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October 6, 2025

Mayor Michael Newhard and Board of Trustees  
Village of Warwick  
77 Main Street  
Warwick, NY 10990

**Re: Warwick Village Well #3 Water Treatment Plant  
General Contract Payment Application #12**

Dear Mayor Newhard and Board of Trustees:

Please let this letter serve as background for the above-mentioned payment application.

We have reviewed the Application for Payment #12 from TAM Enterprises, Inc for the Warwick Village Well #3 Water Treatment Plant project. As of September 30, 2025, 85% of the piping, mini split, analyzers, UV system, and the eyewash and shower station have been installed.

We recommend the approval of the payment of \$140,953.29. The balance amount to close the project, including retainage, is \$430,296.11.

Should you have any questions or require anything further in this matter, please contact our office.

Very truly yours,



**Darren D. Doetsch, PE**  
Vice President

DDD/AB/lk  
Enc.



# AIA® Document G702® – 1992

## Application and Certificate for Payment

TO OWNER: Village of Warwick  
77 Main Street  
Warwick, NY

PROJECT: Village of Warwick - Well #3 WTP

APPLICATION NO: 0012

Distribution to:

OWNER: [ ]

PERIOD TO: September 30, 2025

ARCHITECT: [ ]

CONTRACT FOR: General Construction

CONTRACTOR: [ ]

FROM TAM Enterprises

VIA Pitingaro & Doetsche Consulting Engineers  
P.C.

CONTRACT DATE: N/A

FIELD: [ ]

CONTRACTOR

ARCHITECT: 20 Industrial Drive  
Middletown, NY 10941

PROJECT NOS: 2431 / /

OTHER: [ ]

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703<sup>1</sup>, Continuation Sheet, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM..... 1,196,000.00  
2. NET CHANGE BY CHANGE ORDERS..... 0.00  
3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$1,196,000.00  
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)..... \$806,004.10  
5. RETAINAGE:  
a. 5% of Completed Work  
(Column D + E on G703: \$806,004.10) = \$40,300.20  
b. 5% of Stored Material  
(Column F on G703: 0.00) = 0.00  
Total Retainage (Lines 5a + 5b or Total in Column I of G703)..... \$40,300.20

CONTRACTOR:

By:

State of:

County of:

New Jersey  
Bergen

Date:

9/29/25

Subscribed and sworn to before

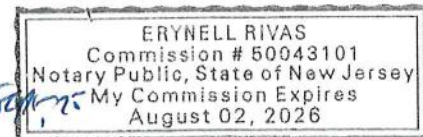
me this

Notary Public:

My Commission expires:

289  
8/2/24

day of



### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....

\$140,953.29

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date:

10/7/2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

6. TOTAL EARNED LESS RETAINAGE.....  
(Line 4 Less Line 5 Total)  
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....  
(Line 6 from prior Certificate)  
8. CURRENT PAYMENT DUE.....  
9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 less Line 6) \$430,296.11

| CHANGE ORDER SUMMARY                               | ADDITIONS | DEDUCTIONS |
|----------------------------------------------------|-----------|------------|
| Total changes approved in previous months by Owner | 0.00      | 0.00       |
| Total approved this Month                          | 0.00      | 0.00       |
| TOTALS                                             | 0.00      | 0.00       |
| NET CHANGES by Change Order                        |           | 0.00       |



# AIA® Document G703® – 1992

## Continuation Sheet

AIA Document G702<sup>®</sup>, Application and Certification for Payment, or G732<sup>™</sup>, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

Village of Warwick - Well #3  
WTP

APPLICATION NO:

012

APPLICATION DATE:

09-30-2025

PERIOD TO:

September 30, 2025

ARCHITECT'S PROJECT NO:

Pitingaro & Doetsch

| A<br>ITEM NO. | B<br>DESCRIPTION OF WORK                                                                                                                                    | C<br>SCHEDULED VALUE | D<br>WORK COMPLETED               |             | F<br>MATERIALS PRESENTLY STORED (NOT IN D OR E) | G<br>TOTAL COMPLETED AND STORED TO DATE (D + E - F) |         | H<br>BALANCE TO FINISH (C - G) | I<br>RETAINAGE (IF VARIABLE RATE) |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-----------------------------------|-------------|-------------------------------------------------|-----------------------------------------------------|---------|--------------------------------|-----------------------------------|
|               |                                                                                                                                                             |                      | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD |                                                 |                                                     | % (G+C) |                                |                                   |
| 1             | Bonds and Insurance                                                                                                                                         | 29,900.00            | 29,900.00                         | 0.00        | 0.00                                            | 29,900.00                                           | 100.00% | 0.00                           | 1,495.00                          |
| 2             | Submittals                                                                                                                                                  | 50,700.00            | 48,165.00                         | 0.00        | 0.00                                            | 48,165.00                                           | 95.00%  | 2,535.00                       | 2,408.25                          |
| 3             | Mobilization/Demobilization                                                                                                                                 | 22,183.00            | 11,091.50                         | 0.00        | 0.00                                            | 11,091.50                                           | 50.00%  | 11,091.50                      | 554.58                            |
| 4             | Demolition of Existing Treatment Building and Well Pump                                                                                                     | 51,047.00            | 51,047.00                         | 0.00        | 0.00                                            | 51,047.00                                           | 100.00% | 0.00                           | 2,552.35                          |
| 5             | Furnish and Install a new treatment building with drainage foundation floor walls roof windows doors and all other items specified                          | 267,460.00           | 267,460.00                        | 0.00        | 0.00                                            | 267,460.00                                          | 100.00% | 0.00                           | 13,373.00                         |
| 6             | Furnish and Install proposed well pump radar level sensor VFD and control panel. Electrical connections by others                                           | 140,810.00           | 0.00                              | 0.00        | 0.00                                            | 0.00                                                | 0.00%   | 140,810.00                     | 0.00                              |
| 7             | Furnish and Install SCADA panel and system.                                                                                                                 | 34,602.00            | 0.00                              | 0.00        | 0.00                                            | 0.00                                                | 0.00%   | 34,602.00                      | 0.00                              |
| 8             | Furnish and Install UV system and appurtenances.                                                                                                            | 85,294.00            | 0.00                              | 76,764.60   | 0.00                                            | 76,764.60                                           | 90.00%  | 8,529.40                       | 3,838.23                          |
| 9             | Furnish and Install an 80-kw natural gas generator with weather enclosure and compatible ATS including natural gas piping. Electrical Connections by others | 57,890.00            | 46,312.00                         | 0.00        | 0.00                                            | 46,312.00                                           | 80.00%  | 11,578.00                      | 2,315.60                          |
| 10            | Furnish and Install a chemical injection system                                                                                                             | 26,275.00            | 25,555.60                         | 0.00        | 0.00                                            | 25,555.60                                           | 97.26%  | 719.40                         | 1,277.78                          |
| 11            | Furnish and Install cartridge filter housings                                                                                                               | 86,198.00            | 77,578.20                         | 0.00        | 0.00                                            | 77,578.20                                           | 90.00%  | 8,619.80                       | 3,878.91                          |
| 12            | Furnish and Install a flow meter turbidity analyzer                                                                                                         | 101,585.00           | 38,145.57                         | 38,043.18   | 0.00                                            | 76,188.75                                           | 75.00%  | 25,396.25                      | 3,809.44                          |

| A        | B                                                                                                                                      | C                   | D                                 | E                 | F                                          | G                                              |               | H                         | I                            |
|----------|----------------------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------------------------|-------------------|--------------------------------------------|------------------------------------------------|---------------|---------------------------|------------------------------|
| ITEM NO. | DESCRIPTION OF WORK                                                                                                                    | SCHEDULED VALUE     | WORK COMPLETED                    |                   | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D - E - F) | %(G+C)        | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE RATE) |
|          |                                                                                                                                        |                     | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD       |                                            |                                                |               |                           |                              |
|          | chloriner esidual analyzers<br>chart recorders pressure<br>gauges a pressure transmitter<br>and all other instrumentation<br>specified |                     |                                   |                   |                                            |                                                |               |                           |                              |
| 13       | Furnish and Install a mini<br>split system electrical unit<br>heaters and an exhaust fan<br>and louver.                                | 23,953.00           | 0.00                              | 21,557.70         | 0.00                                       | 21,557.70                                      | 90.00%        | 2,395.30                  | 1,077.88                     |
| 14       | Furnish and Install a ductile<br>iron pipe and fittings.                                                                               | 64,354.00           | 48,265.50                         | 6,435.40          | 0.00                                       | 54,700.90                                      | 85.00%        | 9,653.10                  | 2,735.04                     |
| 15       | Furnish and Install a shower<br>and eyewash station<br>combination unit                                                                | 6,190.00            | 0.00                              | 5,571.00          | 0.00                                       | 5,571.00                                       | 90.00%        | 619.00                    | 278.55                       |
| 16       | Furnish and Install ADA<br>compliant bathroom                                                                                          | 12,176.00           | 0.00                              | 0.00              | 0.00                                       | 0.00                                           | 0.00%         | 12,176.00                 | 0.00                         |
| 17       | Furnish and Install all water<br>supply piping and drainage<br>piping                                                                  | 7,208.00            | 2,883.20                          | 0.00              | 0.00                                       | 2,883.20                                       | 40.00%        | 4,324.80                  | 144.16                       |
| 18       | Start-up                                                                                                                               | 10,350.00           | 0.00                              | 0.00              | 0.00                                       | 0.00                                           | 0.00%         | 10,350.00                 | 0.00                         |
| 19       | Punch List                                                                                                                             | 10,350.00           | 0.00                              | 0.00              | 0.00                                       | 0.00                                           | 0.00%         | 10,350.00                 | 0.00                         |
| 20       | Close out                                                                                                                              | 7,475.00            | 0.00                              | 0.00              | 0.00                                       | 0.00                                           | 0.00%         | 7,475.00                  | 0.00                         |
| 21       | Stated Allowance for<br>Unforeseen Items                                                                                               | 100,000.00          | 11,228.65                         | 0.00              | 0.00                                       | 11,228.65                                      | 11.23%        | 88,771.35                 | 561.43                       |
| 22       | CO#1 Excavation Existing<br>Valves (7,050.70)                                                                                          | 0.00                | 0.00                              | 0.00              | 0.00                                       | 0.00                                           | 0.00%         | 0.00                      | 0.00                         |
| 23       | CO#2 Labor and Materials<br>Reinforce and pour footing<br>24x10 Basement Wall<br>(4,177.95)                                            | 0.00                | 0.00                              | 0.00              | 0.00                                       | 0.00                                           | 0.00%         | 0.00                      | 0.00                         |
|          | <b>GRAND TOTAL</b>                                                                                                                     | <b>1,196,000.00</b> | <b>657,632.22</b>                 | <b>148,371.88</b> | <b>0.00</b>                                | <b>806,004.10</b>                              | <b>67.39%</b> | <b>389,995.90</b>         | <b>40,300.20</b>             |

## UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

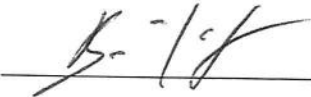
Name of Claimant: TAM Enterprises, Inc  
Name of Customer: TAM Enterprises, Inc  
Job Location: Well #3 WTP  
  
Owner: Village of Warwick  
Date Through: September 30, 2025  
  
Exceptions:

### Unconditional Waiver and Release Signature

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed above, the Releases or Waivers of Lien attached hereto, include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of work, labor or services who have or may have liens or encumbrances or the right to assert fees or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

The claimant has received the following progress payment: \$624,750.61

The current payment amount is: \$140,953.29

Claimant's Signature: 

Claimant's Title: Vice President

Date of Signature: 9/29/20

**Services Related to  
Two Transportation Safety Initiatives:  
Townwide Transportation Safety Action Plan  
and  
Slow Down Warwick Demonstration Projects**

**Village and Town of Warwick, Orange County, NY**

# **Consultant Agreement**

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Prepared by:



**Creighton Manning Engineering & Surveying, PLLC**

2 Winners Circle  
Albany, New York 12205  
PH: 518.446.0396

**October 3, 2025**

CM Project R250932.00

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  - Appendix A – Standard Clauses for New York State Contracts
  - Appendix B - Requirements for Federally Aided Transportation Projects
- III. Attachment B – Scope of Services**
- IV. Attachment C**
  - Cost Proposal
- V. Insurance Certificates**

## **EXECUTIVE SUMMARY**

### **CONSULTANT AGREEMENT**

**Services Related to Two Transportation Safety Initiatives:  
Townwide Transportation Safety Action Plan and  
Slow Down Warwick Demonstration Projects  
Village and Town of Warwick, Orange County, New York**

This Consultant Agreement covers the provision of professional services for two transportation safety initiatives. The Village of Warwick Board of Trustees, at its meeting on August 8, 2025, accepted the proposal from Creighton Manning Engineering & Surveying, PLLC ("Creighton Manning") to provide transportation planning services for two transportation safety initiatives under the Safe Streets 4 All (SS4A) grant. Creighton Manning has prepared the attached Consultant Agreement, Scope of Services, and Fee.

#### **Project Description**

The project involves the preparation of two transportation safety initiative that will guide future implementation of safety improvements to reduce or eliminate roadway fatalities and serious injuries. All work will be done in accordance with applicable Federal and State standards.

Creighton Manning's proposal, dated May 23, 2025, summarizes the Scope of Services and Technical Approach.

#### **Schedule and Cost**

It is anticipated the project will be completed within 21 months of initiation. The two initiatives will be financially tracked separately. The cost is summarized as follows:

|                                            |                  |
|--------------------------------------------|------------------|
| Townwide Transportation Safety Action Plan | \$180,060        |
| Slow Down Warwick Demonstration Projects   | <u>\$ 59,200</u> |
| Total Compensation                         | \$239,260        |

# Consultant Contract

Municipal Contract No. \_\_\_\_\_

Agreement made this \_\_\_\_\_ day of October, 2025 by and between

**Village of Warwick**

(municipal corporation)

having its principal office at **77 Main Street, Warwick, NY 10990**

(to be known throughout this document as the "**Sponsor**")

and

**Creighton Manning Engineering & Surveying PLLC** with its office at **2 Winners Circle, Albany, NY 12205**

(to be known throughout this document as the "**Consultant**")

**WITNESSETH:**

WHEREAS, in connection with a Safe Streets for All (SS4A) grant funded project identified for the purposes of this contract as **Two Transportation Safety Initiatives** (as described in detail in Attachment A annexed hereto, the "Project") the Sponsor has sought to engage the services of a Consultant to perform the scope of services described in Attachment B annexed hereto; and

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

WHEREAS, **Mayor Michael J. Newhard**, is authorized to enter this Contract on behalf of the Sponsor,

NOW, THEREFORE, the parties hereto agree as follows:

## ARTICLE 1. DOCUMENTS FORMING THIS CONTRACT

This contract consists of the following:

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

**ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS**

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

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

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

**ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT**

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

(Continued next page)

☐ **3.1 Cost Plus Fixed Fee Method**

| ITEM            | DESCRIPTION OF ITEMS WITHIN METHOD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | APPLICABLE RATE/AMT or %                                                                                                                                                                                                                                                                                                                                                                                                                                                          | INTERIM PAYMENTS                                                                                                                                                                                                                                                                                                 |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item I</b>   | <ul style="list-style-type: none"> <li>Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Contract, plus properly allocable partial salaries of all persons working part-time on this PROJECT.</li> <li>The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Sponsor.</li> <li>If, within the term of this Contract, any direct salary rates are paid in excess of the maximums shown in Attachment C, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance</li> </ul> | <ul style="list-style-type: none"> <li>Actual cost incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative.</li> <li>Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Contract, all subject to audit.</li> <li>Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Sponsor.</li> </ul> | <ul style="list-style-type: none"> <li>The CONSULTANT shall be paid in Monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C.</li> <li>Bills are subject to approval of the Sponsor and Sponsor's Representative.</li> </ul> |
| <b>Item II</b>  | Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Contract; all subject to audit.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                  |
| <b>Item III</b> | Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Salvage value                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                  |

☐ **3.1 Cost Plus Fixed Fee Method**

| ITEM           | DESCRIPTION OF ITEMS WITHIN METHOD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | APPLICABLE RATE/AMT or %                                                                                                                                                                                                                                                      | INTERIM PAYMENTS |
|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <b>Item IV</b> | <p>Overhead Allowance based on actual allowable expenses incurred during the term of this Agreement, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations, sub part 1-31.2 as modified by sub part 1-31.105 ("FAR "), and applicable policies and guidelines of the Municipality, NYSDOT and FHWA.</p> <p>For the purpose of this Agreement, an accounting period shall be the CONSULTANT's fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Municipality for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this Item.</p> | The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, and shall be a FAR compliant rate initially established as XX% for Field, XX% for Office. In all events the above rates shall not exceed XX%. |                  |
| <b>Item V</b>  | <ul style="list-style-type: none"> <li>○ Negotiated Lump Sum Fixed Fee.</li> <li>○ Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                      | A negotiated Lump Sum Fee which in this CONTRACT shall equal_____.                                                                                                                                                                                                            |                  |
| <b>Item VI</b> | The Maximum Amount Payable under this Contract including Fixed Fees unless this contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Maximum Amount Payable under this Method shall be _____.                                                                                                                                                                                                                      |                  |

| <input type="checkbox"/> 3.2 Specific Hourly Rate Method |                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ITEM                                                     | DESCRIPTION OF ITEMS WITHIN METHOD                                                                                                                                                                                                 | APPLICABLE RATE/ AMOUNT OR PERCENTAGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                      |
| <b>Item I</b>                                            | Specific Hourly rates of pay shown in Attachment C for employees assigned to this PROJECT. The Specific Hourly rates and all components of those rates are not subject to audit. The number of hours charged are subject to audit. | Rates in Attachment C                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <ul style="list-style-type: none"> <li>○ The CONSULTANT shall be paid in Monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C.</li> <li>○ Bills are subject to approval of the Sponsor and Sponsor's Representative.</li> </ul> |
| <b>Item II</b>                                           | Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Contract; all subject to audit.                                                                                                                            | <ul style="list-style-type: none"> <li>○ Actual costs incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative.</li> <li>○ All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Dept. of Labor.</li> <li>○ For Reimbursable Direct Non-Salary Costs a multiple of <b>One</b> times shall be applied to the expenses incurred by the Consultant, the consultant's employees, or the subconsultant not to exceed \$_____.</li> </ul> |                                                                                                                                                                                                                                                                                                                      |
| <b>ITEM III</b>                                          | Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor.      | Salvage value                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                      |

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

| <input checked="" type="checkbox"/> 3.3 Lump Sum Cost Plus Reimbursables Method |                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                      |
|---------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ITEM                                                                            | DESCRIPTION OF ITEMS WITHIN METHOD                                                                                                                                                                                               | APPLICABLE RATE/ AMOUNT OR PERCENTAGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                      |
| ITEM I                                                                          | A Lump Sum paid to Consultant for the scope of services hereunder, unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed. | A Lump Sum of \$239,260.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <ul style="list-style-type: none"> <li>○ The CONSULTANT shall be paid in Monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C.</li> <li>○ Bills are subject to approval of the Sponsor and Sponsor's Representative.</li> </ul> |
| ITEM II                                                                         | Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Contract; all subject to audit.                                                                                                                          | <ul style="list-style-type: none"> <li>○ Actual costs incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative.</li> <li>○ All reimbursement for travel, meals and lodging shall be made at actual cost paid, but such reimbursement shall not exceed the per diem rates established by NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Dept. of Labor.</li> <li>○ For Reimbursable Direct Non-Salary Costs a multiple of <b>One</b> times shall be applied to the expenses incurred by the Consultant, the</li> </ul> |                                                                                                                                                                                                                                                                                                                      |

| <input checked="" type="checkbox"/> 3.3 Lump Sum Cost Plus Reimbursables Method |                                                                                                                                                                                                                                                            |                                                |  |
|---------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|--|
| ITEM                                                                            | DESCRIPTION OF ITEMS WITHIN METHOD                                                                                                                                                                                                                         | APPLICABLE RATE/ AMOUNT OR PERCENTAGE          |  |
|                                                                                 |                                                                                                                                                                                                                                                            | consultant's employees, or the subconsultants. |  |
| ITEM III                                                                        | Items required to be purchased for this Project, as consented to by Sponsor, not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor. | Salvage value                                  |  |

**ARTICLE 4. INSPECTION**

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

**ARTICLE 5. AUDITS**

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

- A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct non-salary, overhead, and fee.
- B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.
- C. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.

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

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

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

**ARTICLE 6. FINAL PAYMENT**

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

**ARTICLE 7. EXTRA WORK**

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

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

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

#### **ARTICLE 8. CONSULTING LIABILITY**

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

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

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

#### **ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE**

This contract shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this contract, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this contract. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this contract in the sum of at least \$1,000,000.00 (One Million Dollars) each, with the commercial general liability allocated as \$1,000,000 (One Million Dollars) per occurrence and \$2,000,000 (Two Million Dollars) in the aggregate, and with the automobile liability allocated as \$1,000,000 (One Million Dollars) per accident. The Sponsor, its officers and employees must be additional insureds on a primary and noncontributory basis of said policies. The CONSULTANT shall waive subrogation against the Sponsor, its officers and employees. The CONSULTANT must provide 15 (fifteen)-day written notice prior to cancellation, suspension, or modification of said policies.

The CONSULTANT shall furnish a certified copy of certificates of insurance and policy endorsements for said policies to the Sponsor at the time of execution of this contract.

#### **ARTICLE 10. INTERCHANGE OF DATA**

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

#### **ARTICLE 11. RECORDS RETENTION**

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

#### **ARTICLE 12. DAMAGES AND DELAYS**

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

#### **ARTICLE 13. TERMINATION**

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

- A. for convenience of the Sponsor - if a termination is brought about for the convenience of the Sponsor and not as a result of unsatisfactory performance on the part of the

CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.

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

#### **ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT**

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

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

#### **ARTICLE 15. CODE OF ETHICS**

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

#### **ARTICLE 16. INDEPENDENT CONTRACTOR**

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

#### **ARTICLE 17. COVENANT AGAINST CONTINGENT FEES**

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Sponsor shall have the right to

annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### **ARTICLE 18. TRANSFER OF AGREEMENT**

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

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

#### **ARTICLE 19. PROPRIETARY RIGHTS**

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

#### **ARTICLE 20. SUBCONTRACTORS/ SUBCONSULTANTS**

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

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

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<sup>1</sup> <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=936406b1c92895795069232a53fb110f&rqn=div8&view=text&node=49:1.0.1.1.20.2.18.5&idno=49>

**ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29**

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

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

**ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS**

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

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

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

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

**ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT**

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

**ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS**

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

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

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

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

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

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

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

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

#### **ARTICLE 27. WAGE AND HOURS PROVISIONS**

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

#### **ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION**

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

#### **ARTICLE 29. SERVICE OF PROCESS**

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

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

#### **ARTICLE 30. DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA**

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

**ARTICLE 31. MISCELLANEOUS**

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

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

Reference: Sponsor Contract # \_\_\_\_\_

|             |                      |
|-------------|----------------------|
| Sponsor     | Consultant           |
| by: _____   | by: <u>ELV Woods</u> |
| Date: _____ | Date: 10/6/25        |

**Municipality Acknowledgement**

STATE OF NEW YORK

SS:

COUNTY OF Orange

On this \_\_\_\_\_ day of October, 2025 before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the \_\_\_\_\_, New York; that he/she is the Mayor of the Village of Warwick, the municipality described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Sponsor.

Notary Public, \_\_\_\_\_ County, NY

**Consultant Acknowledgement**

STATE OF NEW YORK

SS:

COUNTY OF Albany

On this 6<sup>th</sup> day of October, 2025 before me, Edward V. Woods, personally appeared to me known, who, being by me duly sworn, did depose and say; that he resides in the City of Saratoga Springs, New York; that he is a Co-President in Creighton Manning Engineering & Surveying, PLLC and that this instrument was signed on behalf of said Professional Limited Liability Company by authority of its operating procedures; and said Edward V. Woods, acknowledge this instrument to be the free act and deed of said Professional Limited Liability Company.

HILLARY M. FOSTER  
Notary Public, State of New York  
No. 01FO6245668  
Qualified in Albany County  
Commission Expires August 1, 2027

Hillary M Foster (Hillary M Lippman)  
Notary Public, Albany County, N.Y.

