

MEETING OF THE ROTTERDAM TOWN BOARD

May 28, 2025

7:00 PM

Agenda Review 6:30 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

PROCLAMATIONS

- Domenic Joseph Polimeni -Scout Troop 3050

PUBLIC HEARING

PRESENTATIONS

- Historian Report - James M Schaefer, Ph.D.

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

Those members of the public wishing to address the Town Board will be asked to sign in before the meeting is called to order on the sign-in sheets being provided. Speakers will be called to the podium in the order of their signing in. Persons recognized by the Chair to speak during privilege of the floor shall direct his/her comments to the Town Supervisor as Chair of the meeting. Persons granted the privilege of the floor shall first clearly state his/her name and address for the record. Persons so addressing the Chair through the use of a prepared written statement shall submit a copy of the same to the Town Clerk for the purpose of maintaining clear and accurate official minutes of the Town Board meeting.

GENERAL RULES OF PROCEDURE FOR PUBLIC HEARINGS & PRIVILEGE OF THE FLOOR:

Any person recognized by the Town Supervisor to speak during privilege of the floor shall direct his/her comments to the Town Supervisor as chair of the meeting. Any person granted the privilege of the floor shall first clearly state his/her name and address for the record. The purpose of privilege of the floor shall be for speakers to express their views, thoughts and speak freely. Each speaker, who wishes to address the town board, shall have an equal and reasonable opportunity to be heard by the town board. Each speaker shall be afforded a maximum of four (4) minutes to address the Town Board.

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS: RESOLUTIONS

195.25 Accepting Town Board Meeting Minutes. Pg. 3

196.25 To appoint Justin D'Alessandro to the position of Senior Park Attendant. Pg. 47

197.25 To authorize the purchase of one dump truck for the Water and Sewer Maintenance Department. Pg. 54

198.25 To approve 2025 quarterly expense transfers of gas and diesel. Pg. 62

199.25 To approve budget transfers to the 2025 budget. Pg. 64

200.25 To approve budget transfers to the 2024 budget. Pg. 68

201.25 Call for bids for Water District No. 5 Water System Improvements – Contract No. 2 – Valve & Hydrant Replacement. Pg. 80

202.25 To negotiate and execute an agreement with HydroSource Associates, PC, for Change Order #1 for Hydrogeologic Services and Consulting. Pg. 84

203.25 To negotiate and execute Amendment No. 1 to an existing agreement with Barton and Loguidice for WD No. 5 – Capital Project – Water System Improvements. Pg. 95

204.25 To negotiate and execute an agreement with Barton and Loguidice for WD No. 5 - Curry Road – Water Main Replacement/Upgrade Project. Pg. 253

**LIAISON REPORTS
MISCELLANEOUS
EXECUTIVE SESSION
ADJOURNMENT
Mollie A. Collins, Supervisor**

RESOLUTION NO. 195.25

ACCEPTING TOWN BOARD MEETING MINUTES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the May 14, 2025 Town Board meetings as attached.

SECTION 2. This resolution shall become effective May 28, 2025.

DATED: May 28, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org



LEGISLATIVE REQUEST FORM

DATE: May 21, 2025

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from the May 14, 2025, Town Board Meeting.

TO BE PLACED ON TOWN BOARD AGENDA OF: May 28, 2025

TO BE PLACED ON TOWN BOARD MEETING OF: May 28, 2025

Background Information: Attached. To adopt the meeting minutes from the May 14, 2025 Town Board Meeting.

Evaluation/Analysis: N/A

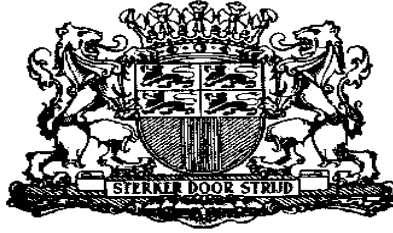
Recommendation(s): To place on Town Board agenda and Town Board meeting of May 28, 2025.

Attachment/Document(s): Attached

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): N/A

LEGISLATION WAS PREPARED BY: Town Clerk Diane M. Marco



TOWN OF ROTTERDAM

DIANE M. MARCO

Town Clerk

John F. Kirvin Government Center * 1100 Sunrise Boulevard * Rotterdam, NY 12306
Telephone: (518) 355-7575 Ext: 352 * Fax: (518)355-7837* Website: www.rotterdamny.org
Email * dmarco@rotterdamny.org

May 16, 2025

Certified Resolutions: #174.25-#194.25 for the year 2025 was duly adopted at the Town Board Meeting held at the Rotterdam Junction Volunteer Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 that was held Wednesday, May 14, 2025. The Town Board Agenda Meeting started at approximately 6:39 p.m. The agenda meeting was adjourned at approximately 6:46 p.m. all agreed to adjourn the agenda meeting. Motion #10 was made by Councilmember Mastroianni and seconded by Councilmember Gallucci. The Town Board meeting began at approximately 7:00 p.m. The Town Board Meeting was adjourned at approximately 7:55 p.m. by Councilmember Mastroianni and seconded by Councilmember Schlag. All agreed to adjourn the Town Board Meeting.

Councilmember Dodson was absent

Diane M. Marco

Diane M. Marco, Town Clerk

MEETING OF THE ROTTERDAM TOWN BOARD

May 14, 2025

7:00 PM

Agenda Review 6:30 PM

Meeting is scheduled to be held at the Rotterdam Junction Volunteer Fire Department

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

EXECUTIVE SESSION

PROCLAMATIONS

PUBLIC HEARING

- To amend Chapter 107 of the Code of the Town of Rotterdam regulating Dogs within the Town of Rotterdam. **PUBLIC HEARING CLOSED**

PRESENTATIONS

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

Those members of the public wishing to address the Town Board will be asked to sign in before the meeting is called to order on the sign-in sheets being provided. Speakers will be called to the podium in the order of their signing in. Persons recognized by the Chair to speak during privilege of the floor shall direct his/her comments to the Town Supervisor as Chair of the meeting. Persons granted the privilege of the floor shall first clearly state his/her name and address for the record. Persons so addressing the Chair through the use of a prepared written statement shall submit a copy of the same to the Town Clerk for the purpose of maintaining clear and accurate official minutes of the Town Board meeting.

GENERAL RULES OF PROCEDURE FOR PUBLIC HEARINGS & PRIVILEGE OF THE FLOOR:

Any person recognized by the Town Supervisor to speak during privilege of the floor shall direct his/her comments to the Town Supervisor as chair of the meeting. Any person granted the privilege of the floor shall first clearly state his/her name and address for the record. The purpose of privilege of the floor shall be for speakers to express their views, thoughts and speak freely. Each speaker, who wishes to address the town board, shall have an equal and reasonable opportunity to be heard by the town board. Each speaker shall be afforded a maximum of four (4) minutes to address the Town Board.

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS:

MOTIONS

10.25 I make a Motion to table Resolution 179.25.

RESOLUTIONS

174.25 Accepting Town Board Meeting Minutes. Pg. 16

175.25 To accept revenue for Town Clerk's office for April 2025. Pg. 59

176.25 To appoint Michael Salamone as the Director of the Rotterdam Town Band for the 2025 Summer Concert Series. Pg. 65

177.25 To appoint Joel Miller as the Director of the Rotterdam Jazz Band for the 2025 Summer Concert Series. Pg. 68

178.25 To approve budget transfers to the 2025 budget-Hydrants. Pg. 71

179.25 To approve budget transfers of gas and diesel to the 2025 budget. Pg. 75 **TABLED**

180.25 To accept and award bid for One (1) Used Bucket Truck Model Year 2012 Or Newer. Pg. 77

181.25 Call for bids for Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street. Pg. 96

182.25 Call for bids for Hazardous Materials Removal at 369 Duanesburg Road, Rotterdam NY. Pg. 147

183.25 Call for bids for 6.3mm polymer-modified hot mix asphalt highway resurfacing. Pg. 240

184.25 Call for bids for Sandborn Road Type 3 Dense Binder & 6.3mm Polymer Modified Hot Mix Asphalt Highway Resurfacing. Pg. 265

185.25 Call for proposals for Grinding and Removal of Brush, Yard Waste and Wood. Pg. 289

186.25 To negotiate and execute an agreement with Barton & Loguidice for Hazardous Materials Consulting Services for the Rotterdam Police Courts Project – 369 Duanesburg Road. Pg. 322

187.25 To negotiate and execute an agreement with KB Engineering & Architecture P.C. for professional engineering services related to the leaking fire hydrant replacement project. Pg. 329

188.25 To negotiate and execute an agreement with KB Engineering & Architecture, P.C. for professional engineering services related to the Mercury Minimization Plan. Pg. 338

189.25 To negotiate and execute an agreement with Collar City Auctions, Inc. for auctioneer services of government assets. Pg. 347

190.25 To Enact Local Law No. 4 of 2025; To amend Chapter 107 of the code of the Town of Rotterdam Regulating Dogs within the Town of Rotterdam. Pg. 353

191.25 To select Barton and Loguidice P.C. for professional engineering services for the Wastewater Treatment Plant Upgrade Project. Pg. 360

192.25 Appoint Seasonal Laborers to the Highway Department. Pg. 479

193.25 Appoint Seasonal Park Attendants to the Parks & Water Department. Pg. 481

194.25 To approve budget transfers to the 2025 budget-PT Summer Attendants. Pg.483

LIAISON REPORTS

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

Mollie A. Collins, Supervisor

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 14, 2025, at 7:00 p.m., the following motion was duly adopted:

MOTION 10.25

THEREFORE, UPON MOTION OF Councilmember **MASTROIANNI**, seconded by Councilmember **GALLUCCI**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to table resolution #179.25.

SECTION 2. This motion shall become effective May 14, 2025.

DATED: May 14, 2025

NAME	AYES	NOES	ABSTAIN
Dodson (Absent)			
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed by the Town Board of the Town of Rotterdam on May 14, 2025 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 16, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 14, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 174.25

ACCEPTING TOWN BOARD MEETING MINUTES

THEREFORE, UPON MOTION OF Councilmember **MASTROIANNI**, seconded by Councilmember **SCHLAG**, **NOW**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the April 23, 2025 Town Board meetings as attached.

SECTION 2. This resolution shall become effective May 14, 2025.

DATED: May 14, 2025

NAME	AYES	NOES	ABSTAIN
Dodson (Absent)			
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 14, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 16, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 14, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 175.25

TO ACCEPT REVENUE FOR TOWN CLERK'S OFFICE FOR APRIL 2025

THEREFORE, UPON MOTION OF Councilmember **MASTROIANNI**, seconded by Councilmember **GALLUCCI**, **NOW**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for the month of April 2025, has been placed on file and the town clerk's check in the amount of six thousand one hundred eighty nine dollars and 01/100 (\$6,189.01) has been submitted to the supervisor for deposit.

SECTION 2. This resolution shall become effective May 14, 2025.

DATED: May 14, 2025

NAME	AYES	NOES	ABSTAIN
Dodson (Absent)			
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 14, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 16, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 14, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 176.25

TO APPOINT MICHAEL SALAMONE AS THE DIRECTOR OF THE ROTTERDAM TOWN BAND FOR THE 2025 SUMMER CONCERT SERIES

THEREFORE, UPON MOTION OF Councilmember **MASTROIANNI**, seconded by Councilmember **SCHLAG**, **NOW**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Michael Salamone of Schenectady, New York is hereby appointed to the position of Director of the Rotterdam Town Band for the 2025 Summer Concert Series, with compensation upon completion of services, in the amount not to exceed two thousand one hundred and 00/100 (\$2,100.00) dollars, commencing June 2, 2025.

SECTION 2. This resolution shall become effective May 14, 2025.

DATED: May 14, 2025

NAME	AYES	NOES	ABSTAIN
Dodson (Absent)			
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

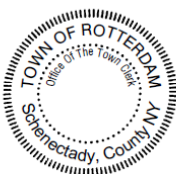
I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 14, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 16, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 14, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 177.25

TO APPOINT JOEL MILLER AS THE DIRECTOR OF THE ROTTERDAM JAZZ BAND FOR THE 2025 SUMMER CONCERT SERIES

THEREFORE, UPON MOTION OF Councilmember **MASTROIANNI**, seconded by Supervisor **COLLINS**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Joel Miller of Niskayuna, NY is hereby appointed to the position of Director of the Rotterdam Jazz Band for the 2025 Summer Concert Series, with compensation upon completion of services, in the amount not to exceed one thousand four hundred and 00/100 (\$1,400.00) dollars, commencing June 2, 2025.

SECTION 2. This resolution shall become effective May 14, 2025.

DATED: May 14, 2025

NAME	AYES	NOES	ABSTAIN
Dodson (Absent)			
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 14, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 16, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 14, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 178.25

TO APPROVE BUDGET TRANSFERS TO THE 2025 BUDGET

THEREFORE, UPON MOTION OF Councilmember **MASTROIANNI**, seconded by Councilmember **SCHLAG**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for 2025 are hereby audited and approved:

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
Water District 5	W58310-123094	FROM: Town Engineer	\$ (25,000.00)
Water District 5	W58310-4200	FROM: Telephone	\$ (2,000.00)
Water District 5	W58320-4205	FROM: Telephone Maint	\$ (5,000.00)
Water District 5	W58310-4810	FROM: Digitization/Maps	\$ (10,000.00)
Water District 5	W58340-4886	FROM: Leak Detection	\$ (47,060.00)
Water District 5	W58340-4877	TO: Hydrants	\$ 89,060.00

SECTION 2. This resolution shall become effective May 14, 2025.

DATED: May 14, 2025

NAME	AYES	NOES	ABSTAIN
Dodson (Absent)			
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 14, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 16, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 14, 2025, at 7:00 p.m., the following resolution was **TABLED**:

RESOLUTION NO. 179.25 TABLED

TO APPROVE 2025 QUARTERLY EXPENSE TRANSFERS OF GAS AND DIESEL

THEREFORE, UPON MOTION OF Councilmember **MASTROIANNI**, seconded by Councilmember **GALLUCCI**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following **GAS** expenditures to the various accounts for 2025 are hereby audited and approved:

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
General	A5132 4304	FROM: Central Gas Expenditure	-22,416.20
General	A3120 4302	INTO: Patrol Vehicle Gas	+16,581.53
General	A3310 4302	INTO: Traffic Control Gas	+513.79
General	A3620 4302	INTO: Safety Inspection Gas	+823.37
General	A7110 4302	INTO: Parks Gas	+1,800.43
General	A1355 4302	INTO: Assessor	+56.33
General	A3410 4302	INTO: Fire Fight Gas	+2,640.75
General	A5132 4304	FROM: Central Gas Expenditure	-4,018.21
Highway	DA5142 4304	INTO: Fuel Snow Removal	+2,723.34
Highway	DA5140 4304	INTO: Fuel Brush & Weed	+1,294.87
General	A5132 4304	FROM: Central Gas Expenditure	-2,436.42
S2	S28120 4302	INTO: S2 Gas Oil Lube	+2,436.42
General	A5132 4304	FROM: Central Gas Expenditure	-2,412.04
W5	W58340 4302	INTO: W5 Gas Oil Lube	+2,412.04

SECTION 2. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following **DIESEL** expenditures to the various accounts for 2025 are hereby audited and approved:

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-3,822.26
General	A8189 4302	INTO: Landfill Gas	+2,286.70

General	A3410 4302	INTO: Fire Fight Gas	+1,160.93
General	A3120 4204	INTO: Police Diesel Generator	+374.63
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-16,783.89
Highway	DA5142 4304	INTO: Fuel Snow Removal	+14,267.27
Highway	DA5140 4304	INTO: Fuel Brush & Weed	+2,516.62
<i>Fund</i>	<i>Account No</i>	<i>Title</i>	<i>Amount</i>
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-470.66
S2	S28120 4302	INTO: S2 Gas Oil Lube	+470.66
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-470.88
W5	W58340 4302	INTO: W5 Gas Oil Lube	+470.88

SECTION 3. This resolution shall become effective May 14, 2025.

DATED: May 14, 2025 **TO TABLE**

NAME	AYES	NOES	ABSTAIN
Dodson (Absent)			
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was **tabled** by the Town Board Meeting of the Town of Rotterdam on May 14, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 16, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 14, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 180.25

TO ACCEPT AND AWARD BID FOR ONE (1) USED BUCKET TRUCK MODEL YEAR 2012 OR NEWER

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (<https://bidnetdirect.com/townofrotterdam>). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request for the purchase by the Town of Rotterdam of the following:

ONE (1) USED BUCKET TRUCK MODEL YEAR 2012 OR NEWER

THEREFORE, UPON MOTION OF Councilmember **MASTROIANNI**, seconded by Councilmember **SCHLAG**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid to purchase One (1) 2014 Ram 4500 Used Bucket Truck for the Town of Rotterdam to Advanced Fleet Management LLC, located at 3 Kemah Lake Road, Branchville, New Jersey 07826, at the mutual consent of both the Town and Advanced Fleet Management LLC, with a bid amount not to exceed, thirty-eight thousand ninety-five and 00/100 (\$38,095.00) dollars.

SECTION 2. The Supervisor of the Town of Rotterdam is hereby authorized to execute a contract with the said bidder in accordance with the terms of the bid proposal as submitted. Summary of bid prices is on file in the Town Clerk's office.

SECTION 3. This resolution shall become effective May 14, 2025.

DATED: May 14, 2025

NAME	AYES	NOES	ABSTAIN
Dodson (Absent)			
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 14, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 16, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 14, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 181.25

**CALL FOR BIDS FOR CURRY ROAD (ROUTE 7) RECONSTRUCTION, BETWEEN
ALTAMONT AVENUE AND DEFOREST STREET**

THEREFORE, UPON MOTION OF Councilmember **MASTROIANNI**, seconded by Councilmember **SCHLAG**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street.

SECTION 2. The Town Clerk of the Town of Rotterdam shall cause the following public notice to be published in the official newspaper of the Town of Rotterdam, and the Supervisor of the Town of Rotterdam shall cause the following public notice be published to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) at least five (5) days before the date of reception of bid proposals:

**TOWN OF ROTTERDAM
NOTICE TO BIDDERS**

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Monday, the 2nd day of June 2025, at 11:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

**CURRY ROAD (ROUTE 7) RECONSTRUCTION, BETWEEN ALTAMONT AVENUE
AND DEFOREST STREET**

Digital Copies of Specifications may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document from a source

other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.

ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT 1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON BIDNET PRIOR TO 11:00 A.M., JUNE 2, 2025

The Town Board reserves the right to accept or reject any and all bids or proposals or any specific part of any item of any bid.

**BY ORDER OF THE ROTTERDAM TOWN BOARD
DIANE M. MARCO, TOWN CLERK**

DATED: May 14, 2025

BidNet: Please publish on May 15, 2025

Daily Gazette: Please publish once on May 16, 2025

Town Clerk Post

SECTION 3. This resolution shall become effective May 14, 2025.

DATED: May 14, 2025

NAME	AYES	NOES	ABSTAIN
Dodson (Absent)			
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 14, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 16, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 14, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 182.25

**CALL FOR BIDS FOR HAZARDOUS MATERIALS REMOVAL AT 369
DUANESBURG ROAD, ROTTERDAM NY**

THEREFORE, UPON MOTION OF Councilmember **MASTROIANNI**, seconded by Supervisor **COLLINS**,
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Hazardous Materials Removal at 369 Duanesburg Road, Rotterdam NY.

SECTION 2. The Town Clerk of the Town of Rotterdam shall cause the following public notice to be published in the official newspaper of the Town of Rotterdam, and the Supervisor of the Town of Rotterdam shall cause the following public notice be published to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) at least five (5) days before the date of reception of bid proposals:

**TOWN OF ROTTERDAM
NOTICE TO BIDDERS**

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Wednesday, the 4th day of June 2025, at 11:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

**HAZARDOUS MATERIALS REMOVAL AT 369 DUANESBURG ROAD,
ROTTERDAM NY**

Digital Copies of Specifications may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document from a source

other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.

ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT 1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON BIDNET PRIOR TO 11:00 A.M., JUNE 4, 2025

The Town Board reserves the right to accept or reject any and all bids or proposals or any specific part of any item of any bid.

**BY ORDER OF THE ROTTERDAM TOWN BOARD
DIANE M. MARCO, TOWN CLERK**

DATED: May 14, 2025

BidNet: Please publish on May 15, 2025

Daily Gazette: Please publish once on May 16, 2025

Town Clerk Post

SECTION 3. This resolution shall become effective May 14, 2025.

DATED: May 14, 2025

NAME	AYES	NOES	ABSTAIN
Dodson (Absent)			
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

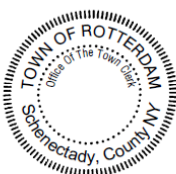
I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 14, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 16, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 14, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 183.25

**CALL FOR BIDS FOR 6.3MM POLYMER-MODIFIED HOT MIX ASPHALT
HIGHWAY RESURFACING**

THEREFORE, UPON MOTION OF Councilmember **MASTROIANNI**, seconded by Councilmember **SCHLAG**,
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for 6.3mm Polymer-Modified Hot Mix Asphalt Highway Resurfacing.

SECTION 2. The Town Clerk of the Town of Rotterdam shall cause the following public notice to be published in the official newspaper of the Town of Rotterdam, and the Supervisor of the Town of Rotterdam shall cause the following public notice be published to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) at least five (5) days before the date of reception of bid proposals:

**TOWN OF ROTTERDAM
NOTICE TO BIDDERS**

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Friday, the 30th day of May 2025, at 10:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

6.3MM POLYMER-MODIFIED HOT MIX ASPHALT HIGHWAY RESURFACING

Digital Copies of Specifications may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.

**ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT
1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON
BIDNET PRIOR TO 10:00 A.M., MAY 30, 2025**

The Town Board reserves the right to accept or reject any and all bids or proposals or any specific part of any item of any bid.

**BY ORDER OF THE ROTTERDAM TOWN BOARD
DIANE M. MARCO, TOWN CLERK**

DATED: May 14, 2025

BidNet: Please publish on May 15, 2025

Daily Gazette: Please publish once on May 16, 2025

Town Clerk Post

SECTION 3. This resolution shall become effective May 14, 2025.

DATED: May 14, 2025

NAME	AYES	NOES	ABSTAIN
Dodson (Absent)			
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 14, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 16, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 14, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 184.25

**CALL FOR BIDS FOR SANDBORN ROAD TYPE 3 DENSE BINDER & 6.3MM
POLYMER MODIFIED HOT MIX ASPHALT HIGHWAY RESURFACING**

THEREFORE, UPON MOTION OF Councilmember **SCHLAG**, seconded by
Councilmember **MASTROIANNI**,
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Sandborn Road Type 3 Dense Binder & 6.3mm Polymer Modified Hot Mix Asphalt Highway Resurfacing.

SECTION 2. The Town Clerk of the Town of Rotterdam shall cause the following public notice to be published in the official newspaper of the Town of Rotterdam, and the Supervisor of the Town of Rotterdam shall cause the following public notice be published to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) at least five (5) days before the date of reception of bid proposals:

**TOWN OF ROTTERDAM
NOTICE TO BIDDERS**

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Friday, the 30th day of May 2025, at 10:15 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

**SANDBORN ROAD TYPE 3 DENSE BINDER & 6.3MM POLYMER MODIFIED HOT
MIX ASPHALT HIGHWAY RESURFACING**

Digital Copies of Specifications may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document from a source

other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.

ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT 1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON BIDNET PRIOR TO 10:15 A.M., MAY 30, 2025

The Town Board reserves the right to accept or reject any and all bids or proposals or any specific part of any item of any bid.

**BY ORDER OF THE ROTTERDAM TOWN BOARD
DIANE M. MARCO, TOWN CLERK**

DATED: May 14, 2025

BidNet: Please publish on May 15, 2025

Daily Gazette: Please publish once on May 16, 2025

Town Clerk Post

SECTION 3. This resolution shall become effective May 14, 2025.

DATED: May 14, 2025

NAME	AYES	NOES	ABSTAIN
Dodson (Absent)			
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 14, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 16, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 14, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 185.25

CALL FOR PROPOSALS FOR GRINDING AND REMOVAL OF BRUSH, YARD WASTE AND WOOD

THEREFORE, UPON MOTION OF Councilmember **MASTROIANNI**, seconded by Councilmember **GALLUCCI**,
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for proposals for Grinding And Removal Of Brush, Yard Waste And Wood.

SECTION 2. The Town Clerk of the Town of Rotterdam shall cause the following public notice to be published in the official newspaper of the Town of Rotterdam, and the Supervisor of the Town of Rotterdam shall cause the following public notice be published to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) at least five (5) days before the date of reception of bid proposals:

**TOWN OF ROTTERDAM
NOTICE TO BIDDERS**

PLEASE TAKE NOTICE: That all proposals received by the Town Board of the Town of Rotterdam, by Friday, the 30th day of May 2025, at 10:30 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by close of business the next day, of all submissions received pursuant to this notice. Additionally, the official report and all proposals shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

GRINDING AND REMOVAL OF BRUSH, YARD WASTE AND WOOD

Digital Copies of Specifications may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.

**ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT
1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON
BIDNET PRIOR TO 10:30 A.M., MAY 30, 2025**

The Town Board reserves the right to accept or reject any and all bids or proposals or any specific part of any item of any bid.

**BY ORDER OF THE ROTTERDAM TOWN BOARD
DIANE M. MARCO, TOWN CLERK**

DATED: May 14, 2025

BidNet: Please publish on May 15, 2025

Daily Gazette: Please publish once on May 16, 2025

Town Clerk Post

SECTION 3. This resolution shall become effective May 14, 2025.

DATED: May 14, 2025

NAME	AYES	NOES	ABSTAIN
Dodson (Absent)			
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 14, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 16, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 14, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 186.25

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON & LOGUDICE
FOR HAZARDOUS MATERIALS CONSULTING SERVICES FOR THE ROTTERDAM
POLICE COURTS PROJECT – 369 DUANESBURG ROAD**

THEREFORE, UPON MOTION OF Councilmember **MASTROIANNI**, seconded by Councilmember **SCHLAG**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Barton & Loguidice, located at 10 Airline Drive, Suite 200, Albany, New York 12205, for Hazardous Materials Consulting Services for the provision of preparing technical specifications and providing bidding services, asbestos project monitoring and air sampling services for the planned demolition project located at 369 Duanesburg Road, Rotterdam, New York., in the amount not to exceed ten thousand five hundred and 00/100 (\$10,500.00) dollars.

SECTION 2. This resolution shall become effective May 14, 2025.

DATED: May 14, 2025

NAME	AYES	NOES	ABSTAIN
Dodson (Absent)			
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 14, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 16, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 14, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 187.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH KB ENGINEERING & ARCHITECTURE P.C. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE FIRE HYDRANT REPLACEMENT PROJECT

THEREFORE, UPON MOTION OF Councilmember **MASTROIANNI**,
seconded by Supervisor **COLLINS**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with KB Engineering & Architecture P,C., located at 100 Great Oaks Boulevard Suite 114, Albany, NY 12203, for professional engineering services related to the Fire Hydrant Replacement Project, in an amount not to exceed seven thousand eight hundred twenty and 00/100 (\$7,820.00) dollars.

SECTION 2. This resolution shall become effective May 14, 2025.

DATED: May 14, 2025

NAME	AYES	NOES	ABSTAIN
Dodson (Absent)			
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 14, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 16, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 14, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 188.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH KB ENGINEERING & ARCHITECTURE, P.C. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE MERCURY MINIMIZATION PLAN

THEREFORE, UPON MOTION OF Councilmember **MASTROIANNI**, seconded by Supervisor **COLLINS**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with, KB Engineering & Architecture, P.C., located at 100 Great Oaks Boulevard, Suite 114, Albany, New York 12203, for professional engineering services to draft and compile the Mercury Minimization Program (MMP) for 2024-2025, required to be submitted to NYSDEC, in an amount not to exceed three thousand two hundred and 00/100 (\$3,200.00) dollar so be billed monthly as a percentage of the work completed.

SECTION 2. This resolution shall become effective May 14, 2025.

DATED: May 14, 2025

NAME	AYES	NOES	ABSTAIN
Dodson (Absent)			
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 14, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 16, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 14, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 189.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH COLLAR CITY AUCTIONS, INC. FOR AUCTIONEER SERVICES OF GOVERNMENT ASSETS

THEREFORE, UPON MOTION OF Councilmember **SCHLAG**, seconded by Councilmember **MASTROIANNI**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Collar City Auctions, Inc., located at 9423 Western Turnpike, Delanson, NY 12053, for auctioneer services of government asset including all equipment and materials declared obsolete by the Rotterdam Town Board, for a three (3) year period commencing May 14, 2025 through May 14, 2028.

SECTION 2. This resolution shall become effective May 14, 2025.

DATED: May 14, 2025

NAME	AYES	NOES	ABSTAIN
Dodson (Absent)			
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 14, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 16, 2025.



Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 14, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 190.25

TO ENACT LOCAL LAW NO. 4 OF 2025; TO AMEND CHAPTER 107 OF THE CODE OF THE TOWN OF ROTTERDAM REGULATING DOGS WITHIN THE TOWN OF ROTTERDAM

WHEREAS, an introductory local law entitled proposed amendments to Chapter 107 of the Town Code of the Town of Rotterdam was introduced to the Town Board of the Town of Rotterdam on April 23, 2025; and

WHEREAS, a Notice of Public Hearing thereon was duly published and posted, and a public hearing was held on May 14, 2025, at 7:00 PM, before the Town Board; and

WHEREAS, public discussion was heard at such hearing concerning the merits and significance of said introductory local law; NOW

THEREFORE, UPON MOTION OF Councilmember **MASTROIANNI**, seconded by Councilmember **SCHLAG**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby adopt said Introductory Local Law No. 4 of 2025; To amend Chapter 107 of the Code of the Town of Rotterdam, regulating Dogs within the Town of Rotterdam, a copy of which is attached hereto and made part of this resolution.

SECTION 2. The Town Clerk is hereby directed to enter said local law in the minutes of this meeting and in the Code of the Town of Rotterdam, and to give due notice of the adoption of said local law to the Secretary of State of New York.

SECTION 3. This resolution shall become effective May 14, 2025.

DATED: May 14, 2025

NAME	AYES	NOES	ABSTAIN
Dodson (Absent)			
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 14, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 16, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 14, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 191.25

**TO SELECT BARTON AND LOGUIDICE P.C. FOR PROFESSIONAL
ENGINEERING SERVICES FOR THE WASTEWATER TREATMENT PLANT
UPGRADE PROJECT**

WHEREAS, the Town issued a Request for Qualifications (RFQ) for Engineering Services regarding the Town of Rotterdam Wastewater Treatment Plant Upgrade Project on April 10, 2025, with responses due by May 2, 2025; and

WHEREAS, the Town received one (1) response to the RFQ from Barton and Loguidice; and; NOW

THEREFORE, UPON MOTION OF Councilmember **GALLUCCI**, seconded by Councilmember **SCHLAG**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby select Barton and Loguidice P.C. as the engineering firm to provide professional engineering services for the Wastewater Treatment Plant Upgrade Project.

SECTION 2. This resolution shall become effective May 14, 2025.

DATED: May 14, 2025

NAME	AYES	NOES	ABSTAIN
Dodson (Absent)			
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 14, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 16, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 14, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 192.25

APPOINT SEASONAL LABORERS TO THE HIGHWAY DEPARTMENT

THEREFORE, UPON MOTION OF Councilmember **MASTROIANNI**, seconded by Councilmember **SCHLAG**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals are hereby appointed and reappointed to various seasonal summer positions at the Town of Rotterdam Highway Department at indicated hourly rates of pay, on an as needed basis, with no employee benefits commencing May 27, 2025 through September 1, 2025.

Highway Department

Kristopher Frederick	5/27/2025-8/19/2025	Laborer	\$17.00
Evan Krenav	5/27/2025-8/22/25	Laborer	\$17.00
Jonathan Enright	5/27/2025-Available as Needed	Laborer	\$17.00
Noah Solt	5/27/2025-Available as Needed	Laborer	\$17.00
Ryan Redmond	5/27/2025-8/15/2025	Laborer	\$17.00

SECTION 2. These appointments are contingent upon completion of a DCJS background check and compliance with New York State Correction Law Article 23-A.

SECTION 3. The Town Board of the Town of Rotterdam hereby agrees to reimburse the costs incurred from the DCJS background check for the individuals referenced above upon approval of the Highway Superintendent at the completion of employment.

SECTION 4. This resolution shall become effective May 14, 2025.

DATED: May 14, 2025

NAME	AYES	NOES	ABSTAIN
Dodson (Absent)			
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 14, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 16, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 14, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 193.25

APPOINT SEASONAL PARK ATTENDANTS TO THE PARKS & WATER DEPARTMENT

THEREFORE, UPON MOTION OF Councilmember **MASTROIANNI**, seconded by Councilmember **SCHLAG**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals are hereby appointed and reappointed to various seasonal summer positions at the Town of Rotterdam Parks and Water Department at indicated hourly rates of pay, on an as needed basis, with no employee benefits commencing the dates below:

Parks Department

Michael Romano	6/9/2025-8/15/2025	Park Attendant	\$17.00
Joseph Baker	5/15/2025-8/22/25	Park Attendant	\$17.00
Nicholas Biski	5/19/2025-8/18/25	Park Attendant	\$17.00
Jacob Deguire	5/19/2025-9/1/25	Park Attendant	\$17.00
Ryan Woodrow	5/15/2025-8/14/25	Park Attendant	\$17.00
Daniel Benedetto	5/19/2025-8/18/25	Park Attendant	\$17.00

SECTION 2. These appointments are contingent upon completion of a DCJS background check and compliance with New York State Correction Law Article 23-A.

