THIS MEETING IS BEING HELD AT THE ROTTERDAM SENIOR CITIZENS CENTER
2369 HAMBURG STREET, ROTTERDAM, NY 12303

MEETING OF THE ROTTERDAM TOWN BOARD

March 13, 2024
7:00 PM
Agenda Review 6:30 PM

CALL TO ORDER
ROLL CALL
PLEDGE OF ALLEGIANCE
SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins
EXECUTIVE SESSION
PROCLAMATIONS
PRESENTATIONS
PUBLIC HEARING

- To recognize the introduction of Introductory Local Law No. ____ of 2024; To amend Chapter 270, Zoning, of the Town Code, for a change of zone of approximately ±0.35 acres from Single Family Residential (R-1) to Light Industrial (I-1), located at the corner of Tower Avenue and Chrisler Avenue (Tax Map No. 59.7-10-1.12), to facilitate the construction of a ±2,000 square foot storage garage.

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.

DRAFT

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS
RESOLUTIONS

121.24 To accept Town Board meeting minutes. *Pg. 19*

122.24 To accept revenue for Town Clerk's office for February 2024. *Pg. 51*

123.24 To approve budget transfers to the 2023 and 2024 budget. *Pg. 56*

124.24 To approve budget transfers of gas and diesel to the 2023 budget. *Pg. 60*

125.24 Call for bids for On-Call Fencing Construction and Repair Services. *Pg. 62*

126.24 Call for bids for On-Call Maintenance Contract Services. *Pg. 87*

127.24 To accept bid and award contract for On-Call Plumbing Construction Services. *Pg. 112*

128.24 To accept bids and award contracts for Highway Materials: Crushed Limestone, Gravel & Sand. *Pg. 149*

129.24 To accept bids and award contracts for Highway Materials: Manhole Frame and Grates & Manhole Round Risers. *Pg. 186*

130.24 To recognize the introduction of Introductory Local Law No. __ of 2024; To amend section 266-42, entitled "Schedule II: One-Way Streets" of the code of the Town of Rotterdam, eliminating one-way traffic flow on Laura St. between Guilderland Ave. and Pauline St. and scheduling a public hearing thereon. *Pg. 210*

131.24 To authorize Change Orders No. 4 with Bunkoff General Contractors Inc. for the Rotterdam Town Hall Renovations. *Pg. 215*

132.24 To negotiate and execute amendment one to an existing agreement with Prime AE for the Water District No. 3 & No. 4 Water System Improvements. *Pg. 222*

133.24 To negotiate and execute an agreement with Prime AE for professional engineering services related to Rotterdam Water District No. 5 Lead Service Line Inventory Assistance. *Pg. 237*

134.24 To negotiate and execute an agreement with Phoenix Fence LLC. *Pg. 247*

135.24 To negotiate and execute an agreement with Landart Studio NY Landscape Architecture, PLLC for professional design services related to the Eunice Esposito Park pickleball courts. *Pg. 254*

136.24 To negotiate and execute an agreement with Landart Studio NY Landscape Architecture, PLLC for professional design services related to Juracka Park. *Pg. 263*

137.24 To negotiate and execute an agreement with Ultimate Roofing. *Pg. 272*

DRAFT

138.24 To authorize Change Order No. 2 with John W. Danforth Company for the Rotterdam Town Hall Renovations. *Pg. 282*

139.24 To authorize Change Order No. 1 with Empire Electric NY LLC for the Rotterdam Town Hall Renovations. *Pg. 290*

140.24 To declare Town Hall equipment obsolete. *Pg. 302*

LIAISON REPORTS
MISCELLANEOUS
EXECUTIVE SESSION
ADJOURNMENT

Mollie A. Collins, Supervisor

DRAFT

PUBLIC HEARING #1

3/13/24

To recognize the introduction of Introductory Local Law No. ____ of 2024; To amend Chapter 270, Zoning, of the Town Code, for a change of zone of approximately ±0.35 acres from Single Family Residential (R-1) to Light Industrial (I-1), located at the corner of Tower Avenue and Chrisler Avenue (Tax Map No. 59.7-10-1.12), to facilitate the construction of a ±2,000 square foot storage garage.

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, February 28, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 116.24

TO CALL FOR A PUBLIC HEARING ON THE PROPOSED INTRODUCTORY LOCAL LAW __ OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE FROM SINGLE FAMILY RESIDENTIAL (R-1) TO LIGHT INDUSTRIAL (I-1) FOR PROPERTY LOCATED AT TOWER AVENUE AND CHRISLER AVENUE

WHEREAS, the Town Board passed Resolution No. 94.24 to recognize the introduction of Introductory Local Law __ of 2024; To amend Chapter 270, Zoning, of the Town Code, for a change of zone from Single Family Residential (R-1) to Light Industrial (I-1); and

WHEREAS, the Planning Commission, on February 20, 2024 issued a positive recommendation on the change of zone requested by the applicant.; and

WHEREAS, the Town Board Declared Lead Agency on the Change of Zone application under 6NYCRR Part 617 State Environmental Quality Review (SEQR) on February 28, 2024; NOW

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 Town Clerk to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the **Rotterdam Senior Citizens Center, 2639 Hamburg St, Schenectady, NY 12303**, at 7:00 p.m. on the 13th day of March, 2024 for the following purpose:

> To recognize the introduction of Introductory Local Law No. ____ of 2024; To amend Chapter 270, Zoning, of the Town Code, for a change of zone of approximately ±0.35 acres from Single Family Residential (R-1) to Light Industrial (I-1), located at the corner of Tower Avenue and Chrisler Avenue (Tax Map No. 59.7-10-1.12), to facilitate the construction of a ±2,000 square foot storage garage.

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

DATED: February 28, 2024
Daily Gazette: Please publish once on March 1, 2024
Town Clerk
Post

SECTION 2. This resolution shall become effective February 28, 2024.

DATED: February 28, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci **(Absent)**			
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 February 28, 2024, 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 March 1, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM CHANGE OF ZONE APPLICATION

PART I

PROCEDURES TO APPLY FOR A CHANGE OF ZONE (COZ)

1) The applicant must complete the following and present **twenty-two (22) complete sets** to the Public Works Department*. The change of zone (COZ) process will take an average of 60 days to complete.
   a. A completed COZ application (part II and III). A completed list of names and addresses of all property owners within three hundred (300) feet of the exterior boundaries of the subject property proposed for the change of zone will be completed by the Department of Public Works (DPW).
   b. A complete site plan and/or subdivision plan of proposed project.
   c. A copy of the current deed(s) of the property to be rezoned.
   d. A complete legal description of the exterior boundaries of the property proposed to be rezoned (this is needed for the legal notice and is in addition to any legal description(s) on the deed).
   e. A vicinity map depicting the location of the property and identifying at a minimum the nearest cross streets.
   f. A completed Full Environmental Assessment Form as provided in 6NYCRR PART 617.
2) The Town Board makes a decision whether or not to consider the application. If the Town Board makes a decision to consider the application, it will forward the application for recommendation to the Planning Commission. If the Town Board elects not to consider the application, the processing of the application does not continue.
3) The application materials will be transmitted to the Planning Commission for review and comment if the Town Board elects to forward the application to them. The applicant may address comments received on the proposal and make revisions to the application as warranted.
4) The COZ application and Planning Commission recommendation are forwarded to the Town Board for review. The Town Supervisor will place the COZ request on a Town Board agenda to call for a public hearing. If the Town Board elects to not call for a public hearing the process is considered complete and the legislative request will not proceed.
5) After the Town Board calls for a public hearing, the Supervisor's office notifies all property owners within three hundred (300) feet of the exterior boundaries of the subject property of the proposed COZ request and the public hearing date.
6) Public Hearing - The Town Board conducts a public hearing on the COZ request and makes a decision to approve or deny the application.

*If the proposed zoning is not in conformance with the Rotterdam Comprehensive Plan, it will be necessary to apply for a Comprehensive Plan Amendment. Contact the Town Planner concerning this requirement.

Revised March 2013

****

TOWN OF ROTTERDAM CHANGE OF ZONE APPLICATION

All requested information shall be provided and must be filled out in black ink or typed for photocopying purposes.

Application Fee **$650**

Existing Zone Classification: R-1 One-Family Residential

Proposed Zone Classification: I-1 Light Industrial

PART II
GENERAL INFORMATION

Legal Owner's Name: Govin Sarju
Mailing Address: 2175 Tower Avenue
City: Schenectady State: NY Zip: 12304
Daytime Phone: 347-531-5124 Fax

If applicant is not the owner, include written owner authorization for the below-designated contact to serve as representative.

Owner's Designated Contact: Ingalls & Associates, LLP

Mailing Address: 116 West Avenue Unit 102
City: Saratoga Springs State: NY Zip: 12866
Daytime Phone: 518-393-7725 ext. 110 Fax 518-393-2324

Project/Proposal Site Area: (Acres or sq. ft.) 0.35 Acres
Assessor Tax Parcel No.(s) of Site: 59.7-10-1.12

Adjacent Parcels Owned or Controlled: (Acres or sq. ft.) 0.34 Acres
Assessor Tax Parcel No.(s) of Adjacent Land Owned or Controlled:
59.7-10-1.2

Street Address of Proposed Site (if any): Tower Avenue

Describe Existing Use(s) on Proposed Site: (commercial vacant, residential, buildings, well, sewer drainfield, etc.)

The parcel is currently vacant with a gravel driveway. There are no utilites on the parcel.

School District: Mohonasen

Fire District: #3

Water Supply Town of Rotterdam

Proposed Use of Property:

( ) **A1** One-family dwelling
( ) **A2** Two-family dwelling
( ) **B1** Multiple Dwelling (permanent occupancy)
( ) **B2** Multiple Dwelling (transient occupancy)
( ) **B3** Multiple Dwelling (senior citizen housing)
( ) **B4** Multiple Dwelling (adult residential care facility)

( ) **C1** Business
( ) **C2** Mercantile
(✓) **C3** Industrial
( ) **C4** Storage
( ) **C5** Assembly
( ) **C6** Institutional
( ) **C7** Miscellaneous

LEGAL INFORMATION

Location of Proposal Site: (General description by which direction and how far from roads and intersections and other community features)

The parcel is located on the corner of Tower Avenue and Chrisler Avenue.

Name of Public Road(s) Providing Access: Tower Avenue

Width of Property Fronting on the Existing Public Road in Linear Feet: 146 feet

Does the Proposal Have Access to an Arterial or Planned Arterial? (•) Yes ( ) No

Name(s) of Arterial Road(s): NYS 890

A legal description of the proposed site must be attached: ( ) Yes (✓) No Description is in the deed

A copy of the assessor's map of the proposed site must be attached: (✓) Yes ( ) No

A copy of the most current deed(s) of the proposed site must be attached: (✓) Yes ( ) No

(All applications must contain a legal description that describes the exterior boundaries of the entire area to be rezoned. Please include the legal description for the entire area to be rezoned and also a copy of the assessor's map. A simple copy of the deed is not sufficient to process the change of zone request).

If you do not hold title to property, what is your interest in it? N/A

What factors support this rezone? (This may be provided on a separate sheet of paper if necessary)

The parcel is adjacent to the I-1 Industrial Zoning District and the B-2 General Business District. The proposed development of the parcel will be better served designated in the I-1 Light Industrial District as there are parcels across the street and adjacent on Chrisler Avenue that are in the I-1 Industrial District. This will allow for the business garage as well as provide a logical transition from Chrisler Ave. to the neighboring Residential District.

UTILITIES

Proposed Source of Water:
( ) Individual Wells
( ) Public System
( ) Private Community System
(✓) Other, please describe There will be no public or private utilities on the site.

Proposed Means of Sewage Disposal:
( ) Public Sewer
(✓) Septic Tank & Leachfield
( ) Other, please describe

There will be no public or private utilities on the site.

PART III

****

SURVEYOR/ARCHITECT/ENGINEER VERIFICATION

****

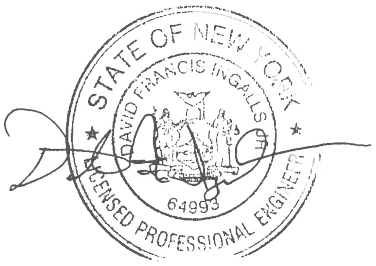
I, the undersigned, a licensed land surveyor, architect, and/or engineer, have completed the information requested. The legal description has been prepared by me or under my supervision in accordance with the requirements of the Town of Rotterdam regulations and the laws of the State of New York.

Signed: _____ Date: 01-19-24

Address: 116 West Avenue Unit 102 Phone: 518-393-7725

Saratoga Springs, NY Zip: 12866

PLEASE AFFIX SURVEYOR/ARCHITECT/ENGINEER SEAL HERE



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LEGAL OWNER SIGNATURE

****

(Signature of legal owner or representative as authorized by legal owner)

I, the undersigned, swear or affirm under penalty of perjury that the above responses are made truthfully and to the best of my knowledge.

I further swear or affirm that I am the owner of record of the area proposed for the previously identified land use action, or, if not the owner, attached herewith is written permission from the owner authorizing my actions on his/her behalf.

Name: Govin Sarju
Address: 2175 Tower Avenue
Schenectady, NY

Date:
Phone: 347-531+5124
Zip: 12304

Govin Sarju
Signature of applicant or representative

1-8-24
Date

NOTARY

STATE OF NEW YORK) ss:
COUNTY OF Schenectady)

SUBSCRIBED AND SWORN to before me this 8th day of January, 2024

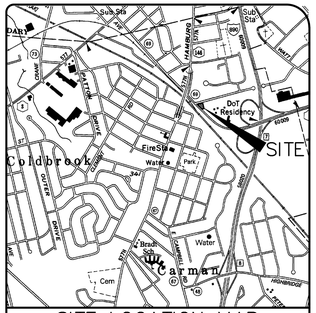
NOTARY SEAL

Notary Signature

Notary Public in and for the State of New York
Residing at: 237 Congualon
My appointment expires: 5-23-2026

JODY BINKLEY
Notary Public, State of New York
No. 01BI5028035
Qualified in Schenectady County
Commission Expires May 23, 2026

PLEASE AFFIX NOTARY SEAL HERE


DART
Sub Sta
Sub Sta
Dot Residency
SITE
Coldbrook
Fire Sta
Water
Park
Water
Carman
Corn
Broad St
SCHERMERHORN
OUTER
STATE
ARBOR
ROTTERDAM
ROTTERDAM
ROTTERDAM

OFFICE OF THE SCHENECTADY COUNTY CLERK

620 STATE STREET
SCHENECTADY, NY 12305-2114
PHONE (518) 388-4220
FAX (518) 388-4224

Cara M. Ackerley
County Clerk

Maryellen Brehm
Alicia Godlewski
Jeffrey Morrette
Carla Saglimbeni
Deputy County Clerks

Instrument Number - 201952826
Recorded On 11/21/2019 At 2:34:03 PM
* Instrument Type - DEED
* Book/Page - DEED/2025/283
* Total Pages - 3
Invoice Number - 1031589 User ID: LPD
* Document Number - 2019-5090
* Grantor - CONSTANTINO KIMBERLY A

* Grantee - SARJU GOVIN

*RETURN DOCUMENT TO:
MARATHON TITLE AGENCY
440 NEW KARNER RD
ALBANY, NY 12205-3810

* FEES

NY REALTY TRANSFER TAX	$72.00
NY LAND SUR	$4.75
NY E & A FEES	$241.00
NY LAND COMP SUR	$14.25
CO GENERAL REVENUE	$40.00
CO LAND SUR	$0.25
CO E & A FEES	$9.00
CO LAND COMP SUR	$0.75
TOTAL PAID	$382.00

TRANSFER TAX
Real Estate Transfer Tax Num - 1636
Transfer Tax Amount - $ 72.00

I hereby CONFIRM that this document is
Recorded in the Schenectady County Clerk's Office
in Schenectady, New York

Cara M. Ackerley
Schenectady County Clerk

THIS IS AN ENDORSEMENT PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Stamps

THIS INDENTURE made this 19 day of November 2019,

BETWEEN:

KIMBERLY A. CONSTANTINO residing at 67 Kellar Avenue, Schenectady, New York 12306, party of the first part, and

GOVIN SARJU, residing at 2175 Tower Avenue, Schenectady, New York 12304, party of the second part,

WITNESSETH: that the party of the first part, in consideration of One and 00/100 ($1.00) Dollars, lawful money of the United States, and other good and valuable consideration paid by the party of the second part does hereby grant and release unto the party of the second part, their heirs and assigns forever,

ALL THAT TRACT, PIECE, OR PARCEL OF LAND, situate, lying, and being in the Town of Rotterdam, County of Schenectady, and State of New York, being along the southerly side of Tower Avenue and the easterly side of Chrisler Avenue, known and designated as Lot 3 as shown on map entitled "Map Showing Proposed Subdivision as it Pertains to the Elimination of Acreage and the Creation of Three New Lots to be Known as Lot 1, Lot 2 and Lot 3, Lands of Jay Rental Company" dated April 22, 1993, made by Blackstone Land Surveyors, and filed in the Schenectady County Clerk's Office on July 28, 1993, and more particularly bounded and described as follows:

BEGINNING at the intersection of the southerly side of Tower Avenue with the easterly side of Chrisler Avenue, said point being marked by a concrete monument found; THENCE North 89° 07' 48" East a distance of 146. 43 feet along the southerly side of Tower Avenue, to a point; THENCE South 00° 05' 55" East a distance of 148.38 feet through the lands of Jay Rental Company, to a point; THENCE South 87° 47' 46" West a distance of 55.88 feet along the northerly bounds of the lands of the State of New York, to a point marked by a concrete monument found; THENCE North 31° 29' 12" west a distance of 173.91 feet along the easterly side of Chrisler Avenue, to a point on the southerly side of Town Avenue, being the point or place of beginning. Containing 15,100 sq. ft. or 0.346 acre.

BEING the same premises conveyed to Kimberly A. Constantino by deed from Jay Rental Company dated November 15, 2013 and filed in the Schenectady County Clerk's Office on November 20, 2013 in Book 1885 of Deeds at Page 704.

Subject to any and all enforceable covenants, conditions, easements and restrictions of record affecting said premises.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, their heirs,

AND said party of the first part does covenant as follows:

FIRST, That the party of the second part shall quietly enjoy the said premises;

SECOND, That said party of the first part will forever Warrant the title to said premises.

THIRD, That in Compliance with Section 13 of the Lien Law, the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has hereunto set her hand and seal the day and year first above written.

IN PRESENCE OF

Kimberly A. Constantino

KIMBERLY A. CONSTANTINO

STATE OF NEW YORK)
COUNTY OF SCHENECTADY) ss.:

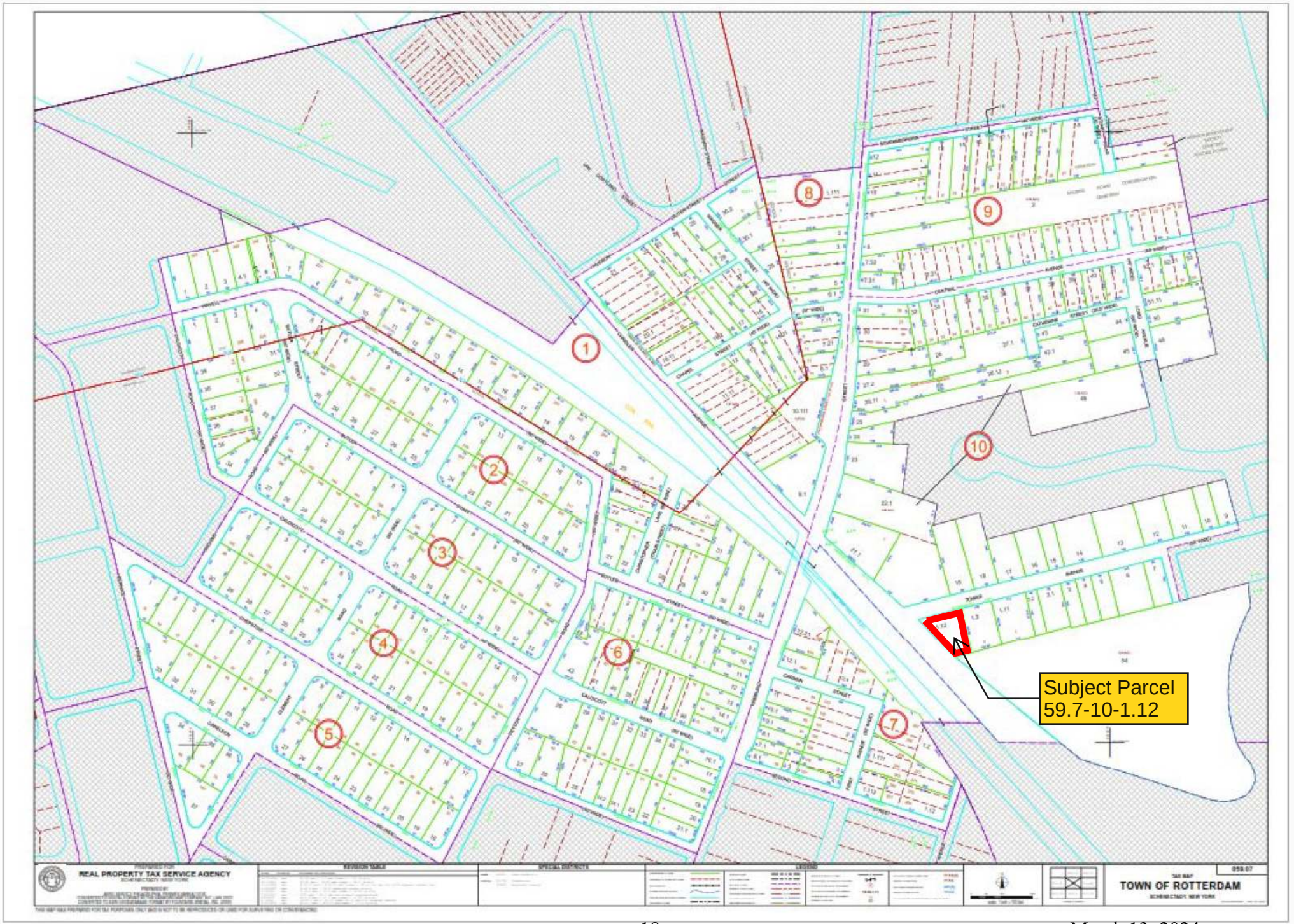
On this 4th day of November, 2019, before me, the undersigned, personally appeared **KIMBERLY A. CONSTANTINO**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

REBECCA J. RYBIJ
Notary Public, State of New York
Qualified in Schenectady County
No. 01RY6335238
Commission Expires Jan. 04, 20[illegible]

Notary Public

Record and Return To:

Marathon Title Agency
440 New Karner Road
Albany, NY 12205
RO-19-0991


Subject Parcel
59.7-10-1.12
REAL PROPERTY TAX SERVICE AGENCY
TOWN OF ROTTERDAM

RESOLUTION NO. 121.24

TO ACCEPT 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 Special Town Board Meeting of February 26, 2024 and the Town Board Meeting of February 28, 2024 as attached.

SECTION 2. This resolution shall become effective March 13, 2024

DATED: March 13, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

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: March 1, 2024
TO**:** Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from the February 26, 2024 Town Board Special Meeting and the Town Board Meeting of February 28, 2024.

TO BE PLACED ON TOWN BOARD AGENDA OF: March 13, 2024.

TO BE PLACED ON TOWN BOARD MEETING OF**:** March 13, 2024.

Background Information: Attached. To adopt the meeting minutes from the February 26, 2024 Town Board Special Meeting and the Town Board Meeting of February 28, 2024.

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of March 13, 2024.

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

February 27, 2024

Certified Resolution: #107 for the year 2024 was duly adopted at the Town Board Special Meeting held at J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 that was held Monday, February 26, 2024 at 7:00 p.m. The Town Board Agenda Meeting started at approximately 6:45 p.m. and was adjourned at approximately 6:46 p.m. by Councilmember Dodson and seconded by Councilmember Schlag**.** All agreed to adjourn the Town Board Agenda. The Town Board Special Meeting started at approximately 7:00 p.m. and a motion was made by Councilmember Dodson and seconded by Councilmember Schlag to adjourn the Town Board Meeting at approximately 7:07 p.m. All agreed to adjourn the Town Board Meeting.

Councilmembers Mastroianni and Gallucci were absent

Diane M. Marco

Diane M. Marco, Town Clerk

SPECIAL MEETING OF THE ROTTERDAM TOWN BOARD

February 26, 2024
7:00 PM
Agenda Review 6:30 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

EXECUTIVE SESSION

PROCLAMATIONS

PRESENTATIONS

PUBLIC HEARING

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.

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INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS

RESOLUTION

107.24 To appoint Sarah Hunt to the position of Payroll Audit Clerk Part Time.

LIAISON REPORTS

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

Mollie A. Collins, Supervisor

TOWN OF ROTTERDAM

TOWN BOARD SPECIAL MEETING

Monday, February 26, 2024 at 7:00 PM, 1100 Sunrise Blvd.

For the purpose of hiring a Part Time Payroll Audit Clerk, and for any other purpose as may come before the Town Board.

By Order of the Rotterdam Town Supervisor

Diane M. Marco
Town Clerk

At the Special 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 Monday, February 26, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 107.24

TO APPOINT SARAH HUNT TO THE POSITION OF PAYROLL AUDIT CLERK PART TIME

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Sarah Hunt, of Middleburgh, New York, is hereby appointed to the position of Payroll Audit Clerk, part time, with no employee benefits, and subject to pre-employment background checks for a 60-day term, at an hourly rate of thirty ($30.00) dollars, commencing February 27, 2024 and ending April 26, 2024.

SECTION 2. This resolution shall become effective February 26, 2024.

DATED: February 26, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni **(Absent)**			
Gallucci **(Absent)**			
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 Special Town Board Meeting of the Town of Rotterdam on February 26, 2024, 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 February 27, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM NY
Office of the Town Clerk
Schenectady, County

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

March 1, 2024

Certified Resolutions: #108-#120 for the year 2024 was duly adopted at the Town Board Meeting held at J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 that was held Wednesday, February 28, 2024 at 7:00 p.m. The Town Board Agenda Meeting started at approximately 6:30 p.m. and was adjourned at approximately 6:52 p.m. by Councilmember Mastroianni and seconded by Councilmember Dodson. All agreed to adjourn the Town Board Agenda Meeting. The Town Board Meeting started at approximately 7:00 p.m. Motion #12 was made by Councilmember Dodson and seconded by Councilmember Mastroianni. Motion #13 was made by Councilmember Dodson and seconded by Councilmember Schlag. Motion #14 was made by Councilmember Dodson and seconded by Councilmember Mastroianni. Motion #15 was made by Supervisor Collins and seconded by Councilmember Schlag. The executive session ended at approximately 10:14 p.m. The Town Board meeting continued and was adjourned at approximately 10:25 p.m. by Councilmember Dodson and seconded by Councilmember Mastroianni. All agreed to adjourn the Town Board Meeting.

Councilmember Gallucci was absent

Diane M. Marco

Diane M. Marco, Town Clerk

MEETING OF THE
ROTTERDAM TOWN BOARD

February 28, 2024
7:00 PM
Agenda Review 6:30 PM

CALL TO ORDER
ROLL CALL
PLEDGE OF ALLEGIANCE
SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins
EXECUTIVE SESSION
PROCLAMATIONS
PRESENTATIONS
PUBLIC HEARING

- To recognize the introduction of Introductory Local Law ___ of 2024; a Change of Zone request on ±1.86 acres from Single Family Residential (R-1) and Retail Business (B-1) to General Business (B-2) to facilitate the construction of a ±3,975 square foot Stewart's Convenience Store with four (4) fueling islands. Property is located at Highbridge Road, Mercer Avenue, and Sherman Street and comprises 5 parcels of property known as Tax Map No. 59.16-2-10, 59.16-2-9.2, 59.16-2-9.1, 59.16-2-40.2 and 59.16-2-40.1. **Public Hearing kept open**
- For receipt of comment on the proposed Introductory Local Law No. __ of 2024; To amend §255-2 of Article I, Senior Citizens Exemptions; of the code of the Town of Rotterdam entitled, "Exceptions; implementation of statutory provisions" by increasing the exemption levels for Senior Citizens (RP-467). **Public Hearing closed**

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

12.24 Motion made to keep Public Hearing #1 open.

13.24 Motion made to close Public Hearing #2.

14.24 Motion made to go into executive session.

15.24 Motion to exit executive session.

RESOLUTIONS

108.24 Accepting Town Board meeting minutes. *Pg. 27*

109.24 To appoint Amanda Lawson to the position of Payroll Audit Clerk. *Pg. 62*

110.24 To authorize Change Orders No. 1, 2 and 3 with Bunkoff General Contractors Inc. for the Rotterdam Town Hall Renovations. *Pg. 68*

111.24 To authorize Change Order No. 1 with John W. Danforth Company for the Rotterdam Town Hall Renovations. *Pg. 92*

112.24 To accept bid and award contract for Sartoli Avenue & Kings Road Drainage Improvements and Roadway Reconstruction. *Pg. 100*

113.24 To accept bid and award contract for Generator Building Modifications. *Pg. 161*

114.24 To accept bid and award contract for On Call Electrical Construction Services. *Pg. 201*

115.24 To Declare Lead Agency for SEQR review on a change of zone request of 0.35 acres from Single Family Residential (R-1) to Light Industrial (I-1) for property located Tower Avenue and Chrisler Avenue. *Pg. 257*

116.24 To call for a public hearing on the proposed Introductory Local Law __ of 2024; To amend Chapter 270, Zoning, of the Town Code, relating to a change of zone from Single Family Residential (R-1) to Light Industrial (I-1) for property located at Tower Avenue and Chrisler Avenue. *Pg. 274*

117.24 To authorize an amendment to the agreement with Barton and Loguidice for Wastewater Treatment Plant Improvements-Supplement No. 3. *Pg. 290*

118.24 To allow operation of a kiosk at Kiwanis Park Boat Launch by Cornell University Cooperative Extension Saratoga County. *Pg. 315*

119.24 To enact Introductory Local Law No. 2 of 2024; To amend §255-2 of Article I, Senior Citizens Exemptions of the code of the Town of Rotterdam entitled, “Exceptions; Implementation of Statutory Provisions” by increasing the exemption levels for senior citizens (RP-467). *Pg. 319*

120.24 To accept a monetary donation from the Schenectady County Disabled Veterans Inc. for the Rotterdam Senior Citizens Center. *Pg. 330*

LIAISON REPORTS
MISCELLANEOUS

EXECUTIVE SESSION

- Personnel matter related to employee 02142024 with invited guest Nathaniel Nichols Esq. and Larry LaMora
- Personnel matter related to employee 02282024 with invited guest Nathaniel Nichols Esq.

ADJOURNMENT

Mollie A. Collins, Supervisor

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, February 28, 2024, at 7:00 p.m., the following motion passed:

MOTION 12.24

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to keep Public Hearing #1 open.

SECTION 2. This motion shall become effective February 28, 2024.