## Attachment A

### Project Description and Funding

PIN: N/ATerm of Agreement Ends: December 31, 2027BIN: N/A

☒ Main Agreement   ☐ Amendment to Agreement [#]   ☐ Supplement to Agreement [SA #]

#### Phase of Project Consultant to work on:

☒ Planning   ☐ ROW Incidentals   ☐ ROW Acquisition   ☐ Construction, C/I, & C/S

Dates or term of Consultant Performance:

Start Date: September 1, 2025Finish Date: December 31, 2027

#### PROJECT DESCRIPTION:

**Services Related to Two Transportation Safety Initiatives:  
Townwide Transportation Safety Action Plan and  
Slow Down Warwick Demonstration Projects**

#### Project Location:

**Town and Village of Warwick, Orange County, New York**

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

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

**\$ 239,260**

## **APPENDIX A**

# **STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**

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## **STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

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

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

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

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

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

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

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

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

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

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

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

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

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

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

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

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

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

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

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public

Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

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

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

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

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

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

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

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

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

seeking compliance, recovering damages, or declaring the Contractor in default.

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

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

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

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

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

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

**NON DISCRIMINATION/EEO/DBE REQUIREMENTS**

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

1. **NON DISCRIMINATION.** No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

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

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

### **FEDERAL SINGLE AUDIT REQUIREMENTS**

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

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

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

## **THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE**

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

## **THE CFDA IDENTIFICATION NUMBER**

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

**The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.**

**Additional CFDA numbers for other transportation and non-transportation related programs are:**

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

## **PROMPT PAYMENT MECHANISMS**

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

**(a)** You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

**(b)** You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

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

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

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<sup>2</sup> <http://www.cfda.gov/>

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

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

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

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

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

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

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

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

### **CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS**

In accordance with 46 CFR 381, the contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### \* APPLICANT'S ORGANIZATION

Creighton Manning Engineering and Surveying, PLLC

#### \* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix:

Mr.

\* First Name:

Edward

Middle Name:

V.

\* Last Name:

Woods

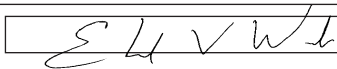
Suffix:

PE

\* Title:

Co-President

\* SIGNATURE:



\* DATE:

October 3, 2025

May 23, 2025



## VILLAGE OF WARWICK TRANSPORTATION PLANNING SERVICES

**Submitted to:**

Raina Abramson  
Village Clerk  
Village of Warwick  
77 Main Street  
P.O. Box 369, Warwick, NY 10990

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# COVER LETTER



May 23, 2025

Raina Abramson, Village Clerk  
Village of Warwick  
77 Main Street  
Warwick, NY 10990  
Email: [clerk@villageofwarwick.org](mailto:clerk@villageofwarwick.org)



**Re: Townwide Transportation Safety Action Plan and Slow Down Warwick Demonstration Projects**

Dear Ms. Abramson:

Roadway fatalities and serious injuries have a devastating effect on our local communities and therefore require the utmost prioritization for intervention. We understand that the Town of Warwick saw the success of the Village's plan, *Way2Go Warwick*, and decided to expand the work to include the larger town. We also understand that part of these safety efforts requires getting interventions in place quickly to help raise awareness and hopefully gather data about the impacts of these treatments. Pairing the larger townwide plan with short-term actions makes sense and we think Creighton Manning's safety-focused work in transportation planning, traffic engineering, and roadway design will bring value and vision to the Town and villages.

Creighton Manning provides expertise in safety assessments and screening, GIS-based crash analysis and mapping, innovative public engagement, and research on best practices in traffic calming and complete streets (policies, programs, and projects). This experience is directly applicable to the safety action plan, and we will be joined by **VHB** and **Transpo Group**, who will assist with conducting the crash analysis and developing effective countermeasures, as well as contributing to other parts of the plan development. We are currently collaborating with each of them on two separate Safe Streets and Roads for All safety action plans. For "Slow Down Warwick", Creighton Manning will use our design expertise, experience developing demonstration projects, work conducting before/after studies, and public engagement skills to ensure that ideas are communicated clearly to all audiences.

The transportation planners and engineers we have identified for this project are very knowledgeable about best practices in pedestrian planning and design, as well as transportation safety and roadway engineering. The key staff and the proposed team have strong technical expertise, experience with SS4A projects, and a deep understanding of the industry standards and best practices across various aspects of planning and engineering.

Michael Amabile, AICP will serve as Creighton Manning's overall project manager and main point of contact for the Village. Key staff include Zach Broat who will lead the Safety Action Plan and Amanda LaRosa, PE who will lead "Slow Down Warwick". Both projects will benefit from the support of other planners and engineers including Jared Anderson, PE, Catherine Romano, PE, Ben Freiman, Melissa Marton, AICP, and others from our firm and our partners. There is more information on their work and the related projects in our proposals.

Thank you for the opportunity to submit this unified proposal. We are a team of dedicated transportation professionals who care deeply about our work and believe strongly that good planning and design not only saves lives but can transform communities for generations. If there are any questions, please contact me at 518.689.1837 or [msargent@cmellp.com](mailto:msargent@cmellp.com).

Respectfully submitted,  
*Creighton Manning Engineering and Surveying, PLLC*

Mark A. Sargent, PE  
Principal-in-Charge/Group Leader

# TECHNICAL APPROACH



# Project Understanding and Approach

## Project Understanding

The Village of Warwick is seeking a trusted consultant to provide a variety of services related to traffic engineering and planning, design, and implementation in support of their goals to improve traffic safety by reducing driver behavior-related crashes within their community.

## Technical Approach – Townwide Transportation Safety Action Plan

Creighton Manning has incorporated all proposed work in this Technical Approach. While we have structured the tasks differently, this approach ensures a comprehensive and efficient plan to meet both the Village’s tasks as listed in the RFP as well as the official requirements of a FHWA-funded Safety Action Plan. Our schedule and fee are based on this organization of tasks.

### Task 1. Project Coordination, Goal Setting, Kick Off

This task includes the following Safety Action Plan Components:

- **Leadership Commitment and Goal Setting**

Creighton Manning (CM) intends to work in close cooperation with the Village of Warwick (Village), establishing regular communication and facilitating group meetings. Coordination calls, emails, and virtual meetings between the CM team and the Village will occur as needed throughout the project, with a standing monthly virtual check-in. Creighton Manning will facilitate a kick-off meeting with the Board to review this scope, project goals and guiding principles, available data, and potential needs and communication protocols. Creighton Manning will also meet with the Village Project staff to set expectations around management of workforce development tasks and training. Creighton Manning is committed to helping the Village achieve their goals for workforce development and youth engagement to within the budget and time available to also complete the other tasks. During this time, Creighton Manning will work with the Village and Town staff to determine how best to coordinate with the *Slow Down Warwick* public awareness and demonstration campaign. While we obviously hope that the Creighton Manning team will be selected to assist with that RFP as well, we understand these are separate opportunities.

Creighton Manning will perform a high-level review of crash data and summarize the number of fatalities and serious injuries, annual fatality and serious injury rates, vulnerable road user fatalities and serious injuries over the last 5 years for the entire study area. The results of the trends analysis will be used to develop the Village’s crash reduction goals and formalize a leadership commitment toward eliminating fatal and serious injury crashes as the terms of the Safe Streets for All grant require. In addition to the trends analysis, we will draft language for an official resolution to this effect. This draft text will be based on text available from municipalities, organizations, and agencies that have adopted resolutions, ordinances, or policies to reduce roadway fatalities and serious injuries. The draft text will be circulated to the relevant leaders for their review and input, prior to finalizing these documents. We will also review other planning work done in the town and the region, especially, but not limited to, a close review of the *Way2Go Warwick* plan. Creighton Manning will work closely with the Town and Villages to understand what they want to see carried into this effort and

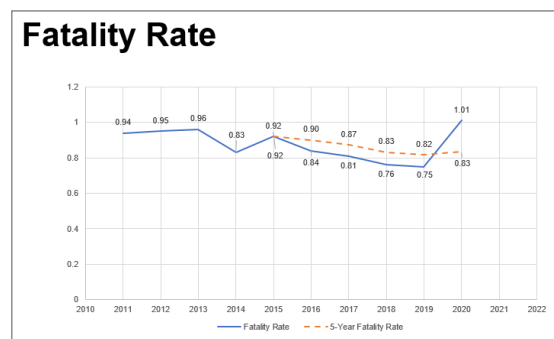


Figure 1: Trends Analysis for Goal Setting

what aspects they would like to change from that plan. Finally, Creighton Manning will meet with the Village and Town staff and interns to better understand their work to conduct outreach to underserved communities and see how the teams can collaborate and learn from each other.

### Task 1 Deliverables:

- Kick-off Meeting and Meeting Summary
- Draft Resolution/Ordinance/Policy Text

### Task 1 Assumptions:

- All monthly meetings with the Village will be virtual unless they overlap with an in-person meeting or field work
- Village staff will manage interns working on the project, with support from CM on project details

## Task 2. Stakeholder Engagement

This task includes the following Safety Action Plan Components:

- **Planning Structure**
- **Engagement and Collaboration**

The planners and engineers at Creighton Manning are well-versed in stakeholder engagement and public outreach, having facilitated engagement efforts in transportation projects of various sizes across New York State. For this task, CM's goal is to lead meaningful and inclusive engagement with residents, community, and key stakeholders to personalize efforts toward street safety and to support the Safety Action Plan.

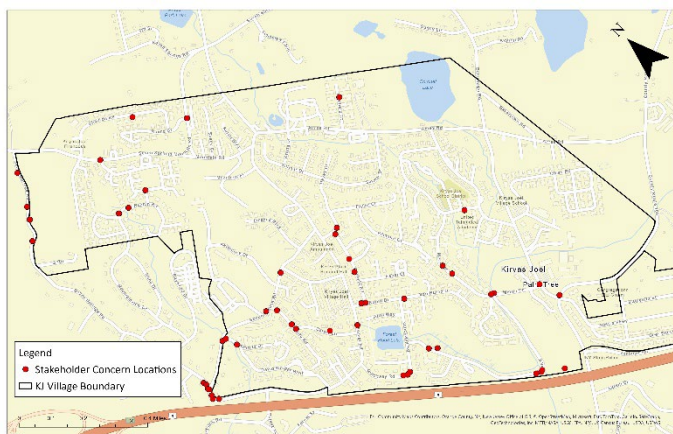


Figure 2: Stakeholder Concern Map

A stakeholder engagement strategy will be developed and reviewed, as well as plans for the project website and to facilitate stakeholder awareness and input as the study progresses. Stakeholder input over the course of the project will be geocoded into an online map, creating both a useful resource for local concerns and an engagement tracking mechanism. All GIS-and web-based products will be integrated with the final Safety Action Plan. Creighton Manning will work with the Village to establish a Stakeholder Advisory Group (SAG) with a variety of perspectives on roadway safety. This group could include local officials, public works leaders, public safety professionals, regional officials, or other interested and relevant parties to promote intergovernmental collaboration. This will comprise the “planning structure” for the project.

Over the project schedule, Creighton Manning will convene six (6) meetings with the SAG to discuss Key Focus Areas. These areas will be determined by patterns recognized in the crash analysis. Our outreach plan will also include nine (9) public meetings with broad attendance from both community groups and the private sector. Three (3) of these public meetings will be “planwide open meetings” meant to engage the Town as a whole, focused more on the areas outside of the incorporated villages. Six (6) “village-level open meetings” will be targeted toward specific safety concerns within the villages of Florida, Greenwood Lake, and Warwick.

Creighton Manning would suggest that the meetings be scheduled to have an initial planwide meeting, then one set of the village level meetings, then the second planwide, then the next set of village-level, and finally a planwide open meeting.

The initial meetings will provide background information and introduce the study, encouraging questions about its development and collecting information about public street safety concerns. The second public meeting, held after some analysis and work toward recommendations, will provide an update on our progress and demonstrate how community input has informed the study. The final public meeting will present proposed projects, strategies, and policy changes that the Safety Action Plan will recommend to meet the Townwide crash reduction goals.

Public meetings will be promoted online and circulated through community networks of SAG members as well as by physical flyers posted prominently throughout the Town.

Additionally, Village staff will lead a series of up to 60 interviews and small group meetings further exploring resident and stakeholder concerns. Results from this micro-scale outreach will be reviewed and incorporated into the Safety Action Plan.

#### Task 2 Deliverables:

- Stakeholder Engagement Plan
- Project website for posting materials and for public awareness
- Outreach materials (design flyers and presentation materials)
- Stakeholder Advisory Group Meetings (6 total, each centered on a Key Focus Area, conducted virtually)
- Public meetings village-level (3 virtual and 3 in-person)
- Public meetings planwide (1 pre-recorded “go at your own pace” and 2 in-person)
- Summaries from events to inform Safety Action Plan

#### Task 2 Assumptions:

- The Village will help invite local interests, representatives from the Town of Warwick, Orange County, and the New York State Department of Transportation (NYSDOT) Region 8 to participate in the project’s SAG
- The Village will secure facilities for any in-person public meetings Local Staff and Interns will support the consultant team in staffing the events
- The Village is responsible for all printing and mailing of promotional materials
- Local staff and interns will be responsible for conducting up to 60 interviews and small group meetings conducted throughout the project, and providing summaries to the Consultant team



Figure 3: Public Outreach for a SS4A Project



Figure 4: Flyer to promote engagement

### Task 3. Data Analysis and Priority Locations

This task includes the following Safety Action Plan Components:

- **Crash Analysis**
- **High Injury Network or Priority Location Identification**
- **Policy and Process Changes**

The foundation of any Safety Action Plan is data analysis, which provides insight into the common characteristics and contributing factors that lead to crashes within a community, as well as the specific hotspot locations where these crashes occur. For this task, CM will collaborate with VHB, a team that welcomes opportunities to shape communities in meaningful ways and has built a portfolio of strong experience relevant to this project over the years.

Our team will pull together safety data – including roadway, traffic and crash data – along with socioeconomic data to better understand transportation needs and relevant equity factors within Warwick. VHB is at the forefront of providing guidance and tools on the Safe System Approach. This approach represents a shift in how we identify, prioritize, and address transportation safety and connect to all elements of the safety plan. Our team has developed the FHWA framework for applying a safe system approach to intersection safety in “A Safe System-Based Framework and Analytical Methodology for Assessing Intersections”. We also explored how the Safe System Approach impacts pedestrians and bicyclists in the Primer on the Safe System Approach for Pedestrians and Bicyclists.

## Case Study

### White Plains Vision Zero Action Plan

**Network Screening**  
25 priority intersections  
and priority corridors

**Systemic Screening**  
system-wide  
improvements

**HIN: 4.36 Miles**  
2.8% of roadways  
49% of KA crashes

**10 K-12 Schools**  
~58%

**11 Public Parks**  
~55%

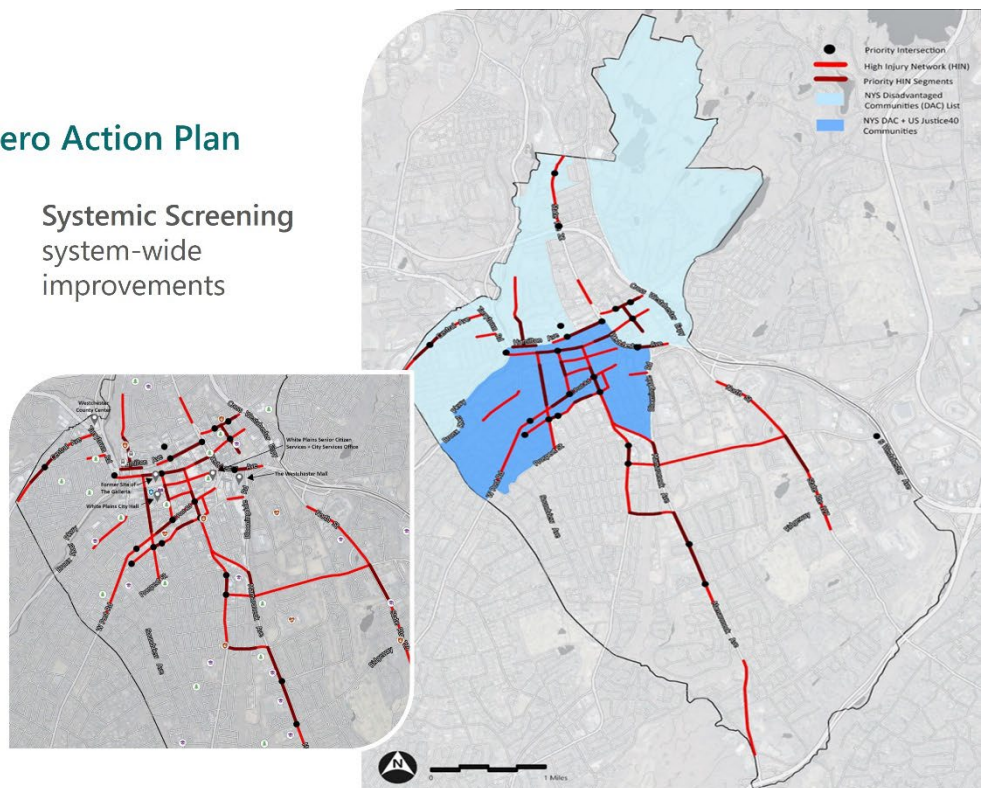


Figure 5: Crash analysis webmap and dashboard

### Collect and Analyze Transportation Data to Understand the Current Context

A balanced approach to roadway safety management includes all road users, reflects differences throughout the study area, and is founded on reliable safety analysis data and methods. VHB will primarily use the NYSDOT CLEAR Crash Data Viewer (CDV) and CLEAR Safety modules to collate crash data and run network screening and systemic analyses for Town roadways within the Town for the most recent five-year period. VHB, being creators of the NYSDOT CLEAR system, have an intimate understanding of this statewide system and can comprehensively conduct safety analyses through this system to develop safety recommendations. To supplement this crash data, VHB will also utilize additional data sources from Orange County GIS, New York State GIS Open Data and the New York State Department of Transportation (DOT) Traffic Data Viewer.

Over the five-year period spanning from 2020 to 2024, the Town of Warwick experienced a total of 2,774 crashes, with 317 crashes involving a fatality, serious injury or evident injury, based on a preliminary analysis conducted through the NYSDOT CLEAR system. Nearly 75% of the crashes within the Town of Warwick occurred on a state or county roadway. A preliminary review shows State Route 94N/S, State Route 17A, Kings Highway, Warwick Turnpike, County Route 1, Jersey Avenue and Pulaski Highway are likely to be some notable focus corridors for this safety action plan.

### Perform Safety, Equity, and Gap Analyses Based on Available Data

This task will be used to identify the locations and crash types to target with the implementation of safety strategies and countermeasures. Elements of this task will include:

- Hotspot, Network Screening and Systemic Screening Analyses Conducted through the NYSDOT CLEAR System
- Development of a high-injury network
- Identification of crash trends and factors to customize the variety of mechanisms to improve safety (policy, infrastructure, law enforcement, education, etc.)
- Identify equity areas of concern within the Town and their proximity to the High Injury Network
- Identify generators of Vulnerable Roadway Users (VRUs) based upon a spatial analysis of the Town and their proximity to the High Injury Network
- Conduct a gap analysis and identify gaps within the Town's roadway network and needs for network improvement

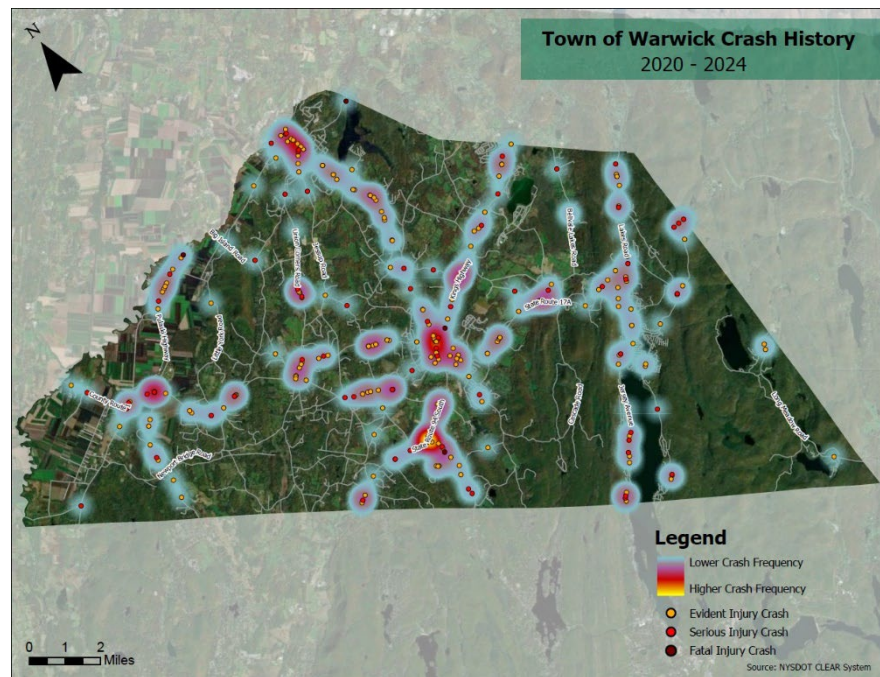


Figure 6: Warwick Crash Map

VHB's network screening analysis will be designed around the concept of scenarios. We will create a network screening scenario using data such as the crash year range, emphasis areas, crash types, and severities which will be used for ranking sites with high potential for improvement. Analysis outputs may describe trends or locations according to the following characteristics:

- Crash severity and trends over time
- Crash type (by roadway user, action/fault reported)
- Person type (i.e., gender, race, age)
- Crash factor (i.e., restraint use, alcohol/drug use, speeding, etc.)
- Temporal variations (time-of-day, day-of-week, month)
- Roadway type (i.e., number of lanes, AADT, local/county ownership)
- Land use or development context (i.e., rural/urban, near school/college, transit route)
- Roadway characteristics (i.e., at intersection, signal, crosswalk, posted speed)

A systemic analysis is important as crashes can vary over time, and high crash locations one year may not be high crash locations the next. VHB will use the systemic tools available in NYSDOT CLEAR Safety Network Screening tools to further explore risk factors for emphasis areas, such as vulnerable road users, lane departure, and intersection safety, among others.

The development of an equitable safety action plan requires thoughtful consideration of equity, including analyzing data on contributing factors, conducting spatial analyses to identify high priority land uses and points of interest, and prioritizing projects and investments in identified neighborhoods. VHB is familiar with the ever-evolving sets of datasets and tools available to identify disadvantaged neighborhoods, such as the New York State Climate Justice Working Group's List of Disadvantaged Communities, and the Federal Areas of Persistent Poverty and Historically Disadvantaged Communities. VHB will also supplement these datasets by utilizing US Census Data to identify socioeconomic and demographic trends within the Town and by conducting a desktop spatial analysis to identify generators of Vulnerable Road Users (VRUs).

### Evaluate Best Practices in Transportation Safety to Inform Plan Development

VHB would identify best practices and proven safety countermeasures utilized in past projects that are tailored to address the characteristics and contributing factors of crashes studied in the conducted safety data analysis and create a preliminary "Safety Action Plan Toolkit". This "toolkit" of best practices would be used to identify preliminary recommendations for improvement of the Town's High Injury Network.

### Develop Initial Hypothesis Findings and Recommendations

Utilizing the findings of the conducted data analysis and the best practice countermeasures identified as part of the developed "Vision Zero Toolkit" for Warwick, VHB will develop initial recommendations for improvements to the Town of Warwick's roadway network, namely its High Injury Network. These recommendations will be looked at more closely in Task IV.

### Task 3 Deliverables:

- Safety Screening Dashboard (webmap with data layers)
- Existing Conditions Report with Traffic Data Summary
- List of Priority Locations – segments, intersections, and maps
- Lists of Contributing Factors by Crash Type and Map

### Task 3 Assumptions:

- Crash analysis will be based on the last full five years of available crash data

- Safety Screening Dashboard is not public facing, for the Village and the SAG
- Signal timing plans and record plans will be obtained as necessary from the Village, County, Town, and NYSDOT
- VHB will use the CLEAR system to develop the Priority Investigation Locations lists

#### Task 4. Best Practices Review and Improvement Recommendations

This task includes the following Safety Action Plan Components:

- **Comprehensive set of Projects and Strategies**

Creighton Manning is bringing on Transpo Group for their experience performing spot and systemic safety analysis using statistical and spatial data, and creative use of countermeasures to effectively address safety risk factors. For this task, Transpo Group will use the inputs from the other tasks, namely the feedback from stakeholder engagement and the findings from VHB's crash analysis to identify safety improvement priorities for the Town of Warwick and each of its villages based on consideration of socioeconomic needs, historically underrepresented populations, and mobility for people of all ages and abilities. The priority of each safety improvement location will be based on a variety of factors including, but not limited to, crash modification factor effectiveness, societal and environmental cost/benefit, presence of and use by low-income, transit-dependent, or underrepresented populations, as well as Town and Village-specific land use and transportation goals and priorities.