SECTION 3. The Town Board of the Town of Rotterdam hereby agrees to reimburse the costs incurred from the DCJS background check for the individuals referenced above upon approval of the Parks Supervisor at the completion of employment.

SECTION 4. This resolution shall become effective May 14, 2025.

DATED: May 14, 2025

NAME	AYES	NOES	ABSTAIN
Dodson (Absent)			
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 14, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 16, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 14, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 194.25

TO APPROVE BUDGET TRANSFERS TO THE 2025 BUDGET

THEREFORE, UPON MOTION OF Councilmember **MASTROIANNI**, seconded by Councilmember **SCHLAG**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for 2025 are hereby audited and approved:

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
General	A7110 190021	FROM: Reg. Prof. Nurse	\$(5,000.00)
General	A7140 102522	FROM: Rec. Spe. Camp	\$(12,000.00)
General	A7110 130021	TO: Park Att. PT (Sum)	\$17,000.00

SECTION 2. This resolution shall become effective May 14, 2025.

DATED: May 14, 2025

NAME	AYES	NOES	ABSTAIN
Dodson (Absent)			
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 14, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 16, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 196.25

**TO APPOINT JUSTIN D’ALESSANDRO TO THE POSITION OF SENIOR PARK
ATTENDANT**

THEREFORE, UPON MOTION OF Councilmember _____,
seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Justin D’Alessandro, of Rotterdam, New York 12306, is hereby appointed to the position of Senior Park Attendant, probationary, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of fifty-three thousand, and 00/100 (\$53,000.00) dollars, commencing June 2, 2025.

SECTION 2. This resolution shall become effective May 28, 2025.

DATED: May 28, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org



LEGISLATIVE REQUEST FORM

DATE: May 19, 2025

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Appoint Justin D'Alessandro to the position of Senior Park Attendant

TOWN BOARD MEETING: May 28, 2025

Background Information: Mr. D'Alessandro has been employed by the Town of Rotterdam for ten years. During his time he has been commended for his dedication to the department.

Evaluation/Analysis: Mr. D'Alessandro has taken leadership of the department when Mr. Proper, the Assistant Parks & Recreation Supervisor, has not been available.

Recommendation(s): Appoint Mr. D'Alessandro to the position of Sr. Park Attendant

Attachment/Document(s): Civil Service Application

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): N/A

LEGISLATION WILL BE PREPARED BY: Supervisors Office

SENIOR PARK ATTENDANT

DISTINGUISHING FEATURES OF THE CLASS: This position involves responsibility for performing park maintenance duties and directing and overseeing the work of park attendants and/or laborers involved in performing semi-skilled and unskilled park maintenance duties. The incumbent in this position may be responsible for performing the park maintenance duties assigned to park attendants or laborers. The incumbent is under direct supervision from an Assistant Park Supervisor, Park Maintenance Supervisor or foreman. Does related work as required.

TYPICAL WORK ACTIVITIES:

- Oversees, directs or performs the grading and marking of baseball diamonds, football fields and tennis courts by park attendants;
- Oversees, directs or performs the watering of lawns and shrubs;
- Oversees, directs or performs the upkeep of park equipment;
- Oversees, directs or performs the assembling and dismantling of recreation equipment, bleachers and loudspeakers;
- Oversees and may assist park attendants engaged in the cleaning of buildings, lavatories and shower rooms;
- Oversees and may assist park attendants in the cleaning, painting and repairing of goal posts, scoreboards, line markers, swings and other park equipment;
- May keep time records and duty work sheets;
- Performs a variety of related duties as required.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL

CHARACTERISTICS: Good knowledge of the methods, materials and tools used in the maintenance of grounds, buildings and playground equipment; ability to oversee and direct the work of others; ability to give oral and written directions; ability to get along with others.

MINIMUM QUALIFICATIONS:

(A) Two years of experience in the maintenance of parks and park equipment, buildings, roads, or other related grounds keeping activities, six months of which shall have been in a supervisory capacity; OR

(B) An equivalent combination of training and experience as defined by (A) above.

When assigned to the Town of Rotterdam:

SPECIAL REQUIREMENT: Possession of a valid NYS driver license, and retention of such license throughout the tenure of employment.

Revised
CSC 5/14/85
CSC 3/18/25

JC: NON-COMPETITIVE-ALL

Schenectady County is an Equal Opportunity Employer. Schenectady County does not unlawfully discriminate in employment because of age, race, creed, color, national origin, sex, sexual orientation, disability, marital status, arrest and/or criminal conviction record unless based on a bona fide occupational qualification or other exception, genetic predisposition, or domestic violence victim status.



Schenectady County

Human Resources & Civil Service

620 State Street

Schenectady, NY 12305-2114

APPLICATION FOR EXAMINATION OR EMPLOYMENT

FOR COUNTY OFFICES, TOWNS, VILLAGES, SCHOOL DISTRICTS
LIBRARIES AND SPECIAL DISTRICTS

1. Senior Park Attendant

POSITION TITLE

EXAM NUMBER

Date Received _____ Approved _____

Conditional _____ Disapproved _____

RECEIVED

MAY 07 2025

Town of Rotterdam
SUPERVISORS OFFICE

CIVIL SERVICE DEPT.
USE ONLY

This application is part of your examination. Answer all questions fully. A resume, if submitted, cannot substitute for the application. You are encouraged to read the General Conditions and Instructions for more information.

2. Name and Legal Residence

D'Alessandro Justin M
Last Name First Name Middle Initial
[REDACTED]
Street Address or Road R.D. # or P.O. Box #
Schenectady Rotterdam NY 12306

County City, Town, Village State Zip

Home Phone Number None Cell Phone: [REDACTED]

Email Address: [REDACTED]

If mailing address is different:

Street Address or Road R.D. # or P.O. Box #

County City, Town, Village State Zip

Social Security Number [REDACTED]

5. Citizenship

A. Are you currently a U.S. Citizen? YES ☒ NO ☐

B. If not, do you have the legal right to accept
Employment in the United States? YES ☐ NO ☐
Please give alien registration number:

C. Are you a retiree from New York State or any
civil division thereof? YES ☐ NO ☒

6. Special Testing Arrangements (Refer to General Conditions and Instructions). If you need Special Accommodations to take the examination, contact the Civil Service Office at (518) 388-4233.

Religious ☐ Military ☐ Disability ☐

7. Crossfiler - If you have filed or are filing SEPARATE applications for Civil Service Examinations being held on the same date, attach the CROSSFILER APPLICATION. Call to make arrangements no later than two weeks before the test date.

8. Driver's License: Complete the following if a license to operate a motor vehicle is required for the position that you are applying.

License #:	[REDACTED]
Restrictions:	[REDACTED]
Expiration Date:	[REDACTED]
Endorsements:	None
Class of License:	Class D
Is this License Currently Valid	YES ☒ NO ☐

3. Police Officer & Firefighter Candidates Only:

Date of Birth (MM/DD/YYYY) ____/____/____

4. Residency Requirements: Candidates must meet the Residency Requirements as stated on the examination announcement. You must complete the following to determine if you meet these residency requirements. Indicate how long this has been your legal residence, up to the date of this application, showing that you meet the residency requirements as announced.

	Name	Years	Months
State of:	New York	[REDACTED]	[REDACTED]
County of:	Schenectady		
Village of:			
Town of:	Rotterdam		
City of:	Schenectady		
School District	Schalmont		

9. Veterans Credits: If you wish to apply for Veterans Credits, complete the following questions and complete the Application for Veterans Credits (Refer to General Conditions and Instructions).

	YES	NO
Have you ever served in the Armed Forces of the United States? (The Armed Forces means the Army, Navy, Marine Corps, Air Force, and Coast Guard, including all components thereof and the National Guard when in the service of the US pursuant to call as provided by Law on a full-time active duty basis other than active duty for training purposes).		
Have you ever used additional credits as a disabled or non-disabled veteran for appointment to any position in the public employment of New York State or any of its civil divisions?		
Do you have a service connected disability rated at 10% or more by the U.S. Department of Veterans Affairs? This disability must have been incurred during a Time of War period listed above.		
After you were permanently appointed using non-disabled veteran credits, were you subsequently certified as having a service connected disability rated at 10% or more by the U.S. Department of Veterans Affairs?		
Are you currently a resident of New York State?		

10. Additional Questions: Check the appropriate box to the right of each question.

	YES	NO
Were you dismissed or discharged from any employment for reasons other than lack of work or funds?		X
Did you ever resign from any employment rather than face dismissal?		X
Did you ever receive a discharge from the Armed Forces of the United States which was other than "Honorable" or which was issued under the other than honorable circumstances?		X
Have you ever been convicted of any crime (felony or misdemeanor)?	X	
Are you now under charges for any crime?		X
Have you ever forfeited bail bond posted to guarantee your appearance in court to answer any criminal charge?		X

If you answered yes to any of the above questions, you may give specifics below. If you elect not to provide specifics, or if such explanation is insufficient, you may be required to submit further information. None of the above circumstances represents an automatic bar to employment. Each case is considered and evaluated on individual merits in relation to the position (s) for which you are applying.

REMARKS: _____

11. Licenses: If a license, certificate or other authorization to practice a trade or profession is listed as a requirement on the announcement of the examination (s) for which you are applying.

Name of Trade or Profession:		Specialty:	
License Number:			
Granted by (Licensing Agency):		City/State	
Date License First Issued:		Registered From:	Registered To:

12. Education: If credit is claimed for a partially completed college curriculum or correspondence course, attach a list of courses and credit or semester hours completed. Indicate how many credit hours or courses are required for graduation. If required to indicate specific course work, do so on an attached sheet.

High School						
Have you ever graduated from High School or do you have possession of a High School Equivalency Diploma?						YES ☒ NO ☐
If Yes, Name and Location of High School or Issuing Government Authority:				Schalmont High School		
Equivalency Diploma Number:						
College, University, Professional or Technical School						
Name of School	Number of College Credits	Degree Earned	Major Subject/ Courses	Did You Graduate?		Date Degree Expected or Received
				Yes	No	
Hartwick College		BA	Business Administration	Yes		

13. Experience: All sections must be filled out completely even if you attach a resume. Begin with the most recent employment. List all employment or military service that shows that you meet the minimum qualifications for the examination. Omissions or vagueness will not be interpreted in your favor. Under *Description of Duties*, clearly describe the nature of work which you personally performed. Part-time experience will be prorated unless otherwise stated on the examination announcement. Verified and documented volunteer experience will only be credited when specifically stated on the examination announcement. If you move to a different position within the same organization, indicate so in a separate employment box. You may attach additional sheets if you need more space.

Length of Employment	Firm Name:	Town of Rotterdam Parks Department
From: [REDACTED] Year (mm/yyyy)	Firm Address:	40 W. Campbell Rd, Schenectady NY 12306
To: [REDACTED] Month/Year (mm/yyyy)	Description of Duties:	
Employment Details	Mow, weedwack, and maintain town parks and properties	
Your Exact Title	Install, replace and repair playground equipment	
Name of Your Supervisor	Pick up garbage at town properties and parks	
Supervisor's Title	Build and repair picnic tables	
Hours worked / wk. (exclusive of overtime)	40	
Reason for Leaving	Still employed	
Length of Employment	Firm Name:	UPS
From: [REDACTED] Year (mm/yyyy)	Firm Address:	24 Avis Dr. Latham NY 12110
To: [REDACTED] Year (mm/yyyy)	Description of Duties:	
Employment Details	Supervise crew of 7 - 10 employees in the daily tasks of revenue recovery	
Your Exact Title	Approve and submit timesheets and vacations	
Name of Your Supervisor	Test revenue recovery machines to make sure they are within compliance	
Supervisor's Title	Regional Manager	
Hours worked / wk. (exclusive of overtime)	27.5	
Reason for Leaving	New job with the Town of Rotterdam	

Length of Employment	Firm Name:	UPS
From: [REDACTED]	Firm Address:	24 Avis Dr. Latham NY 12110
To: [REDACTED] Month/Year (mm/yyyy)	Description of Duties:	
Month/Year (mm/yyyy)	Supervise 9 employees in the sorting process	
Employment Details	Responsible for motivating employees in order to meet deadlines	
Your Exact Title Shift Supervisor	Responsible for keeping up to date records for each employee	
Name of Your Supervisor Jeff Pisani	Maintained and documented work completed on a daily basis; reported to management	
Supervisor's Title Twilight Shift Manager	Cross trained throughout the building, allowing for coverage of multiple jobs in multiple areas	
Hours worked / wk. (exclusive of overtime) 27.5		
Reason for Leaving		
Moved to a different job within the company		

Length of Employment	Firm Name:	UPS
From: [REDACTED]	Firm Address:	Binghamton NY
To: [REDACTED] Month/Year (mm/yyyy)	Description of Duties:	
Month/Year (mm/yyyy)	Supervised 17 employees in the daily tasks of u loading, sorting, and loading packages	
Employment Details	Managed staffing, payroll and vacations	
Your Exact Title Local-sort Supervisor	Responsible for keeping up to date records for each employee	
Name of Your Supervisor	Train and supervisor daily activities of package handlers and clerks to ensure that all assigned duties are accomplished safely and timely.	
Supervisor's Title Building Manager	Perform general office tasks such as paperwork, typing, and/or use of a computer, filing, calculating, and use of the telephone.	
Hours worked / wk. (exclusive of overtime) 27.5		
Reason for Leaving		
Transferred to Albany		

THIS AFFIRMATION MUST BE COMPLETED

I affirm, subject to the penalties of perjury, that the statements made in this application, including statements made in any accompanying papers, are true. I understand that all statements made by me in connection with this application are subject to investigation and verification and that a material misstatement or fraud may disqualify me from appointment and/or lead to revocation of my appointment. I give the employer the right to investigate all references and to secure additional job related information about me. I hereby release from liability the employer and its representatives for seeking such information and all other persons, corporations or organizations for furnishing such information. If the position I am applying for is covered by the employer's drug testing policy, I understand that as a condition of appointment to this position, I will be required to take and successfully pass a pre-employment drug test.


Signature of Applicant

Justin D'Alessandro
Print Name

5/7/25
Date

(State below any other name by which you have been known)

RESOLUTION NO. 197.25

**TO AUTHORIZE THE PURCHASE OF ONE DUMP TRUCK FOR THE WATER AND
SEWER MAINTENANCE DEPARTMENT**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the purchase of one (1) 2024 Ford F550 for the Water and Sewer Maintenance Department, from Depaula Ford, located at 799 Central Avenue, Albany, NY 12206, with compliance under NYS OGS solicitations, in the amount not to exceed eighty-five thousand eight hundred eighty-two and 50/100 (\$85,882.50) dollars.

SECTION 2. This resolution shall become effective May 28, 2025.

DATED: May 28, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org



LEGISLATIVE REQUEST FORM

DATE: 5/19/2025

FROM: Justin Peterson, Sr. Water Plant Operator

TITLE OF REQUEST: Water / Sewer Maintenance Truck Purchase

TO: Town Board

TOWN BOARD MEETING: 5/28/2025

Background Information: The Water and Sewer Maintenance Department is in need of a small dump truck.

Evaluation/Analysis: A bid request was distributed through the NYS OGS Vehicle marketplace in order to obtain the best price and comply with the purchasing policy. We received 1 vehicle bid that met the specification. The total price includes 3rd party installation of safety lights and a dump body.

Recommendation(s): Authorize the purchase of (1) 2024 F550 from Depaula Ford to be used by the Water and Sewer Maintenance Department.

Attachment/Document(s): (1) NYS OGS solicitation request, Vehicle Spec. sheet, Bid response, Vehicle window sticker.

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s):

LEGISLATION WILL BE PREPARED BY:

Group 40440, Award 23166, Vehicles, Class 1-8

Form A (Single OEM Specific Make/Model): *Mini-Bid Request*

MINI-BID SUMMARY	
Mini-Bid Name	OGS 23166 - 2025002 - (1) FordF550 - Town of Rotterdam
Mini-Bid Reference Number	2025002
Mini-Bid Release Date	4/24/2025
Mini-Bid Response Due Date	5/6/2025
Mini-Bid Response Due Time (Eastern Time)	10:00 AM
Purchased or leased?	Purchased
BUYER CONTACT INFORMATION	
State or Non-State Entity?	Non-State
Authorized User Entity Name	Town of Rotterdam
Town/Village/City & County	Rotterdam, Schenectady County
Primary Contact Name & Title	Justin Peterson, Sr. Water Plant Operator
Primary Contact Email & Phone	jpeterson@rotterdamny.org, 518-393-1131
Secondary Contact Name & Title	Enter Data on Form A
Secondary Contact Email & Phone	Enter Data on Form A
MINI-BID PROCESS	
Anticipated method and timeframe for purchase	One-time purchase for the total number of Vehicles requested
Type of Vehicle(s) requested	Specific Vehicle(s)
Type of Vehicle Order	Pre-Existing Inventory Vehicle(s)
If Built to Specifications, Pre-Existing Inventory Vehicle(s) also considered?	N/A, "Vehicle(s) Built to Specifications," were not specified for Question 2.0
If Pre-Existing Inventory, Vehicle(s) Built to Specifications also considered?	No
Method of Award for "Vehicle(s) Built to Specifications"	Lowest price to a single contractor
Method of Award for "Pre-Existing Inventory Vehicle(s)"	Lowest price to a single contractor
VEHICLE INFORMATION	
Number of Vehicles	1
Vehicle Type	Full Size Pickup Truck: GVWR > 6,000 pounds
Model Year	2024 or 2025
Other Model Years considered?	No
Make	Ford
Model and Trim Level	F550
Model Code	Any model code that meets specifications
Cab Type	Regular Cab
Drive Type	4x4
Fuel Type	Gasoline Only
Aftermarket Components Provider	Any Provider
ADDITIONAL SPECIFICATIONS	
Additional Vehicle Specifications File Name	OGS 23166 - 2025002 - (1) FordF550 - Town of Rotterdam - Specs
DELIVERY INFORMATION (If "Multiple" is listed, see the Additional Specifications document for all delivery locations)	
Delivery Date	ASAP
Delivery Location Name	Town of Rotterdam Water Plant
Number of Vehicles to be delivered to this location	1
Delivery Address	49 Rice Rd.
Delivery City, State, Zip Code	Rotterdam, New York 12306

Delivery County	Schenectady County
-----------------	--------------------

Water/Sewer Maintenance Dump Truck

FACTORY EQUIPMENT

NEW 2024 or 2025 F550 Regular Cab Dual Rear Wheel

145" Wheel Base Chassis cab

4x4

7.3 Gasoline V8 *Preferred*

White exterior paint color

225/70/19.5 Max Trac Tires

4.88 Axle with limited slip

Chrome front bumper

Upfitter switches

LED Roof clearance lights

Brake controller

19k GVWR Package

Vinyl floor covering with vinyl seats

Air conditioning, Power windows, Door locks and Mirrors

Black platform running boards

Rear camera prep.

AFTERMARKET EQUIPMENT

9' Stainless steel dump body with tailgate mounted metering gate

Manual crank tarp

Cab guard with slotted window

Wide angle backup camera

Backup Alarm

16k or greater hitch plate for removable draw bar and 7-way plug

Buyers 8891100 17" octagon mini strobe light bar Amber ONLY

Buyers 8895152 (or similar) No drill style 3rd brake light mount for mini-bar

2 Grille mounted Buyers 8890300 Low profile wide angle led strobes Amber ONLY

2 rear dump body mounted Buyers 1492245 combination White Reverse Flood/led strobes Amber ONLY

Please confirm **ANY** deviation from this spec via email at

jpeterson@rotterdamny.org

Vehicle must be in supplier inventory and be delivered within 60 days of award notification date.



Joshua Halse – Commercial Sales Manager 518-477-0948 – JHALSE@DEPAULAFORD.Com

04/25/2025

Depaula Ford- 799 Central Ave Albany NY 12206

State Contract # PC69145

NYS Vendor ID # 1100186766

Attn: Town Of Rotterdam

(OGS 23166-2025002)

2024 Ford F-550 Reg Cab

***Oxford white**

*** Installed 9 ft HD Series SS Mason Dump (see attached doc for added specs)**

Unit is in Stock, Immediate delivery

NYS CONTRACT PRICE: \$85,685.00 (PRICE INCLUDES ALL UPFITS)

NYS DOC FEE: \$ 175.00

NYS INSPECTION: \$10.00

NYS TIRE FEE: \$12.50

Total: 85,882.50

Net Terms 30 days with PO

CHARLES D STAHL SALES AND SERVICE

697 SNELLS BUSH RD

LITTLE FALLS NY 13365

315-823-1982

DEPAULA FORD

TOWN OF ROTTERDAM BID

4-24-25 TO BE INSTALLED ON 2025 F550 CHASSIS

DOWNEASTER 9' HD SERIES STAINLESS STEEL MASON DUMP

4-7 YARD CAPACITY, SOLID SIDES, TAILGATE WITH SINGLE COAL CHUTE, 1/3 ADJUSTABLE CAB SHIELD, DOUBLE ACTING ELECTRIC HYDRAULIC CHAMPION HOIST, DOT LIGHTING

INSTALL INCLUDES:

HD HITCH PLATE 16K OR GREATER, D RINGS, TRAILER WIRING, BACKUP ALARM, BODY UP LIGHT, REAR FACING, FLAPS W/ ANTI SAIL KITS, MANUAL TARP KIT W/ BOW KIT, MESH TARP, INSTALL OF FORD PROVIDED CAMERA

ADDED EXTRAS:

BUYERS#889110 17" MINI STROBE MOUNTED TO A #8895152 NO DRILL MOUNT, QTY TWO #8890300 LOW PRO GRILL MOUNT STROBES, QTY TWO #1492245 COMBO WHITE REVERSE FLOOD/LED AMBER FOR BACK OF BODY. ALL HARDWIRED TO AUX SWITCHES IN CAB

TOTAL= \$25,685.00 INSTALLED

FD OHI-000337 NY 9-NORMAL, NB, 100337, RJ301 110

UTLN CERT CERT CERT TRD RAM2 BUM2 CAM2 BUCK EXFL ROTA

026040 110/355 1FD0U5H6 RDA33308 NB



SUPER DUTY

2024 F550 4X4 REG CHASSIS
XL 145" WB CHASSIS CAB
7.3L DIETOL MA FIVE ENGINE
10-SPEED AUTO TORQSHIFT

EXTERIOR
OXFORD WHITE
INTERIOR
MEDIUM DARK SLATE VINYL

RD A33308

EPA DOT Fuel Economy and Environment

**FUEL ECONOMY RATINGS NOT
REQUIRED ON THIS VEHICLE**

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- | | | | |
|--|---|--|---|
| EXTERIOR
<ul style="list-style-type: none"> HEADLAMPS - AUTOLAMP (ON/OFF) HEADLAMPS - WIPER ACTIVATED MIRRORS - HTD. PWR GLASS/ MANUAL-FOLD/TURN SIGNALS ROOF CLEARANCE LIGHTS TOW HOOKS TRAILER BRAKE CONTROLLER TRAILER SWAY CONTROL TRAILER TOW WIRE HARNESS WIPERS - INTERMITTENT | INTERIOR
<ul style="list-style-type: none"> 4.2" PRODUCTIVITY SCREEN AIR COND. MANUAL FRONT BLACK VINYL FLOOR COVERING OUTSIDE TEMP DISPLAY PARTICULATE AIR FILTER POWER LOCKS AND WINDOWS STEERING TILT/TELESCOPE, CRUISE & AUDIO CONTROLS UPFITTER SWITCHES | FUNCTIONAL
<ul style="list-style-type: none"> 4 WHEEL ANTILOCK BRAKE SYS FORDPASS™ CONNECT SGW/FI HOTSPOT TELEMATICS MODEM HILL START ASSIST JEWEL EFFECT HEADLAMPS REMOTE KEYLESS ENTRY STABILIZER BAR, FRONT/REAR SYNC4 W/8" SCREEN | SAFETY/SECURITY
<ul style="list-style-type: none"> ADVANCETRAC™ WITH RSC® AIRBAGS - SAFETY CANOPY® BELT-MINDER CHIME DRIVER/PASSENGER AIR BAGS SECURILOCK® ANTI-THEFT SYS SOS POST-CRASH ALERT SYS™ |
|--|---|--|---|

WARRANTY
 • 3YR/50,000 BUMPER / BUMPER
 • 5YR/100,000 POWERTRAIN
 • 5YR/100,000 DIESEL ENGINE

INCLUDED ON THIS VEHICLE

- | | |
|----------------------------------|-----------|
| OPTIONAL EQUIPMENT/OTHER | (MSRP) |
| PREFERRED EQUIPMENT PKG. 86GA | |
| 10-SPEED AUTO TORQSHIFT | NO CHARGE |
| 225/70R18 5.5G BSW MAX TRAC TIRE | 215.00 |
| 4.88 RATIO LIMITED SLIP AXLE | 395.00 |
| FRONT LICENSE PLATE BRACKET | NO CHARGE |
| PLATFORM RUNNING BOARDS | 320.00 |
| 18000H GVWR PACKAGE | |
| 50 STATE EMISSIONS | NO CHARGE |
| SNOW PLOW PREP PACKAGE | 250.00 |
| 40 GAL. AFT OF AXLE FUEL TANK | NO CHARGE |
| 350 AMP ALTERNATOR | NO CHARGE |
| PAYLOAD PACKAGE UPGRADE | 815.00 |
| DUAL BATTERY | 210.00 |
| REAR VIEW CAMERA & PREP KIT | 415.00 |
| STAINLESS STEEL WHEEL COVERS | 600.00 |
| XL CHROME PACKAGE | 225.00 |
| FOG LAMPS | |
| REMOTE START SYSTEM | |

PRICE INFORMATION (MSRP)
 BASE PRICE \$57,250.00
 TOTAL OPTIONS/OTHER 3,345.00
 TOTAL VEHICLE & OPTIONS/OTHER 60,595.00
 DESTINATION & DELIVERY 1,995.00

fueleconomygov

Calculate personalized estimates and compare vehicles



**47 BUILT
YEARS TOUGH
F-SERIES
AMERICA'S BEST
SELLING TRUCKS**

The FordPass™ Connect modem is active and sending vehicle data (e.g., diagnostics) to Ford.™ See in-vehicle settings for connectivity options.

*Based on 2023-2024 model years.
 **Through a Connect (optional) unit, you can use the FordPass App and companion key connectivity. Service is required for certain features. See dealer for details. Connected services are available only on compatible AT&T network with data service. Coverage not available in all areas. ©2023 Ford Motor Company. All rights reserved. Ford, the Ford logo, and FordPass are trademarks of Ford Motor Company.

TOTAL MSRP \$62,590.00

CP46

CONVOY

13-J007 O/T 60

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

SPECIAL ORDER
 RJ301 N RB 2X 430 000337 09 30 24

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees. State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.



WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, or vehicle can expose you to chemicals including engine exhaust, carbon monoxide, oil, lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.



RESOLUTION NO. 198.25

TO APPROVE 2025 QUARTERLY EXPENSE TRANSFERS OF GAS AND DIESEL

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following **GAS** expenditures to the various accounts for 2025 are hereby audited and approved:

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
General	A5132 4304	FROM: Central Gas Expenditure	-22,416.20
General	A3120 4302	INTO: Patrol Vehicle Gas	+16,581.53
General	A3310 4302	INTO: Traffic Control Gas	+513.79
General	A3620 4302	INTO: Safety Inspection Gas	+823.37
General	A7110 4302	INTO: Parks Gas	+1,800.43
General	A1355 4302	INTO: Assessor	+56.33
General	A3410 4302	INTO: Fire Fight Gas	+2,640.75
General	A5132 4304	FROM: Central Gas Expenditure	-4,018.21
Highway	DA5142 4304	INTO: Fuel Snow Removal	+2,723.34
Highway	DA5140 4304	INTO: Fuel Brush & Weed	+1,294.87
General	A5132 4304	FROM: Central Gas Expenditure	-2,436.42
S2	S28120 4302	INTO: S2 Gas Oil Lube	+2,436.42
General	A5132 4304	FROM: Central Gas Expenditure	-2,412.04
W5	W58340 4302	INTO: W5 Gas Oil Lube	+2,412.04

SECTION 2. . Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following **DIESEL** expenditures to the various accounts for 2025 are hereby audited and approved:

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-3,822.26
General	A8189 4302	INTO: Landfill Gas	+2,286.70
General	A3410 4302	INTO: Fire Fight Gas	+1,160.93
General	A3120 4204	INTO: Police Diesel Generator	+374.63
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-16,783.89
Highway	DA5142 4304	INTO: Fuel Snow Removal	+14,267.27
Highway	DA5140 4304	INTO: Fuel Brush & Weed	+2,516.62

<i>Fund</i>	<i>Account No</i>	<i>Title</i>	<i>Amount</i>
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-470.66
S2	S28120 4302	INTO: S2 Gas Oil Lube	+470.66
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-470.88
W5	W58340 4302	INTO: W5 Gas Oil Lube	+470.88

SECTION 3. This resolution shall become effective May 28, 2025.

DATED: May 28, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 199.25

TO APPROVE BUDGET TRANSFERS TO THE 2025 BUDGET

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for 2025 are hereby audited and approved:

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
General	A7110-2005	FROM: Parks Buildings	\$ (17,378.00)
General	A7140-4503	FROM: Playgrounds Contractual	\$ (5,368.55)
General	A7110-2000	TO: Parks Equipment	\$ 22,746.55

SECTION 2. This resolution shall become effective May 28, 2025.

DATED: May 28, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM



John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org

LEGISLATIVE REQUEST FORM

DATE: **May 19, 2025**

TO: **Mollie A. Collins, Supervisor**

FROM: **Comptroller's Office**

TITLE OF REQUEST: To approve budget transfers to the 2025 budget.

TOWN BOARD MEETING: To be placed on the Town Board Meeting of May 28th, 2025.

Background Information: Budget transfers are needed to correct lines in the Parks Department for the purchase of a bucket truck to replace Town banners and seasonal decorations in order to save on increased costs of renting a vehicle multiple times throughout the year.

Evaluation/Analysis: Lines with expenditures currently being appropriated to them need to be funded properly and budget transfers need to be made in order to do so.

Recommendation(s): To be placed on the Town Board meeting of May 28, 2025, and approve the transfers.

Attachment/Document(s): Memo: Certified Board Resolution 180.25 – Approval of Bid for Bucket Truck

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): Town Law 102, 112 & 113

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 14, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 180.25

TO ACCEPT AND AWARD BID FOR ONE (1) USED BUCKET TRUCK MODEL YEAR 2012 OR NEWER

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (<https://bidnetdirect.com/townofrotterdam>). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request for the purchase by the Town of Rotterdam of the following:

ONE (1) USED BUCKET TRUCK MODEL YEAR 2012 OR NEWER

THEREFORE, UPON MOTION OF Councilmember **MASTROIANNI**, seconded by Councilmember **SCHLAG**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid to purchase One (1) 2014 Ram 4500 Used Bucket Truck for the Town of Rotterdam to Advanced Fleet Management LLC, located at 3 Kemah Lake Road, Branchville, New Jersey 07826, at the mutual consent of both the Town and Advanced Fleet Management LLC, with a bid amount not to exceed, thirty-eight thousand ninety-five and 00/100 (\$38,095.00) dollars.

SECTION 2. The Supervisor of the Town of Rotterdam is hereby authorized to execute a contract with the said bidder in accordance with the terms of the bid proposal as submitted. Summary of bid prices is on file in the Town Clerk's office.

SECTION 3. This resolution shall become effective May 14, 2025.