DATED: February 28, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci **(Absent)**			
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 was approved by the Town Board of the Town of Rotterdam on February 28, 2024 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 March 1, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM NY
Office Of The Town Clerk
Schenectady, County

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, February 28, 2024, at 7:00 p.m., the following motion passed:

MOTION 13.24

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to close Public Hearing #2.

SECTION 2. This motion shall become effective February 28, 2024.

DATED: February 28, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci **(Absent)**			
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 was approved by the Town Board of the Town of Rotterdam on February 28, 2024 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 March 1, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM NY
Office Of The Town Clerk
Schenectady, County

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, February 28, 2024, at 7:00 p.m., the following motion passed:

MOTION 14.24

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to go into executive session.

SECTION 2. This motion shall become effective February 28, 2024.

DATED: February 28, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci **(Absent)**			
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 was approved by the Town Board of the Town of Rotterdam on February 28, 2024 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 March 1, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM NY
Office Of The Town Clerk
Schenectady, County

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, February 28, 2024, at 7:00 p.m., the following motion passed:

MOTION 15.24

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to exit executive session.

SECTION 2. This motion shall become effective February 28, 2024.

DATED: February 28, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci **(Absent)**			
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 was approved by the Town Board of the Town of Rotterdam on February 28, 2024 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 March 1, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM NY
Office Of The Town Clerk
Schenectady, County

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, February 28, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 108.24

ACCEPTING TOWN BOARD MEETING MINUTES

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 adopts the minutes of the February 14, 2024 Town Board meeting as attached.

SECTION 2. This resolution shall become effective February 28, 2024

DATED: February 28, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci **(Absent)**			
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 February 28, 2024, 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 March 1, 2024.

Diane M. Marco

_____

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County NY

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, February 28, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 109.24

TO APPOINT AMANDA LAWSON TO THE POSITION OF PAYROLL AUDIT CLERK

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Amanda Lawson, of Rotterdam, New York 12306, is hereby appointed to the position of Payroll Audit Clerk, full time, provisionally, with full employee benefits, and subject to pre-employment background checks, at an annual salary of fifty thousand nine hundred fifty-five and 59/100 ($50,955.59) dollars, commencing February 29, 2024.

SECTION 2. This resolution shall become effective February 28, 2024.

DATED: February 28, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci **(Absent)**			
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 February 28, 2024, 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 March 1, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County, NY

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, February 28, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 110.24

TO AUTHORIZE CHANGE ORDERS NO. 1, 2 AND 3 WITH BUNKOFF GENERAL CONTRACTORS INC. FOR THE ROTTERDAM TOWN HALL RENOVATIONS

THEREFORE, UPON MOTION OF Councilmember **DODSON**, 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 Change Orders No. 1, 2 and 3 with Bunkoff General Contractors Inc, located at 790 Watervliet Shaker Road, Latham, NY 12110, for the Rotterdam Town Hall Renovations, Contract 1 – General Construction, for a cost deduction of $1,185.00 for roof railing modifications, a cost increase of $2,886.00 for infill and gypsum patch as required to infill 5 abandoned air conditioner unit openings, and a cost increase of $955.00 for modifications to Vestibule 101 ceiling, for a total cost increase of two thousand six hundred fifty six and 00/100 ($2,656.00) dollars, and a new contract sum totaling one million, one hundred thirty thousand, six hundred fifty six and 00/100 ($1,130,656.00) dollars.

SECTION 2. This resolution shall become effective February 28, 2024.

DATED: February 28, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci **(Absent)**			
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 February 28, 2024, 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 March 1, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Office Of The Town Clerk Schenectady, County NY

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, February 28, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 111.24

TO AUTHORIZE CHANGE ORDER NO. 1 WITH JOHN W. DANFORTH COMPANY FOR THE ROTTERDAM TOWN HALL RENOVATIONS

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 Change Order No. 1 with John W. Danforth, located at 5 Liebich Lane, Halfmoon, NY 12065, for the Rotterdam Town Hall Renovations, Contract 2 – Mechanical Construction, for the removal of four (4) abandoned air conditioner units and associated components within the Department of Public Works, for a cost increase of three thousand four hundred three and 90/100 ($3,403.90) dollars, and a new contract sum totaling one hundred eighty one thousand, three hundred three and 90/100 ($181,303.90) dollars.

SECTION 2. This resolution shall become effective February 28, 2024.

DATED: February 28, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci **(Absent)**			
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 February 28, 2024, 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 March 1, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM NY
Office Of The Town Clerk
Schenectady, County

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, February 28, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 112.24

TO ACCEPT BID AND AWARD CONTRACT FOR SARTOLI AVENUE & KINGS ROAD DRAINAGE IMPROVEMENTS AND ROADWAY RECONSTRUCTION

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 on February 13, 2024 posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (http://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:

SARTOLI AVENUE & KINGS ROAD DRAINAGE IMPROVEMENTS AND ROADWAY RECONSTRUCTION

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

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 for Sartoli Avenue & Kings Road Drainage Improvements and Roadway Reconstruction for the Town of Rotterdam to Carver Construction Inc., located at PO Box 890, 2170 River Road, Coeymans, NY 12045, with a bid amount not to exceed one million four hundred fifty-eight thousand, one hundred forty-five and 00/100 ($1,458,145.00) dollars.

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

SECTION 3. This resolution shall become effective February 28, 2024.

DATED: February 28, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci **(Absent)**			
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 February 28, 2024, 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 March 1, 2024.

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 John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, February 28, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 113.24

TO ACCEPT BID AND AWARD CONTRACT FOR GENERATOR BUILDING MODIFICATIONS

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 on February 13, 2024 posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (http://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:

GENERATOR BUILDING MODIFICATIONS

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 does hereby accept and award the bid for Generator Building Modifications for the Town of Rotterdam to Bubonia Holding Corp., located at 18 West Albany Drive, Albany, NY 12205, with a bid amount not to exceed forty-seven thousand eight hundred ninety and 00/100 ($47,890.00) dollars.

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

SECTION 3. This resolution shall become effective February 28, 2024.

DATED: February 28, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci **(Absent)**			
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 February 28, 2024, 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 March 1, 2024.

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 John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, February 28, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 114.24

TO ACCEPT BID AND AWARD CONTRACT FOR ON CALL ELECTRICAL CONSTRUCTION SERVICES

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 on February 8, 2024 posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (http://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:

ON CALL ELECTRICAL CONSTRUCTION SERVICES

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 does hereby accept and award the bid for On Call Electrical Construction Services**,** as needed for the Town of Rotterdam to Spring Electric, located at 93 Blue Factory Road Averill Park, NY 12018, at the hourly rates, overhead and profit percentages per the attached spreadsheet, related to water and wastewater work only.

SECTION 2. The Town Board of the Town of Rotterdam does hereby accept and award the bids for On Call Electrical Construction Services**,** as needed for the Town of Rotterdam to Twin Electrical Solutions, located at 28 Clinton Court North Stillwater, NY 12170 and Comalli, located at 111 Exchange Street Albany, NY 12205, at the hourly rates, overhead and profit percentages per the attached spreadsheet, related to services needed for town buildings, residential and light commercial work only on a rotational basis.

SECTION 3. The Supervisor of the Town of Rotterdam is hereby authorized to execute a contract with said bidder in accordance with the terms of the bid proposal as submitted. Summary of bid prices are on file in the Town Clerk's office.

SECTION 4. This resolution shall become effective February 28, 2024.

DATED: February 28, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci **(Absent)**			
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 February 28, 2024, 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 March 1, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM NY
Office Of The Town Clerk
Schenectady, County

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, February 28, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 115.24

TO DECLARE LEAD AGENCY FOR SEQR REVIEW ON A CHANGE OF ZONE REQUEST OF 0.35 ACRES FROM SINGLE FAMILY RESIDENTIAL (R-1) TO LIGHT INDUSTRIAL (I-1) FOR PROPERTY LOCATED TOWER AVENUE AND CHRISLER AVENUE

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 declares the Town Board as Lead Agency under 6NYCRR Part 617 SEQR (State Environmental Quality Review) in connection to the proposed change of zone on 0.35 acres from Single Family Residential (R-1) to Light Industrial (I-1) to construct a ±2,000 square foot storage garage located at the corner of Tower Avenue and Chrisler Avenue (Tax Map No. 59.7-10-1.12).

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Senior Planner to prepare, file, publish, and distribute all documents as necessary to comply with 6NYCRR Part 617 SEQR.

SECTION 3. This resolution shall become effective February 28, 2024.

DATED: February 28, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci **(Absent)**			
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 February 28, 2024, 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 March 1, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM NY
Office Of The Town Clerk
Schenectady, County

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, February 28, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 116.24

TO CALL FOR A PUBLIC HEARING ON THE PROPOSED INTRODUCTORY LOCAL LAW __ OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE FROM SINGLE FAMILY RESIDENTIAL (R-1) TO LIGHT INDUSTRIAL (I-1) FOR PROPERTY LOCATED AT TOWER AVENUE AND CHRISLER AVENUE

WHEREAS, the Town Board passed Resolution No. 94.24 to recognize the introduction of Introductory Local Law __ of 2024; To amend Chapter 270, Zoning, of the Town Code, for a change of zone from Single Family Residential (R-1) to Light Industrial (I-1); and

WHEREAS, the Planning Commission, on February 20, 2024 issued a positive recommendation on the change of zone requested by the applicant.; and

WHEREAS, the Town Board Declared Lead Agency on the Change of Zone application under 6NYCRR Part 617 State Environmental Quality Review (SEQR) on February 28, 2024; NOW

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 Town Clerk to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the **Rotterdam Senior Citizens Center, 2639 Hamburg St, Schenectady, NY 12303**, at 7:00 p.m. on the 13th day of March, 2024 for the following purpose:

> To recognize the introduction of Introductory Local Law No. ____ of 2024; To amend Chapter 270, Zoning, of the Town Code, for a change of zone of approximately ±0.35 acres from Single Family Residential (R-1) to Light Industrial (I-1), located at the corner of Tower Avenue and Chrisler Avenue (Tax Map No. 59.7-10-1.12), to facilitate the construction of a ±2,000 square foot storage garage.

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

DATED: February 28, 2024
Daily Gazette: Please publish once on March 1, 2024
Town Clerk
Post

SECTION 2. This resolution shall become effective February 28, 2024.

DATED: February 28, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci **(Absent)**			
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 February 28, 2024, 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 March 1, 2024.

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 John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, February 28, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 117.24

TO AUTHORIZE AN AMENDMENT TO THE AGREEMENT WITH BARTON AND LOGUIDICE FOR WASTEWATER TREATMENT PLANT IMPROVEMENTS-SUPPLEMENT NO. 3

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 and Loguidice, located at 10 Airline Drive, Suite 200, Albany, New York 12205, for professional engineering services for the Wastewater Treatment Plant Improvements, for assistance submitting a NYSDEC WQIP Application and Additional Treatment Processes Design Services (Dichlorination/Phosphorus removal) in an amount not to exceed two hundred forty five thousand and 00/100 ($245,000.00) dollars, for a new total contract amount not to exceed one million two hundred forty five thousand and 00/100 ($1,245,000.00) dollars.

SECTION 2. This resolution shall become effective February 28, 2024.

DATED: February 28, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci **(Absent)**			
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 February 28, 2024, 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 March 1, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM NY Office Of The Town Clerk Schenectady, County

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, February 28, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 118.24

TO ALLOW OPERATION OF A KIOSK AT KIWANIS PARK BOAT LAUNCH BY CORNELL UNIVERSITY COOPERATIVE EXTENSION SARATOGA COUNTY

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 approves the request of Cornell University Cooperative Extension Saratoga County, 50 West High Street, Ballston Spa, New York, 12020, to operate a kiosk at Kiwanis Park boat launch from May 23, 2024 through September 2, 2024, pursuant to the terms and conditions set forth in its request dated February 21, 2024, at no cost to the Town, on the following condition: that Cornell University Cooperative Extension Saratoga County provide proof of insurance covering the subject period and naming the Town of Rotterdam as an additional insured thereunder.

SECTION 2. This resolution shall become effective February 28, 2024.

DATED: February 28, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci **(Absent)**			
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 February 28, 2024, 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 March 1, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM NY
Office Of The Town Clerk
Schenectady, County

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, February 28, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 119.24

TO ENACT INTRODUCTORY LOCAL LAW NO. 2 OF 2024; TO AMEND §255-2 OF ARTICLE I, SENIOR CITIZENS EXEMPTIONS OF THE CODE OF THE TOWN OF ROTTERDAM ENTITLED, "EXCEPTIONS; IMPLEMENTATION OF STATUTORY PROVISIONS" BY INCREASING THE EXEMPTION LEVELS FOR SENIOR CITIZENS (RP-467)

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 2 of 2024.

SECTION 2. The Town Clerk is directed, following consultation with the Attorney to the Town, to file said Local Law in final form with the New York State Department of State.

SECTION 3. This resolution shall become effective February 28, 2024.

DATED: February 28, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci **(Absent)**			
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 February 28, 2024, 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 March 1, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM NY
Office of the Town Clerk
Schenectady, County

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, February 28, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 120.24

TO ACCEPT A MONETARY DONATION FROM THE SCHENECTADY COUNTY DISABLED VETERANS INC. FOR THE ROTTERDAM SENIOR CITIZENS CENTER

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby accepts a monetary donation from the Schenectady County Disabled Veterans Inc., in the amount of five hundred and 00/100 ($500.00) dollars, for the Rotterdam Senior Center.

SECTION 2. The funds shall be made available to the Rotterdam Senior Citizens Center by increasing the budget of "Programs For The Aging" (A-6772) by $500.00.

SECTION 3. This resolution shall become effective February 28, 2024

DATED: February 28, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci **(Absent)**			
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 February 28, 2024, 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 March 1, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM NY
Office of the Town Clerk
Schenectady, County

RESOLUTION NO. 122.24

TO ACCEPT REVENUE FOR TOWN CLERK'S OFFICE FOR FEBRUARY 2024

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for the month of February 2024, has been placed on file and the Town Clerk's check in the amount of four thousand four hundred ninety-six dollars and 26/100 ($4,496.26) has been submitted to the supervisor for deposit.

SECTION 2. This resolution shall become effective March 13, 2024

DATED: March 13, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

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: March 1, 2024

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: Revenue received for February $4,496.26 in the Town Clerks office.

TO BE PLACED ON TOWN BOARD AGENDA OF: March 13, 2024

TO BE PLACED ON TOWN BOARD MEETING OF: March 13, 2024

Background Information: Attached

Evaluation/Analysis: Increase revenue for the Town.

Recommendation(s): To place on the Town Board Agenda and Town Board meeting of March 13, 2024

Attachment/Documents(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Diane M. Marco, Town Clerk

Town Clerk Monthly Report
February 01, 2024 - February 29, 2024

Account Description	Fee Description	Account#	Qty	Local Share
Conservation	Conservation	A1255	6	7.36
			Sub-Total:	**$7.36**
Dog Licensing	Female, Spayed	A2544	72	1,008.00
Dog Licensing	Female, Unspayed	A2544	13	221.00
Dog Licensing	Male, Neutered	A2544	66	924.00
Dog Licensing	Male, Unneutered	A2544	11	187.00
			Sub-Total:	**$2,340.00**
Ez pass	Ez Pass	A1255	1	25.00
			Sub-Total:	**$25.00**
GENERAL LIC.	Waste Hauler Permit	A2590	17	1,275.00
			Sub-Total:	**$1,275.00**
Late Fees	Late Fee -Dog Renewal	A1550	20	200.00
			Sub-Total:	**$200.00**
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	3	52.50
			Sub-Total:	**$52.50**
Misc	Misc		8	231.40
			Sub-Total:	**$231.40**
MISC. FEES	Certified Copies	A1255	75	750.00
MISC. FEES	Insufficient Funds	A1255	2	40.00
			Sub-Total:	**$790.00**
PERMIT FEES	Garage Sale	A2590	2	10.00
			Sub-Total:	**$10.00**
Senior Discount	Senior Discount	A2544	44	-435.00
			Sub-Total:	**-$435.00**
			Total Local Shares Remitted:	**$4,496.26**

Amount paid to:	NYS Ag. & Markets for spay/neuter program	210.00
Amount paid to:	NYS Environmental Conservation	112.64
Amount paid to:	State Health Dept. For Marriage Licenses	67.50

Total State, County & Local Revenues:	**$4,886.40**	**Total Non-Local Revenues:**	**$390.14**

To the Supervisor:

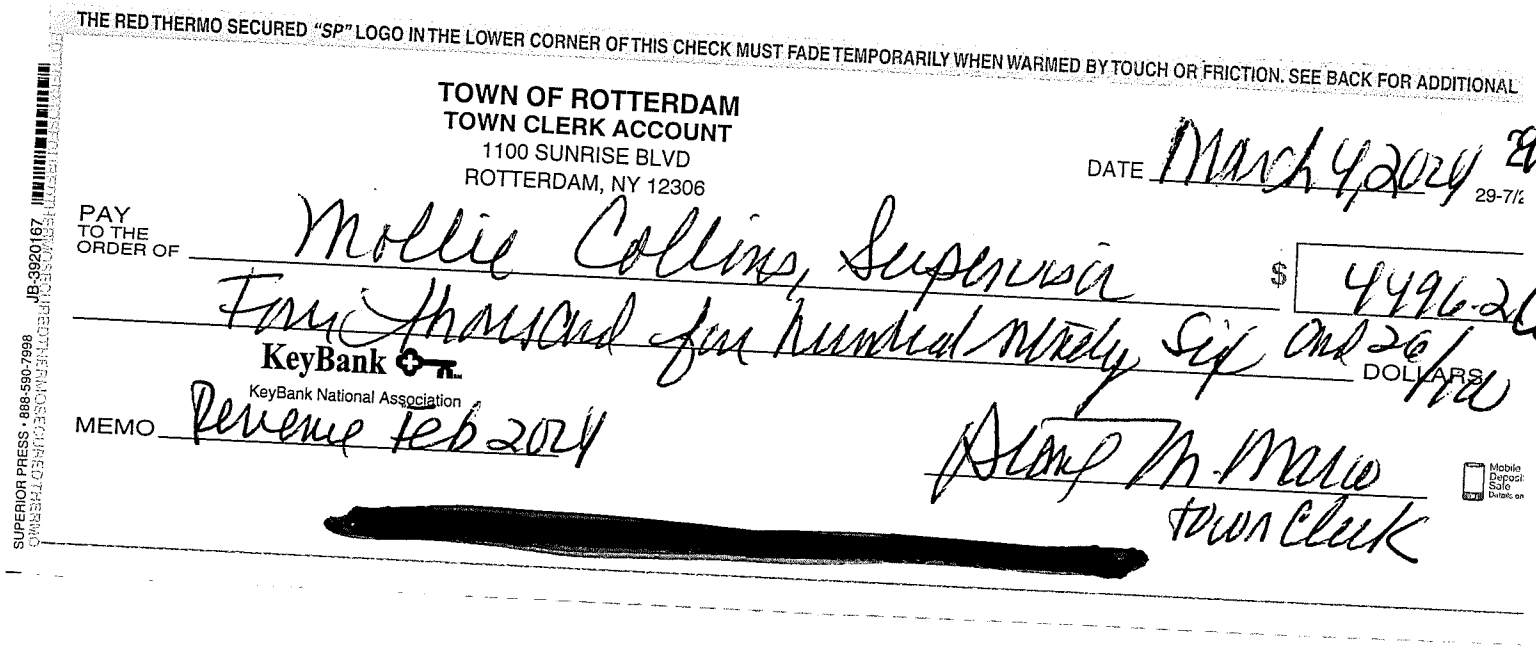
Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Diane M. Marco, Town Clerk, Town of Rotterdam during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

Mollie A. Collins — Supervisor — 3/1/2024 — Date

Diane M. Marco — Town Clerk — 3/1/2024 — Date

Monthly Worksheet of Daily Work
February 2024

DATE	AMOUNT DEPOSITED	DEC LICENSE SALES	DEC PORTION	TOWN PORTION	DOG AMOUNT PAID	STATE AG MKTS PORTION	TOWN PORTION	MARRIAGE FEE PAID	STATE DOH PORTION	TOWN PORTION	Bingo Games of chance 3%	STATE BINGO/ GAMES CHANCE	TOWN PORTION	EZ PASS	ONE Day Officiant
2/1/2024	$253.48	$0.00	$0.00	$0.00	$195.00	$21.00	$174.00	$0.00	$0.00	$0.00	$18.48	$0.00	$0.00	$0.00	$0.00
2/2/2024	$196.85	$0.00	$0.00	$0.00	$145.00	$12.00	$133.00	$0.00	$0.00	$0.00	$11.85	$0.00	$0.00	$0.00	$0.00
2/5/2024	$350.00	$25.00	$23.62	$1.38	$265.00	$24.00	$241.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2/6/2024	$96.00	$0.00	$0.00	$0.00	$51.00	$8.00	$43.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25.00	$0.00
2/7/2024	$155.00	$25.00	$23.62	$1.38	$110.00	$9.00	$101.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2/8/2024	$251.00	$0.00	$0.00	$0.00	$51.00	$8.00	$43.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2/9/2024	$191.74	$0.00	$0.00	$0.00	$91.00	$12.00	$79.00	$40.00	$22.50	$17.50	$40.74	$0.00	$0.00	$0.00	$0.00
2/12/2024	$245.66	$0.00	$0.00	$0.00	$120.00	$10.00	$110.00	$0.00	$0.00	$0.00	$45.66	$0.00	$0.00	$0.00	$0.00
2/13/2024	$65.00	$0.00	$0.00	$0.00	$45.00	$3.00	$42.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2/14/2024	$118.91	$0.00	$0.00	$0.00	$65.00	$5.00	$60.00	$0.00	$0.00	$0.00	$53.91	$0.00	$0.00	$0.00	$0.00
2/15/2024	$195.00	$30.00	$27.62	$2.38	$85.00	$8.00	$77.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2/16/2024	$59.47	$5.00	$4.72	$0.28	$25.00	$3.00	$22.00	$0.00	$0.00	$0.00	$19.47	$0.00	$0.00	$0.00	$0.00
2/20/2024	$210.00	$0.00	$0.00	$0.00	$140.00	$15.00	$125.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2/21/2024	$215.00	$0.00	$0.00	$0.00	$140.00	$12.00	$128.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2/22/2024	$181.00	$0.00	$0.00	$0.00	$141.00	$15.00	$126.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
2/23/2024	$124.14	$5.00	$4.72	$0.28	$85.00	$8.00	$77.00	$0.00	$0.00	$0.00	$34.14	$0.00	$0.00	$0.00	$0.00
2/26/2024	$113.15	$30.00	$28.34	$1.66	$66.00	$8.00	$58.00	$0.00	$0.00	$0.00	$7.15	$0.00	$0.00	$0.00	$0.00
2/27/2024	$1,450.00	$0.00	$0.00	$0.00	$110.00	$12.00	$98.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2/28/2024	$260.00	$0.00	$0.00	$0.00	$90.00	$10.00	$80.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2/29/2024	$155.00	$0.00	$0.00	$0.00	$95.00	$7.00	$88.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
Audited by dmm 2/29/2024	**$4,886.40**	$120.00	**$112.64**	**$7.36**	$2,115.00	**$210.00**	**$1,905.00**	$120.00	**$67.50**	**$52.50**	**$231.40**	**$0.00**	**$0.00**	**$25.00**	**$0.00**



THE RED THERMO SECURED "SP" LOGO IN THE LOWER CORNER OF THIS CHECK MUST FADE TEMPORARILY WHEN WARMED BY TOUCH OR FRICTION. SEE BACK FOR ADDITIONAL

TOWN OF ROTTERDAM
TOWN CLERK ACCOUNT
1100 SUNRISE BLVD
ROTTERDAM, NY 12306

DATE March 4 2024 2937
29-7/2

PAY TO THE ORDER OF Mollie Collins, Supervisor $ 4496.26

Four Thousand four hundred Ninety Six and 26/100 DOLLARS

KeyBank
KeyBank National Association

MEMO Revenue Feb 2024

Diane M. Mario
Town Clerk

Mobile Deposit Safe Details on

SUPERIOR PRESS • 888-590-7998 JB-3920167

RESOLUTION NO. 123.24

TO APPROVE BUDGET TRANSFERS TO THE 2023 AND 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 **2023** are hereby audited and approved:

Fund	*Account No.*		*Title*	*Amount*
Hwy	DA5130 4145	FROM:	Equip. Repair	-181.22
Hwy	DA5130 4709	INTO:	Hwy Machinery Misc.	+181.22
Hwy	DA5130 4145	FROM:	Equipment Repair	-2,379.30
Hwy	DA5130 4712	INTO:	Hwy Grease Oil Lube.	+2,379.30

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 transfers to the various accounts for **2024** are hereby audited and approved:

Fund	*Account No.*		*Title*	*Amount*
General	A6772 4270	FROM:	Misc. Expense	-500.00
General	A6772 4305	INTO:	Auto Maint. & Repairs	+500.00

SECTION 2. This resolution shall become effective March 13, 2024.

DATED: March 13, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

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: **March 8, 2024**

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

FROM: **Comptroller's Office**

TITLE OF REQUEST**:** To approve budget transfers to the 2024 budget.

TOWN BOARD MEETING**:** To be placed on the Town Board Meeting of March 13, 2024

Background Information: Budget transfers are needed to correct lines.

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 March 13, 2024 and approve the transfer.

Attachment/Document(s): Memo: Linda Testa, James Keith

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Memorandum

To: Mollie Collins

From: Linda Testa, Project Coordinator, Office of The Aging

Subject: Budget Transfer

Date: March 1, 2024

Please transfer the following funds to cover expenses:

From: A6772 4270 Misc. Expense **Amount** $500.00

To: A6772 4305 Auto Maintenance & Repairs **Amount** $500.00

Thank you!

Memorandum

To: Mollie Collins, Supervisor

From: Larry Lamora, Highway Superintendent

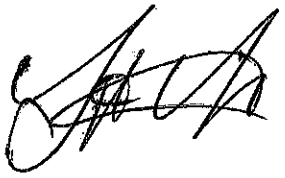
Subject: Budget Transfer

Date: November 6, 2023

Please transfer the following funds to cover 2023 expenses:

From: DA5130-4145 Equipment Repair	**Amount: -$181.22**
To: DA5130-4709 Hwy Machinery Misc.	**Amount: +$181.22**
From: DA5130-4145 Equipment Repair	**Amount: -$2,379.30**
To: DA5130-4712 Hwy Grease Oil Lubricants	**Amount: +$2,379.30**

Thank you,



Larry Lamora
Highway Superintendent

Cc: Paul Sebesta

RESOLUTION NO. 124.24

TO APPROVE BUDGET TRANSFERS OF GAS AND DIESEL TO THE 2023 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 **GAS** transfers to the various accounts for 2023 are hereby audited and approved:

Fund	***Account No.***		***Title***	***Amount***
General	A3120 4302	FROM:	Patrol Vehicle Gas	-18,696.96
General	A3310 4302	FROM:	Traffic Control Gas	-581.76
General	A3620 4302	FROM:	Safety Insp Gas	- 0
General	A7110 4302	FROM:	Parks Gas	-2,143.88
General	A1355-4302	FROM:	Assessor	- 0
General	A3410 4302	FROM:	Fire Fight Gas	-3,233.58
General	A5132 4304	INTO:	Central Gas Expenditure	+24,656.18
Highway	DA5110 4304	FROM:	Fuel General	-1,682.62
Highway	DA5140 4304	FROM:	Fuel Brush & Weed	-1,832.56
General	A5132 4304	INTO:	Central Gas Expenditure	+3,515.18
S2	S28120 4302	FROM:	S2 Gas Oil Lube	-2,036.85
General	A5132 4304	INTO:	Central Gas Expenditure	+2,036.85
W5	W58340 4302	FROM:	W5 Gas Oil Lube	-1,914.37
General	A5132 4304	INTO:	Central Gas Expenditure	+1,914.37

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** transfers to the various accounts for 2023 are hereby audited and approved:

Fund	***Account No.***		***Title***	***Amount***
General	A8189 4302	FROM:	Landfill Gas	-2,576.99
General	A4160-4162	FROM:	Compost Tub Grinder	- 0
General	A3410 4302	FROM:	Fire Fight Gas	-2,051.46
Highway	DA5148 4304	INTO:	Central Diesel Expenditure	+4,628.45
Highway	DA5110 4304	FROM:	Fuel General	-7,353.84

DRAFT

Highway	DA5140 4304	FROM:	Fuel Brush & Weed	-8,189.01
Highway	A5132 4304	INTO:	Central Diesel Expenditure	+15,542.85
S2	S28120 4302	FROM:	S2 Gas Oil Lube	-819.42
Highway	DA5148 4304	INTO:	Central Diesel Expenditure	+819.42
W5	W58340 4302	FROM:	W5 Gas Oil Lube	-806.42
Highway	DA5148 4304	INTO:	Central Diesel Expenditure	+806.42

SECTION 3. This resolution shall become effective March 13, 2024

DATED: March 13, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

RESOLUTION NO. 125.24

CALL FOR BIDS FOR ON-CALL FENCING CONSTRUCTION AND REPAIR SERVICES

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 On-Call Fencing Construction and Repair Services.

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 3rd day of April, 2024, 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 the 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:

ON-CALL FENCING CONSTRUCTION AND REPAIR SERVICES

Digital Copies of Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFP 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 ELECTRONICALLY, OR IN PERSON TO THE TOWN CLERK PRIOR TO 10:30 A.M., WEDNESDAY, APRIL 3, 2024

ALL HANDLING COSTS (MAIL, DELIVERY SERVICES, PRINTING ETC.) SHALL BE THE RESPONSIBILITY OF THE BIDDER

DRAFT

The Town Board reserves the right to 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: March 13, 2024
BidNet: Please publish on March 14, 2024
Daily Gazette: Please publish on March 15, 2024
Town Clerk Post

SECTION 3. This resolution shall become effective March 13, 2024.

DATED: March 13, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

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: March 5, 2024

TO: Town Board

FROM: Fred Mastroianni, P.E., Town Consultant Engineer

TITLE OF REQUEST: To authorize the Town Board to obtain sealed bids for on-call fencing construction and repair services.

TOWN BOARD MEETING: March 13, 2024

Background Information: The Town's Department of Public Works would like to have a list of qualified contractors to replace or repair as needed fencing on town properties. The intent is to have a list of no more than three contractors. The selection of contractors will be based upon "Best Value" methodology that includes qualifications, experience, references, hourly rates, overhead and profit percentages.

Evaluation/Analysis: Once bids are received, the Town can evaluate if this on-call method is preferred with respect to time and cost.

Recommendation(s): I recommend that the Town Board approve obtaining sealed construction bids for on-call fencing construction and repair services. Depending upon the bids received, the Town has the option to reject all bids if the cost does not appear to be reasonable.

Attachment/Document(s): Bid Documents

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Town of Rotterdam

Request for Bids (RFB)

On-Call Fencing Construction and Repair Services

Bid Opening:

April 3, 2024

@ 10:30 AM.