Figure 7: Example Countermeasures

We will apply a Safe System approach to identifying projects, seeking to find solutions that not only address the physical roadway, but that can reduce speeds, create spaces for vehicles in appropriate networks, and encourage safer multi-modal activity in the public right of way.

We will take both a visionary and pragmatic approach to development projections and solutions, by considering projects of a modest design with simple operational requirements and economic implementation and maintenance costs. The safety projects will be cost-scaled to best-fit the federal SS4A grant programs and, where necessary, may be phased for both funding and construction feasibility.

For example, to address bicycle and pedestrian safety, systemic safety solutions may include pedestrian scale lighting, improvements to sidewalks and bikeways in line with Complete Streets standards, leading pedestrian intervals, supplemental pedestrian crossings, high-contrast crosswalk markings, and protected crossings such as RRFBs or HAWKS. To address high-severity rear end or angle collisions at signalized intersections, systemic safety solutions may include dynamic signal warning flashers, signal signage and visibility improvements, or implementing

protected only left turn phasing. To address areas with an overrepresented proportion of speeding-related collisions, practical solutions may include interactive speed feedback signage at key locations or speed studies to reduce posted speed limits.

#### Task 4 Deliverables:

- Draft and Final Strategies and Project Selections Report
- Identification of a range of countermeasures
- Prioritized list and map of locations of projects for systemic safety improvements
- High-level project cost estimates

#### Task 4 Assumptions:

- The material developed for this task will be presented to the SAG before being presented publicly

### Task 5. Plan Development

This task includes the following Safety Action Plan Components:

- **Method for Tracking Progress and Transparency**
- **Draft and Final Safety Action Plan**

Once all the village-level meetings have ended, and the improvement work in Task 4 has entered into the revision period, then the work can begin on the first draft plan. The plan will include a summary of the crash data evaluated, propose emphasis areas and strategies to reduce fatal and serious injury crashes and crash rates, describe how these strategies will support the Village in meeting safety performance targets, and identify an “implementation road map” that ties recommendations for projects potentially eligible for funding with relevant groups who can develop them. The Safety Action Plan will also include an approach to annual monitoring to track not only the progress towards a reduction in fatalities and injuries on its roadways, but also the implementation of the various strategies and actions in the plan. Progress and transparency are key components of a safety action plan, per the Safe Streets & Roads for All program and a concise system for plan monitoring and evaluation is a key accountability tool. **A monitoring plan** will be created that tracks the projects completed to date and develops a plan for tracking performance information going forward. An integrated ArcGIS Web Map and Dashboard will be created to track progress of implementing projects and strategies from the Safety Action Plan.

Transpo Group has integrated ArcGIS Online Dashboards as a regular part of project deliverables for multiple years now, and across more than a dozen projects. Similar work has been completed for ADA Transition plans where they regularly create a Dashboard that tracks percentage of completion for data collection on the project, both in terms of individual features and overall completion.

Another type of dashboard we regularly create allows clients to self-monitor improvements to ADA facilities, such as Sidewalks, Curb Ramps, and Signal Push Buttons. For an ongoing ADA Transition Plan project, we developed a Dashboard that allows the jurisdiction to input construction projects including project names, costs, data, descriptions and more, and the Dashboard automatically updates itself. This allows staff to easily track the overall completion of feature-specific improvements, the total cost, and even the total footage of sidewalks repairs made month-to-month as they work towards fixing barriers to accessibility. We can leverage this experience, including our Dashboard-specific experiences, to create a map and Dashboard to track the outcomes of the Safety Action Plan.

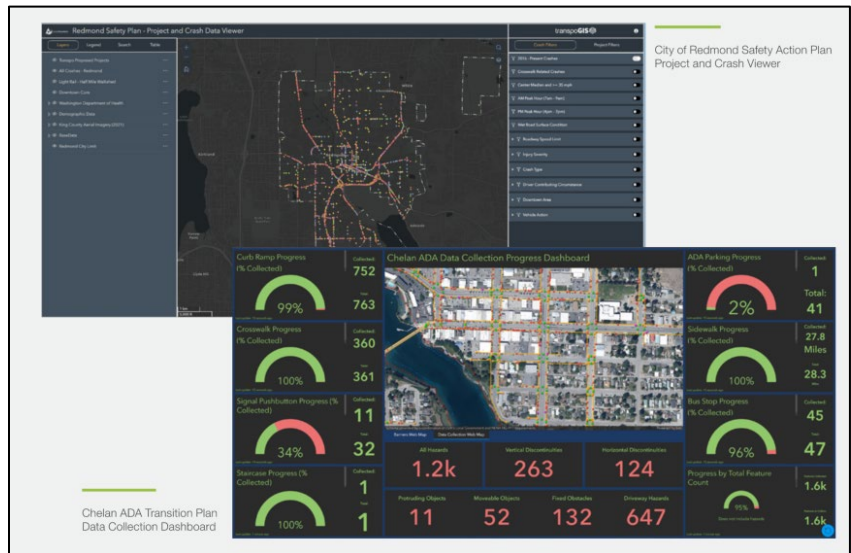


Figure 8: Safety Dashboard

Once the draft plan has been circulated to town and village leadership and reviewed by the SAG, there will be a final townwide meeting where all the material will be presented to the public for comment. Following that there will be an update to the draft final plan which will get one last review by the SAG and the document will be updated with an executive summary and final maps, charts, and diagrams illustrating findings and recommendations. The final Safety Action Plan will be prepared in consultation with the SAG. This final round of revisions will address comments received from the Safety Partners and public, ensuring broad support for the plan.

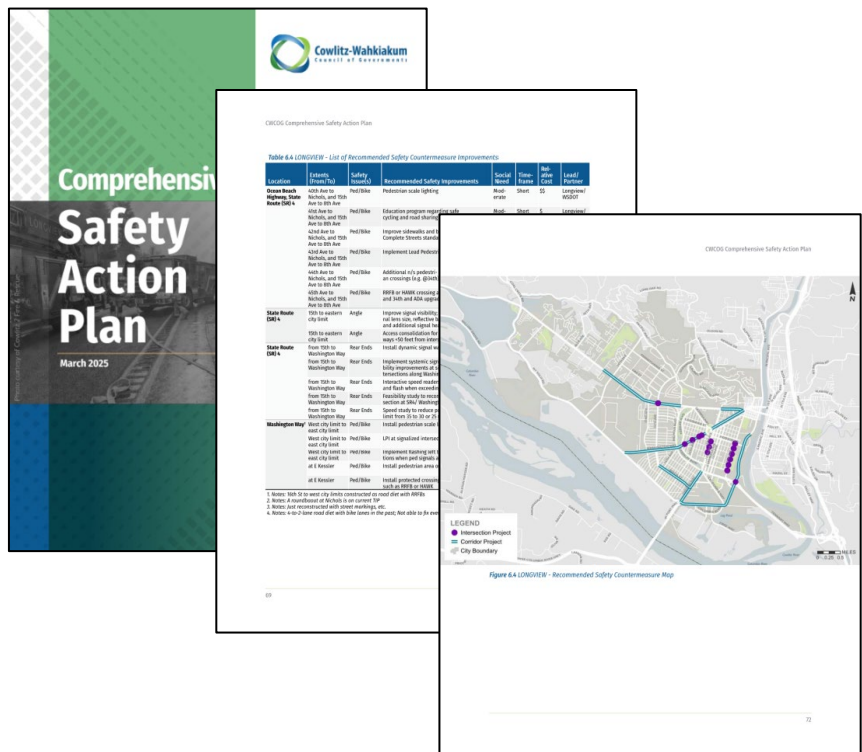


Figure 9: Example Safety Action Plan

#### Task 5 Deliverables:

- Draft Safety Action Plan
- Draft Final Safety Action Plan
- Final Safety Action Plan
- Presentation on the Final Safety Action Plan
- Implementation Road Map
- Performance monitoring and reporting recommendations
- Online web maps and dashboard
- Training on using and maintaining the online map and dashboard

#### Task 5 Assumptions:

- The Draft Safety Action Plan will be submitted to the Village to review first, CM will make edits, and the Draft Final version will be submitted to the SAG.
- The Village will review the comments from the SAG and submit a set of consolidated comments; CM will rely on the Village to provide direction with comments from the SAG that are contradictory
- The Final Safety Action Plan will include the resolution for the SAG
- The Evaluation and Monitoring matrix and any other tools for tracking progress will be maintained by the Village of Warwick

## Technical Approach – Slow Down Warwick Demonstration Projects

Our approach to this project will focus on the overall goal to raise awareness, especially of drivers, about the impacts of traffic crashes on the community, and to develop recommendations for permanent actions to enhance transportation safety and reduce average vehicular speeds in the Village of Warwick. While they are separate proposals, if Creighton Manning is selected for both the Slow Down Warwick project and the townwide transportation safety action plan, we will be able to provide a cost-effective approach to meetings and engagement activities.

Creighton Manning’s planners and engineers are both creative and innovative, which we expect will be important traits for realizing the Village’s goals for collaboration with local artists. Our team’s familiarity with MUTCD guidance relating to speed reduction pavement markings and NACTO guidelines for Speed Reduction Mechanisms will allow for a comprehensive approach to the design of demonstration measures and recommendations for permanent solutions.

### Task 1: Goal Establishment and Stakeholder Engagement

Creighton Manning will initiate Task 1 by hosting a virtual kick-off meeting with key Village staff and select Task Forces as identified within the RFP to discuss roles and responsibilities, as well as request any necessary information.

Following the kick-off meeting, Creighton Manning will schedule and conduct an initial community meeting to inform residents of the project and gather local insight. The initial community meeting will be held on a date and at a location to be identified following the kick-off meeting, in coordination with Village staff.

Creighton Manning will host virtual progress meetings to discuss project status with Village staff and Task Forces. During the Site Selection and Design and Demonstration Approaches as outlined in Tasks 2 and 4, status meetings are expected to be conducted roughly monthly. During the Deployment and Data Gathering as outlined in Task 5, a status meeting will be conducted roughly on a quarterly basis.

At the conclusion of Task 5, Creighton Manning will schedule and conduct a concluding community meeting to inform residents of the findings and gather any feedback. The concluding community meeting will be held on a date and at a location to be selected in coordination with Village staff.

#### Task 1 Deliverables:

- Kick-off Meeting and Meeting Summary
- Initial Community Meeting and Meeting Summary
- Progress Meetings and Meeting Summaries
- Concluding Community Meeting and Meeting Summary

#### Task 1 Assumptions:

- The Village will secure the facility to host both Community Meetings
- A maximum of 10 Progress Meetings will be conducted



## Task 2: Site Selection and Finalization

Based on a review of crash data analyses and preliminary speed data collected by the Village prior to the RFP, Creighton Manning will select up to 10 locations for demonstration projects, with input from the Task forces. Creighton Manning will coordinate with NYSDOT and Orange County, as necessary, for any deployments on State highways and county roads.

### Task 2 Deliverables:

- Selected Site list

## Task 3: Mailer and Advertisement

Creighton Manning will create a public mailer to inform residents about the project. Creighton Manning will collaborate with the Village's Public Outreach and Engagement Liaison to distribute the mailer to residents and devise a social media campaign to raise awareness.

### Task 3 Deliverables:

- Informational mailer, provided in an electronic format

## Task 4: Design and Demonstration Approaches

As part of Task 4, Creighton Manning will develop three (3) demonstration approaches intended to reduce speeds for deployment at the sites identified as part of Task 2. Creighton Manning will work with the Department of Public Works to schedule and coordinate deployment activities.

### Task 4 Deliverables:

- Memorandum identifying the three (3) selected demonstration approaches
- Schedule for deployment activities

### Task 4 Assumptions:

- A maximum of 4 sets of deployments at a total of 10 sites will be scheduled



*Painted bump-outs with flexible bollards installed as part of Creighton Manning's streetscape improvements in Hudson*

## Task 5: Deployment and Data Gathering

The Department of Public Works will install the selected demonstration measures at each site in line with the schedule derived in Task 4. Creighton Manning will collaborate with the Department of Public Works to document deployed demonstration measures. Each demonstration measure will be deployed for approximately 3 months.

To document the impact of each deployed demonstration measure on average and 85<sup>th</sup> percentile speeds, Creighton Manning will collect one week of continuous speed data at each site at the following points:

- Prior to the deployment of the demonstration measure
- In the final month of the deployment of the demonstration measure
- Approximately 6 months after the removal of the demonstration measure
- Approximately 12 months after the removal of the demonstration measure

Creighton Manning will collaborate with the Police Department to obtain crash information for any crashes occurring during the deployment of demonstration projects. The crash data compiled at each site during the deployment period will be compared to the crash assessment prepared by the Village using data from 2017-2021.

### Task 5 Deliverables:

- Field Report documenting installation of demonstration measure at each site.
- Findings Report documenting pre- and post-installation crash assessment and pre- and post-installation speed assessment.

### Task 5 Assumptions:

- The Village will provide or obtain all materials necessary for the demonstration measures.
- The Department of Public Works will be responsible for the installation of the demonstration projects.
- Each demonstration project will be installed for approximately 3 months.
- Each deployment period will include a demonstration project at 2-3 sites.
- The Department of Public works will conduct regular visits to the deployed demonstration measures to ensure demonstration measures are functional.
- The Village will provide the crash analyses referenced within the RFP which utilized crash data from 2017-2021.
- The Police Department will provide crash data for any crashes occurring at demonstration sites while the demonstration measures are installed.

**Table 1 – 4<sup>th</sup> Street Speed Comparison – Before/During Installation of Temporary Speed Humps**

| Direction | Before              | After | Delta | Before                                  | After | Delta | Before              | After | Delta |
|-----------|---------------------|-------|-------|-----------------------------------------|-------|-------|---------------------|-------|-------|
|           | Average Speed (mph) |       |       | 85 <sup>th</sup> Percentile Speed (mph) |       |       | % Above Speed Limit |       |       |
| EB        | 30                  | 24    | -6    | 39                                      | 29    | -10   | 49%                 | 8%    | -41%  |
| WB        | 29                  | 23    | -6    | 37                                      | 28    | -9    | 48%                 | 5%    | -43%  |

*Sample Pre- and Post-Installation Summary*

# TEAM QUALIFICATIONS



## Team Qualifications

### Firm Overview

**Creighton Manning Engineering & Surveying, PLLC (CM)** is one of New York State's leading transportation planning and engineering firms, with 60 years of experience delivering high-quality, context-sensitive solutions for surface transportation projects. Our firm provides comprehensive services in transportation analysis, planning, design, and implementation — with a strong track record in safety studies, traffic calming, and infrastructure improvements that enhance mobility and livability in urban, suburban, and rural communities.

Creighton Manning currently holds multiple traffic engineering and design service agreements with the New York State Department of Transportation and has successfully partnered with Orange County and dozens of municipalities across the region. Our work emphasizes collaboration with stakeholders and the public to ensure that every project reflects local priorities, equity considerations, and practical implementation pathways.

Our firm employs a staff of over 110 professionals, including licensed transportation engineers, certified planners, land surveyors, and construction inspectors. With offices in Albany, Poughkeepsie, and White Plains, we are well-positioned to support communities throughout the Hudson Valley and maintain a deep understanding of the region's transportation dynamics. CM is fully authorized to provide engineering and land surveying services in New York State, and all assigned personnel are appropriately licensed.

Creighton Manning is very familiar with the Safe Streets and Roads for All (SS4A) grant program and the principles of a Safe System Approach. For the Village of Warwick's Transportation Safety Action Plan and Slow Down Warwick Demonstration Projects, CM brings extensive experience in:

- Developing data-driven transportation safety plans that align with federal and state standards.
- Designing and evaluating demonstration and pilot traffic calming projects.
- Leading community engagement and inter-municipal coordination to ensure inclusive and actionable outcomes.
- Managing projects with federal funding compliance, including detailed cost tracking and documentation.

We are enthusiastic about the opportunity to partner with the Village of Warwick, Town of Warwick, and the Villages of Florida and Greenwood Lake to deliver practical, community-supported transportation safety solutions that improve quality of life and support long-term mobility goals.



2 William Street, Suite 101  
White Plains, NY 10601

**# of Years in Business:** 60 years

**# of Employees:** 110

**Primary Contact:**

Michael Amabile, AICP

[mamabile@cmellp.com](mailto:mamabile@cmellp.com)

(914)705-6004



#### Experienced

More than 60 years of professional engineering & planning services



#### Sustainability

We provide continuity of designing for energy efficiency and sustainability



#### Communication

We are committed to developing Client trust through consistency and reliability



#### Valued Partner

We provide high quality services to fit within budget restrictions



#### Performance Driven

We deliver solutions that embody quality, innovation, and commitment to purpose

As the prime consultant, Creighton Manning will lead both the Townwide Transportation Safety Action Plan and the Slow Down Warwick Demonstration Projects with a comprehensive, collaborative, and results-oriented approach. Our team is excited to partner with the Village of Warwick and its municipal stakeholders to improve safety, equity, and quality of life for all users of the transportation network.

## Subconsultants



**TRANPO GROUP** is a transportation engineering and planning services firm focused on the safety, mobility, and connectivity of all modes and users, especially the vulnerable users of a transportation system. They are

dedicated by company values to a collaborative design process with their clients to meet an agency's goals and vision. Transpo's credentialed safety professionals have a deep understanding of current trends and practices in safety analysis and design and apply the Safe Systems Approach to their projects. They understand the planning, design and implementation intricacies of local, state and federally funded transportation projects. With experience in the public and private sectors, their staff understand the complexities of project delivery from the agency side.



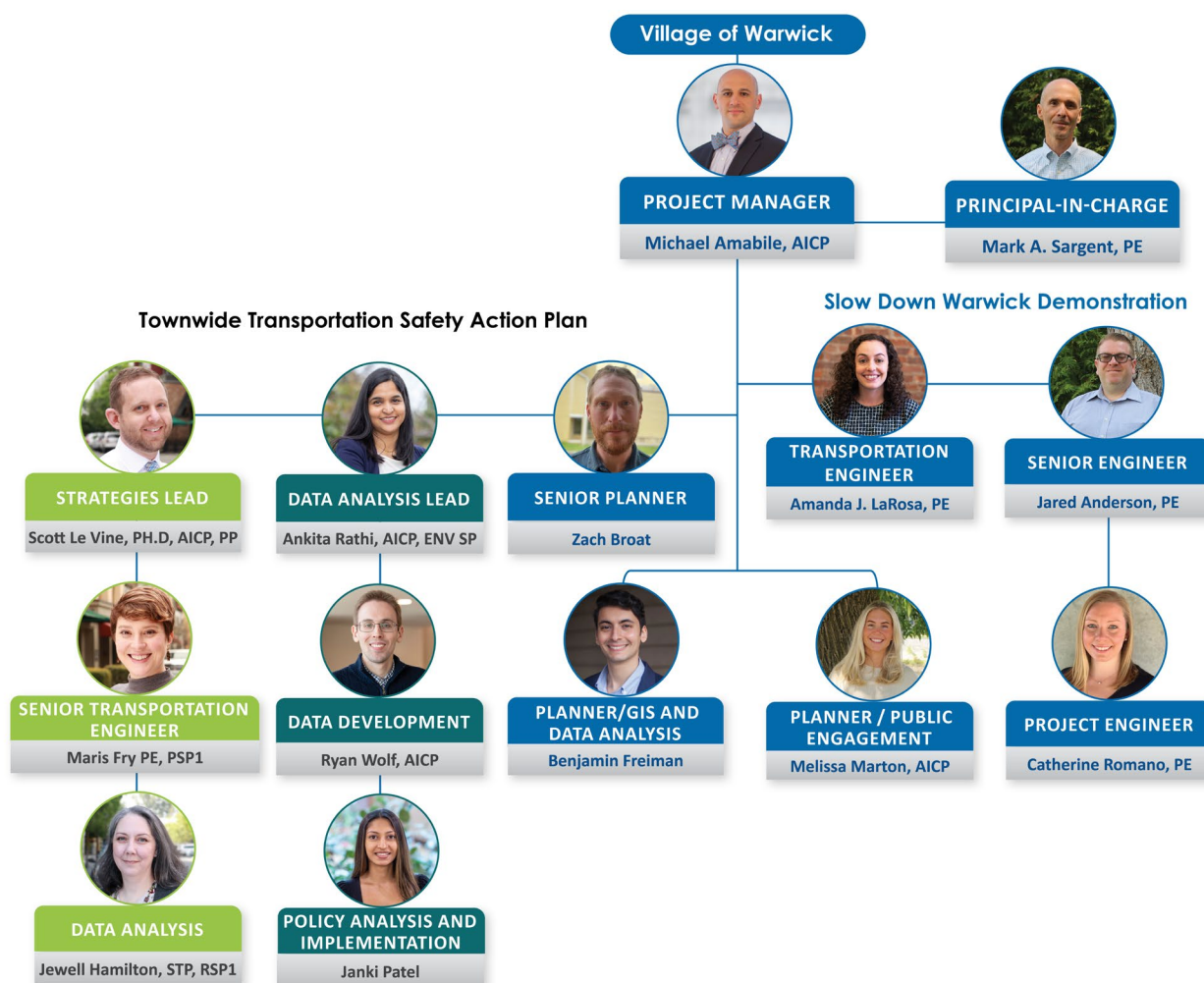
Transpo has provided transportation safety analyses for over a dozen agencies in the last four years. They understand the process of spot and systemic safety analysis using statistical and spatial data, and best practices for the creative use of countermeasures to effectively address safety risk factors. By integrating national best practices from AASHTO, NACTO, FHWA, and MUTCD with the latest ADA requirements and insight on future trends, Transpo has ensured forward-thinking design for projects that meet safety goals and protect vulnerable users. Additionally, they use industry standard methods to address the outsized safety burdens that may be faced by systemically disadvantaged communities.



VHB is a nationally recognized leader in transportation safety planning, with specialized expertise in safety data analysis and support for federally funded initiatives such as Safe Streets and Roads for All (SS4A). With offices across New York State, including Albany and Manhattan, VHB brings local knowledge and deep technical capacity to this project.

As a key partner to Creighton Manning, VHB will lead the data collection and analysis for the Townwide Transportation Safety Action Plan, identifying high-risk locations and supporting the development of targeted, equitable safety strategies. VHB has supported over 100 local, regional, and statewide safety plans, applying predictive crash analysis, systemic risk assessment, and tools to evaluate equity and public health outcomes. Their team's direct experience assisting FHWA with SS4A technical resources ensures the Village of Warwick will benefit from nationally informed, locally relevant best practices.

## Organizational Chart



## Resumes

Creighton Manning has assembled a multidisciplinary team of transportation planners, engineers, and community engagement specialists to support the Village of Warwick in both components of this initiative:

- **Townwide Transportation Safety Action Plan** – a data-driven, collaborative effort spanning the Town of Warwick and its three villages.
- **Slow Down Warwick Demonstration Projects** – a targeted, design-focused campaign to implement and evaluate traffic calming measures in the Village of Warwick.

**Michael Amabile, AICP** will serve as the **Project Manager** and primary point of contact. He brings extensive experience managing transportation safety and planning efforts for municipalities across New York State. He will lead coordination with Village and Town stakeholders, ensure timely delivery of all project milestones, and oversee quality control.

Additional key staff available for this engagement include professionals with deep expertise in:

- Multimodal transportation planning and data-driven safety analysis,
- Community and stakeholder engagement,
- Design and implementation of traffic calming and demonstration projects, and
- Federal grant compliance and documentation.

Creighton Manning maintains a flexible staffing structure and can provide additional personnel as needed based on project scope and timeline.

We also regularly partner with certified **Disadvantaged Business Enterprise (DBE)** subconsultants on publicly funded projects. Depending on Village goals and project needs, we are prepared to add a DBE partner for public engagement, data collection, or related support services.

Resumes for the key staff proposed for this assignment are included on the following pages.