DATED: May 14, 2025

NAME	AYES	NOES	ABSTAIN
Dodson (Absent)			
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 14, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 16, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 200.25

TO APPROVE BUDGET TRANSFERS TO THE 2024 BUDGET

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for 2024 are hereby audited and approved:

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
General	A1010-4100	FROM: Office Supplies	\$ 412.01
General	A1010-4300	FROM: Conferences	\$ 400.00
General	A1010-4330	FROM: Ethics Board Expenses	\$ 2,500.00
General	A1010-100001	TO: 4 Councilmembers	\$ 3,080.18
General	A1010-4270	TO: Miscellaneous Expenses	\$ 21.99
General	A1010-4401	TO: Subscriptions	\$ 50.00
General	A1110-110002	FROM: Deputy Court Clerk	\$ 12,860.88
General	A1110-2000	FROM: Office Equipment	\$ 1,833.62
General	A1110-4201	FROM: Justice Cell Phones	\$ 300.00
General	A1110-4300	FROM: Justice Conf/Training	\$ 1,500.00
General	A1110-4360	FROM: Justice Stenos And Interp	\$ 1,015.04
General	A1110-4400	FROM: Justice Repr/Machcontract	\$ 2,955.55
General	A1110-4403	FROM: Justice Pro Membership	\$ 180.00
General	A1110-4500	FROM: Justice Electricity	\$ 5,033.58
General	A1110-4600	FROM: Justice Heat	\$ 1,500.00
General	A1110-4900	FROM: Justice Building Repairs	\$ 4,490.00
General	A1110-100002	TO: Town Justice	\$ 877.50
General	A1110-101002	TO: Town Justice	\$ 877.50
General	A1110-120002	TO: Court Clerk I	\$ 3,498.67
General	A1110-125002	TO: Court Clerk I	\$ 1,963.79
General	A1110-4100	TO: Office Supplies	\$ 1,421.98
General	A1110-4200	TO: Justice Telephone	\$ 495.10
General	A1110-4402	TO: Justice Ref Manuals	\$ 550.08
General	A1110-4700	TO: Justice Postage	\$ 1,693.06
General	A1220-110001	FROM: Deputy Supervisor	\$ 63.90
General	A1220-135503	FROM: Confidential Investigator	\$ 2,000.00
General	A1220-2000	FROM: Sprvsr Office Equipment	\$ 11,677.81
General	A1220-4100	FROM: Sprvsr Office Supplies	\$ 1,895.48
General	A1220-4105	FROM: Sprvsr Office Machine Lease	\$ 1,351.22
General	A1220-4270	FROM: Miscellaneous Expenses	\$ 200.00
General	A1220-4390	FROM: Video Town Board Meeting	\$ 1,075.00
General	A1220-125003	TO: Confidential Secretary To Supv	\$ 1,935.77
General	A1220-132003	TO: Social Media Administrator	\$ 999.88
General	A1220-135003	TO: It Project Mnr Support Liaison	\$ 769.69

General	A1220-180003	TO: Supervisor Overtime	\$ 320.14
General	A1220-4200	TO: Sprvsr Telephone	\$ 896.00
General	A1220-4400	TO: Sprvsr Repair/Mach*Contract	\$ 1,152.61
General	A1220-4403	TO: Sprvsr Membership Dues	\$ 414.00
General	A1220-4850	TO: Consultant	\$ 40,460.00
General	A1315-100004	FROM: Comptroller	\$ 3,352.60
General	A1315-190004	FROM: Confidential Asst To Comp	\$ 27,057.55
General	A1315-2000	FROM: Compt Office Equipment	\$ 2,076.91
General	A1315-4270	FROM: Miscellaneous Expenses	\$ 191.65
General	A1315-4300	FROM: Compt Conference	\$ 60.00
General	A1315-4850	FROM: Consultant Services	\$ 9,758.50
General	A1315-105004	TO: Payroll Audit Clerk & Pt	\$ 2,595.00
General	A1315-110004	TO: Personnel & Benefits Admin	\$ 430.47
General	A1315-120004	TO: Accts Payable/Receivable Clerk	\$ 611.66
General	A1315-140004	TO: Senior Account Specialist	\$ 2,711.27
General	A1315-150004	TO: Payroll Audit Clerk	\$ 826.08
General	A1315-160004	TO: Accountant - Pt	\$ 20,003.94
General	A1315-180004	TO: Deputy Comptroller	\$ 1,370.00
General	A1315-181004	TO: Comptroller Overtime	\$ 1,093.97
General	A1315-4100	TO: Compt Office Supplies	\$ 121.51
General	A1315-4359	TO: Compt Audit Services	\$ 17,000.87
General	A1330-120005	FROM: Deputy Receiver Of Taxes	\$ 21.56
General	A1330-2000	FROM: Tax Office Equipment	\$ 371.18
General	A1330-4270	FROM: Miscellaneous Expenses	\$ 200.00
General	A1330-4325	FROM: Tax Public Info Display Ads	\$ 450.00
General	A1330-100005	TO: Receiver Of Taxes	\$ 0.08
General	A1330-125005	TO: Sr. Tax Clerk	\$ 370.83
General	A1330-4100	TO: Tax Office Supplies	\$ 43.19
General	A1330-4400	TO: Tax Repr/Mach Contract	\$ 21.62
General	A1355-2010	FROM: Vehicles	\$ 494.51
General	A1355-4100	FROM: Asr Office Supplies	\$ 189.83
General	A1355-4270	FROM: Miscellaneous Expenses	\$ 373.00
General	A1355-4300	FROM: Asr Conferences	\$ 607.55
General	A1355-4302	FROM: Asr Gasoline	\$ 40.00
General	A1355-4305	FROM: Asr Auto Repair Maint	\$ 185.22
General	A1355-4400	FROM: Asr Repair/Mach Contrt	\$ 513.96
General	A1355-4403	FROM: Asr Membership Dues	\$ 34.50
General	A1355-4800	FROM: Dp Support/Web Fees	\$ 1,190.00
General	A1355-4850	FROM: Consultant	\$ 44,000.00
General	A1355-100007	TO: Assessor	\$ 9,219.82
General	A1355-110018	TO: Account Clerk	\$ 718.98
General	A1355-125007	TO: Real Property Appraisal Tech	\$ 1,107.35
General	A1380-4175	FROM: Fiscal Agent Fees	\$ 500.00
General	A1410-110008	FROM: 2Nd Deputy Town Clerk	\$ 41,525.84
General	A1410-2000	FROM: Twn Clrk Office Equipment	\$ 280.01
General	A1410-4270	FROM: Miscellaneous Expenses	\$ 114.72
General	A1410-4300	FROM: Conference/Training	\$ 115.00
General	A1410-4326	FROM: Twn Clrk Legal Notices	\$ 2,680.40
General	A1410-100008	TO: Town Clerk	\$ 0.08

General	A1410-115008	TO: Deputy Town Clerk	\$ 40,588.87
General	A1410-120008	TO: Prof. Staff Assist I (Vacant)	\$ 11,900.00
General	A1410-4100	TO: Twn Clrk Office Supplies	\$ 947.99
General	A1410-4202	TO: Informational Mailers	\$ 2,883.90
General	A1410-4400	TO: Twn Clrk Repair/Mach Contr	\$ 975.84
General	A1420-4350	FROM: Law Title Ser Easemnts	\$ 2,430.00
General	A1420-4351	FROM: Bonding Attorney Fees	\$ 8,459.97
General	A1420-4352	FROM: Labor Attorney Fees	\$ 54,553.92
General	A1420-4353	FROM: Court Case/Filing Fees	\$ 950.00
General	A1440-123082	FROM: Town Engineer	\$ 81,423.32
General	A1440-4850	TO: Engineering Consultant	\$ 25,363.27
General	A1490-110011	FROM: Stormwater Mngr P.T.	\$ 9,438.49
General	A1490-100011	TO: .25 Sr. Dpw Specialist	\$ 3,163.79
General	A1490-100097	TO: Gis/Maps/Location Worker	\$ 730.72
General	A1490-140011	TO: .30 Account Clerk	\$ 1,169.99
General	A1490-150011	TO: Conf Secr To Director Of Dpw	\$ 4,141.51
General	A1490-180011	TO: Public Works Overtime	\$ 232.48
General	A1490-4100	TO: Dpw Office Supplies	\$ 261.22
General	A1490-4163	TO: Safety Clothing Supplies	\$ 91.00
General	A1490-4300	TO: Dpw Conferences	\$ 605.00
General	A1490-4400	TO: Dpw Repair/Mch Contract	\$ 200.98
General	A1610-4503	TO: Contractual Expenses	\$ 735.00
General	A1620-130012	FROM: Laborer P/T	\$ 15,000.00
General	A1620-140012	FROM: Bldgs Overtime	\$ 2,500.00
General	A1620-4902	FROM: Bldgs Hvac Maint	\$ 5,000.00
General	A1620-110012	TO: Cleaner	\$ 1,491.23
General	A1620-4104	TO: Elevator Maintenance	\$ 1,039.70
General	A1620-4163	TO: Safety Clothing Supplies	\$ 287.97
General	A1620-4173	TO: Office Furniture	\$ 28,469.00
General	A1620-4500	TO: Town Hall Electricity	\$ 4,074.12
General	A1620-4600	TO: Bldgs Town Hall Heat	\$ 3,206.23
General	A1620-4601	TO: Preventative Maint & Supply	\$ 4,491.41
General	A1620-4900	TO: Building Repairs	\$ 16,048.42
General	A1670-4702	FROM: Printing Code Vouch Maps	\$ 5,174.37
General	A1670-4701	TO: Central Mailing	\$ 5,073.91
General	A1680-2000	FROM: Equipment	\$ 3,852.33
General	A1680-4270	FROM: Miscellaneous Expenses	\$ 372.14
General	A1680-4802	FROM: Web Site Services	\$ 5,000.00
General	A1680-4955	FROM: Tax Bills	\$ 1,407.80
General	A1680-4200	TO: Telephone Services	\$ 12,340.34
General	A1680-4806	TO: Central Printing Supplies	\$ 1,015.69
General	A1680-4807	TO: Cis Support & Upgrade	\$ 75,831.39
General	A1930-4168	FROM: Judgement & Claims	\$ 38,462.89
General	A1990-4172	FROM: Spim Contingent Account	\$ 107,804.00
General	A2540-110013	TO: Bingo Inspector	\$ 5,328.00
General	A3120-100532	FROM: Deputy Chief Of Police	\$ 4,998.84
General	A3120-103632	FROM: School Resource Officers	\$ 1,219.08
General	A3120-107132	FROM: Information Processing Speclst	\$ 473.42
General	A3120-108332	FROM: Special Duty Ot Details	\$ 12,000.00

General	A3120-108532	FROM: Ot Dispatcher (Inactive)	\$ 130.28
General	A3120-108932	FROM: Police Vacation Buyback	\$ 5,500.00
General	A3120-111032	FROM: Clerk Part Time	\$ 25,000.00
General	A3120-111132	FROM: Conf Records Mngmt Liason	\$ 1,440.00
General	A3120-119532	FROM: Retirement Allowance	\$ 110,000.00
General	A3120-2120	FROM: Training Equipment	\$ 6,497.84
General	A3120-2530	FROM: Radio Computer Equipment	\$ 14,970.60
General	A3120-2540	FROM: Miscellaneous Equipment	\$ 4,105.10
General	A3120-4362	FROM: Police Academy Expense	\$ 3,537.53
General	A3120-4600	FROM: Police Heat	\$ 360.69
General	A3120-4803	FROM: Pol Cmptmr Maint Contrct	\$ 29,057.21
General	A3120-4902	FROM: Police Hvac Maint Cntrct	\$ 2,300.00
General	A3120-100032	TO: Chief Of Police	\$ 315.95
General	A3120-101032	TO: Lieutenants	\$ 9,830.48
General	A3120-102032	TO: Sergeants	\$ 50,337.47
General	A3120-103032	TO: Investigators	\$ 70,334.93
General	A3120-104032	TO: Police Officers	\$ 66,497.99
General	A3120-105032	TO: Secretary To The Chief	\$ 302.64
General	A3120-108032	TO: Overtime Police Officers	\$ 146,266.89
General	A3120-108132	TO: Overtime Police Holiday	\$ 12,030.06
General	A3120-108632	TO: Police Comp Cash In	\$ 15,985.87
General	A3120-110032	TO: School Traffic Officers	\$ 3,890.00
General	A3120-120032	TO: Police Uniform Clothing Allown	\$ 3,180.88
General	A3120-2010	TO: Patrol Vehicles	\$ 45,353.19
General	A3120-2520	TO: Misc Electronic & Camera Equip	\$ 70,987.31
General	A3120-4104	TO: Police Elevator Maint	\$ 449.34
General	A3120-4212	TO: Svce Radio & Mobile Equip	\$ 1,907.42
General	A3120-4316	TO: Emergency Generator	\$ 6,582.83
General	A3120-4320	TO: Uniform Allowance Civilian	\$ 720.00
General	A3120-4327	TO: Refuse Collection	\$ 366.82
General	A3120-4500	TO: Police Electricity	\$ 8,915.65
General	A3120-4704	TO: Drug Testing	\$ 1,059.00
General	A3120-4715	TO: Ucc Dispatch Service Contract	\$ 8,120.58
General	A3120-4805	TO: Police Internet Service	\$ 597.94
General	A3120-4900	TO: Building Repairs	\$ 906.21
General	A3120-4904	TO: Police Maint & Supplies	\$ 2,541.45
General	A3310-100014	FROM: Sign Maintenance Worker	\$ 32,393.42
General	A3310-130014	FROM: Traffic Safety Overtime	\$ 639.03
General	A3310-2000	FROM: Equipment	\$ 498.48
General	A3310-4111	FROM: Signs Posts Paint Etc	\$ 1,464.52
General	A3310-4112	FROM: High Intensity Sign Paper	\$ 277.04
General	A3310-4115	FROM: Traffic Safety Lights & Cones	\$ 1,424.83
General	A3310-4270	FROM: Miscellaneous Expenses	\$ 79.89
General	A3310-4305	FROM: Traffic Con Auto Repair	\$ 601.53
General	A3310-4600	FROM: Traffic Control Heat	\$ 541.67
General	A3310-4602	FROM: Personal Protection Equip	\$ 0.04
General	A3310-4904	FROM: Traffic Con Maint Supply	\$ 485.72
General	A3310-140014	TO: Traffic Safety Coord	\$ 38,623.51
General	A3310-4163	TO: Safety Clothing Supplies	\$ 200.00

General	A3310-4302	TO: Traffic Control Gas	\$	1,616.43
General	A3310-4500	TO: Traffic Control Electric	\$	3,058.81
General	A3410-2000	FROM: Equipment	\$	1,000.00
General	A3410-4302	FROM: Gasoline	\$	766.74
General	A3410-4119	TO: Fire Training Ctr Lights	\$	766.74
General	A3510-120015	FROM: Animal Control Pt	\$	7,322.92
General	A3510-130015	FROM: Animal Control Ot	\$	2,000.00
General	A3510-4302	FROM: Animal Control Gas	\$	572.00
General	A3510-4120	TO: Animal Shelter	\$	572.00
General	A3620-120016	FROM: Building Inspector Pt	\$	2,230.00
General	A3620-121016	FROM: Safety Inspector	\$	3,556.22
General	A3620-130016	FROM: Zoning Officer	\$	2,876.94
General	A3620-140016	FROM: Building Safety Inspector	\$	413.76
General	A3620-170016	FROM: Fire Inspector Pt	\$	5,475.00
General	A3620-180016	FROM: Bldg Inspector Overtime	\$	1,488.52
General	A3620-2000	FROM: Safety Ins. Equipment	\$	24,506.07
General	A3620-4300	FROM: Safety Insp Conference	\$	9,841.98
General	A3620-100016	TO: Building Inspector/Ceo	\$	5,753.27
General	A3620-4163	TO: Safety Clothing Supplies	\$	591.98
General	A3620-4901	TO: Bldg Insp Bldg Demolition	\$	4,000.00
General	A3620-4905	TO: Sfty Insp Health Emrgncy	\$	5,250.00
General	A4020-100017	TO: Registrar Of Vital Stats	\$	0.02
General	A5010-100018	FROM: Supt. Of Highways	\$	2.42
General	A5010-110018	FROM: Account Clerk	\$	30,380.18
General	A5010-120018	FROM: Clerical Pt	\$	3,969.57
General	A5010-140018	FROM: Cdl Trainer Stipend	\$	307.72
General	A5010-4201	FROM: Supt Hwy Cell Phone	\$	327.23
General	A5010-4270	FROM: Miscellaneous Expenses	\$	200.00
General	A5010-4300	FROM: Highway Conferences	\$	100.00
General	A5010-4400	FROM: Hwy Repair Off Machines	\$	934.73
General	A5010-100097	TO: Gis/Maps/Location Worker	\$	15,308.62
General	A5010-150018	TO: Purchasing Coordinator	\$	11,459.71
General	A5010-180018	TO: Highway Admin Ot	\$	81.82
General	A5010-4900	TO: Building Repairs	\$	1,561.96
General	A5132-2000	FROM: Office Equipment	\$	9,483.11
General	A5132-4304	FROM: Central Gas Expenditures	\$	87,941.80
General	A5132-4022	TO: Engineering Fees Garage	\$	87,941.80
General	A6772-110018	FROM: Account Clerk/Typist	\$	24,491.32
General	A6772-127019	FROM: Recreation Leader Pt	\$	15,000.00
General	A6772-127519	FROM: Sr Ctr Laborer Pt	\$	2,500.00
General	A6772-128019	FROM: Sr. Center Cleaner	\$	233.91
General	A6772-2005	FROM: Equipment/Paving	\$	33,278.69
General	A6772-2007	FROM: Exterior Facility Upgrades	\$	28,080.05
General	A6772-4000	FROM: Seniors Outreach Programs	\$	643.60
General	A6772-4100	FROM: Office Supplies	\$	468.91
General	A6772-4131	FROM: Cafe Meal Service Contracts	\$	1,577.98
General	A6772-4132	FROM: Ccda & Scfs Contract	\$	3,500.00
General	A6772-4270	FROM: Miscellaneous Expenses	\$	100.00
General	A6772-4300	FROM: Conferences/Training	\$	1,000.00

General	A6772-4302	FROM: Gasoline	\$	737.24
General	A6772-4600	FROM: Heat	\$	7,165.87
General	A6772-4902	FROM: Hvac & Fire Alarms Maint	\$	1,104.58
General	A6772-110019	TO: Senior Programs Van Driver	\$	3,865.00
General	A6772-110219	TO: .33 Coor Parks & Senior Prgrms	\$	20,187.50
General	A6772-2000	TO: Senior Ctr Off Equipment	\$	1,924.74
General	A6772-4104	TO: Elevator Maintenance	\$	1,149.00
General	A6772-4163	TO: Safety Clothing Supplies	\$	135.99
General	A6772-4305	TO: Auto Maintenance & Repairs	\$	882.02
General	A6772-4400	TO: Repair Office Machine Contract	\$	37.20
General	A6772-4500	TO: Electricity	\$	2,714.06
General	A6772-4900	TO: Building Repairs	\$	2,488.42
General	A6772-4904	TO: Maintenance & Supplies	\$	8,891.49
General	A7020-100120	FROM: .33 Coor Parks & Senior Prgrms	\$	22,005.00
General	A7110-106021	FROM: Carpenter	\$	3,162.06
General	A7110-125021	FROM: Laborer	\$	2,955.34
General	A7110-2000	FROM: Parks Equip/Facilities	\$	5,431.88
General	A7110-2005	FROM: Buildings/Facilities	\$	10,000.00
General	A7110-4149	FROM: Summer Rec Prog Supp	\$	2,149.04
General	A7110-4153	FROM: Parks Improvements	\$	15,136.56
General	A7110-4270	FROM: Miscellaneous Expenses	\$	474.93
General	A7110-4333	FROM: Propane	\$	864.76
General	A7110-4600	FROM: Parks Heat	\$	1,264.65
General	A7110-100021	TO: Park & Rec Asst. Supervisor	\$	1,014.12
General	A7110-110021	TO: Parks Overtime	\$	11,957.05
General	A7110-120021	TO: Park Attendants	\$	3,289.76
General	A7110-130021	TO: Park Attendants Pt (Summer)	\$	6,197.25
General	A7110-135021	TO: Assistant Parks Supv Stipend	\$	187.45
General	A7110-4145	TO: Prks Machinery Repair	\$	1,316.06
General	A7110-4152	TO: Parks Dumpster Rental	\$	3,755.58
General	A7110-4163	TO: Safety Clothing Supplies	\$	1,087.95
General	A7110-4302	TO: Parks Gasoline	\$	1,919.20
General	A7110-4500	TO: Parks Electricity	\$	6,154.29
General	A7110-4904	TO: Parks Maint & Supplies	\$	44,758.07
General	A7140-100022	FROM: Sr Recreation Leader Part Time	\$	9,000.00
General	A7140-102522	FROM: Recreation Specialist Camp	\$	12,000.00
General	A7140-110122	FROM: .33 Coor Parks & Senior Prgrms	\$	22,005.00
General	A7270-4159	FROM: Program Exp & Publicity	\$	432.98
General	A7270-4158	TO: Town Band	\$	432.98
General	A8020-100026	FROM: Planning Chairman	\$	350.00
General	A8020-4007	FROM: Grant Writer Contractual	\$	20,000.00
General	A8020-4356	FROM: Planning & Zoning Attorney	\$	9,473.54
General	A8020-110026	TO: Member Of Planning Board	\$	475.00
General	A8020-120026	TO: Sr Planner	\$	1,696.41
General	A8020-130006	TO: Grant Coordinator Stipend	\$	1,999.98
General	A8020-180026	TO: Planning Overtime	\$	5,943.32
General	A8020-4163	TO: Safety Clothing Supplies	\$	199.99
General	A8020-4300	TO: Planning Conferences	\$	48.01
General	A8020-4522	TO: Planning Studies	\$	33,540.00

General	A8189-120028	FROM: Landfill Overtime	\$ 262.22
General	A8189-4321	FROM: Leachate Repairs & Improv	\$ 1,740.00
General	A8189-4904	FROM: Maintenance & Supplies	\$ 571.82
General	A8189-110028	TO: .50 Meo Heavy Landfill	\$ 265.22
General	A8189-4163	TO: Safety Clothing Supplies	\$ 100.00
General	A8189-4164	TO: Consultants	\$ 1,740.00
General	A8189-4302	TO: Gasoline	\$ 471.82
General	A8810-4904	FROM: Cemetery Maint. & Supplies	\$ 1,192.72
General	A9015-800002	FROM: A Fund Police Retire	\$ 210,547.44
General	A9040-800004	TO: A Fund Work Comp	\$ 20,927.06
General	A9050-800006	TO: A Fund Unemployment	\$ 11,961.84
General	A9060-800009	FROM: A Retiree Medical Insurance	\$ 4,549.56
General	A9060-800008	TO: A Fund Medical Insurance	\$ 173,992.50
General	A90601-810001	TO: A Fund Dental Insurance	\$ 1,098.78
General	A90601-810002	TO: A Retiree Dental Insurance	\$ 3,358.88
General	A90602-820001	TO: A Fund Vision Insurance	\$ 491.07
General	A90602-820002	TO: Police Vision Insurance	\$ 37.48
General	A90602-820003	TO: Police Retiree Vision Ins	\$ 3,229.39
Highway	DA5110-100097	FROM: Gis/Maps/Location Worker	\$ 14,720.00
Highway	DA5110-101054	FROM: Wrkng Crew Leader Gr	\$ 23,753.32
Highway	DA5110-105054	FROM: Sr Meo Heavy Gr	\$ 15,280.43
Highway	DA5110-115054	FROM: Meo Heavy Gr	\$ 672.96
Highway	DA5110-120054	FROM: Meo Medium Gr	\$ 24,389.52
Highway	DA5110-180054	FROM: Gen Repair Overtime	\$ 14,624.47
Highway	DA5110-2000	FROM: Equipment	\$ 193,457.67
Highway	DA5110-4147	FROM: Hwy Resurfacing Gr	\$ 17,307.74
Highway	DA5110-100554	TO: Sr Road Maint Spvr	\$ 27,632.13
Highway	DA5110-130054	TO: Sr Laborers Gr	\$ 4,977.34
Highway	DA5110-135054	TO: Laborers Gr	\$ 41,631.16
Highway	DA5110-160054	TO: Seasonal Labor	\$ 2,080.00
Highway	DA5110-4163	TO: Hwy Safety Uniforms Gr	\$ 4,664.37
Highway	DA5110-4198	TO: Hwy Comprehensive Ins Gr	\$ 11,858.37
Highway	DA5110-4718	TO: Animal Removal Services	\$ 785.00
Highway	DA5112-2003	TO: Chips/Improvements	\$ 375,690.15
Highway	DA5130-100055	FROM: Mechanic - Trainee	\$ 61,295.00
Highway	DA5130-120055	FROM: Mechanic Overtime	\$ 5,887.28
Highway	DA5130-2540	FROM: Miscellaneous Equipment	\$ 2,469.06
Highway	DA5130-4270	FROM: Miscellaneous Expenses	\$ 2,466.02
Highway	DA5130-4711	FROM: Hwy Sidewalk Repair	\$ 14.06
Highway	DA5130-105055	TO: Mechanic	\$ 1,995.59
Highway	DA5130-107055	TO: Sr Heavy Equip Mechanic	\$ 285.66
Highway	DA5130-2000	TO: Equipment	\$ 3,819.98
Highway	DA5130-4163	TO: Safety Clothing Supplies	\$ 363.98
Highway	DA5130-4709	TO: Hwy Machinery Misc Exp	\$ 2,116.10
Highway	DA5140-101056	FROM: Wrkng Cr Leader Brsh	\$ 6,417.57
Highway	DA5140-105056	FROM: Sr Meo Heavy Brwd	\$ 2,409.28
Highway	DA5140-115056	FROM: Meo Heavy Brwd	\$ 4,582.79
Highway	DA5140-120056	FROM: Meo Medium Brwd	\$ 20,897.21
Highway	DA5140-180056	FROM: Brush & Weed Overtime	\$ 16,751.86

Highway	DA5140-4304	FROM: Fuel Brush & Weed	\$ 383.99
Highway	DA5140-100556	TO: Sr Road Maint Spvr	\$ 14,555.56
Highway	DA5140-130056	TO: Sr Laborer Brwd	\$ 17,888.71
Highway	DA5140-135056	TO: Laborer Brshwd	\$ 42,074.89
Highway	DA5140-4163	TO: Safety Clothing Supplies	\$ 383.99
Highway	DA5142-101057	FROM: Wkg Cr Leader Snow	\$ 10,704.56
Highway	DA5142-115057	FROM: Meo Heavy Snow	\$ 9,934.48
Highway	DA5142-180057	FROM: Snow Overtime	\$ 24,365.68
Highway	DA5142-100557	TO: Sr Road Maint Spvr	\$ 17,371.69
Highway	DA5142-105057	TO: Sr Meo Heavy Snow	\$ 33,062.73
Highway	DA5142-120057	TO: Meo Medium Snow	\$ 115.67
Highway	DA5142-130057	TO: Sr Laborer Snow	\$ 18,667.25
Highway	DA5142-135057	TO: Snow Laborers	\$ 49,088.76
Highway	DA9010-800001	FROM: Da State Retirement	\$ 173,796.56
Highway	DA9030-800003	FROM: Da Fund Social Security	\$ 4,885.25
Highway	DA9040-800004	TO: Da Fund Workers Comp	\$ 15,336.63
Highway	DA9050-800006	FROM: Unemployment Insurance	\$ 2,800.00
Highway	DA9055-800007	FROM: Da Disabilty Insurance	\$ 872.08
Highway	DA9060-800009	FROM: Da Retiree Medical Insurance	\$ 44,661.33
Highway	DA9060-800008	TO: Da Medical Insurance	\$ 11,584.59
Highway	DA90601-810001	TO: Da Dental Insurance	\$ 726.33
Highway	DA90602-820001	TO: Da Vision Insurance	\$ 1,043.54
Highway	DA9710-790004	FROM: 09 Masullo Drainage Proj Int	\$ 0.22
Highway	DA9710-700025	TO: June 15 2022 Serial Bonds	\$ 0.22
Sewer Dist 2	S28110-123082	FROM: Town Engineer	\$ 10,000.00
Sewer Dist 2	S28110-2000	FROM: Equipment	\$ 8,921.09
Sewer Dist 2	S28110-4270	FROM: Miscellaneous Expenses	\$ 59.14
Sewer Dist 2	S28110-4800	FROM: Ss2 Data Process	\$ 1,684.20
Sewer Dist 2	S28110-4855	FROM: S2 Paying Agent Fees	\$ 4,892.00
Sewer Dist 2	S28110-100097	TO: Gis/Maps/Location Worker	\$ 592.43
Sewer Dist 2	S28110-121082	TO: .20 Sr. Dpw Specialist	\$ 532.97
Sewer Dist 2	S28110-122082	TO: .25 Account Clerk	\$ 973.51
Sewer Dist 2	S28110-180082	TO: Sewer 2 Admin Ot	\$ 186.67
Sewer Dist 2	S28110-4300	TO: S2 Conferences/Training	\$ 2,425.00
Sewer Dist 2	S28110-4849	TO: Gis Implementation	\$ 460.00
Sewer Dist 2	S28110-4854	TO: S2 Engineering Services	\$ 118,108.20
Sewer Dist 2	S28120-130083	FROM: .50 Wwtp Operator	\$ 16,647.85
Sewer Dist 2	S28120-140083	FROM: .25 S2 Laborer	\$ 3,145.21
Sewer Dist 2	S28120-2000	FROM: Ss2 Equipment	\$ 27,241.31
Sewer Dist 2	S28120-4351	FROM: Bonding Attorney Fees	\$ 5,000.00
Sewer Dist 2	S28120-4856	FROM: Ss2 Easements Rite Of Way	\$ 3,085.28
Sewer Dist 2	S28120-4857	FROM: Ss2 Auto Equip & Supply	\$ 1,070.69
Sewer Dist 2	S28120-4858	FROM: Water/Sewer Maint-Repair	\$ 22,789.31
Sewer Dist 2	S28120-4859	FROM: Ss2 Sewer Line Repairs	\$ 24,760.00
Sewer Dist 2	S28120-100083	TO: .25 W&S Maintsuprvisr	\$ 8,337.19
Sewer Dist 2	S28120-120083	TO: .25 Sr Laborer	\$ 1,375.95
Sewer Dist 2	S28120-140583	TO: .25 Meo Heavy Landfill	\$ 132.79
Sewer Dist 2	S28120-4163	TO: Safety Clothing Supplies	\$ 382.99
Sewer Dist 2	S28120-4302	TO: Sewer 2 Gas Oil Lube	\$ 5,775.53

Sewer Dist 2	S28120-4333	TO: Propane	\$ 52.58
Sewer Dist 2	S28120-4860	TO: Ss2 Sewage Pump Station	\$ 6,220.87
Sewer Dist 2	S28130-106084	FROM: Sr Wwtp Operator	\$ 13,364.32
Sewer Dist 2	S28130-2000	FROM: Equipment	\$ 16,803.97
Sewer Dist 2	S28130-2002	FROM: Ss2 Pumps & Filters	\$ 19,020.05
Sewer Dist 2	S28130-4165	FROM: Ss2 Insurance	\$ 9,557.68
Sewer Dist 2	S28130-4200	FROM: Ss2 Telephone & Fclty Alarms	\$ 1,200.00
Sewer Dist 2	S28130-4270	FROM: Miscellaneous Expenses	\$ 61.00
Sewer Dist 2	S28130-4500	FROM: Ss2 Electric & Water	\$ 17,743.90
Sewer Dist 2	S28130-4862	FROM: Ss2 Printing & Public Notice	\$ 200.00
Sewer Dist 2	S28130-4863	FROM: Ss2 Chemicals	\$ 666.28
Sewer Dist 2	S28130-4864	FROM: Ss2 Chem Feed Equip Maint	\$ 430.96
Sewer Dist 2	S28130-4865	FROM: Ss2 Lab Equip Prts & Supplies	\$ 1,422.66
Sewer Dist 2	S28130-4866	FROM: Ss2 Plant Equip Repr Maint	\$ 13,733.86
Sewer Dist 2	S28130-4867	FROM: Ss2 Polymer	\$ 1,000.00
Sewer Dist 2	S28130-4870	FROM: Ss2 Sludge Remove/Disposal	\$ 19,032.38
Sewer Dist 2	S28130-4904	FROM: Ss2 Buildings & Grounds	\$ 5,027.19
Sewer Dist 2	S28130-120084	TO: Ss2 Overtime	\$ 7,557.51
Sewer Dist 2	S28130-150084	TO: Wwtp Operator	\$ 13,298.20
Sewer Dist 2	S28130-160084	TO: Ww Treatment Plnt Oper Trainee	\$ 40,489.01
Sewer Dist 2	S28130-4021	TO: Contractual Expense	\$ 30,480.00
Sewer Dist 2	S28130-4163	TO: Safety Clothing Supplies	\$ 722.90
Sewer Dist 2	S28130-4319	TO: Ss2 Uniforms & Cleaning	\$ 980.05
Sewer Dist 2	S28130-4600	TO: Ss2 Heat & Fuel	\$ 21,703.28
Sewer Dist 2	S28130-4868	TO: Ss2 Nys Pollutant Fee	\$ 6,000.00
Sewer Dist 2	S28130-4869	TO: Ss2 Analysis H2O & Sludge	\$ 31.20
Sewer Dist 2	S28130-4872	TO: Ss2 Payment To City/Pinewood	\$ 6,342.66
Sewer Dist 2	S29010-800001	FROM: S2 Retirement	\$ 29,576.26
Sewer Dist 2	S29030-800003	FROM: S2 Social Security	\$ 1,059.38
Sewer Dist 2	S29040-800004	TO: S2 Workers Comp	\$ 589.35
Sewer Dist 2	S29055-800007	FROM: S2 Disability Insurance	\$ 114.66
Sewer Dist 2	S29060-800009	FROM: S2 Retiree Medical Insurance	\$ 9,622.11
Sewer Dist 2	S29060-800008	TO: S2 Medical Insurance	\$ 14,864.41
Sewer Dist 2	S290601-810001	TO: S2 Dental Insurance	\$ 520.34
Sewer Dist 2	S290602-820001	FROM: S2 Vision Insurance	\$ 202.85
Sewer Dist 7	S78110-4165	FROM: Insurance	\$ 3,646.39
Sewer Dist 7	S78120-140083	FROM: .05 Swr Laborer	\$ 630.01
Sewer Dist 7	S78120-100083	TO: .05 W&S Maint Supervisor	\$ 630.01
Sewer Dist 7	S78120-4163	TO: Safety Clothing Supplies	\$ 93.60
Sewer Dist 7	S78120-4500	TO: Ss7 Electricity	\$ 1,956.44
Sewer Dist 7	S78120-4715	TO: Ss7 Contractual Expenses	\$ 39,711.07
Sewer Dist 7	S78130-4872	FROM: Payment To City	\$ 34,745.23
Sewer Dist 7	S79030-800003	FROM: Social Security	\$ 112.35
Sewer Dist 7	S79040-800004	FROM: Worker'S Compensation	\$ 870.00
Sewer Dist 7	S79055-800007	FROM: Disability Insurance	\$ 22.63
Sewer Dist 7	S79060-800008	FROM: Emp Hospital & Medical Ins	\$ 1,956.44
Sewer Dist 7	S790601-810001	FROM: Emp Dental Insurance	\$ 131.75
Sewer Dist 7	S790602-820001	TO: Vision Insurance	\$ 5.64
Sewer Dist 7	S79710-700025	FROM: June 15 2022 Serial Bonds	\$ 0.04