TOWN OF ROTTERDAM

ADVERTISEMENT FOR BIDS

Sealed bids for the furnishing of all labor and material necessary for the Town of Rotterdam On-Call Fencing Contractor Services will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 10:30 AM local time on Wednesday, April 3, 2024, at which time and place they will be publicly opened and read aloud.

Bids will be received for the following Contract:

On-Call Fencing Contractor Services: The work shall include providing all labor, materials and equipment, and other means of construction necessary and incidental for the removal, repair or replacement of fencing that are damaged as determined by the Town, on an as needed basis.

Digital copies of Bidding Documents may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of Bidding Documents obtained from any other source are not considered official copies. Neither Owner nor Engineer can guarantee the accuracy, and are not responsible for any errors contained in documents obtained from an alternate source. Only those vendors who obtain documents from the BidNet system are guaranteed to receive addendum information, if such information is issued.

Each Bid must be submitted on the prescribed Bid Form and subject to the conditions provided in the Information for Bidders. No Bidder may withdraw the bid within forty-five (45) days after the actual date of opening thereof. The bid shall be for the year 2024 construction season.

There will be no formal Pre-Bid Meeting held, but any Bidder that has any questions shall contact Jim Keith of the Department of Public Works at (518) 355-7575 extension 340 to discuss this on-call electrical contractor services.

Bidders shall not include in their bid sales and compensating use taxes on the cost of any materials which are to be incorporated into the work and which are to be separately sold by the Contractor to the Town of Rotterdam prior to incorporation into the work of the Contract.

The attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract.

The right is reserved to waive any informalities in the Bid and to reject any or all Bids.

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

On-Call Fencing Construction and Repair Services

A. QUALIFICATIONS, EXPERIENCE AND REFERENCES

Section 1: Previous Experience in providing a superior level of service on like-sized public and/or private projects:

Answer the following:

1. How many years has your company been in business under its present business name? _____

2. Describe your previous experience providing fencing contractor construction, maintenance and repair services to like-sized public agencies and/or private companies:_____

_____

_____

_____

3. Provide five (5) Client References (Name, address, phone number and E-Mail address):

Client 1 _____

Client 2_____

Client 3 _____

Client 4_____

Client 5_____

4. Names of Staff to be assigned to the on-call contract and number of years of fencing installation experience:

a. Fencing Supervisor _____

b. Fencing Laborer _____

c. Fencing Equipment Operator_____

B. LABOR RATES

The following labor rates are to be listed by craft and classification and are to include base wages, benefits, taxes, insurance, and payroll costs complete. Overhead and profit are not to be included:

1. Fencing Labor Rate (8 hours) Hourly Rate _____
2. Fencing Labor Rate (weekdays OT) Hourly Rate_____
3. Fencing Labor Rate (weekends & holidays) Hourly Rate _____
4. Fencing Supervisor Rate (8 hours) Hourly Rate _____
5. Fencing Supervisor Rate (weekdays OT) Hourly Rate _____
6. Fencing Supervisor Rate (weekends & holidays) Hourly Rate _____
7. Fencing Equipment Operator (8 hours) Hourly Rate_____
8. Fencing Equipment Operator (weekdays OT) Hourly Rate_____
9. Fencing Equipment Operator (weekends & holidays) Hourly Rate_____

If there are any other laborer rates that may be needed on a project for a particular project, the Town and Contractor will agree on an approved rate prior to the start of the project.

C. OVERHEAD AND PROFIT

Overhead and profit mark-up shall be based upon the total cost of labor, material and equipment needed to install new fencing or replace deteriorated fencing for each project. Below provide a percentage of the overall overhead and profit to be charged to the Town.

Percentage _____

D. MATERIALS

The Material cost will not be part of the bid evaluation. The contractor shall provide the Town as part of the overall cost of the project, with a listing of all materials needed for the fence installation and their associated cost. The contractor, by submitting this bid, agrees not to include any markup to the material cost.

In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

_____

_____

_____

_____

By signing and dating below, the contractor understands and accepts all terms, condition and cost associated with each fencing repair or replacement project:

SUBMITTED on _____ 2024.

The entire bid is strictly in accordance with the specification set forth in the bid documents herein.

_____

Signature

_____

Name of Company or Corporation

_____

Address

_____

City ***State*** ***Zip***

_____

Email

I understand if I am chosen as the lowest responsible bidder, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies and guidance, including the State of New York's newly released guidance on sexual harassment. By submitting a bid, I acknowledge receipt of the Town of Rotterdam *"Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace"* Policy.

SECTION 1: INSTRUCTIONS TO BIDDERS (ITB)

1. All bids must be submitted before **10:30 a.m. on Wednesday April 3, 2024**, the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:30 a.m. on Wednesday April 3, 2024** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. 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.

3. Digital Copies of this Request for Bid may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFB 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, RFB or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) 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.

4. Purchases made for the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.

5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.

6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.

7. Bid proposals shall remain firm, pending bid award, for the year 2024 construction season.
8. The Town Board reserves the right to reject any or all bids and re-advertise.
9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings and/or grounds of the Town of Rotterdam as specified (if applicable).
10. Delivery(if applicable): Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.
11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.
12. The Town Board of the Town of Rotterdam reserves the right to waiver any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.
13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.
14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFB shall be disqualified and the bid shall be rejected.

SECTION 2: NON-COLLUSION BIDDING CERTIFICATION

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certificating, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Company: _____

Signed by:_____ Title:_____

Signature: _____ Date:_____

Email: _____

SECTION 3: RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

Resolved that _____ be authorized to sign and submit the bid or proposal of this corporation for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ _____ corporation at a meeting of its board of directors held on the _____ day of _____ _____, **20__.**

(SEAL OF THE CORPORATION)

_____

Signature of Secretary

INDIVIDUAL EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

I, _____ hereby sign and submit this bid or proposal for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of this individual, and for any inaccuracies or misstatements in such certificate this individual bidder shall be liable under the penalties of perjury.

_____ _____

Signature of Individual Date

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

The undersigned bidder agrees to sign a Waiver of Immunity Clause agreeing if called before a Grand Jury to testify concerning the bid or contract, to sign a Waiver of Immunity against Criminal transaction, bid or contract:

Name of Firm:_____

Signed by:_____ Title: _____

Signature:_____ Date:_____

SECTION 4: NON-DESCRIMINATION AND HARRASSMENT (Including Sexual Harassment) IN THE WORKPLACE

Policy Statement – It is the policy of the Town of Rotterdam to promote a productive work environment and to prohibit conduct by any Elected Official or employee (as defined in Section 104 of the Employee Handbook) that disrupts or interferes with another's work performance or that creates an intimidating, offensive, or hostile work environment. In keeping with this goal, the Town is committed to educate Elected Officials and employees in the recognition and prevention of workplace discrimination and harassment, including sexual harassment, and to provide an effective means of eliminating such discrimination and harassment from the workplace. In short, the Town does not tolerate any form of discrimination or harassment, including sexual harassment, and will take all steps necessary to prevent and stop the occurrence of such activity in the workplace. The accompanying complaint procedure is intended to provide an effective mechanism for reporting, and resolving promptly, complaints of discrimination and harassment, including sexual harassment, without any risk of repercussion to any individual covered by this policy who, in good faith, files such complaint.

Applicability of Policy – This policy applies to all Elected Officials, Appointed Members of Boards and Commissions, employees, supervisors, and Department Heads, whether employed full or part-time, temporary or seasonal, paid or unpaid interns, volunteers, and those employed by companies contracting to provide services in the workplace. Depending on the extent of the Town's exercise of control, this policy may be applied to the conduct of non-Town employees with respect to harassment of Town employees in the workplace.

Prohibited harassment (including sexual harassment) is not limited to the physical workplace itself. It can occur while Elected Officials, employees or other individuals covered by this policy are traveling for Town business or at Town sponsored events or parties. Calls, texts, emails, and social media usage by employees or other individuals covered by this policy can constitute workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Prohibited Activity – No Elected Official, employee or other individuals covered by this policy shall engage in any of the following:

- Harassment: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy,

age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

- Discrimination: The Town of Rotterdam is an Equal Opportunity Employer. The Town does not unlawfully discriminate on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Unlawful discrimination based on membership in these categories is prohibited by applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, assignments, compensation, promotion, transfer, training, leave of absence, and termination.

Definition of Sexual Harassment – This policy places special attention on the prohibition of sexual harassment in the workplace.

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of Sexual Harassment - The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
    - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
    - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
    - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
    - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
    - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
    - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
    - Sabotaging an individual's work;
    - Bullying, yelling, name-calling.

Prohibition Against Retaliation – Unlawful retaliation can be any action that could discourage an employee from coming forward to make or support a claim of discrimination or harassment, including sexual harassment. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Unlawful retaliation against any employee who has engaged in "protected activity" is strictly prohibited by this policy as well as (where applicable) federal, state, and local law. Protected activity occurs when a person has:

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;
- opposed harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or management of harassment or discrimination;
- reported that another employee has been subjected to harassment or discrimination;
- encouraged a fellow employee to report harassment or discrimination;
- participated in a workplace investigation regarding harassment or discrimination;
- testified or assisted in a proceeding involving harassment or discrimination under the Human Rights Law or other anti-discrimination laws.

Even if the alleged discrimination or harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of discrimination or harassment.

Reporting of Discrimination and Harassment (including Sexual Harassment) – Reports of alleged discrimination and/or harassment (including sexual harassment) or retaliation may be made verbally or in writing. A form for the submission of a written complaint is attached to this policy and individuals are encouraged to use this form. If an individual chooses to submit a verbal complaint, such complaint will be recorded by the receiver of this complaint on this form. Employees are encouraged to report incidents of discrimination, harassment (including sexual harassment), or retaliation to their Department Head and/or the Town Supervisor as soon as possible after their occurrence. If the employee's Department Head is believed to be involved in the incident, or if the employee is not comfortable in addressing the incident with the Department Head, the report should be made directly to the Town Supervisor. If the Town Supervisor is believed to be involved in the incident or the employee is not comfortable reporting the incident to the Town Supervisor, the employee should report the incident to a member of the Town Board. Employees who believe they have been discriminated against or harassed and would like to obtain guidance as to how to proceed in filing a complaint, should contact their immediate supervisor, their Department Head, the Town Supervisor, or any member of the Town Board. Employees who work during off-hours are encouraged to contact their supervisor, their Department Head, the Town Supervisor, or any member of the Town Board at home if these individuals do not work during the employee's shift. Non-employees are encouraged to report incidents of alleged discrimination and harassment (including sexual harassment) to either the Department Head of the department where services are being provided, the Town Supervisor, or a member of the Town Board.

Supervisory Responsibility – Supervisory personnel must make every effort to ensure a work environment that is free from discrimination and harassment, including sexual harassment. Any Department Head or supervisor who receives a complaint or information about suspected prohibited activity (as outlined above), observes behavior that may constitute prohibited activity, or for any reason suspects that prohibited activity is occurring, is required to report such suspected prohibited activity to the Town Supervisor, or any member of the Town Board.

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

Investigation of Complaint – The Town Supervisor, in consultation with the Town Board, will determine the appropriate individual(s) to conduct the investigation. All complaints pursuant to this policy, whether reported in verbal or written form, will be investigated promptly, thoroughly, and in as impartial a manner as possible. The investigation will normally include conferring with the parties involved and any named or apparent witnesses. All employees are required to cooperate in an investigation, if so directed. All persons involved, including complainants, witnesses and alleged perpetrators will be accorded due process to protect their rights to a fair and impartial investigation. All relevant materials, including all electronic communications, documents, emails or phone records that are relevant to the allegations will also be considered. A written report will be prepared documenting the results of the investigation. The individual who reported the complaint and the individual about whom the complaint was made will be notified of the final determination.

Confidentiality – Complaints of discrimination and harassment, including sexual harassment, will be handled and investigated promptly and in a manner that is as impartial and confidential as possible. In no event will information concerning a complaint be released by the Town to third parties or to anyone within the Town employment who is not directly involved in the investigation or handling of the complaint unless otherwise required by law.

Corrective Action and Discipline – Any employee who is found to have violated any aspect of this policy will be subject to corrective or disciplinary action, up to and including termination of employment, as provided by Town operating procedures, including Civil Service Law Section 75, or a collective bargaining agreement. Any Elected Official who violates this policy will be subject to remedial action as provided for and/or allowed under NYS Public Officers Law, as well as any other applicable statutes. Any vendor, supplier, visitor, customer, or other non-employee who violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

Legal Protections and External Remedies – Nothing in this policy should be construed as in any way limiting employees' rights to file a formal complaint with the appropriate state or federal agencies responsible for administering anti-discrimination laws. Complainants should be aware that time restrictions may apply and need to be considered.

Harassment (including sexual harassment) is not only prohibited by Town policy but is also prohibited by federal, state, and (where applicable) local law. Aside from the Town's internal process, employees may also choose to pursue legal remedies with the following governmental entities at any time.

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400. Contact DHR at (888) 392- 3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

Contact the Rotterdam Police Department

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the Rotterdam Police Department.

SECTION 5: TERM OF THE BID

The bid shall be in effect from the date of the contract's execution until completion of all work under the contract. Prices shall remain firm until work is completed and the entire year 2024. If the project extends beyond the year 2024, prices shall not change.

SECTION 6: GENERAL PROVISIONS OF LAWS COVERING WORKERS ON PUBLIC WORKS CONTRACT

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed. The contractor shall comply with the labor law that includes the prevailing wage rate payment of all employees. The contractor shall provide supporting documentation of wages paid for each employer via certified payroll and supporting documentation.

SECTION 7: BONDS

No Bonds are required upon entering into this on-call contract. However, bonds will be required for Work Orders of more than $25,000.

SECTION 8: INSURANCE

The successful Bidder will be required to procure and maintain, at its own expense, the following insurance coverage:

(a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.

(b) **Automobile Liability Insurance**: A policy or policies with the limits of not less than $1,000,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance, or use of any automobile for damages because of injury to or destruction of property, including the loss of use thereof.

(c) **General Liability Insurance**: A policy or policies of comprehensive all-risk insurance with limits of not less than:

Liability For: Combined Single Limit
Property Damage $1,000,000 per occurrence/$2,000,000 aggregate
Bodily Injury $1,000,000 per occurrence/$2,000,000 aggregate Personal Injury $1,000,000 per occurrence/$2,000,000 aggregate

(d) **Umbrella/Excess Liability Insurance:** A policy or policies with Umbrella/Excess Coverage with limits of not less than:

Liability For: Combined Single Limit

All Other Circumstances $1,000,000

(e) **Disability Insurance**: A policy or policies providing appropriate disability benefits in accordance with Section 220 Subdivision 8 of the Disability Benefits Law (DBL).

Each policy of insurance required shall be of form and content satisfactory to the Town Attorney.

(a) The Town shall be named as an additional named insured on all liability policies. **The bid number must appear on policy.**

(b) The policy shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the Town of Rotterdam. It shall be automatically renewed upon expiration and continued in force unless the Town is given at least thirty (30) days written notice to the contrary.

No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the Town proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the Town, the successful Bidder shall promptly obtain a new policy and submit proof of issuance of the same to the Town for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the Town, be forthwith declared suspended, discontinued, or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

SECTION 9: INDEMNIFICATION

The successful Bidder shall defend, indemnify and save harmless the Town, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 10: BID FORM

(a) The Bid Form is provided herein; additional copies may be obtained from the Town.

(b) Bids must be made on the Bid Form provided by the Town. The Bid Form must be completed manually in black ink or typed. The Bid Form must also be signed by an authorized representative of the bidder.

(c) Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

(d) Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.

(e) All names must be printed or typed below the signature.

(f) The bid must contain an acknowledgement of receipt of all Addenda (the number of which

will be filled in on the Bid Form).

(g) The address and email address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 11: AWARD OF BID

(a) After the award has been approved by the Town governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the Town until the contract has been fully executed by both parties. The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the Town, within the contract between the Town of Rotterdam and the apparent successful Bidder: the successful Bidder's bid, this Request for Bids and any written Addenda issued by the Town of Rotterdam in response to inquiries of prospective bidders.

(b) No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Town of Rotterdam Supervisor. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by the Town of Rotterdam of an attachment against the successful bidder, the Town of Rotterdam shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

SECTION 12: REMEDY FOR BREACH

In the event of a breach by the Contractor, the Contractor shall pay to the Town all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the Town to procure a substitute contractor to satisfactorily complete the contract work, together with the Town's own costs incurred in procuring a substitute contractor.

SECTION 13: DELIVERY AND PAYMENT

(a) Prior to payment, the items furnished and/or work performed will be inspected by the Town to determine their conformity to specification. No payment will be made for items or work not meeting specifications.

(b) Payment will be made upon the submission of a completed payment request and supporting documentation.

(c) The Town of Rotterdam is not subject to federal, state, or local taxes.

(d) Pursuant to NYS Finance Law §139-F, the contractor shall periodically, in accordance with the terms of the contract, submit to the Town a request for a progress payment for the work performed and/or materials furnished to the date of the request, less any amount previously paid against contract to the contractor. In accordance with the terms of the contract, the Town shall approve and promptly pay the request less any amount necessary to satisfy any

claims, liens or judgements which have not been suitably discharged as well as a retainage of 5 percent (5%) of each progress payment. If there is no requirement by the Town for a performance bond as well as a labor and material bond in the full amount of the contract, the retainage will be in excess of 5 percent (5%) but no more than 10 percent (10%).

(e) When the work as stated in the terms of the contract are substantially completed, the contractor shall request a final and complete inspection of all work to be completed as defined by the bid specifications as well as any approved change orders, after which the contractor will submit to the public owner and/or his agent a request for payment of the remaining amount of the contract balance. The Town shall pay the contractor the requested amount due less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the contractor which have not been suitably discharged.

SECTION 14: OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

In compliance with NYS Labor Law Sec. 220-h, the contract required for the construction, reconstruction, maintenance and/or repair of the public work herein described, where the total cost of all work to be performed is at least TWO HUNDRED THOUSAND ($200,000.00) DOLLARS, shall require that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, Sub-Contractor or other person doing or contracting to do the whole or a part of the work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration.

SECTION 15: SAMPLES AND SHOP DRAWINGS

Prior to commencing work under this Contract, the Contractor shall furnish such samples of materials proposed for use in the work, along with manufacturers' certificates, shop drawings, test results made by independent testing facilities and any other information as may be required by the Town or specified herein.

SECTION 16: SUBCONTRACTORS

Subcontractors will not be allowed to work on any project without prior written approval from the Town. All costs and contract language agreed upon between the Town and Contractor shall apply to any subcontractors that have been approved by the Town.

SECTION 17: ETHICS

The bidder shall not accept or offer any gifts of anything of value nor enter any business arrangement with any employee, official or agent of the Town of Rotterdam. Any contract between a Bidder and Town employees, board members, other than with the Department Head responsible for the bid, shall be grounds for disqualification.

SECTION 18: CLAIMS AGAINST THE TOWN

The claims by the Contractor against the Town for damages from any cause shall be reported to the Town, in writing, at the time such alleged damage occurs. All such claims, if continuous, must also be presented at the end of the month in which such damages or claims occur and if

the same continues during more than one month, at the end of each month of the continuance of such claimed damages. Any provisions relative to extra work and claim therefore and reports thereof appearing elsewhere in this Contract shall not be superseded by the provisions of this section but will be in addition thereto.

SECTION 19: LAWS AND ORDINANCES

On all operations connected with the work herein specified, the Contractor shall keep fully informed of all Federal, State and Town Laws, Ordinances, rules and regulations, including but not limited to OSHA, controlling or limiting in any way the actions of those engaged on the work of affecting the materials and equipment used, and shall strictly comply in every way with such laws, ordinances, rules and regulations.

SECTION 20: PROTECTION OF EXISTING STRUCTURES

When work is to be done around existing structures, the Contractor will exercise every precaution against possible injury to them. In case any structure is damaged, the total cost of such work shall be borne by the Contractor at no cost to the Town. The Contractor shall be held responsible for all materials and work during the progress of construction and for all injury to existing structures met with in the execution of the work. The Contactor will be required to make good at their own cost any injury or damages which said materials, work or structures may sustain from any source or cause before the acceptance of the work on the Contract.

SECTION 21: HEALTH AND SAFETY REQUIREMENTS

(a) Pursuant to the General Duty Clause of the U.S. Occupational Safety and Health Act of 1970 (OSHA), Public Law 91-596, Section 5, the contractor is directly responsible for the health and safety of their staff, subcontractors, and other firms working for the contractor, Department staff on the site, and the affected pubic. The Town of Rotterdam does not have the authority to enforce OSHA regulations, but the Town of Rotterdam does have the authority to enforce the contract.

(b) Pursuant to 29 CFR 1926 Subpart C, contractors entering a contract with the Town of Rotterdam are expected to provide the Town of Rotterdam with a safety and health plan that incorporates the following safety elements, when applicable to the scope of work:
   (1) High Visibility Apparel/ Personal Protective Equipment per 29 CFR 1926 Subpart E.
   (2) Accident Reporting per 29 CFR 1926 Subpart C
   (3) Imminent Danger Situations and Emergency Actions per 29 CFR 1926 Subpart P
   (4) Fall Protection per 29 CFR 1926 Subpart M
   (5) Working Over Water per 29 CFR 1926 Subpart O
   (6) Electrical Safety per 29 CFR 1926 Subpart K
   (7) Open Excavations and Trenches per 29 CFR 1926 Subpart P
   (8) Hazardous Materials per 29 CFR 1926 Subpart Z
   (9) Involving Radioactive Materials per 1926 CFR Subpart D/12 NYCRR 38
   (10) Silica protection per 29 CFR 1926, 29 CFR 1926.55/ Subpart D.
   (11) Demolition of Buildings and Structures 29 CFR 1926, Subpart T
   (12) Drilling and blasting per 29 CFR 1926, Subpart U
   (13) Equipment Safety Procedures per 29 CFR 1926, Subpart O

(14) Lifting per 29 CFR 1926, Subpart N

(15) Confined Spaces per 29 CFR 1910, Subpart J

(16) Fire and Explosion Prevention per 29 CFR 1926, Subpart F

SECTION 22: CONTRACTOR(S) SELECTION CRITERIA

The Town will be awarding up to three (3) contracts using a "Best Value" methodology including evaluation of price, responses of contractor questionnaire and references. Points will be awarded based on the following categories:

1. 50 points for Qualifications, Experience, References
2. 50 points for On-Call Fencing Contractor Rates.
3. 50 points for overhead and profit mark-up as percentage of construction cost.

Points scoring for category 1 will be as follows:

- 15 points - previous experience in providing a superior level of fence construction, maintenance, and repair services at like-sized public and/or private facilities.
- 15 points - assessments of work quality, performance and working relationships by current and recent clients that indicate high levels of satisfaction and effectiveness as evidenced by references.
- 10 points - qualifications of staff proposed to provide on-call fencing contractor services at Town Facilities. Experience and background of those who will be providing services for the Town.
- 10 points - well-organized communication systems that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the Town.

Points scoring for category 2 will be as follows:

- 10 points - Fencing Supervisor rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - Fencing Supervisor rate for Monday through Friday from 5:01 pm to 12:00 pm
- 5 points - Fencing Supervisor rate for Saturdays, Sundays and Holidays
- 10 points - Fencing Labor rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - Fencing Labor rate for Monday through Friday from 5:01 pm to 12:00 pm
- 5 points - Fencing Labor rate for Saturdays, Sundays and Holidays

Points scoring for category 3 will be as follows:

- The scoring will be based upon the number of bids received with the highest score for the lowest overhead and profit percentage.

The winning bids will be selected based on the total combined points.

SECTION 23: WORK SITE CLEANUP

(a) The Contractor shall exercise great care not to damage public or private property. Any damage done shall be repaired or replaced by the Contractor at his own cost and expense.

(b) As the work progresses, all rubbish, refuse and unused materials, tools and equipment shall be removed at once. After final inspections of the work have been made the Contractor shall remove all stakes, boards, sticks and similar obstructions whether used for grade, reference, or other purposes upon this Contract. The Contractor shall restore the work site and adjacent properties affected by the construction work to the same condition as they were before the work was commenced.

SECTION 24: GENERAL DESCRIPTION OF WORK

1. General - The selected contractor(s) shall provide labor, materials and equipment as needed to repair or replace fencing that has been damaged on an on-call basis as requested by the Town. The extent of fence construction work is not known currently. No work shall be subcontracted to another contractor without written approval from the Town. It is anticipated that the Town will have on-call a maximum of three (3) contractors for this on-call construction services.

2. On-Call Construction Services Procedure and Response – Upon notification of a pending fencing project, the selected contractor(s) shall:
   - Coordinate with the Town to meet with DPW staff to discuss the project and conduct a site visit to the project area within two (2) business days from the notification date.
   - Submit a written cost and schedule to perform the work within five (5) calendar days from the notification date.
   - Once cost is finalized and approved, commence construction work within five (5) business days and complete the work as per agreed upon schedule.
   - Failure to respond to an on-call fencing project notification, meeting with the town and conducting a site visit, or to submit a cost and schedule within the timeframes stated above, unless an extension is approved in advance by the Town, more than two (2) times during the contract term shall be grounds of termination of the on-call contract for cause by the Town.

Only qualified fencing installation contractors shall be considered.

SECTION 25: SPECIFICATIONS

The work shall include providing all labor, materials and equipment, and other means of construction necessary and incidental to the removal, repair or replacement of existing fencing that is damaged. New fencing material shall comply with NYSDOT Item 607.0511. The new fence material shall be black vinyl coated and 4 feet high. Details for the fence are as per NYSDOT Standard Sheet 607-04; For further specifications information, refer to the latest edition of the NYSDOT Standard Specifications Sections 607 (fences) and 501 (concrete for fence posts) which is available online at:

- https://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us.

The Town may elect to substitute the above specifications to match with the existing fence for repair type projects. If that is the case, the contractor shall provide the Town of any material cost changes and come to an agreement on the price for the fencing.

RESOLUTION NO. 126.24

CALL FOR BIDS FOR ON CALL MAINTENANCE CONTRACT SERVICES

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 On call Maintenance Contract Services.

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 3rd day of April, 2024, 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:

ON CALL MAINTENANCE CONTRACT SERVICES

Digital Copies of Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFP 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 ELECTRONICALLY, OR IN PERSON TO THE TOWN CLERK PRIOR TO 11:00 A.M., WEDNESDAY, APRIL 3, 2024

ALL HANDLING COSTS (MAIL, DELIVERY SERVICES, PRINTING ETC.) SHALL BE THE RESPONSIBILITY OF THE BIDDER

DRAFT

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: March 13, 2024
BidNet: Please publish on March 14, 2024
Daily Gazette: Please publish once on March 15, 2024
Town Clerk Post

SECTION 3. This resolution shall become effective March 13, 2024

DATED: March 13, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

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: March 5, 2024

TO: Town Board

FROM: Fred Mastroianni, P.E., Town Consultant Engineer

TITLE OF REQUEST: To authorize the Town Board to obtain sealed bids for on-call contractors for maintenance services.

TOWN BOARD MEETING: March 13, 2024

Background Information: The Town's Department of Public Works would like to have a list of qualified maintenance contractors for town or private properties. The intent is to have a list of no more than three contractors. The selection of contractors will be based upon "Best Value" methodology that includes qualifications, experience, references, hourly rates, overhead and profit percentages.

Evaluation/Analysis: Once bids are received, the Town can evaluate if this on-call method is preferred with respect to time and cost.

Recommendation(s): I recommend that the Town Board approve obtaining sealed bids for on-call maintenance services contractors. Depending upon the bids received, the Town has the option to reject all bids if the cost does not appear to be reasonable.

Attachment/Document(s): Bid Documents

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Town of Rotterdam

Request for Bids (RFB)

On-Call Maintenance

Contract Services

Bid Opening:

April 3, 2024

@ 11:00 AM

TOWN OF ROTTERDAM

ADVERTISEMENT FOR BIDS

Sealed bids for the furnishing of all labor and material necessary for the Town of Rotterdam On-Call Maintenance Contract Services will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until 11:00 AM local time on Wednesday, April 3, 2024, at which time and place they will be publicly opened and read aloud.

Bids will be received for the following Contract:

> On-Call Maintenance Contract Services: The work shall include providing all labor, materials and equipment, and other means necessary and incidental for the removal of debris, grass mowing, tree and brush trimming, and other incidental work related to public or private properties, as needed by the Town.

Digital copies of Bidding Documents may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of Bidding Documents obtained from any other source are not considered official copies. Neither Owner nor Engineer can guarantee the accuracy and are not responsible for any errors contained in documents obtained from an alternate source. Only those vendors who obtain documents from the BidNet system are guaranteed to receive addendum information if issued.

Each Bid must be submitted on the prescribed Bid Form and subject to the conditions provided in the Information for Bidders. No Bidder may withdraw the bid within forty-five (45) days after the actual date of opening thereof. The bid shall be in effect until end of year 2024.

There will be no formal Pre-Bid Meeting held, but any Bidder that has any questions shall contact Jim Keith of the Department of Public Works at (518) 355-7575 extension 340 to discuss this on-call Maintenance Contract Services.

Bidders shall not include in their bid sales and compensating use taxes on the cost of any materials which are to be incorporated into the work and which are to be separately sold by the Contractor to the Town of Rotterdam prior to incorporation into the work of the Contract.

The attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract.

The right is reserved to waive any informalities in the Bid and to reject any or all Bids.

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

On-Call Maintenance Services

A. QUALIFICATIONS, EXPERIENCE AND REFERENCES

Section 1: Previous Experience in providing a superior level of service on like-sized public and/or private projects:

Answer the following:

1. How many years has your company been in business under its present business name? _____

2. Describe your previous experience providing maintenance and repair services to like-sized public agencies and/or private companies:_____

_____

_____

_____

3. Provide five (5) Client References (Name, address, phone number and E-Mail address):

Client 1 _____

Client 2_____

Client 3 _____

Client 4_____

Client 5_____

4. Names of Staff to be assigned to the on-call contract and number of years of plumbing experience:

a. Maintenance Supervisor_____

b. Maintenance Worker_____

c. Equipment Operator_____

d. Truck Driver_____

B. LABOR RATES

The following labor rates are to be listed by craft and classification and are to include base wages, benefits, taxes, insurance, and payroll costs complete. Overhead and profit are not to be included:

1. Maintenance Supervisor (weekdays - 8 hours) Hourly Rate _____
2. Maintenance Supervisor (weekdays OT) Hourly Rate _____
3. Maintenance Supervisor (weekends & holidays) Hourly Rate _____
4. Maintenance Worker (weekdays - 8 hours Hourly Rate _____
5. Maintenance Worker (weekdays OT) Hourly Rate _____
6. Maintenance Worker (weekends & holidays) Hourly Rate _____
7. Equipment Operator (weekdays - 8 hours) Hourly Rate_____
8. Equipment Operator (weekdays OT) Hourly Rate _____
9. Equipment Operator (weekends & holidays) Hourly Rate_____
10. Truck Driver (weekdays - 8 hours) Hourly Rate_____
11. Truck Driver (weekdays OT) Hourly Rate_____
12. Truck Driver (weekends & holidays) Hourly Rate_____

If there are any other laborer rates that may be needed on a project, the Town and Contractor will agree on an approved rate prior to the start of the work.