## Michael Amabile, AICP

### Project Manager / Principal Planner

#### PROFESSIONAL EXPERIENCE SUMMARY

Michael is a Transportation Planner in Creighton Manning's White Plains office. His work has focused on multi-modal and non-motorized transport planning, but has also contributed to larger mass-transit, parking, and traffic studies. Michael has been involved in data collection and analysis, best-practices research, conceptual design, station area access planning, as well as public outreach efforts and relationship building with stakeholders at all levels.

#### RELEVANT PROJECT EXPERIENCE

**Safety Action Plan, Village of Kiryas Joel, Orange County, NY.** The Village of Kiryas Joel is one of the fastest growing communities in the country. With more development comes more trips, most of which are made by car, however, there are many pedestrians and transit riders in the community. The Village won a competitive Safe Streets for All (SS4A) grant to develop a Safety Action Plan. As Project Manager Michael led the CM team that provided project management, data collection, traffic analysis, public engagement, making recommendations on safety measures, concept development, cost estimating, and compiling all the work into a final Safety Action Plan which will guide the Village's work to make their streets safer for all users.

**Strategic Highway Safety Plan (SHSP), NYSDOT, Statewide, NY.** Creighton Manning was the subconsultant to the firm responsible for delivering this FHWA-required document. SHSP is a data-driven process that requires looking at crash data for the past 10 years to identify trends within specific emphasis areas. Michael led the CM team which provided data analysis and GIS mapping, and he also facilitated working groups, researched strategies for reducing crashes, and wrote sections of the report.

**Traffic Calming Master Plan (Satellite Study and Numbered Streets Study), Village of Garden City, Nassau County, NY.** Project Manager for multiple traffic calming studies that provided the village with a comprehensive understanding of traffic calming treatments that could be implemented on locally owned streets from speed humps to chokers, to chicanes, as well as policy changes they could make. Michael oversaw all aspects of the project from data collection and analysis, GIS mapping, public outreach (including the development of an online feedback tool), the final report writing, and presentation to the village leadership. The recommendations included in the plan has informed the village on successfully installing speed humps which have dramatically reduced speeding.



#### Professional Certification:

- *American Institute of Certified Planners (AICP)*

**Total Years of Experience:** 16

**Years with firm:** 3.5

#### Education:

- *MCRP, Pratt Institute, Brooklyn, New York (2010)*
- *BA, History, Le Moyne College, Syracuse, New York (1999)*

#### Professional Affiliations:

- *American Institute of Certified Planners (AICP)*
- *Member, American Planning Association (APA) National and Metro New York*

#### Presentations:

- *ITE Northeastern District, "Multi-Modal Connections"*
- *NYPTA Conference, "White Plains TransCenter Conceptual Planning and Design", 2023*
- *ITE NY Upstate Section Annual Meeting, Urban Mobility, 2021*

## Mark A. Sargent, PE

### Principal-in-Charge

#### PROFESSIONAL EXPERIENCE SUMMARY

Mark's transportation work experience spans more than 40 years in both the public and private sectors. He has managed a range of multi-modal transportation projects from planning and engineering studies through Preliminary and Final Design. Mark has facilitated public and advisory agency coordination on a variety of complex projects including system and demand management, planning studies, parking studies, corridor studies, technical reviews, highway design, and traffic signal design projects.

#### RELEVANT PROJECT EXPERIENCE

**LCLGRPB Safety Action Plans (SS4A), Saratoga, Warren, Washington, Essex, Clinton, Hamilton Counties.** Project Manager for this federally funded study to develop two distinct comprehensive safety action plans for the Lake Champlain-Lake George region. The study includes a systemwide safety assessment to identify priority locations for safety improvements, as well as an assessment of potential mitigation measures. Mark is responsible for the overall project including management of two sub-consultants.

**NYSDOT Pedestrian Safety Action Plan (PSAP), Statewide, NY.** Project Manager for approximately 200 NYSDOT Region 1 PSAP sites including the planning, evaluation and design of pedestrian crash countermeasures based on the systemic PSAP treatments at signalized and uncontrolled pedestrian crossings throughout the Region. Treatments include but are not limited to high-visibility crosswalks, blank-out NTOR signs, turning vehicle yield to ped signs, other regulatory and warning signs, pedestrian signals, countdown timers, accessible pedestrian signals, signal timing, and leading pedestrian intervals. Creighton Manning led the PSAP effort in NYSDOT Region 1 designing improvements at hundreds of signalized intersections and uncontrolled crossings to address identified pedestrian safety issues.

**Pedestrian Focused Corridor Safety Studies, Statewide, NY.** Sub-consultant Project Manager responsible for engineering studies and design of pedestrian safety improvements in three upstate corridors for NYSDOT. Studies included road safety audits, existing conditions inventories, pedestrian behavior studies, traffic simulation modeling, assessments of various pedestrian safety countermeasures, stakeholder involvement, development of recommendations, concept plans, and report writing. Preliminary and Final Design Plans were included for one of the Corridors.

**NYSDOT Strategic Highway Safety Plan, Statewide, NY.** Senior Engineer part of the team updating the Strategic Highway Safety Plan for NYSDOT as a task on a Statewide Regional Design Services Agreement for Traffic Planning and Safety Engineering Services. The objective of the SHSP is to reduce highway fatalities and serious injuries on all public roads.



**Professional Registration:**  
*Professional Engineer (NY)*

**Total Years of Experience:** 40

**Years with Firm:** 32

#### Education:

- *M.S., Transportation Engineering, 1998, Rensselaer Polytechnic Institute*
- *B.A. Geography, 1984, University of New Hampshire*

#### Professional Affiliations:

- *Member, Institute of Transportation Engineers*
- *Past Officer, Institute of Transportation Engineers*

## Zachary Broat

### Senior Planner

#### PROFESSIONAL EXPERIENCE SUMMARY

Zach is a dedicated transportation planning professional focusing on pedestrian safety improvements with experience in data analysis, roadway redesign, and public presentation.

#### RELEVANT PROJECT EXPERIENCE

**LCLGRPB Safety Action Plans (SS4A), Saratoga, Warren, Washington, Essex, Clinton, Hamilton Counties.** Planner for this federally funded study to develop two distinct comprehensive safety action plans for the Lake Champlain-Lake George region. The study includes a systemwide safety assessment to identify priority locations for safety improvements, as well as an assessment of potential mitigation measures. Zach 's responsibilities include collecting, analyzing, and mapping data to demonstrate the recommended safety improvements.

**Safety Action Plan, Village of Kiryas Joel, Orange County, NY.** The Village of Kiryas Joel is one of the fastest growing communities in the country. The Village won a competitive Safe Streets for All (SS4A) grant to develop a Safety Action Plan. Creighton Manning is the prime consultant and Zach has been the Deputy Project Manager overseeing multiple aspects of the project from data collection and crash analysis, to public outreach and stakeholder engagement.

**Strategic Highway Safety Plan (SHSP), New York State Department of Transportation, Statewide.** Planner on the team preparing this FHWA required document which highlights issues in crashes across the state and defines strategies to reduce crashes. Zach contributed by analyzing data from NYSDOT to determine statewide crash trends, participating in strategy workshop meetings with stakeholders, drafting technical sections of the SHSP, and creating maps and graphics to support findings

**CDTA Red Line Bus Rapid Transit (BRT) Safe Streets 4 All Grant Application, City of Schenectady, Schenectady County, NY.** To prepare a Federal grant application, Zach collected, assessed, and mapped data to demonstrate project needs for funding safety improvements. The application involved evaluation based on crash data analysis, demographic analysis, and use of Federal checklist applications to determine grant eligibility.

**Traffic Calming Master Plan, Village of Garden City, Nassau County, NY.** Planner for this traffic calming plan and study to assess the Village's needs and requirements based on careful data collection and observations. Zach's responsibilities included analyzing data, developing, and recommending specific traffic calming treatments, creating public presentations, designing static maps and graphics for use in written materials, and preparing the final written report for the Village Traffic Commission. .



**Total Years of Experience:** 11

**Years with firm:** 2

#### Education:

- *M.E., URBAN Planning in Transportation Planning, 2016, CUNY Hunter College*
- *B.S., Sociology, 2008, George Washington University*

## Benjamin Freiman

### Planner / GIS and Data Analysis

#### PROFESSIONAL EXPERIENCE SUMMARY

Benjamin is a Transportation Planner with five years of professional GIS experience and two years of GIS and planning experience at a major county planning department and MPO in the New York City metropolitan area. Ben's experience includes urban planning, transportation planning, multi-modal transit planning, cartographic design, graphic design, and the application of geospatial technology to planning tasks.

#### RELEVANT PROJECT EXPERIENCE

**Safety Action Plan, Village of Kiryas Joel, Orange County, NY.** The Village of Kiryas Joel is one of the fastest growing communities in the country. The Village won a competitive Safe Streets for All (SS4A) grant to develop a Safety Action Plan. Ben as Project Planner was responsible for preparing and reviewing public engagement materials, compiling final deliverables, and assisting with GIS map production and data collection.

**NYSDOT Strategic Highway Safety Plan, Statewide, NY.** Project Planner for this project for the New York State Department of Transportation. Ben helped develop a GIS methodology for assessing traffic safety metrics across all census tracts in New York State. The final assessment identified a "vulnerable road user score" (VRUS) based on several inputs, including priority investigation locations, potential for safety improvement scores, and officially designated disadvantaged communities. The results of this analysis were included in Appendix 2 of the 2023 New York State Strategic Highway Safety Plan. Additionally, Ben and a colleague presented their work during a webinar for NYSDOT employees.

**Poughkeepsie Speed Limit Reduction Study, City of Poughkeepsie, Dutchess County, NY.** Project Planner for a study that assessed the feasibility and suitability of a citywide 25 MPH speed limit. Ben led GIS, mapping, and technical tasks that included compiling and mapping GIS data, developing a suitability model for assigning roads 25 MPH speed limits, and creating a web-based GIS data collection application that was used to catalog, photograph, and geolocate speed limit signs within the city. This app was paired with an interactive web dashboard.

**Poughkeepsie 9.44.55, Dutchess County, NY.** Project Planner for this comprehensive analysis of the Route 9/44/55 interchange and the Route 44/55 arterials. Ben was responsible for data collection and creation of cartographic deliverables to assist in the analysis of vehicular traffic and collisions. Through a robust public and technical process, the study evaluated how these facilities can be redesigned.



Total Years of Experience: 8

Years with Firm: 4

#### Education:

- MUP, Urban Planning, Hunter College, 2024
- BA, Geography, 2017, SUNY Geneseo

#### Professional Affiliations:

- American Planning Association (APA) National and Metro New York, Member
- Congress for the New Urbanism, Member
- New York State GIS Association, Member
- American Association of Geographers, Member

## Melissa Marton, AICP

### Planner / Public Engagement

#### PROFESSIONAL EXPERIENCE SUMMARY

Melissa is a Transportation Planner with experience on various multi-modal planning studies and design projects, such as pedestrian and bicycle infrastructure, traffic safety, and transit improvements. She has coordinated and conducted engagement with diverse audiences including in-person pop-ups, virtual meetings, community workshops, and stakeholder groups.

#### RELEVANT PROJECT EXPERIENCE

**LCLGRP Safety Action Plans (SS4A), Saratoga, Warren, Washington, Essex, Clinton, Hamilton Counties, NY.** Planner for this federally funded SS4A study to develop two distinct comprehensive safety action plans for the Lake Champlain-Lake George region. The study includes a systemwide safety assessment to identify priority locations for safety improvements, as well as an assessment of potential mitigation measures. Melissa is responsible for the creation of public-facing materials like project websites, storymaps, and promotional material. She also facilitated pop up events, and public information meetings.

**NYS DOT Reimagine I-787 PEL Study, City of Albany, Albany County, NY.** Local engagement lead for this \$5 million PEL study for I-787, Melissa led all aspects of public involvement, from venue selection to facilitating communication with municipalities, stakeholders, and the public. She promoted outreach efforts through social media, local media, in-person flyer distribution, door hangers, placing project materials at repositories across the study area, and use of community networks. Her efforts included various open house meetings and pop-up events. She provided interpretation services, ADA-compliant venues, and targeted outreach to minority, low-income, and LEP populations.

**Hoosick Road Corridor Study, Town of Brunswick, Rensselaer County, NY.** The goal of this study was to reduce traffic congestion and improve safety and multimodal mobility on Route 7. Melissa was responsible for the development of the website which included a repository of project documents with relevant studies and study area maps. The site also included a map where respondents could submit geolocated comments. The potential improvements to the corridor are intended to improve safety, reduce vehicle delay, improve travel time reliability, and reduce vehicle emissions.

**Bailey Ave BRT, Buffalo, Erie County, NY.** The pre-engineering phase of a potential BRT project along a 7.5-mile Bailey Avenue. Melissa is a Planner for the project responsible for developing public-facing engagement materials, managing the local engagement firm, and updating the project website to keep stakeholders and the public informed.



#### Professional Certification:

- *American Institute of Certified Planners (AICP)*

**Total Years of Experience:** 4

**Years with Firm:** 4

#### Education:

- *MRP, Urban and Regional Planning, 2023, University at Albany*
- *B.S., Geography, 2021, SUNY Oneonta*
- *B.A., International Studies, 2021, SUNY Oneonta*

#### Professional Affiliations:

- *American Planning Association (APA), NY Upstate Chapter, Secretary*
- *Capital District Planners Association, Treasurer*

## Amanda J. LaRosa, PE

### Transportation Engineer

#### PROFESSIONAL EXPERIENCE SUMMARY

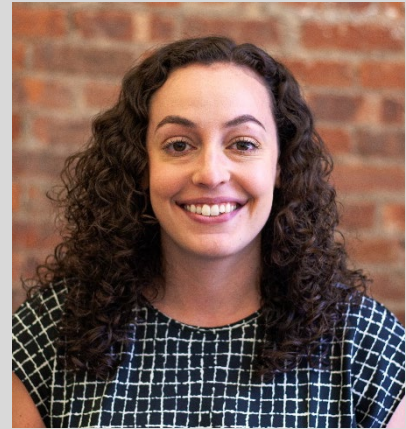
Amanda is a Project Manager with 8 years of experience with traffic engineering and transportation planning projects for public and private clients. Her experience includes traffic forecasting, report preparation, traffic signal design, permitting, and subconsultant and project management.

#### RELEVANT PROJECT EXPERIENCE

**Kiryas Joel Comprehensive Transportation Plan, Town of Palm Tree and Village of Kiryas Joel, Orange County, NY.** Project Engineer for this transportation study. Due the rapid and sustained growth in the Village, an updated comprehensive study was requested to assess the existing traffic conditions and identify possible improvements. Amanda was responsible for the analysis of current and anticipated traffic operations. She prepared the report including several recommendations to expand roadway capacities, mitigate future operational problems, and improve traffic and pedestrian connectivity and safety.

**East Main Street (CR67) Improvements, Town of Wallkill, Orange County, NY.** Project Engineer for this corridor improvement project. The scope of work involves the rehabilitation of the roadway surface, assessment of existing curb ramps for ADA compliancy, restriping the roadway, and coordination of construction work with O&R gas. The project also includes drainage improvements and traffic signal design work throughout the corridor. Amanda was responsible for preparing signal timing directives for the corridor.

**Mixed-Use Transit Oriented Development, Town of Oyster Bay, Nassau County, NY.\*** Project Manager responsible for the preparation of a traffic impact study demonstrating conformity with the Town of Oyster Bay and State of New York's goals for Hicksville Downtown Revitalization Initiative (DRI) and associated rezoning. Preparation of a traffic signal modification plan in accordance with Nassau County Department of Public Works specifications and design details. A NYSDOT Highway Work Permit was obtained for pedestrian improvements along NY Route 106.



#### Professional Registration:

- *Professional Engineer (NY)*

**Total Years of Experience:** 8

**Years with Firm:** 1

#### Education:

- *Bachelor of Civil Engineering, University of Delaware, 2017*

#### Professional Affiliations:

- *Institute of Transportation Engineers (ITE), Member*

*\*Work performed with previous employer*

## Jared Anderson, PE

### Senior Engineer

#### PROFESSIONAL EXPERIENCE SUMMARY

Jared guides all phases of a project, from scoping and survey to final design and construction support. He has been working directly with agency contacts since the start of his career, striving to meet the needs and satisfaction of the client. His areas of expertise include the development and evaluation of highway geometry, assessing ROW impacts and acquisition, utility coordination, environmental assessments, public involvement, work zone traffic control, and construction support. Through his work with municipalities on numerous Federal-Aid projects, he has established relationships with several key members of the NYSDOT Local Projects Unit. He has also presented at numerous public informational and municipal meetings over his career.

#### RELEVANT PROJECT EXPERIENCE

**Forest Avenue Pedestrian Improvements, City of Rye, Westchester County, NY.** Project Manager, responsible for the oversight of the design of this Locally Administered Federal Aid Project, which includes 3,700 feet of new sidewalks along Forest Avenue from Apawamis Avenue to Manursing Avenue and 640 feet of new sidewalks on Manursing Avenue from Forest Avenue to Davis Avenue. Several alternatives were analyzed for the optimal sidewalk layout that limits impact on utilities and private property. The project also includes improved crosswalks, ADA ramps, and signage. The existing drainage system will be rehabilitated as needed, particularly in the areas where curbing is installed.

**Route 117 Multi-Use Trailway; Bicycle and Pedestrian Safety Design Plan, Town of Bedford, Westchester County, NY.** Jared is the Project Manager for this project which will improve the safety of an existing segment of multi-use trailway adjacent to NYS Route 117 (Bedford Road) from Haines Road to the Exit 42 entrance/exit ramps of the Saw Mill River Parkway. Improvements to the existing trail segment will include upgrading the trail crossings of the ramps at Exits 39N and Exit 42, improvements to advance warning signage and pavement for the ramp crossings, mid-block crossings at Town Hall and Nottingham Road, adding drop-off and roadside protection where warranted and enhancement of amenities such as landscape and benches. The trailway will also be extended to the Harris Road intersection where it can connect with the existing sidewalk network.

**Dobbs Ferry Road Sidewalk, Town of Greenburgh, Westchester County, NY.** Project Manager for this Locally Administered Federal Aid project, involving the design and construction of approximately 3,000 linear feet of ADA-compliant sidewalks along the south side of Dobbs Ferry Road (NYS Route 100B). The project also includes the design of ADA-compliant curb ramps, improved crosswalk, drainage improvements, and Westchester Bee-Line Bus coordination.



**Professional Registration:**  
*Professional Engineer (NY)*

**Total Years of Experience:** 23

**Years with Firm:** 1

**Education:**

- *B.S., Civil Engineering, 2001, Stevens Institute of Technology*

**Professional Affiliations:**

- *NYSATE Section 8*
- *ACEC New York (Mid-Hudson Region)*

**Certifications:**

- *NHI – Design and Operation of Work Zone Traffic Control Training, 2020*
- *ACEC NY Leadership Institute Class of 2018*

## Catherine Romano, PE

### Project Engineer

#### PROFESSIONAL EXPERIENCE SUMMARY

Catherine is a graduate engineer and a NY State Professional Engineer with over 10 years of broad experience in the field of civil engineering and construction inspection. Her transportation design experience includes utility coordination, traffic modeling, roadway design, parking lot design, ADA-compliant sidewalk design, drainage design, pedestrian safety, shared-use paths, and lighting. She is also experienced with the inspection of road rehabilitation and reconstruction, including drainage structure replacement and reconstruction, milling and paving, road striping and signing, and MP&T. She is knowledgeable with a variety of simulation software including SYNCHRO and VISSIM.

#### RELEVANT PROJECT EXPERIENCE

**Dobbs Ferry Road Sidewalk Project, Town of Greenburgh, Westchester County, NY.** Project Engineer for this Locally Administered Federal Aid project, involving the design and construction of approximately 3,000 linear feet of ADA-compliant sidewalks along the south side of Dobbs Ferry Road (NYS Route 100B) from Sciortino Place to the Route 119 intersection. The project also includes the design of ADA-compliant curb ramps, improved crosswalk, drainage improvements, and Westchester Bee-Line Bus coordination. Catherine was responsible for preliminary and final design, utility coordination, and environmental documentation.

**Harris and Babbitt Road Intersection and Sidewalk Improvements, Town of Bedford, Westchester County, NY.** Project Engineer for this Locally Administered Federal Aid intersection reconfiguration and sidewalk extension project. The present-day Y-intersection will be consolidated to a T-intersection. Sight distance will be improved as feasible. ADA-compliant sidewalk will be extended eastward approximately 800 feet along Harris Road toward the Bedford Hills Correctional Facility.

**Grand Avenue Improvements, PIN 8762.58, City of Poughkeepsie, Dutchess County, NY.** Project Engineer for this LAFA project, which involves the rehabilitation of 0.4 miles of Grand Avenue from Hooker Avenue to College Avenue using a "Complete Streets" approach. Work includes milling and resurfacing the existing pavement, adjusting casting and utility structures, rehabilitation of the existing drainage system as needed (repairing catch basins, inlet frames and grates, new basins), curb replacement, installing ADA sidewalk and curb ramps, and new signage as striping as required. Green stormwater practices will be evaluated and incorporated where appropriate. Removal of the existing medians will be considered in favor of a consistent width pavement section and the incorporation of bicycle lanes. Catherine was responsible for preliminary and final design, utility coordination, public participation, crash analysis, and environmental documentation. The project is in preliminary design.



#### Professional Registration:

- *Professional Engineer (NY)*

Total Years of Experience: 12

Years with Firm: 2

#### Education:

- *B.S., Civil Engineering, 2013, Manhattan College*

#### Certifications:

- *FHWA/NHI, Design & Operation of Work Zone Traffic Control, Course No. 133112A, 2017*
- *ACI Concrete Field Testing Technician, Grade I, Exp. 9/2027*

# Scott Le Vine | PH.D., AICP, PP

## SENIOR TRANSPORTATION PLANNER



Scott is a Senior Transportation Planner at Transpo Group, with over 20 years of experience in consulting and academia. He is recognized as an industry leader in innovative safety and corridor studies, which will be useful to the Village to identify and prioritize potential safety countermeasures on this study that align with the Village's other transportation goals. Scott is Deputy Project Manager on the Route 303 and 304 Safety and Sustainability, and can bring lessons learned from that as well as his history of professional service in Rockland County to bear in this Safety Action Plan for Spring Valley. In addition to his consulting engagements (highlights below), he teaches Urban Planning at the State University of New York.

### PROJECT SAMPLES

#### ► Routes 303 and 304 Safety and Sustainability Study

*Rockland County/ Clarkstown, NY*

Scott is serving as Deputy Project Manager on this \$800,000 corridor study of Routes 303 and 304 in Clarkstown, which began in Spring 2024 and is scheduled for completion in late 2025. Both corridors have unique safety challenges, which have manifested in crash rates far exceeding peer corridors. The study is currently in the process of developing improvement concepts and evaluating their effectiveness, addressing both the Safety and Sustainability objectives.

#### ► Town of Clarkstown Various Planning On-Call Tasks

*Clarkstown, NY*

Through Transpo's on-call contract with the Town of Clarkstown's Planning Department, Scott has served the Town on a variety of tasks relating to land use policy and SEQR impact analyses. Recent assignments have included impact analyses for proposed re-zoning of the Nanuet and New City hamlets. He is currently working for the Town on revisions to zoning regulations in the Town's smaller hamlets.

#### ► Kiryas Joel Safety Action Plan

*Village of Kiryas Joel | Kiryas Joel, NY*

Scott led Transpo's recent contributions on this SS4A assignment, which include evaluating crash data at priority intersections and roadway segments within the Village of Kiryas Joel and developing appropriate countermeasures to enhance safety. The work includes a detailed data-cleaning exercise to ensure the fidelity of the underlying crash-records datasets obtained from NYS's CLEAR system as well as developing conceptual treatment recommendations to address safety concerns and quantifying impacts of safety countermeasures.

#### ► Orange County Long Range Transportation Plan (LRTP) Update

*Goshen, NY*

Scott served OCTC as the project manager of the recent update of the MPO's LRTP. This is the first edition of OCTC's LRTP to take into account the 2021 Bipartisan Infrastructure Law, and emphasis is being placed on County's trailway network for cyclists and pedestrians. The work program included air-quality conformity, safety trends, refashioning OCTC's Financial Plan to address feedback from USDOT on the prior edition of the LRTP, and a robust multi-lingual and multi-channel public outreach effort.