Sewer Dist 7	S79730-700023	FROM: Ss7 Ban Interest	\$	281.92
Special Light	SL1930-4002	FROM: Sl Tax Refunds	\$	470.97
Special Light	SL5182-4021	TO: Sl Contractual Expense	\$	470.97
Water Dist 3	W31930-4005	TO: Tax Refunds	\$	410.50
Water Dist 3	W31950-4006	FROM: Munic Taxes And Assess	\$	410.50
Water Dist 3	W38310-123092	FROM: Town Engineer	\$	3,549.79
Water Dist 3	W38310-101092	TO: .15 Account Clerk	\$	585.02
Water Dist 3	W38310-110092	TO: .10 Sr Dpw Specialist	\$	266.56
Water Dist 3	W38310-180092	TO: Water 3 Admin Ot	\$	95.05
Water Dist 3	W38310-4163	TO: Safety Clothing Supplies	\$	18.00
Water Dist 3	W38310-4850	TO: Engineering Consultant	\$	9,410.72
Water Dist 3	W38320-120094	FROM: Wtr Trmt Plt Opert (Pt)	\$	4,875.76
Water Dist 3	W38320-100092	TO: .15 Sr W3 Trt Plant Operator	\$	212.13
Water Dist 3	W38320-120092	TO: .15 W3 Trmt Plant Operator	\$	287.85
Water Dist 3	W38320-130092	TO: W3 Overtime	\$	4,375.78
Water Dist 3	W38320-4163	TO: Safety Clothing Supplies	\$	55.20
Water Dist 3	W38320-4904	TO: W3 Bldg & Ground Maint	\$	5,738.31
Water Dist 3	W38340-130093	FROM: .10 W3 Laborer	\$	1,280.32
Water Dist 3	W38340-2000	FROM: Equipment	\$	15,355.43
Water Dist 3	W38340-110093	TO: .10 W3 Sr Laborer	\$	547.46
Water Dist 3	W38340-140093	TO: .10 W&S Maintsuprvisr	\$	3,336.02
Water Dist 3	W38340-4163	TO: Safety Clothing Supplies	\$	133.20
Water Dist 3	W39010-800001	FROM: W3 Retirement	\$	5,601.43
Water Dist 3	W39040-800004	TO: W3 Workers Comp	\$	147.36
Water Dist 3	W39060-800008	TO: W3 Medical Insurance	\$	3,324.14
Water Dist 3	W39060-800009	TO: W3 Retiree Medical Insurance	\$	1,685.16
Water Dist 3	W390601-810001	TO: W3 Dental Insurance	\$	444.77
Water Dist 5	W51930-4005	FROM: W5 Tax Refunds	\$	893.10
Water Dist 5	W51930-4168	TO: Judgements & Claims	\$	410.50
Water Dist 5	W51950-4006	FROM: Munic Taxes And Assess	\$	1,825.02
Water Dist 5	W58310-123094	FROM: Town Engineer	\$	16,314.49
Water Dist 5	W58310-4100	FROM: W5 Office Supplies	\$	191.08
Water Dist 5	W58310-4200	FROM: W5 Telephone	\$	2,000.00
Water Dist 5	W58310-4270	FROM: Miscellaneous Expenses	\$	249.30
Water Dist 5	W58310-4300	FROM: W5 Conferences	\$	384.75
Water Dist 5	W58310-4351	FROM: Bonding Attorney Fees	\$	5,000.00
Water Dist 5	W58310-4800	FROM: W5 Data Process Support	\$	1,184.20
Water Dist 5	W58310-4810	FROM: Digitization Of Maps	\$	10,000.00
Water Dist 5	W58310-4855	FROM: W5 Paying Agent Fees	\$	1,000.00
Water Dist 5	W58310-100097	TO: Gis/Maps/Location Worker	\$	592.43
Water Dist 5	W58310-130594	TO: .30 Sr Dpw Specialist	\$	799.60
Water Dist 5	W58310-131594	TO: .20 Account Clerk	\$	776.61
Water Dist 5	W58310-180094	TO: Water 5 Admin Ot	\$	267.91
Water Dist 5	W58310-4163	TO: Safety Clothing Supplies	\$	99.99
Water Dist 5	W58310-4849	TO: Gis Implementation	\$	6,951.29
Water Dist 5	W58320-4166	FROM: W5 Gen Liable Insurance	\$	4,449.69
Water Dist 5	W58320-4205	FROM: W5 Internet Service	\$	4,650.01
Water Dist 5	W58320-4270	FROM: Miscellaneous Expenses	\$	500.00
Water Dist 5	W58320-4305	FROM: W5 Auto Maint & Repair	\$	1,263.64

Water Dist 5	W58320-4600	FROM: W5 Heat & Fuel	\$	6,159.82
Water Dist 5	W58320-4862	FROM: W5 Prnt & Public Notices	\$	324.03
Water Dist 5	W58320-4879	FROM: W5 Instrmnt Pump Maint	\$	3,776.49
Water Dist 5	W58320-4880	FROM: W5 Equip Maint & Repair	\$	6,879.47
Water Dist 5	W58320-4881	FROM: W5 Test Drinking Water	\$	26,890.00
Water Dist 5	W58320-4907	FROM: Outside Contract City- Schdy	\$	3,856.74
Water Dist 5	W58320-120095	TO: .85 W5 Sr Wtr Trt Plant Opertr	\$	1,226.34
Water Dist 5	W58320-125095	TO: .85 W5 Wtr Trtmt Plant Oper	\$	1,642.37
Water Dist 5	W58320-2006	TO: Water Well System Improve	\$	6,884.57
Water Dist 5	W58320-4163	TO: Safety Clothing Supplies	\$	156.38
Water Dist 5	W58320-4500	TO: W5 Electricity	\$	4,372.87
Water Dist 5	W58320-4891	TO: W5 Wtr Pump Maint Cntrct	\$	200.00
Water Dist 5	W58320-4904	TO: Blding/Grounds Maint Power	\$	3,843.98
Water Dist 5	W58330-4098	TO: W5 Chemicals	\$	30,498.39
Water Dist 5	W58340-135596	FROM: .60 W5 Laborer	\$	7,546.84
Water Dist 5	W58340-150096	FROM: W5 Overtime	\$	5,039.94
Water Dist 5	W58340-2000	FROM: W5 Equipment	\$	6,884.57
Water Dist 5	W58340-4270	FROM: Miscellaneous Expenses	\$	200.00
Water Dist 5	W58340-4704	FROM: W5 Drug Testing Program	\$	500.00
Water Dist 5	W58340-4884	FROM: W5 Mains	\$	48,415.12
Water Dist 5	W58340-4886	FROM: W5 Leak Detection	\$	50,005.61
Water Dist 5	W58340-4887	FROM: W5 Wtr Equip Maint Supp	\$	8,367.87
Water Dist 5	W58340-100096	TO: .60 W&S Maint Supervisor	\$	20,020.75
Water Dist 5	W58340-120096	TO: .60 Sr Laborer	\$	3,309.29
Water Dist 5	W58340-125096	TO: .25 Meo Heavy Landfill	\$	132.79
Water Dist 5	W58340-190096	TO: W5 Interfund Work	\$	133.18
Water Dist 5	W58340-4010	TO: W5 Easements	\$	3,379.06
Water Dist 5	W58340-4163	TO: Safety Clothing Supplies	\$	1,005.57
Water Dist 5	W58340-4302	TO: W5 Gas Oil Lube	\$	1,591.01
Water Dist 5	W58340-4305	TO: W5 Auto Equipment Supply	\$	6,999.04
Water Dist 5	W58340-4875	TO: W5 Pipe Fittings & Valves	\$	18,552.32
Water Dist 5	W58340-4877	TO: W5 Hydrants	\$	32,474.01
Water Dist 5	W58340-4889	TO: W5 Backfill/Pavement Rep	\$	75,898.66
Water Dist 5	W58340-4904	TO: W5 Bldgground Maint Supply	\$	2,532.87
Water Dist 5	W59010-800001	FROM: W5 Retirement	\$	41,691.24
Water Dist 5	W59030-800003	FROM: W5 Social Security	\$	5,021.22
Water Dist 5	W59040-800004	TO: W5 Workers Comp	\$	4,698.73
Water Dist 5	W59055-800007	TO: W5 Disability Insurance	\$	9.65
Water Dist 5	W59060-800008	TO: W5 Medical Insurance	\$	38,415.89
Water Dist 5	W59060-800009	TO: W5 Retiree Medical Insurance	\$	1,345.10
Water Dist 5	W590601-810001	TO: W5 Dental Insurance	\$	2,428.34
Water Dist 5	W590602-820001	FROM: W5 Vision Insurance	\$	185.25

SECTION 2. This resolution shall become effective May 28, 2025.

DATED: May 28, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 201.25

**CALL FOR BIDS FOR WATER DISTRICT NO. 5 WATER SYSTEM IMPROVEMENTS
– CONTRACT NO. 2 – VALVE & HYDRANT REPLACEMENT**

THEREFORE, UPON MOTION OF Councilmember _____,
seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Water District No. 5 Water System Improvements – Contract No. 2 - Valve & Hydrant Replacement.

SECTION 2. The Town Clerk of the Town of Rotterdam shall cause the following public notice to be published in the official newspaper of the Town of Rotterdam, and the Supervisor of the Town of Rotterdam shall cause the following public notice be published to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) at least five (5) days before the date of reception of bid proposals:

**TOWN OF ROTTERDAM
NOTICE TO BIDDERS**

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Thursday, the 26th day of June, at 2:00 P.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

**WATER DISTRICT NO. 5 WATER SYSTEM IMPROVEMENTS – CONTRACT NO. 2 –
VALVE & HYDRANT REPLACEMENT**

Digital Copies of Specifications may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.

**ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT
1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON
BIDNET PRIOR TO 2:00 P.M., JUNE 26, 2025**

The Town Board reserves the right to accept or reject any and all bids or proposals or any specific part of any item of any bid.

**BY ORDER OF THE ROTTERDAM TOWN BOARD
DIANE M. MARCO, TOWN CLERK**

DATED: May 28, 2025
BidNet: Please publish on May 29, 2025
Daily Gazette: Please publish once on May 30, 2025
Town Clerk Post

SECTION 3. This resolution shall become effective May 28, 2025.

DATED: May 28, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org



LEGISLATIVE REQUEST FORM

DATE: May 22, 2025

TO: Mollie Collins, Supervisor

FROM: C. Jack Dodson, Deputy Supervisor

TITLE OF REQUEST: Call for bids for Rotterdam water system improvements – Water District No. 5 Contract No. 2 - Valves & Hydrant Replacement.

TOWN BOARD MEETING: May 28, 2025

Background Information: The Town of Rotterdam retained Barton & Loguidice to engineer water system improvements for the \$34M capital improvement project. Contract No. 2 – Valve and Hydrant Replacement includes selected replacement of inoperable valves and hydrants in the water distribution system for WD No. 5. Valve replacements include critical 20-inch isolation valves and connecting street valves along Curry Road and the intersection of Curry Road/Altamont Avenue. Hydrant replacements include hydrants located in high traffic areas with significant maintenance and protection of traffic or hydrants that can't be shut down due to inoperable main line isolation valves.

Evaluation/Analysis: The work is required to allow maintenance of the water distribution system including isolation of the 20-inch water main on Curry Road between Beverly Street and Helderberg Avenue.

Recommendation(s): Call for bids for Rotterdam WD No. 5 - Water System Improvements – Contract No. 2 – Valve and Hydrant Replacements.

Attachment/Document(s): See attached bidding documents.

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): N/A

LEGISLATION WILL BE PREPARED BY: Supervisors Office

**WATER DISTRICT NO. 5 WATER SYSTEM IMPROVEMENTS – CONTRACT NO. 2 –
VALVE & HYDRANT REPLACEMENT**

Hard copy bidding documents and drawings are available for viewing at the Town Clerks Office during regular business hours. The complete package is over 700 pages. A master copy will be available at the Agenda meeting May 28th on the dais.

If approved at the May 28th meeting, all documents will be available on Bidnet the following day as well.

RESOLUTION NO. 202.25

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH HYDROSOURCE
ASSOCIATES, PC FOR CHANGE ORDER #1 FOR HYDROGEOLOGIC SERVICES
AND CONSULTING**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with HydroSource Associates PC, located at 120 Daniel Webster Highway, Meredith, NH03253, for Change Order #1 – to account for time delays and increased in labor and materials, since submitting their original cost quotation in July, 2023 concerning Town of Rotterdam’s Well No. 6 project, subcontracted to Layne Christensen Company, for an increase not to exceed one hundred sixty one thousand, seven hundred and 00/100 (\$161,700.00) dollars, for a new total project cost not to exceed one million one hundred fifty eight thousand fifty and 00/100 (\$1,158,050) dollars.

SECTION 2. This resolution shall become effective May 28, 2025

DATED: May 28, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org



LEGISLATIVE REQUEST FORM

DATE: May 19, 2025

TO: Mollie Collins – Town Supervisor

FROM: Jack Dodson – Deputy Supervisor

TITLE OF REQUEST: Authorize Supervisor to negotiate and execute a change order with HydroSource Associates, PC for additional costs requested of their drilling subcontractor, Layne Christensen Co. for work associated with Production Well No. 6 at the Rice Road Well Source.

TOWN BOARD MEETING: May 28, 2025

Background Information: Pursuant to Resolution No. 360.23, the town contracted with HydroSource Associates, and their subcontractor, Layne Christensen Co. for hydrogeologic services, permitting and construction of new Production Well No. 6 for a fee not to exceed \$996,360.00 in December 2023. Execution of the HydroSource Agreement is a requirement for funding with EFC-DWSRF for the WD#5 Comprehensive Water System Improvement project.

Evaluation/Analysis: The town, under a separate prime contract, preformed a site preparation contract that required in excess of 5,000 cubic yards of material be brought to the site for the new Production Well No. 6 to ready the site for the well driller to drill a test well and the production well. Construction work associated with this site prime contract was recently completed in May 2025. HydroSource Associates, PC notified the town in a May 8, 2025 letter that their subcontractor, Layne Christensen, Co. requested a change order in the amount of \$161,700 to account for time delays and increases in costs of labor and materials that have occurred since submitting their original cost in July 2023. These increased costs include two prevailing wage changes, AIS pipe and screen, gravel, glass beads, and equipment.

Recommendation(s): Authorize the supervisor to sign the change order with HydroSource Associates, PC for the additional \$161,700 for a new contract amount not to exceed \$1,158,050..

Attachment/Document(s): Resolution 360.23 and HydroSource Associates, PC letter dated May 8, 2025.

Compliance with Purchasing Policy: RFQ process required by EFC-DWSRF Funding.

Effect(s) on Existing Law(s): N/A

LEGISLATION WILL BE PREPARED BY: Supervisor's Office



HydroSource Associates, P.C.

120 Daniel Webster Highway • Meredith, NH 03253

Telephone: (603) 279-0301

www.teamhydrosourcesource.com

May 8, 2025

Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

Re: Change Order Request from Well Services Subcontractor

Dear Supervisor Collins,

The well drilling contractor for the Town of Rotterdam's Well No. 6 project, Layne Christensen Company, is requesting a change order to their contract to account for time delays and increases in the cost of labor and materials that have occurred since submitting their original cost quotation in July, 2023. Attached is a letter we received from them explaining the rationale behind their request, along with a summary of the anticipated additional charges for their services. The summary also includes a marginally greater cost for the water quality analyses subcontractors to offset increases that have occurred since 2023 for laboratory and shipping fees.

The summary is consistent with the table of Probable Costs presented on pages 15 and 16 of HSA's 7/20/23 contracted scope of services. It lists the subcontractors' original costs and updated current costs. You will note that the proposed additional costs are limited to services to be provided by subcontractors. Assuming all the work within HSA's scope of services will be completed by the end of 2025, we expect that HSA's rates should remain unchanged from those shown in our July, 2023 scope of services.

Please review this information and let me know if there is anything you wish to discuss. If acceptable, we will draft an amendment to our current consulting agreement with the Town to account for these additional costs.

Sincerely,

A handwritten signature in black ink, reading 'Claude A. Cormier'.

Claude A. Cormier
President

REVISED PROBABLE COSTS – MAY 6, 2025

Task/Activity	HSA	Previous Laboratory/Drilling Subcontractor Costs	Revised Laboratory/Drilling Subcontractor Costs
Review and Digitization of Applicable Hydrogeologic Information and Existing Well Records; Site Visit	\$11,400		
Well Drilling and Construction Services Contracting	\$4,100		
Test/Observation Well Installation and Preliminary Yield and Water Quality Analysis	\$24,300	\$55,000	\$63,500
Preliminary Report to NYSDOH and NYSDEC	\$15,300		
Construction of Well PW-6	\$63,700	\$400,000 to \$450,000	\$480,000 to \$540,000
Glass Bead Filter Pack Option		\$12,000 to \$13,000	\$17,000 to \$20,500
Development of Well PW-6	\$8,000	\$86,000	\$97,000
Well Camera Video Inspection and Recording	\$2,300		
Step and 72-Hour Constant Rate Pumping Tests	\$57,000	\$162,000	\$205,000
NYSDOH Part 5 Water Quality Sampling and Analyses	\$2,350	\$6,900	\$8,600
Pumping Test Analyses and Final Hydrogeologic Report to NYSDEC and NYSDOH	\$26,500		
Project Management and NYSEFC Contract Administration	\$8,500		
Subtotals	\$223,450	\$721,900 to \$772,900	\$871,000 to \$934,600
	Prior Total: \$945,350 to \$996,350		New Total: \$1,094,450 to \$1,158,050

May 2, 2025

TO: Claude Cormier
HydroSource Associates
50 Winter Street
Ashland, New Hampshire 03217

Mr. Cormier,

After long pauses in commencement of well drilling for the Town of Rotterdam, NY, since our most recent quote in July 2023, signing of our contract in April 2024 and to the commencement of work expected in Summer of 2025 we have experienced significant material and labor cost increases. These increases cover just about every facet of this work scope from prevailing wage rates to permanent material to tooling.

The prevailing wage rates will have increased twice since our original quote. This job we expect to have over 1,400-man hours on site to complete the work, this greatly effects the cost. In addition, AIS pipe and screens, gravel, glass beads, and rental equipment continue to increase annually, and we had to account for these changes to cover our own costs.

Layne is requesting approval for the adjusted bid price as seen in the following table. Please reach out with any questions or concerns.

Sincerely,

LAYNE CHRISTENSEN COMPANY



Max Sainsbury
Area Manager

Test Well	Unit	Est. Quantity	Unit Price	Amount
Mobilization & demobilization	Lump Sum	1	9500	\$ 9,500.00
6-inch drilling	Foot	100	150	\$ 15,000.00
Well Screens	Foot	20	450	\$ 9,000.00
Airlift Development	Hour	12	550	\$ 6,600.00
Pump Test	Lump Sum	1	15000	\$ 15,000.00
			Est. Total	\$ 55,100.00

30-inch Artifical	Unit	Est. Quantity	Unit Price	Amount
Mobilization & demobilization	Lump Sum	1	48000	\$ 48,000.00
48 Inch Drilling	Foot	35	2100	\$ 73,500.00
36 Inch Drilling	Foot	100	1450	\$ 145,000.00
Sieve Analysis	Lump Sum	1	2500	\$ 2,500.00
Install 30 Inch	Foot	75	625	\$ 46,875.00
Install Screen	Foot	25	2000	\$ 50,000.00
<i>Glass beads instead of Gravel (Optional)</i>	Lump Sum	1	17750	\$ 17,750.00
Sanitary Seal	Lump Sum	1	49000	\$ 49,000.00
Plumbness and Alignment	Lump Sum	1	4000	\$ 4,000.00
			Est. Total	\$ 436,625.00
Development	Unit	Est. Quantity	Unit Price	Amount
Set / Remove Development Tools	Lump Sum	1	51000	\$ 51,000.00
Development	Hours	60	550	\$ 33,000.00
			Est. Total	\$ 84,000.00
Testing	Unit	Est. Quantity	Unit Price	Amount
Test Pump ETC allowance	Lump Sum	1	135000	\$ 135,000.00
Step Test	Lump Sum	1	22000	\$ 22,000.00
Constant Rate	Hours	36	550	\$ 19,800.00
Payment and Performance Bond	Lump Sum	1	3500	\$ 3,500.00
			Est. Total	\$ 180,300.00
			Grand Total:	\$700,925.00

24-inch Artifical	Unit	Est. Quantity	Unit Price	Amount
Mobilization & demobilization	Lump Sum	1	48000	\$ 48,000.00
48 Inch Drilling	Foot	35	2100	\$ 73,500.00
36 Inch Drilling	Foot	50	1500	\$ 75,000.00
Install 30 Inch and Drill	Foot	100	1150	\$ 115,000.00
Sieve Analysis	Lump Sum	1	2500	\$ 2,500.00
Install 24 Inch Screen and Riser	Foot	25	2275	\$ 56,875.00
<i>Glass beads instead of Gravel (Optional)</i>	Lump Sum	1	14500	\$ 14,500.00
Sanitary Seal	Lump Sum	1	45000	\$ 45,000.00
Plumbness and Alignment	Lump Sum	1	4000	\$ 4,000.00
			Est. Total	\$ 434,375.00
Development	Unit	Est. Quantity	Unit Price	Amount
Set / Remove Development Tools	Lump Sum	1	51000	\$ 51,000.00
Development	Hours	60	550	\$ 33,000.00
			Est. Total	\$ 84,000.00
Testing	Unit	Est. Quantity	Unit Price	Amount
Test Pump ETC allowance	Lump Sum	1	135000	\$ 135,000.00
Step Test	Lump Sum	1	22000	\$ 22,000.00
Constant Rate	Hours	36	550	\$ 19,800.00
Payment and Performance Bond	Lump Sum	1	3500	\$ 3,500.00
			Est. Total	\$ 180,300.00
			Grand Total:	\$698,675.00

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 360.23

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH HYDROSOURCE ASSOCIATES,
PC FOR HYDROGEOLOGIC SERVICES AND CONSULTING**

THEREFORE, UPON MOTION of Councilmember **DODSON**, seconded by Supervisor **COLLINS**,
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with HydroSource Associates, PC, located at 120 Daniel Webster Highway, Meredith, NH 03253, for Hydrogeologic services and Consulting services related to the construction and permitting of a new supply well, Well PW-6, to develop an additional public drinking water source, in the amount not to exceed nine hundred ninety six thousand, three hundred fifty and 00/100 (\$996,350.00) dollars.

SECTION 2. This resolution shall become effective December 13, 2023.

DATED: December 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera	X		
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on December 13, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this December 15, 2023.

Diane M. Marco
Diane M. Marco, Town Clerk





HydroSource Associates, PC

120 Daniel Webster Highway, Meredith, NH 03253

Telephone: (603) 279-0301

www.teamhydrosources.com

December 13, 2023

Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

Re: Proposed Scope of Hydrogeologic Services and Consulting Agreement with Mandatory State Revolving Fund Equivalency Project Terms and Conditions for Non-Construction Contracts

Dear Supervisor Collins:

HSA had previously sent you a Proposed Scope of Hydrogeologic Services and Consulting Agreement dated 7/20/23 which covered the construction and permitting of a new supply well, Well PW-6, that the Town is seeking to develop as an additional public drinking water source. Per the Town's request, we have modified the agreement to now include the New York State Environmental Facilities Corporation (NYSEFC)'s Mandatory State Revolving Fund (SRF) Equivalency Project Terms and Conditions for Non-Construction Contracts.

We understand that these terms and conditions include the requirement to solicit for Disadvantaged Business Enterprise (DBE) participation on subcontracting opportunities. As before, a waiver request to these requirements and supporting waiver information is also enclosed. This is addressed to the Town's designated Minority Business Officer, Peter Comenzo.

As explained in HSA's waiver request, a search for DBE firms had already been made for the only subcontracting opportunity available under HSA's scope of work, i.e., water quality laboratory analytical services. Our understanding is that for these services the laboratory would need to be certified both as a DBE firm, and certified by the New York State Department of Health (NYSDOH) to provide the required Part 5 Water Quality Analyses for the new well. Our search turned up no such firms, and thus we intend to subcontract non-DBE laboratories for these services.

Our understanding is that, as subcontractors, the laboratories may nonetheless also be required to enter into a contract that includes the NYSEFC terms and conditions, and to perform the required administrative efforts if the Town wishes to seek reimbursement for the laboratories' costs from the SRF financing program. Please be aware that laboratories may be unwilling to review, commit to, and administer such a contract that includes the NYSEFC terms and conditions, mainly because these provisions largely don't apply to the kind of work a laboratory performs; and reviewing the provisions and performing all the duties needed to comply with them may consume more of the

laboratory's time than the revenue for their services would justify. Furthermore, HSA's efforts to negotiate the details of such a contract with laboratories, and then our independent administrative efforts associated with each of those subcontracts, would probably cost as much or more in HSA labor time than the actual laboratory charges themselves. In this case, if acceptable, we propose that HSA invoice the Town for the laboratory charges separately when they are incurred, and the Town pay for those services independently, and not include them as reimbursable under the NYSEFC financing arrangement. This is what we propose, and have described in our waiver request.

Based on our review of the equivalency terms and conditions, additional potential efforts and/or requirements that were not included in HSA's proposed scope of work and could be required under the equivalency terms and conditions may be activities related to specific Crosscutter Review items, e.g., Protection of Wetlands, Sole Source Aquifer designation, Floodplain Management (relative to access road preparation for well installation), et al. HSA's proposed scope of services does not include any efforts related to Crosscutter Review items, and our understanding is that these would be the responsibility of the Town's consulting engineers, Barton & Loguidice, or others, and not HSA.

The aforementioned details are summarized in Appendix B of the enclosed agreement.

We welcome the opportunity to provide our services to the Town of Rotterdam and look forward to working with you. If you have any questions or need any clarification regarding this proposal, please do not hesitate to call me at 603-279-0301, or email me at ccormier@teamhydrosource.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Claude A. Cormier". The signature is fluid and cursive, with the first name "Claude" and last name "Cormier" clearly distinguishable.

Claude A. Cormier
President

Attachments

CONSULTING AGREEMENT

The undersigned hereby authorizes HydroSource Associates, P.C. (HSA) to conduct the work described herein, and agrees to compensate HydroSource Associates, PC for such services in accordance with the following terms and conditions.

CLIENT INFORMATION:

Client Name: Town of Rotterdam, New York email: mcollins@rotterdamny.org
Address: 1100 Sunrise Boulevard
Rotterdam, New York 12306
Contact: Mollie Collins, Supervisor

DESCRIPTION OF WORK TO BE PERFORMED: Hydrogeologic Services and Construction and Permitting of New Supply Well as described in HSA's proposal dated July 20, 2023.

BUDGET AND AGREEMENT TERMS: The total probable cost for this Agreement is \$945,350 to \$996,350. This budget is a probable cost for all work described above. Invoices will be submitted periodically as work proceeds. If, as work proceeds, it is anticipated that this budget will be exceeded, HSA will notify Client's contact with a revised probable cost for Client's written approval.

HSA's payment terms are net 10 days. An interest charge of 1.5% per month (APR 18 percent) will be charged on all invoices outstanding more than 30 days unless a lower charge is required under applicable law, in which case the lower rate shall apply. HSA may cease its work under this Agreement until invoices outstanding more than 30 days are paid. In the event that HSA is required to make collection efforts or take legal action on seriously overdue payments, Client shall promptly reimburse HSA for administrative costs and collection costs, including reasonable attorneys' fees and expenses. HSA shall have the right to immediately terminate this Agreement without further liability if Client fails to make timely payment or otherwise materially breaches this Agreement.

This Agreement, the attached Standard Terms and Conditions, Appendix A (Proposed Scope, dated July 20, 2023), Appendix B (Additional Stipulations), HSA's attached Fee Schedule, and the New York State Environmental Facilities Corporation (NYSEFC)'s Mandatory State Revolving Fund (SRF) Equivalency Project Terms and Conditions for Non-Construction Contracts constitute the entire agreement between HSA and Client. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of HSA and HSA's officers, directors, partners, employees, agents and subconsultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of Agreement or warranty, express or implied, of HSA or HSA's officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by HSA under this Agreement. Under no circumstances shall HSA's aggregate liability exceed the amount of HSA's insurance coverage. This limitation of liability applies to all injuries, damages, claims, losses, expenses and defense costs, whether based on contract, negligence, strict liability, statutory, warranty, trespass, indemnity, misrepresentation or any other theory of liability, except intentional misconduct, collectively hereinafter "Claim." HSA will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages. HSA shall not be liable for any costs, losses, damages, or other liabilities arising from any acts or omissions of the Client, its agents, staff, or other consultants or contractors employed by the Client.

AUTHORIZED CLIENT SIGNATURE

HYDROSOURCE ASSOCIATES, P.C.
d/b/a HydroSource Associates Hydrogeologic Consultants, P.C.

Mollie A. Collins 12/29/2023
Signature Date

Claude A. Cormier 12/13/2023
Claude A. Cormier, President

Mollie A. Collins, Supervisor
Print Name and Title

Please return one signed original to HSA, 120 Daniel Webster Highway, Meredith, NH 03253

RESOLUTION NO. 203.25

**TO NEGOTIATE AND EXECUTE AMENDMENT NO. 1 TO AN EXISTING
AGREEMENT WITH BARTON AND LOGUIDICE FOR WD NO. 5 – CAPITAL
PROJECT – WATER SYSTEM IMPROVEMENTS**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute Amendment No. 1 to an existing agreement with Barton and Loguidice, located at 10 Airline Drive, Suite 200, Albany, New York 12205, for professional engineering services for the WD No. 5 – Capital Project – Water System Improvements, in an amount not to exceed three hundred eighty five thousand, four hundred and 00/100 (\$385,400.00) dollars, for a new total agreement amount not to exceed two million six hundred forty four thousand seven hundred, and 00/100 (\$2,644,700.00) dollars.

SECTION 2. This resolution shall become effective May 28, 2025.

DATED: May 28, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org



LEGISLATIVE REQUEST FORM

DATE: May 23, 2025

TO: Mollie Collins, Supervisor

FROM: C. Jack Dodson, Deputy Supervisor

TITLE OF REQUEST: Authorize the Supervisor to negotiate and execute Amendment No. 1 to the engineering agreement dated January 10, 2024 with Barton & Loguidice for WD No. 5 – Capital Project – Water System Improvements.

TOWN BOARD MEETING: May 28, 2025

Background Information: The Town of Rotterdam retained Barton & Loguidice pursuant to an agreement dated January 10, 2024 to engineer water system improvements for the \$34M capital improvement project based on the preliminary engineering report. During final design the town discovered that the existing condition of water mains differed from what was in the preliminary engineering report leading to revised alignments for the new water transmission mains required to loop the water system.

Evaluation/Analysis: The scope of work for the original agreement changed to include: additional survey, mapping, soil borings/rock probes, soil corrosion testing, preliminary engineering, final design, bidding, construction administration and observation, and close out services. The total fee for Amendment No. 1 to the engineering agreement is \$385,400 for a total fee of \$2,644,700.

Recommendation(s): Authorize the Supervisor to negotiate and execute Amendment No. 1 to the engineering agreement with Barton & Loguidice for WD No. 5 – Capital Project – Water System Improvements.

Attachment/Document(s): Amendment No. 1.

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): N/A

LEGISLATION WILL BE PREPARED BY: Supervisors Office

This is EXHIBIT K, consisting of 6 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated January 10, 2024.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

The Effective Date of this Amendment is: May 14, 2025.

Background Data

Effective Date of Owner-Engineer Agreement: January 10, 2024

Owner: Town of Rotterdam

Engineer: Barton & Loguidice, D.P.C.

Project: Town of Rotterdam Water System Improvement Projects

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ☒ Additional Services to be performed by Engineer
- ☒ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☒ Modifications of payment to Engineer
- ☐ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Modifications to the original EJCDC agreement between Owner and Engineer for professional services dated January 10, 2024 are detailed below.