C. OVERHEAD AND PROFIT

Overhead and profit mark-up shall be based upon the total cost of labor, material and equipment needed to provide maintenance contract services. Below provide a percentage of the overall overhead and profit to be charged to the Town.

Percentage _____

D. MATERIALS

The Material cost will not be part of the bid evaluation. The contractor shall provide the Town as part of the overall cost of the work, a listing of all materials needed for maintenance and their associated cost. The contractor, by submitting this bid, agrees not to include any markup to the material cost.

In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

_____

_____

_____

_____

By signing and dating below, the contractor understands and accepts all terms, condition and cost associated with each fencing repair or replacement project:

SUBMITTED on _____ 2024.

The entire bid is strictly in accordance with the specification set forth in the bid documents herein.

_____

Signature

_____

Name of Company or Corporation

_____

Address

_____

City ***State*** ***Zip***

_____

Email

I understand if I am chosen as a responsible bidder, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies and guidance, including the State of New York's newly released guidance on sexual harassment. By submitting a bid, I acknowledge receipt of the Town of Rotterdam *"Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace"* Policy.

If submitting bid in person or by mail, please write bid title on the outside envelope and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.

SECTION 1: INSTRUCTIONS TO BIDDERS (ITB)

1. All bids must be submitted before **11:00 a.m. on Wednesday April 3, 2024**, the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **11:00 a.m. on Wednesday April 3, 2024** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. 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.

3. Digital Copies of this Request for Bid may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFB 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, RFB or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) 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.

4. Purchases made for the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.

5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.

6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.

7. Bid proposals shall remain firm, pending bid award, for the year 2024 construction season.

8. The Town Board reserves the right to reject any or all bids and re-advertise.

9. All bids are to be on the basis of delivery prepaid to destination in the Town of Rotterdam.

10. Delivery (if applicable): Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.

11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.

12. The Town Board of the Town of Rotterdam reserves the right to waiver any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.

13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFB shall be disqualified and the bid shall be rejected.

SECTION 2: NON-COLLUSION BIDDING CERTIFICATION

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certificating, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Company: _____

Signed by:_____ Title:_____

Signature: _____ Date:_____

Email: _____

SECTION 3: RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

Resolved that _____ be authorized to sign and submit the bid or proposal of this corporation for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ _____ corporation at a meeting of its board of directors held on the _____ day of _____ _____, **20__.**

(SEAL OF THE CORPORATION)

_____

Signature of Secretary

INDIVIDUAL EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

I, _____ hereby sign and submit this bid or proposal for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of this individual, and for any inaccuracies or misstatements in such certificate this individual bidder shall be liable under the penalties of perjury.

_____ _____

Signature of Individual Date

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

The undersigned bidder agrees to sign a Waiver of Immunity Clause agreeing if called before a Grand Jury to testify concerning the bid or contract, to sign a Waiver of Immunity against Criminal transaction, bid or contract:

Name of Firm:_____

Signed by:_____ Title: _____

Signature:_____ Date:_____

SECTION 4: NON-DESCRIMINATION AND HARRASSMENT (Including Sexual Harassment) IN THE WORKPLACE

Policy Statement – It is the policy of the Town of Rotterdam to promote a productive work environment and to prohibit conduct by any Elected Official or employee (as defined in Section 104 of the Employee Handbook) that disrupts or interferes with another's work performance or that creates an intimidating, offensive, or hostile work environment. In keeping with this goal, the Town is committed to educate Elected Officials and employees in the recognition and prevention of workplace discrimination and harassment, including sexual harassment, and to provide an effective means of eliminating such discrimination and harassment from the workplace. In short, the Town does not tolerate any form of discrimination or harassment, including sexual harassment, and will take all steps necessary to prevent and stop the occurrence of such activity in the workplace. The accompanying complaint procedure is intended to provide an effective mechanism for reporting, and resolving promptly, complaints of discrimination and harassment, including sexual harassment, without any risk of repercussion to any individual covered by this policy who, in good faith, files such complaint.

Applicability of Policy – This policy applies to all Elected Officials, Appointed Members of Boards and Commissions, employees, supervisors, and Department Heads, whether employed full or part-time, temporary or seasonal, paid or unpaid interns, volunteers, and those employed by companies contracting to provide services in the workplace. Depending on the extent of the Town's exercise of control, this policy may be applied to the conduct of non-Town employees with respect to harassment of Town employees in the workplace.

Prohibited harassment (including sexual harassment) is not limited to the physical workplace itself. It can occur while Elected Officials, employees or other individuals covered by this policy are traveling for Town business or at Town sponsored events or parties. Calls, texts, emails, and social media usage by employees or other individuals covered by this policy can constitute workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Prohibited Activity – No Elected Official, employee or other individuals covered by this policy shall engage in any of the following:

- Harassment: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy,

age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

- Discrimination: The Town of Rotterdam is an Equal Opportunity Employer. The Town does not unlawfully discriminate on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Unlawful discrimination based on membership in these categories is prohibited by applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, assignments, compensation, promotion, transfer, training, leave of absence, and termination.

Definition of Sexual Harassment – This policy places special attention on the prohibition of sexual harassment in the workplace.

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of Sexual Harassment - The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
    - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
    - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
    - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
    - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
    - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
    - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
    - Sabotaging an individual's work;
    - Bullying, yelling, name-calling.

Prohibition Against Retaliation – Unlawful retaliation can be any action that could discourage an employee from coming forward to make or support a claim of discrimination or harassment, including sexual harassment. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Unlawful retaliation against any employee who has engaged in "protected activity" is strictly prohibited by this policy as well as (where applicable) federal, state, and local law. Protected activity occurs when a person has:

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;
- opposed harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or management of harassment or discrimination;
- reported that another employee has been subjected to harassment or discrimination;
- encouraged a fellow employee to report harassment or discrimination;
- participated in a workplace investigation regarding harassment or discrimination;
- testified or assisted in a proceeding involving harassment or discrimination under the Human Rights Law or other anti-discrimination laws.

Even if the alleged discrimination or harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of discrimination or harassment.

Reporting of Discrimination and Harassment (including Sexual Harassment) – Reports of alleged discrimination and/or harassment (including sexual harassment) or retaliation may be made verbally or in writing. A form for the submission of a written complaint is attached to this policy and individuals are encouraged to use this form. If an individual chooses to submit a verbal complaint, such complaint will be recorded by the receiver of this complaint on this form. Employees are encouraged to report incidents of discrimination, harassment (including sexual harassment), or retaliation to their Department Head and/or the Town Supervisor as soon as possible after their occurrence. If the employee's Department Head is believed to be involved in the incident, or if the employee is not comfortable in addressing the incident with the Department Head, the report should be made directly to the Town Supervisor. If the Town Supervisor is believed to be involved in the incident or the employee is not comfortable reporting the incident to the Town Supervisor, the employee should report the incident to a member of the Town Board. Employees who believe they have been discriminated against or harassed and would like to obtain guidance as to how to proceed in filing a complaint, should contact their immediate supervisor, their Department Head, the Town Supervisor, or any member of the Town Board. Employees who work during off-hours are encouraged to contact their supervisor, their Department Head, the Town Supervisor, or any member of the Town Board at home if these individuals do not work during the employee's shift. Non-employees are encouraged to report incidents of alleged discrimination and harassment (including sexual harassment) to either the Department Head of the department where services are being provided, the Town Supervisor, or a member of the Town Board.

Supervisory Responsibility – Supervisory personnel must make every effort to ensure a work environment that is free from discrimination and harassment, including sexual harassment. Any Department Head or supervisor who receives a complaint or information about suspected prohibited activity (as outlined above), observes behavior that may constitute prohibited activity, or for any reason suspects that prohibited activity is occurring, is required to report such suspected prohibited activity to the Town Supervisor, or any member of the Town Board.

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

Investigation of Complaint – The Town Supervisor, in consultation with the Town Board, will determine the appropriate individual(s) to conduct the investigation. All complaints pursuant to this policy, whether reported in verbal or written form, will be investigated promptly, thoroughly, and in as impartial a manner as possible. The investigation will normally include conferring with the parties involved and any named or apparent witnesses. All employees are required to cooperate in an investigation, if so directed. All persons involved, including complainants, witnesses and alleged perpetrators will be accorded due process to protect their rights to a fair and impartial investigation. All relevant materials, including all electronic communications, documents, emails or phone records that are relevant to the allegations will also be considered. A written report will be prepared documenting the results of the investigation. The individual who reported the complaint and the individual about whom the complaint was made will be notified of the final determination.

Confidentiality – Complaints of discrimination and harassment, including sexual harassment, will be handled and investigated promptly and in a manner that is as impartial and confidential as possible. In no event will information concerning a complaint be released by the Town to third parties or to anyone within the Town employment who is not directly involved in the investigation or handling of the complaint unless otherwise required by law.

Corrective Action and Discipline – Any employee who is found to have violated any aspect of this policy will be subject to corrective or disciplinary action, up to and including termination of employment, as provided by Town operating procedures, including Civil Service Law Section 75, or a collective bargaining agreement. Any Elected Official who violates this policy will be subject to remedial action as provided for and/or allowed under NYS Public Officers Law, as well as any other applicable statutes. Any vendor, supplier, visitor, customer, or other non-employee who violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

Legal Protections and External Remedies – Nothing in this policy should be construed as in any way limiting employees' rights to file a formal complaint with the appropriate state or federal agencies responsible for administering anti-discrimination laws. Complainants should be aware that time restrictions may apply and need to be considered.

Harassment (including sexual harassment) is not only prohibited by Town policy but is also prohibited by federal, state, and (where applicable) local law. Aside from the Town's internal process, employees may also choose to pursue legal remedies with the following governmental entities at any time.

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400. Contact DHR at (888) 392- 3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

Contact the Rotterdam Police Department

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the Rotterdam Police Department.

SECTION 5: TERM OF THE BID

The bid shall be in effect from the date of the contract's execution until completion of all work under the contract. Prices shall remain firm until work is completed in the entire year 2024. If the project/task extends beyond the year 2024, prices shall not change.

SECTION 6: GENERAL PROVISIONS OF LAWS COVERING WORKERS ON PUBLIC WORKS CONTRACT

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed. The contractor shall comply with the labor law that includes the prevailing wage rate payment of all employees. The contractor shall provide supporting documentation of wages paid for each employer via certified payroll and supporting documentation.

SECTION 7: BONDS

No Bonds are required upon entering into this on-call contract. However, bonds will be required for Work Orders of more than $25,000.

SECTION 8: INSURANCE

The successful Bidder will be required to procure and maintain, at its own expense, the following insurance coverage:

(a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.

(b) **Automobile Liability Insurance**: A policy or policies with the limits of not less than $1,000,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance, or use of any automobile for damages because of injury to or destruction of property, including the loss of use thereof.

(c) **General Liability Insurance**: A policy or policies of comprehensive all-risk insurance with limits of not less than:

Liability For: Combined Single Limit
Property Damage $1,000,000 per occurrence/$2,000,000 aggregate
Bodily Injury $1,000,000 per occurrence/$2,000,000 aggregate Personal Injury $1,000,000 per occurrence/$2,000,000 aggregate

(d) **Umbrella/Excess Liability Insurance:** A policy or policies with Umbrella/Excess Coverage with limits of not less than:

Liability For: Combined Single Limit

All Other Circumstances $1,000,000

(e) **Disability Insurance**: A policy or policies providing appropriate disability benefits in accordance with Section 220 Subdivision 8 of the Disability Benefits Law (DBL).

Each policy of insurance required shall be of form and content satisfactory to the Town Attorney.

(a) The Town shall be named as an additional named insured on all liability policies.
(b) The policy shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the Town of Rotterdam. It shall be automatically renewed upon expiration and continued in force unless the Town is given at least thirty (30) days written notice to the contrary.

No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the Town proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the Town, the successful Bidder shall promptly obtain a new policy and submit proof of issuance of the same to the Town for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the Town, be forthwith declared suspended, discontinued, or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

SECTION 9: INDEMNIFICATION

The successful Bidder shall defend, indemnify and save harmless the Town, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 10: BID FORM

(a) The Bid Form is provided herein; additional copies may be obtained from the Town.
(b) Bids must be made on the Bid Form provided by the Town. The Bid Form must be completed manually in black ink or typed. The Bid Form must also be signed by an authorized representative of the bidder.
(c) Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
(d) Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
(e) All names must be printed or typed below the signature.
(f) The bid must contain an acknowledgement of receipt of all Addenda (the number of which will be filled in on the Bid Form).

(g) The address and email address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 11: AWARD OF BID

(a) After the award has been approved by the Town governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the Town until the contract has been fully executed by both parties. The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the Town, within the contract between the Town of Rotterdam and the apparent successful Bidder: the successful Bidder's bid, this Request for Bids and any written Addenda issued by the Town of Rotterdam in response to inquiries of prospective bidders.

(b) No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Town of Rotterdam Supervisor. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by the Town of Rotterdam of an attachment against the successful bidder, the Town of Rotterdam shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

SECTION 12: REMEDY FOR BREACH

In the event of a breach by the Contractor, the Contractor shall pay to the Town all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the Town to procure a substitute contractor to satisfactorily complete the contract work, together with the Town's own costs incurred in procuring a substitute contractor.

SECTION 13: DELIVERY AND PAYMENT

(a) Prior to payment, the items furnished and/or work performed will be inspected by the Town to determine their conformity to specification. No payment will be made for items or work not meeting specifications.

(b) Payment will be made upon the submission of a completed payment request and supporting documentation.

(c) The Town of Rotterdam is not subject to federal, state, or local taxes.

(d) Pursuant to NYS Finance Law §139-F, the contractor shall periodically, in accordance with the terms of the contract, submit to the Town a request for a progress payment for the work performed and/or materials furnished to the date of the request, less any amount previously paid against contract to the contractor. In accordance with the terms of the contract, the Town shall approve and promptly pay the request less any amount necessary to satisfy any claims, liens or judgements which have not been suitably discharged as well as a retainage

of 5 percent (5%) of each progress payment. If there is no requirement by the Town for a performance bond as well as a labor and material bond in the full amount of the contract, the retainage will be in excess of 5 percent (5%) but no more than 10 percent (10%).

(e) When the work as stated in the terms of the contract are substantially completed, the contractor shall request a final and complete inspection of all work to be completed as defined by the bid specifications as well as any approved change orders, after which the contractor will submit to the public owner and/or his agent a request for payment of the remaining amount of the contract balance. The Town shall pay the contractor the requested amount due less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the contractor which have not been suitably discharged.

SECTION 14: OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

In compliance with NYS Labor Law Sec. 220-h, the contract required for the construction, reconstruction, maintenance and/or repair of the public work herein described, where the total cost of all work to be performed is at least TWO HUNDRED THOUSAND ($200,000.00) DOLLARS, shall require that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, Sub-Contractor or other person doing or contracting to do the whole or a part of the work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration.

SECTION 15: SAMPLES AND SHOP DRAWINGS

Prior to commencing work under this Contract, the Contractor shall furnish such samples of materials proposed for use in the work, along with manufacturers' certificates, shop drawings, test results made by independent testing facilities and any other information as may be required by the Town or specified herein.

SECTION 16: SUBCONTRACTORS

Subcontractors will not be allowed to work on any project without prior written approval from the Town. All costs and contract language agreed upon between the Town and Contractor shall apply to any subcontractors that have been approved by the Town.

SECTION 17: ETHICS

The bidder shall not accept or offer any gifts of anything of value nor enter any business arrangement with any employee, official or agent of the Town of Rotterdam. Any contract between a Bidder and Town employees, board members, other than with the Department Head responsible for the bid, shall be grounds for disqualification.

SECTION 18: CLAIMS AGAINST THE TOWN

The claims by the Contractor against the Town for damages from any cause shall be reported to the Town, in writing, at the time such alleged damage occurs. All such claims, if continuous, must also be presented at the end of the month in which such damages or claims occur and if the same continues during more than one month, at the end of each month of the continuance

of such claimed damages. Any provisions relative to extra work and claim therefore and reports thereof appearing elsewhere in this Contract shall not be superseded by the provisions of this section but will be in addition thereto.

SECTION 19: LAWS AND ORDINANCES

On all operations connected with the work herein specified, the Contractor shall keep fully informed of all Federal, State and Town Laws, Ordinances, rules and regulations, including but not limited to OSHA, controlling or limiting in any way the actions of those engaged on the work of affecting the materials and equipment used, and shall strictly comply in every way with such laws, ordinances, rules and regulations.

SECTION 20: PROTECTION OF EXISTING STRUCTURES

When work is to be done around existing structures, the Contractor will exercise every precaution against possible injury to them. In case any structure is damaged, the total cost of such work shall be borne by the Contractor at no cost to the Town. The Contractor shall be held responsible for all materials and work during the progress of construction and for all injury to existing structures met with in the execution of the work. The Contactor will be required to make good at their own cost any injury or damages which said materials, work or structures may sustain from any source or cause before the acceptance of the work on the Contract.

SECTION 21: HEALTH AND SAFETY REQUIREMENTS

(a) Pursuant to the General Duty Clause of the U.S. Occupational Safety and Health Act of 1970 (OSHA), Public Law 91-596, Section 5, the contractor is directly responsible for the health and safety of their staff, subcontractors, and other firms working for the contractor, Department staff on the site, and the affected pubic. The Town of Rotterdam does not have the authority to enforce OSHA regulations, but the Town of Rotterdam does have the authority to enforce the contract.

(b) Pursuant to 29 CFR 1926 Subpart C, contractors entering a contract with the Town of Rotterdam are expected to provide the Town of Rotterdam with a safety and health plan that incorporates the following safety elements, when applicable to the scope of work:
   (1) High Visibility Apparel/ Personal Protective Equipment per 29 CFR 1926 Subpart E.
   (2) Accident Reporting per 29 CFR 1926 Subpart C
   (3) Imminent Danger Situations and Emergency Actions per 29 CFR 1926 Subpart P
   (4) Fall Protection per 29 CFR 1926 Subpart M
   (5) Working Over Water per 29 CFR 1926 Subpart O
   (6) Electrical Safety per 29 CFR 1926 Subpart K
   (7) Open Excavations and Trenches per 29 CFR 1926 Subpart P
   (8) Hazardous Materials per 29 CFR 1926 Subpart Z
   (9) Involving Radioactive Materials per 1926 CFR Subpart D/12 NYCRR 38
   (10) Silica protection per 29 CFR 1926, 29 CFR 1926.55/ Subpart D.
   (11) Demolition of Buildings and Structures 29 CFR 1926, Subpart T
   (12) Drilling and blasting per 29 CFR 1926, Subpart U
   (13) Equipment Safety Procedures per 29 CFR 1926, Subpart O

(14) Lifting per 29 CFR 1926, Subpart N

(15) Confined Spaces per 29 CFR 1910, Subpart J

(16) Fire and Explosion Prevention per 29 CFR 1926, Subpart F

SECTION 22: CONTRACTOR(S) SELECTION CRITERIA

The Town will be awarding up to three (3) contracts using a "Best Value" methodology including evaluation of price, responses of contractor questionnaire and references. Points will be awarded based on the following categories:

1. 50 points for Qualifications, Experience, References
2. 100 points for On-Call Maintenance Service Contractor Rates.
3. 50 points for overhead and profit mark-up as percentage of construction cost.

Points scoring for category 1 will be as follows:

- 15 points - previous experience in providing superior plumbing construction, maintenance, and repair services at like-sized public and/or private facilities.
- 15 points - assessments of work quality, performance and working relationships by current and recent clients that indicate high levels of satisfaction and effectiveness as evidenced by references.
- 10 points - qualifications of staff proposed to provide on-call plumbing contractor services at Town Facilities. Experience and background of those who will be providing services for the Town.
- 10 points - well-organized communication systems that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the Town.

Points scoring for category 2 will be as follows:

- 10 points – Maintenance Supervisor rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - Maintenance Supervisor rate for Monday through Friday overtime (OT)
- 5 points - Maintenance Supervisor rate for Saturdays, Sundays and Holidays
- 10 points – Maintenance Worker rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - Maintenance Worker rate for Monday through Friday overtime (OT)
- 5 points - Maintenance Worker rate for Saturdays, Sundays and Holidays
- 10 points – Equipment Operator rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - Equipment Operator rate for Monday through Friday overtime (OT)
- 5 points - Equipment Operator rate for Saturdays, Sundays and Holidays
- 10 points - Truck Driver rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - Truck Driver rate for Monday through Friday overtime (OT)
- 5 points - Truck Driver rate for Saturdays, Sundays and Holidays

Points scoring for category 3 will be as follows:

- The scoring will be based upon the number of bids received with the highest score for the lowest overhead and profit percentage.

The winning bids will be selected based on the total combined points.

SECTION 23: WORK SITE CLEANUP

(a) The Contractor shall exercise great care not to damage public or private property. Any damage done shall be repaired or replaced by the Contractor at his own cost and expense.

(b) As the work progresses, all rubbish, refuse and unused materials, tools and equipment shall be removed at once. After final inspections of the work have been made the Contractor shall remove all stakes, boards, sticks and similar obstructions whether used for grade, reference, or other purposes upon this Contract. The Contractor shall restore the work site and adjacent properties affected by the construction work to the same condition as they were before the work was commenced.

SECTION 24: GENERAL DESCRIPTION OF WORK

1. General - The selected contractor(s) shall provide labor, materials and equipment as needed to provide maintenance services on an on-call basis as requested by the Town. The extent of work is not known currently. No work shall be subcontracted to another contractor without written approval from the Town. It is anticipated that the Town will have on-call a maximum of three (3) contractors for this on-call service.

2. On-Call Maintenance Procedure and Response – Upon notification of a pending project, the selected contractor(s) shall:
   - Coordinate with the Town to meet with DPW staff to discuss the project and conduct a site visit to the project area within two (2) business days from the notification date.
   - Submit a written cost and schedule to perform the work within five (5) calendar days from the notification date.
   - Once cost is finalized and approved, commence construction work within five (5) business days and complete the work as per agreed upon schedule.
   - Failure to respond to an on-call maintenance notification, meeting with the town and conducting a site visit, or to submit a cost and schedule within the timeframes stated above, unless an extension is approved in advance by the Town, more than two (2) times during the contract term shall be grounds of termination of the on-call contract for cause by the Town.

Only qualified maintenance services contractors shall be considered.

RESOLUTION NO. 127.24

TO ACCEPT BID AND AWARD CONTRACT FOR ON CALL PLUMBING CONSTRUCTION SERVICES

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 on March 4, 2024 posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (http://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:

ON CALL PLUMBING CONSTRUCTION SERVICES

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 does hereby accept and award the bid for On Call Plumbing Construction Services for the Town of Rotterdam to BPI Mechanical Service, located at 95 Hudson River Road, Waterford, NY 12188, at the hourly rates, overhead and profit percentages per the attached spreadsheet.

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

SECTION 3. This resolution shall become effective March 13, 2024.

DATED: March 13, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

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:	March 5, 2024
TO:	Town Board
FROM: Fred Mastroianni, P.E.,	Town Consultant Engineer
TITLE OF REQUEST:	On-Call Plumbing and Mechanical Services Bid Acceptance
TOWN BOARD MEETING:	March 13, 2024
Background Information:	Bid was received on March 1, 2024, for Plumbing and Mechanical contractor services on an as-needed basis. The work may include providing all labor, materials and equipment, and other means of removal, repair or replacement of plumbing and mechanical systems that are damaged as determined by the Town on an as needed basis.
Evaluation/Analysis:	The labor rates and overhead and profit percentages are reasonable for the proposed work when/if needed.
Recommendation(s):	I recommend that the Town Board approve the hourly rates, overhead and profit percentages the contractor provided.
Attachment/Document(s):	See tabulation spreadsheet and contractor bid sheets.
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	None

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

BID FOR ON CALL PLUMBING CONSTRUCTION SERVICES

BID FOR: On Call Plumbing Construction Services
DATE OF TB MTG. & RESOLUTION #: 2/14/2024 Res #99.24
DATE BID PACKETS BECOME AVAILABLE: 2/16/2024

DATE PUBLISHED IN NEWSPAPER: 2/16/2024
DATE & TIME BIDS TO BE OPENED: 3/1/2024 @ 11:15am

# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	Contract #s	BID Amount	Comments
1	2/29/24-8:25 AM	JB	BPI Mechanical Service	95 Hudson River Road Waterford, NY 12188	Joe Burnish	518-365-0478	Per Attached		

BPI MECHANICAL SERVICE

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

On-Call Plumbing Contractor Services

A. QUALIFICATIONS, EXPERIENCE AND REFERENCES

Section 1: Previous Experience in providing a superior level of service on like-sized public and/or private projects:

Answer the following:

1. How many years has your company been in business under its present business name? 13+

2. Describe your previous experience providing plumbing contractor construction, maintenance and repair services to like-sized public agencies and/or private companies: SEE ATTACHED

3. Provide five (5) Client References (Name, address, phone number and E-Mail address):

Client 1 SEE ATTACHED

Client 2

Client 3

Client 4

Client 5

4. Names of Staff to be assigned to the on-call contract and number of years of plumbing experience:

a. Master Plumber MIKE GUILBAULT

b. Apprentice Plumber BRANDON KEATING

c. General Plumber/Pipefitter SETH DUNN

B. LABOR RATES

The following labor rates are to be listed by craft and classification and are to include base wages, benefits, taxes, insurance, and payroll costs complete. Overhead and profit are not to be included:

1. Master Plumber Labor Rate (weekdays - 8 hours) Hourly Rate 98.-
2. Master Plumber Labor Rate (weekdays OT) Hourly Rate 135.-
3. Master Plumber Labor Rate (weekends & holidays) Hourly Rate 196.-
4. Apprentice Plumber Rate (weekdays - 8 hours) Hourly Rate 95.-
5. Apprentice Plumber Rate (weekdays OT) Hourly Rate 135.-
6. Apprentice Plumber Rate (weekends & holidays) Hourly Rate 172.-
7. General Plumber/Pipefitter Rate (weekdays - 8 hours) Hourly Rate 98.-
8. General Plumber Rate (weekdays OT) Hourly Rate 135.-
9. General Plumber/Pipefitter Rate (weekends & holidays) Hourly Rate 196.-

If there are any other laborer rates that may be needed on a project, the Town and Contractor will agree on an approved rate prior to the start of the project.

C. OVERHEAD AND PROFIT

Overhead and profit mark-up shall be based upon the total cost of labor, material and equipment needed to install new plumbing or replace deteriorated piping for each project. Below provide a percentage of the overall overhead and profit to be charged to the Town.

Percentage 20%

D. MATERIALS

The Material cost will not be part of the bid evaluation. The contractor shall provide the Town as part of the overall cost of the project, with a listing of all materials needed for the plumbing work and their associated cost. The contractor, by submitting this bid, agrees not to include any markup to the material cost.

In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

NONE

By signing and dating below, the contractor understands and accepts all terms, condition and cost associated with each plumbing project:

SUBMITTED on 3/1 2024.

The entire bid is strictly in accordance with the specification set forth in the bid documents herein.

D. J. [illegible]
Signature

BPI MECHANICAL SERVICE
Name of Company or Corporation

95 HUDSON RIVER RD.
Address

WATERFORD NY 12188
City ***State*** ***Zip***

DANK@BPIMECHANICALSERVICE.COM
Email

I understand if I am chosen as the lowest responsible bidder, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies and guidance, including the State of New York's newly released guidance on sexual harassment. By submitting a bid, I acknowledge receipt of the Town of Rotterdam *"Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace"* Policy.

If submitting bid in person or by mail, please write bid title on the outside envelope and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.

SECTION 2: NON-COLLUSION BIDDING CERTIFICATION

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certificating, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Company: BPI MECHANICAL SERVICE

Signed by: DAN J. KEATING Title: PRESIDENT

Signature: D.J.K. Date: 3/1/24

Email: DANK@BPIMECHANICALSERVICE.COM

BPI MECHANICAL SERVICE, INC.

95 HUDSON RIVER RD.
WATERFORD, NY 12188
(518) 326-8450 PH.

QUALIFICATION REFERENCES

1- SCHENECTADY CITY SCHOOL DISTRICT
BRIAN DENGLER
518 376 7068
DISTRICT OFFICE
DISTRICT WIDE PLUMBING REPAIRS/SERVICE/MAINTENANCE, DISTRICT WIDE HVAC, CHILLER, BOILERS, AC, AIR HANDLERS, ETC.

2- MIKE BRASSARD
CHARTER/TIME WARNER CABLE
1101 HIGH BRIDGE RD.
SCHENECTADY, NY
(518 3)78-9280
GENERAL CONSTRUCTION, AC UNITS, HEATERS, COMPUTER ROOM AC UNITS, ETC.

3- JOHN ALIX
ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
112 STATE ST.
ALBANY, NY
518 447-5512
PLUMBING, BOILER, CHILLERS, COOLING TOWERS, PACKAGE UNITS, SPLITS, BOILERS

4- SARATOGA EAGLE SALES
DUPLAINVILLE RD.
SARATOGA SPRINGS, NY
518 260-4703
INDUSTRIAL/HEAVY COMMERCIAL REFRIGERATION/AC/HEATING EQUIPMENT

5- ALBANY CITY SCHOOL DISTRICT
KEN KEEFER
ACADEMY PARK, ALBANY, NY
518 518 769 9234
DISTRICT WIDE PLUMBING REPAIRS/SERVICE/MAINTENANCE, DISTRICT WIDE HVAC, CHILLER, BOILERS, AC, AIR HANDLERS, ETC.

SECTION 3: RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

Resolved that DANIEL KEATING be authorized to sign and submit the bid or proposal of this corporation for BPI MECHANICAL Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by BPI MECH. corporation at a meeting of its board of directors held on the 1 day of MARCH, 2024

(SEAL OF THE CORPORATION)

Signature of Secretary

INDIVIDUAL EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

I, DANIEL KEATING hereby sign and submit this bid or proposal for PLUMB. SERVICES Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of this individual, and for any inaccuracies or misstatements in such certificate this individual bidder shall be liable under the penalties of perjury.

Signature of Individual

3/1/24
Date

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

The undersigned bidder agrees to sign a Waiver of Immunity Clause agreeing if called before a Grand Jury to testify concerning the bid or contract, to sign a Waiver of Immunity against Criminal transaction, bid or contract:

Name of Firm: BPI MECHANICAL

Signed by: DANIEL KEATING Title: PRES.

Signature: Date: 3/1/24

BPI MECHANICAL SERVICE
95 Hudson River Rd.
Waterford, NY 12188
(518) 326-8450 Ph. (518) 326-8435 Fax

3/1/24

Town of Rotterdam

Re: Plumbing/Mechanical On Call Services

Per the RFP, we are pleased to offer the following for review and approval:

BPI Mechanical is a union shop with (38) Plumbing and HVAC service technicians/pipefitters. All our technicians are dispatched from their house, with several living in close proximity of your facilities. Our main office is located at the above address.

BPI Mechanical offers 24/7/365 coverage for our customers with priority service given to those under contract. We provide our technicians with an afterhours service schedule that is made out (1) year in advance. In addition, we would assign primary technicians to the account so they will become very familiar with the facilities and site operations/policies.