### YEARS OF EXPERIENCE

23 years

### EXPERTISE

- Corridor and Area Traffic Studies
- Safety Countermeasures Analysis
- Project Prioritization
- Appraisal Analysis

### EDUCATION

- PhD, Transport Studies  
*Imperial College (Topic: Methods to Model Demand for Mobility Services), 2011*
- MS/MUP Dual Degrees, Urban Planning/Transportation Planning & Engineering  
*Polytechnic University/New York University, 2005*
- BS, Geography (Minor, Economics)  
*McGill University, 2002*



[scott.levine@transpogroup.com](mailto:scott.levine@transpogroup.com)

transpogroup

# Maris Fry | PE, RSP1

## SENIOR TRANSPORTATION ENGINEER

Maris is a licensed professional engineer with nearly thirteen years of professional experience in multi-modal transportation engineering and planning. During her career, Maris has performed multi-modal corridor studies, safety studies, evaluated the feasibility and strategies surrounding transit expansions and new services, and developed comprehensive transportation management plans for large-scale event spaces and universities. Maris blends technical expertise in the transportation planning field with a passion for developing safe, accessible, and equitable transportation solutions that meet the needs of the communities they serve.

### PROJECT SAMPLES

#### ► Routes 303 and 304 Safety and Sustainability Study

*Rockland County/ Clarkstown, NY*

Maris is leading the development and evaluation of safety-focused countermeasures along the two corridors. Focused on impactful and implementable solutions, safety countermeasures are focused on serious injury, fatal, and vulnerable user crashes, while considering the constraints of New York State's Highway Design Manual, the projected future intersection and roadway operations, and needs of the community. With this set of criteria in mind, a set of near-term tactical solutions and mid- to long-term corridor wide solutions are being developed. Near-term solutions are focused on low-cost, high-impact countermeasures that improve conditions for vulnerable user groups and address high-risk conditions, while longer-term solutions include corridor-wide traffic calming measures, construction of roundabouts, and a multi-use recreational trail.

#### ► Kiryas Joel Safety Action Plan

*Village of Kiryas Joel | Kiryas Joel, NY*

Maris evaluated crash data at priority intersections and roadway segments within the Village of Kiryas Joel. This analysis focused on fatal and serious injury crashes, but due to a limited number of these crash types a more comprehensive evaluation of all crashes was conducted to develop a deeper understanding of safety-related trends and contextual factors. Maris also developed conceptual treatment recommendations to address safety concerns and quantifying the predicted reduction in injury/fatal crashes based on Crash Modification Factors (CMFs) from the CMF Clearinghouse.

#### ► Orange County Long Range Transportation Plan (LRTP)

*Orange County Transportation Council (OCTC) | Orange County, NY*

Maris supported the preparation of the updated LRTP for the OCTC. Maris led significant reporting updates to reflect Orange County's transportation progress since the previous LRTP, particularly focusing on the County's numerous work efforts to advance transit access and develop the local and regional trailway network for cyclists and pedestrians. Additionally, Maris played a pivotal role in coordinating in-person outreach efforts to ensure that Orange County's diverse communities were engaged at key points in the development of the new LRTP, including identification of needs and strategies.

#### ► Middletown and Newburgh Area Transit System Redesigns

*Transit Orange | Orange County, NY*

Maris worked as a transit planner for the redesign of Transit Orange's fixed-route services in Middletown and Newburgh which aimed to optimize transit network efficiency and effectiveness for the agency and for passengers. Maris oversaw the development and evaluation of alternatives, utilizing quantitative and qualitative data to create updated routing structures and timetables. Finally, she prepared a Title VI evaluation for each redesign effort to ensure that disadvantaged populations were not disproportionately impacted by the proposed service changes.



### YEARS OF EXPERIENCE

13 years

### EXPERTISE

- Multi-Modal Corridor Evaluation
- Safety Analysis
- Transportation Engineering
- Transit Planning
- New Mobility and Active Transportation
- Intermodal Planning

### EDUCATION

- BS Civil Engineering  
*Purdue University*

### LICENSURE

PE, Washington, New  
Jersey, New York

### CERTIFICATION

RSP1

### MEMBERSHIPS

Women's Transportation Seminars  
ITE International



[maris.fry@transpogroup.com](mailto:maris.fry@transpogroup.com)

transpogroup

# Jewell Hamilton | STP, RSP1

## DATA ANALYST

Jewell is a Transportation Analyst who regularly assists with ADA transition planning and safety projects. They are passionate about helping communities achieve social, economic, and environmental sustainability goals. Jewell works with large datasets such as collision histories, U.S. census data, and GIS shape files, using these to visualize and communicate results. They are skilled at gathering, organizing, and interpreting data from multiple sources to address real-world challenges.

### PROJECT SAMPLES

#### ► Safety Action Plans

*Cowlitz Wahkiakum Council of Governments, , Yakima Valley Council of Governments, and the Village of Kyras Joel | WA and NY*

Jewell has provided statistical and spatial analysis of crashes for multiple Safety Action Plans throughout Washington and New York State. Jewell's analysis and insight into safety trends has contributed to understanding region-wide trends and the development of risk factors, countermeasures, and potential safety improvement projects. She also contributed to these projects by assisting in policy and document review of region-wide and agency-specific plans.

#### ► Local Road Safety Plans

*Redmond, Bellingham, Sequim, Sumner, Maple Valley: LRSPs*

Jewell was the lead data analyst for several Local Road Safety Plans aimed at identifying safety trends and systemically reducing the highest risks of roadway collisions for the communities of Bellingham, Sumner, Maple Valley, Sequim and Redmond. Inclusion of on-the-ground and experience of the sites of higher crash risk and consideration of the user and user's experience of both the existing and modified transportation environment have been key factors in Jewell's identification of safety improvements. These plans were used to pursue funding for safety improvements.

#### ► Safety Improvements

*Swinomish Indian Tribal Community*

Jewell was an analyst on a project aimed at improving traffic safety in the Swinomish Tribal Community. The project involved analyzing the existing conditions of four roadways including surface condition and pavement markings, lighting conditions surrounding the roadway, objects within the clear zones, and other factors. The analysis revealed the association of different factors that cause a higher risk of collisions. The audit that was developed for this project aims to provide a springboard for the selection of improvements that will improve safety conditions for all travelers within the Swinomish Indian Tribal community.



### YEARS OF EXPERIENCE

6 years

### EXPERTISE

- Traffic Operations
- Transportation Planning
- ADA Transition Planning
- Safety Analysis
- Policy Development

### EDUCATION

- MS, Sustainable Transportation, University of Washington
- BS, Civil Engineering, Western Washington

### CERTIFICATION

STP, Sustainable Transport  
Council Orange Badge

RSP1



[jewell.hamilton@transpogroup.com](mailto:jewell.hamilton@transpogroup.com)

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## Ankita Rath, AICP, ENV SP

Project Manager

**Ankita is Certified Planner and Project Manager with over a decade of experience in transportation planning and community development projects, ranging from county-wide mobility planning projects to neighborhood / corridor specific studies. These include downtown walkability improvement studies, transportation safety projects, suburban mobility studies, freight mobility projects, active transportation plans, downtown masterplans, and downtown revitalization projects.**

*15 years of professional experience*

### Firm

VHB

### Education

MS, Urban Environmental Systems Management, Pratt Institute, 2012

MS, Environmental Planning, CEPT University (India), 2008

BA, Civil/Construction, CEPT University (India), 2006

### Registrations

American Institute of Certified Planners

Envision™ Sustainability Professional

### Affiliations/ Memberships

American Planning Association, NY Metro

Institute of Transportation Engineers, Met. Section of NY/NJ

### White Plains SS4A Comprehensive Safety Action Plan, White Plains, NY

The City of White Plains is partnering with VHB to develop their SS4A Comprehensive Safety Action Plan. The City of White Plains is committed to advancing initiatives that improve the efficiency and safety of the local roadway network while also improving transit access, walking, bicycling, and related streetscape enhancements. VHB is conducting a comprehensive literature review and document best practices and lessons learned from past projects for inclusion in the plan development process. Ankita is serving as Project Manager.

### Suffolk County Strategic Highway Safety Action Plan (SHSAP), Suffolk County, NY

Suffolk County is partnering with VHB to develop their SHSAP. It aims at reducing the number of fatalities and serious injuries that occur on the County's roadway network, with an eventual goal of zero fatalities and serious injuries. The SHSAP uses data-driven analysis to identify the County's safety needs, set goals for reducing fatal and serious injury crashes, and allocate investments in safety projects and programs. Ankita is serving as Project Manager.

### NYS DOT Active Transportation Strategic Plan Update, Statewide, NY

VHB is currently updating New York State's pedestrian and bicycle plan which dates back to the late 1990s. Rebranded as the Active Transportation Strategic Plan, the VHB team—with partners Toole Design Group, Urban Cycling Systems, and Melissa Johnson Associates (MJA)—is developing a policy-based plan that will provide a blueprint to enhance safety and accessibility to people walking, rolling, bicycling, and using micromobility devices. The effort will include a level of traffic stress (LTS) analysis on state roads, an assessment of demand—especially through a lens of equity—and a crash analysis. The resulting plan will include a revised highway design manual, a robust statewide Complete Streets policy, and recommendations for safety improvements on NYSDOT roadways. Ankita, as the Deputy Project Manager, led the assessment of existing conditions, planning and conducting public engagement and outreach activities, and development of the Strategic Plan.

### Complete Street Design Guide, Hillsborough County, Tampa, FL

As Senior Planner, Ankita helped to completely reframe the prior draft Complete Streets Manual to address various safety concerns identified through the safety audit. She was responsible for development of Complete Street treatment matrices summarizing recommended Complete Street components for rural, suburban, and urban contexts.



## Ryan Wolf, AICP

Data Development, Safety and Equity Analysis

**Ryan Wolf is a Transportation Planner at VHB. Previously, Ryan served as a Planner for the Suffolk County Department of Economic Development and Planning, where he worked on a range of comprehensive transportation and mobility projects. Ryan received his Master's in City and Regional Planning from Rutgers University and a Master's in Public Policy from Stony Brook University.**

*6 years of professional experience*

**Firm**  
VHB

### Education

MCRP, Urban Planning, Rutgers University, 2021

MA, Public Policy, Stony Brook University, 2017

BA, Political Science, Stony Brook University, 2013

### Registrations

American Institute of Certified Planners

### White Plains SS4A Comprehensive Safety Action Plan, White Plains, New York

The City of White Plains is partnering with VHB to develop their SS4A Comprehensive Safety Action Plan. The City of White Plains is committed to advancing initiatives that improve the efficiency and safety of the local roadway network while also improving transit access, walking, bicycling, and related streetscape enhancements. VHB is conducting a comprehensive literature review and document best practices and lessons learnt from past projects for inclusion in the plan development process. Ryan is presently spearheading the crash and spatial analyses that will inform the development of recommendations for the City's Safety Action. Ryan is also actively involved in VHB's public outreach efforts for the Safety Action Plan effort.

### NYSDOT, Active Transportation Strategic Plan, Statewide, New York

VHB is currently updating New York State's pedestrian and bicycle plan which dates back to the late 1990s. Rebranded as the Active Transportation Strategic Plan, the VHB team—with partners Toole Design Group, Urban Cycling Systems, and Melissa Johnson Associates (MJA)—is developing a policy-based plan that will provide a blueprint to enhance safety and accessibility to people walking, rolling, bicycling, and using micromobility devices. The effort will include a level of traffic stress (LTS) analysis on state roads, an assessment of demand—especially through a lens of equity—and a crash analysis. The resulting plan will include a revised highway design manual, a robust statewide Complete Streets policy, and recommendations for safety improvements on NYSDOT roadways. Ryan has conducted the systemic screening crash analysis for the Plan, conducted reviews of statewide plans and policies pertaining to active transportation and roadway safety in New York State, and has assisted with the Strategic Plan's outreach efforts, including a two-day workshop for representatives from NYSDOT's eleven regions.

### SUNY Farmingdale Master Plan, Farmingdale, New York

VHB is providing transportation planning, landscape architecture, and civil engineering subconsultant services to support this project. The master plan will identify the campus improvements required to realize the goals of the college and develop an action plan tying the development of the final recommendation to Farmingdale's current and projected multiyear capital plan in terms of phasing and project costs. VHB's scope includes assessment of existing conditions of the campus and its surroundings, particularly land use, landscape, vehicular and pedestrian circulation, access to transit, and accessibility. Ryan spearheaded the development of the draft and final recommendations pertaining to transportation planning on SUNY Farmingdale's campus for inclusion in the final report.



## Janki Patel

Policy Analysis and Implementation Strategies

**Janki is a Transportation Planner specializing in Complete Streets, Bicycle & Pedestrian Plans, Vision Zero Initiatives, and Safe Streets for All Action Plans. Her experience includes analyzing crash data and existing conditions to identify safety deficiencies to develop methodologies that conduct safety evaluations. She also possesses exceptional proficiency in community engagement and outreach across various project scopes.**

**Firm**  
VHB

### Education

BA, Geography, The  
Pennsylvania State University,  
2018

### Affiliations/ Memberships

Institute of Transportation  
Engineers, Met Section of NY/NJ  
WTS International, Greater New  
York Chapter

*5 years of professional experience*

### City of Long Branch, Complete Streets Implementation Plan, Long Branch, NJ

Prior to joining VHB, Janki supported the effort in developing a Complete Streets Implementation Plan for Long Branch, a beachside city in Monmouth County. She assisted in conducting a crash analysis of both pedestrian/bicyclist crashes as well as high-level vehicular crash analysis, sidewalk inventory and assessment, and a bicycle level of traffic stress analysis. Based on those efforts, she assisted in the development of recommendations for bicycle facilities, locations to close sidewalk gaps, and intersection-specific recommendations with the goal of improving safety for bicyclists and pedestrians. She also assisted with the compilation and creation of the final report document which will be reviewed by the Steering Committee, Town Planning Board, and Town Council prior to adoption.

### City of White Plains, SS4A Comprehensive Safety Action Plan, White Plains, NY

The City of White Plains is partnering with VHB to develop their SS4A Comprehensive Safety Action Plan. The City is committed to advancing initiatives that improve the efficiency and safety of the local roadway network while also improving transit access, walking, bicycling, and related streetscape enhancements. Janki conducted a comprehensive literature review and documented best practices and lessons learned from past projects for inclusion in the plan development process. She also led the policy review for the City's Safety Action and has been actively involved in VHB's public outreach efforts for the Safety Action Plan effort.

### Suffolk County Strategic Highway Safety Action Plan (SHSAP), Suffolk County, NY

Suffolk County is partnering with VHB to develop a Strategic Highway Safety Action Plan (SHSAP) aimed at reducing fatalities and serious injuries on its roadways, with the ultimate goal of reaching zero. The SHSAP will use data-driven analysis to identify safety needs, set crash reduction goals, and guide investments in safety projects. Covering approximately 430 miles of roads, Janki will use NYS CLEAR Safety to conduct network screening and systemic safety analysis for all road users. The Plan will prioritize short, medium, and long-term strategies while advancing equity. Suffolk County intends to enhance their workflow by integrating NYC CLEAR Safety into their processes, with VHB supporting this effort through workshops and training sessions. Janki led the crash data review and analysis, network screening and systemic screening for all county-owned roadways. She is also leading identification of priority projects and recommendation of countermeasures.

# PROJECT EXPERIENCE



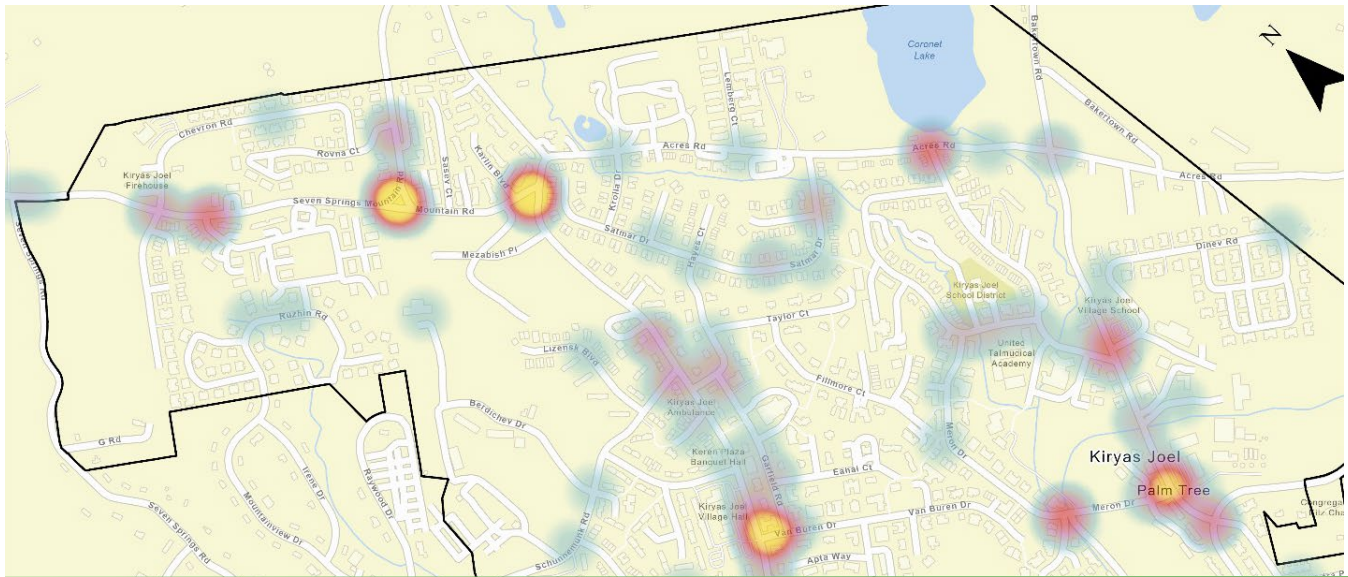
## Project Experience

### Safe Streets and Roads for All (SS4A) and Safety Action Plan Experience

Creighton Manning is very familiar with the Safe Streets and Roads For All (SS4A) program, which supports the USDOT National Roadway Safety Strategy and the goal of zero roadway deaths using a Safe System Approach. Our firm is working on the development of two Regional Safety Plans for the Lake Champlain Lake George Regional Planning Board and the Village of Kiryas Joel. Both organizations were awarded FY2022 SS4A Planning and Demonstration Grants. These projects include effective stakeholder strategies aligned with each project's needs, to facilitate informed decision making, reduce fatal and serious injury crashes, and save lives.

Members of the Creighton Manning Team have also been directly involved in the development and execution of the New York State's safety program documents including the last two NY Strategic Highway Safety Plans (SHSP), the NY Pedestrian Safety Action Plan (PSAP), and numerous detailed NY Highway Safety Investigations (HSI). Through these and other experiences, our team is very familiar with the Highway Safety Improvement Program (HSIP) Manual (Red Book), the NY Highway Safety Strategic Plan (Governor's Traffic Safety Committee), NYSDOT Safety Investigation Procedures Manual (also known as the Yellow book), and best practices for transportation safety. The firm was recently responsible for completing the data analysis for the NY statewide vulnerable road user assessment (VRUA) as part of the SHSP and, as such, has extensive familiarity with the process and data outputs from the new Crash Location and Engineering Analysis Repository (CLEAR) system.

The following pages are a representative selection of project experience that demonstrates our team's relevant capabilities for the Safety Action Plan.



## Safe Streets and Roads for All (SS4A) Safety Action Plan

Village of Kiryas Joel, Town of Monroe, Orange County, NY

### Project Description:

The Village of Kyras Joel is one of the fastest growing communities in the country. With further development comes frequent trips, most of which are made by car; however, traffic, collisions, and congestion have become more serious. Additionally, there are numerous pedestrians and transit riders in the community seeking an efficient transportation network for pedestrians. The Village won a competitive Safe Streets for All (SS4A) grant to develop a Safety Action Plan to address these concerns. Creighton Manning is the prime consultant and Transpo Group is a sub, helping the Village with all aspects of the project. Project management, data collection, traffic analysis, public engagement, making recommendations on safety measures, concept development, cost estimating, and compiling all the work into a final Safety Action Plan will guide the Village's work to make their streets safer for all users.

**Firm Role:**

Creighton Manning is responsible for the following:

- Project management, project initiation, and leadership
- Data collection and existing conditions
- Stakeholder engagement and public involvement
- Draft strategies and proposals, with plans and cost estimates
- Draft and final safety action plan

## Project Type:

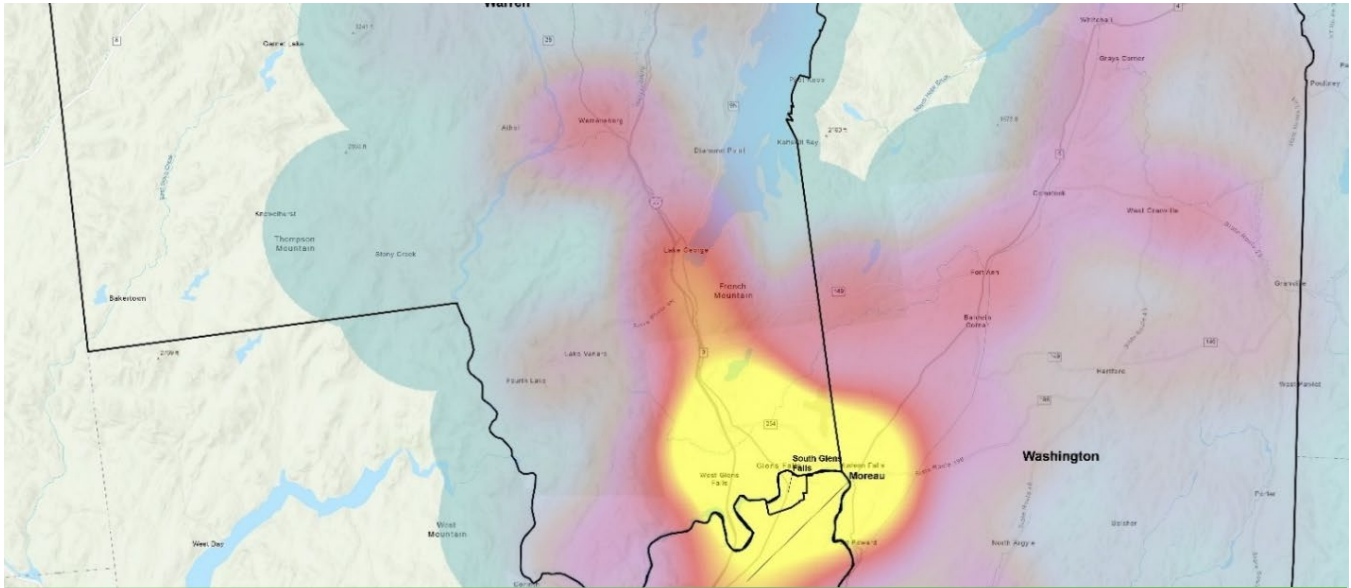
## Transportation Planning

Client:

Village of Kiryas Joel  
51 Forest Road, POB 566  
Monroe, NY 10949

Reference:

Moishe Gruber  
Planning Consultant  
(845) 783-8300 x211  
[mgruber@vokj-ny.org](mailto:mgruber@vokj-ny.org)



## LCLGRPB Comprehensive Safety Action Plans

Clinton, Essex, Hamilton, Warren, Washington, and Saratoga Counties, New York

### Project Description:

This Safe Streets for All (SS4A) project involves the preparation of two comprehensive safety action plans to develop a holistic, well-defined strategy to reduce or eliminate roadway fatalities and serious injuries within the LCLGRPB area. The study includes a review of crash trends, comprehensive existing conditions assessment to identify areas of safety concern, and the development of implementable safety improvement projects and policies. The safety action plans include robust public outreach and engagement a detailed equity assessment to ensure input from marginalized groups and focus on improvements in underserved communities.

### Firm Role:

As the lead consultant, Creighton Manning is responsible for developing the Adirondack Gateway and North Country Safety Action Plans including hotspot and systemic safety assessments, equity analysis, public engagement and meeting coordination, creation of the project website and interactive online data dashboard, development of safety countermeasures, and delivering draft and final strategies for the safety action plans in each region.

The project team includes VHB who supports the technical analyses and development of safety strategies.