Task 2a. Basic Service Preliminary Design Phase

The Town has requested additional engineering services for design as follows:

Additional Valve Locations with surrounding utilities. The original contract stated B&L will provide engineering services for 11 valve replacements/additions. The Town has requested two additional valves at the following locations:

- Two (2) main line valves on Curry Road

Additional Water Main Design for 7,035 +/- LF of water main. The Town discovered that the existing conditions of water mains differs from what was in the PER, leading to a revised location for the new transmission main. The revised layout will include water main design for the following locations:

- West Campbell Rd. from Burdeck St. to Olean St.
- Helderberg Ave. from Bayberry Road to Crestwood Dr.
- Fort Hunter Rd. south of Valentine Dr. to Carman Rd.
- Carman Road from Wayto Road to Curry Rd.
- May Avenue from NYS Rte. 146 to McKinley Ave.
- Water tank south of May Ave: beyond the fence line around tank
- Olean St. from West Campbell Ave. to Vienna St.
- Vienna St./Myrtle Ave. from Olean St. Edgewood Ave.
- Edgewood Ave. from Myrtle Ave. to Broadway
- Broadway East of Edgewood Ave. to west of Westcott Rd.
- Westcott Rd. from Broadway to Bernard St.

The additional engineering costs for preliminary design are included for these new locations.

Task 2.b. Basic Services Final Design Phase

Additional engineering costs for final design are included in this amendment for:

- Two (2) main line valves on Curry Road
- Approximately 7,035 +/- LF of water main
- The scope of services for these above noted additional items are similar to our current contract; however, additional fee is required due to the addition of these improvements to the project

Task 2.c. Basic Services Bidding Phase

Additional bidding costs are included in this amendment for:

- Approximately 7,035 +/- LF of water main
- One (1) Additional Contract
- The scope of services for these above noted additional items are similar to our current contract; however, additional fee is required due to the addition of these improvements to the project and the addition of one (1) construction contract

Task 2.d. Basic Services Construction Phase

Additional construction costs are included in this amendment for:

- Approximately 7,035 +/- LF of water main
- Administrative services for anticipated existing asbestos piping to be removed
- The scope of services for these above noted additional items are similar to our current contract; however, additional fee is required due to the addition of these improvements to the project and the addition of one (1) construction contract

Task 2.e. Post Construction Phase

Additional Post construction costs are included in this amendment for:

- Two (2) main line valves on Curry Road
- Approximately 7,035 +/- LF of water main
- One (1) Additional Contract

- The scope of services for these above noted additional items are similar to our current contract; however, additional fee is required due to the addition of these improvements to the project and the addition of one (1) construction contract

Task 3b.i. Additional Services Survey Services

B&L's subconsultant will not complete topographic survey services on the replacement mains in the following areas:

- Backlot across Schenectady WTP to I-890 (820 feet)
- Backlot from I-890 under the Electric Transmission Line across the Great Flats Nature Trail Area (Class I Wetlands) to Putnam Road at West Campbell Road (3,150 feet)
- West Campbell Road from Putnam Road to Burdeck Street (2,230 feet)
- Burdeck Street and West Campbell Road to Burdeck Street and North Thompson Road (1,320 feet)
- North Thompson Road and Burdeck Street South on North Thompson Road to the second intersection of North Thompson Road and Princetown Road (2,020 feet)
- Total: 9,540 +/- LF

B&L's subconsultant will complete topographic survey services in the following areas for the entire project:

- Well Field Site (1,800 feet)
- May Avenue Water Storage Tank (683 feet)
- Two (2) Main line gate valve on Curry Road and Altamont Avenue (520 feet)
- Curry Road from Altamont to Helderberg (476 feet)
- 30 Inch Replacement Mains
 - o Rice Road between Rotterdam Water Plant and 150 feet past Schermerhorn Road (360 feet)
- 24 Inch Replacement Mains
 - o West Cambell Rd. from Burdeck St. to Olean St. (2,710 feet)
 - o Olean St. from West Campbell Ave. to Vienna St. (1,300 feet)
 - o Vienna St./Myrtle Ave. from Olean St. Edgewood Ave (883 feet)
 - o Edgewood Ave. from Myrtle Ave. to Broadway (3,175 feet)
 - o Broadway East of Edgewood Ave. to west of Westcott Rd (190 feet)
 - o Westcott Rd. from Broadway to Bernard St. (1,125 feet)
- 16 Inch Replacement Mains
 - o Altamont Ave from Altamont and Curry to Altamont and Mitchell Road. (5,600 feet)
 - o May Avenue from NYS Rte. 146 to McKinley Ave. (1983 feet)
- 12 Inch Replacement Mains
 - o Helderberg Ave. from Curry and Helderberg to Bayberry Rd. (2,400 feet)
 - o Helderberg Ave from Bayberry Road to Crestwood Dr. (582 feet)
 - o Carman Road from Wayto Road, across the Thruway, to the vacant land north of Rosedale Way, future Whispering Pines Development (1,250 feet)
 - o Fort Hunter Rd South of Valentine Dr. to Carman Rd. (688 feet)
 - o Carman Road from Wayto Road to Curry Rd. (2,700 feet)

The total linear footage from the original scope was 21,390 +/- L.F. The total Linear footage in the revised scope is 28,425 +/- L.F. The additional linear footage included in this amendment is 7,035 +/- LF.

Task 3b.ii. Additional Services Subsurface Investigations

B&L's subconsultant will not complete subsurface investigations for the following areas:

- 30-Inch Main Replacement Area
 - Backlot across Schenectady WTP to I-890 (1 boring)
 - Both sides of I-890 (2 - 25-foot borings)
 - Backlot from I-890 under the Electric Transmission Line across the Great Flats Nature Trail Area (Class I Wetlands) to Putnam Road at West Campbell Road (2 – 25-foot borings, 1 - 10 foot boring). No entry into wetlands is required.
 - West Campbell Road from Putnam Road to Burdeck Street (2 borings)
 - Burdeck Street and West Campbell Road to Burdeck Street and North Thompson Road (1 boring)
 - North Thompson Road and Burdeck Street South on North Thompson Road to the second intersection of North Thompson Road and Princetown Road (2 borings)
 - Total Borings: 11

B&L's subconsultant will conduct subsurface investigations in the following areas for the entire project:

- Well Field Site
 - Wellhouse (1 – 60 foot boring)
 - Total Borings: 1
- 24 Inch Replacement Mains on West Campbell Avenue
 - West Campbell Avenue from Burdeck Street to Olean Street (3 – 10 foot borings)
 - Olean Street from West Campbell Road to Vienna Street (1 – 10 foot boring)
 - Vienna Street/Myrtle Street from Olean Street to Edgewood Avenue (2 – 25 foot borings)
 - Edgewood Avenue from Myrtle Avenue to Broadway (3 – 10 foot borings)
 - Broadway from Edgewood to North Westcott Road (No borings)
 - North Westcott Road from Broadway to Bernard Street (2 – 10 foot borings)
 - Total Borings: 11
- 16 Inch Replacement Mains on Altamont Avenue
 - Altamont Avenue from Curry Road to Bernice Street
 - Total Borings: 5 (2 – 25 foot borings, 3 – 10 foot borings)
- 12 Inch Replacement Mains on Helderberg Avenue
 - Helderberg Avenue from Curry Road to Crestwood Drive
 - Total Borings: 3 (All 10 foot borings)
- 12 Inch Replacement Mains on Carman Road
 - Carman Road from Curry Road to Fort Hunter Road (3 – 10 foot borings)
 - Thruway Crossing to Whispering Pines Development (2 – 25 foot borings)
 - Total Borings: 5
- 16 Inch Replacement Main on May Avenue
 - May Avenue from Storage Tank to Hamburg Street
 - Total Borings: 3 (All 10 foot borings)

The total number of borings from the original scope was 27. The total number of borings in the revised scope is 28. This amendment includes one (1) additional boring.

In addition, and after discussions with the Town, B&L will complete corrosion testing at 13 boring locations. B&L's subconsultant will collect bulk samples at the following proposed boring locations for corrosivity testing. Bulk samples will be collected at depth of 5-feet BGS at the following boring locations:

- B-ANS-01, B-ANS-03 through B-ANS-06, B-ANS-12 through B-ANS-18, B-ANS-24. Map attached

Task 3c. Additional Services Permitting

Additional permitting costs are included in this amendment for the additional work that will be conducted on Curry Road, Altamont Avenue, and the additional water main alignment of approximately 7,035 +/- LF.

Task 4 Resident Project Representative

Additional Resident Project Representative costs for approximately 765 hours are included in this amendment for the additional services for:

- Two (2) main line valves on Curry Road
- Approximately 7,035 +/- LF of water main
- Monitoring specialist for expected asbestos piping to be removed

The scope of services for these above noted additional items are similar to our current contract; however, additional fee is required due to the addition of these improvements to the project and the addition of one construction contract.

Agreement Fee Summary:

Original agreement amount:	\$2,259,300
Net change for prior amendments:	\$0
This amendment amount:	<u>\$ 385,400 (See Appendix 1 for Breakdown of Fees)</u>
Adjusted Agreement amount:	\$2,644,700

Change in time for services (days or date, as applicable): No change in time for services.

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

See attached Appendix 1 to Exhibit C, to be made part of the Agreement, for a complete summary of fees.

OWNER:

Town of Rotterdam

ENGINEER:

Barton & Loguidice, D.P.C.

By:

Print

name: Mollie A. Collins

Title: Town Supervisor

Date Signed: _____

By:

Print

name: Donald H. Fletcher

Title: Executive Vice President

Date Signed: May 6, 2025

This is Appendix 1 to EXHIBIT C, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated January 10, 2024.

Summary of Fees & Reimbursable Expenses Schedule – Amendment No. 1

The Effective Date of this Amendment is: May 14, 2025

<u>Description of Service</u>	<u>Amount</u>	<u>Basis of Payment</u>
1 <u>Study and Report Phase Services</u>		
a. ~~Preliminary Engineering Report (initial authorization)~~	~~\$—~~	~~Lump Sum~~
2 <u>Basic Services :</u>		
a. Preliminary Design Phase	\$190,900	Lump Sum
b. Final Design Phase	\$778,600	Lump Sum
c. Bidding Phase	\$ 80,000	Lump Sum
d. Construction Phase	\$570,200	Hourly
e. Post-Construction Phase	\$ 10,000	Hourly
3 <u>Additional Services :</u>	\$438,700	
a. Subcontract Administration	\$0	Hourly
b. Subcontracted Services	\$282,700	Hourly
i. Survey	\$162,700	
ii. Subsurface Investigation	\$109,000	
iii. Archeological Survey	\$ 11,000	
c. Permitting	\$ 94,700	
d. Funding Assistance	\$ 61,300	
4 <u>Resident Project Representative :</u>	\$576,300	Hourly
TOTAL ESTIMATED CONTRACT AMOUNT	\$2,644,700	

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are in accordance with the standard billing rates in effect at the time services are performed. Current billing rates are delineated in the “Barton & Loguidice, D.P.C., Billing Rates Schedule for 2025” attached hereto.

Barton & Loguidice

Billing Rates for Calendar Year 2025

Travel by passenger vehicle	IRS standard mileage rate (exclusive of operator time)
Overnight travel & subsistence	At cost
Telephone, postage, delivery, etc.	At cost
In-house printing	Unit rate schedule for printed material
Field equipment & expendables	Unit rate schedule
Unmanned Aircraft Systems (UAS) equipment	\$300/day (exclusive of operator time)
Outside services including lab services & printing	Cost plus 15%

Individual staff at the following hourly rates:

Promotional Title	Billing Title	Billing Code	Billing Rate
Principal	Executive Manager	P12	305.00
Senior Vice President	Executive Manager	P12	305.00
Vice President	Manager V	P11	270.00
Senior Associate	Manager IV	P10	240.00
Associate	Manager III	P9	225.00
Senior Managing Engineer	Manager II	P8	215.00
Senior Managing Hydrogeologist	Manager II	P8	215.00
Senior Managing Industrial Hygienist	Manager I	P7	205.00
Senior Managing Landscape Architect	Professional VI	P6	190.00
Senior Consultant	Manager V	P11	270.00
Chief Asset Management Specialist	Manager IV	P10	240.00
Chief Engineer	Manager II	P8	215.00
Senior Project Manager	Manager II	P8	215.00
Senior Construction Manager	Professional VI	P6	190.00
Managing Architect	Professional V	P5	170.00
Managing Community Planner	Professional IV	P4	155.00
Managing Engineer	Professional VI	P6	190.00
Managing Hydrogeologist	Professional VI	P6	190.00
Managing Industrial Hygienist	Professional IV	P4	155.00
Managing Landscape Architect	Professional V	P5	170.00
Lead Architect	Professional V	P5	170.00
Lead Asset Management Specialist	Manager III	P9	225.00
Lead Engineer	Professional VI	P6	190.00
Lead Environmental Scientist	Professional VI	P6	190.00
Lead Hydrogeologist	Professional VI	P6	190.00
Lead Landscape Architect	Professional IV	P4	155.00
Project Manager	Professional VI	P6	190.00
Construction Manager	Professional V	P5	170.00
Senior Staff Sustainability Specialist	Professional III	P3	143.00
Senior Project Asset Management Specialist	Professional VI	P6	190.00
Senior Project Engineer	Professional V	P5	170.00
Senior Project Environmental Scientist	Professional III	P3	143.00
Senior Project Hydrogeologist	Professional II	P2	126.00
Senior Project Landscape Architect	Professional III	P3	143.00

Barton & Loguidice

Billing Rates for Calendar Year 2025

Travel by passenger vehicle	IRS standard mileage rate (exclusive of operator time)
Overnight travel & subsistence	At cost
Telephone, postage, delivery, etc.	At cost
In-house printing	Unit rate schedule for printed material
Field equipment & expendables	Unit rate schedule
Unmanned Aircraft Systems (UAS) equipment	\$300/day (exclusive of operator time)
Outside services including lab services & printing	Cost plus 15%

Individual staff at the following hourly rates:

Promotional Title	Billing Title	Billing Code	Billing Rate
Senior Staff Engineer	Professional V	P5	170.00
Senior Staff Environmental Scientist	Professional III	P3	143.00
Senior Staff Hydrogeologist	Professional II	P2	126.00
Project Architect	Professional IV	P4	155.00
Project Community Planner	Professional II	P2	126.00
Project Engineer	Professional IV	P4	155.00
Staff Architectural Designer	Professional III	P3	143.00
Staff Asset Management Specialist	Manager I	P7	205.00
Staff Engineer	Professional IV	P4	155.00
Staff Environmental Scientist	Professional II	P2	126.00
Staff Field Scientist	Professional II	P2	126.00
Staff Hydrogeologist	Professional II	P2	126.00
Staff Industrial Hygienist	Professional II	P2	126.00
Assistant Landscape Architect II	Professional II	P2	126.00
Community Planner II	Professional I	P1	110.00
Engineer II	Professional III	P3	143.00
Environmental Scientist II	Professional I	P1	110.00
Assistant Landscape Architect I	Professional II	P2	126.00
Community Planner I	Technician II	T2	100.00
Engineer I	Professional II	P2	126.00
Environmental Scientist I	Technician II	T2	100.00
Hydrogeologist I	Technician II	T2	100.00
Industrial Hygienist I	Technician I	T1	87.00
Architectural Designer II	Technician IV	T4	130.00
Engineering Designer II	Technician VI	T6	160.00
Engineering Designer I	Technician IV	T4	130.00
Senior Engineering Technician	Technician V	T5	143.00
Senior Environmental Technician	Technician I	T1	87.00
Senior Architectural Technician	Professional I	P1	110.00
Engineering Technician	Technician III	T3	117.00
Environmental Technician	Technician I	T1	87.00
Resident Engineer	Construction IV	C4	147.00
Senior Inspector	Construction III	C3	134.00
Inspector	Construction II	C2	126.00

Barton & Loguidice Billing Rates for Calendar Year 2025

Travel by passenger vehicle	IRS standard mileage rate (exclusive of operator time)
Overnight travel & subsistence	At cost
Telephone, postage, delivery, etc.	At cost
In-house printing	Unit rate schedule for printed material
Field equipment & expendables	Unit rate schedule
Unmanned Aircraft Systems (UAS) equipment	\$300/day (exclusive of operator time)
Outside services including lab services & printing	Cost plus 15%

Individual staff at the following hourly rates:

Promotional Title	Billing Title	Billing Code	Billing Rate
Senior Project Accountant	Technical Assistant II	TA2	100.00
Project Accountant	Technical Assistant I	TA1	84.00
Senior Marketing Specialist	Technical Assistant II	TA2	100.00
Senior Communications Specialist	Technician III	T3	117.00
UAS Operator	Technician III	T3	117.00
Marketing Specialist	Technical Assistant I	TA1	84.00
Communications Specialist	Technician III	T3	117.00
Engineering Aide	Technical Assistant III	TA3	118.00
Office Administrator	Technical Assistant I	TA1	84.00
Senior Group Technical Assistant	Technical Assistant II	TA2	100.00
Group Technical Assistant	Technical Assistant I	TA1	84.00
Intern - Technical	Technician I	T1	87.00



Mandatory State Revolving Fund Equivalency Project Terms and Conditions

**For Equivalency Projects Funded with NYS Clean Water State
Revolving Fund or Drinking Water State Revolving Fund**

Identify Contract Type prior to Advertisement for Bid:

☐ **Construction**

- ☐ **Treatment Works and Drinking Water Projects**
- ☐ **Non-Treatment Works**

☒ **Non-Construction**

Effective October 1, 2023

**New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
P: (518) 402-6924
www.efc.ny.gov**

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INTRODUCTION

The terms and conditions below must be incorporated verbatim into contracts receiving SRF financial assistance. Additional information relating to each of the requirements is included in the companion guidance document.

REQUIRED CONTRACT LANGUAGE

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

Broker means a firm that does not itself perform, manage or supervise the work of its contract or subcontract in a manner consistent with the normal business practices for contractors or subcontractors in its line of business.

Construction means the process by which a contractor or subcontractor builds, alters, repairs, remodels, improves or demolishes infrastructure.

Contract means an agreement between a Recipient and a Contractor.

Contractor means all bidders, prime contractors, non-construction service providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

Equivalency means projects in the amount equal to the funds “directly made available” by an Environmental Protection Agency (EPA) Capitalization Grant and funding for those projects is considered federal funds, or federal financial assistance. The Equivalency designation is indicated in the Intended Use Plan.

Manufactured products means articles, materials, or supplies that have been processed into a specific form and shape or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. If an item is classified under Build America, Buy America as an iron or steel product, a construction material, or a section 70917(c) material under 2 CFR § 184.4(e), then it is not a manufactured product.

Manufacturer means a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

MBO is designated and employed by the Recipient as a Minority Business or Compliance Officer responsible for MWBE/DBE/SDVOB/EEO reporting and compliance.

Non-Construction Provider means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

Recipient means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part. Responsible through Project Finance Agreement (PFA) to comply with EFC requirements.

State means the State of New York.

Subcontract means an agreement between a Contractor and a Subcontractor.

Subcontractor means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

Supplier means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

Treatment Works is defined in Clean Water Act (CWA) Section 212, this does not include nonpoint source projects as defined in CWA Section 319 and estuary management program projects as defined in CWA Section 320.

SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS

Any Architectural and Engineering (A/E) services for all Clean Water State Revolving Fund (CWSRF) projects and for Drinking Water State Revolving Fund (DWSRF) projects receiving federal grant are required to be procured in compliance with 40 USC 1101 et. seq., and 48 CFR Part 36 Subpart 36.6. The Recipient must certify compliance to receive financing. Disregard this section if it does not apply to this Contract.

SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR FEDERAL DISADVANTAGED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS

The Equal Employment Opportunities requirements of this section apply to all Contracts and Subcontracts, with the exception of: (1) the requirements under Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A which apply only to construction Contracts and Subcontracts; and (2) the Federal Affirmative Action Regulations requirements which apply only to construction Contracts and Subcontracts greater than \$10,000.

The Disadvantaged Business Enterprises ("DBE") requirements of this section apply to construction, equipment, services, and/or supplies Contracts.

I. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. 40 CFR Part 33 ("Federal DBE Regulations") for contracts under EPA financial assistance agreements, as those terms are defined therein.
2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.
3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
4. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction contracts in excess of \$10,000, as those terms are defined therein.
5. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.

6. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.
 7. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.
- B. Upon request from the Recipient and/or EFC, Contractor will provide complete responses to inquiries and all DBE and EEO records available within a reasonable time or as otherwise determined by EFC.
 - C. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions or enforcement proceedings as allowed by the Contract.
 - D. If any terms or provisions herein conflict with Federal DBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.
 - E. The Contractor and Subcontractor shall not discriminate on the basis of race, color, national origin, age, disability, or sex in the performance of this Contract. The Contractor and Subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor and Subcontractor to carry out these requirements is a material breach of this Contract which may result in the termination of this Contract or other legally available remedies.

II. Equal Employment Opportunities (EEO)

- A. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.
- B. For federally assisted construction Contracts, the Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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.
- C. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, Section 504, Age Discrimination Act, Section 13, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- D. Pursuant to 41 CFR § 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at

<https://www.eeoc.gov/employers/eeo-1-survey/eeo-1-instruction-booklet>, if Contractor or Subcontractor:

1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
 2. Has 50 or more employees;
 3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
 4. Has a Contract, Subcontract, or purchase order amounting to \$50,000 or more.
- E. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. See guidance document for sample notice.
- F. For federal or federally assisted construction contracts in excess of \$10,000, the Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. See guidance document for goals.
- G. The Contractor will include the provisions of Subdivisions II(A) and II(B) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

III. Good Faith Efforts and Fair Share Objectives for DBEs

- A. Fair Share Objectives for this Contract are 20%
- B. Good Faith Efforts

Pursuant to 40 CFR § 33.301, the Contractor must demonstrate and document “good faith efforts” to provide meaningful participation by DBEs as Subcontractors or Suppliers in the performance of the Contract.

1. For purposes of demonstrating good faith efforts and achieving the fair share objectives established herein, the Contractor should seek out the participation of the following certified entities:
 - a. DBEs certified by the Small Business Administration (SBA), directory available at: https://web.sba.gov/pro-net/search/dsp_dsbs.cfm
 - b. DBEs certified by state DOTs on behalf of the United States Department of Transportation (USDOT), directories by state available at <https://www.transportation.gov/DBE%20State%20Websites>, including:
 - c. DBEs certified in New York State: <https://nysucp.newnycontracts.com/>
 - i. DBEs certified in New Jersey: <https://njucp.dbesystem.com/>
 - ii. DBEs certified in Connecticut: https://biznet.ct.gov/DOT_DBE/dbesearch.aspx
2. Participation of Brokers and Truckers/Haulers
 - a. Contractors cannot count the participation of a DBE who acts as a Broker or passive conduit of funds without performing, managing, or supervising the work of its contract or subcontract in a manner consistent with normal business practices. If 50% or more of the total dollar amount of a DBE's prime contract or subcontract is subcontracted to a non-DBE, the DBE prime contractor or subcontractor will be presumed to be a Broker.
 - b. Contractors may count the participation of a DBE trucker/hauler only if the trucker/hauler is performing a “commercially useful function,” according to the following factors:

- i. The DBE must be responsible for the management and supervision of the entire trucking/hauling operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE objectives.
- ii. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

C. DBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a completed copy of the EFC DBE Utilization Plan with all required bid forms to the MBO no later than the execution date of this Contract.
2. The Contractor agrees to use such DBE Utilization Plan for the performance of DBEs on the Contract.
3. The Contractor further agrees that a failure to submit and/or use such DBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. The Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the MBO. The Contractor shall indicate the changes to the Recipient in the Quarterly Report immediately following the change. See Section III(E), *Quarterly Report*. At EFC's discretion, an updated DBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a change order is executed the change order and supporting documentation should be submitted to the MBO and a revised Utilization Plan may be required at EFC's discretion.
5. The Contractor shall submit copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the DBE Utilization Plan to the MBO within 30 days of their execution.

D. Submission of Good Faith Effort Documentation

1. If the Contractor, after making good faith efforts, is unable to meet the DBE fair share objectives, the Contractor must submit documentation showing good faith efforts made by the Contractor to meet the fair share objectives. Such documentation should be submitted to the MBO in accordance with the instructions on the DBE Utilization Plan.
2. If the MBO, upon review of the DBE Utilization Plan and updated Quarterly Reports determines that the Contractor is failing or refusing to comply with the good faith effort requirements or that the good faith efforts are not in the requested format, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within a reasonable time and provide documentation showing good faith efforts as requested.

E. Quarterly Report

1. The Contractor agrees to submit a Quarterly Report to the MBO by the fifteenth business day following the end of each calendar quarter over the term of this Contract documenting the payments made and the progress towards achievement of the DBE fair share objectives of the Contract. The Quarterly Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Quarterly Report must reflect all Utilization Plan revisions, final adjusted payments to subcontractors, and all change orders and be marked as "final".

2. The Contractor agrees to submit any other information as may be requested by the MBO or EFC during the term of the Contract as needed to assist EFC for completion of federal reporting to EPA.

F. Other Requirements

1. All contracts shall comply with the contract administration requirements outlined at 40 CFR 33.302.
2. Contractor and Subcontractors shall assist EFC and the Recipient as necessary with complying with the recordkeeping and reporting requirements outlined at 40 CFR Part 33 Subpart E.

SECTION 3 BUILD AMERICA, BUY AMERICA (BABA) ACT AND AMERICAN IRON AND STEEL (AIS) REQUIREMENTS

Applicable to all contracts for DWSRF or CWSRF Treatment Works projects.

I. BABA Requirements

The requirements of this subsection shall not apply to CWSRF or DWSRF Contracts or Subcontracts which have been notified by EFC they are waived pursuant to the Build America, Buy America Act, Pub .L. No. 117-58, section 70914, and 2 CFR Part 184, including, but not limited to, the Adjustment Period Waiver for CWSRF and DWSRF projects that initiated project design planning prior to May 14, 2022. Disregard this subsection if the Contract or Subcontract is eligible for such a waiver, however, note that Subsection II below on AIS Requirements still applies.

If such Contracts or Subcontracts are not eligible for such a waiver, then the DWSRF or CWSRF Contract or Subcontract shall be subject to the Build America, Buy America Act, and the regulations promulgated thereafter (Pub. L. No. 117-58, §§ 70901-70953, and 2 CFR Part 184), which requires, among other things, that no SRF funds “may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”

The Contractor shall submit with their bid or proposal documents an executed BABA Contractor's Certification on the form attached hereto as [Attachment 2](#) acknowledging to and for the benefit of the Recipient of the Clean Water State Revolving Fund (“CWSRF”) or the Drinking Water State Revolving Fund (“DWSRF”) financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation (“EFC”) through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron, steel, manufactured products, and construction materials used in the project be produced in the United States (“BABA Requirement”) including iron, steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

- (a) the Contractor has reviewed and understands the BABA Requirement,
- (b) all of the iron, steel, manufactured products, and construction materials covered by the BABA Requirement incorporated in the project will be and/or have been produced in the United States in a manner that complies with the BABA Requirement, unless a waiver of the requirement is approved, and
- (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the BABA Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by

the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

II. AIS Requirements

The requirements of this section apply to (1) all contracts for which Part 1 of this section does not apply, (2) all Construction Contracts and Subcontracts for DWSRF projects and CWSRF Treatment Works projects and (3) all contracts for the purchase of iron and steel products for a DWSRF project or CWSRF Treatment Works project. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor shall submit with their bid or proposal documents an executed AIS Contractors Certification on the form attached hereto as [Attachment 3](#) acknowledging to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

- (a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
- (b) all of the iron and steel products covered by the American Iron and Steel Requirement incorporated in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
- (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

SECTION 4 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

The requirements of this section apply to all Construction Contracts and Subcontracts greater than \$2,000 for either DWSRF projects or CWSRF Treatment Works projects. Disregard this section if it does not apply to this Contract or Subcontract.

For Contracts in Excess of \$2,000:

1. Minimum Wages

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis-Bacon poster (WH-1321) can be found at <https://www.dol.gov/whd/regs/compliance/posters/davis.htm>. Wage determinations may be obtained from the US Department of Labor's website, <https://sam.gov/content/wage-determinations>.

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
 2. The classification is utilized in the area by the construction industry; and,
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of

receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.
2. Withholding. The Recipient shall upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
3. Payrolls and basic records.
- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information

required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/forms> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient, for transmission to EFC, EPA if requested by EPA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5(a)(3)(i), and that such information is correct and complete;
2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Recipient, EFC, or EPA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90

days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate

instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.
8. Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.
9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.
10. Certification of eligibility.
 - (i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

For Contracts in Excess of \$100,000:

1. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION 5 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

In addition, the Contractor and any Subcontractors have not been debarred from or deemed ineligible for Government contracts or federally assisted Construction contracts pursuant to Executive Order 12549.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

SECTION 6 RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than \$100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor bidding or proposing a Contract or Subcontract in excess of \$100,000 shall submit with their bid or proposal documents an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as [Attachment 4](#), consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

SECTION 7 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The requirements of this section apply to all Contracts and Subcontracts.

This prohibition is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs (Recipients), are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). EPA funds may not be used to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - (1) Procure or obtain, extend or renew a contract to procure or obtain;
 - (2) Enter into a contract (or extend or renew a contract) to procure; or
 - (3) Obtain the equipment, services, or systems.

Contractors and Subcontractors shall not procure or install prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, that are recorded in the System for Award Management exclusion list located at <https://sam.gov/SAM/>.

SECTION 8 CONSTRUCTION SIGNS

The requirements of this section apply to all EFC projects. Specific federal Bipartisan Infrastructure Law (BIL) signage is required for projects receiving financing from BIL.

If Contractor is expected to provide and install an EFC or BIL Construction Sign, a specification will be included in the enclosed contract documents.

ATTACHMENTS (Required Forms)

Attachment 1 – EFC DBE Utilization Plan



Environmental Facilities Corporation

NYS Environmental Facilities Corporation Disadvantaged Business Enterprise (DBE) Utilization Plan

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2 and 3. **Submit the completed, signed (electronic signature box checked and dated) form to the Recipient's Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be obtained from EFC.

If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified DBE, please contact EFC for assistance.

DBEs on this form may include disadvantaged firms certified by the [New York State Unified Certification Program \(NYSUCP\)](#), and disadvantaged firms certified by the Small Business Administration. In addition, the participation of DBEs will be credited according to the following requirements:

- Contractors cannot count the participation of a DBE who acts as a broker or passive conduit of funds without performing, managing, or supervising the work of its contract or subcontract in a manner consistent with normal business practices. If 50% or more of the total dollar amount of a DBE's prime contract or subcontract is subcontracted to a non-DBE, the DBE prime contractor or subcontractor will be presumed to be a broker.
- Contractors may count the participation of a DBE trucker/hauler only if the trucker/hauler is performing a "commercially useful function," according to the following factors:
 - o The DBE must be responsible for the management and supervision of the entire trucking/hauling operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE objectives.
 - o The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

See the [Mandatory Equivalency Terms and Conditions](#) or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. Email the completed, signed (electronic signature box checked and dated) form to your EFC Program Compliance Specialist.

The subject heading of the email to the EFC Program Compliance Specialist should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and email the MBO an acceptance or denial.

If the Utilization Plan will not meet or exceed the DBE fair share objective, then the good faith effort documentation noted in Section 4 must be submitted with this form.

SECTION 1: MUNICIPAL INFORMATION			
Recipient/Municipality:		County:	
Project No.:	Contract ID:	Registration No. (NYC only):	
Minority Business Officer:	Email:	Phone #:	
Address of MBO:			
Electronic Signature of MBO: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			Date:

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION				
Firm Name:			Contract Type: ☐ Construction ☐ Other Services	
Is the Prime Firm certified as a DBE? ☐ Yes ☐ No If yes, please include Prime information in Section 3.				
Address:		Phone #:	Fed. Employer ID #:	
Description of Work:			Email:	
Award Date:	Start Date:	Completion Date:	DBE Fair Share Objective	PROPOSED DBE Participation
Total Contract Amount: \$ DBE Eligible Contract Amount: \$ (DBE Fair Share Objectives are applied to this amount and includes all change orders, amendments, & specialty waivers)			Total: 20% \$	Total: % \$
<i>If fair share objectives are not met, documentation must be attached:</i> ☐ No Participation ☐ Short of the DBE Fair Share Objective				
☐ Specialty Equipment/Services: must be of SIGNIFICANT cost – attach list of cost and type of equipment and good faith effort documentation				

SECTION 3: DBE SUBCONTRACTOR INFORMATION

This Submittal is: ☐ The First/Original Utilization Plan ☐ Revised Utilization Plan #:			
DBE Subcontractor Information		Contract Amount	For EFC Use:
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	Start Date: Completion Date:		

SECTION 3: DBE SUBCONTRACTOR INFORMATION continued

Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	Start Date: Completion Date:		

SECTION 4: GOOD FAITH EFFORT DOCUMENTATION

Utilization Plans that do not meet the Fair Share Objective must be accompanied by the documentation requested in numbers 1 – 7, as listed below. Specialty Equipment Exclusion requests must be accompanied by the documentation requested in number 8 – 12, as listed below. Specialty Services Exclusion requests must be accompanied by the documentation requested in number 13, as listed below. Please contact the MBO and/or EFC for assistance or to request sample documentation.