BPI Mechanical has certified and trained technicians on all types and manufacturers of equipment including the following:

1. Licensed master plumber
2. Certified back flow preventer testing
3. Trane, Carrier, Daikin and York/JCI Chillers (Screw, centrifugal, recip., scroll, etc.)
4. All types and manufacturers of package units, split systems, etc.
5. All types of cooling towers, condensers, dry coolers, etc.
6. All manufacturers of ductless splits, heat pumps, DX air conditioning.
7. Liebert and Stulz data center cooling systems
8. Simple and rack type refrigeration systems
9. Fire tube, water tube, cast iron, hi efficient boilers (Steam and HW)
10. DDC controls, building management systems, energy saving strategies
11. All types/kinds of water pumps and re-circulating pumps

We are a current subscriber to ISNETWORLD and Avetta for all safety tracking and posting of safety training requirements. Our grades are A or better and we have continually update all required paperwork and forms for improved grading.

The Plumbing/Mechanical/HVAC service and preventive maintenance for equipment listed, scope of work listed and the inspection intervals we provide for our customers allow for proper and efficient equipment operation and longevity.

In addition to the above, we offer the following labor rates for any work performed as part of this scope of work. These rates will be reviewed per contract requirements.

Classification	Straight Time	Overtime	Sunday/Holiday
Master Plumber or Mechanic	$98/hr	$135/hr	$196/hr
Plumber Apprentice	$95/hr	$135/hr	$172/hr.
Sheetmetal Mechanic	$105/hr	$145/hr	$196/hr
Sheetmetal Apprentice	$95/hr	$135/hr	$172/hr.
HVAC Mechanic	$99/hr	$145/hr	$196/hr
HVAC Apprentice	$95/hr	$135/hr	$172/hr
DDC Control Tech	$105/hr.	$155/hr.	$195/hr.
Steam/Pipe fitter Mechanic	$98/hr	$145/hr	$196/hr
Steam/Pipe Fitter Apprentice	$95/hr	$135/hr	$172/hr
Sheetmetal Mechanic	$105/hr	$145/hr	$196/hr
Sheetmetal Apprentice	$95/hr	$135/hr	$172/hr.

I trust you will find this proposal meets your requirements and standards. It is our company's goal to meet your needs and provide you with the best possible service. If you should have any questions or require additional information on the above, please do not hesitate to contact us.

Respectfully,

Daniel A. Keating
BPI Mechanical Service, Inc.

Town of Rotterdam

Request for Bids (RFB)

On-Call Plumbing Construction Services

Bid Opening:

March 1, 2024

@ 11:15 AM.

TOWN OF ROTTERDAM

ADVERTISEMENT FOR BIDS

Sealed bids for the furnishing of all labor and material necessary for the Town of Rotterdam On-Call Electrical Contractor Services will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until 11:15 AM local time on Friday, March 1, 2024, at which time and place they will be publicly opened and read aloud.

Bids will be received for the following Contract:

> On-Call Plumbing Contractor Services: The work shall include providing all labor, materials and equipment, and other means of construction necessary and incidental for the removal, repair or replacement of various town owned mechanical and plumbing systems in buildings as determined by the Town on an as needed basis.

Digital copies of Bidding Documents may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of Bidding Documents obtained from any other source are not considered official copies. Neither Owner nor Engineer can guarantee the accuracy and are not responsible for any errors contained in documents obtained from an alternate source. Only those vendors who obtain documents from the BidNet system are guaranteed to receive addendum information if issued.

Each Bid must be submitted on the prescribed Bid Form and subject to the conditions provided in the Information for Bidders. No Bidder may withdraw the bid within forty-five (45) days after the actual date of opening thereof. The bid shall be for the year 2024 construction season.

There will be no formal Pre-Bid Meeting held, but any Bidder that has any questions shall contact Jim Keith of the Department of Public Works at (518) 355-7575 extension 340 to discuss this on-call plumbing contractor services.

Bidders shall not include in their bid sales and compensating use taxes on the cost of any materials which are to be incorporated into the work and which are to be separately sold by the Contractor to the Town of Rotterdam prior to incorporation into the work of the Contract.

The attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract.

The right is reserved to waive any informalities in the Bid and to reject any or all Bids.

SECTION 1: INSTRUCTIONS TO BIDDERS (ITB)

1. All bids must be submitted before **11:15 a.m. on March 1, 2024,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **11:15 a.m. March 1, 2024** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. 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.

3. Digital Copies of this Request for Bid may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFB 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, RFB or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) 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.

4. Purchases made for the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.

5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.

6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.

7. Bid proposals shall remain firm, pending bid award, for the year 2024 construction season.

8. The Town Board reserves the right to reject any or all bids and re-advertise.

9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings and/or grounds of the Town of Rotterdam as specified (if applicable).

10. Delivery (if applicable): Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.

11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.

12. The Town Board of the Town of Rotterdam reserves the right to waiver any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.

13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFB shall be disqualified and the bid shall be rejected.

SECTION 4: NON-DESCRIMINATION AND HARRASSMENT (Including Sexual Harassment) IN THE WORKPLACE

Policy Statement – It is the policy of the Town of Rotterdam to promote a productive work environment and to prohibit conduct by any Elected Official or employee (as defined in Section 104 of the Employee Handbook) that disrupts or interferes with another's work performance or that creates an intimidating, offensive, or hostile work environment. In keeping with this goal, the Town is committed to educate Elected Officials and employees in the recognition and prevention of workplace discrimination and harassment, including sexual harassment, and to provide an effective means of eliminating such discrimination and harassment from the workplace. In short, the Town does not tolerate any form of discrimination or harassment, including sexual harassment, and will take all steps necessary to prevent and stop the occurrence of such activity in the workplace. The accompanying complaint procedure is intended to provide an effective mechanism for reporting, and resolving promptly, complaints of discrimination and harassment, including sexual harassment, without any risk of repercussion to any individual covered by this policy who, in good faith, files such complaint.

Applicability of Policy – This policy applies to all Elected Officials, Appointed Members of Boards and Commissions, employees, supervisors, and Department Heads, whether employed full or part-time, temporary or seasonal, paid or unpaid interns, volunteers, and those employed by companies contracting to provide services in the workplace. Depending on the extent of the Town's exercise of control, this policy may be applied to the conduct of non-Town employees with respect to harassment of Town employees in the workplace.

Prohibited harassment (including sexual harassment) is not limited to the physical workplace itself. It can occur while Elected Officials, employees or other individuals covered by this policy are traveling for Town business or at Town sponsored events or parties. Calls, texts, emails, and social media usage by employees or other individuals covered by this policy can constitute workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Prohibited Activity – No Elected Official, employee or other individuals covered by this policy shall engage in any of the following:

- Harassment: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy,

age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

- Discrimination: The Town of Rotterdam is an Equal Opportunity Employer. The Town does not unlawfully discriminate on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Unlawful discrimination based on membership in these categories is prohibited by applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, assignments, compensation, promotion, transfer, training, leave of absence, and termination.

Definition of Sexual Harassment – This policy places special attention on the prohibition of sexual harassment in the workplace.

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of Sexual Harassment - The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
  - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
  - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
  - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
  - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
  - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
  - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - Sabotaging an individual's work;
  - Bullying, yelling, name-calling.

Prohibition Against Retaliation – Unlawful retaliation can be any action that could discourage an employee from coming forward to make or support a claim of discrimination or harassment, including sexual harassment. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Unlawful retaliation against any employee who has engaged in "protected activity" is strictly prohibited by this policy as well as (where applicable) federal, state, and local law. Protected activity occurs when a person has:

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;
- opposed harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or management of harassment or discrimination;
- reported that another employee has been subjected to harassment or discrimination;
- encouraged a fellow employee to report harassment or discrimination;
- participated in a workplace investigation regarding harassment or discrimination;
- testified or assisted in a proceeding involving harassment or discrimination under the Human Rights Law or other anti-discrimination laws.

Even if the alleged discrimination or harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of discrimination or harassment.

Reporting of Discrimination and Harassment (including Sexual Harassment) – Reports of alleged discrimination and/or harassment (including sexual harassment) or retaliation may be made verbally or in writing. A form for the submission of a written complaint is attached to this policy and individuals are encouraged to use this form. If an individual chooses to submit a verbal complaint, such complaint will be recorded by the receiver of this complaint on this form. Employees are encouraged to report incidents of discrimination, harassment (including sexual harassment), or retaliation to their Department Head and/or the Town Supervisor as soon as possible after their occurrence. If the employee's Department Head is believed to be involved in the incident, or if the employee is not comfortable in addressing the incident with the Department Head, the report should be made directly to the Town Supervisor. If the Town Supervisor is believed to be involved in the incident or the employee is not comfortable reporting the incident to the Town Supervisor, the employee should report the incident to a member of the Town Board. Employees who believe they have been discriminated against or harassed and would like to obtain guidance as to how to proceed in filing a complaint, should contact their immediate supervisor, their Department Head, the Town Supervisor, or any member of the Town Board. Employees who work during off-hours are encouraged to contact their supervisor, their Department Head, the Town Supervisor, or any member of the Town Board at home if these individuals do not work during the employee's shift. Non-employees are encouraged to report incidents of alleged discrimination and harassment (including sexual harassment) to either the Department Head of the department where services are being provided, the Town Supervisor, or a member of the Town Board.

Supervisory Responsibility – Supervisory personnel must make every effort to ensure a work environment that is free from discrimination and harassment, including sexual harassment. Any Department Head or supervisor who receives a complaint or information about suspected prohibited activity (as outlined above), observes behavior that may constitute prohibited activity, or for any reason suspects that prohibited activity is occurring, is required to report such suspected prohibited activity to the Town Supervisor, or any member of the Town Board.

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

Investigation of Complaint – The Town Supervisor, in consultation with the Town Board, will determine the appropriate individual(s) to conduct the investigation. All complaints pursuant to this policy, whether reported in verbal or written form, will be investigated promptly, thoroughly, and in as impartial a manner as possible. The investigation will normally include conferring with the parties involved and any named or apparent witnesses. All employees are required to cooperate in an investigation, if so directed. All persons involved, including complainants, witnesses and alleged perpetrators will be accorded due process to protect their rights to a fair and impartial investigation. All relevant materials, including all electronic communications, documents, emails or phone records that are relevant to the allegations will also be considered. A written report will be prepared documenting the results of the investigation. The individual who reported the complaint and the individual about whom the complaint was made will be notified of the final determination.

Confidentiality – Complaints of discrimination and harassment, including sexual harassment, will be handled and investigated promptly and in a manner that is as impartial and confidential as possible. In no event will information concerning a complaint be released by the Town to third parties or to anyone within the Town employment who is not directly involved in the investigation or handling of the complaint unless otherwise required by law.

Corrective Action and Discipline – Any employee who is found to have violated any aspect of this policy will be subject to corrective or disciplinary action, up to and including termination of employment, as provided by Town operating procedures, including Civil Service Law Section 75, or a collective bargaining agreement. Any Elected Official who violates this policy will be subject to remedial action as provided for and/or allowed under NYS Public Officers Law, as well as any other applicable statutes. Any vendor, supplier, visitor, customer, or other non-employee who violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

Legal Protections and External Remedies – Nothing in this policy should be construed as in any way limiting employees' rights to file a formal complaint with the appropriate state or federal agencies responsible for administering anti-discrimination laws. Complainants should be aware that time restrictions may apply and need to be considered.

Harassment (including sexual harassment) is not only prohibited by Town policy but is also prohibited by federal, state, and (where applicable) local law. Aside from the Town's internal process, employees may also choose to pursue legal remedies with the following governmental entities at any time.

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400. Contact DHR at (888) 392- 3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

Contact the Rotterdam Police Department

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the Rotterdam Police Department.

SECTION 5: TERM OF THE BID

The bid shall be in effect from the date of the contract's execution until completion of all work under the contract. Prices shall remain firm until work is completed and the entire year 2024. If the project extends beyond the year 2024, prices shall not change.

SECTION 6: GENERAL PROVISIONS OF LAWS COVERING WORKERS ON PUBLIC WORKS CONTRACT

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed. The contractor shall comply with the labor law that includes the prevailing wage rate payment of all employees. The contractor shall provide supporting documentation of wages paid for each employer via certified payroll and supporting documentation.

SECTION 7: BONDS

No Bonds are required upon entering into this on-call contract. However, bonds will be required for Work Orders of more than $25,000.

SECTION 8: INSURANCE

The successful Bidder will be required to procure and maintain, at its own expense, the following insurance coverage:

(a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.

(b) **Automobile Liability Insurance**: A policy or policies with the limits of not less than $1,000,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance, or use of any automobile for damages because of injury to or destruction of property, including the loss of use thereof.

(c) **General Liability Insurance**: A policy or policies of comprehensive all-risk insurance with limits of not less than:

Liability For: Combined Single Limit
Property Damage $1,000,000 per occurrence/$2,000,000 aggregate
Bodily Injury $1,000,000 per occurrence/$2,000,000 aggregate Personal Injury $1,000,000 per occurrence/$2,000,000 aggregate

(d) **Umbrella/Excess Liability Insurance:** A policy or policies with Umbrella/Excess Coverage with limits of not less than:

Liability For: Combined Single Limit

All Other Circumstances $1,000,000

(e) **Disability Insurance**: A policy or policies providing appropriate disability benefits in accordance with Section 220 Subdivision 8 of the Disability Benefits Law (DBL).

Each policy of insurance required shall be of form and content satisfactory to the Town Attorney.

(a) The Town shall be named as an additional named insured on all liability policies.
(b) The policy shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the Town of Rotterdam. It shall be automatically renewed upon expiration and continued in force unless the Town is given at least thirty (30) days written notice to the contrary.

No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the Town proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the Town, the successful Bidder shall promptly obtain a new policy and submit proof of issuance of the same to the Town for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the Town, be forthwith declared suspended, discontinued, or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

SECTION 9: INDEMNIFICATION

The successful Bidder shall defend, indemnify and save harmless the Town, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 10: BID FORM

(a) The Bid Form is provided herein; additional copies may be obtained from the Town.
(b) Bids must be made on the Bid Form provided by the Town. The Bid Form must be completed manually in black ink or typed. The Bid Form must also be signed by an authorized representative of the bidder.
(c) Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
(d) Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
(e) All names must be printed or typed below the signature.
(f) The bid must contain an acknowledgement of receipt of all Addenda (the number of which will be filled in on the Bid Form).

(g) The address and email address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 11: AWARD OF BID

(a) After the award has been approved by the Town governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the Town until the contract has been fully executed by both parties. The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the Town, within the contract between the Town of Rotterdam and the apparent successful Bidder: the successful Bidder's bid, this Request for Bids and any written Addenda issued by the Town of Rotterdam in response to inquiries of prospective bidders.

(b) No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Town of Rotterdam Supervisor. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by the Town of Rotterdam of an attachment against the successful bidder, the Town of Rotterdam shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

SECTION 12: REMEDY FOR BREACH

In the event of a breach by the Contractor, the Contractor shall pay to the Town all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the Town to procure a substitute contractor to satisfactorily complete the contract work, together with the Town's own costs incurred in procuring a substitute contractor.

SECTION 13: DELIVERY AND PAYMENT

(a) Prior to payment, the items furnished and/or work performed will be inspected by the Town to determine their conformity to specification. No payment will be made for items or work not meeting specifications.

(b) Payment will be made upon the submission of a completed payment request and supporting documentation.

(c) The Town of Rotterdam is not subject to federal, state, or local taxes.

(d) Pursuant to NYS Finance Law §139-F, the contractor shall periodically, in accordance with the terms of the contract, submit to the Town a request for a progress payment for the work performed and/or materials furnished to the date of the request, less any amount previously paid against contract to the contractor. In accordance with the terms of the contract, the Town shall approve and promptly pay the request less any amount necessary to satisfy any claims, liens or judgements which have not been suitably discharged as well as a retainage

of 5 percent (5%) of each progress payment. If there is no requirement by the Town for a performance bond as well as a labor and material bond in the full amount of the contract, the retainage will be in excess of 5 percent (5%) but no more than 10 percent (10%).

(e) When the work as stated in the terms of the contract are substantially completed, the contractor shall request a final and complete inspection of all work to be completed as defined by the bid specifications as well as any approved change orders, after which the contractor will submit to the public owner and/or his agent a request for payment of the remaining amount of the contract balance. The Town shall pay the contractor the requested amount due less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the contractor which have not been suitably discharged.

SECTION 14: OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

In compliance with NYS Labor Law Sec. 220-h, the contract required for the construction, reconstruction, maintenance and/or repair of the public work herein described, where the total cost of all work to be performed is at least TWO HUNDRED THOUSAND ($200,000.00) DOLLARS, shall require that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, Sub-Contractor or other person doing or contracting to do the whole or a part of the work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration.

SECTION 15: SAMPLES AND SHOP DRAWINGS

Prior to commencing work under this Contract, the Contractor shall furnish such samples of materials proposed for use in the work, along with manufacturers' certificates, shop drawings, test results made by independent testing facilities and any other information as may be required by the Town or specified herein.

SECTION 16: SUBCONTRACTORS

Subcontractors will not be allowed to work on any project without prior written approval from the Town. All costs and contract language agreed upon between the Town and Contractor shall apply to any subcontractors that have been approved by the Town.

SECTION 17: ETHICS

The bidder shall not accept or offer any gifts of anything of value nor enter any business arrangement with any employee, official or agent of the Town of Rotterdam. Any contract between a Bidder and Town employees, board members, other than with the Department Head responsible for the bid, shall be grounds for disqualification.

SECTION 18: CLAIMS AGAINST THE TOWN

The claims by the Contractor against the Town for damages from any cause shall be reported to the Town, in writing, at the time such alleged damage occurs. All such claims, if continuous, must also be presented at the end of the month in which such damages or claims occur and if the same continues during more than one month, at the end of each month of the continuance

of such claimed damages. Any provisions relative to extra work and claim therefore and reports thereof appearing elsewhere in this Contract shall not be superseded by the provisions of this section but will be in addition thereto.

SECTION 19: LAWS AND ORDINANCES

On all operations connected with the work herein specified, the Contractor shall keep fully informed of all Federal, State and Town Laws, Ordinances, rules and regulations, including but not limited to OSHA, controlling or limiting in any way the actions of those engaged on the work of affecting the materials and equipment used, and shall strictly comply in every way with such laws, ordinances, rules and regulations.

SECTION 20: PROTECTION OF EXISTING STRUCTURES

When work is to be done around existing structures, the Contractor will exercise every precaution against possible injury to them. In case any structure is damaged, the total cost of such work shall be borne by the Contractor at no cost to the Town. The Contractor shall be held responsible for all materials and work during the progress of construction and for all injury to existing structures met with in the execution of the work. The Contactor will be required to make good at their own cost any injury or damages which said materials, work or structures may sustain from any source or cause before the acceptance of the work on the Contract.

SECTION 21: HEALTH AND SAFETY REQUIREMENTS

(a) Pursuant to the General Duty Clause of the U.S. Occupational Safety and Health Act of 1970 (OSHA), Public Law 91-596, Section 5, the contractor is directly responsible for the health and safety of their staff, subcontractors, and other firms working for the contractor, Department staff on the site, and the affected pubic. The Town of Rotterdam does not have the authority to enforce OSHA regulations, but the Town of Rotterdam does have the authority to enforce the contract.

(b) Pursuant to 29 CFR 1926 Subpart C, contractors entering a contract with the Town of Rotterdam are expected to provide the Town of Rotterdam with a safety and health plan that incorporates the following safety elements, when applicable to the scope of work:
   (1) High Visibility Apparel/ Personal Protective Equipment per 29 CFR 1926 Subpart E.
   (2) Accident Reporting per 29 CFR 1926 Subpart C
   (3) Imminent Danger Situations and Emergency Actions per 29 CFR 1926 Subpart P
   (4) Fall Protection per 29 CFR 1926 Subpart M
   (5) Working Over Water per 29 CFR 1926 Subpart O
   (6) Electrical Safety per 29 CFR 1926 Subpart K
   (7) Open Excavations and Trenches per 29 CFR 1926 Subpart P
   (8) Hazardous Materials per 29 CFR 1926 Subpart Z
   (9) Involving Radioactive Materials per 1926 CFR Subpart D/12 NYCRR 38
   (10) Silica protection per 29 CFR 1926, 29 CFR 1926.55/ Subpart D.
   (11) Demolition of Buildings and Structures 29 CFR 1926, Subpart T
   (12) Drilling and blasting per 29 CFR 1926, Subpart U
   (13) Equipment Safety Procedures per 29 CFR 1926, Subpart O

(14) Lifting per 29 CFR 1926, Subpart N
(15) Confined Spaces per 29 CFR 1910, Subpart J
(16) Fire and Explosion Prevention per 29 CFR 1926, Subpart F

SECTION 22: CONTRACTOR(S) SELECTION CRITERIA

The Town will be awarding up to three (3) contracts using a "Best Value" methodology including evaluation of price, responses of contractor questionnaire and references. Points will be awarded based on the following categories:

1. 50 points for Qualifications, Experience, References
2. 75 points for On-Call Plumbing Contractor Rates.
3. 50 points for overhead and profit mark-up as percentage of construction cost.

Points scoring for category 1 will be as follows:

- 15 points - previous experience in providing superior plumbing construction, maintenance, and repair services at like-sized public and/or private facilities.
- 15 points - assessments of work quality, performance and working relationships by current and recent clients that indicate high levels of satisfaction and effectiveness as evidenced by references.
- 10 points - qualifications of staff proposed to provide on-call plumbing contractor services at Town Facilities. Experience and background of those who will be providing services for the Town.
- 10 points - well-organized communication systems that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the Town.

Points scoring for category 2 will be as follows:

- 10 points – Master Plumber rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - Master Plumber rate for Monday through Friday overtime (OT)
- 5 points - Master Plumber rate for Saturdays, Sundays and Holidays
- 10 points – Apprentice Plumber rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - Apprentice Plumber rate for Monday through Friday overtime (OT)
- 5 points - Apprentice Plumber rate for Saturdays, Sundays and Holidays
- 10 points – General Plumber rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - General Plumber rate for Monday through Friday overtime (OT)
- 5 points - General Plumber rate for Saturdays, Sundays and Holidays

Points scoring for category 3 will be as follows:

- The scoring will be based upon the number of bids received with the highest score for the lowest overhead and profit percentage.

The winning bids will be selected based on the total combined points.

SECTION 23: WORK SITE CLEANUP

(a) The Contractor shall exercise great care not to damage public or private property. Any damage done shall be repaired or replaced by the Contractor at his own cost and expense.
(b) As the work progresses, all rubbish, refuse and unused materials, tools and equipment shall be removed at once. After final inspections of the work have been made the Contractor shall remove all stakes, boards, sticks and similar obstructions whether used for grade, reference,

or other purposes upon this Contract. The Contractor shall restore the work site and adjacent properties affected by the construction work to the same condition as they were before the work was commenced.

SECTION 24: GENERAL DESCRIPTION OF WORK

1. General - The selected contractor(s) shall provide labor, materials and equipment as needed to repair or replace mechanical systems that have been damaged on an on-call basis as requested by the Town. The extent of plumbing work is not known currently. No work shall be subcontracted to another contractor without written approval from the Town. It is anticipated that the Town will have on-call a maximum of three (3) contractors for this on-call construction services.

2. On-Call Construction Services Procedure and Response – Upon notification of a pending plumbing project, the selected contractor(s) shall:
   - Coordinate with the Town to meet with DPW staff to discuss the project and conduct a site visit to the project area within two (2) business days from the notification date.
   - Submit a written cost and schedule to perform the work within five (5) calendar days from the notification date.
   - Once cost is finalized and approved, commence construction work within five (5) business days and complete the work as per agreed upon schedule.
   - Failure to respond to an on-call plumbing project notification, meeting with the town and conducting a site visit, or to submit a cost and schedule within the timeframes stated above, unless an extension is approved in advance by the Town, more than two (2) times during the contract term shall be grounds of termination of the on-call contract for cause by the Town.

Only qualified plumbing contractors shall be considered.

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

On-Call Plumbing Contractor Services

A. QUALIFICATIONS, EXPERIENCE AND REFERENCES

Section 1: Previous Experience in providing a superior level of service on like-sized public and/or private projects:

Answer the following:

1. How many years has your company been in business under its present business name? 13+

2. Describe your previous experience providing plumbing contractor construction, maintenance and repair services to like-sized public agencies and/or private companies:

SEE ATTACHED

3. Provide five (5) Client References (Name, address, phone number and E-Mail address):

Client 1

Client 2 SEE ATTACHED

Client 3

Client 4

Client 5

4. Names of Staff to be assigned to the on-call contract and number of years of plumbing experience:

a. Master Plumber MIKE GUILBAULT

b. Apprentice Plumber BRANDON KEATING

c. General Plumber/Pipefitter SETH DUNN

B. LABOR RATES

The following labor rates are to be listed by craft and classification and are to include base wages, benefits, taxes, insurance, and payroll costs complete. Overhead and profit are not to be included:

1. Master Plumber Labor Rate (weekdays - 8 hours) Hourly Rate 98.-
2. Master Plumber Labor Rate (weekdays OT) Hourly Rate 135.-
3. Master Plumber Labor Rate (weekends & holidays) Hourly Rate 196.-
4. Apprentice Plumber Rate (weekdays - 8 hours) Hourly Rate 95.-
5. Apprentice Plumber Rate (weekdays OT) Hourly Rate 135.-
6. Apprentice Plumber Rate (weekends & holidays) Hourly Rate 172.-
7. General Plumber/Pipefitter Rate (weekdays - 8 hours) Hourly Rate 98.-
8. General Plumber Rate (weekdays OT) Hourly Rate 135.-
9. General Plumber/Pipefitter Rate (weekends & holidays) Hourly Rate 196.-

If there are any other laborer rates that may be needed on a project, the Town and Contractor will agree on an approved rate prior to the start of the project.

C. OVERHEAD AND PROFIT

Overhead and profit mark-up shall be based upon the total cost of labor, material and equipment needed to install new plumbing or replace deteriorated piping for each project. Below provide a percentage of the overall overhead and profit to be charged to the Town.

Percentage 20%

D. MATERIALS

The Material cost will not be part of the bid evaluation. The contractor shall provide the Town as part of the overall cost of the project, with a listing of all materials needed for the plumbing work and their associated cost. The contractor, by submitting this bid, agrees not to include any markup to the material cost.

In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

NONE

By signing and dating below, the contractor understands and accepts all terms, condition and cost associated with each plumbing project:

SUBMITTED on 3/1 2024.

The entire bid is strictly in accordance with the specification set forth in the bid documents herein.

D. J.
Signature

BPI MECHANICAL SERVICE
Name of Company or Corporation

95 HUDSON RIVER RD.
Address

WATERFORD NY 12188
City ***State*** ***Zip***

DANK@BPIMECHANICALSERVICE.COM
Email

I understand if I am chosen as the lowest responsible bidder, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies and guidance, including the State of New York's newly released guidance on sexual harassment. By submitting a bid, I acknowledge receipt of the Town of Rotterdam *"Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace"* Policy.

If submitting bid in person or by mail, please write bid title on the outside envelope and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.

SECTION 2: NON-COLLUSION BIDDING CERTIFICATION

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certificating, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Company: BPI MECHANICAL SERVICE

Signed by: DAN KEATING Title: PRESIDENT

Signature: _____ Date: 3/1/24

Email: DANK@BPIMECHANICALSERVICE.COM

BPI MECHANICAL SERVICE, INC.

95 HUDSON RIVER RD.
WATERFORD, NY 12188
(518) 326-8450 PH.

QUALIFICATION REFERENCES

1- SCHENECTADY CITY SCHOOL DISTRICT
BRIAN DENGLER
518 376 7068
DISTRICT OFFICE
DISTRICT WIDE PLUMBING REPAIRS/SERVICE/MAINTENANCE, DISTRICT WIDE HVAC, CHILLER, BOILERS, AC, AIR HANDLERS, ETC.

2- MIKE BRASSARD
CHARTER/TIME WARNER CABLE
1101 HIGH BRIDGE RD.
SCHENECTADY, NY
(518 3)78-9280
GENERAL CONSTRUCTION, AC UNITS, HEATERS, COMPUTER ROOM AC UNITS, ETC.

3- JOHN ALIX
ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
112 STATE ST.
ALBANY, NY
518 447-5512
PLUMBING, BOILER, CHILLERS, COOLING TOWERS, PACKAGE UNITS, SPLITS, BOILERS

4- SARATOGA EAGLE SALES
DUPLAINVILLE RD.
SARATOGA SPRINGS, NY
518 260-4703
INDUSTRIAL/HEAVY COMMERCIAL REFRIGERATION/AC/HEATING EQUIPMENT

5- ALBANY CITY SCHOOL DISTRICT
KEN KEEFER
ACADEMY PARK, ALBANY, NY
518 518 769 9234
DISTRICT WIDE PLUMBING REPAIRS/SERVICE/MAINTENANCE, DISTRICT WIDE HVAC, CHILLER, BOILERS, AC, AIR HANDLERS, ETC.

SECTION 3: RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

Resolved that DANIEL KEATING be authorized to sign and submit the bid or proposal of this corporation for BPI MECHANICAL Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by BPI MECH. corporation at a meeting of its board of directors held on the 1 day of MARCH, 2024

(SEAL OF THE CORPORATION)

Signature of Secretary

INDIVIDUAL EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

I, DANIEL KEATING hereby sign and submit this bid or proposal for PLUMB. SERVICES Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of this individual, and for any inaccuracies or misstatements in such certificate this individual bidder shall be liable under the penalties of perjury.

Signature of Individual

3/1/24
Date

TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE

The undersigned bidder agrees to sign a Waiver of Immunity Clause agreeing if called before a Grand Jury to testify concerning the bid or contract, to sign a Waiver of Immunity against Criminal transaction, bid or contract:

Name of Firm: BPI MECHANICAL

Signed by: DANIEL KEATING Title: PRES.

Signature: Date: 3/1/24

BPI MECHANICAL SERVICE
95 Hudson River Rd.
Waterford, NY 12188
(518) 326-8450 Ph. (518) 326-8435 Fax

3/1/24

Town of Rotterdam

Re: Plumbing/Mechanical On Call Services

Per the RFP, we are pleased to offer the following for review and approval:

BPI Mechanical is a union shop with (38) Plumbing and HVAC service technicians/pipefitters. All our technicians are dispatched from their house, with several living in close proximity of your facilities. Our main office is located at the above address.

BPI Mechanical offers 24/7/365 coverage for our customers with priority service given to those under contract. We provide our technicians with an afterhours service schedule that is made out (1) year in advance. In addition, we would assign primary technicians to the account so they will become very familiar with the facilities and site operations/policies.