### Project Type:

Transportation Planning and Safety

### Client:

Lake Champlain-Lake George  
Regional Planning Board  
1 Lower Amherst Street  
Lake George, NY 12845

### Reference:

Allison Gaddy  
Principal Planner  
(518) 668-5773  
[Allison.Gaddt@lclgrpb.org](mailto:Allison.Gaddt@lclgrpb.org)



## NYSDOT Pedestrian Safety Action Plan (PSAP)

NYSDOT Regions 1, 2, 7, and 9, New York

### Project Description:

The PSAP was a five-year, multi-agency initiative that provided funding to improve safety for pedestrians through infrastructure improvements, public education efforts and enforcement across Upstate New York and Long Island. The purpose of this agreement was to provide technical expertise and engineering support for the NYSDOT Offices of Traffic Safety and Mobility.

Creighton Manning was part of the VHB team responsible for addressing the risk factors that contribute to over 300 pedestrians per year being killed in New York State. The goal was to reduce pedestrian fatalities by 20 percent by 2021. Initially, Creighton Manning was working with NYSDOT Region 1 to address 50 uncontrolled crosswalks and 10 traffic signals. In the end, Creighton Manning analyzed and designed improvements at over 250 uncontrolled crosswalks and 150 traffic signals across the Region. Creighton Manning's project highlights included:

- Reviewed hundreds of pedestrian crossings at uncontrolled and signalized locations and assessed safety issues
- Developed recommendations to improve safety and reduce crashes
- Prepared design plans and work order packages to implement the recommended changes

### Project Type:

Traffic Engineering  
Highway Engineering

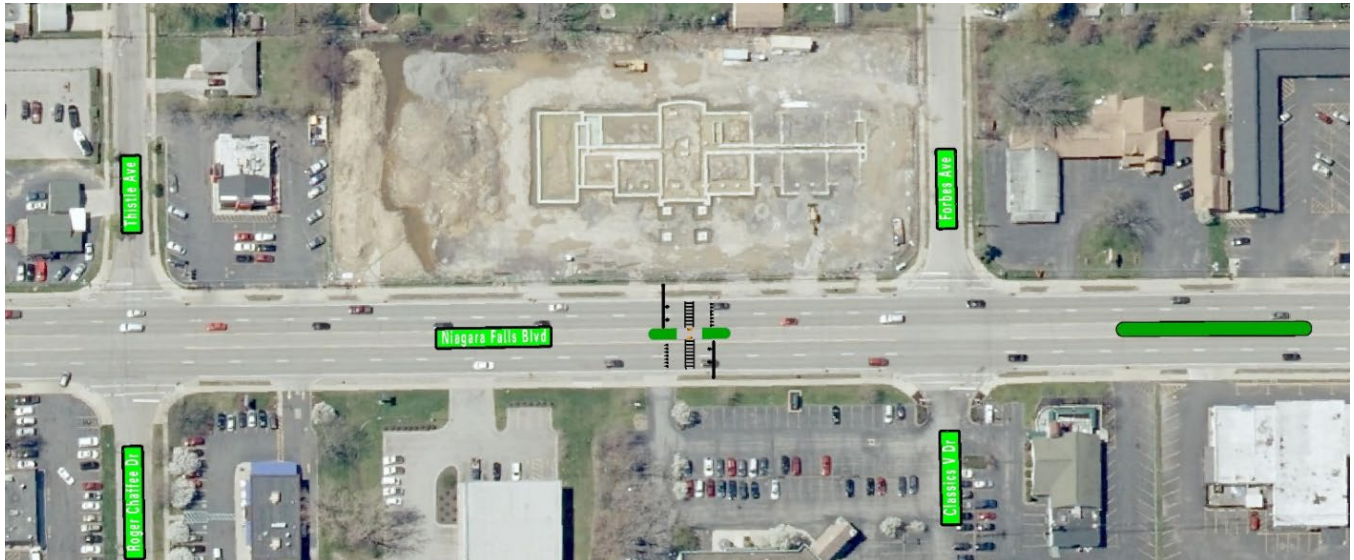
### Client:

NYSDOT Region 1  
50 Wolf Road  
Albany, NY 12232

### Reference:

Shawn Raymond  
(518) 474-7166  
[Shawn.raymond@dot.ny.gov](mailto:Shawn.raymond@dot.ny.gov)





## NYSDOT Pedestrian Focused Corridor Safety Study

Niagara, Franklin and Onondaga Counties, New York

### Project Description:

Creighton Manning was a subconsultant on a five-year Statewide NYSDOT Regional Design Services Agreement (RDSA) for Traffic, Planning and Safety Engineering Services. This RDSA assignment involved engineering studies to identify pedestrian safety improvements in three upstate corridors. The corridors included a 1.1-mile portion of NY Route 5 in the City of Syracuse and Town of Dewitt, 6.3-mile portion of US Route 62 in the Towns of Amherst and Tonawanda, and a 1.5-mile portion of US Route 11 in the Village of Malone. The corridor studies included road safety audits, existing conditions inventories, speed studies and speed limit studies, pedestrian behavior studies, traffic simulation modeling, assessments of various pedestrian safety countermeasures, stakeholder involvement, development of concept plans and recommendations, and report writing. The final product considered a 3E approach - Engineering, Education and Enforcement

### Firm Role:

Creighton Manning was responsible for existing conditions assessments, speed studies and speed limit studies, traffic modeling, various pedestrian safety countermeasure alternatives analysis, concept plan development, cost estimating, and report writing.

### Project Type:

Safety Study

### Client Reference:

NYSDOT  
50 Wolf Road  
Albany, NY 12232

### Client Contact:

Geoffrey Wood, PE  
Director, Safety Program  
Management  
(518) 457-8900  
[geoffrey.wood@dot.ny.gov](mailto:geoffrey.wood@dot.ny.gov)



#### Project Description:

This was a task assignment on a NYSDOT Statewide contract for Traffic Planning and Safety Engineering Services. Creighton Manning was responsible for highway safety studies of seven locations in Hudson Valley totaling over six miles. This includes pedestrian Priority Investigation Locations (PIL), urban streets, and limited access facilities and other highways. The studies were consistent with the NYS "Safety Investigation Procedures Manual" and the Highway Safety Improvement Program Procedures and Techniques.

#### Firm Role:

Creighton Manning was part of a team responsible for the following:

- Field investigations
- Crash analysis from MV104/104A reports
- Short-term and long-term recommendations
- Concept plans of improvements
- Safety benefits evaluation
- Crash reduction factor calculations

#### Project Type:

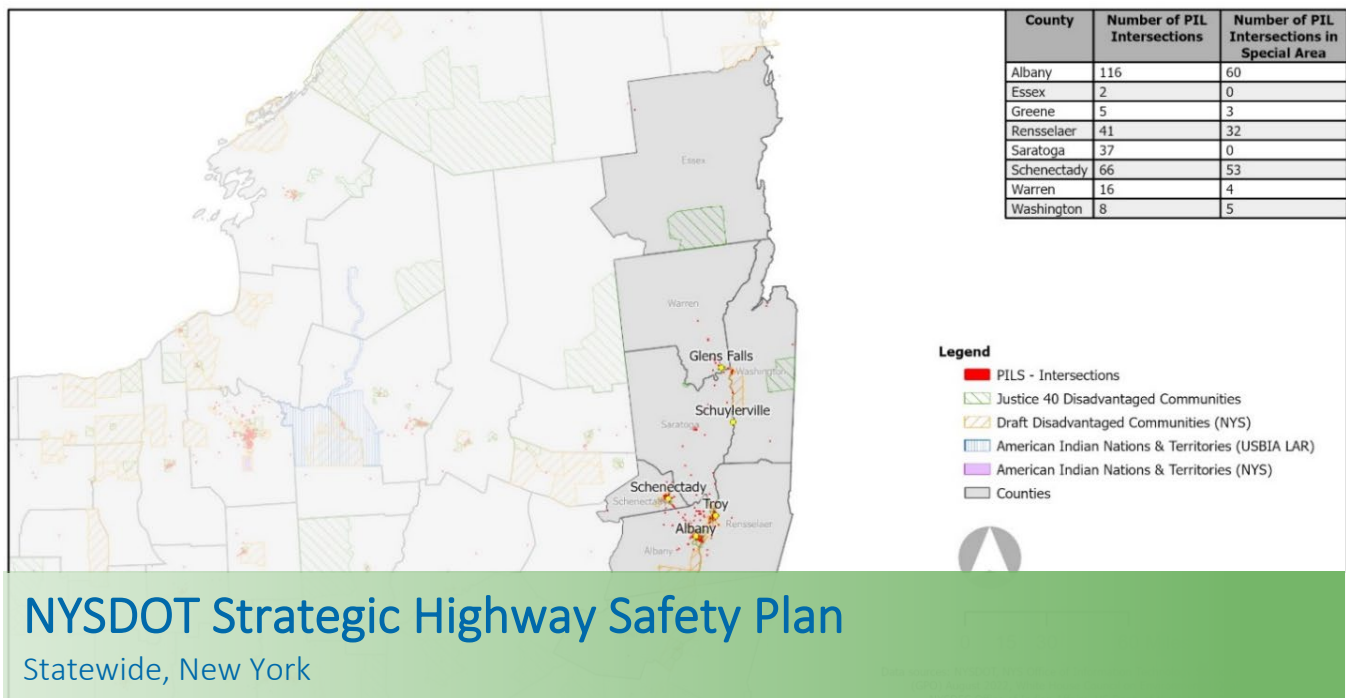
Safety Study

#### Client:

NYSDOT Region 8  
4 Burnett Boulevard  
Poughkeepsie, NY 12603

#### Reference:

Mohammed Sohan Islam  
(845) 437-3399  
[mohammed.islam@dot.ny.gov](mailto:mohammed.islam@dot.ny.gov)



### Project Description:

The project objectives were to develop an update to NYSDOT's Strategic Highway Safety Plan to meet the FHWA requirement of being updated once every five years and to establish statewide goals, objectives, and key emphasis areas for safety improvements. The SHSP is a statewide-coordinated safety plan that provides a comprehensive framework for reducing highway fatalities and serious injuries on all public roads. The SHSP is developed in consultation with Federal, State, MPOs, and local safety partners.

### Firm Role:

Creighton Manning was part of a team responsible for safety data analysis and plan review, attending and facilitating working group meetings, and preparing sections of the Plan. Project highlights included:

- FHWA's Vulnerable Road User Assessment (VRUA) to identify High Risk Areas
- NYSDOT Priority Investigation Locations assessment
- Potential for Safety Improvement (PSI)
- Special Area assessment including Justice40 and NYS DACs
- A SHSP document and development process that conforms to all requirements stated in the SHSP Process Approval Checklist developed by FHWA

### Project Type:

Safety Study

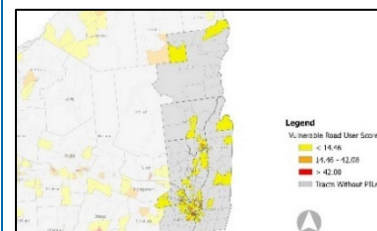
### Client:

NYSDOT Main Office  
50 Wolf Road  
Albany, NY 12232

### Reference:

Robert Limoges, Director  
Office of Traffic Safety and Mobility  
(518) 457-2452

[robert.limoges@dot.ny.gov](mailto:robert.limoges@dot.ny.gov)





## Westchester County Complete Streets Workshops

Village of Bronxville and Town of New Castle, Westchester County, New York

### Project Description:

The objective of the Complete Streets Workshops was to understand issues in the communities and develop concepts for pedestrian and/or bicycle improvements, especially those that provide safe connections to downtown areas, transit hubs, shopping areas, residences, local restaurants, and recreational venues. The consultant team coordinated with the County and municipal staff to schedule workshops, invite participants, prepare materials on Complete Streets, conduct high-level existing conditions assessments and initial field visits in preparation for the workshops. Workshops entailed a walk-audit followed by a presentation and facilitated working session to focus discussion on which treatments to consider for specific locations. The findings were summarized in a report.

### Firm Role:

Creighton Manning was a sub-consultant responsible for transportation planning and traffic engineering tasks, including:

- Crash analysis of intersections and segments in the study area
- Pre-workshop field visits with the municipal staff
- Participant, presenter, and group facilitator at the workshops
- Support developing complete streets and traffic calming concepts
- Support on the final reports

### Project Type:

Transportation Planning

### Client:

Westchester County  
Department of Planning  
148 Martine Avenue, Rm 428A  
White Plains, NY 10601

### Reference:

Steven Courage  
Associate Transportation Planner  
(914) 995-1622

[sace@westchestergov.com](mailto:sace@westchestergov.com)



Transpo Group's representative project experience is summarized below.

## Routes 303/304 Safety and Sustainability Study

[Town of Clarkstown & Rockland County | 2024 – ongoing](#)

Transpo is conducting a NYMTC-funded study of the NYS Routes 303 and 304 corridors in the Town of Clarkstown, Rockland County, New York. This study addresses critical safety and quality-of-life issues affecting these corridors, such as crash rates and fatalities that consistently exceed NYS statewide averages, and the effects of trucking movements related to two major quarries and an increasing number of logistics facilities. The comprehensive work plan includes a robust multi-channel public outreach effort, extensive stakeholder engagement, the development of alternative land use and demographic scenarios, and the use of cutting-edge operational and safety impact modeling. These efforts demonstrate Transpo's expertise in addressing complex transportation and community challenges using innovative, data-driven solutions.

## Orange County Transportation Council 2050 Long-Range Transportation Plan

[Orange County Transportation Council \(OCTC\) | 2023 - 2024](#)

Transpo Group prepared OCTC's recently adopted (January 2024) updated Long-Range Transportation Plan (LRTP), the most recent contribution made by Transpo staff to Orange County's strategic transportation planning efforts over the years. Notably, USDOT determined that this new LRTP had satisfactorily addressed the previous LRTP's Corrective Action regarding deficiencies in its Financial Plan.

This is the first edition of OCTC's LRTP to reflect the new infrastructure funding and policy priorities of 2021's Bipartisan Infrastructure Law, with a focus on expanding the County's local and regional railway network for cyclists and pedestrians. The new LRTP is consistent with the principles and strategies outlined in New York State Department of Transportation's new Strategic Highway Safety Plan.

The work program included complex technical analyses, such as air-quality compliance, as well as detailed financial modeling of the investment requirements to achieve and maintain good repair given the current state of the region's infrastructure assets. In addition to the technical analyses, Transpo conducted a robust multilingual and multi-channel public outreach effort to ensure that Orange County's diverse communities were involved at critical stages in the development of the new LRTP, such as needs identification and strategy development.

## Kiryas Joel Safety Action Plan

[Village of Kiryas Joel | 2023 - 2024](#)

As part of the Kiryas Joel Safety Action Plan consultant team, Transpo performed a comprehensive crash evaluation and assisted with public engagement efforts. The crash evaluation included querying, cleaning, and analyzing crash records from NYS's CLEAR database, focused on fatal, serious injury, and vulnerable roadway user crashes. Additionally, due to a small sample size of these crash types, a more comprehensive evaluation of all crashes in the Kiryas Joel community was conducted to develop a deeper understanding of safety-related trends and contextual factors. Based on this analysis, Transpo developed a set of conceptual treatment recommendations, quantified the predicted reduction in injury/fatal crashes based on the Crash Modification Factors (CMFs) from the CMF Clearinghouse, and developed guidance for village-wide implementation of recommended safety countermeasures.



## Suffolk County Strategic Highway Safety Action Plan

Suffolk County, New York

### Client

Suffolk County Department  
of Public Works

### Project Dates

Start: Apr. 2024  
Ongoing

### Firm

VHB

### Supported By

LKMA

### Project Reference

Niamh Perrotta, P.E.  
Director of Traffic  
Engineering and Permits  
Suffolk County Department  
of Public Works  
335 Yaphank Ave, Yaphank  
New York, 11980  
631.852.4081  
niamh.perrotta@  
suffolkcountyny.gov

Suffolk County is partnering with VHB to develop their Strategic Highway Safety Action Plan (SHSAP). It aims at reducing the number of fatalities and serious injuries that occur on the County's roadway network, with an eventual goal of zero fatalities and serious injuries. The SHSAP uses data-driven analysis to identify the County's safety needs, set goals for reducing fatal and serious injury crashes, and allocate investments in safety projects and programs.

The Suffolk County SHSAP will provide a network screening as well as systemic safety analysis for motorists, motorcyclists, bicyclists, and pedestrians on approximately 430 miles of Suffolk County Roads. It will identify high risk locations, collision patterns, and develop a prioritized list of system short, medium, and long-term strategies and countermeasures. Equity will be a key guiding principle to confirm that the strategies and outcomes advance equity. The SHSAP will identify opportunities for outreach and collaboration between other agencies, key stakeholders, and the public.

The SHSAP will also be used as a tool to allow Suffolk County Department of Public Works to have a proactive approach to address safety issues. It is Suffolk County's intent to periodically update this report with an initial goal of every five years.



## White Plains SS4A Comprehensive Safety Action Plan

White Plains, New York

### Client

City of White Plains

### Project Dates

Start: April 2024

Completion: Ongoing

### Firm

VHB

### Supported By

MJA

### Project Reference

Ingrid Richards  
Senior Advisor to the Mayor  
Coordinator of Economic  
Development & Public  
Information  
255 Main Street  
White Plains, NY 10601  
(914) 422-1411  
irichards@whiteplainsny.gov

VHB is partnering with The City of White Plains to develop their SS4A Comprehensive Safety Action Plan. The City of White Plains is committed to advancing initiatives that improve the efficiency and safety of the local roadway network while also improving transit access, walking, bicycling, and related streetscape enhancements.

VHB is conducting a comprehensive literature review and documenting best practices and lessons learned from past projects for inclusion in the plan development process. The foundation of this plan is data analysis. The VHB team is pulling together safety data—including roadway, traffic, and crash data—along with socioeconomic data to better understand transportation needs and equity factors. The plan will include crash data analysis and network screening to develop a list of ranked sites that have the highest potential for crash reduction and safety improvement. The VHB team is identifying and presenting treatments for improving safety at up to 25 locations, with the treatments and strategies relying heavily on FHWA's proven safety countermeasures and other established safety strategies consistent with a Safe System Approach (SSA). The strategies will be shaped by data, the best available evidence, and noteworthy practices, as well as stakeholder input, equity considerations, and needs related to climate change and sustainability and economic competitiveness. The VHB team is preparing a customized plan for effective community engagement throughout the plan process with strong emphasis placed on equity and outreach to historically marginalized and disadvantaged communities throughout the City of White Plains.



## Active Transportation Strategic Plan Update

### New York

#### Client

New York State Department  
of Transportation

#### Project Dates

Started: May 2023

Ongoing

#### Firm

VHB

#### Project Reference

Karen Lorf  
State Bicycle and Pedestrian  
Coordinator  
NYSDOT  
50 Wolf Rd  
Colonie, New York 12232  
518.457.6195  
karen.lorf@dot.ny.gov

NYSDOT is partnering with VHB to update the state's pedestrian and bicycle plan which dates back to the late 1990's. The new policy-based plan, rebranded as the "Active Transportation Strategic Plan (ATSP)," will provide a blueprint to enhance safety and accessibility for walkers, rollers, cyclists, and micromobility device users. ATSP aims to accomplish the following:

- » Establish goals, strategies, and measurable objectives for active transportation
- » Develop a unified vision for integrating active transportation into to the NYSDOT overall transportation system
- » Provide policy guidance on managing NYSDOT's programs that impact active transportation systems
- » Provide recommendations for planning, conceptual designs, and construction for maintenance procedures for safe active transportation infrastructure

To meet these goals, the team is completing traffic stress analysis on state roads, an assessment of demand—especially through a lens of equity—and a crash analysis. As the planning lead, VHB is overseeing a robust outreach engagement effort both in-person and virtually throughout NYSDOT's 11 geographic regions.

Once complete, the ATSP will include a revised highway design manual, a robust statewide Complete Streets policy, and recommendations for safety improvements on NYSDOT roadways. Estimated completion for the plan update is April 2025.



## Local Road Safety Action Plan

Capital Region, New York

### Client

Capital Region  
Transportation Council

### Project Dates

Started: Sept. 2017  
Completed: July 2020

### Firm

VHB

### Project Reference

Sandra Misiewicz  
Executive Director  
Capital Region  
Transportation Council  
1 Park Place, Suite 101  
Albany, NY 12205-2676  
518.458.2161

VHB delivered this report for CRTC to provide local context and recommendations in support of the New York State Strategic Highway Safety Plan (SHSP). The Local Road Safety Action Plan follows the Local Road Safety Plan (LRSP) development process and provided crash reduction recommendations through engineering, education, and enforcement strategies targeting the following six region-specific emphasis areas:

- » Intersections
- » Lane departure
- » Vulnerable users
- » Age-related
- » Road user behavior
- » Speed

VHB led the safety investigation team for the CRTC Local Road Safety Action Plan, which involved completing a detailed evaluation of location-based crash data to identify regionspecific engineering, education, and enforcement strategies with a focus on local roads. The plan was intended to supplement the New York State SHSP by considering local/regional context and included local roadways in Albany County, Schenectady County, Rensselaer County and the majority of Saratoga County.

The plan includes identification of countermeasure strategies with the greatest potential to reduce fatal and serious injury crashes and reduce crash rates on all public roads with an emphasis on the local/county roadway system. Throughout the project, VHB led the project team with facilitation of numerous advisory committee meetings, two focus group meetings, a half-day safety summit, and a public meeting. In addition to the plan, detailed safety investigation at 11 site-specific locations were completed to supplement the plan.

## Slow Down Warwick Demonstration Experience

Creighton Manning has extensive experience planning, designing, and evaluating traffic calming demonstration projects that effectively reduce vehicle speeds and raise public awareness of roadway safety. Our work reflects a community-centered, data-informed approach that balances engineering solutions with stakeholder-driven insights to improve safety outcomes in residential and downtown settings.

Our team recently supported the City of Troy's "Traffic Calming Demonstration Program", a neighborhood-scale initiative to implement quick-build interventions including curb extensions, speed humps, and artistic crosswalks in high-pedestrian activity areas. Our role included crash and speed data analysis, community engagement through pop-up events and surveys, coordination with local artists and public works staff, and evaluation of speed and behavioral changes before and after deployment. This project also included educational materials such as mailers and social media graphics to support long-term behavior change.

We are currently advising several communities on street redesigns and temporary installations that inform permanent investments, including work in the Villages of Tarrytown and Saugerties. These projects emphasize:

- Site selection based on crash data and community input
- Design and implementation of context-sensitive solutions (e.g., traffic circles, artistic pavement markings, modular bump-outs, speed humps)
- Robust impact measurement using before-and-after speed data, observational studies, and public feedback
- Collaborative engagement strategies including resident advisory groups, temporary signage, and local events

Our experience has shown that short-term demonstration projects, when grounded in equity-focused analysis and public education can build trust, generate momentum for long-term improvements, and foster a culture of safer driving behavior.

## Project Experience

The following pages are a representative selection of project experience that demonstrates our team's capabilities with demonstration projects.



## Hudson DRI, Phase II BRIDGE District Design & Implementation

City of Hudson, Columbia County, New York

### Project Description:

This Downtown Revitalization Initiative (DRI) Streetscape Improvements project included streetscape and complete streets improvements including sidewalk replacements for ADA compliance, curb and curb ramp installation, landscaping, drainage installation, mill and fill of the pavement, raised intersections, and signing and striping, with the intent to improve pedestrian safety and enhance the appearance of City streets. This project focused on Front Street between Dock Street and Cross Street; and will include work on Warren, Allen, and Ferry Streets, between Front Street and 2nd Street.

### Firm Role:

Creighton Manning was responsible for the following professional services:

- Preliminary and Final Design of Pedestrian Safety Improvements
- Construction Cost Estimating
- Bidding and Award Assistance
- Construction Inspection and Support

### Project Type:

Streetscape and Infrastructure Design

### Client:

City of Hudson  
520 Warren Street  
Hudson, NY 12534

### Reference:

Robert Perry  
Superintendent of Public Works  
[dpwsuperintendent@cityofhudson.org](mailto:dpwsuperintendent@cityofhudson.org)  
518-828-9458



## Albany Bike and Pedestrian Master Plan

City of Albany, Albany County, New York

### Project Description:

Creighton Manning was a subconsultant responsible for GIS mapping for the recent bike and pedestrian master plan update in Albany. Considering the needs of people who traditionally experience transportation disadvantages, the plan aimed to close gaps in walking and biking infrastructure where it would have the most equitable impact. The project included a robust public engagement program including a project website, in-person meetings, online survey, and advisory committee meetings. The plan identified and recommended bike and pedestrian infrastructure and policies. GIS was used to prepare maps showing recommended improvements.