Provide the following:

1. A letter of explanation detailing the scope of work, DBE search results, and results of good faith efforts that were made.
2. A scope of work that shows what subcontracting opportunities are in the contract. This could be an engineering proposal, schedule of values, or other similar documents.
3. Screenshots of search results (using commodity codes) from [DBE Directories](#) of all certified DBEs that were solicited for purposes of complying with your DBE fair share objective. Each search should be saved as an individual file.
4. [A log of solicitation results](#), consisting of the list of DBE firms solicited for the contract and the outcome of the solicitations. The log should be broken out into separate areas for each task that is solicited (e.g., trucking, materials, electricians). The log should show that each firm was contacted twice by two different methods (e.g., email and phone); who was spoken to; what was said; and the final outcome of the solicitation.
5. List of the general circulation, trade association, and DBE oriented publications and dates of publication soliciting for certified DBE participation as a subcontractor/supplier and copies of such solicitations.
6. Description of the negotiations between the contractor and certified DBEs for the purposes of complying with the DBE goals of this contract.
7. Any other information deemed relevant to the request.

EFC and the MBO reserve the right to request additional information and/or documentation.

Documentation for Requests for Specialty Equipment Exclusions:

8. A letter of explanation containing information about the equipment, why the equipment is specialty and why no DBE firms could be utilized to provide the equipment.
9. Copies of the appropriate pages of the technical specification related to the equipment showing the choices for manufacturers or other information that limits the choice of vendor.
10. Letter, email, or screenshot of website from the manufacturer listing their distributors in NYS and the locations.
11. Screenshots of DBE Directory searches for the manufacturer and distributor showing that they are not found in the Directory.
12. An invoice or executed purchase order showing the value of the equipment.

Documentation for Requests for Specialty Service Exclusions:

13. A letter of explanation containing information about the scope of work and why no DBE firms could be subcontracted to provide that service.

SIGNATURE

Electronic Signature of Contractor: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all DBE subcontractors will participate in subcontracts in accordance with the requirements of 40 CFR Part 33.

Name (Please Type):

Date:

Attachment 2 – BABA Contractor’s Certification



Environmental Facilities Corporation

BABA CONTRACTOR CERTIFICATION

FOR EQUIVALENCY CONSTRUCTION CONTRACTS PAID FOR WITH FUNDS THROUGH
THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR

THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title:

Contractor's Name:

Contract ID:

SRF Project No.:

SRF Recipient Name:

I certify that all iron and steel, manufactured products and construction materials permanently incorporated into the project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and Pub. L. No. 117-58 and any regulations promulgated thereunder. I will develop and maintain the necessary documentation to demonstrate that the applicable products permanently incorporated into the project were produced in the United States and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature:

Name (print):

Title:

Date:

Attachment 3 – AIS Contractor’s Certification



Environmental Facilities Corporation

AIS CONTRACTOR CERTIFICATION
FOR CONSTRUCTION CONTRACTS FUNDED THROUGH
THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR
THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title:
Contractor's Name:
Contract ID:
SRF Project No.:
SRF Recipient Name:

I certify that the iron and steel products permanently incorporated into the public water system or wastewater treatment works project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and 33 U.S.C. § 1388, 42 U.S.C. § 300j-12(a)(4) and any regulations promulgated thereunder. I will develop and maintain necessary documentation to demonstrate that the iron and steel products permanently incorporated into the project were produced in the United States, and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature:
Name (print):
Title:
Date:

Attachment 4 – Lobbying Certification



Environmental Facilities Corporation

**New York State Environmental Facilities Corporation
CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR Part 34**

SRF Project No.:

Recipient:

Project Description:

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 Form to Report Lobbying," 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.

Signature:

Name:

Title:

Company Name:

Date:

Contract ID:

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, September 27, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 303.23

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON AND LOGUDICE FOR PROFESSIONAL SERVICES FOR THE WATER SYSTEM IMPROVEMENTS PROJECT

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **MASTROIANNI**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Barton & Loguidice (B&L), located at 10 Airline Drive, Albany, NY 12205, to provide professional services for the Town of Rotterdam Water System Improvements Project in the amount not to exceed two million one hundred ten thousand, three hundred and 00/100 (\$2,110,300.00) dollars

SECTION 2. This resolution shall become effective on September 27, 2023.

DATED: September 27, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera	X		
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on September 27, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 29, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

**FOR THE
TOWN OF ROTTERDAM WATER SYSTEM IMPROVEMENTS PROJECT**

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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(703) 684-2882
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American Council of Engineering Companies
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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of January 10, 2024 ("Effective Date") between
Town of Rotterdam ("Owner") and
Barton & Loguidice, D.P.C. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Town of Rotterdam Water System Improvements Project
("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:
Preliminary/Final Design, Permitting, Bidding, and Construction Phase

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar

circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 or 2018 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days' notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and

judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**

- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 - 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work

Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design

professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses – **Design Services will be Lump Sum; Construction services will be Time + Expenses.**
- D. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses – **Standard Hourly Rates.**
- E. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- F. Exhibit E, Notice of Acceptability of Work.
- G. Exhibit F, Construction Cost Limit. **Not Included.**
- H. Exhibit G, Insurance.
- I. Exhibit H, Dispute Resolution.
- J. Exhibit I, Limitations of Liability.
- K. Exhibit J, Special Provisions. **Not Included.**

- L. Exhibit K, Amendment to Owner-Engineer Agreement.
- M. Exhibit L, RUS Bulletin 1780-26, Exhibit C. **Not Included.**
- N. **Exhibit M, NYSEFC Mandatory State Revolving Fund Equivalency Project Terms and Conditions For Equivalency Projects Funded with NYS Clean Water State Revolving Fund or Drinking Water State Revolving Fund.**
- O. Exhibit N, Scope of Service.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Town of Rotterdam

Engineer: Barton & Loguidice, D.P.C.

By:

By:



Print name: Mollie A. Collins

Print name: Donald H. Fletcher

Title: Town Supervisor

Title: Principal

Date Signed:

2/15/2024

Date Signed: January 10, 2024

Engineer License or Firm's Certificate No. (if required):

075248

State of: New York

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

1100 Sunrise Boulevard

443 Electronics Parkway

Rotterdam, New York 12306

Liverpool, New York 13088

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Mollie A. Collins

John F. Brusa

Title: Town Supervisor

Title: President

Phone Number: 518-355-7575 Ext 393

Phone Number: 315-457-5200

E-Mail Address: mcollins@rotterdamny.org

E-Mail Address: jbrusa@bartonandloguidice.com

This is **EXHIBIT A**, consisting of 18 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 10, 2024.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. ~~Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.~~
 - a. ~~If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: **LIST SPECIFIC POTENTIAL SOLUTIONS**~~
 - b. ~~If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~
 - c. ~~If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [] alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~
2. ~~Identify potential solution(s) to meet Owner's Project requirements, as needed.~~
3. ~~Study and evaluate the potential solution(s) to meet Owner's Project requirements.~~
4. ~~Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.~~
5. ~~Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.~~

- ~~6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.~~
- ~~7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.~~
- ~~8. Prepare a Preliminary Engineering Report report (the "Report", "PER") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs. The Report will be prepared in accordance with the NYSEFC, USDA RD, NYSDEC, or NYSDOH guidance for engineering reports, as applicable.~~
- ~~9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.~~
- ~~10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."~~
- ~~11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.~~
- ~~12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.~~
- ~~13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.~~
- ~~14. Perform or provide the following other Study and Report Phase tasks or deliverables as included in our Scope of Services dated DATE:~~

SCOPE OF SERVICES OF STUDY & REPORT PHASE (FROM PROPOSAL)

- ~~15. Furnish 2 review copies and an electronic PDF copy of the draft Report and any other Study and Report Phase deliverables to Owner within 90 days of the Effective Date and~~

~~review it with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~

- ~~16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 2 copies and an electronic PDF copy of the revised Report and any other Study and Report Phase deliverables to the Owner within 60 days of receipt of Owner's comments.~~

- ~~B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.~~

Study and Report Phase Services have been previously completed under a different agreement.

A1.02 Preliminary Design Phase

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

The Project scope shall be as determined by the Owner upon completion of the Study & Report Phase.

Preliminary Design Phase deliverables include:

- Basis of Design Report
 - 50% Contract Drawings
 - Outline of Contract Specifications
 - Opinion of Probable Project Cost
2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 - ~~3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice~~

~~from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information. Field survey and utility mapping will be provided as an Additional Service.~~

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 or 2018 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
- ~~9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:~~
10. Furnish 2 review copies and an electronic PDF copy of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 240 days of authorization to proceed with this phase, and review them with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 2 copies and an electronic PDF copy of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 60 days after receipt of Owner's comments.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. ~~Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate. Permitting and permitting assistance will be provided as an Additional Service.~~
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. ~~Perform or provide the following other Final Design Phase tasks or deliverables:~~

10. Furnish for review by Owner, its legal counsel, and other advisors, 2 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 120 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 2 final copies of such documents to Owner within 30 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is three (3). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
4. Consult with Owner as to the qualifications of prospective contractors.
5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:
 - a. Prepare conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

The fee for Bidding and Negotiating Phase is based on a 1.5 month period occurring immediately following the design phase.

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
 1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other

construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. ~~*Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.~~
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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- a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such

inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

- b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. ~~*Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:~~
25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative Services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract. **The estimated fee for Construction Phase services is based on an estimated 20 month duration of construction commencing immediately upon completion of Bidding or Negotiating Phase services.**

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 - ~~3. Perform or provide the following other Post Construction Phase tasks or deliverables:~~
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. ~~Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.~~
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
30. **Additional Services Authorized:** Below is a description of Additional Services anticipated and authorized by execution of this Agreement:
 - a. Subconsultant Administration – Services relating to soliciting and reviewing quotations and qualifications of subconsultants, subconsultant coordination, layout of subconsultant services, and Federal Disadvantaged Business Enterprises (DBE), and Equal Employment Opportunity (EEO) requirements for subconsultant participation.
 - b. Subcontracted Services – The following Subcontracted Services are anticipated. The scope of subcontracted services and budgets presented are estimates.
 - 1) **Survey and Base Mapping** – Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of services and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of services and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 - 2) **Subsurface Investigations** – Provide hollow stem auger boring with continuous split-spoon sampling and rock cores as determined by Engineer throughout the project area to provide contractor(s) with subsurface conditions.
 - 3) **Easement Maps and Descriptions** – Provide easement maps and boundary descriptions for use in obtaining ROW/easements for the project area. The budget estimate is based upon five (5) easements required for construction.
 - c. Permits – Provide technical criteria, written descriptions, field assessments and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final

design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate. The permits/approvals may include, but are not limited to:

- 1) NYSDOT Highway Work Permit
 - 2) New York State Thruway Authority
 - 3) NYS Department of Health/NYS Environmental Facilities Corp. Plan Approval
 - 4) Schenectady County Department of Health
 - 5) Schenectady County Department of Engineering & Public Works Highway Work Permit
 - 6) NYSDEC/USACOE Joint Application for Permit
 - 7) NYSDEC Water Supply Application
 - 8) New York Canal Corporation approvals
 - 9) CSX Railroad Occupancy Permit
 - 10) Stormwater Pollution Prevention Plan (SWPPP) and Construction Stormwater SPDES Permit Application
- d. Funding Assistance – Provide technical and administrative assistance to comply with funding agency requirements throughout the project including but not limited to application of funding requirements into the Contract Documents, Engineer, subconsultant and Contractor reporting requirements, owner assistance for funding agency correspondence, disbursements and closeout and other additional services relating to funding agency requirements.
- e. Record Drawings/O&M Manuals – Provide services relating to item nos. 17 through 23 above.
- f. Reimbursable Expenses – All Reimbursable Expenses for Basic Services and Additional Services.

Other Additional Services – See A2.02 below

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 10, 2024.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- ~~T. Perform or provide the following:~~

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated January 10, 2024.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Construction Phase, Post-Construction Phase and Resident Project Representative) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$952,800 based on the following estimated distribution of compensation:

- a. ~~Study and Report Phase~~
~~Preliminary Engineering Report~~ \$
- b. Preliminary Design Phase \$ 138,700
- c. Final Design Phase \$ 754,100
- d. Bidding and Negotiating Phase \$ 60,000
- e. ~~Construction Phase~~ \$ []
- f. ~~Post-Construction Phase~~ \$ []

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges):

5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding [40] months. If such period of service is extended, the compensation amount for Engineer's services ~~shall~~ may be appropriately adjusted.

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 10, 2024.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Study and Report Phase, Preliminary Design Phase, Final Design Phase, Bidding or Negotiating Phase and Resident Project Representative) – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
4. The total compensation for services under Paragraph C2.01 is estimated to be **\$768,400** based on the following estimated distribution of compensation:

a. Study and Report Phase	\$[]
b. Preliminary Design Phase	\$[]
c. Final Design Phase	\$[]
d. Bidding or Negotiating Phase	\$[]
e. Construction Phase	\$ 468,900
f. Post-Construction Phase	\$ 5,000
g. Additional Services	\$294,500

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein, including **Standard Hourly Rate Basic Services, Additional Services, and Resident Project Representative Services**, to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.
6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.

C2.02 Compensation For Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, ~~the latter multiplied by a factor of []~~.

C2.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

COMPENSATION PACKET RPR-2: Resident Project Representative – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$476,800 based upon full-time RPR services for 5 days a week on an 45 hour workday, Monday through Friday, over a 20 month day construction schedule.

B. Compensation for Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 2 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of ~~1.1~~.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.
5. Engineer may alter the distribution of compensation between individual phases of the work noted herein, including Standard Hourly Rate Basic Services, Additional Services, and Resident Project Representative Services, to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

COMPENSATION PACKET AS-1: Additional Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, ~~the latter multiplied by a factor of []~~.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.
5. Engineer may alter the distribution of compensation between individual phases of the work noted herein, including Standard Hourly Rate Basic Services, Additional Services, and Resident Project Representative Services, to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

C. Other Provisions Concerning Payment for Additional Services:

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 10, 2024.

Summary of Fees & Reimbursable Expenses Schedule

<u>Description of Service</u>	<u>Amount</u>	<u>Basis of Payment</u>
1 <u>Study and Report Phase Services</u>		
a. ~~Preliminary Engineering Report (initial authorization)~~	~~\$—~~	~~Lump Sum~~
2 <u>Basic Services :</u>		
a. Preliminary Design Phase	\$138,700	Lump Sum
b. Final Design Phase	\$754,100	Lump Sum
c. Bidding Phase	\$60,000	Lump Sum
d. Construction Phase	\$468,900	Hourly
e. Post-Construction Phase	\$5,000	Hourly
3 <u>Additional Services :</u>	\$355,800	
a. Subcontract Administration	\$0	Hourly
b. Subcontracted Services	\$223,500	Hourly
i. Survey	\$131,000	
ii. Subsurface Investigation	\$81,500	
iii. Archeological Survey	\$11,000	
c. Permitting	\$71,000	
d. Funding Assistance	\$61,300	
4 <u>Resident Project Representative :</u>	\$476,800	Hourly
TOTAL ESTIMATED CONTRACT AMOUNT	\$2,259,300	

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are in accordance with the standard billing rates in effect at the time services are performed. Current billing rates are delineated in the "Barton & Loguidice, D.P.C., Billing Rates Schedule for 2024" attached hereto.

This is **Appendix 2 to EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 10, 2024.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are in accordance with the standard billing rates in effect at the time services are performed. Current billing rates are delineated in the "Barton & Loguidice, D.P.C., Billing Rates Schedule for 2024" attached hereto.

Barton & Loguidice

Billing Rates for Calendar Year 2024

Travel by passenger vehicle	IRS standard mileage rate (exclusive of operator time)
Overnight travel & subsistence	At cost
Telephone, postage, delivery, etc.	At cost
In-house printing	Unit rate schedule for printed material
Field equipment & expendables	Unit rate schedule
Unmanned Aircraft Systems (UAS) equipment	\$300/day (exclusive of operator time)
Outside services including lab services & printing	Cost plus 15%

Individual staff at the following hourly rates:

Promotional Title	Billing Title	Billing Code	Billing Rate
Principal	Executive Manager	P12	295.00
Senior Vice President	Executive Manager	P12	295.00
Vice President	Manager V	P11	260.00
Senior Associate	Manager IV	P10	230.00
Associate	Manager III	P9	215.00
Senior Managing Community Planner	Manager I	P7	195.00
Senior Managing Engineer	Manager II	P8	205.00
Senior Managing Hydrogeologist	Manager III	P9	215.00
Senior Managing Industrial Hygienist	Manager I	P7	195.00
Senior Managing Landscape Architect	Professional VI	P6	180.00
Senior Consultant	Manager V	P11	260.00
Chief Engineer	Manager II	P8	205.00
Senior Project Manager	Manager II	P8	205.00
Senior Construction Manager	Professional VI	P6	180.00
Managing Community Planner	Professional IV	P4	146.00
Managing Engineer	Professional VI	P6	180.00
Managing Hydrogeologist	Professional VI	P6	180.00
Managing Landscape Architect	Professional V	P5	162.00
Lead Asset Management Specialist	Manager IV	P10	230.00
Lead Engineer	Professional VI	P6	180.00
Lead Environmental Scientist	Professional VI	P6	180.00
Lead Landscape Architect	Professional IV	P4	146.00
Project Manager	Professional VI	P6	180.00
Construction Manager	Professional IV	P4	146.00
Senior Project Architect	Professional V	P5	162.00
Senior Project Engineer	Professional V	P5	162.00
Senior Project Industrial Hygienist	Professional III	P3	134.00
Senior Staff Asset Management Specialist	Manager I	P7	195.00
Senior Staff Engineer	Professional V	P5	162.00
Senior Staff Environmental Scientist	Professional III	P3	134.00
Senior Staff Field Scientist	Professional III	P3	134.00

Barton & Loguidice

Billing Rates for Calendar Year 2024

Travel by passenger vehicle	IRS standard mileage rate (exclusive of operator time)
Overnight travel & subsistence	At cost
Telephone, postage, delivery, etc.	At cost
In-house printing	Unit rate schedule for printed material
Field equipment & expendables	Unit rate schedule
Unmanned Aircraft Systems (UAS) equipment	\$300/day (exclusive of operator time)
Outside services including lab services & printing	Cost plus 15%

Individual staff at the following hourly rates:

Promotional Title	Billing Title	Billing Code	Billing Rate
Senior Staff Hydrogeologist	Professional IV	P4	146.00
Project Architect	Professional IV	P4	146.00
Project Community Planner	Professional II	P2	120.00
Project Engineer	Professional IV	P4	146.00
Project Environmental Scientist	Professional III	P3	134.00
Project Landscape Architect	Professional III	P3	134.00
Staff Asset Management Specialist	Manager I	P7	195.00
Staff Engineer	Professional IV	P4	146.00
Staff Environmental Scientist	Professional II	P2	120.00
Staff Hydrogeologist	Professional II	P2	120.00
Staff Industrial Hygienist	Professional II	P2	120.00
Staff Intern Architect	Professional III	P3	134.00
Engineer II	Professional III	P3	134.00
Environmental Scientist II	Professional I	P1	104.00
Intern Architect II	Professional II	P2	120.00
Assistant Landscape Architect I	Professional II	P2	120.00
Community Planner I	Professional I	P1	104.00
Engineer I	Professional II	P2	120.00
Environmental Scientist I	Technician II	T2	95.00
Hydrogeologist I	Technician II	T2	95.00
Industrial Hygienist I	Technician I	T1	83.00
Engineering Designer II	Technician VI	T6	152.00
Architect Designer I	Technician II	T2	95.00
Engineering Designer I	Technician IV	T4	124.00
Senior Engineering Technician	Technician V	T5	136.00
Senior Environmental Technician	Technician I	T1	83.00
Engineering Technician	Technician III	T3	111.00
Resident Engineer	Construction IV	C4	140.00
Senior Inspector	Construction III	C3	128.00
Inspector	Construction II	C2	120.00
Senior Project Accountant	Technical Assistant II	TA2	95.00

Barton & Loguidice

Billing Rates for Calendar Year 2024

Travel by passenger vehicle	IRS standard mileage rate (exclusive of operator time)
Overnight travel & subsistence	At cost
Telephone, postage, delivery, etc.	At cost
In-house printing	Unit rate schedule for printed material
Field equipment & expendables	Unit rate schedule
Unmanned Aircraft Systems (UAS) equipment	\$300/day (exclusive of operator time)
Outside services including lab services & printing	Cost plus 15%

Individual staff at the following hourly rates:

Promotional Title	Billing Title	Billing Code	Billing Rate
Project Accountant	Technical Assistant I	TA1	80.00
Senior Marketing Specialist	Technical Assistant II	TA2	95.00
Senior Communications Specialist	Technician III	T3	111.00
UAS Operator	Technician III	T3	111.00
Marketing Specialist	Technical Assistant I	TA1	80.00
Communications Specialist	Technician III	T3	111.00
Engineering Aide	Technical Assistant III	TA3	112.00
Office Administrator	Technical Assistant I	TA1	80.00
Senior Group Technical Assistant	Technical Assistant II	TA2	95.00
Office Assistant	Technical Assistant I	TA1	80.00
Group Technical Assistant	Technical Assistant I	TA1	80.00
Intern - Technical	Technician I	T1	83.00

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 10, 2024.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

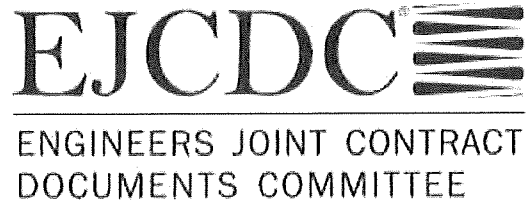
- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 10, 2024.



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

Owner

And To:

Contractor

From:

Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated September 27, 2023, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 10, 2024.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

- | | |
|---|-----------|
| 1) Bodily injury, each accident: | \$100,000 |
| 2) Bodily injury by disease, each employee: | \$100,000 |
| 3) Bodily injury/disease, aggregate: | \$500,000 |

c. General Liability --

- | | |
|---|-------------|
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |
| 2) General Aggregate: | \$2,000,000 |

d. Excess or Umbrella Liability --

- | | |
|-----------------------|-------------|
| 1) Per Occurrence: | \$1,000,000 |
| 2) General Aggregate: | \$1,000,000 |

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000

f. Professional Liability --

- | | |
|---------------------|-------------|
| 1) Each Claim Made | \$3,000,000 |
| 2) Annual Aggregate | \$3,000,000 |

g. Other (specify):

2. By Owner:

a. Workers' Compensation: Statutory

Exhibit G – Insurance.

b. Employer's Liability --

- | | |
|--|-----------|
| 1) Bodily injury, Each Accident | Unlimited |
| 2) Bodily injury by Disease, Each Employee | Unlimited |
| 3) Bodily injury/Disease, Aggregate | Unlimited |

c. General Liability --

- | | |
|---|-------------|
| 1) General Aggregate: | \$2,000,000 |
| 2) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |

d. Excess Umbrella Liability

- | | |
|-----------------------|-------------|
| 1) Per Occurrence: | \$2,000,000 |
| 2) General Aggregate: | \$4,000,000 |

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000

f. Other (specify):

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

- a. Barton & Loguidice, D.P.C.
Engineer
- b. _____
Engineer's Consultant
- c. _____
Engineer's Consultant
- d. _____
[other]

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

Exhibit G – Insurance.

This is **EXHIBIT H**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 10, 2024.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

- A. ***Mediation:*** Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a **mutually acceptable mediator**. Owner and Engineer agree to participate in the mediation process in good faith and to **share the cost of the mediation equally**. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.
- B. **If a dispute involves a claim by Engineer for payment of fees and the parties fail to resolve the dispute through negotiation then Engineer may seek to have its claim for fees resolved by a court of competent jurisdiction in Schenectady County without first participating in mediation.**

This is **EXHIBIT I**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 10, 2024.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. ~~If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$[]~~.
2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project,

- B. *Indemnification by Owner:*** To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use

resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 10, 2024.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- _____ Additional Services to be performed by Engineer
- _____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- _____ Modifications of payment to Engineer
- _____ Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this, or previous Amendments remain in effect.

OWNER: Town of Rotterdam

ENGINEER: Barton & Loguidice, D.P.C.

By: _____
Print _____
name: _____

Title: _____

Date Signed: _____

By: _____
Print _____
name: _____

Title: _____

Date Signed: _____

This is **EXHIBIT M**, NYSEFC Mandatory State Revolving Fund Equivalency Project Terms and Conditions for Equivalency Projects Funded with NYS Clean Water State Revolving Fund or Drinking Water State Revolving Fund, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 10, 2024.



Environmental Facilities Corporation

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President and CEO

Mandatory State Revolving Fund Equivalency Project Terms and Conditions

For Equivalency Projects Funded with NYS Clean Water State
Revolving Fund or Drinking Water State Revolving Fund

Identify Contract Type prior to Advertisement for Bid:

☐ **Construction**

☐ **Treatment Works and Drinking Water Projects**

☐ **Non-Treatment Works**

☒ **Non-Construction**

Effective October 1, 2023

New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
P: (518) 402-6924
www.efc.ny.gov

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INTRODUCTION

The terms and conditions below must be incorporated verbatim into contracts receiving SRF financial assistance. Additional information relating to each of the requirements is included in the companion guidance document.

REQUIRED CONTRACT LANGUAGE

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

Broker means a firm that does not itself perform, manage or supervise the work of its contract or subcontract in a manner consistent with the normal business practices for contractors or subcontractors in its line of business.

Construction means the process by which a contractor or subcontractor builds, alters, repairs, remodels, improves or demolishes infrastructure.

Contract means an agreement between a Recipient and a Contractor.

Contractor means all bidders, prime contractors, non-construction service providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

Equivalency means projects in the amount equal to the funds "directly made available" by an Environmental Protection Agency (EPA) Capitalization Grant and funding for those projects is considered federal funds, or federal financial assistance. The Equivalency designation is indicated in the Intended Use Plan.

Manufactured products means articles, materials, or supplies that have been processed into a specific form and shape or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. If an item is classified under Build America, Buy America as an iron or steel product, a construction material, or a section 70917(c) material under 2 CFR § 184.4(e), then it is not a manufactured product.

Manufacturer means a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

MBO is designated and employed by the Recipient as a Minority Business or Compliance Officer responsible for MWBE/DBE/SDVOB/EEO reporting and compliance.

Non-Construction Provider means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

Recipient means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part. Responsible through Project Finance Agreement (PFA) to comply with EFC requirements.

State means the State of New York.

Subcontract means an agreement between a Contractor and a Subcontractor.

Subcontractor means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

Supplier means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

Treatment Works is defined in Clean Water Act (CWA) Section 212, this does not include nonpoint source projects as defined in CWA Section 319 and estuary management program projects as defined in CWA Section 320.

SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS

Any Architectural and Engineering (A/E) services for all Clean Water State Revolving Fund (CWSRF) projects and for Drinking Water State Revolving Fund (DWSRF) projects receiving federal grant are required to be procured in compliance with 40 USC 1101 et. seq., and 48 CFR Part 36 Subpart 36.6. The Recipient must certify compliance to receive financing. Disregard this section if it does not apply to this Contract.

SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR FEDERAL DISADVANTAGED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS

The Equal Employment Opportunities requirements of this section apply to all Contracts and Subcontracts, with the exception of: (1) the requirements under Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A which apply only to construction Contracts and Subcontracts; and (2) the Federal Affirmative Action Regulations requirements which apply only to construction Contracts and Subcontracts greater than \$10,000.

The Disadvantaged Business Enterprises ("DBE") requirements of this section apply to construction, equipment, services, and/or supplies Contracts.

I. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. 40 CFR Part 33 ("Federal DBE Regulations") for contracts under EPA financial assistance agreements, as those terms are defined therein.
2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.
3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
4. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction contracts in excess of \$10,000, as those terms are defined therein.
5. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.

6. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.
 7. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.
- B. Upon request from the Recipient and/or EFC, Contractor will provide complete responses to inquiries and all DBE and EEO records available within a reasonable time or as otherwise determined by EFC.
 - C. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions or enforcement proceedings as allowed by the Contract.
 - D. If any terms or provisions herein conflict with Federal DBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.
 - E. The Contractor and Subcontractor shall not discriminate on the basis of race, color, national origin, age, disability, or sex in the performance of this Contract. The Contractor and Subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor and Subcontractor to carry out these requirements is a material breach of this Contract which may result in the termination of this Contract or other legally available remedies.

II. Equal Employment Opportunities (EEO)

- A. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.
- B. For federally assisted construction Contracts, the Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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.
- C. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, Section 504, Age Discrimination Act, Section 13, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- D. Pursuant to 41 CFR § 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at

<https://www.eeoc.gov/employers/eeo-1-survey/eeo-1-instruction-booklet>, if Contractor or Subcontractor:

1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
 2. Has 50 or more employees;
 3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
 4. Has a Contract, Subcontract, or purchase order amounting to \$50,000 or more.
- E. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. See guidance document for sample notice.
- F. For federal or federally assisted construction contracts in excess of \$10,000, the Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. See guidance document for goals.
- G. The Contractor will include the provisions of Subdivisions II(A) and II(B) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

III. Good Faith Efforts and Fair Share Objectives for DBEs

- A. Fair Share Objectives for this Contract are 20%
- B. Good Faith Efforts

Pursuant to 40 CFR § 33.301, the Contractor must demonstrate and document “good faith efforts” to provide meaningful participation by DBEs as Subcontractors or Suppliers in the performance of the Contract.

1. For purposes of demonstrating good faith efforts and achieving the fair share objectives established herein, the Contractor should seek out the participation of the following certified entities:
 - a. DBEs certified by the Small Business Administration (SBA), directory available at: https://web.sba.gov/pro-net/search/dsp_dsbs.cfm
 - b. DBEs certified by state DOTs on behalf of the United States Department of Transportation (USDOT), directories by state available at <https://www.transportation.gov/DBE%20State%20Websites>, including:
 - c. DBEs certified in New York State: <https://nysucp.newnycontracts.com/>
 - i. DBEs certified in New Jersey: <https://njucp.dbesystem.com/>
 - ii. DBEs certified in Connecticut: https://biznet.ct.gov/DOT_DBE/dbesearch.aspx
2. Participation of Brokers and Truckers/Haulers
 - a. Contractors cannot count the participation of a DBE who acts as a Broker or passive conduit of funds without performing, managing, or supervising the work of its contract or subcontract in a manner consistent with normal business practices. If 50% or more of the total dollar amount of a DBE's prime contract or subcontract is subcontracted to a non-DBE, the DBE prime contractor or subcontractor will be presumed to be a Broker.
 - b. Contractors may count the participation of a DBE trucker/hauler only if the trucker/hauler is performing a “commercially useful function,” according to the following factors:

- i. The DBE must be responsible for the management and supervision of the entire trucking/hauling operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE objectives.
- ii. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

C. DBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a completed copy of the EFC DBE Utilization Plan with all required bid forms to the MBO no later than the execution date of this Contract.
2. The Contractor agrees to use such DBE Utilization Plan for the performance of DBEs on the Contract.
3. The Contractor further agrees that a failure to submit and/or use such DBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. The Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the MBO. The Contractor shall indicate the changes to the Recipient in the Quarterly Report immediately following the change. See Section III(E), *Quarterly Report*. At EFC's discretion, an updated DBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a change order is executed the change order and supporting documentation should be submitted to the MBO and a revised Utilization Plan may be required at EFC's discretion.
5. The Contractor shall submit copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the DBE Utilization Plan to the MBO within 30 days of their execution.

D. Submission of Good Faith Effort Documentation

1. If the Contractor, after making good faith efforts, is unable to meet the DBE fair share objectives, the Contractor must submit documentation showing good faith efforts made by the Contractor to meet the fair share objectives. Such documentation should be submitted to the MBO in accordance with the instructions on the DBE Utilization Plan.
2. If the MBO, upon review of the DBE Utilization Plan and updated Quarterly Reports determines that the Contractor is failing or refusing to comply with the good faith effort requirements or that the good faith efforts are not in the requested format, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within a reasonable time and provide documentation showing good faith efforts as requested.

E. Quarterly Report

1. The Contractor agrees to submit a Quarterly Report to the MBO by the fifteenth business day following the end of each calendar quarter over the term of this Contract documenting the payments made and the progress towards achievement of the DBE fair share objectives of the Contract. The Quarterly Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Quarterly Report must reflect all Utilization Plan revisions, final adjusted payments to subcontractors, and all change orders and be marked as "final".

2. The Contractor agrees to submit any other information as may be requested by the MBO or EFC during the term of the Contract as needed to assist EFC for completion of federal reporting to EPA.

F. Other Requirements

1. All contracts shall comply with the contract administration requirements outlined at 40 CFR 33.302.
2. Contractor and Subcontractors shall assist EFC and the Recipient as necessary with complying with the recordkeeping and reporting requirements outlined at 40 CFR Part 33 Subpart E.

SECTION 3 BUILD AMERICA, BUY AMERICA (BABA) ACT AND AMERICAN IRON AND STEEL (AIS) REQUIREMENTS

Applicable to all contracts for DWSRF or CWSRF Treatment Works projects.

I. BABA Requirements

The requirements of this subsection shall not apply to CWSRF or DWSRF Contracts or Subcontracts which have been notified by EFC they are waived pursuant to the Build America, Buy America Act, Pub .L. No. 117-58, section 70914, and 2 CFR Part 184, including, but not limited to, the Adjustment Period Waiver for CWSRF and DWSRF projects that initiated project design planning prior to May 14, 2022. Disregard this subsection if the Contract or Subcontract is eligible for such a waiver, however, note that Subsection II below on AIS Requirements still applies.