BPI Mechanical has certified and trained technicians on all types and manufacturers of equipment including the following:

1. Licensed master plumber
2. Certified back flow preventer testing
3. Trane, Carrier, Daikin and York/JCI Chillers (Screw, centrifugal, recip., scroll, etc.)
4. All types and manufacturers of package units, split systems, etc.
5. All types of cooling towers, condensers, dry coolers, etc.
6. All manufacturers of ductless splits, heat pumps, DX air conditioning.
7. Liebert and Stulz data center cooling systems
8. Simple and rack type refrigeration systems
9. Fire tube, water tube, cast iron, hi efficient boilers (Steam and HW)
10. DDC controls, building management systems, energy saving strategies
11. All types/kinds of water pumps and re-circulating pumps

We are a current subscriber to ISNETWORLD and Avetta for all safety tracking and posting of safety training requirements. Our grades are A or better and we have continually update all required paperwork and forms for improved grading.

The Plumbing/Mechanical/HVAC service and preventive maintenance for equipment listed, scope of work listed and the inspection intervals we provide for our customers allow for proper and efficient equipment operation and longevity.

In addition to the above, we offer the following labor rates for any work performed as part of this scope of work. These rates will be reviewed per contract requirements.

Classification	Straight Time	Overtime	Sunday/Holiday
Master Plumber or Mechanic	$98/hr	$135/hr	$196/hr
Plumber Apprentice	$95/hr	$135/hr	$172/hr.
Sheetmetal Mechanic	$105/hr	$145/hr	$196/hr
Sheetmetal Apprentice	$95/hr	$135/hr	$172/hr.
HVAC Mechanic	$99/hr	$145/hr	$196/hr
HVAC Apprentice	$95/hr	$135/hr	$172/hr
DDC Control Tech	$105/hr.	$155/hr.	$195/hr.
Steam/Pipe fitter Mechanic	$98/hr	$145/hr	$196/hr
Steam/Pipe Fitter Apprentice	$95/hr	$135/hr	$172/hr
Sheetmetal Mechanic	$105/hr	$145/hr	$196/hr
Sheetmetal Apprentice	$95/hr	$135/hr	$172/hr.

I trust you will find this proposal meets your requirements and standards. It is our company's goal to meet your needs and provide you with the best possible service. If you should have any questions or require additional information on the above, please do not hesitate to contact us.

Respectfully,

Daniel A. Keating
BPI Mechanical Service, Inc.

RESOLUTION NO. 128.24

TO ACCEPT BIDS AND AWARD CONTRACTS FOR HIGHWAY MATERIALS: CRUSHED LIMESTONE, GRAVEL & SAND

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 on Monday, March 1, 2024, posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (http://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:

CRUSHED LIMESTONE, GRAVEL & SAND

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 does hereby accept and award the unit price per ton bid for Highway Material: **Crushed Limestone (Size 1)** and **Fill Sand** to Carver Sand & Gravel LLC. of P.O Box 890 2170 River Road, Coeymans, N.Y. 12045, pursuant to attached schedule.

SECTION 2. The Town Board of the Town of Rotterdam does hereby accept and award the unit price per ton bids for Highway Materials: **Crushed Limestone** (1A, 1B, 2, 3, & Rubble) to Cushing Stone Co., Inc. of 725 State Highway 5S, Amsterdam, N.Y. 12010, pursuant to the attached schedule.

SECTION 3. The Town Board of the Town of Rotterdam does hereby accept and award the unit price per ton bids for Highway Materials: **Gravel** and **Road Sand** to Wm. Larned & Sons Inc., of 544 Burdeck Street, Schenectady, N.Y. 12306, pursuant to the attached schedule.

SECTION 4. The Supervisor of the Town of Rotterdam is hereby authorized to execute a contract with said bidders in accordance with the terms of the bid proposals as submitted. Summary of bid prices are on file in the Town Clerk's office;

SECTION 5. This resolution shall become effective March 13, 2024.

DATED: March 13, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

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:	March 6, 2024
TO:	Town Board
FROM:	Larry Lamora, Highway Superintendent
TITLE OF REQUEST:	To Accept Bids and Award Contracts for Highway Materials: Crushed Limestone, Gravel & Sand
TOWN BOARD MEETING:	March 13, 2024
Background Information:	The Town Board called for bids for Highway Materials: Crushed Limestone, Gravel & Sand on March 1, 2024.
Evaluation/Analysis:	Proper Bidding Process
Recommendation(s):	To Accept Bids and Award Contracts for Highway Materials: Crushed Limestone, Gravel & Sand to the following companies, as each provided the lowest responsible bids: Carver Sand & Gravel LLC., William Larned & Sons Inc., and Cushing Stone Co.
Attachment/Document(s):	Bid Results
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	General Municipal Law 103 & Town Purchasing Policy
LEGISLATION WILL BE PREPARED BY:	Town Attorney

HIGHWAY MATERIALS	Carver	Larned	Callanan Industries Inc.	CUSHING STONE CO.
CRUSHED LIMESTONE SIZE 1, PER TON	$13.25/$20.25 DEL	NB	$13.50/$20.30 DEL	$17.50/$23.25 DEL
CRUSHED LIMESTONE SIZE 1A, PER TON	$18.25/$25.25 DEL	NB	$19.00/$25.80 DEL	$18.00/$23.75 DEL
CRUSHED LIMESTONE SIZE 1B, PER TON	$13.25/$20.25 DEL	NB	$13.50/$20.30 DEL	$10.50/$16.25 DEL
CRUSHED LIMESTONE SIZE 2, PER TON	$13.25/$20.25 DEL	$16.25/$21.25 DEL	$12.25/$19.05 DEL	$10.50/$16.25 DEL
CRUSHED LIMESTONE SIZE 3, PER TON	$13.25/$20.25 DEL	$16.25/$21.25 DEL	$12.25/$19.05 DEL	$11.50/$17.25 DEL
CRUSHED LIMESTONE SIZE RUBBLE, PER TON	$9.50/$16.50 DEL	$14.50/$18.50 DEL	$10.25/$17.05 DEL	$8.45/$14.20 DEL
GRAVEL SIZE #1 STONE, PER TON	NB	NB	NB	NB
GRAVEL SIZE #2 STONE, PER TON	NB	NB	NB	NB
GRAVEL SIZE #3 STONE, PER TON	NB	NB	NB	NB
GRAVEL SIZE RUBBLE, PER TON	NB	NB	NB	NB
GRAVEL SIZE ITEM #4 (CRUSHED BANK RUN) PER TON	NB	$15.00/$15.00 DEL	NB	NB
GRAVEL SIZE BANK RUN, PER TON	NB	$13.00/$13.00 DEL	NB	NB
SAND, TYPE FILL SAND, PER TON	$14.50 DEL	$16.00/$16.00 DEL	NB	NB
SAND, TYPE ROAD SAND, PER TON	$14.50 DEL	$13.35/$13.35 DEL	NB	NB

Green = AWARDED
Red = NOT AWARDED
Yellow = NO BID

CARVER SAND & GRAVEL

Carver

Town of Rotterdam

Highway Department
Request for Bids

Highway Materials:
Crushed Limestone, Gravel, & Sand

Bid Opening:
Friday, March 1, 2024, @ 10:00 a.m.

TOWN OF ROTTERDAM
BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

HIGHWAY MATERIALS: CRUSHED LIMESTONE, GRAVEL & SAND

The entire bid is strictly in accordance with the specification set forth in the bid documents herein.

I understand if I am chosen as the lowest responsible bidder, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies, and guidance, including the State of New York's newly released guidance on sexual harassment. By submitting a bid, I acknowledge receipt of the Town of Rotterdam "Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace" Policy.

Bradley E. Bell
Signature

Carver Sand & Gravel LLC
Name of Company or Corporation

PO Box 890 2170 River Road
Address

Coeymans	NY	12045
City	***State***	***Zip***

If submitting bid in person or by mail, please write bid title on the outside envelope and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.

HIGHWAY MATERIALS	UNIT COST	DEL. COST	F.O.B. POINT
CRUSHED LIMESTONE SIZE 1, PER TON	$13.25	$20.25	Schoharie
CRUSHED LIMESTONE SIZE 1A, PER TON	$18.25	$25.25	Schoharie
CRUSHED LIMESTONE SIZE 1B, PER TON	$13.25	$20.25	Schoharie
CRUSHED LIMESTONE SIZE 2, PER TON	$13.25	$20.25	Schoharie
CRUSHED LIMESTONE SIZE 3, PER TON	$13.25	$20.25	Schoharie
CRUSHED LIMESTONE SIZE RUBBLE, PER TON	$9.50	$16.50	Schoharie
GRAVEL SIZE #1 STONE, PER TON	NB	NB	
GRAVEL SIZE #2 STONE, PER TON	NB	NB	
GRAVEL SIZE #3 STONE, PER TON	NB	NB	
GRAVEL SIZE RUBBLE, PER TON	NB	NB	
GRAVEL SIZE ITEM #4 (CRUSHED BANK RUN) PER TON	NB	NB	
GRAVEL SIZE BANK RUN, PER TON	NB	NB	
SAND, TYPE FILL SAND, PER TON	NB	$14.50	Halfmoon
SAND, TYPE ROAD SAND, PER TON	NB	$14.50	Halfmoon

Bidder shall honor bid price for one (1) year commencing on **April 13, 2024**, at the mutual consent of both the Town and the Contractor.

NOTE: Questions should be submitted in writing to Larry LaMora, Town of Rotterdam Highway superintendent llamora@rotterdamny.org or by calling 518-355-7722.

NON-COLLUSION BIDDING CERTIFICATION

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certificating, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Firm: Carver Sand & Gravel LLC

Signed by: Bradley E. Bellen Title: Sales Manager

Signature: Bradley E. Bellen Date: February 29, 2024

RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

Resolved that _____ be authorized to sign and submit the bid or proposal of this corporation for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ _____ corporation at a meeting of its board of directors held on the _____ day of _____ _____, **20__.**

(SEAL OF THE CORPORATION)

_____

Signature of Secretary

INDIVIDUAL EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

I, Bradley E. Bellen hereby sign and submit this bid or proposal for Crushed Limestone, Gravel & Sand Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of this individual, and for any inaccuracies or misstatements in such certificate this individual bidder shall be liable under the penalties of perjury.

B. Bradley E. Bellen — February 29, 2024

Signature of Individual — Date

TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE

The undersigned bidder agrees to sign a Waiver of Immunity Clause agreeing if called before a Grand Jury to testify concerning the bid or contract, to sign a Waiver of Immunity against Criminal transaction, bid or contract:

Name of Firm: Carver Sand & Gravel LLC

Signed by: Bradley E. Bellen Title: Sales Manager

Signature: B. Bradley E. Bellen Date: February 29, 2024

CUSHING STONE CO. INC

Cushing Stone

Town of Rotterdam

Highway Department
Request for Bids

Highway Materials:
Crushed Limestone, Gravel, & Sand

Bid Opening:
Friday, March 1, 2024, @ 10:00 a.m.

TOWN OF ROTTERDAM
BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

HIGHWAY MATERIALS: CRUSHED LIMESTONE, GRAVEL & SAND

The entire bid is strictly in accordance with the specification set forth in the bid documents herein.

I understand if I am chosen as the lowest responsible bidder, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies, and guidance, including the State of New York's newly released guidance on sexual harassment. By submitting a bid, I acknowledge receipt of the Town of Rotterdam "Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace" Policy.

Jason M Lewis
Signature

CUSHING STONE CO INC
Name of Company or Corporation

725 STATE HIGHWAY 5S
Address

AMSTERDAM NY 12010
City ***State*** ***Zip***

If submitting bid in person or by mail, please write bid title on the outside envelope and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.

HIGHWAY MATERIALS	UNIT COST	DEL. COST	F.O.B. POINT
CRUSHED LIMESTONE SIZE 1, PER TON		5.75	17.50
CRUSHED LIMESTONE SIZE 1A, PER TON		5.75	18.00
CRUSHED LIMESTONE SIZE 1B, PER TON		5.75	10.50
CRUSHED LIMESTONE SIZE 2, PER TON		5.75	10.50
CRUSHED LIMESTONE SIZE 3, PER TON		5.75	11.50
CRUSHED LIMESTONE SIZE RUBBLE, PER TON		5.75	8.45
GRAVEL SIZE #1 STONE, PER TON		NB	NB
GRAVEL SIZE #2 STONE, PER TON			
GRAVEL SIZE #3 STONE, PER TON			
GRAVEL SIZE RUBBLE, PER TON			
GRAVEL SIZE ITEM #4 (CRUSHED BANK RUN) PER TON			
GRAVEL SIZE BANK RUN, PER TON			
SAND, TYPE FILL SAND, PER TON			
SAND, TYPE ROAD SAND, PER TON			

Bidder shall honor bid price for one (1) year commencing on **April 13, 2024**, at the mutual consent of both the Town and the Contractor.

NOTE: Questions should be submitted in writing to Larry LaMora, Town of Rotterdam Highway superintendent llamora@rotterdamny.org or by calling 518-355-7722.

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:00 a.m. on March 1, 2024,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:00 a.m. March 1, 2024** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. 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.

3. Digital Copies of Drawings and Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFP 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(s) 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.

4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.

5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.

6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.

7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

8. The Town Board reserves the right to reject any or all bids and re-advertise.

9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings of the Town of Rotterdam as specified.

10. Delivery: Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.

11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.

12. The Town Board of the Town of Rotterdam reserves the right to waiver any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.

13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

NON-COLLUSION BIDDING CERTIFICATION

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certificating, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Firm: CUSHING STONE CO INC

Signed by: James M Loucks Title: Sales

Signature: James M Loucks Date: 2/20/24

RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

Resolved that James M Lowcks be authorized to sign and submit the bid or proposal of this corporation for Cushing Stone Co. Inc Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Cushing Stone corporation at a meeting of its board of directors held on the 25th day of July, 2002

(SEAL OF THE CORPORATION)

Signature of Secretary

INDIVIDUAL EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

I, _____ hereby sign and submit this bid or proposal for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of this individual, and for any inaccuracies or misstatements in such certificate this individual bidder shall be liable under the penalties of perjury.

Signature of Individual _____ Date _____

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

The undersigned bidder agrees to sign a Waiver of Immunity Clause agreeing if called before a Grand Jury to testify concerning the bid or contract, to sign a Waiver of Immunity against Criminal transaction, bid or contract:

Name of Firm: Cushing Stone Co Inc

Signed by: James M Lowcks Title: Sales

Signature: _____ Date: 2/19/24

903 Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace

Policy Statement – It is the policy of the Town of Rotterdam to promote a productive work environment and to prohibit conduct by any Elected Official or employee (as defined in Section 104 of the Employee Handbook) that disrupts or interferes with another's work performance or that creates an intimidating, offensive, or hostile work environment. In keeping with this goal, the Town is committed to educate Elected Officials and employees in the recognition and prevention of workplace discrimination and harassment, including sexual harassment, and to provide an effective means of eliminating such discrimination and harassment from the workplace. In short, the Town does not tolerate any form of discrimination or harassment, including sexual harassment, and will take all steps necessary to prevent and stop the occurrence of such activity in the workplace. The accompanying complaint procedure is intended to provide an effective mechanism for reporting, and resolving promptly, complaints of discrimination and harassment, including sexual harassment, without any risk of repercussion to any individual covered by this policy who, in good faith, files such complaint.

Applicability of Policy – This policy applies to all Elected Officials, Appointed Members of Boards and Commissions, employees, supervisors, and Department Heads, whether employed full or part-time, temporary or seasonal, paid or unpaid interns, volunteers, and those employed by companies contracting to provide services in the workplace. Depending on the extent of the Town's exercise of control, this policy may be applied to the conduct of non-Town employees with respect to harassment of Town employees in the workplace.

Prohibited harassment (including sexual harassment) is not limited to the physical workplace itself. It can occur while Elected Officials, employees or other individuals covered by this policy are traveling for Town business or at Town sponsored events or parties. Calls, texts, emails, and social media usage by employees or other individuals covered by this policy can constitute workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Prohibited Activity – No Elected Official, employee or other individuals covered by this policy shall engage in any of the following:

- Harassment: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating,

or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

- Discrimination: The Town of Rotterdam is an Equal Opportunity Employer. The Town does not unlawfully discriminate on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Unlawful discrimination based on membership in these categories is prohibited by applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, assignments, compensation, promotion, transfer, training, leave of absence, and termination.

Definition of Sexual Harassment – This policy places special attention on the prohibition of sexual harassment in the workplace.

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;

- Such conduct is made either explicitly or implicitly a term or condition of employment; or

- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of Sexual Harassment - The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
  - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
  - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
  - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
  - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
  - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
  - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - Sabotaging an individual's work;
  - Bullying, yelling, name-calling.

Prohibition Against Retaliation – Unlawful retaliation can be any action that could discourage an employee from coming forward to make or support a claim of discrimination or harassment, including sexual harassment. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).
Unlawful retaliation against any employee who has engaged in "protected activity" is strictly prohibited by this policy as well as (where applicable) federal, state, and local law. Protected activity occurs when a person has:

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;

- opposed harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or management of harassment or discrimination;
- reported that another employee has been subjected to harassment or discrimination;
- encouraged a fellow employee to report harassment or discrimination;
- participated in a workplace investigation regarding harassment or discrimination;
- testified or assisted in a proceeding involving harassment or discrimination under the Human Rights Law or other anti-discrimination laws.

Even if the alleged discrimination or harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of discrimination or harassment.

Reporting of Discrimination and Harassment (including Sexual Harassment) – Reports of alleged discrimination and/or harassment (including sexual harassment) or retaliation may be made verbally or in writing. A form for the submission of a written complaint is attached to this policy and individuals are encouraged to use this form. If an individual chooses to submit a verbal complaint, such complaint will be recorded by the receiver of this complaint on this form. Employees are encouraged to report incidents of discrimination, harassment (including sexual harassment), or retaliation to their Department Head and/or the Town Supervisor as soon as possible after their occurrence. If the employee's Department Head is believed to be involved in the incident, or if the employee is not comfortable in addressing the incident with the Department Head, the report should be made directly to the Town Supervisor. If the Town Supervisor is believed to be involved in the incident or the employee is not comfortable reporting the incident to the Town Supervisor, the employee should report the incident to a member of the Town Board. Employees who believe they have been discriminated against or harassed and would like to obtain guidance as to how to proceed in filing a complaint, should contact their immediate supervisor, their Department Head, the Town Supervisor, or any member of the Town Board. Employees who work during off-hours are encouraged to contact their supervisor, their Department Head, the Town Supervisor, or any member of the Town Board at home if these individuals do not work during the employee's shift. Non-employees are encouraged to report incidents of alleged discrimination and harassment (including sexual harassment) to either the Department Head of the department where services are being provided, the Town Supervisor, or a member of the Town Board.

Supervisory Responsibility – Supervisory personnel must make every effort to ensure a work environment that is free from discrimination and harassment, including sexual harassment. Any Department Head or supervisor who receives a complaint or information about suspected prohibited activity (as outlined above), observes behavior that may constitute prohibited activity, or for any reason suspects that prohibited activity is occurring, is required to report such suspected prohibited activity to the Town Supervisor, or any member of the Town Board.

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory

personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

Investigation of Complaint – The Town Supervisor, in consultation with the Town Board, will determine the appropriate individual(s) to conduct the investigation. All complaints pursuant to this policy, whether reported in verbal or written form, will be investigated promptly, thoroughly, and in as impartial a manner as possible. The investigation will normally include conferring with the parties involved and any named or apparent witnesses. All employees are required to cooperate in an investigation, if so directed. All persons involved, including complainants, witnesses and alleged perpetrators will be accorded due process to protect their rights to a fair and impartial investigation. All relevant materials, including all electronic communications, documents, emails or phone records that are relevant to the allegations will also be considered. A written report will be prepared documenting the results of the investigation. The individual who reported the complaint and the individual about whom the complaint was made will be notified of the final determination.

Confidentiality – Complaints of discrimination and harassment, including sexual harassment, will be handled and investigated promptly and in a manner that is as impartial and confidential as possible. In no event will information concerning a complaint be released by the Town to third parties or to anyone within the Town employment who is not directly involved in the investigation or handling of the complaint unless otherwise required by law.

Corrective Action and Discipline – Any employee who is found to have violated any aspect of this policy will be subject to corrective or disciplinary action, up to and including termination of employment, as provided by Town operating procedures, including Civil Service Law Section 75, or a collective bargaining agreement. Any Elected Official who violates this policy will be subject to remedial action as provided for and/or allowed under NYS Public Officers Law, as well as any other applicable statutes. Any vendor, supplier, visitor, customer, or other non-employee who violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

Legal Protections and External Remedies – Nothing in this policy should be construed as in any way limiting employees' rights to file a formal complaint with the appropriate state or federal agencies responsible for administering anti-discrimination laws. Complainants should be aware that time restrictions may apply and need to be considered.

Harassment (including sexual harassment) is not only prohibited by Town policy but is also prohibited by federal, state, and (where applicable) local law. Aside from the Town's internal process, employees may also choose to pursue legal remedies with the following governmental entities at any time.

<u>New York State Division of Human Rights (DHR)</u>

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and

there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400. Contact DHR at (888) 392- 3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

Contact the Rotterdam Police Department

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the Rotterdam Police Department.

WM. LARNED & SONS

WM
Larned
&
Sons
Inc

Town of Rotterdam

Highway Department
Request for Bids

Highway Materials:
Crushed Limestone, Gravel, & Sand

Bid Opening:
Friday, March 1, 2024, @ 10:00 a.m.

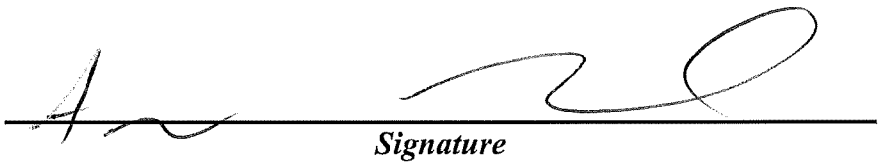
TOWN OF ROTTERDAM
BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

HIGHWAY MATERIALS: CRUSHED LIMESTONE, GRAVEL & SAND

The entire bid is strictly in accordance with the specification set forth in the bid documents herein.

I understand if I am chosen as the lowest responsible bidder, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies, and guidance, including the State of New York's newly released guidance on sexual harassment. By submitting a bid, I acknowledge receipt of the Town of Rotterdam "Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace" Policy.



Signature

Wm M. Larned & Sons Inc.
Name of Company or Corporation

544 Burdeck St
Address

Schenectady NY 12306
City ***State*** ***Zip***

If submitting bid in person or by mail, please write bid title on the outside envelope and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.

HIGHWAY MATERIALS	UNIT COST	DEL. COST	F.O.B. POINT
CRUSHED LIMESTONE SIZE 1, PER TON			Burdeck ST
CRUSHED LIMESTONE SIZE 1A, PER TON			
CRUSHED LIMESTONE SIZE 1B, PER TON			
CRUSHED LIMESTONE SIZE 2, PER TON	16.25	21.25	
CRUSHED LIMESTONE SIZE 3, PER TON	16.25	21.25	
CRUSHED LIMESTONE SIZE RUBBLE, PER TON	14.50	18.50	
GRAVEL SIZE #1 STONE, PER TON			
GRAVEL SIZE #2 STONE, PER TON			
GRAVEL SIZE #3 STONE, PER TON			
GRAVEL SIZE RUBBLE, PER TON			
GRAVEL SIZE ITEM #4 (CRUSHED BANK RUN) PER TON	15.00	15.00	
GRAVEL SIZE BANK RUN, PER TON	13.00	13.00	
SAND, TYPE FILL SAND, PER TON	16.00	16.00	
SAND, TYPE ROAD SAND, PER TON	13.35	13.35	

Bidder shall honor bid price for one (1) year commencing on **April 13, 2024**, at the mutual consent of both the Town and the Contractor.

NOTE: Questions should be submitted in writing to Larry LaMora, Town of Rotterdam Highway superintendent llamora@rotterdamny.org or by calling 518-355-7722.

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INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:00 a.m. on March 1, 2024,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:00 a.m. March 1, 2024** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. 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.

3. Digital Copies of Drawings and Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFP 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(s) 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.

4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.

5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.

6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.

7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

8. The Town Board reserves the right to reject any or all bids and re-advertise.

9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings of the Town of Rotterdam as specified.

10. Delivery: Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.

11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.

12. The Town Board of the Town of Rotterdam reserves the right to waiver any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.

13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

NON-COLLUSION BIDDING CERTIFICATION

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certificating, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Firm: Wm M. Larned & Sons Inc.
Signed by: Antonio Larned Title: President
Signature: [signature] Date: 3/1/24

RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

Resolved that Antonio Larned be authorized to sign and submit the bid or proposal of this corporation for Wm. M. Larned & Sons Inc. Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Wm Larned & Sons Inc corporation at a meeting of its board of directors held on the 2 day of ~~Jan~~ January, 2024

(SEAL OF THE CORPORATION)

Signature of Secretary

INDIVIDUAL EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

I, ~~Antonio Larned~~ hereby sign and submit ~~this bid or proposal for~~ Wm M Larned & Sons Inc Town of ~~Rotterdam, New York, Schenectady~~ County, and to include in such bid or proposal the certificate as ~~to non-collusion~~ and waiver of immunity clause required by Section 103 of the General ~~Municipal~~ Law as the ~~act~~ and deed of this individual, and for any inaccuracies or misstatements in such certificate this individual ~~bidder~~ shall be liable under the penalties of ~~perjury~~.

Signature of Individual

Date 3/1/24

TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE

The undersigned bidder agrees to sign a Waiver of Immunity Clause agreeing if called before a Grand Jury to testify concerning the bid or contract, to sign a Waiver of Immunity against Criminal transaction, bid or contract:

Name of Firm: Wm M Larned & Sons Inc.
Signed by: Antonio Larned Title: President
Signature: Date: 3/1/24

903 Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace

Policy Statement – It is the policy of the Town of Rotterdam to promote a productive work environment and to prohibit conduct by any Elected Official or employee (as defined in Section 104 of the Employee Handbook) that disrupts or interferes with another's work performance or that creates an intimidating, offensive, or hostile work environment. In keeping with this goal, the Town is committed to educate Elected Officials and employees in the recognition and prevention of workplace discrimination and harassment, including sexual harassment, and to provide an effective means of eliminating such discrimination and harassment from the workplace. In short, the Town does not tolerate any form of discrimination or harassment, including sexual harassment, and will take all steps necessary to prevent and stop the occurrence of such activity in the workplace. The accompanying complaint procedure is intended to provide an effective mechanism for reporting, and resolving promptly, complaints of discrimination and harassment, including sexual harassment, without any risk of repercussion to any individual covered by this policy who, in good faith, files such complaint.

Applicability of Policy – This policy applies to all Elected Officials, Appointed Members of Boards and Commissions, employees, supervisors, and Department Heads, whether employed full or part-time, temporary or seasonal, paid or unpaid interns, volunteers, and those employed by companies contracting to provide services in the workplace. Depending on the extent of the Town's exercise of control, this policy may be applied to the conduct of non-Town employees with respect to harassment of Town employees in the workplace.

Prohibited harassment (including sexual harassment) is not limited to the physical workplace itself. It can occur while Elected Officials, employees or other individuals covered by this policy are traveling for Town business or at Town sponsored events or parties. Calls, texts, emails, and social media usage by employees or other individuals covered by this policy can constitute workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Prohibited Activity – No Elected Official, employee or other individuals covered by this policy shall engage in any of the following:

- Harassment: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating,

or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

- Discrimination: The Town of Rotterdam is an Equal Opportunity Employer. The Town does not unlawfully discriminate on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Unlawful discrimination based on membership in these categories is prohibited by applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, assignments, compensation, promotion, transfer, training, leave of absence, and termination.

Definition of Sexual Harassment – This policy places special attention on the prohibition of sexual harassment in the workplace.
Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.
Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;

- Such conduct is made either explicitly or implicitly a term or condition of employment; or

- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.
Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.
Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of Sexual Harassment - The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
    - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
    - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
    - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
    - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
    - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
    - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
    - Sabotaging an individual's work;
    - Bullying, yelling, name-calling.

Prohibition Against Retaliation – Unlawful retaliation can be any action that could discourage an employee from coming forward to make or support a claim of discrimination or harassment, including sexual harassment. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).
Unlawful retaliation against any employee who has engaged in "protected activity" is strictly prohibited by this policy as well as (where applicable) federal, state, and local law. Protected activity occurs when a person has:

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;

- opposed harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or management of harassment or discrimination;
- reported that another employee has been subjected to harassment or discrimination;
- encouraged a fellow employee to report harassment or discrimination;
- participated in a workplace investigation regarding harassment or discrimination;
- testified or assisted in a proceeding involving harassment or discrimination under the Human Rights Law or other anti-discrimination laws.

Even if the alleged discrimination or harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of discrimination or harassment.

Reporting of Discrimination and Harassment (including Sexual Harassment) – Reports of alleged discrimination and/or harassment (including sexual harassment) or retaliation may be made verbally or in writing. A form for the submission of a written complaint is attached to this policy and individuals are encouraged to use this form. If an individual chooses to submit a verbal complaint, such complaint will be recorded by the receiver of this complaint on this form. Employees are encouraged to report incidents of discrimination, harassment (including sexual harassment), or retaliation to their Department Head and/or the Town Supervisor as soon as possible after their occurrence. If the employee's Department Head is believed to be involved in the incident, or if the employee is not comfortable in addressing the incident with the Department Head, the report should be made directly to the Town Supervisor. If the Town Supervisor is believed to be involved in the incident or the employee is not comfortable reporting the incident to the Town Supervisor, the employee should report the incident to a member of the Town Board. Employees who believe they have been discriminated against or harassed and would like to obtain guidance as to how to proceed in filing a complaint, should contact their immediate supervisor, their Department Head, the Town Supervisor, or any member of the Town Board. Employees who work during off-hours are encouraged to contact their supervisor, their Department Head, the Town Supervisor, or any member of the Town Board at home if these individuals do not work during the employee's shift. Non-employees are encouraged to report incidents of alleged discrimination and harassment (including sexual harassment) to either the Department Head of the department where services are being provided, the Town Supervisor, or a member of the Town Board.

Supervisory Responsibility – Supervisory personnel must make every effort to ensure a work environment that is free from discrimination and harassment, including sexual harassment. Any Department Head or supervisor who receives a complaint or information about suspected prohibited activity (as outlined above), observes behavior that may constitute prohibited activity, or for any reason suspects that prohibited activity is occurring, is required to report such suspected prohibited activity to the Town Supervisor, or any member of the Town Board.

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory

personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

Investigation of Complaint – The Town Supervisor, in consultation with the Town Board, will determine the appropriate individual(s) to conduct the investigation. All complaints pursuant to this policy, whether reported in verbal or written form, will be investigated promptly, thoroughly, and in as impartial a manner as possible. The investigation will normally include conferring with the parties involved and any named or apparent witnesses. All employees are required to cooperate in an investigation, if so directed. All persons involved, including complainants, witnesses and alleged perpetrators will be accorded due process to protect their rights to a fair and impartial investigation. All relevant materials, including all electronic communications, documents, emails or phone records that are relevant to the allegations will also be considered. A written report will be prepared documenting the results of the investigation. The individual who reported the complaint and the individual about whom the complaint was made will be notified of the final determination.