The goals of the project were related to six factors:

**Networks** - Improve walking and biking networks so they are viable transportation options.

**Leadership** - Incentivize elected officials, policy makers, law enforcement officials, and roadway designers to take responsibility for including walking and biking as part of the transportation system.

**Awareness** - Provide a shared awareness of and responsibility for street safety among all users of Albany Streets

**Encouragement** – Educated community members about the pleasures and concrete benefits that arise from incorporating walking and biking into their daily lives

**Resiliency** – Prioritize walking and biking to create resiliency in Albany's transportation network

**Funding** – Delineate potential private and public funding sources for a strong bicycle and pedestrian network

### Project Type:

Pedestrian Master Plan

### Client:

City of Albany Planning Department  
85 Civic Center Plaza, Suite 107  
Poughkeepsie, New York 12601

### Reference:

Brad Glass, Planning Director  
(518)465-6066  
bglass@albanyny.gov



## Garden City Numbered Streets Study – Temporary Speed Humps

Village of Garden City, Nassau County, New York

### Project Description:

The Incorporated Village of Garden City was eager to address speed and safety issues within their numbered streets neighborhood. Following the submission of the Numbered Streets Study, the Village asked Creighton Manning to aid in procuring and implementing temporary speed humps along 4<sup>th</sup> Street between Franklin Avenue and Hilton Avenue and to conduct a “Before/After” study on 4<sup>th</sup> Street.

### Firm Role:

CM was responsible for finding a vendor for the speed humps, as well as designing and assisting with the implementation process. CM was also responsible for collecting data for the “Before/After” study. CM designed the placement of the speed humps and was present at the installation. CM had previously collected speed data on 4<sup>th</sup> Street as part of the Numbered Streets Study. After the installation of the speed humps, CM installed two Automatic Traffic Recorders (ATRs), one between the new speed humps and one before the speed humps. CM then processed and reviewed the data, comparing it to previous data, and submitted a memorandum to the Village that discussed the effects that the temporary speed humps had on vehicle speeds and volumes on 4<sup>th</sup> Street.

### Project Type:

Transportation Planning /  
Traffic Engineering

### Client:

Village of Garden City  
351 Stewart Avenue  
Garden City, NY 11530

### Reference:

Ralph Suozzi  
RSuozzi@gardencityny.net  
(516) 465-4058

## **ATTACHMENT C - COST PROPOSAL**

# **BUDGET & FEE PROPOSAL**



## Budget and Fee Proposal – Labor and Expenses

### Two Transportation Safety Initiatives

| Townwide Transportation Safety Action Plan                   | Hours | Fee        |
|--------------------------------------------------------------|-------|------------|
| Task 1: Project Coordination, Goal Setting, Kick Off         | 112   | \$ 19,890  |
| Task 2: Stakeholder Engagement                               | 260   | \$ 44,900  |
| Task 3: Data Analysis and Priority Locations                 | 238   | \$ 41,700  |
| Task 4: Best Practice Review and Improvement Recommendations | 192   | \$ 34,830  |
| Task 5: Plan Development                                     | 222   | \$ 33,640  |
| Safety Action Plan Labor Totals                              | 1,024 | \$ 174,960 |
| Safety Action Plan Expenses                                  |       | \$5,100    |
| Safety Action Plan Total                                     |       | \$ 180,060 |

| Slow Down Warwick                                     | Hours | Fee       |
|-------------------------------------------------------|-------|-----------|
| Task 1: Goal Establishment and Stakeholder Engagement | 60    | \$ 11,270 |
| Task 2: Site Selection and Finalization               | 25    | \$ 5,500  |
| Task 3: Mailer and Advertisement                      | 8     | \$ 1,500  |
| Task 4: Design and Demonstration Approaches           | 17    | \$ 3,700  |
| Task 5: Deployment and Data Gathering                 | 294   | \$ 30,144 |
| Slow Down Warwick Labor Totals                        | 404   | \$52,144  |
| Slow Down Warwick Expenses                            |       | \$7,086   |
| Slow Down Warwick Total                               |       | \$ 59,200 |

|                                                     |           |
|-----------------------------------------------------|-----------|
| Two Transportation Safety Initiatives Project Total | \$239,260 |
|-----------------------------------------------------|-----------|

## Hourly Rates

Each firm's hourly rates are listed below. These rates shall be used as the basis for negotiation for any changes to the scope of services. All expenses such as additional printing or an increase in deliverables beyond those listed in the project specific scope of work, are to be reimbursed by the Village at direct cost.

| Creighton Manning Staff Title       | Rate  |
|-------------------------------------|-------|
| Senior Project Manager/Group Leader | \$270 |
| Senior Engineer                     | \$220 |
| Project Manager                     | \$205 |
| Principal Planner                   | \$200 |
| Senior Planner                      | \$155 |
| Assistant Engineer                  | \$135 |
| Planner                             | \$130 |
| Junior Engineer                     | \$100 |
| Junior Planner                      | \$95  |
| Engineering Technician              | \$95  |
| CADD Manager                        | \$155 |
| CADD Designer                       | \$135 |

| TranspoGroup Staff Title      | Rate  |
|-------------------------------|-------|
| Project Manager (Planner VI)  | \$270 |
| Quality Control (Engineer V)  | \$215 |
| Project Engineer (Analyst II) | \$145 |

| VHB Staff Title        | Rate  |
|------------------------|-------|
| Project Manager        | \$285 |
| Transportation Planner | \$150 |

# SCHEDULE



## Proposed Project Schedule

### Townwide Transportation Safety Action Plan

| DESCRIPTION                                                | Months from Initiation |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |
|------------------------------------------------------------|------------------------|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|
|                                                            | 1                      | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| Task 1: Coordination, Goal Setting, Kick Off               | K                      |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |
| Task 2: Stakeholder Engagement                             | S                      | P | V | S |   |   | S |   |   | S  | P  | V  |    |    | S  |    | P  |    | S  |    |    |
| Task 3: Data Analysis and Priority Locations               |                        |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |
| Task 4: Best Practice Review / Improvement Recommendations |                        |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |
| Task 5: Plan Development                                   |                        |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |

|   |               |
|---|---------------|
| K | Kick Off      |
| S | SAG           |
| P | Planwide      |
| V | Village-Level |

## Slow Down Warwick Demonstration Projects

| DESCRIPTION                                           | Months from Initiation |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |
|-------------------------------------------------------|------------------------|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|
|                                                       | 1                      | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| Procurement (upon award notice)                       |                        |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |
| Task 1: Goal Establishment and Stakeholder Engagement |                        |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |
| Task 2: Sites Selection and Finalization              |                        |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |
| Task 3: Mailer and Advertisement                      |                        |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |
| Task 4: Design and Demonstration Approaches           |                        |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |
| Approval                                              |                        |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |
| Task 5: Deployment and Data Gathering                 |                        |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |
| Sites 1-3                                             |                        |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |
| Sites 4-5                                             |                        |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |
| Sites 6-8                                             |                        |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |
| Sites 9-10                                            |                        |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |
| Final Reporting                                       |                        |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |

 Deploying Tracking

# REFERENCES



## References

Creighton Manning has performed similar work for the following three clients.

### New York State Department of Transportation (NYSDOT)

Geoffrey Wood, Director, Safety Program Management and Coordination Bureau  
50 Wolf Road, Albany, NY 12205  
(518) 603-5923 | [geoffrey.wood@dot.ny.gov](mailto:geoffrey.wood@dot.ny.gov)

Creighton Manning provided transportation planning and engineering assistance to NYSDOT through several on-call contracts and stand-alone assignments. As part of the NYSDOT Strategic Highway Safety Plan 2023 update, Creighton Manning provided a significant analysis of statewide crashes using GIS, including all Fatal and Injury crashes over the last 10 years, evaluating trends, evaluating vulnerable users, identifying patterns, developing strategies, facilitating stakeholder engagement and report writing.

### Lake Champlain-Lake George Regional Planning Board (LCLGRP)

Allison Gaddy, Principal Planner  
1 Lower Amherst Street, Lake George, NY 12845  
(518) 668-5773 | [allison.gaddt@lclgrpb.org](mailto:allison.gaddt@lclgrpb.org)

Creighton Manning has provided transportation planning and engineering assistance to LCLGRP for their Safe Streets for All Comprehensive Safety Action Plans.

### City of Albany

William Trudeau, Jr., Chief Supervisor of Traffic Engineering  
10 North Enterprise Drive, Albany, NY 12204  
(518) 434-5791 | [wtrudeau@albanyny.gov](mailto:wtrudeau@albanyny.gov)

Creighton Manning has led numerous planning studies and complete streets design projects for the City of Albany and has an on-call agreement with the City to address various traffic and transportation needs. Recent projects include developing a City policy for speed humps to improve safety and calm traffic; speed hump design in several areas of the City; completion of several transportation planning studies and design projects; development of detailed signal timings to address pedestrian safety and crossing needs, and support on the City's bicycle pedestrian master plan.



2 William Street, Suite 101 | White Plains | New York | 10601  
[www.cmllp.com](http://www.cmllp.com) | 914.800.9201

77 Main Street  
Post Office Box 369  
Warwick, NY 10990  
www.villageofwarwick.org



(845) 986-2031  
FAX (845) 986-6884  
mayor@villageofwarwick.org  
clerk@villageofwarwick.org

## VILLAGE OF WARWICK

INCORPORATED 1867

### Facility Use Request Form For Gatherings of Less Than 200 People

ONLY USE THIS FORM IF YOUR EVENT WILL HAVE 200 PEOPLE OR LESS

Date Request Submitted: 10/12/25

Title of Event: Practice youth lacrosse (guys & boys)

Purpose of Event: I

#### SECTION 1: REQUESTED VILLAGE-OWNED PROPERTY

☐ Railroad Green ☐ Stanley-Deming Park ☐ Lewis Woodlands

☒ Veterans Memorial Park ☐ Veterans Memorial Park Pavilion

*\*Please use the attached map to indicate the specific area(s) to be used within each park.*

Village of Warwick Parking Lots - check all that apply:

☐ South Street Lot ☐ 1<sup>st</sup> Street Lot ☐ Chase Lot (non-permit only)  
☐ Spring Street Lot ☐ Wheeler & Spring St. Lot ☐ Upper CVS Lot ☐ Lower CVS Lot

Village of Warwick Streets: N/A

#### SECTION 2: DATE AND TIME REQUESTED

Date(s) Requested: 10/27, 11/5, 11/12, 11/19, 11/21 Rain Date Requested: \_\_\_\_\_

Arrival Time: 5 PM Departure Time: 8 PM

Event Start Time: \_\_\_\_\_ Event End Time: \_\_\_\_\_

#### SECTION 3: APPLICANT INFORMATION

Check one: ☒ Non-Profit Organization ☐ Commercial/Business Organization ☐ Family

*\*For-profit activities are prohibited.*

Applicant's Name/Responsible Party: Carl Vogt, Tom Kelly

*\*Person of responsibility representing the organization must be a Town of Warwick resident.*

Mailing Address of Responsible Party: 6 CEDAR lane, Warwick NY 10990

Email Address: CVogt@RBsmllp.com Cell Phone: 845 649-0584

Proof of Town of Warwick Residency of Responsible Party: ☒ Driver's License ☐ Utility Bill

Name of Organization (if Applicable): Warwick Youth Lacrosse Club Inc

Name of Organization's Director(s)/Officer(s): Carl Vogt - treasurer

Organization's Phone: \_\_\_\_\_ Email Address: cvogt@RBsmllp.com

Mailing Address of Organization: PO Box 305 Warwick NY 10990

Physical Address of Organization: 6 CEDAR lane, Warwick NY 10990

#### **SECTION 4: EVENT INFORMATION**

Maximum Number of People Intended at the Event: 40 per session

*\* If greater than 200 people, at any given time DO NOT complete this form. See instructions.*

# of Adults: \_\_\_\_\_ # of People Under 18: \_\_\_\_\_

Expected Number of Vehicles Intended at the Event: 20 cars

Please explain the parking plan for the event: \_\_\_\_\_

#### **WILL YOUR EVENT INCLUDE:**

#### **CHECK YES OR NO**

|                                                                                                                                                                                                               |                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <b>Greater than 200 people at any given time</b><br><i>If yes, DO NOT complete this form. Please complete form: FACILITY USE PERMIT APPLICATION FOR GATHERINGS GREATER THAN 200 PEOPLE</i>                    | Yes _____ No <u>/</u> |
| <b>Music / Loudspeakers / Sound System</b><br><i>If yes, explain:</i> _____<br><i>Location of Music/Loud Speakers/ Sounds System:</i> _____                                                                   | Yes _____ No <u>/</u> |
| <b>Parade, walk, road race, etc.</b><br><i>Request must include in writing a clear layout of the intended route AND a letter from the Warwick Police Department approving the route and police resources.</i> | Yes _____ No <u>/</u> |
| <b>Tent(s)</b><br><i>Include a map detailing the placement of the tent(s).</i><br><i>Date &amp; time tent will be set up:</i> _____<br><i>Date &amp; time tent will be removed:</i> _____                     | Yes _____ No <u>/</u> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <b>RVs, Campers, Food Trucks, etc.</b><br><i>If yes, explain:</i> _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Yes _____ No <u>✓</u> |
| <b>Admission Fee to Be Charged</b><br><i>If yes, please list the admission fee:</i> _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Yes _____ No <u>✓</u> |
| <b>Alcohol</b><br><i>Host Liquor Liability Insurance is required.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Yes _____ No <u>✓</u> |
| <b>Food will be served or sold</b><br><i>If yes, explain the method of food distribution and disposal of trash:</i><br>_____<br>_____<br>_____<br><i>*A permit is required from the Orange County Department of Health when offering or selling any food to the public. It is the applicant's responsibility to contact the Orange County Department of Health to obtain necessary permits. Contact the Orange County Department of Health for further information.<br/>         *Applicants must provide a drawing to scale showing where the food will be served/sold and where trash will be disposed.</i> | Yes _____ No <u>✓</u> |
| <b>Rides: Mechanical Carnival Rides, Bounce House, Inflatable Slide, etc.</b><br><i>If yes, explain:</i> _____<br><i>Additional contract(s) and/or insurance is required.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                 | Yes _____ No <u>✓</u> |
| <b>Animals:</b> (Example, horses, pony rides, petting zoo, etc.)<br><i>If yes, explain:</i> _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Yes _____ No <u>✓</u> |
| <b>Portable Toilets</b><br><i>Placement of portable toilets must be detailed on the map that is required with the application.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Yes _____ No <u>✓</u> |
| <b>Other</b><br><i>Please explain:</i> _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Yes _____ No <u>✓</u> |

**SPECIAL REQUESTS:**
**CHECK YES OR NO**

|                                                                                                                                                                                            |                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>Road Closure</b><br><i>List road(s):</i> _____<br><i>Closed between the hours of</i> _____ <i>and</i> _____<br><i>Number of 'No Parking' meter bags requested, if applicable:</i> _____ | Yes _____ No <u>✓</u>    |
| <b>Use of Village-owned tables and chairs</b><br><i>Veterans Memorial Park Pavilion Only. No. of Tables</i> _____ <i>No. of Chairs</i> _____                                               | Yes _____ No <u>✓</u>    |
| <b>Use of Electricity</b>                                                                                                                                                                  | Yes _____ No <u>✓</u>    |
| <b>Memorial Park Field Lights - The Daniel Prial Field/Football Field</b><br><i>Additional fee required for use of field lights.</i>                                                       | Yes <u>X</u> No <u>✓</u> |

|                                                                                                  |                                       |
|--------------------------------------------------------------------------------------------------|---------------------------------------|
| <b>Use of Memorial Park Pavilion Lights</b>                                                      | Yes <u><del>  </del></u> No <u>  </u> |
| <b>Use of Village of Warwick Restrooms</b><br><i>Memorial Park and Stanley Deming Park only.</i> | Yes <u><del>  </del></u> No <u>  </u> |
| <b>Other</b><br><i>Please explain: _____</i>                                                     | Yes <u>  </u> No <u>  </u>            |

### SECTION 5: FEES/SECURITY DEPOSIT

*Fees and Security Deposit are Due Upon Application / Checks payable to: The Village of Warwick*

☒ \$200 Security Deposit - (*Must be a Separate Payment*)

☒ Memorial Park Field Lights -

The Daniel Prial Field / Football Field (circle one) - \$10 per day or \$300 per season

☒ \$200 Security Deposit - (*Must be a Separate Payment*)

**TOTAL FEES:** \$ \_\_\_\_\_ (excluding security deposit)

### SECTION 6: INDEMNITY & HOLD HARMLESS

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the Village of Warwick for the use and care of the facilities. He/she, on behalf of Warwick Youth Lacrosse (Name of Organization) does hereby covenant and agree to defend, indemnify and hold harmless the Village of Warwick from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys' fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of Village's property, facilities and/or services by Warwick Youth Lacrosse (Name Organization).

Paul Vogt  
Printed Name of Applicant/Responsible Party

[Signature]  
Signature of Applicant/Responsible Party

10/12/15  
Date

#### **Office Use Only:**

Security Deposit Check # 1759

Fees Received   

DPW Pre-Approval NA

Certificate of Insurance    ✓

Park Map(s)   

Facility Use Calendar   

Host Liquor Liability NA

Police Dept. Approval NA

Parade Calendar NA

Permit Holder. Applicants are urged to bring extra plastic garbage bags to facilitate cleanup.

17. Any organization with youths under 18 years old requires the presence of adequate adult supervision at all times.
18. Supervision and parking are the responsibility of the applicant organization/individual.
19. Permits may be revoked at any time.
20. All posted rules must be adhered to.
21. No field or building alterations (lining of fields, erecting goal posts or structures, etc.) are allowed without prior approval.
22. The emergency telephone number for police is 911 or 986-5000; fire and ambulance 911.
23. Prior to the start of the event, an announcement should be made to your group regarding emergency evacuation procedures, for example pointing out posted procedures, direction for exiting, procedures for emergency helicopter landing, etc. Need pamphlet to hand out to applicants.
24. In the event of an accident, please notify the Village Clerk at (845) 986-2031 before the end of the next business day.
25. The Village of Warwick does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

### **INDEMNITY & HOLD HARMLESS**

**FACILITY USER** does hereby covenant and agree to defend, indemnify, and hold harmless the Village of Warwick from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys' fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of the Village of Warwick property, facilities and/or services.

I have read and understand the Facilities Use Requirements:

CAZL Vogt

Printed Name of Applicant/Responsible Party

[Signature]

Signature of Applicant/Responsible Party

Date

6/12/25

77 Main Street  
Post Office Box 369  
Warwick, NY 10990  
[www.villageofwarwick.org](http://www.villageofwarwick.org)



(845) 986-2031  
FAX (845) 986-6884  
[mayor@villageofwarwick.org](mailto:mayor@villageofwarwick.org)  
[clerk@villageofwarwick.org](mailto:clerk@villageofwarwick.org)

## VILLAGE OF WARWICK

INC ORPO RATED 1867

**REQUEST FOR QUOTE  
VILLAGE OF WARWICK,  
NY  
DOCUMENT CONVERSION & ACCESS PROJECT  
PROCUREMENT OF AN ELECTRONIC CONTENT MANAGEMENT SYSTEM**

**Issue Date: March 17, 2025  
Deadline for Questions: March 20, 2025, by 12:00  
p.m. Quotes to be Received by: March 24, 2025, by  
4:00 p.m.**

**Submit Electronic Quotes to:**

**Raina Abramson, Village Clerk/Records Management Officer  
Email: [clerk@villageofwarwick.org](mailto:clerk@villageofwarwick.org)**

# **REQUEST FOR QUOTE VILLAGE OF WARWICK, NY DOCUMENT CONVERSION & ACCESS PROJECT PROCUREMENT OF AN ELECTRONIC CONTENT MANAGEMENT SYSTEM**

## **REQUEST FOR QUOTE**

The Village of Warwick, New York desires to submit a NYS Archives Local Government Records Management Improvement Fund (LGRMIF) document conversion and access project grant application for the 2025-2026 grant cycle.

The Village is soliciting quotes from qualified vendors to purchase an Electronic Content Management System (ECMS) to capture, store, retrieve, display, and transmit records electronically. The ECMS must also include records management applications that can apply retention to individual record series according to the NYS Archives LGS-1 Schedule. The Village will be working with a NYS Preferred Source document imaging vendor to perform the project imaging in a standard format, including corollary index data, that must be transferred to the ECMS. The ECMS vendor must also provide training to the Village staff on how to utilize the software.

## **SCOPE OF SERVICES**

### **Records to Digitize:**

There are approximately 163,125 documents in the Clerk & Treasurer's office to be digitized. This is estimated to be about 65.25 cubic feet of files and 8 rolls of 16mm microfilmed Board minutes. Considering that at least 50% of the documents are double-sided, the total estimated number of images is 265,000.

Approximately 40.25 cubic feet of records and 8 rolls of 16mm microfilm must be retained permanently according to the NYS Archives Local Government Retention Schedule (LGS-1) and approximately 25 cubic feet of payroll records must be retained for 55-years.

**Indexing:** During a FY23-24 LGRMIF Planning & Inventory project, these records were boxed and indexed in an inventory database (Excel spreadsheet) by specific title, date range, and LGS-1 Record Series title by a professional records consultant. Once the records are converted to digital format, they must be indexed in the same format by specific title, date range, and LGS-1 Record Series title.

- Board Minutes –
  - 5 rolls of 16mm microfilm minutes from 1867-1993 and 16 cubic feet of minute books from 1993–2024 – indexed under the record series 'Village Board Minutes' with sub- folders listed by year. Files within the subfolder must be indexed by the individual meeting date all in chronological order.

- 2 rolls of 16mm microfilm minutes from 1964 - 1990 – indexed under the record series ‘Planning Board Minutes’ with sub-folders listed by year. Files within the subfolder must be indexed by the individual meeting date all in chronological order.
- 1 roll of 16mm microfilm minutes from 1990 - 1993 – indexed under the record series ‘Zoning Board of Appeals Minutes’ with sub-folders listed by year. Files within the subfolder must be indexed by the individual meeting date all in chronological order.
- *LGS-1 Item No. 47 – Permanent Retention*
- 1 cubic foot of Adopted Budgets from 1990 - 2021
  - Indexed under the record series ‘Adopted Budgets’ with sub-folders listed by year.
  - *LGS-1 Item No. 490.a – Permanent Retention when not officially recorded in the minutes.*
- 25 cubic feet of year end / final payroll records from 1973-2024
  - indexed under the record series ‘Payroll – Final/Year End’ with sub-folders listed by year. Files within the subfolder must be indexed by the individual payroll date all in chronological order.
  - *LGS-1 Item No. 524.a – 55-year retention*
- 3.25 cubic feet of local laws from 1881, 1954, 1957, 1965 – 2024
  - Indexed under the records series ‘Local Laws’ with sub-folders listed by year. File within the subfolder must be indexed by the local law numbers and reference the coinciding chapter in the Village Code. Example: LL 1 of 2024 – Chapter 135
  - *LGS-1 Item No. 30 – Permanent Retention*
- 15 cubic feet of the Warrant Copy of Tax Rolls from 1972-2011
  - indexed under the record series ‘Tax Rolls – Warrant Copy’ with files listed by year.
  - *LGS-1 Item No. 1045.d – Permanent Retention*
- 5 cubic feet of Deeds & Agreements from 1892-2025
  - Indexed under the records series ‘Deeds & Agreements’ with sub-folders listed by types of agreements, years the agreements were entered into and titled by referenced property or subject matter.
  - *LGS-1 Item No. 471.a, 401, 41 – Permanent Retention*

**Number of Users:**

The Village Clerk / Records Management Officer, the Deputy Clerk, Village Treasurer and Deputy Treasurer will each need access to the ECMS for this project and each have their own workstations.

There are 4 additional departments with 8 employees in total that could also utilize the records management software.