If such Contracts or Subcontracts are not eligible for such a waiver, then the DWSRF or CWSRF Contract or Subcontract shall be subject to the Build America, Buy America Act, and the regulations promulgated thereafter (Pub. L. No. 117-58, §§ 70901-70953, and 2 CFR Part 184), which requires, among other things, that no SRF funds "may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States."

The Contractor shall submit with their bid or proposal documents an executed BABA Contractor's Certification on the form attached hereto as Attachment 2 acknowledging to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron, steel, manufactured products, and construction materials used in the project be produced in the United States ("BABA Requirement") including iron, steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

- (a) the Contractor has reviewed and understands the BABA Requirement,
- (b) all of the iron, steel, manufactured products, and construction materials covered by the BABA Requirement incorporated in the project will be and/or have been produced in the United States in a manner that complies with the BABA Requirement, unless a waiver of the requirement is approved, and
- (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the BABA Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by

the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

II. AIS Requirements

The requirements of this section apply to (1) all contracts for which Part 1 of this section does not apply, (2) all Construction Contracts and Subcontracts for DWSRF projects and CWSRF Treatment Works projects and (3) all contracts for the purchase of iron and steel products for a DWSRF project or CWSRF Treatment Works project. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor shall submit with their bid or proposal documents an executed AIS Contractors Certification on the form attached hereto as Attachment 3 acknowledging to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

- (a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
- (b) all of the iron and steel products covered by the American Iron and Steel Requirement incorporated in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
- (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

SECTION 4 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

The requirements of this section apply to all Construction Contracts and Subcontracts greater than \$2,000 for either DWSRF projects or CWSRF Treatment Works projects. Disregard this section if it does not apply to this Contract or Subcontract.

For Contracts in Excess of \$2,000:

1. Minimum Wages

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis-Bacon poster (WH-1321) can be found at <https://www.dol.gov/whd/regs/compliance/posters/davis.htm>. Wage determinations may be obtained from the US Department of Labor's website, <https://sam.gov/content/wage-determinations>.

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
 2. The classification is utilized in the area by the construction industry; and,
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of

receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

2. Withholding. The Recipient shall upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information

required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/forms> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient, for transmission to EFC, EPA if requested by EPA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5(a)(3)(i), and that such information is correct and complete;
2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Recipient, EFC, or EPA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90

days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate

instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.

7. **Contract Termination: Debarment.** A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.
8. **Compliance with Davis–Bacon and Related Act requirements.** All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.
9. **Disputes Concerning Labor Standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility.**
 - (i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

For Contracts in Excess of \$100,000:

1. **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION 5 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

In addition, the Contractor and any Subcontractors have not been debarred from or deemed ineligible for Government contracts or federally assisted Construction contracts pursuant to Executive Order 12549.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

SECTION 6 RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than \$100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor bidding or proposing a Contract or Subcontract in excess of \$100,000 shall submit with their bid or proposal documents an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 4, consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

SECTION 7 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The requirements of this section apply to all Contracts and Subcontracts.

This prohibition is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs (Recipients), are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). EPA funds may not be used to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - (1) Procure or obtain, extend or renew a contract to procure or obtain;
 - (2) Enter into a contract (or extend or renew a contract) to procure; or
 - (3) Obtain the equipment, services, or systems.

Contractors and Subcontractors shall not procure or install prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, that are recorded in the System for Award Management exclusion list located at <https://sam.gov/SAM/>.

SECTION 8 CONSTRUCTION SIGNS

The requirements of this section apply to all EFC projects. Specific federal Bipartisan Infrastructure Law (BIL) signage is required for projects receiving financing from BIL.

If Contractor is expected to provide and install an EFC or BIL Construction Sign, a specification will be included in the enclosed contract documents.

ATTACHMENTS (Required Forms)

Attachment 1 – EFC DBE Utilization Plan



Environmental Facilities Corporation

NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2 and 3. **Submit the completed, signed (electronic signature box checked and dated) form to the Recipient's Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be obtained from EFC.

If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified DBE, please contact EFC for assistance.

DBEs on this form may include disadvantaged firms certified by the New York State Unified Certification Program (NYSUCP), and disadvantaged firms certified by the Small Business Administration. In addition, the participation of DBEs will be credited according to the following requirements:

- Contractors cannot count the participation of a DBE who acts as a broker or passive conduit of funds without performing, managing, or supervising the work of its contract or subcontract in a manner consistent with normal business practices. If 50% or more of the total dollar amount of a DBE's prime contract or subcontract is subcontracted to a non-DBE, the DBE prime contractor or subcontractor will be presumed to be a broker.
- Contractors may count the participation of a DBE trucker/hauler only if the trucker/hauler is performing a "commercially useful function," according to the following factors:
 - The DBE must be responsible for the management and supervision of the entire trucking/hauling operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE objectives.
 - The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

See the Mandatory Equivalency Terms and Conditions or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. Email the completed, signed (electronic signature box checked and dated) form to your EFC Program Compliance Specialist.

The subject heading of the email to the EFC Program Compliance Specialist should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and email the MBO an acceptance or denial.

If the Utilization Plan will not meet or exceed the DBE fair share objective, then the good faith effort documentation noted in Section 4 must be submitted with this form.

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 1: MUNICIPAL INFORMATION			
Recipient/Municipality:		County:	
Project No.:	Contract ID:	Registration No. (NYC only):	
Minority Business Officer:	Email:	Phone #:	
Address of MBO:			
Electronic Signature of MBO: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			Date:

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION				
Firm Name:			Contract Type: ☐ Construction ☐ Other Services	
Is the Prime Firm certified as a DBE? ☐ Yes ☐ No If yes, please include Prime information in Section 3.				
Address:		Phone #:	Fed. Employer ID #:	
Description of Work:			Email:	
Award Date:	Start Date:	Completion Date:	DBE Fair Share Objective	PROPOSED DBE Participation
Total Contract Amount: \$ DBE Eligible Contract Amount: \$ (DBE Fair Share Objectives are applied to this amount and includes all change orders, amendments, & specialty waivers)			Total: 20% \$	Total: % \$
If fair share objectives are not met, documentation must be attached: ☐ No Participation ☐ Short of the DBE Fair Share Objective				
☐ Specialty Equipment/Services: must be of SIGNIFICANT cost – attach list of cost and type of equipment and good faith effort documentation				

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 3: DBE SUBCONTRACTOR INFORMATION

This Submittal is:	☐ The First/Original Utilization Plan ☐ Revised Utilization Plan #: 		
DBE Subcontractor Information		Contract Amount	For EFC Use:
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____			

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 3: DBE SUBCONTRACTOR INFORMATION continued

Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	Start Date: Completion Date:		

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 4: GOOD FAITH EFFORT DOCUMENTATION

Utilization Plans that do not meet the Fair Share Objective must be accompanied by the documentation requested in numbers 1 – 7, as listed below. Specialty Equipment Exclusion requests must be accompanied by the documentation requested in number 8 – 12, as listed below. Specialty Services Exclusion requests must be accompanied by the documentation requested in number 13, as listed below. Please contact the MBO and/or EFC for assistance or to request sample documentation.

Provide the following:

1. A letter of explanation detailing the scope of work, DBE search results, and results of good faith efforts that were made.
2. A scope of work that shows what subcontracting opportunities are in the contract. This could be an engineering proposal, schedule of values, or other similar documents.
3. Screenshots of search results (using commodity codes) from DBE Directories of all certified DBEs that were solicited for purposes of complying with your DBE fair share objective. Each search should be saved as an individual file.
4. A log of solicitation results, consisting of the list of DBE firms solicited for the contract and the outcome of the solicitations. The log should be broken out into separate areas for each task that is solicited (e.g., trucking, materials, electricians). The log should show that each firm was contacted twice by two different methods (e.g., email and phone); who was spoken to; what was said; and the final outcome of the solicitation.
5. List of the general circulation, trade association, and DBE oriented publications and dates of publication soliciting for certified DBE participation as a subcontractor/supplier and copies of such solicitations.
6. Description of the negotiations between the contractor and certified DBEs for the purposes of complying with the DBE goals of this contract.
7. Any other information deemed relevant to the request.

EFC and the MBO reserve the right to request additional information and/or documentation.

Documentation for Requests for Specialty Equipment Exclusions:

8. A letter of explanation containing information about the equipment, why the equipment is specialty and why no DBE firms could be utilized to provide the equipment.
9. Copies of the appropriate pages of the technical specification related to the equipment showing the choices for manufacturers or other information that limits the choice of vendor.
10. Letter, email, or screenshot of website from the manufacturer listing their distributors in NYS and the locations.
11. Screenshots of DBE Directory searches for the manufacturer and distributor showing that they are not found in the Directory.
12. An invoice or executed purchase order showing the value of the equipment.

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

Documentation for Requests for Specialty Service Exclusions:

13. A letter of explanation containing information about the scope of work and why no DBE firms could be subcontracted to provide that service.

SIGNATURE

Electronic Signature of Contractor: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all DBE subcontractors will participate in subcontracts in accordance with the requirements of 40 CFR Part 33.

Date:

Name (Please Type):

Attachment 2 – BABA Contractor's Certification

*Mandatory SRF Terms and Conditions for Treatment Works and Drinking Water Equivalency Project Funded with
NYS CWSRF or DWSRF*



Environmental Facilities Corporation

BABA CONTRACTOR CERTIFICATION

FOR EQUIVALENCY CONSTRUCTION CONTRACTS PAID FOR WITH FUNDS THROUGH
THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR

THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: (T) Rotterdam Water System Improvements

Contractor's Name:

Contract ID:

SRF Project No.: 19259

SRF Recipient Name: (T) Rotterdam

I certify that all iron and steel, manufactured products and construction materials permanently incorporated into the project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and Pub. L. No. 117-58 and any regulations promulgated thereunder. I will develop and maintain the necessary documentation to demonstrate that the applicable products permanently incorporated into the project were produced in the United States and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature:

Name (print):

Title:

Date:

Attachment 3 – AIS Contractor's Certification

*Mandatory SRF Terms and Conditions for Treatment Works and Drinking Water Equivalency Project Funded with
NYS CWSRF or DWSRF*



Environmental Facilities Corporation

AIS CONTRACTOR CERTIFICATION
FOR CONSTRUCTION CONTRACTS FUNDED THROUGH
THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR
THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: (T) Rotterdam Water System Improvements

Contractor's Name:

Contract ID:

SRF Project No.: 19259

SRF Recipient Name: (T) Rotterdam

I certify that the iron and steel products permanently incorporated into the public water system or wastewater treatment works project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and 33 U.S.C. § 1388, 42 U.S.C. § 300j-12(a)(4) and any regulations promulgated thereunder. I will develop and maintain necessary documentation to demonstrate that the iron and steel products permanently incorporated into the project were produced in the United States, and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature:

Name (print):

Title:

Date:

Attachment 4 – Lobbying Certification



Environmental Facilities Corporation

**New York State Environmental Facilities Corporation
CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR Part 34**

SRF Project No.: 19259

Recipient: (T) Rotterdam

Project Description: (T) Rotterdam Water System Improvements

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 Form to Report Lobbying," 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.

Signature:

Name:

Title:

Company Name:

Date:

Contract ID:

This is **EXHIBIT N**, Scope of Service, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 10, 2024.

**Exhibit N
Town of Rotterdam
Water System Improvements Project**

**Preliminary/Final Design, Permitting, Bidding and Construction Phase
Scope of Services**

Project Understanding

According to the Preliminary Engineering Report entitled "Rotterdam Water System Improvements", dated September 2022, Revision One (1), Alternative Number One (1) was selected by the Town and was defined as High Priority Distribution System Improvements. This alternative includes distribution system improvements and well field improvements for Water District No. 5 that the Town identified as the highest priority replacements and improvements within the water system.

High Priority Distribution System Improvements include:

- Installation of Well No. 6 with a Well House.
- Approximately 9,890 linear feet of 30-inch ductile iron water main replacing the existing 20-inch transmission main from the Rice Road well field along West Campbell Road, Burdeck Street, and North Thompson Street.
- Approximately 5,230 linear feet of 16-inch ductile iron water main replacing the existing 8-inch and 12-inch existing water main on Altamont Avenue.
- Approximately 1,170 linear feet of 12-inch ductile iron water main connecting the existing 10-inch water main on Carman Road to the Whispering Pines area, which has a 360 Linear Foot New York State Thruway Crossing
- Approximately 2,280 linear feet of 12-inch ductile iron water main replacing the existing 8-inch water main on Helderberg Avenue connecting to the existing water main near the intersection with Bayberry Road to the intersection with Curry Road.
- Five (5) 6-inch main line gate valves to replace the existing inoperative mainline valves located on Parklawn Avenue, Robinwood Avenue and Pinelawn Avenue.
- Two (2) 8-inch main line gate valves to replace the existing inoperative mainline valves located on Cedarlawn Avenue.
- Three (3) 20-inch main line gate valves to replace the existing inoperative mainline valves located on Willow Street, Beverly Street, and Curry Road.
- Thirteen (13) 30-inch main line butterfly valves, replacing the existing 24-inch mainline valves.
- Seven (7) 16-inch mainline gate valves, replacing the existing 12-inch mainline gate valves.



1.0 Preliminary Design Phase

Four (4) prime construction contracts are:

Contract No. 1 – Valve & Hydrant Replacements

Contract No. 2G – Well 6 System Addition: General

Contract No. 2E – Well 6 System Addition: Electrical

Contract No. 3 – Water System Improvements – Water Main Replacements

1.1 Preliminary Design Phase services will generally include:

- A. B&L will attend a kickoff meeting with Town Officials and staff to discuss the project, in particular, the scope of work, project schedule, project budget, and define lines of communication. Further, B&L would gather pertinent information from the Town, such as water service information, and Town standards for water system components to progress the project forward.
- B. B&L has prepared and submitted a Drinking Water State Revolving Fund (DWSRF) and NYS Water Infrastructure Improvement WATER (WIIA) application. The Town has indicated they would like to utilize DWSRF Equivalency Incentive Program for financing. B&L will continue to assist the Town with additional co-funding opportunities such as the State and Tribal Assistance Grants (STAG) and WIIA to develop the plan of finance for the project. This will consist of assisting the Town in the completion of State and Federal co-funding applications as well as the submission of all other supporting documentation that is required for the applications and financing. B&L is required to comply with the DWSRF Equivalency Incentive Program requirements, which includes provisions for Equal Employment Opportunity (EEO) and Disadvantage Business Enterprise (DBE) Programs. B&L will gather, complete, and submit forms and documentation required under the program. Included with this agreement is the Mandatory State Revolving Fund Equivalency Project Terms and Conditions for Equivalency Projects Funded with NYS Clean Water State Revolving Fund or Drinking Water State Revolving Fund for Construction and Non-Construction.
- C. B&L will attend progress meetings with the Town at 60% and 95% design completions to review the Contract Documents. B&L will submit Contract Documents to the Town prior to the progress meetings to enable the Town to review and comment. At the 95% progress meeting, B&L will also provide the Town with our engineer's final opinion of probable project cost.
- D. Perform subsurface investigations (soil bores) to assess construction conditions and bedrock profile along the proposed water main corridors
- E. Field edit the aerial photos obtained for survey mapping.



- F. Coordinate with the New York State Office of Parks, Recreation and Historic Preservation (NYSOPRHP).
- G. Assist the Town and Town Attorney with owner negotiations for easements/acquisitions and preparing preliminary site maps for discussions.
- H. Perform wetland delineations and develop a delineation report involving impacts during construction activities within or in the proximity of both State and Federal wetlands.
- I. Assist the Town with the NYSDEC, NYS Thruway Authority, New York Canal Corporation, NYS Environmental Facilities Corporation, NYSDOT, SCDOH, NYSDOH, USAACOE, Schenectady County Department of Engineering and Public Works, and CSX coordination, applications and approvals. Includes coordination with HydroSource for Well 6 Improvements.

1.2 Subsurface Investigations

B&L will retain the services of a qualified soils subcontractor to complete geoprobes/soil borings along the routing of the proposed water mains. Geoprobe/soil boring logs documenting subsurface conditions will be prepared for use in the design and bidding phase of the project. Soil Borings would be made to a depth of 10 feet or auger refusal, whichever is less, at intervals of approximately 1,000 feet. At project sites where directional drilling or boring is expected geotechnical borings will be made to a depth of 25 feet or auger refusal, whichever is less; these project sites will include road, and stream/river and wetlands crossings. Continuous split spoon sampling will be performed. If additional geoprobes or soil borings are needed B&L can provide the additional services under separate authorization by the Town Board.

Fee Allowance: As a subcontracted service, a subcontractor allowance of \$81,500 has been included for the soil borings. We anticipate utilizing a DBE certified firm to meet DWSRF DBE utilization goals.

1.3 Corridor Survey and Base Mapping

B&L will contract with our subconsultant to complete topographic land surveys and research easements. While the proposed water mains and valve replacements are generally known, B&L believes it is prudent to include these services for this project. It is anticipated that additional permanent or temporary easements will only be required at three of the project locations; the backlot across Schenectady WTP to I-890, the backlot from I-890 under the electric transmission lines and across the Great Flats Nature Trail area to Putnam Road at West Campbell Road, and the Carman Road project area: Thruway to the vacant land north of Rosedale Way, future Whispering Pines Development. B&L anticipates a cost of \$5,750 for title and easement services provided by our licensed land surveyor. It is B&L's understanding that the Town would like to place the new water mains and valves in the public ROW or within existing easements. If additional easements are warranted, then those fees will be negotiated prior to service.



Fee Allowance: As a subcontracted service, a subconsultant allowance of \$131,000 has been included for topographic survey and easements. We intend to utilize a DBE certified firm to meet DWSRF DBE utilization goals.

1.4 Pipeline Alignment and Site Visits

B&L staff will conduct site visits to the Project area as follows:

- Base Map Field Edit – Conduct a field edit of survey base mapping along the proposed water main alignments in consideration of existing utilities, structures, wetlands, constructability, etc.; a total of six (6) site visits are anticipated for the following:
 1. 30-inch main replacement on Rice Road down to North Thompson Road,
 2. 16-inch main replacement on Altamont Avenue,
 3. 12-inch main replacement on Helderberg Avenue,
 4. 12-inch main replacement on Carman Avenue,
 5. Well 6 site, and
 6. Various valve replacements throughout the Town.

1.5 Wetland Delineations and Species Habitat Assessment

The proposed water system improvements for this alternative are not located within 100 feet of any NYSDEC-mapped wetlands. The distribution improvements intersect two (2) NYSDEC-mapped streams including a tributary to Normans Kill, and a tributary to the Mohawk River. These streams are also mapped by the United States Fish and Wildlife Service National Wetlands Inventory (USFWS NWI). A wetland delineation will be completed to identify the boundaries of wetlands and surface waters within the project area.

1.6 Cultural Resources Survey (CRS)

Archeological Investigations – At this time it is known that the New York State Office of Parks, Recreation, and Historic Preservation (OPRHP) will require review of contract documents to determine if an Archeological Survey Phase 1A study will be required for the project. A Phase 1A study is included in this proposal if a Phase 1A study is deemed necessary, however a Phase 1B study is not included in this proposal. Should OPRHP require a Phase 1B Archeological Survey, B&L can provide the additional services under separate authorization by the Town Board.

Fee Allowance: As a subcontracted service, a subcontractor allowance of \$11,000 has been included for the Phase 1A CRS. If a Phase 1A study is warranted, Barton & Loguidice anticipates utilizing a DBE certified firm to meet DWSRF DBE utilization goals.

2.0 Final Design Phase

- 2.1 B&L will prepare final Contract Documents that will include Contract Drawings, technical specifications, and contractual/administrative requirements. The specifications will include requirements for Drinking Water State Revolving Fund (DWSRF) through the New York State Environmental Facilities Corporation (EFC), Disadvantage Business Enterprises and Equal



Employment Opportunity criteria, and applicable New York State wage rates. Designs will be prepared to meet NYSDOH design standards as defined in *Recommended Standards for Water Works, by Great Lakes Upper Mississippi River Board of State Public Health & Environmental Managers* (i.e., “10 States Standards”), excepting variations approved by NYSDOH.

Three (3) sets of Contract Documents for letting four (4) prime contracts are proposed as delineated above. The project will be bid and constructed in accordance with General Municipal Law.

Contract Specifications: General conditions, bid pages, wage rates, additional instructions, funding requirements, and technical specifications needed for competitive bidding.

Technical Specifications will be prepared using B&L’s modified EJCDC (Engineers Joint Contract Documents Committee) standard format. Technical Specifications will identify the quality standard for materials to be incorporated into the work and will outline critical material handling and installation requirements for the project.

Project Design Plans, Specifications and Contract Documents will be prepared in accordance with current local, State and Federal codes, standards and regulations. Contract Documents will be prepared for the prime contract as required under New York State laws as outlined above. B&L will progress the design of Contracts to the following milestones, at which time B&L will provide a set of progress plans and conduct a design review meeting with the Town Board for the appropriate stage of completion. The following items will be completed by each milestone:

Design Meetings:

- a. 50% Design Completion:
 - Contract Drawings developed to 50% completion
 - Base mapping, field edits, elevation surveys completed
 - Water main alignments developed
 - Easement discussions based on preliminary layout
 - Subsurface Investigations completed
 - Wetlands delineation/species habitat reports completed
 - Draft Technical Specifications prepared
 - Basis of Design report completed
 - 50% Engineer’s opinion of probable construction cost
- b. 95% Design Completion:
 - Final technical specifications completed
 - Bidding and Contract Documents completed
 - Final Basis of Design Report completed
 - Contract Drawings completed, signed/stamped and ready for regulatory review/approval prior to bidding (with Owner’s comments addressed)
 - Permit applications (Joint NYSDEC/USACOE, DOT, DOH, EFC) submitted
 - 95% engineer’s opinion of probable construction cost



B&L will respond to comments generated during Town review as appropriate and prepare final (100%) documents for regulatory review (NYSDEC, NYSDOH, SCDOH, NYSDOT and NYSEFC). B&L will address regulatory agency comments as appropriate in the final documents prior to bidding (as applicable).

B&L will attend up to two (2) design progress meetings with the Project Committee, generally at the 50% and 95% project completion milestones. One of these meetings may serve as a Workshop session with regulatory and funding agencies to review the Project Basis of Design and answer any questions each may have.

2.2 Permit Applications and Approvals

B&L will prepare applications and submit plans and specifications to appropriate regulatory and/or funding agencies to secure permits and approvals for project bidding and construction. Any fees associated with permits and permit applications are to be paid directly by the Town and/or Contractor and are therefore not included in this Agreement. The following agency submissions are anticipated, including necessary supplemental information:

- NYSDOT Highway Work Permit
- New York State Thruway Authority
- NYS Department of Health/NYS Environmental Facilities Corp. Plan Approval
- Schenectady County Department of Health
- Schenectady County Department of Engineering & Public Works Highway Work Permit
- NYSDOC/USACOE Joint Application for Permit
- NYSDOC Water Supply Application
- New York Canal Corporation approvals
- CSX Railroad Occupancy Permit
- Stormwater Pollution Prevention Plan (SWPPP) and Construction Stormwater SPDES Permit Application

2.3 Easement Maps and Descriptions

It is anticipated that, wherever possible, water mains will be located within public rights-of-way. However, it will be necessary for the Town to obtain temporary construction and/or permanent easements in order to facilitate highway crossings, as well as along portions of the water main alignment where the physical constraints or wetland avoidance strategies dictate that the water main be installed close to or outside the highway right-of-way. The type of easements/land acquisitions are anticipated for the Project including, but not limited to:

1. Type 1 - "Strip Easements" for water mains to be constructed parallel to the highway right-of-way boundary where private property may be needed for either temporary construction activities and/or permanent maintenance operations; **the total number of easements is unknown at this time and will be established at the 50% Design Submittal.** We have assumed 5 easements in our cost for this project. B&L's licensed surveyor subconsultant will

provide a map and easement descriptions for each individual property where an easement is required which will indicate easement dimensions. **It is assumed that easement acquisition will be the responsibility of the Town and Town Attorney.**

2.4 Stormwater Pollution Prevention Plan (SWPPP) and SPDES Construction Permit Application

Due to the anticipated area of construction disturbance (collectively greater than 1-acre), the project will be subject to the New York State Department of Environmental Conservation (NYSDEC) SPDES General Permit of Stormwater Discharges from Construction Activities. Given the total area of disturbance, a Stormwater Pollution Prevention Plan (SWPPP) will be required to be developed, and a Notice of Intent (NOI) will be required to be submitted to the NYSDEC.

The SWPPP will be developed in accordance with the guidelines set forth in the SPDES General Permit for Stormwater Discharges from Construction Activity - GP-0-20-001, or latest revision. This permit was issued in January 2020 and was effective on January 29, 2020. SPDES General Permit will include:

- Work Site Descriptions including construction sequencing, limits of clearing and grading, an estimate of post development runoff coefficient, and a site map including drainage patterns and site characteristics. Description of Erosion and Sediment Controls including temporary measures installed during construction along with permanent control measures. Also included will be a description of stabilization practices and a site-specific vegetation plan. The erosion and sediment control component will be prepared in accordance with the SPDES General Permit.
- Design of stormwater management controls to ensure that the post-development runoff from the site will not exceed the pre-development runoff from the site. This section of the plan will include design criteria for detention basins and other stormwater control devices.
- Description of stormwater management controls to address water quality volume control from the site following development.
- Maintenance and Inspection Plans will also be included for all erosion and sediment control devices and stormwater management facilities.
- Certification statements will also be included for Non-Stormwater Discharges.

B&L will develop three (3) copies of the SWPPP for the project, one (1) of which will be required to be maintained at the construction site(s). B&L will also aid in the preparation of the NOI and the Notice of Termination (NOT) for the project. The Town will be required to sign these documents prior to submittal to the NYSDEC.

The SWPPP will be required to be completed prior to submittal of the Notice of Intent (NOI) for the SPDES General Permit. The NOI must be submitted at least five (5) days prior to the initial disturbance of the soil associated with the construction activity. The NOI will be submitted to



the NYSDEC – Notice of Intent, Bureau of Water Permits, 625 Broadway, Albany, New York 12233. The SWPPP must be retained at the construction site. A NOT will also be required to be submitted to the NYSDEC following the completion of construction and site stabilization.

2.5 Final Documents and Engineer's Estimate of Probable Construction Cost

- 100% Contract Drawings and Specifications: Regulatory/funding agency and Board comments developed from the 95% submission would be addressed in final 100% signed/stamped Contract Documents. It is assumed that one (1) revision to the 95% contract documents would be necessary.
- Engineer's Estimate of Probable Construction Cost: An engineer's estimate of probable construction cost will be prepared at the 50-, 95-, and 100-percent design submittal stages to advise the Board of any anticipated construction cost changes and total.

2.6 Final Basis of Design Report

B&L will prepare a Final Basis of Design Report for the planned water system improvements to be submitted to regulatory and funding agencies with Contract Drawings and Specifications. The Final Basis of Design Report will identify and further refine the specific engineering criteria for the project design and will also satisfy the requirements of New York State Department of Health and NYSEFC for a design development report. Design will meet NYSDOH design standards as defined in "Recommended Standards for Water Works, by Great Lakes Upper Mississippi River Board of State Public Health & Environmental Managers" (i.e., "10 States Standards"), excepting variations approved by NYSDOH.

In preparing the Final Basis of Design Report, B&L will review the project objectives with the Town Board and incorporate criteria as appropriate. This will include issues such as provisions for operational flexibility, equipment and materials preferences, hydraulic calculations, etc.

2.7 Bidding Phase

Upon approval of the final Contract Documents, B&L will assist the Town in bidding four (4) contracts. Bid assistance will include preparation of advertisement for bids for publication by the Town in its official newspaper, notifying potential bidders of advertisement publication, assisting with contract document distribution, addressing contractor questions during the bid phase and preparing responses as appropriate, preparing addenda as required and issuing the same to contractors, and attendance at bid opening.

Upon receipt of the bids by the Town, B&L will tabulate the bids, review the qualifications of the apparent low bidders and prepare a recommendation of award to the Town. Review and evaluation of the bid will include consideration of bidder qualifications, references, service support, etc., in addition to the unit bid prices received. B&L will assist the Town and Project Attorney with coordination and review of bond and insurance submittals, and with Contract execution.



A Notice of Award will be issued to each contractor following Town Board resolution to award. B&L will prepare three (3) conformed copies to the successful bidder.

For the purposes of bidding, three copies of the Contract Documents and Specifications will be reproduced by B&L (subcontracted service). Digital copies of the Contract Documents will also be made available during bidding.

3.0 Construction Phase

B&L will provide the following services during the Construction Phase:

3.1 Construction Administration

Based on the proposed methods/schedule for constructing improvements, B&L will provide Construction Administration services as follows for each contract:

- Schedule and preside over one (1) preconstruction conference with one (1) prime contractor, Town and regulatory agencies. B&L will prepare agenda, issue meeting notes and distribute both to the attendees.
- Review shop drawings and submittals for the materials and equipment to be incorporated into the project for conformance with the Contract Documents.
- Chair bi-weekly project progress meetings with the Contractors' and Owner's representatives at the work site to review schedule updates, construction progress and advise the Town regarding construction/coordination related issues. B&L will prepare an agenda and issue meeting notes for each meeting and distribute to the attendees. Based on an estimated total construction period of twenty (20) months, a total of twenty (20) project progress meetings have been estimated.
- Review Contractor's payment applications and submit same to the Town for processing and submittal to NYSEFC for release of funds. For fee estimating purposes, a total of twenty (20) payment applications have been estimated.
- B&L will conduct a final project review and prepare a certificate of completion as required for NYSDOH and NYSEFC approvals.
- Following construction of each project component, B&L will conduct a final, on-site project review, issue a Notice of Substantial Completion, provide construction certification to the approval agencies (i.e., NYSDOH and NYSEFC) for work completed in accordance with the approved plans and specifications, and provide completed construction drawings (i.e., two (2) sets of the contract drawings) for the new facilities showing any significant changes made from the original design during construction.



- Interpret contract requirements at times of dispute and render opinions to the Board for resolution of issues/disputes in accordance with the Contract requirements.
- Meet with the Board to review project progress, resolve coordination issues, review change order requests (Town or contractor initiated) and review contractor payment application. Attendance at an estimated 10 Town Board meetings is included, if required.
- B&L will conduct one (1) inspection for Substantial Completion, issue a Certificate of Substantial Completion and punch list.
- B&L will attend final review of the completed construction and prepare a report on deficiencies, corrective actions required, etc., as determined at said review, verifying punch list items have been satisfactorily addressed, lien waivers have been submitted, and other close-out requirements.
- B&L will prepare "Completed Construction Drawings" based on information compiled by B&L personnel and the Contractor. B&L will incorporate documented changes included in RFIs, change orders, field changes and "as-constructed" sketches/ drawings provided by each contractor. Each contractor will be required to provide B&L with GPS coordinates of alignment and water services for B&L to update the profiles and alignment in the CAD files. Provide five (5) hard copy sets to the Town and one (1) electronic file version (.pdf or similar).
- DBE Monthly Reporting: B&L will continue to utilize available resources to procure and use subconsultant DBE services as described in section 1.0 above in an attempt to meet the goals of the NYSEFC's requirements and procedures for federal Disadvantaged Business Enterprises and Equal Opportunity program. Monthly reports will continue to be generated and submitted to EFC throughout construction. B&L will be responsible for DBE reporting services on behalf of the Town. B&L will conduct an inspection of the respective project sites one (1) year following the date of Substantial Completion during the one (1) year guarantee period and advise the Contractor in writing of outstanding guarantee period items that must be addressed.

List of Assumptions

- Construction Administration services will be provided during 2024 and 2025. Hourly rates have been projected for 2024 and are reflected in the fee proposal.
- Construction Administration services will be provided for the duration of the construction contract period, estimated to be twenty (20) months including contract preparation/ execution, equipment procurement/submittal period, on-site construction period and start-up.



3.2 Construction Observation

On-Site Construction Observation Services

Based on the proposed methods for constructing improvements, B&L will provide Construction Observation services as follows for the 4 contracts:

B&L will provide full-time Construction Observation services of one (1) qualified Senior Inspector during construction of the water main replacements and part time inspection for the well and valves. It is anticipated that the on-site construction period will be twenty (20) months. During the construction period, it is assumed that multiple construction observers will be onsite during varying periods for the entire twenty (20) months. A total of 3,900 hours of on-site observation have been estimated.

We anticipate utilizing a DBE certified firm as needed to supplement B&L staff to meet DWSRF DBE utilization goals.

Note: *The amount of time required for Construction Administration and On-Site Observation is dependent upon the contractor's progress and final scope of the construction project. Based on our experience, we have estimated what we feel is a reasonable time frame for completion of the work and have estimated the time required for construction administration and observation accordingly. If actual construction observation hours exceed the estimated allocation above, or if the on-site construction period extends beyond twenty (20) months at no fault or negligence of B&L, further construction observation and administration would be provided as an Additional Service.*

Recordkeeping

Maintain a project record keeping system which conforms to industry standards and includes, at a minimum, a daily Inspector's Report (IR) and project files as identified below.