Confidentiality – Complaints of discrimination and harassment, including sexual harassment, will be handled and investigated promptly and in a manner that is as impartial and confidential as possible. In no event will information concerning a complaint be released by the Town to third parties or to anyone within the Town employment who is not directly involved in the investigation or handling of the complaint unless otherwise required by law.

Corrective Action and Discipline – Any employee who is found to have violated any aspect of this policy will be subject to corrective or disciplinary action, up to and including termination of employment, as provided by Town operating procedures, including Civil Service Law Section 75, or a collective bargaining agreement. Any Elected Official who violates this policy will be subject to remedial action as provided for and/or allowed under NYS Public Officers Law, as well as any other applicable statutes. Any vendor, supplier, visitor, customer, or other non-employee who violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

Legal Protections and External Remedies – Nothing in this policy should be construed as in any way limiting employees' rights to file a formal complaint with the appropriate state or federal agencies responsible for administering anti-discrimination laws. Complainants should be aware that time restrictions may apply and need to be considered.

Harassment (including sexual harassment) is not only prohibited by Town policy but is also prohibited by federal, state, and (where applicable) local law. Aside from the Town's internal process, employees may also choose to pursue legal remedies with the following governmental entities at any time.

<u>New York State Division of Human Rights (DHR)</u>

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and

there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400. Contact DHR at (888) 392- 3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

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Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

Contact the Rotterdam Police Department

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the Rotterdam Police Department.

RESOLUTION NO. 129.24

TO ACCEPT BIDS AND AWARD CONTRACTS FOR HIGHWAY MATERIALS: MANHOLE FRAME AND GRATES & MANHOLE ROUND RISERS

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 on Monday, March 1, 2024, posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (http://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:

MANHOLE FRAME AND GRATES & MANHOLE ROUND RISERS

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 does hereby accept and award the unit price/delivery bids for Highway Material: **Manhole Round Risers** to Chemung Supply Corp., of 2040 Corning Road, Elmira, New York 14903, pursuant to attached schedule.

SECTION 2. The Town Board of the Town of Rotterdam does hereby accept and award the unit price/delivery bids for Highway Materials: **Manhole Frames & Grates and Manhole Frames Square Risers** to Guardian Concrete Products Inc. of 2140 Maxon Road Ext., Schenectady, New York 12308, pursuant to the attached schedule.

SECTION 3. The Supervisor of the Town of Rotterdam is hereby authorized to execute a contract with said bidders in accordance with the terms of the bid proposals as submitted. Summary of bid prices are on file in the Town Clerk's office;

SECTION 4. This resolution shall become effective March 13, 2024.

DATED: March 13, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

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:	March 7, 2024
TO:	Town Board
FROM:	Larry Lamora, Highway Superintendent
TITLE OF REQUEST:	To Accept Bids and Award Contracts for Highway Materials: Manhole Frame and Grates & Manhole Round Risers
TOWN BOARD MEETING:	March 13, 2024
Background Information:	The Town Board called for bids for Highway Materials: Manhole Frame and Grates & Manhole Round Risers on March 1, 2024.
Evaluation/Analysis:	Proper Bidding Process
Recommendation(s):	Accept Bid and Award Contract for Highway Materials: Manhole Frame and Grates & Manhole Round Risers to Chemung Supply Co. & Guardian Concrete Products Inc.
Attachment/Document(s):	Bid Results
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	General Municipal Law § 103 & Town Purchasing Policy
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

HIGHWAY MATERIALS

	Chemung Supply Corp. UNIT COST/DEL COST	GUARDIAN CONCRETE UNIT COST/DEL COST	TOWN & COUNTRY B.R. UNIT COST/DEL COST
MANHOLE FRAMES AND GRATES 26" x 26" EACH #1	$795.00	$485.00	$547.00
MANHOLE FRAMES AND GRATES 26" x 26" EACH #2	$825.00	$445.00	$487.00
MANHOLE FRAMES SQUARE RISERS:			
26 1/4" X 26 1/4" X 1	$369.00	$276.00	NB
26 1/4" X 26 1/4" X 2	$387.00	$276.00	NB
MANHOLE ROUND RISERS			
24" ROUND X 1"	$169.00	$256.00	NB
26" ROUND X 1"	$212.00	$256.00	NB

$150 Freight for 10 units or less
over $6,000 freight free

Green = AWARDED
Red = NOT AWARDED
Yellow = NO BID

CHEMUNG SUPPLY CORP.

Chemung

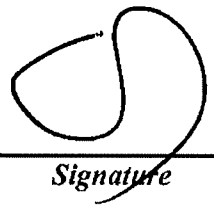
TOWN OF ROTTERDAM
BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

HIGHWAY MATERIALS: MANHOLE FRAME AND GRATES & MANHOLE ROUND RISERS

The entire bid is strictly in accordance with the specification set forth in the bid documents herein.

I understand if I am chosen as the lowest responsible bidder, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies, and guidance, including the State of New York's newly released guidance on sexual harassment. By submitting a bid, I acknowledge receipt of the Town of Rotterdam "Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace" Policy.



Signature

Chemung Supply Corp

Name of Company or Corporation

2420 Corning Rd

Address

Elmira	NY	14903
City	***State***	***Zip***

If submitting bid in person or by mail, please write bid title on the outside envelope and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.

HIGHWAY MATERIALS	UNIT COST	DEL. COST	F.O.B. POINT
MANHOLE FRAMES AND GRATES:			
SQUARE CATCH BASIN: SEE DIAGRAM 1	$795.00		
SQUARE INLET BASIN: SEE DIAGRAM 2	$825.00		
MANHOLE FRAMES SQUARE RISERS:			
26" X 26" X 1"	$369.00		
26" X 26" X 2"	$387.00		
MANHOLE ROUND RISERS:			
24" ROUND X 1"	$169.00		
26" ROUND X 1"	$212.00		
*$150.00 freight for 10 units or less, over $6,000.00 freight free.			

Bidder shall honor bid price for one (1) year commencing on **April 13, 2024**, at the mutual consent of both the Town and the Contractor.

NOTE: Questions should be submitted in writing to Larry LaMora, Town of Rotterdam Highway superintendent llamora@rotterdamny.org and alawson@rotterdamny.org or by calling 518-355-7722.

NON-COLLUSION BIDDING CERTIFICATION

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certificating, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Firm: Chemung Supply Corp

Signed by: Carl H Perine Title: Vice President

Signature: _____ Date: 02/16/24

RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

Resolved that Carl H Perine be authorized to sign and submit the bid or proposal of this corporation for Highway Materials Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Chemung Supply Corp corporation at a meeting of its board of directors held on the 16th day of February, 2024.

(SEAL OF THE CORPORATION)

Signature of Secretary Marc P Stemerman

INDIVIDUAL EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

I, Carl H Perine hereby sign and submit this bid or proposal for Chemung Supply Corp Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of this individual, and for any inaccuracies or misstatements in such certificate this individual bidder shall be liable under the penalties of perjury.

Signature of Individual

02/16/24
Date

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

The undersigned bidder agrees to sign a Waiver of Immunity Clause agreeing if called before a Grand Jury to testify concerning the bid or contract, to sign a Waiver of Immunity against Criminal transaction, bid or contract:

Name of Firm: Chemung Supply Corp
Signed by: Carl H Perine Title: Vice President
Signature: Date: 02/16/24

GUARDIAN CONCRETE PRODUCTS INC

Cguardian Concrete Products Inc

Town of Rotterdam

Highway Department
Request for Bids

Highway Materials:
Manhole Frame and Grates & Manhole round Risers

Bid Opening:
Friday, March 1, 2024, @ 10:15 a.m.

TOWN OF ROTTERDAM
BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

HIGHWAY MATERIALS: MANHOLE FRAME AND GRATES & MANHOLE ROUND RISERS

The entire bid is strictly in accordance with the specification set forth in the bid documents herein.

I understand if I am chosen as the lowest responsible bidder, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies, and guidance, including the State of New York's newly released guidance on sexual harassment. By submitting a bid, I acknowledge receipt of the Town of Rotterdam "Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace" Policy.

Signature

Guardian Concrete Products Inc
Name of Company or Corporation

2140 Mayon Rd Ext
Address

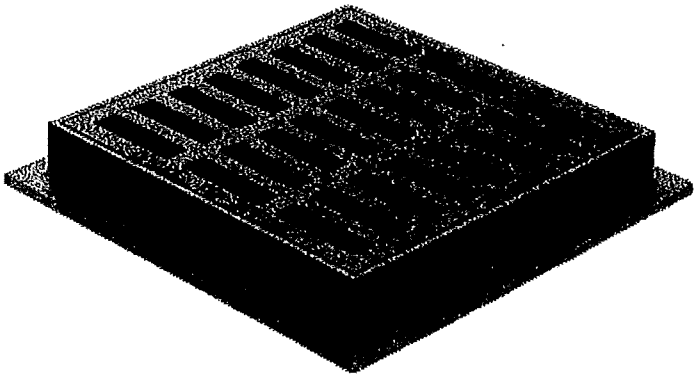
Schenectady NY 12308
City ***State*** ***Zip***

If submitting bid in person or by mail, please write bid title on the outside envelope and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.

Diagram 1

SQUARE CATCH BASIN

26x26	1-1/2	24X24	32x32	4		2.0
Grate	Grate Thickness	Clear Opening	Flange OD	Frame Height	Grate Type	Drain Area Sq. Ft.



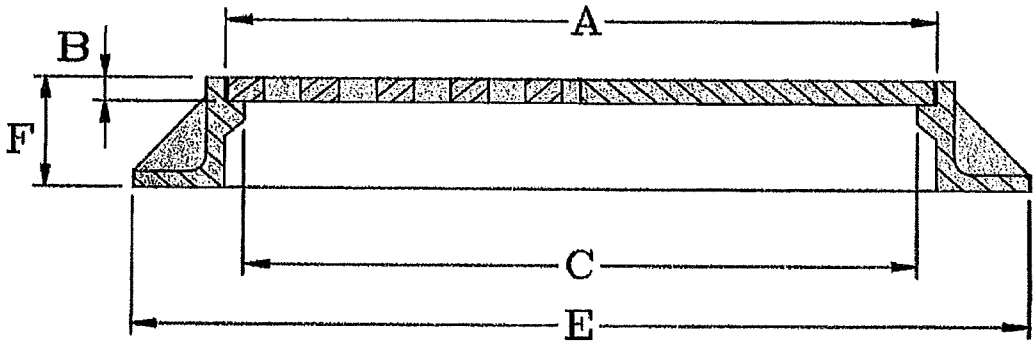
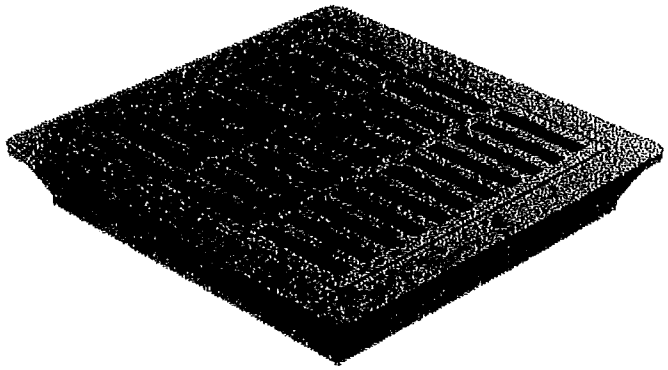
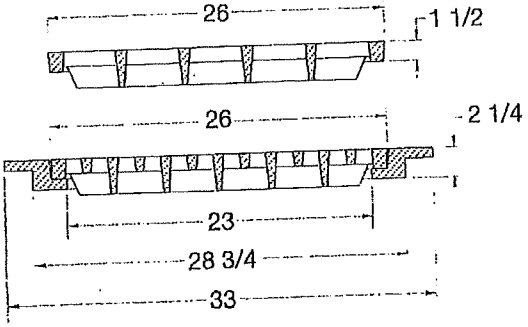


Diagram 2 SQUARE INLET BASIN

26x26	1 1/2	24X24	32x32	4		2.0
Grate	Grate Thickness	Clear Opening	Flange OD	Frame Height	Grate Type	Drain Area Sq. Ft.





HIGHWAY MATERIALS	UNIT COST	DEL. COST	F.O.B. POINT
MANHOLE FRAMES AND GRATES:			
SQUARE CATCH BASIN: SEE DIAGRAM 1	485.00	0	RHWY AP
SQUARE INLET BASIN: SEE DIAGRAM 2	445.00		
MANHOLE FRAMES SQUARE RISERS:			
26" X 26" X 1"	276.00		
26" X 26" X 2"	276.00		
MANHOLE ROUND RISERS:			
24" ROUND X 1"	256.00		
26" ROUND X 1"	256.00		

Bidder shall honor bid price for one (1) year commencing on **April 13, 2024**, at the mutual consent of both the Town and the Contractor.

NOTE: Questions should be submitted in writing to Larry LaMora, Town of Rotterdam Highway superintendent llamora@rotterdamny.org and alawson@rotterdamny.org or by calling 518-355-7722.

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:15 a.m. on March 1, 2024,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:15 a.m. March 1, 2024** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. 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.

3. Digital Copies of Drawings and Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFP 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(s) 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.

4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.

5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.

6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.

7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

8. The Town Board reserves the right to reject any or all bids and re-advertise.

9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings of the Town of Rotterdam as specified.

10. Delivery: Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.

11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.

12. The Town Board of the Town of Rotterdam reserves the right to waiver any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.

13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

NON-COLLUSION BIDDING CERTIFICATION

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certificating, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Firm: Guardian Concrete Products Inc

Signed by: Edward Herbst Title: Pres/owner

Signature: _____ Date: _____

RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

Resolved that Edward F Herbst be authorized to sign and submit the bid or proposal of this corporation for Guardian Concrete Products Inc Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Guardian Concrete Products Inc corporation at a meeting of its board of directors held on the 29 day of Feb, 2024.

(SEAL OF THE CORPORATION)

Signature of Secretary

INDIVIDUAL EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

I, Edward F Herbst hereby sign and submit this bid or proposal for Guardian Concrete Products Inc Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of this individual, and for any inaccuracies or misstatements in such certificate this individual bidder shall be liable under the penalties of perjury.

Signature of Individual

Date 2/29/24

TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE

The undersigned bidder agrees to sign a Waiver of Immunity Clause agreeing if called before a Grand Jury to testify concerning the bid or contract, to sign a Waiver of Immunity against Criminal transaction, bid or contract:

Name of Firm: Guardian Concrete Products Inc
Signed by: Edward Herbst Title: Pres/owner
Signature: Date: 2/29/24

Prohibited Activity – No Elected Official, employee or other individuals covered by this policy shall engage in any of the following:

- Harassment: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating,

or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

- Discrimination: The Town of Rotterdam is an Equal Opportunity Employer. The Town does not unlawfully discriminate on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Unlawful discrimination based on membership in these categories is prohibited by applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, assignments, compensation, promotion, transfer, training, leave of absence, and termination.

Definition of Sexual Harassment – This policy places special attention on the prohibition of sexual harassment in the workplace.
Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.
Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;

- Such conduct is made either explicitly or implicitly a term or condition of employment; or

- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.
Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.
Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of Sexual Harassment - The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
    - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
    - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
    - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
    - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
    - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
    - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
    - Sabotaging an individual's work;
    - Bullying, yelling, name-calling.

Prohibition Against Retaliation – Unlawful retaliation can be any action that could discourage an employee from coming forward to make or support a claim of discrimination or harassment, including sexual harassment. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).
Unlawful retaliation against any employee who has engaged in "protected activity" is strictly prohibited by this policy as well as (where applicable) federal, state, and local law. Protected activity occurs when a person has:

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;

- opposed harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or management of harassment or discrimination;
- reported that another employee has been subjected to harassment or discrimination;
- encouraged a fellow employee to report harassment or discrimination;
- participated in a workplace investigation regarding harassment or discrimination;
- testified or assisted in a proceeding involving harassment or discrimination under the Human Rights Law or other anti-discrimination laws.

Even if the alleged discrimination or harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of discrimination or harassment.

Reporting of Discrimination and Harassment (including Sexual Harassment) – Reports of alleged discrimination and/or harassment (including sexual harassment) or retaliation may be made verbally or in writing. A form for the submission of a written complaint is attached to this policy and individuals are encouraged to use this form. If an individual chooses to submit a verbal complaint, such complaint will be recorded by the receiver of this complaint on this form. Employees are encouraged to report incidents of discrimination, harassment (including sexual harassment), or retaliation to their Department Head and/or the Town Supervisor as soon as possible after their occurrence. If the employee's Department Head is believed to be involved in the incident, or if the employee is not comfortable in addressing the incident with the Department Head, the report should be made directly to the Town Supervisor. If the Town Supervisor is believed to be involved in the incident or the employee is not comfortable reporting the incident to the Town Supervisor, the employee should report the incident to a member of the Town Board. Employees who believe they have been discriminated against or harassed and would like to obtain guidance as to how to proceed in filing a complaint, should contact their immediate supervisor, their Department Head, the Town Supervisor, or any member of the Town Board. Employees who work during off-hours are encouraged to contact their supervisor, their Department Head, the Town Supervisor, or any member of the Town Board at home if these individuals do not work during the employee's shift. Non-employees are encouraged to report incidents of alleged discrimination and harassment (including sexual harassment) to either the Department Head of the department where services are being provided, the Town Supervisor, or a member of the Town Board.

Supervisory Responsibility – Supervisory personnel must make every effort to ensure a work environment that is free from discrimination and harassment, including sexual harassment. Any Department Head or supervisor who receives a complaint or information about suspected prohibited activity (as outlined above), observes behavior that may constitute prohibited activity, or for any reason suspects that prohibited activity is occurring, is required to report such suspected prohibited activity to the Town Supervisor, or any member of the Town Board.

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory

personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

Investigation of Complaint – The Town Supervisor, in consultation with the Town Board, will determine the appropriate individual(s) to conduct the investigation. All complaints pursuant to this policy, whether reported in verbal or written form, will be investigated promptly, thoroughly, and in as impartial a manner as possible. The investigation will normally include conferring with the parties involved and any named or apparent witnesses. All employees are required to cooperate in an investigation, if so directed. All persons involved, including complainants, witnesses and alleged perpetrators will be accorded due process to protect their rights to a fair and impartial investigation. All relevant materials, including all electronic communications, documents, emails or phone records that are relevant to the allegations will also be considered. A written report will be prepared documenting the results of the investigation. The individual who reported the complaint and the individual about whom the complaint was made will be notified of the final determination.

Confidentiality – Complaints of discrimination and harassment, including sexual harassment, will be handled and investigated promptly and in a manner that is as impartial and confidential as possible. In no event will information concerning a complaint be released by the Town to third parties or to anyone within the Town employment who is not directly involved in the investigation or handling of the complaint unless otherwise required by law.

Corrective Action and Discipline – Any employee who is found to have violated any aspect of this policy will be subject to corrective or disciplinary action, up to and including termination of employment, as provided by Town operating procedures, including Civil Service Law Section 75, or a collective bargaining agreement. Any Elected Official who violates this policy will be subject to remedial action as provided for and/or allowed under NYS Public Officers Law, as well as any other applicable statutes. Any vendor, supplier, visitor, customer, or other non-employee who violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

Legal Protections and External Remedies – Nothing in this policy should be construed as in any way limiting employees' rights to file a formal complaint with the appropriate state or federal agencies responsible for administering anti-discrimination laws. Complainants should be aware that time restrictions may apply and need to be considered.

Harassment (including sexual harassment) is not only prohibited by Town policy but is also prohibited by federal, state, and (where applicable) local law. Aside from the Town's internal process, employees may also choose to pursue legal remedies with the following governmental entities at any time.

<u>New York State Division of Human Rights (DHR)</u>

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and

there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400. Contact DHR at (888) 392- 3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

Contact the Rotterdam Police Department

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the Rotterdam Police Department.

RESOLUTION NO. 130.24

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. __ OF 2024; TO AMEND SECTION 266-42, ENTITLED "SCHEDULE II: ONE-WAY STREETS" OF THE CODE OF THE TOWN OF ROTTERDAM, ELIMINATING ONE-WAY TRAFFIC FLOW ON LAURA ST. BETWEEN GUILDERLAND AVE. AND PAULINE ST. AND SCHEDULING A PUBLIC HEARING THEREON

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 recognizes the introduction of Introductory Local Law No. __ of 2024; To amend section 266-42, entitled "Schedule II: One-Way Streets" of the Code of the Town of Rotterdam, eliminating one-way traffic flow on Laura St. between Guilderland Ave. and Pauline St.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Town Clerk to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00p.m. on the 27th day of March, 2024 for the following purpose:

> To recognize the introduction of Introductory Local Law No. __ of 2024; To amend section 266-42, entitled "Schedule II: One-Way Streets" of the Code of the Town of Rotterdam, eliminating one-way traffic flow on Laura St. between Guilderland Ave. and Pauline St.

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

DATED: March 13, 2024
Daily Gazette: Please publish once on March 15, 2024
Town Clerk
Post

SECTION 3. This resolution shall become effective March 13, 2024.

DRAFT

DATED: March 13, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

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: February 15, 2024

TO: Legislative Review Board

FROM: Deputy Chief William Male

TITLE OF REQUEST: Recommend the elimination of one way traffic flow on Laura St. between Guilderland Ave. and Pauline St.

TOWN BOARD MEETING: February 28, 2024

March 13, 2024:	Call for public hearing
March 27, 2024:	Hold public hearing
March 27, 2024:	Adopt local law

Background Information: Received complaints from neighboring residents regarding the one way traffic restriction on Laura St. between Guilderland Ave. and Pauline St. This stretch of road was made a one way due to the increased volume of traffic when Napa Auto Parts was housed at this intersection. Napa Auto Parts has since moved from this location. Blue Ocean Bottle and Cans is now at this intersection and does not create a large volume of vehicle traffic. The residents of this area find the one way restriction to be an inconvenience.

Evaluation/Analysis: A visual traffic survey was completed as well as a review of Blue Ocean Bottle and Cans' surveillance video on Saturday July 17, 2021. There was very little vehicle traffic related to the business.

Recommendation(s): Recommend the elimination of one way traffic flow on Laura St. between Guilderland Ave. and Pauline St.

Attachment/Document(s): Memorandum prepared by Sgt. Reilly.

Effect(s) on Existing Law(s): 266-42 of the Rotterdam Town Code

LEGISLATION WILL BE PREPARED BY: RPD

March 13, 2024

ROTTERDAM POLICE DEPARTMENT
UNIFORM DIVISION
TRAFFIC SURVEY

July 28, 2021

TO: Chief Brown, Deputy Chief Male, Lieutenant Collins, Lieutenant Girard

FROM: Sergeant Reilly

RE: Removal of ONE WAY zone on Laura Street

COMPLAINT

The Rotterdam Police Department received a traffic related complaint from a town resident regarding concerns for the portion of Laura Street located between Pauline Avenue and Guilderland Avenue which is a ONE WAY zone.

The resident states that he has lived on Laura Street his whole life and after speaking with several of his neighbors, they feel that the ONE WAY zone on Laura Street is no longer needed due to Napa Auto Parts no longer being located at 2600 Guilderland Avenue. He states that there is no longer a high volume of vehicles at 2600 Guilderland Avenue, and therefore no need for the ONE WAY zone. Additionally, he feels that the local residence are inconvenienced by the one way as it is only for one block and it forces them to travel onto Pauline Avenue rather than continue straight onto Laura Street to gain access to Guilderland Avenue.

SURVEY

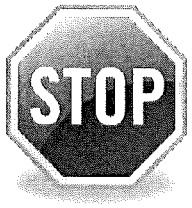
A visual traffic survey was conducted on multiple occasion during the month of July, 2021.

Currently occupying 2600 Guilderland Avenue, which is on the corner of Laura Street and Guilderland Avenue, is a recycling redemption center called Blue Ocean Bottle and Cans.

- I reviewed the surveillance footage from this business for Saturday July 17, 2021, as it would be assumed that Saturday would be the highest traffic day for bottle/can redemption.

I spoke with multiple residents on Pauline Avenue and Laura Street on various days. I asked their input and asked their opinion on the matter as they are most directly affected by the "one way" on Laura Street. All residents did want the ONE WAY zone removed.

ROTTERDAM POLICE DEPARTMENT
UNIFORM DIVISION
TRAFFIC SURVEY



CONCLUSION

In conclusion, I recommend that the ONE WAY zone be removed on Laura Street between Pauline Avenue and Guilderland Avenue. This recommendation is based off of my conversations and requests by residents. Residents on Pauline Avenue stated traffic has increased on Pauline Avenue as the vehicles traveling west on Laura St. to Guilderland Avenue are forced to make a right or left onto Pauline Avenue as a direct result of the ONE WAY zone. Also, upon my visual observations as well as the review of the surveillance video from Blue Ocean Bottle and Cans, I only witnessed two vehicles during several hours park on the side of the building and neither of these vehicles would have obstructed the view of vehicles traveling west on Laura Street. The business itself does not have a large volume of customers and there are no delivery trucks constantly traveling on the Laura Street side of the business as they use to when Napa Auto Parts was there. This small stretch of Laura Street being a one way is no longer needed as there is no longer heavy traffic at 2600 Guilderland Avenue. By doing away with this ONE WAY zone less traffic will be on Pauline Avenue and the residence of that neighborhood will be able to utilize Laura St. in its full capacity, which will be more convenient for their commute.

Respectfully Submitted,

Sgt. Derek J. Reilly
Traffic Sergeant, Rotterdam Police Department

RESOLUTION NO. 131.24

TO AUTHORIZE CHANGE ORDERS NO. 4 WITH BUNKOFF GENERAL CONTRACTORS INC. FOR THE ROTTERDAM TOWN HALL RENOVATIONS

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 Change Orders No. 4 with Bunkoff General Contractors Inc, located at 790 Watervliet Shaker Road, Latham, NY 12110, for the Rotterdam Town Hall Renovations, Contract 1 – General Construction, for a cost increase of $18,021.00 for the removal of existing carpet and installation of new carpet in the Board Room, for a new contract sum totaling one million, one hundred forty eight thousand, six hundred seventy seven and 00/100 ($1,148,677.00) dollars.

SECTION 2. This resolution shall become effective March 13, 2024.

DATED: March 13, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

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:	March 1, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Change Orders #4, Bunkoff General Contractors, Inc.
TOWN BOARD MEETING:	March 13, 2024
Background Information:	Bunkoff General Contractors Inc. is the General Contractor for the Rotterdam Town Hall Renovations.
Evaluation/Analysis:	Barton & Loguidice has submitted a change order for Bunkoff General Contractors, Inc. for the Rotterdam Town Hall Renovations. Change order #4 is for the removal of existing carpet and installation of carpet tile in the board room.
Recommendation(s):	Authorize the Supervisor to enter into an agreement with Bunkoff General Contractors, Inc. in amount not to exceed $18,021.00.
Attachment/Document(s):	Barton & Loguidice Change Order dated March 1, 2024.
Compliance with Purchasing Policy:	
Effect(s) on Existing Law(s):	
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Town of Rotterdam
Rotterdam Town Hall Renovations
1100 Sunrise Boulevard
Rotterdam, NY 12306
B&L Project Number: 904.055.001

CONTRACT INFORMATION:
Contract For: Contract No. 1 - General Construction

Date: 11/28/2023

CHANGE ORDER INFORMATION:
Change Order Number: GC CO 004

Date: 03/01/2024

OWNER: *(Name and address)*
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

ARCHITECT: *(Name and address)*
Barton & Loguidice
10 Airline Drive, Suite 200
Albany, NY 12205

CONTRACTOR: *(Name and address)*
Bunkoff General Contractors, Inc.
790 Watervliet Shaker Rd.
Latham, NY 12110

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
This Change Order is for the removal of existing carpet and installation of carpet tile in the Board Room, see attached documentation.

The original Contract Sum was	$	1,128,000.00
The net change by previously authorized Change Orders	$	2,656.00
The Contract Sum prior to this Change Order was	$	1,130,656.00
The Contract Sum will be increased by this Change Order in the amount of	$	18,021.00
The new Contract Sum including this Change Order will be	$	1,148,677.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be 10/28/2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Barton & Loguidice	Bunkoff General Contractors, Inc.	Town of Rotterdam
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Josh Conley - Project Architect	Nathan Bunkoff - President	
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
03/01/2024	3/1/24	
DATE	**DATE**	**DATE**

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User Notes:

BUNKOFF GENERAL CONTRACTORS, INC.
790 WATERVLIET-SHAKER ROAD
LATHAM, NEW YORK 12110
518-786-8666 - FAX 518-786-0896

CHANGE ORDER
REQUEST NO: 006

DATE: 2/27/24

JOB: **Rotterdam Town Hall Building Renovations**

BUNKOFF JOB NO.: 711

To: Barton & Loguidice, D.P.C
10 Airline Drive, Suite 200
Albany, NY 12205

Attn: Joshua D. Conley, RA

Per RFP No.005 - Remove existing carpet, and provide and install carpet tile in Board Room 223. Carpet Tile to be Mohawk Group, Learn and Live Collection or approved equal.

TOTAL CHANGE: $ 18,021.00

Work regarding this change will not begin until approval is received in writing. Quote is valid for 15 days unless noted otherwise. Only the specific work noted herein is included. This Change is the subject of additional cost & time under the contract. This shall constitute a Notice of Claim for additional compensation and time of performance under the contract documents. The full cost & additional contract time will be forwarded when identifiable.

Schedule Impact: TBD

cc:

The work covered by this order shall be performed under the same Terms and Conditions as that included in the Original Contract.

CHANGES APPROVED

_____
Firm Name

REQUEST NO: 006

_____
Title

_____
Date

By_____
Nathan Bunkoff, President

BUNKOFF GENERAL CONTRACTORS, INC

CHANGE ORDER SUMMARY BGC701

PROJECT: Rotterdam Town Hall Building Reno. BGC JOB #: 711 BGC CHANGE REQ #: 6

DESCRIPTION: Board Room Carpet Replacement

Part A: Labor (includes all required fringes, insurance, taxes, etc.) As detailed in BGC702

Class	Hours from BGC702	Cost per Hour	Total Labor Costs
Carpenter	0	$77.66	$0.00
Mason	0	$83.86	$0.00
Ironworker	0	$87.37	$0.00
Carpenter Foreman	0	$89.66	$0.00
Laborer	24	$79.37	$1,904.88
Painter / Taper	0	$69.18	$0.00

Labor Cost	$1,904.88
Overhead @ 10%	$190.49
Subtotal	$2,095.37
Profit @ 10%	$209.54
TOTAL FOR PART A:	$2,304.90

Part B: Miscellaneous Costs, as detailed in BGC702=====>

Miscellaneous Cost	$450.00
Overhead @ 10%	$45.00
Subtotal	$495.00
Profit @ 10%	$49.50
TOTAL FOR PART B:	$544.50

Part C: Material, as detailed in BGC703==========>

Material Cost	$0.00
Overhead @ 10%	$0.00
Subtotal	$0.00
Profit @ 10%	$0.00
TOTAL FOR PART C:	$0.00

Part D: Equipment, as detailed in BGC703==========>

Equipment Cost	$0.00
Overhead @ 10%	$0.00
Subtotal	$0.00
Profit @ 10%	$0.00
TOTAL FOR PART D:	$0.00

Part E: Subcontractor Quotes

Landmark Flooring	$13,315.00

Subcontractors Cost	$13,315.00
Profit @ 10%	$1,331.50
TOTAL FOR PART E:	$14,646.50

DAYS DELAYED tbd

SUBTOTAL	$17,495.90
3% bonds and insurance	$524.88
TOTAL FOR THIS CHANGE:	$18,020.78

February 27, 2024

Project Manager - Jenniffer Wright — Date

This Change in Condition is the subject of additional cost & time under the contract. This shall constitute a Notice of Claim for additional compensation and time of performance under the contract documents. The full cost & additional contract time will be forwarded when identifiable.

