.

Or combined single limit of liability in amounts of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) aggregate.

### OTHER CONDITIONS GENERAL LIABILITY INSURANCE

1. Coverage shall be written on comprehensive general liability form.
2. Coverage shall include:
  - A. Contractual liability;
  - B. Independent contractors;
  - C. Products and completed operations.
3. The "Town of Queensbury, 742 Bay Road, Queensbury, New York" shall be added to the Comprehensive General Liability Policy as "Additional Insured."

## AUTOMOBILE LIABILITY INSURANCE

Automobile bodily injury liability and property damage liability insurance shall be provided by the contractor/vendor with a minimum combined single limit (CSL) of \$1,000,000 (one million dollars).

## OTHER CONDITIONS OF AUTOMOBILE LIABILITY INSURANCE

1. Coverage shall include:

- A. All owned vehicles;
- B. Hired car and non-ownership liability coverage;
- C. Statutory no-fault coverage.

2. If any of the contractors/vendor's policies of insurance are canceled or not renewed during the life of the contract, immediate written notice of cancellation or non-renewal shall be delivered to the Town no less than 30 days prior to the date and time of cancellation or non-renewal.

## UMBRELLA LIABILITY

1. Each Occurrence and Aggregate of \$5,000,000 (five million dollars).

## CERTIFICATE OF INSURANCE

The Contractor/vendor shall file with the Town of Queensbury prior to commencing work under this contract, a certificate of insurance to be delivered to the Town of Queensbury Town Clerk's Office.

1. Certificate of Insurance shall include:

- A. Name and address of insured
- B. Issue date of Certificate
- C. Insurance Company name
- D. Type of coverage in effect
- E. Policy number
- F. Inception and expiration dates of policies included on certificate
- G. Limits of liability for all policies included on certificate
- H. Certificate holder shall be the Town of Queensbury, 742 Bay Road, Queensbury, New York 12804 and named as additional insured.

2. If the Contractors/Vendor's insurance policies should be non-renewed, canceled or expire during the life of the contract, the Town shall be provided with a new certificate indicating the replacement policy information as requested above.

## INDEMNIFICATION CLAUSE

The Contractor/Vendor agrees to protect, indemnify and save harmless the Town of Queensbury against any and all claims, suits and demands which the Contractor/Vendor and or the Town of Queensbury may suffer because of the operation or actions of the Contractor/Vendor, its agents or employees, including but not limited to its failure to properly perform the work under the purchase order, its failure to maintain any policy of insurance required by this purchase order, its failure or refusal to provide any forms, certificates or documentation required by this agreement or law.

**Appendix D**

**AFFIDAVIT OF NON-COLLUSION**

\_\_\_\_\_, being first duly sworn on oath deposes and states:

1. That in connection with this procurement,

(A) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposing firm or with any competitor;

(B) The prices which have been quoted in this proposal have not been knowingly disclosed by the proposing firm and will not knowingly be disclosed by the proposing firm prior to opening directly or indirectly to any other proposing firm or to any competitor; and

(C) No attempt has been made or will be made by the proposing firm to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

2. The undersigned further states:

(A) He is the person in the proposing firm's organization responsible within that organization for the decision as to the prices being proposed herein and that he has not participated, and will not participate, in any action contrary to (1) (A) through (1) (C) above; or

(B) (i) He is not the person in the proposing firm's organization responsible within that organization for the decision as to the prices being proposed herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1) (A) through (1) (C) above, and as their agent does hereby so certify; and

(2) He has not participated and will not participate, in any action contrary to (1) (A) through (1) (C) above.

3. It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the proposing firm to receive payment under any award made hereunder.

For Corporations:  
(Corporate Seal)

\_\_\_\_\_  
(Name) Indicate if corporation,  
partnership or sole proprietor

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name and Office held in Proposing firm Organization)



Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 22.

\_\_\_\_\_  
Notary Public