Construction Observation Duties

- Observe work to determine substantial conformance with contract documents. Work found to be unacceptable or defective will be rejected or will require corrective action to be taken.
- Maintain a project record.
- Review documents and submissions by contractors pertaining to scheduling, and keep the Town informed of their acceptability.
- Attend and participate in progress meetings and pre-installation meetings and maintain and distribute meeting notes.
- Arrange for, conduct, or witness field, laboratory, or shop tests of construction materials and installations as required by the Contract Documents; monitor the suitability of materials; interpret the Contract Documents; measure, compute, and record the quality of completed work.



- Collect and file, chronologically, certified payrolls for all prime and subcontractors involved in the Project.
- Review and approve contractor progress payment requisitions.
- Routinely record deviations from the contract plans and prepare record drawings.

3.3 Start-Up and Testing

B&L will provide assistance with the start-up of the new water improvements. Assistance will generally consist of the following, but not limited to:

- Oversight during interim operation by the Contractor to show that facilities are properly installed and perform as intended,
- Flushing, pressure testing, disinfection and certification of new mains,
- Testing and start-up report, and
- Punch List(s).

RESOLUTION NO. 204.25

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON AND
LOGUIDICE FOR WD NO. 5 - CURRY ROAD – WATER MAIN
REPLACEMENT/UPGRADE PROJECT**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Barton and Loguidice, located at 10 Airline Drive, Suite 200, Albany, New York 12205, for professional engineering services for the WD No. 5 - Curry Road – Water Main Replacement/Upgrade Project, for task 1 and task 2 only, in an amount not to exceed fourteen thousand six hundred and 00/100 (\$14,600.00) dollars.

SECTION 2. This resolution shall become effective May 28, 2025.

DATED: May 28, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org



LEGISLATIVE REQUEST FORM

DATE: May 23, 2025
TO: Mollie Collins, Supervisor
FROM: C. Jack Dodson, Deputy Supervisor

TITLE OF REQUEST: Authorize the Supervisor to negotiate and execute an agreement with Barton & Loguidice for engineering services for only Task 1 Planning Services and Task 2 – Historic, Archaeological, and Environmental Review for WD No. 5 - Curry Road – Water Main replacement/upgrade project.

TOWN BOARD MEETING: May 28, 2025

Background Information: The existing 20-inch diameter water main on Curry Road between the intersection with Altamont Avenue and Marlette Street has failed several times in the last five years. This water main is 1950's era and continued water main breaks cause reliability, water pressure loss, inability to fill water storage tanks, and road closures. The cost of repairs and restoration of the state highway has exceeded \$1,000,000.

Evaluation/Analysis: Retain Barton & Loguidice to prepare a Map Plan and Report and environmental review so the town can program the replacement and upgrade of this section of the water transmission main that has exceeded its useful life. Subsequent tasks of the Barton & Loguidice agreement can be authorized at a later date as funding is secured to replace/upgrade the transmission main.

Recommendation(s): Authorize the Supervisor to negotiate and execute the engineering agreement with Barton & Loguidice for WD No. 5 – Curry Road – Water Main Replacement/Upgrade Project for an amount not to exceed \$14,600 for Task Nos. 1&2.

Attachment/Document(s): Engineering Agreement.

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): N/A

LEGISLATION WILL BE PREPARED BY: Supervisors Office

**AGREEMENT
BETWEEN
TOWN OF ROTTERDAM
AND
BARTON & LOGUIDICE, D.P.C.
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT ("Agreement") effective as of _____ ("Effective Date") between Town of Rotterdam ("Owner") and Barton & Loguidice, D.P.C. ("Consultant").

Consultant agrees to provide those professional services specifically described in Exhibit A ("Scope of Services") to Owner for the Curry Road Water Main Replacement ("Project"), which is incorporated by reference herein.

Owner and Consultant further agree as follows:

1.01 Basic Agreement

- A. Consultant shall provide, or cause to be provided, the Services set forth in this Agreement, and Owner shall pay Consultant for such Services as set forth in Paragraph 4.01. In the event of any inconsistency between Exhibit A and the terms of this Agreement, the terms of this agreement shall control.
- B. The use of standard business forms, including but not limited to Owner's purchase orders, are solely for the convenience of the parties and none of the provisions thereof shall in any way limit, alter or modify the terms of this Agreement whether or not any such document is signed.

2.01 General Considerations

- A. The standard of care for all professional or related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.
- B. Consultant and its Subconsultants may use and rely upon the information, work product and services provided or performed by others, including, but not limited to, Owner's consultants, contractors, manufacturers, and suppliers.
- C. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.
- D. If, through no fault of Consultant, the orderly and continuous progress of Consultant's services is impaired, its services are delayed or suspended, or the Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

- E. The Owner shall notify the Consultant within (7) day's from when the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies on the Consultant's Instruments of Service.
- F. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.
- G. The Contract Documents for construction contracts prepared as a service under this Agreement are to be the Consultant's template Contract Documents, including but not limited to General Conditions, General Requirements, Information for Bidders and bidding documents, as may be amended by the Owner.
- H. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- I. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- J. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.
- K. Consultant shall be responsible only for those Construction Phase services expressly required of Consultant in Exhibit A, Scope of Services. With the exception of such expressly required services in Exhibit A, Consultant shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services, unless otherwise added to the Scope of Services by supplemental agreement. Owner waives all claims against the Consultant that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Consultant in Exhibit A.
- L. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract

Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

- M. Owner shall bear full responsibility and liability for the generation, existence, or presence of any toxic, hazardous, radioactive, infectious, mutagenic, teratogenic, carcinogenic, explosive, combustible, or other dangerous substances ("hazardous materials") pre-existing at the site. Owner affirms certain additional responsibilities under the Agreement, including without limitation the following:
 - 1. Owner shall grant or cause to be granted a license of right-of-way to Consultant to access all sites necessary for the performance of the Services under this Agreement.
 - 2. Owner shall furnish or cause to be furnished to Consultant all documents and information known to Owner that relate to the identity, location, quantity, nature, or characteristics of any hazardous materials at or near the site(s).
 - 3. Unless otherwise required by law or set forth in this Agreement, Owner shall be responsible for accurately locating and prominently marking all buried, concealed, or submerged pipes, tanks, cables, utilities or other man-made obstructions ("underground facilities") that may affect or be affected by Consultant's services.
- N. Unless otherwise included under this Agreement, the parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.
- O. The services to be provided by Consultant under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Consultant are understood by the parties to this Agreement to be strictly *engineering or other technical* opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.
- P. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.
- Q. Owner and Consultant may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol. If the Scope of Services does not establish protocols for electronic or digital transmittals, then Owner and Consultant shall jointly develop such protocols. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of

software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

3.01 Insurance

- A. Owner and Consultant shall procure and maintain insurance as set forth in Exhibit B, "Insurance". Each party shall cause the other party to be listed as an additional insured on applicable general liability insurance policies.
- B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Consultant's interests in the Project. Owner shall require Contractor to cause Consultant and its Subconsultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- C. Owner and Consultant shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit B, "Insurance". Such certificates shall be furnished prior to commencement of Consultant's services and at renewals thereafter during the life of the Agreement.
- D. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Consultant and to each other additional insured (if any) to which a certificate of insurance has been issued.

4.01 Payment for Services

- A. Payment (Time and Expense). Owner shall pay Consultant as follows: An amount equal to the cumulative time charged to the Project by each class of Consultant's employee's times hourly billing rates then in effect at the time the services are provided for each applicable billing class, plus reimbursable expenses and Consultant's charges for Subconsultants, if any. Unless specifically indicated otherwise in this Agreement, Consultant's charges for subcontracted services shall be invoiced at cost plus fifteen percent. Consultant's current billing rates schedule is included in Exhibit C.
- B. Payment (Lump Sum Basis). Owner shall pay the Consultant a Lump Sum amount of \$255,200. Unless specifically indicated otherwise in this Agreement, Consultant's charges for subcontracted services shall be invoiced at cost plus fifteen percent and shall be in addition to the lump sum payment amount noted herein.

The total compensation (lump sum and time and expense) for services and reimbursable expenses is estimated to be \$340,700. This is anticipated to be broken down as follows:

- \$8,000 for MPR services (Lump Sum)
- \$6,600 for Historic, Archaeological, and Environmental Review Services (Lump Sum)
- \$56,400 for Subcontractor Services (Lump Sum)
- \$114,800 for Preliminary/Final Design and Permitting Services (Lump Sum)
- \$15,500 for Bidding Services (Lump Sum)
- \$53,900 for Construction Administration Services (Lump Sum)
- \$85,500 for Construction Observation Services (Time and Expense)

This amount will not be exceeded without authorization of the Owner.

- C. Preparation of Invoices. Consultant will prepare an invoice in accordance with Consultant's standard invoicing practices and submit the invoice to Owner. Invoices will be prepared on a percentage complete basis.
- D. Payment of Invoices. Invoices are due and payable within thirty (30) days of the date of the invoice. If Owner fails to make a timely payment due Consultant, then Consultant may, without liability, after giving seven (7) days' written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

5.01 Additional Services

- A. If mutually agreed by Owner and Consultant, or if required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances, Consultant shall furnish services in addition to those set forth above and in Exhibit A ("Additional Services").
- B. When reasonably practicable in Consultant's professional judgment, Consultant shall provide Owner a written request for authorization to perform Additional Services and obtain Owner's written authorization before performing said Additional Services. Consultant's written request may be transmitted by electronic mail or regular mail. Consultant's request shall include a description of the Additional Services required and an estimate of the cost thereof. If the Owner fails to authorize the Additional Services within seven (7) days after Consultant's mailing or transmission of Consultant's request, said request will be deemed to have been denied and Consultant shall have no obligation to perform said Additional Services, nor shall Consultant bear any responsibility or liability for any costs, damages or delays resulting from the lack of said Additional Services.
- C. When, in Consultant's professional judgement, Additional Services are required to be provided on a schedule which does not allow time to obtain Owner's written authorization in advance, Consultant shall begin to provide said Additional Services. As soon as reasonably practicable thereafter, Consultant shall provide Owner written notice of its commencement of said Additional Services and its request for authorization to complete the Additional Services. Consultant's written requests may be transmitted by electronic mail or regular mail. If the Owner fails to authorize the Additional Services within (3) days after Consultant's mailing or transmission of Consultant's request, said request will be deemed to have been denied and Consultant shall have no obligation to complete said Additional Services, nor shall Consultant bear any responsibility or liability for any costs, damages or delays resulting from the lack or said Additional Services. Owner shall pay Consultant for the Additional Services performed prior to the effective date of Owner's denial.
- D. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed; plus reimbursable expenses and charges for Consultant's Subconsultants, if any, at cost plus fifteen (15) percent.

6.01 Dispute Resolution

- A. Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first

submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

- B. If a dispute involves a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Consultant may seek to have its claim for fees resolved by a court of competent jurisdiction without first participating in mediation.

7.01 Accrual of Claims

- A. All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

8.01 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the project is located.

9.01 Indemnification and Liability

- A. The Consultant and the Owner mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) but only to the extent caused by their own respective negligent acts, negligent errors or negligent omissions and those of anyone for whom they are legally liable and arising from the project that is the subject of this Agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.
- B. In addition to the indemnity provided under Paragraph 9.01 A and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Consultant and its officers, directors, partners, employees, and Consultant's Subconsultants from and against all costs (including attorneys' fees), losses, damages and liabilities arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, damage or liability is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Project itself), including the loss of use resulting therefrom.
- C. To the fullest extent permitted by law, Consultant and the Owner waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

- D. In recognition of the relative risks and benefits of the Project to both the Owner and the Consultant, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and sub consultants for any and all claims (including claims by third parties), losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and sub consultants shall not exceed \$100,000, or the amount actually paid to Consultant's for services rendered on this Project, whichever is greater (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action, including, without limitation, active and passive negligence, breach of contract, breach of warranty, tort, strict liability, or equity, or liabilities that might arise out of the parties' indemnification obligations, however alleged or arising, unless otherwise prohibited by law. The Owner specifically agrees that it has had the opportunity to negotiate this Limitation of Liability clause and to accept or reject its inclusion herein.

10.01 Successors, Assigns, and Beneficiaries

- A. Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted by Paragraph 10.01.B the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

11.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
1. For cause,
 - a. By either party upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

- b. By Consultant:
 - 1) upon seven (7) days' written notice if Consultant believes that Consultant is being requested by Owner to furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or
 - 2) upon seven (7) days' written notice if the Consultant's services for the Project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.
 - 3) Upon seven (7) days' written notice if Owner fails to pay an invoice when due.
 - 4) In the event Consultant terminates this agreement for either of the above-specified reasons, Consultant shall have no liability to Owner on account of such termination or any resulting costs, damages or delays.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 11.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
2. For convenience, by Owner effective ten (10) days after the receipt of written notice by Consultant.
- a. The terminating party under Paragraphs 11.01.A.1 or 11.01.A.2 may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow Consultant to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
 - b. In the event of any termination under Paragraph 11.01.A.1, Consultant will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk.
 - c. In the event of termination by Owner for convenience or by Consultant for cause, Consultant shall be entitled, in addition to payment for those items identified in Paragraph 4.01, to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, including, but not limited to, reassignment of personnel, costs of terminating contracts with Consultant's Subconsultants, and other related close-out costs, using reasonable methods of calculation including the methods and rates for Additional Services as set forth in Paragraph 5.01.

12.01 No Third Party Beneficiaries

- A. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against the Consultant.

13.01 Waiver

- A. Non-enforcement of any provisions by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14.01 Total Agreement/Severability

- A. This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: Town of Rotterdam

CONSULTANT: Barton & Loguidice, D.P.C.

By:

By:



Title: Mollie A. Collins
Supervisor

Title: Donald H. Fletcher
Executive Vice President

Date
Signed: _____

Date
Signed: May 15, 2025

Address for giving notices:

Address for giving notices:

Town of Rotterdam

Barton & Loguidice, Attn: President

1100 Sunrise Boulevard

443 Electronics Parkway

Rotterdam, New York 12306

Liverpool, New York 13088

Exhibit A - Scope of Services Curry Road Water Main Replacement Project

Project Understanding

The Town of Rotterdam (Town) owns and operates Water District No. 5 (PWSID NY4600069), which consists of a five (5) well municipal field, five (5) water storage tanks and a potable water distribution system network. The Town's well field has suited the Town well since it was originally constructed in the mid-1950s.

With current development and requests from neighboring municipalities to purchase more water, and the overall condition and age of the system, the Town's water system is in need of upgrades. Over the past five (5) years, the Town has responded to numerous water main breaks on its existing 1950s era 20-inch cast iron (CI) water main on Curry Road between Altamont Avenue and Marlette Street. These breaks have created issues with reliability in this part of the Town's water distribution system. The Town estimates they have spent over \$1,000,000 in repairs on this water main and will continue to spend money on its maintenance as the water main continues to age past its useful life.

It is anticipated that the Curry Road Water Main Replacement project will consist of open cut replacement of the existing 20-inch CI water main with a new 24-inch water main on Curry Road between Altamont Avenue and Marlette Street, installation of appurtenances such as isolation valves, hydrants, and service connections, abandonment of the existing 20-inch CI water main, connections to existing water mains, horizontal directional drilling (HDD) across the Cowhorn Creek, and site restoration. The length of the water main replacement is approximately 2,000 LF.

Scope of Services

B&L proposes the following Scope of Services:

Task 1 – Planning Services

- a. B&L will conduct a Kick-Off Meeting with the Town representatives to discuss the Curry Road Water Main Replacement project.
- b. B&L will prepare a draft Map, Plan and Report (MPR) for the Curry Road Water Main Replacement project and submit a copy of it to the Town for review and approval. The MPR will be prepared by a New York State licensed engineer and conform with Town Law. The MPR will include a general plan of the water district improvements. The MPR will include maximum capital project costs to be expended, Operations and Maintenance (O&M) costs, and life cycle costs for the improvements.
- c. B&L will attend one (1) meeting with Town representatives to discuss the draft MPR.
- d. B&L will incorporate the Town's comments into a final MPR for the Curry Road Water Main Replacement Project. B&L will submit copies of the MPR to the Town and New York State Department of Health (NYSDOH) for review and approval.
- e. B&L will attend one (1) meeting to present the project and respond to public questions and comments. B&L will also provide technical assistance to the Town and its attorney in support of any required Board Resolutions.

Task 2 – Historic, Archaeological, and Environmental Review

- a. B&L anticipates that SHPO will issue a No Effect finding for the project, and that a Phase I archaeological survey will not be required since the improvements will be completed in areas of previous disturbance.
- b. In addition, B&L anticipates the project will be classified as an Unlisted Action in accordance with 6 NYCRR Part 617 Regulations. Although not required for Unlisted Actions, B&L recommends that the Town conduct a coordinated review with other potentially interested and involved agencies. The anticipated interested and involved parties include the Schenectady County Department of Health (SCDOH), New York State Department of Environmental Conservation (NYSDEC), New York State Office of Parks, Recreation, and Historic Preservation (OPRHP), and New York State Department of Transportation (NYSDOT). It is assumed that the Town of Rotterdam Town Board will assume the role of Lead Agency for SEQRA. B&L is prepared to assist the Town with the completion of the Long Form Environmental Assessment Form (LEAF) Parts 1, 2, and 3 and other support documents necessary to complete the SEQR process in accordance with the aforementioned regulations, including:
 - SEAF Part 1 and associated project location map;
 - Drafting of an Intent to be Lead Agency resolution and Intent to be Lead Agency letter for use by the Town in contacting potentially Involved and Interested agencies for the project, as these terms are defined in 6 NYCRR Part 617.2(t) and 617.2(u);
 - Completion of threatened and endangered species review. B&L will obtain species lists from the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) website, New York Natural Heritage Program (NYNHP), and the NYSDEC Nature Explorer website;
- c. B&L will attend one (1) Town Board meeting to support the Town's SEQR review. It is assumed that SEQR will be reviewed and acted upon at the same meeting as the MPR public meeting.
- d. B&L understands that the project is located in a designated Urban Area according to the 2020 Census. All wetlands located within or adjacent to Urban Areas are jurisdictional to the NYSDEC under 6 NYCRR Part 664.6(b). Additionally, a stream (Cowhorn Creek) is mapped crossing the northern portion of the water main alignment. Cowhorn Creek is a Class C Stream per the NYSDEC Environmental Resource Mapper. B&L anticipates an environmental staff member will conduct a site visit to document existing site conditions. It is assumed that this site visit can be completed in conjunction with a site visit by B&L engineering staff. If present, wetlands will be delineated in accordance with the NYSDEC's 1995 *Freshwater Wetlands Delineation Manual* and the U.S. Army Corps of Engineers' (USACE) Routine Method outlined in the USACE *Wetlands Delineation Manual* (Environmental Laboratory, 1987) and *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral/Northeast Region, Version 2.0* (2011). Prior to the site visit, B&L will review the protected species lists obtained during the SEQRA review (Task 3, above), and will determine if suitable habitat for reported species is present in the project area. A one-page summary memo will be prepared to document B&L's site visit findings. It is assumed that no wetlands will be identified in the project area, and that further coordination regarding a Jurisdictional Determination with the NYSDEC is not required.

Additionally, Cowhorn Creek appears to be conveyed via a closed culvert within the project area; it is assumed that the water main replacement can be completed without disturbing the culvert structure or stream flow. No NYSDEC or USACE permits are expected to be required. If NYSDEC Jurisdictional Determination and/or permit application support is determined to be needed, B&L can provide a supplemental scope and fee for the Town's consideration.

Task 3 – Subcontractor Services

a. Survey and Base Mapping Services

B&L will retain the services of a qualified professional surveyor to complete topographic field survey of the proposed water main route up to 20 feet past the edge of pavement and prepare base mapping for the project area. The survey will include all evident planimetric and topographic features such as one-foot contour intervals, structures, landscaping, trees, overhead utilities, poles, underground utility evidence, etc. Property lines and roadway rights-of-way will be shown from tax maps and available infrastructure mapping provided to B&L from the Town.

We assume the water main and appurtenances will be replaced within the existing roadway right-of-ways or Town easements and that deed research/boundary survey services/easement preparation services are not required for the water main improvements. If easements are identified during Preliminary/Final Design and Permitting Services then a supplement to prepare easement maps and descriptions will be provided for review and approval by the Town.

b. Subsurface Investigations

B&L will retain the services of a qualified geotechnical subcontractor to complete soil borings and geotechnical analysis at the project site. Boring logs documenting subsurface conditions will be prepared for use in the design and bidding phases of the project. A total of six (6) soil borings will be advanced: four (4) borings will be advanced every 500 feet along the proposed alignment and two (2) borings will be advanced for the proposed HDD. Four soil borings will be advanced to a maximum estimated depth of 10 feet or until practical refusal in which a 5-foot core sample will be taken. For the two soil borings near the HDD, they will be advanced to a maximum estimated depth of 25 feet or until practical refusal in which a 5-foot core sample will be taken. Split-spoon testing will be conducted in accordance with ASTM D 1586 "Standard Methods for Standard Penetration Test (SPT) and Split Barrel Sampling of Soils." In addition, corrosivity testing will be conducted on three (3) additional soil borings to better determine impacts from neighboring gas stations near the Altamont Avenue/Curry Road intersection. Testing parameters would include pH, resistivity, redox potential, presence of sulfides, and moisture.

A geotechnical report of the findings will be included summarizing the subsurface investigations.

Task 4 – Preliminary/Final Design and Permitting Services

B&L will prepare design plans, technical specifications, and an opinion of probable construction cost estimate. It is assumed that plan and profile sheets will be 1:40 scale. The design will be prepared in accordance with the NYSDOH design standards as defined in "Recommended Standards for Water Works", except any variations approved by the Health Department.

Design drawings for the water main improvements will show pipe material, size and location, connecting the proposed water main to existing mains, water service connections, isolation valves, hydrants, associated water details, soil erosion and sediment control details, and site restoration details. B&L

anticipates one (1) site specific Work Zone Traffic Control (WZTC) plan for the Altamont Avenue/Curry Road intersection. All other WZTC will utilize New York State Department of Transportation (NYSDOT) standard sheets. Drawings will be prepared in AutoCAD format.

B&L has anticipated providing two (2) cost estimates as part of our effort. We will provide a preliminary cost estimate at the 30% design stage and a final cost estimate at 90% design. This will assist the Town with budgeting the work for this project.

B&L will also prepare Contract and Bidding Documents for the project. The project will be bid and constructed with appropriate prime contracts in accordance with New York State public bidding laws. A project manual will be prepared that will include bidding forms and requirements, general conditions, and contractual requirements, and will define the duties and responsibilities of the Town, Engineer, and Contractor. One assume one (1) prime contract for this project.

Three (3) meetings are included during the design phase of the project: Final Design Kick-off, 60% design, and 90% design. As Curry Road (NYS Route 7) is a complex DOT roadway, NYSDOT will be invited to all of the design meetings. We will also attend the MPR kick-off meeting as noted earlier in this proposal.

Permits and Approvals – It is anticipated that the following permits will be required:

- New York State Department of Health – Water Plan Approval
- New York State Department of Transportation – Highway Work Permit

B&L will address any comments and/or questions these agencies may have as deemed appropriate. Note that any fees associated with any of these permit applications or agency approvals would be paid directly by the Town and are not included herein.

Task 5 – Bidding Services

B&L will assist the Town in bidding the project. Bid assistance will include preparation of Advertisement for Bid(s) for publication by the Town in its official newspaper, notifying potential bidders of advertisement publication, assisting with electrical distribution of the Contract Document, addressing contractor questions during the bid phase and preparing responses as appropriate, preparing addenda as required and issuing the same to contractors.

Upon receipt of the bids by the Town, B&L will tabulate the bids, review the qualifications of the low bidder for the contract, or if necessary as many as three (3) of the lowest bidders, and prepare a recommendation of award to the Town for the contract.

For the purposes of Town and agency approval, three (3) copies of Contract Documents will be provided. Additional sets would be provided at cost, if required. B&L understands the Town will upload the bidding documents to BidNet for electronic distribution.

B&L will issue a Notice of Award to the successful bidder upon the Town's direction.

Task 6 – Construction Administration Services

- B&L will prepare three (3) conformed copies of the successful bidder's submittal for contract execution.
- Conduct a pre-construction conference with the Contractor, Town, and NYSDOT.

- Review shop drawings and submittals for the material and equipment to be incorporated into the project for conformance with the Contract Documents.
- Attend monthly project meetings with contractor representatives, make periodic site visits to the project site during construction of the project, and advise the Town regarding construction related issues (total of three (3) meetings).
- Review Contractor's payment applications and submit same to the Town for processing and prepare Change Orders, if necessary.
- Attend a final field meeting and complete final review of the completed construction and prepare a report on any deficiencies or corrective actions require as determined at said review.
- Prepare completed construction drawings based on information compiled by B&L personnel and the Contractor. We will deliver two (2) hard copy sets and one (1) electronic copy (AutoCAD, latest version) of the drawings.

Task 7 – Construction Observation Services

- Conduct full-time, on-site construction observation (CO) of the work in progress to assist the Town in determining if the work is, in general, proceeding in accordance with the Contract Documents. The CO will not advise on, issue directions regarding or assume control over, safety precautions and programs in connection with the work. It is anticipated that construction of the proposed improvements will require up to three (3) months to complete.
- B&L will provide up to 540 hours of observation services. Additional hours beyond the assumed amount would be billed at our standard billing rate at the time of service.
- The CO will prepare daily reports with photographs that record the Contractor's hours at the job site, daily activities, and progress of work.
- The CO will be present during the pipe installation and restoration to verify that work is being completed in accordance with the Town Standards, Contract Documents, and overall intended function.
- The CO will verify materials and equipment match the approved submittals.
- The CO will inform the Town in writing of any operations and procedures that may lead to delay in construction.
- The CO will be present during pressure and bacteriological testing and maintain a log and file of tests and related reports.

The amount of time required for construction administration and observation is dependent on the Contractor's progress and final scope of the construction project. Based on our experience, we have estimated what we feel is a reasonable time frame for completion of the work and have estimated the time required for construction administration and observation accordingly.

Exhibit B - Insurance Curry Road Water Main Replacement Project

Per provision 3.01.A of this Agreement, the kinds and amounts of insurance required are as follows:

- a) A policy or policies providing protection for employees of the CONSULTANT in the event of job-related injuries, generally referred to as "Worker's Compensation Insurance".
- b) Automobile Liability policies with a combined single limit of not less than \$1,000,000 for each person, or each accident because of bodily injury, sickness, or disease including death at any time resulting therefrom, sustained by any person, and for damages because of injury or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of owned, non-owned or hired automobiles.
- c) Commercial General Liability Insurance shall be furnished with the limits of not less than:

General Aggregate	\$2,000,000	Each Occurrence	\$1,000,000
Products - Comp/Op Agg.	\$2,000,000	Damage to Rented Premises	\$100,000
Personal/Adv. Injury	\$1,000,000	Medical Expense	\$5,000
- d) Excess Liability Insurance Umbrella Form, bodily injury and property damage combined:

Each Occurrence	Aggregate
\$1,000,000	\$1,000,000
- e) Professional Liability Insurance, when applicable, including errors and omissions, shall be maintained with minimum limits of not less than One Million Dollars (\$1,000,000).

Exhibit C - Billing Rates Schedule
Curry Road Water Main Replacement Project

Barton & Loguidice

Billing Rates for Calendar Year 2025

Travel by passenger vehicle	IRS standard mileage rate (exclusive of operator time)
Overnight travel & subsistence	At cost
Telephone, postage, delivery, etc.	At cost
In-house printing	Unit rate schedule for printed material
Field equipment & expendables	Unit rate schedule
Unmanned Aircraft Systems (UAS) equipment	\$300/day (exclusive of operator time)
Outside services including lab services & printing	Cost plus 15%

Individual staff at the following hourly rates:

Promotional Title	Billing Title	Billing Code	Billing Rate
Principal	Executive Manager	P12	305.00
Senior Vice President	Executive Manager	P12	305.00
Vice President	Manager V	P11	270.00
Senior Associate	Manager IV	P10	240.00
Associate	Manager III	P9	225.00
Senior Managing Engineer	Manager II	P8	215.00
Senior Managing Hydrogeologist	Manager II	P8	215.00
Senior Managing Industrial Hygienist	Manager I	P7	205.00
Senior Managing Landscape Architect	Professional VI	P6	190.00
Senior Consultant	Manager V	P11	270.00
Chief Asset Management Specialist	Manager IV	P10	240.00
Chief Engineer	Manager II	P8	215.00
Senior Project Manager	Manager II	P8	215.00
Senior Construction Manager	Professional VI	P6	190.00
Managing Architect	Professional V	P5	170.00
Managing Community Planner	Professional IV	P4	155.00
Managing Engineer	Professional VI	P6	190.00
Managing Hydrogeologist	Professional VI	P6	190.00
Managing Industrial Hygienist	Professional IV	P4	155.00
Managing Landscape Architect	Professional V	P5	170.00
Lead Architect	Professional V	P5	170.00
Lead Asset Management Specialist	Manager III	P9	225.00
Lead Engineer	Professional VI	P6	190.00
Lead Environmental Scientist	Professional VI	P6	190.00
Lead Hydrogeologist	Professional VI	P6	190.00
Lead Landscape Architect	Professional IV	P4	155.00
Project Manager	Professional VI	P6	190.00
Construction Manager	Professional V	P5	170.00
Senior Staff Sustainability Specialist	Professional III	P3	143.00
Senior Project Asset Management Specialist	Professional VI	P6	190.00
Senior Project Engineer	Professional V	P5	170.00
Senior Project Environmental Scientist	Professional III	P3	143.00
Senior Project Hydrogeologist	Professional II	P2	126.00
Senior Project Landscape Architect	Professional III	P3	143.00

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Billing Rates for Calendar Year 2025

Travel by passenger vehicle	IRS standard mileage rate (exclusive of operator time)
Overnight travel & subsistence	At cost
Telephone, postage, delivery, etc.	At cost
In-house printing	Unit rate schedule for printed material
Field equipment & expendables	Unit rate schedule
Unmanned Aircraft Systems (UAS) equipment	\$300/day (exclusive of operator time)
Outside services including lab services & printing	Cost plus 15%

Individual staff at the following hourly rates:

Promotional Title	Billing Title	Billing Code	Billing Rate
Senior Staff Engineer	Professional V	P5	170.00
Senior Staff Environmental Scientist	Professional III	P3	143.00
Senior Staff Hydrogeologist	Professional II	P2	126.00
Project Architect	Professional IV	P4	155.00
Project Community Planner	Professional II	P2	126.00
Project Engineer	Professional IV	P4	155.00
Staff Architectural Designer	Professional III	P3	143.00
Staff Asset Management Specialist	Manager I	P7	205.00
Staff Engineer	Professional IV	P4	155.00
Staff Environmental Scientist	Professional II	P2	126.00
Staff Field Scientist	Professional II	P2	126.00
Staff Hydrogeologist	Professional II	P2	126.00
Staff Industrial Hygienist	Professional II	P2	126.00
Assistant Landscape Architect II	Professional II	P2	126.00
Community Planner II	Professional I	P1	110.00
Engineer II	Professional III	P3	143.00
Environmental Scientist II	Professional I	P1	110.00
Assistant Landscape Architect I	Professional II	P2	126.00
Community Planner I	Technician II	T2	100.00
Engineer I	Professional II	P2	126.00
Environmental Scientist I	Technician II	T2	100.00
Hydrogeologist I	Technician II	T2	100.00
Industrial Hygienist I	Technician I	T1	87.00
Architectural Designer II	Technician IV	T4	130.00
Engineering Designer II	Technician VI	T6	160.00
Engineering Designer I	Technician IV	T4	130.00
Senior Engineering Technician	Technician V	T5	143.00
Senior Environmental Technician	Technician I	T1	87.00
Senior Architectural Technician	Professional I	P1	110.00
Engineering Technician	Technician III	T3	117.00
Environmental Technician	Technician I	T1	87.00
Resident Engineer	Construction IV	C4	147.00
Senior Inspector	Construction III	C3	134.00
Inspector	Construction II	C2	126.00

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Billing Rates for Calendar Year 2025

Travel by passenger vehicle	IRS standard mileage rate (exclusive of operator time)
Overnight travel & subsistence	At cost
Telephone, postage, delivery, etc.	At cost
In-house printing	Unit rate schedule for printed material
Field equipment & expendables	Unit rate schedule
Unmanned Aircraft Systems (UAS) equipment	\$300/day (exclusive of operator time)
Outside services including lab services & printing	Cost plus 15%

Individual staff at the following hourly rates:

Promotional Title	Billing Title	Billing Code	Billing Rate
Senior Project Accountant	Technical Assistant II	TA2	100.00
Project Accountant	Technical Assistant I	TA1	84.00
Senior Marketing Specialist	Technical Assistant II	TA2	100.00
Senior Communications Specialist	Technician III	T3	117.00
UAS Operator	Technician III	T3	117.00
Marketing Specialist	Technical Assistant I	TA1	84.00
Communications Specialist	Technician III	T3	117.00
Engineering Aide	Technical Assistant III	TA3	118.00
Office Administrator	Technical Assistant I	TA1	84.00
Senior Group Technical Assistant	Technical Assistant II	TA2	100.00
Group Technical Assistant	Technical Assistant I	TA1	84.00
Intern - Technical	Technician I	T1	87.00