**SUBMISSION REQUIREMENTS**

Firms are asked to provide the following information with their quotes:

1. Project Understanding- A brief statement on the parameters of the subject project as listed above.
2. Experience/Background- Firms are asked to provide a description of their capabilities and examples of similar work experience.
3. Quotes for the following items:

| SERVICE                                                                             | COST                         |
|-------------------------------------------------------------------------------------|------------------------------|
| <b>Document Preparation, Content Management and Processing/Upload to Repository</b> |                              |
| Software – Web Based / Hosted on the Cloud                                          | \$3,418.00                   |
| Licensing per user                                                                  | Included (up to 100 Users)   |
| Annual Maintenance Fee                                                              | \$6,118.00*                  |
| Annual Support Fees                                                                 | Included                     |
| Staff Training                                                                      | \$4,400.00 (2 Onsite Days)** |
| Records Management Application                                                      | \$1,695.00                   |
| Workflow Training                                                                   | \$4,400.00 (2 Onsite Days)** |
| Laserfiche-Municipity Integration                                                   | \$5,000.00                   |
| Processing and Upload of scanned images into repository                             | \$5,000.00***                |
|                                                                                     |                              |

***\*Support includes all Laserfiche Cloud Software, as well as Records Management automation and the Municipity-Laserfiche Integration***

***\*\*Note that remote training can be substituted if desired – remote day rates are as follows: \$1,400.00***

***\*\*\*Note that this is an estimate and actual pricing can be provided once ICC-CDS has more detail about the scanning.***

4. Responders must provide the quote in a manner described in #3 above.
5. All questions must be submitted via email to Village

Clerk/Records Management Officer, Raina Abramson, by emailing [clerk@villageofwarwick.org](mailto:clerk@villageofwarwick.org) by February 19, 2025, by 12:00 Noon.

6. Responders must provide answers to the series of questions listed in **Appendix A** of this request for quote.
7. Project Schedule –  
  
The project is to commence no earlier than July 1, 2025, and must be completed on or before May 1, 2026. These dates are subject to change within the Village of Warwick's sole discretion.  
  
Please submit a project schedule, which is reflective of this timeframe. Firm also acknowledges this timeframe in consideration of the enclosed cost proposal.
8. Duration of quote - All quotes must be valid for 12 months. The Village of Warwick will make its decision contingent upon receipt of the State Archives Grant.
9. Consultants must provide a statement that includes whether or not they are a bona fide NYS Certified MWBE firm, will use bona fide NYS Certified MWBE subcontractors and the percentage of the workforce utilized to perform the work of this contract who will be either Minority (M) or Women (W), including both the Consultant's workforce and that of any subcontractors who will be utilized.

Quotes must include the attached:

- **Appendix B - M/WBE 100 Utilization Plan**
- **Appendix C – M/WBE EEO Staffing Plan & Instructions**
- **Appendix D - M/WBE Notice of Intent to Participate**

#### **SUBMISSION DEADLINE**

Proposals should be submitted by email to Raina Abramson, Village Clerk/Records Management Officer at [clerk@villageofwarwick.org](mailto:clerk@villageofwarwick.org) or by mail to: Village of Warwick, Attn: Raina Abramson, 77 Main Street/PO Box 369, Warwick, NY 10990 **no later than 4 p.m. on Monday, March 24, 2025.**

All questions must be submitted via email to Village Clerk/Records Management Officer, Raina Abramson, by emailing [clerk@villageofwarwick.org](mailto:clerk@villageofwarwick.org) by March 20, 2025, by 12:00 Noon.

***PLEASE PROVIDE ANSWERS TO QUESTIONS LISTED IN APPENDIX A***

***AND COMPLETE:***

***APPENDIX B - M/WBE 100 Utilization Plan***

***APPENDIX C - M/WBE EEO Staffing Plan & Instructions***

***APPENDIX D - M/WBE Notice of Intent to Participate***

## APPENDIX A

Please provide answers to the following series of questions so that we may compare software capabilities:

| Capture                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                   |
|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Does the system have the ability to accommodate several types of documents, paper, electronic, fax, audio, video, etc. | Laserfiche can both convert paper into images, as well as ingest any electronic document, including audio and video files.                                                                                                                                                                                                                                        |
| Does the system have the ability to accommodate different applications- word, excel?                                   | Yes – Microsoft Office application such as Outlook, Word and Excel have direct integrations into the Laserfiche repository, allowing for the direct saving of files from those applications into Laserfiche.                                                                                                                                                      |
| Does the system work with a wide variety of scanners?                                                                  | Yes – there is a published list of scanners that work directly with Laserfiche: <a href="#">Certified Scanners   Laserfiche</a><br>Additionally Laserfiche Scanning can also be setup to poll a local or network to pull images in for processing, allowing Laserfiche to function with Multi-function devices, wide format scanners and other types of scanners. |

|                                                                  |                                                                                                                                                                                                                                                                                                                              |
|------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Can you scan additional pages into existing documents?           | Yes – simply open up the document you wish to add pages to within the Laserfiche Client application and then select the Scan option. Laserfiche Scanning can then ask the operator where they want to place the page or pages (e.g., after page 1, after the last page or after a certain page that the operator indicates). |
| Can you make changes to documents or images?                     | Underlying changes such as changing the text on a document cannot be performed, however Annotations (which act as overlays on the images) can be placed upon the images (e.g., redactions, stamps, etc.) but for records management purposes the underlying images are not modified.                                         |
| Can you convert current electronic documents to archival images? | Yes – Laserfiche Snapshot can convert any electronic document into an archival image.                                                                                                                                                                                                                                        |
| Can you schedule document uploading to the repository?           | Yes – you can use several Laserfiche applications for automatic document uploading into the repository,                                                                                                                                                                                                                      |

|                                           |                                                                                                                  |
|-------------------------------------------|------------------------------------------------------------------------------------------------------------------|
|                                           | including Import Agent, Quick Fields and Workflow.                                                               |
| What format will the images be stored in? | Images for NYS LGS1 retention should be in a TIFF format. All others can be stored anyway that the client wants. |

|                                                                      |                                                                                                      |
|----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| <b>Indexing</b>                                                      |                                                                                                      |
| Is the system capable of full-text indexing (OCR)?                   | Yes – all documents are OCR'ed.                                                                      |
| Is the system capable of template field indexing?                    | Yes – templates and indexes can be assigned to any document within the repository.                   |
| Is the system capable of folder/file structure indexing?             | Yes – indexes can be assigned at a folder level and propagated to all items and/or subfolders.       |
| Is the system capable of color coding to distinguish document types? | Yes – templates can be color coded within Laserfiche. Additionally, folders can also be color coded. |

|                                     |                                                                                                                                                                                          |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Annotation</b>                   |                                                                                                                                                                                          |
| Does the system permit annotations? | Yes – Laserfiche includes the following annotations: Redaction, Stamps, Sticky Notes, Highlights, Strike-Through, Underlined, Text Box, Text Call-out, Shapes, Freehand and Attachments. |

|                     |  |
|---------------------|--|
| <b>Distribution</b> |  |
|---------------------|--|

|                                                                  |                                                                                  |
|------------------------------------------------------------------|----------------------------------------------------------------------------------|
| Is the system capable of printing, emailing or faxing documents? | Yes – all of these things can be done via Laserfiche.                            |
| Is there accurate scaling?                                       | Laserfiche does not auto-scale – any image size can be stored within Laserfiche. |

|                                                      |                                                                                                                                                                                                                                                                         |
|------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Document Management</b>                           |                                                                                                                                                                                                                                                                         |
| Can you rename and reorganize document files?        | Yes – with the proper security applied users/groups can rename and reorganize documents.                                                                                                                                                                                |
| Can you track document dates for retention purposes? | Yes – via Laserfiche has Records Management capabilities, including the ability to setup Cut Offs, Retention Schedule, Legal Hold. Additionally, Records Management specific searches including Cutoff, Disposition, Holds, Records Name, and Record Series Properties. |
| Can you establish document linking relationships?    | Yes – linking is ability via the Detail pane within the Laserfiche client. Additionally, linking can also be automated via Laserfiche Workflow.                                                                                                                         |

|                                                                              |                                                                                                                                                                           |
|------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Security</b>                                                              |                                                                                                                                                                           |
| Are there privilege rights controlling administrative functions?             | Yes – Privileges are broken out into a different set of administrative rights that can be assigned separately.                                                            |
| Are there access rights determining the level of access for users or groups? | This can be setup for both users and groups, although best practice is to utilize groups whenever possible.                                                               |
| Can enforce password policies?                                               | Yes – password policies can via enforced via Laserfiche Cloud.                                                                                                            |
| Can you securely wipe digital records on destruction?                        | Yes – Laserfiche also includes a separate right entitled Purge that can securely and totally remove a document that has met its retention policy and needs to be removed. |

|                                                                   |                                                                                                           |
|-------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| <b>Technical</b>                                                  |                                                                                                           |
| What is the standard operating system requirement?                | Any base, modern internet browser can be used to access Laserfiche (e.g., Chrome, Edge, Firefox, Safari). |
| Are the images and text files stored in a non-proprietary format? | Non-proprietary format (TIFF). Any other archive format can also be used (e.g., PDF-A).                   |
| Server requirements?                                              | There are no server requirements as this is hosted within Laserfiche Cloud.                               |
| CPU:                                                              | NA                                                                                                        |
| Memory:                                                           | NA                                                                                                        |

|                                          |                                                                 |
|------------------------------------------|-----------------------------------------------------------------|
| Communications:                          | NA                                                              |
| Operating System:                        | NA                                                              |
| Database Engine:                         | NA                                                              |
|                                          |                                                                 |
| Workstation requirements with a scanner: |                                                                 |
| CPU:                                     | Intel i3 7th Gen or better.                                     |
| Memory:                                  | 8 GB or greater (Windows 10 and above).                         |
| Operating System:                        | Windows 10 and above.                                           |
| Web browser:                             | Any base up to date Internet Browser will work with Laserfiche. |

|                                                                                                                                                                                                                                                                             |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Compatibility</b>                                                                                                                                                                                                                                                        |  |
| <p>Describe briefly or through an attachment integration with other software that integrates/exports to JPEG or TIFF images.</p> <p>Please explain below how your system could work in conjunction with other software that provides permitting capabilities.</p>           |  |
| <p>Laserfiche can integrate with many applications, including building/planning/zoning, GIS. Out of the box integrations include Muncity, DocuSign, Microsoft Office, SharePoint and Redtail CRM integration (note that for integrations additional charges may apply).</p> |  |

## EXPERIENCE AND PROJECT UNDERSTANDING

### *ICC-CDS Company Information*

Company Name: ICC Community Development Solutions  
Corporate Address: 781 Elmgrove Road, Rochester, NY 14624  
State of Incorporation: New York  
Legal Form: Limited Liability Company with C corporation tax election  
Years in business: 60+  
Year Founded: 1962  
Number of employees: 111  
Federal ID#: 81-4343415  
Dunn & Bradstreet #: 002204980  
Regional Offices: 4 covering over 500 counties, municipalities & organizations across the United States  
  
Office Headquarters: 781 Elmgrove Road, Rochester, NY 14624

### **Project Main Contact Person**

Bruce Cadman, Senior Solutions Account Executive, [bcadman@icc-cds.com](mailto:bcadman@icc-cds.com); 248-320-3948

### **Management Contacts**

Main Office: 781 Elmgrove Road, Rochester, NY 14624  
Dan Foster, General Manager, [dfoster@icc-cds.com](mailto:dfoster@icc-cds.com) 585-802-0854  
Sandy Hess, Sales Operations Manager, [shess@icc-cds.com](mailto:shess@icc-cds.com) 585-355-7131  
Mike Rizzo, Operations Manager, [mrizzo@icc-cds.com](mailto:mrizzo@icc-cds.com) 585-469-4467

### **Business Phone and Fax Numbers**

585-328-1810 (Main Office)  
585-328-8189 (Main Office Fax)  
248-320-3948 (Bryan Fatka)

\*ICC CDS is a long running business in good standing in all 50 states with all necessary licenses, permits, certifications, approvals, and authorizations necessary to do business.

## About the LASERFICHE Software (Founded 1976)

Dunn & Bradstreet (D&B) number: 086512134

Compulink Management Center, Inc. (DBA Laserfiche®) is a privately held corporation with world headquarters in Long Beach, CA. The company was founded in 1976 by Nien-Ling Wacker as a custom software developer and has been developing the Laserfiche product line since 1987. Development of the Laserfiche product began in 1987 and the product was first commercially available in 1988. Since then, Laserfiche has pioneered several technologies in the content management field as they continuously improve and expand their product line. With more than 36,000 customers worldwide, their products have been trusted to solve the content management needs of customers in a large variety of industries and environments. The company's senior management team has been working together for more than 20 years providing stability, guidance, and long-term product development vision. Laserfiche has enjoyed consistent profitability and growth and continues to expand domestically and internationally. As a software developer with a strong reputation for incorporating customer feedback into their product offerings, they focus on developing simple, elegant content management solutions that help organizations run smarter.

## WHAT DIFFERENTIATES ICC-CDS FROM ITS KEY COMPETITORS?

ICC-CDS is a values-based organization dedicated to delivering a higher standard in enterprise content management solutions. More than 800 municipalities and public organizations have relied on ICC-CDS for 25+ years to provide services that bring greater efficiency, transparency and continuity to them and their communities.

### *Choose a Partner with a Proven Record*

Over 25 years ago, ICC-CDS became a Laserfiche Solution Provider, adding content management solutions to our successful codification practice. The solutions available have evolved from a basic store and retrieve system into the current Content/Business Process Management solution. ICC-CDS's Content Management Business is responsible for all sales, implementation, and support of over 800 Laserfiche customers, focusing on municipal and County governments, in 27 different states and Canada.

ICC-CDS is proud to be one of the few Platinum Certified Laserfiche Resellers in the Laserfiche network and has consistently been a top 5 government reseller for Laserfiche for the past 20 years achieving the Laserfiche Winner's Circle Solution Provider Award for 20 consecutive years. **As of February 2023, ICC-CDS had been awarded Premier Partner Status at Laserfiche, Platinum Certification and 2022 Customer Choice Solution Provider!**

Serving the needs of so many public sector organizations has been significant in understanding the unique budget and functional requirements in a highly regulated environment that government organizations exist. We pride ourselves in our level of experience in the industry and leverage our technical knowledge and focus on the customer to ensure that our services and software are delivered on time and within budget to achieve the desired functionality and highest quality possible.

### *Not just a Laserfiche Solution Provider*

Taking care of our customers is at the core of what we do at ICC-CDS and how we operate as a company. We are consultants who draw from our years of experience working with clients and organizational goals similar to yours to provide you with guidance and customized solutions. We are most proud of our **98% customer retention rate**.

At ICC-CDS, we are aware that developing client-oriented software solutions takes a mixture of technical excellence and clear communication; and our company hires only the very best to ensure you receive both. The mission of the ICC Community Development Solutions (CDS) team is to work closely with our customers to improve internal processes as well as constituent services that address mission critical objectives.

ICC-CDS knows the process used to implement and maintain a Content Management System has a substantial impact on

its overall success. Pairing our technical and project management expertise with your organizational process experts is a strong foundation for creating a solution that meets business needs and streamlines processes.

### ***Capabilities and Experience***

At ICC-CDS, we know the process used to implement an ECM Solution has a substantial impact on its overall success. Pairing our technical and project management expertise with your organizational process experts is a strong foundation for creating a solution that meets business needs and streamlines processes.

ICC-CDS will work with key contacts to provide project oversight and ensure coherent and integrated project execution. Regular project status meetings will be held to report on status, issues and facilitate project execution. Quality control will be reviewed by the project team on a regular basis and discussed with the Village.

### **Understanding of Scope:**

This project will focus first on the design, development, deployment, and training of end users on a system of maintaining digital documents. We will work with the Village to design the core system/processes to build consistency, and each department will then be able to adapt the core functionality to its specific use case.

Once digitized, documents need to be easily searched and found using software tools to enable this function. We will teach how to use these tools as well as how to automate some searching functionality for greater efficiency. The software and the base system will be designed to also allow for future growth into all departments, providing access to automation and online forms and processes to bring efficiencies to the office.

Our focus on customer service means we take a vested interest in the maintenance and support of the system as well as the training of end users, with the goal of creating a system that end users enjoy using, can learn quickly, and come to rely on for everyday use.

### **Technical and Management Approach:**

#### **a) Project Management Approach**

The success of any ECM project hinges upon active stakeholder involvement to ensure that the solution developed will meet the needs of the organization. The Village will therefore be an active partner in the project with ICC-CDS. The Village of Warwick will be responsible for identifying a Project Manager, IT resources, and staff representative(s) to team with ICC-CDS's Project Team. These individuals should have dedicated time to focus on this project to answer questions, clarify processes and give feedback on proposed solutions.

#### **b) Quality Assurance and Validation**

ICC-CDS implementation methodology breaks projects down into manageable segments. Initial focus on ensuring proper infrastructure, implementing the base Laserfiche software, planning the repository and training end-users will place the Village in a great position to organize their data and develop and leverage electronic content management (ECM). Initial Laserfiche system implementation, configuration and training will put in place the building blocks for a solid document management, business process and records management system. Working with the Village project team and IT resources, each step will be tested and approved before going live. We work with our customers who are the experts on their needs, and jointly design operational processes that improve, not just automate, the current process.

When you choose ICC-CDS, you gain access to an experienced, professional, and respected staff of technical support specialists. Our clients have come to rely on the knowledge, promptness and technical leadership demonstrated by our team.

ICC-CDS offers customized technical support and years of experience guiding customers on their digital journey. Our dedicated account executives, project managers, implementation and support staffs will ensure consistency and direct access for question resolution, project status updates, change order requests and issue escalation.

| MWBE Statement, Utilization Plan & Staffing Plan                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>Consultants must provide a statement that includes whether or not they are a bona fide NYS Certified MWBE firm, will use bona fide NYS Certified MWBE subcontractors and the percentage of the workforce utilized to perform the work of this contract who will be either Minority (M) or Women (W), including both the Consultant's workforce and that of any subcontractors who will be utilized.</p> <p>Quotes must include the attached:</p> <ul style="list-style-type: none"> <li>• Appendix B - M/WBE 100 Utilization Plan</li> <li>• Appendix C – M/WBE EEO Staffing Plan &amp; Instructions</li> <li>• Appendix D – M/WBE Notice of Intent to Participate</li> </ul> <p><b>MWBE:</b> Article 15-A of the New York State Executive Law authorized the creation of an Office (now Division) of Minority and Women's Business Development to promote employment and business opportunities on state contracts for minorities and women. Under this statute, state agencies are charged with establishing employment and business participation goals for minorities and women.</p> <p>The M/WBE participation goal for LGRMIF grants is 30% of the grant project budget.</p> |  |

## APPENDIX B

### M/WBE 100 UTILIZATION PLAN

*Note that ICC-CDS is not an NYS Certified MWBE firm. However, note that International Code Council is a long running business in good standing in all 50 states with all necessary licenses, permits, certifications, approvals, and authorizations necessary to do business.*

**APPENDIX C Information on following page.**

**EEO 100 STAFFING PLAN AND INSTRUCTIONS**

# EQUAL EMPLOYMENT OPPORTUNITY - STAFFING PLAN

## Instructions on Page 2

Applicant: ICC-CDS

Telephone: 585-328-1810

Address: 781 Elmgrove Rd

Federal ID #: 81-4343415

City, State, ZIP: Rochester, New York, 14624

Project #: NA

Report includes:

☐ Work force to be utilized on this contract OR

XXXX ☐ Applicant's total work force

**Enter the total number of employees in each classification in each of the EEO-Job Categories identified.**

| EEO - Job Categories                          | Total Work Force | Race/Ethnicity - report employees in only one category |        |                        |                           |                                           |       |                                  |                   |          |         |       |                  |                                           |       |                                  |                   |          |         |
|-----------------------------------------------|------------------|--------------------------------------------------------|--------|------------------------|---------------------------|-------------------------------------------|-------|----------------------------------|-------------------|----------|---------|-------|------------------|-------------------------------------------|-------|----------------------------------|-------------------|----------|---------|
|                                               |                  | Hispanic or Latino                                     |        | Not-Hispanic or Latino |                           |                                           |       |                                  |                   |          |         |       |                  |                                           |       |                                  |                   |          |         |
|                                               |                  |                                                        |        | Male                   |                           |                                           |       |                                  |                   |          |         |       | Female           |                                           |       |                                  |                   |          |         |
|                                               |                  | Male                                                   | Female | White                  | African-American or Black | Native Hawaiian or Other Pacific Islander | Asian | American Indian or Alaska Native | Two or More Races | Disabled | Veteran | White | African-American | Native Hawaiian or Other Pacific Islander | Asian | American Indian or Alaska Native | Two or More Races | Disabled | Veteran |
| Executive/Senior Level Officials and Managers |                  |                                                        |        |                        |                           |                                           |       |                                  |                   |          |         |       |                  |                                           |       |                                  |                   |          |         |
| First/Mid-Level Officials and Managers        |                  |                                                        |        |                        |                           |                                           |       |                                  |                   |          |         |       |                  |                                           |       |                                  |                   |          |         |
| Professionals                                 |                  |                                                        |        |                        |                           |                                           |       |                                  |                   |          |         |       |                  |                                           |       |                                  |                   |          |         |
| Technicians                                   |                  |                                                        |        |                        |                           |                                           |       |                                  |                   |          |         |       |                  |                                           |       |                                  |                   |          |         |
| Sales Workers                                 |                  |                                                        |        |                        |                           |                                           |       |                                  |                   |          |         |       |                  |                                           |       |                                  |                   |          |         |
| Administrative Support Workers                |                  |                                                        |        |                        |                           |                                           |       |                                  |                   |          |         |       |                  |                                           |       |                                  |                   |          |         |
| Craft Workers                                 |                  |                                                        |        |                        |                           |                                           |       |                                  |                   |          |         |       |                  |                                           |       |                                  |                   |          |         |
| Operatives                                    |                  |                                                        |        |                        |                           |                                           |       |                                  |                   |          |         |       |                  |                                           |       |                                  |                   |          |         |
| Laborers and Helpers                          |                  |                                                        |        |                        |                           |                                           |       |                                  |                   |          |         |       |                  |                                           |       |                                  |                   |          |         |
| Service Workers                               |                  |                                                        |        |                        |                           |                                           |       |                                  |                   |          |         |       |                  |                                           |       |                                  |                   |          |         |
| TOTAL                                         | 40               |                                                        |        |                        |                           |                                           |       |                                  |                   |          |         |       |                  |                                           |       |                                  |                   |          |         |

PREPARED BY: Brian Hoody

DATE: 3/24/25

NAME AND TITLE OF PREPARER: Presales

TELEPHONE/EMAIL: bhoody@icc-cds.com

## STAFFING PLAN INSTRUCTIONS

General Instructions: All Bidders and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's or subcontractor's total work force, the Bidder shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's or subcontractor's total work force, the Bidder shall complete this form for the contractor's or subcontractor's total work force.

### Instructions for Completing:

1. Enter the Solicitation number that this report applies to, along with the name, address, and federal ID number of the Bidder.
2. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Bidder's total work force.
3. Check off the appropriate box to indicate if the Bidder completing the report is the contractor or subcontractor.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and race/ethnic background and enter under the heading Race/Ethnicity. Contact the M/WBE coordinator, [MWBE@nysed.gov](mailto:MWBE@nysed.gov), if you have any questions.
6. Enter the name, title, phone number and/or email address for the person completing the form. Sign and date the form in designated areas.

### RACE/ETHNIC IDENTIFICATION

For purposes of this form NYSED will accept the definitions of race/ethnic designations used by the federal Equal Employment Opportunity Commission (EEOC), as those definitions are described below or amended hereafter. (Be advised these terms may be defined differently for other purposes under NYS statutory, regulatory, or case law). Race/ethnic designations as used by the EEOC do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. The race/ethnic categories for this survey are:

- **Hispanic or Latino** - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
- **White (Not Hispanic or Latino)** - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
- **Black or African American (Not Hispanic or Latino)** - A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian (Not Hispanic or Latino)** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- **American Indian or Alaska Native (Not Hispanic or Latino)** - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- **Two or More Races (Not Hispanic or Latino)** - All persons who identify with more than one of the above five races.
- **Disabled** - Any person who has a physical or mental impairment that substantially limits one or more major life activity; has a record of such an impairment; or is regarded as having such an impairment
- **Vietnam Era Veteran** - a veteran who served at any time between and including January 1, 1963 and May 7, 1975.

## APPENDIX D

### M/WBE NOTICE OF INTENT TO PARTICIPATE

*Note that ICC-CDS is not an NYS Certified MWBE firm. However, note that International Code Council is a long running business in good standing in all 50 states with all necessary licenses, permits, certifications, approvals, and authorizations necessary to do business.*