BUNKOFF GENERAL CONTRACTORS, INC.

LABOR & MISC. TAKE-OFF SHEET BGC702

PROJECT: Rotterdam Town Hall Building Renc BGC JOB #: 711 BGC CHANGE #: 6

DESCRIPTION: Board Room Carpet Replacement

LABOR COSTS -- PART A --

	Description of Work	Carpenter	Mason	Ironworker	Carpenter Foreman	Laborer	Paint/Taper
1	Demo Existing Carpet and Cove Base (8hrs x3 laborers)					24	
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
	Total Labor Hours:	0	0	0	0	24	0
		Oper C	Mason	Ironworker	Carpenter	Laborer	Paint/Taper

MISCELLANEOUS COSTS -- PART B --

	Take-Off		Labor Costs		Material Costs		Equipment Costs	
	Quantity	Unit	Unit Cost	Labor Costs	Unit Cost	Material Cost	Unit Cost	Equipment Costs
Layout				$0.00		$0.00		$0.00
Surveying				$0.00		$0.00		$0.00
Testing				$0.00		$0.00		$0.00
Mobilize Equipment				$0.00		$0.00		$0.00
Demobilize Equipment				$0.00		$0.00		$0.00
Pick Up & Deliver Materials				$0.00		$0.00		$0.00
Daily Cleaning				$0.00		$0.00		$0.00
Phone and Fax Usage				$0.00		$0.00		$0.00
Caulking				$0.00		$0.00		$0.00
Dust Partitions				$0.00		$0.00		$0.00
On-Site Material Handling				$0.00		$0.00		$0.00
As-Builts				$0.00		$0.00		$0.00
Additional Drwgs & Spec's				$0.00		$0.00		$0.00
Snow Removal				$0.00		$0.00		$0.00
Temporary Heat				$0.00		$0.00		$0.00
Haul Trash to Dumpster	1	LS	$200	$200.00		$0.00		$0.00
Dumpster Charges	5	cy		$0.00		$0.00	$50	$250.00
				$0.00		$0.00		$0.00
Subtotals for Labor Material & Equipment:				$200.00		$0.00		$250.00
Total Costs:								$450.00

F:\blank forms\attached to form BGC 701

Landmark
Flooring Concepts, Inc.

Tony Torani – President
Landmark Flooring Concepts, Inc.
5 Interstate Ave., Albany NY 12205

518-459-3030
518-459-3080
ttorani@landmarkflooring.com

February 27, 2024

Bunkoff General Contractors
790 Watervliet-Shaker Rd.
Latham, NY 12110
ATTN: Jennifer Wright

PROPOSAL – Rotterdam Town Hall

Supply and Install:
Mohawk Carpet Tile – Learn & Live Collection
Prep floors to accept new Carpet Tile
4" Vinyl Cove Base

Material:	$ 9,550.00
Labor:	$ 3,765.00
Total:	$13,315.00

Exclusions:
- Removal of existing carpet
- Sales Tax

Proposed by:

Tony Torani nm

Tony Torani – President

RESOLUTION NO. 132.24

TO NEGOTIATE AND EXECUTE AMENDMENT ONE TO AN EXISTING AGREEMENT WITH PRIME AE FOR THE WATER DISTRICT NO. 3 & NO. 4 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 one to an existing agreement with Prime AE, located at 100 Great Oaks Boulevard, Suite 114, Albany, NY 12203, for professional engineering services for the Water District No. 3 & No. 4 Water System Improvements, for funding application assistance through the DWSRF & Water Infrastructure Initiative Act (WIIA) Programs, in an amount not to exceed five thousand eight hundred and 00/100 ($5,800.00) dollars, for a new total agreement amount not to exceed ninety seven thousand and 00/100 ($97,000.00) dollars.

SECTION 2. This resolution shall become effective March 13, 2024.

DATED: March 13, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

Albany Office
100 Great Oaks Boulevard, Suite 114, Albany, NY 12203
P: 1.833.723.4768

March 4, 2024

Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Blvd.; Town Hall
Rotterdam, NY 12306

Re: Water District #3 & #4 Water System Improvements
Amendment #1 - Funding Application Assistance
Proposal for Engineering Services
GNY02WD-23351

Dear Supervisor Collins:

KB Group of NY, Inc. dba PRIME AE Group of NY (PRIME AE) is pleased to present this proposed amendment to our professional engineering services related to funding application preparation for the Water District #3 & #4 Water System Improvements Project. As you know, PRIME AE recently completed the Preliminary Engineering Report for the above-mentioned project.

A. Base Services

The project is eligible for potential funding through the DWSRF & Water Infrastructure Initiative Act (WIIA) Programs. In order to be ready for the WIIA Grant Application that is due of June 14, 2024, the following items need to be completed as part of the application process:

1. PRIME AE will fill out the required forms to get the project listed on the Drinking Water State Revolving Fund (DWSRF) Intended Use Plan (IUP) Annual List.
2. PRIME AE will prepare the SRF financing full application (15 pages) and the NYS WIIA application (11 pages). The Town will have to adopt a resolution authorizing the Town Supervisor to sign the funding application.
3. As part of the funding application, it will be necessary for the Town to complete and submit the SEQRA review of the project. Required elements include Lead Agency Resolution, Full Environmental Assessment Form Parts 1, 2 & 3, Negative Declaration Resolution, Negative Declaration Statement, NYSDEC Environmental Notice Bulletin (ENB) Proof of Publication, SEQRA package submitted to involved agencies, and all SEQRA response letters (including State Historic Preservation Office (SHPO) letter). PRIME AE will assist the Town in completing these items, however, the Town Board will need to adopt the resolutions and provide certified copies within the required timelines.

4. The Town Board will need to adopt a bonding resolution based on the total project cost and provide a certified copy, along with the Estoppel Notice and proof of publication. Please note that the adoption of the bond resolution does not commit the Town to actually borrowing or spending any money.
5. PRIME AE will prepare all draft resolutions required as part of the funding application, except the Bond Resolution that needs to be prepared by the Bond Counsel.

Prior rounds of the funding program provided up to a 60% grant and required a 40% local match or EFC loan for eligible applicants. **The next round of EFC WIIA grant funding is due June 14, 2024, and there is not much time to complete the above scope of work prior to the submission deadline.** Therefore, it is imperative to begin the application process as soon as possible as the State is looking to fund projects that meet their "readiness" criteria.

B. Fee

For the services described in this proposal, PRIME AE proposes to complete the work for a lump sum fee total amount of **$5,800.00**, billed monthly on a percent complete basis.

C. Exceptions and Limitations

a. The Town will need to retain bond counsel for resolution preparation.

D. Additional Services

Additional projects and services will be the subject of a mutually agreed and separately executed Change Order. In the event that you request additional routine services that substantively relate to the subject of this Proposal and which in our judgement do not rise to the level of a Change Order or require a new proposal, ("Out-of-Scope Services"), our fees for such services will be based on the time required for the work performed at our standard rates, plus expenses. All such services will be subject to the terms of this Proposal, including PRIME AE's Standard Terms and Conditions, attached hereto.

E. Access to Client Facilities.

In providing the Services, PRIME AE may from time to time need to test, access, or use the Client's systems, applications, or hardware (collectively, "Client Network"). Client shall provide PRIME AE in advance of the commencement of the affected Services with a copy of Client's safety, security, and facilities policies which are applicable to the use of, and access to, the Client Network and PRIME AE shall use commercially reasonable efforts to abide by such communicated policies as appropriate under the circumstances. If compliance with such policies will prevent or impair PRIME AE from performing the Services or its obligations under this Agreement, the Parties shall work in good faith to develop reasonable exceptions to such policies. If such exceptions cannot be agreed upon, the applicable Statement(s) of Work will be modified to excuse PRIME AE's performance of the affected Services. If PRIME AE's adherence to Client's policies increases PRIME AE's costs of providing the Services, PRIME AE shall notify Client of the foregoing and Client shall pay PRIME AE for the increased costs associated with adherence to such policies.

F. Terms & Conditions

Our work under this Proposal shall be performed in accordance with PRIME AE's Standard Terms and Conditions, attached hereto and hereby incorporated herein and made a part of this Proposal for all purposes as if fully set forth herein.

If you agree with this Proposal, please return an executed copy of this Proposal & the attached Engineering Amendment #1. If you have any questions, please feel free to contact me.

Sincerely,
KB Group of NY, Inc. dba PRIME AE Group of NY

Douglas P. Cole, P.E.
Senior Director of Engineering

cc: Jack Dodson, Deputy Supervisor

Enclosure: Standard Terms & Conditions
Engineering Amendment #1

AGREED TO BY TOWN OF ROTTERDAM:	AGREED TO BY KB GROUP OF NY, INC. DBA PRIME AE GROUP OF NY:
Mollie Collins, Town Supervisor	Douglas P. Cole, P.E. – Senior Director of Engineering - NY
DATE:	DATE: 3/4/2024

AGREEMENT MODIFICATION #1
KB GROUP OF NY, INC. and

TOWN OF ROTTERDAM

This Agreement Modification #1 (hereinafter referred to as the "Amendment 1") is made and entered into this 4th day of March 2024, by and between **KB GROUP OF NY, Inc. dba PRIME AE Group of NY** having an address at 100 Great Oaks, Boulevard., Suite 114, Albany, NY 12203 ("KB Group") and **TOWN OF ROTTERDAM**, having an address at 1100 Sunrise Blvd., Rotterdam, NY 12306 collectively referred to as "Parties".

RECITALS

A. WHEREAS, the Parties have entered into an Agreement dated February 22, 2023 (hereinafter referred to as the "Agreement") for KB Group to provide engineering services;

B. WHEREAS KB provided the Town of Rotterdam a proposal dated February 22, 2023 for engineering services for the Rotterdam Junction Water District No. 3 & No. 4 System Evaluation ("Project") for a fee not to exceed $91,200.00;

C. WHEREAS, the Parties hereby further agree to amend the said Agreement in accordance with the terms and conditions contained in this Amendment 1.

AMENDMENT

NOW THEREFORE, in consideration of the mutual agreement of the Parties to amend the Agreement and for other good and valuable consideration, which is acknowledged by the Parties, the Parties agree that the Agreement be amended as follows:

1. CLIENT has requested funding application assistance for this Project, and the additional scope of work not included in the original contract agreement, and agrees to increase funds by $5,800.00;
2. KB Group agrees to provide additional services for the Project as follows:
   Additional work related to assisting the Town with funding application assistance work, and additional scope of work not included in the original contract agreement for an additional $5,800.00.

TERMS & CONDITIONS

The Parties agree that all of the terms and conditions of the Agreement shall remain in full force and effect.

ENTIRE AGREEMENT

The Agreement, as amended by this Amendment 1, contains the entire agreement of the Parties hereto with respect to the subject matter hereof. Any representations, inducements, or agreements, oral or otherwise, between the Parties not contained in this Amendment 1 shall be of any force and effect. This Amendment 1 may not be modified, changed or terminated, in whole or in part, in any manner other than by an agreement in writing signed by duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be duly executed as of the day and year hereinbefore first written.

KB GROUP OF NY, Inc.

_____

By: Douglas P. Cole, PE

Title: Senior Director of

Engineering

TOWN OF ROTTERDAM

_____

By:

Title:

RESOLUTION NO. 124.23

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, March 8, 2023, at 7:00 p.m., the following resolution was duly adopted:

AUTHORIZE AN AGREEMENT WITH PRIME AE FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO A WATER SYSTEM EVALUATION FOR THE ROTTERDAM JUNCTION WATER DISTRICTS NO. 3 & 4

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 Prime AE, located at 100 Great Oaks Boulevard, Suite 114 Albany, New York 12203, for Professional Engineering Services related to a Water System Evaluation for the Rotterdam Junction Water Districts No. 3 & 4, for a lump sum fee not to exceed ninety-one thousand two hundred and 00/100 ($91,200.00) dollars.

SECTION 2. This resolution shall become effective March 8, 2023.

DATED: March 8, 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 March 8, 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 March 10, 2023.

TOWN OF ROTTERDAM Office of the Town Clerk Schenectady, County, N.Y.

Diane M. Marco

Diane M. Marco, Town Clerk

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:	March 2, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Proposal for Engineering Services-.Rotterdam Junction WD3&4 System Evaluation
TOWN BOARD MEETING:	March 8, 2023
Background Information:	Water Districts No. 3 & 4 is served by an extensive water distribution system that consists of water mains, valves and hydrants of various age and materials. Many isolation valves are difficult to locate (paved over), some hydrants are inoperable, and some water services include lead service lines.
Evaluation/Analysis:	An assessment of the water system infrastructure is prudent to comply with NYSDEC permit conditions, NYSDEC/EPA lead service inventory mandate, and for the proper maintenance and operation of the Water Distribution System.
Recommendation(s):	Authorize the Supervisor to negotiate and execute an agreement with Prime AE for professional engineering services relating to a Water System Evaluation for the Rotterdam Junction Water Districts No. 3 & 4.
Attachment/Document(s):	Prime AE agreement dated February 22, 2023.
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Albany Office
100 Great Oaks Boulevard | Suite 114 | Albany, New York 12203
P: 518.382.1774

February 22, 2023

Mollie Collins
Supervisor
Town of Rotterdam
1100 Sunrise Blvd., Town Hall
Rotterdam, NY 12306

Re: **Town of Rotterdam**
Rotterdam Junction WD3&4 System Evaluation
Proposal for Engineering Services – Revision 1

Dear Mrs. Collins:

KB Group of NY, Inc. dba PRIME AE Group of NY (PRIME AE) is pleased to submit this revised Proposal to provide Professional Engineering Services related to a Water System Evaluation of the Rotterdam Junction Water Districts 3 & 4. We propose the following scope of engineering services:

A. Base Services

Task 1: Information Gathering & Watermain Evaluation

1. Attend a scoping meeting with Town representatives.
2. Review existing mapping in our files and additional mapping as provided by the Town.
3. Evaluate watermain improvements, including replacing pipes with larger sizes on side streets (8" minimum), consideration for elimination of dead ends, and redundant pipes on Main Street.

Task 2: Valve Inventory

1. Develop an isolation valve inventory spreadsheet with size, location, GPS coordinate, operability (with Town personnel assistance), open/close direction. PRIME AE will perform the initial inspection of valve boxes while obtaining GPS locations and advise the Town of any access issues for operation of the valves (full of dirt, water or under pavement). Based upon our knowledge of the system there may be approximately 140 valves of varying sizes from 2" through 10".

Task 3: Lead Service Line Inventory

1. Create a lead service line inventory (related Town records to be provided) of approximately 400 water services per the Town's Annual Water System Report. We will utilize the EPA Service Line Inventory Template for this task. This also incorporates development of a targeted questionnaire to selected customers to assess the magnitude of lead services. We have also included 80 hours of field representative time to confirm assumptions.

Task 4: Hydrant Assessment

1. Perform a hydrant assessment with a deliverable consisting of a spreadsheet with ID number, location, GPS coordinate, make, model, size nozzles, Storz Nozzle (yes/no), age, operability (with Town personnel assistance), isolation valve (yes/no and GPS coordinate); color, any other notable comments. Based upon our knowledge of the system there may be approximately 65 hydrants.

Task 5: Preliminary Engineering Report

1. Prepare a water distribution system map (scale to be determined, utilizing State Coordinate Plane) using County and Google maps as the base mapping and depicting water system facilities with GPS location of valves and hydrants.
2. Develop options for water source redundancy (1 groundwater source and connection to District #5); pros and cons of consolidation with WD#5 (high level overview); regulatory and environmental considerations; funding options; cost assessment; and affordability determination.
3. Assemble the above information in a Preliminary Engineering Report whose format complies with funding agency guidelines for content.

B. Fee

We propose to provide the above services for a lump sum amount not to exceed **$91,200.00**, to be billed monthly on a percentage complete basis. The following table provides a breakdown of the fee for each task.

Task	Lump Sum Fee
1: Info Gathering & Main Eval.	$9,390.00
2: Valve Inventory	$21,659.00
3: LSL Inventory	$23,966.00
4: Hydrant Assessment	$11,726.00
5: Preliminary Engineering Report	$24,458.00
Total	$91,200.00

C. Exceptions and Limitations

- PRIME AE will observe as Town Water Department personnel operate valves and hydrants.
- Town is responsible for bagging non-functioning hydrants.
- Town is responsible for dirt and debris removal from valve boxes. If valves are buried under pavement, access shall be provided by the Town.
- Computer hydraulic modeling of the distribution system is not included.

D. Additional Services

Additional projects and services will be the subject of a mutually agreed and separately executed Change Order. In the event that you request additional routine services that substantively relate to the subject of this Proposal and which in our judgement do not rise to the level of a Change Order or require a new proposal, ("Out-of-Scope Services"), our fees for such services will be based on the time required for the work performed at our standard rates, plus expenses. All such services will be subject to the terms of this Proposal, including PRIME AE's Standard Terms and Conditions, attached hereto.

E. Access to Client Facilities.

In providing the Services, PRIME AE may from time to time need to test, access, or use the Client's systems, applications, or hardware (collectively, "Client Network"). Client shall provide PRIME AE in advance of the commencement of the affected Services with a copy of Client's safety, security, and facilities policies which are applicable to the use of, and access to, the Client Network and PRIME AE shall use commercially reasonable efforts to abide by such communicated policies as appropriate under the circumstances. If compliance with such policies will prevent or impair PRIME AE from performing the Services or its obligations under this Agreement, the Parties shall work in good faith to develop reasonable exceptions to such policies. If such exceptions cannot be agreed upon, the applicable Statement(s) of Work will be modified to excuse PRIME AE's performance of the affected Services. If PRIME AE's adherence to Client's policies increases PRIME AE's costs of providing the Services, PRIME AE shall notify Client of the foregoing and Client shall pay PRIME AE for the increased costs associated with adherence to such policies.

G. Terms & Conditions

Our work under this Proposal shall be performed in accordance with PRIME AE's Standard Terms and Conditions, attached hereto and hereby incorporated herein and made a part of this Proposal for all purposes as if fully set forth herein.

If you agree with this Proposal, please return an executed copy of this Proposal. If you have any questions, please feel free to contact me.

Sincerely,

KB Group of NY, Inc. dba PRIME AE Group of NY

Douglas P Cole

Douglas P. Cole, P.E.
Senior Director of Engineering

Enclosure: Standard Terms & Conditions

cc: Charles Jack Dodson

AGREED TO BY TOWN OF ROTTERDAM:

Mollie A. Collins

Mollie Collins, Supervisor

DATE: 3/9/2023

AGREED TO BY KB GROUP OF NY, INC. DBA PRIME AE GROUP OF NY:

Bhaumik hotha

Bhaumik Hotha, P.E. – Senior Vice President

DATE: 2/22/2023

1. **General.** These Standard Terms & Conditions, together with the accompanying proposal, constitute the full and complete Agreement between PRIME AE Group, Inc. (and its affiliates and subsidiaries) ("PRIME AE") and the entity or person to whom the proposal is addressed ("Client") to perform basic or additional services as set forth in the proposal. PRIME AE and Client may be referred to collectively herein as "the parties", and any one of them may be referred to as "a party". The technical and pricing information in the proposal is the confidential and proprietary property of PRIME AE and shall not be disclosed or made available to third parties without the written consent of PRIME AE. Unless otherwise specified in the proposal, the proposal fees and schedule constitute PRIME AE's best estimate of the charges and time required to complete the project. As the project progresses, site conditions, changes in the law, or other unknown facts or events may dictate revisions in scope and fee. PRIME AE will inform Client of such situations so that proposal revisions can be accomplished. The parties agree to negotiate such revisions in good faith.

2. **Performance of Services.** PRIME AE's services will be performed in accordance with generally accepted practices and ordinary skill and care of architects, engineers, scientists and/or technical professionals providing similar services at the same time, in the same locale, and under like circumstances. Client agrees that PRIME AE has been engaged to provide professional services only, and that PRIME AE does not owe a fiduciary duty or responsibility to Client. There are no intended third-party beneficiaries to this Agreement. No other warranty, express or implied, is included or intended by the Agreement. PRIME AE is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between PRIME AE and Client or its subcontractors or consultants. PRIME AE does not represent or warrant that any permit or approval will be issued by any governmental body in view of the complexity and the frequent changes in applicable rules and regulations and interpretations by authorities.

3. **Right of Entry.** Client shall be responsible for obtaining all legal right-of-entry, and associated costs, onto properties required by the project.

4. **Modification.** This Agreement may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Standard Terms & Conditions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Standard Terms & Conditions shall govern.

5. **Compensation.** Client shall pay PRIME AE pursuant to the rates and charges set forth in the proposal. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. Client shall notify PRIME AE in writing of any disputed amount within fifteen (15) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. If Client fails to make any payment due to PRIME AE for services and expenses within thirty (30) days after receipt of PRIME AE's statement therefor, the amounts due PRIME AE will be increased at the rate of 1.5% per month from said thirtieth day, and in addition, PRIME AE may, after giving seven (7) days' written notice to Client, suspend services under this Agreement. Unless payment is received by PRIME AE within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, PRIME AE shall have no responsibility to Client for delay or damage caused Client because of such suspension of services. Client shall pay all undisputed fees. In the event PRIME AE employs the services of any attorney or agency to collect any sums due hereunder or to enforce any terms contained herein. Client agrees to pay litigation costs, reasonable attorney's fees and court costs (prior to and through any trial and/or subsequent proceeding) incurred by PRIME AE.

6. **Insurance.** PRIME AE will maintain workers' compensation insurance as required under the laws of the state in which the services will be performed. PRIME AE agrees to purchase at its own expense, Comprehensive General Liability insurance with a combined single limit of $1,000,000 per occurrence and $2,000,000 in the aggregate for bodily injury, including death and property damage; Professional Liability insurance in the amount of $1,000,000 per claim and in the aggregate; Automobile Liability insurance with a combined single of $1,000,000 per occurrence; and will, upon request, furnish insurance certificates to Client

reflecting PRIME AE's standard coverage and providing thirty (30) days prior written notice in the event of cancellation or material change in coverage. PRIME AE agrees to purchase whatever additional insurance is requested by Client (presuming such insurance is available, from carriers acceptable to PRIME AE) provided Client reimburses the premiums for additional insurance.

7. **Confidentiality**. PRIME AE will hold confidential all business and technical information obtained from Client or generated in performing services under this Agreement, except to the extent required for: (1) performance of services under this Agreement; (2) compliance with professional standards of conduct; (3) the preservation of the public safety, health, and welfare; (4) compliance with any court order, statute, law, or governmental directive; and/or (5) protection of PRIME AE against claims or liabilities arising from the performance of services under this Agreement. PRIME AE's obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.

8. **Ownership of Documents.** All reports, notes, drawings, specifications, data, intellectual property, inventions, discoveries, processes, calculations, and other documents, including those in electronic form, obtained, created or prepared by PRIME AE in performing services under this Agreement are instruments of PRIME AE's service ("Instruments"), and all rights, copyrights, titles and interests in the Instruments shall remain PRIME AE's property, whether or not the project is completed. Client agrees not to use Instruments for marketing purposes, for projects other than the project for which the documents were prepared by PRIME AE, for future modifications to this project, or for any other purpose than the purpose intended under this Agreement, without first obtaining PRIME AE's express written permission for a specific use license. Any reuse or distribution of Instruments to third parties without such express written permission, verification or project-specific adaptation by PRIME AE will be at Client's sole risk and without liability to PRIME AE or its employees, affiliates, subsidiaries, independent contractors, and subcontractors. Client shall indemnify, defend, and hold harmless PRIME AE and its employees, affiliates, subsidiaries, independent contractors, and subcontractors from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom. Any such verification or project-specific adaptation shall entitle PRIME AE to additional compensation.

9. **Suspension of Services and Termination**. Either party may, at any time, suspend further services or terminate this Agreement. Suspension or termination shall be by written notice effective seven (7) days after receipt by the receiving party. PRIME AE may terminate this Agreement immediately upon giving Client a written notice of termination upon occurrence of any of the following: (a) an event of Force Majeure has been continuing during more than sixty (60) days or (b) prevented, hindered, or delayed performance due to disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic). Client agrees to compensate PRIME AE for all services performed and commitments made prior to the effective date of the suspension or termination, together with reimbursable expenses including those of subcontractors, subconsultants and vendors. Where payment is based on lump sum contract, Client agrees that the final invoice after Client's suspension or termination of services will be based on the percentage of work completed to the effective date of suspension or termination, plus reasonable suspension or termination charges including, but not limited to, personnel and equipment rescheduling adjustments and all other related costs and charges directly attributable to suspension or termination. In the event of suspension of services or termination by Client, PRIME AE shall have no liability to Client or others. Client agrees to indemnify and hold PRIME AE harmless from any claim or liability resulting from such suspension or termination.

10. **Force Majeure**. Except for Client's obligation to pay for services rendered by PRIME AE, including those of its' subcontractors, subconsultants and vendors, no liability will attach to either party from delay in performance or nonperformance caused by circumstances or events beyond the reasonable control of the party affected, including, but not limited to, acts of God, disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic), fire, flood, unanticipated site, building or subsurface conditions, regulatory permitting, terrorism, explosion, war, request or intervention of a government authority (foreign or domestic), court order (whether at law or in equity), labor relations, accidents, delays or inability to obtain

materials, equipment, fuel or transportation. Delays within the scope of this article that cumulatively exceed thirty (30) calendar days shall, at the option of either party, make this Agreement subject to termination or renegotiation. Should Client require PRIME AE to maintain its personnel and equipment available during the delay period, Client agrees to compensate PRIME AE for additional labor, equipment, and any and all other costs associated with PRIME AE in maintaining its personnel during the delay period.

11. **Mutual Waiver of Consequential Damages.** Neither Client nor PRIME AE, nor their affiliates or subsidiaries, nor the officers, directors, agents, employees, or their subcontractors, subconsultants, or vendors, shall be liable to the other, third parties, or shall make any claim for any incidental, indirect, special, collateral, exemplary, punitive or consequential damages arising out of, or connected in any way to the services or this Agreement, whether the action in which recovery of damages is sought is based upon contract, tort, including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, strict liability, breach of contract and breach of warranty. Consequential damages include, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action.

12. **Services During Construction.** If PRIME AE provides services including the performance of services during the construction phase of the project, it is understood that the purpose of such services, including to visit the project site, will be to enable PRIME AE to better perform its services as a design professional, and to determine, in general, if construction is proceeding in a manner indicating that the completed work of others will conform generally to the contract documents. PRIME AE shall not, during such visits or as a result of observations of construction, supervise, direct, or have control over others' work nor shall PRIME AE have authority over, or responsibility for, the means, methods, sequences or procedures of construction selected by others or safety precautions and programs incident to the work of others or for any failure of others to comply with laws, rules, regulations, ordinances, codes or orders applicable to others furnishing and performing their work. PRIME AE does not guarantee the performance of the construction work or contract by others and does not assume responsibility for others' failure to furnish and perform their work. If PRIME AE's services during construction include shop drawing review, PRIME AE will review (or take other appropriate action with respect to) shop drawings, samples, and other data which the contract documents require PRIME AE to review, but only for conformance with PRIME AE's design concept of the project and compliance with the information set forth in contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences, or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. PRIME AE's review or other actions shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve others of (a) their obligations regarding review and approval of any such submittals, and (b) their exclusive responsibility for the means, methods, sequences and procedures of constructions, including safety of construction.

13. **Certifications.** PRIME AE shall not be required to sign any documents, no matter by whom requested, that would result in PRIME AE's having to provide certification, a guarantee, or a warranty.

14. **Reliance.** PRIME AE shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's employees, representatives, agents, independent contractors, construction managers, consultants and contractors, and information from public records, without the need for independent verification. Any opinions rendered by PRIME AE pursuant to this Agreement are for the sole and exclusive use of Client, and are not intended for the use of, or reliance upon, by any third parties without the prior written approval of PRIME AE. Client agrees to indemnify, hold harmless, and defend PRIME AE to the fullest extent permitted by law for any claims, losses, or damages allegedly suffered by others due to unauthorized reliance of any opinion provided under the Agreement.

15. **Opinion of Probable Costs.** When required as part of its services, PRIME AE will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of

operations and maintenance costs prepared by PRIME AE hereunder will be made on the basis of PRIME AE's experience and qualifications and will represent PRIME AE's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that PRIME AE does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the services.

16. **Limitation of Liability**. Client and PRIME AE have discussed the risks, rewards, and anticipated outcome of the project in the proposal and an estimated total fee for service, and agree that to the fullest extent permitted by law, the total liability, in the aggregate, of PRIME AE, its' officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to PRIME AE's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, errors, omissions, strict liability or contract, shall be limited to an amount of $50,000 or PRIME AE's fee, whichever is greater. PRIME AE's calculation of fees, however set forth in the proposal, is based upon and conditioned on Client's acceptance of and enforcement before a mediator or a court of this limitation of liability. A request by Client to increase this limitation of liability must be made to PRIME AE in writing prior to Client's acceptance of the proposal. PRIME AE may increase the limit of liability in consideration of additional payment by Client. The increased limit of liability will become effective only upon a specific modification to these standard terms & conditions by an authorized representative of PRIME AE.

17. **Dispute Resolution.** If a dispute arises out of or relates to this Agreement or breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved by these negotiations, prior to the initiation of legal proceedings, Client and PRIME AE agree to submit all claims and disputes arising out of this Agreement to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will participate in the mediation in good faith, that they will share equally in its costs, and that neither party will commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

18. **Precedence**. These Standard Terms & Conditions shall take precedence over any inconsistent or contradictory provisions contained in, or referenced by, any proposal, contract, purchase order, requisition, notice to proceed, or similar or like document.

19. **Severability**. If any of these standard terms & conditions are finally determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these Standard Terms & Conditions to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

20. **Survival**. These Standard Terms & Conditions shall survive the completion of PRIME AE's services on the project and the termination of services for any cause.

21. **Governing Law**. The laws of the state in which the project is located shall govern the validity and interpretation of this Agreement. Client agrees that any legal action or proceeding arising out of the provision of services by PRIME AE pursuant to the proposal or any modification thereof may be submitted by PRIME AE to a State Court in the State of Maryland or State of Ohio without regard to the choice of law provision. Client irrevocably consents to jurisdiction of (and waives dispute of venue in) the aforementioned venues.

22. **Assignment**. No assignments by Client of this Agreement or of any monies due or to become due hereunder shall be binding upon PRIME AE until PRIME AE's written consent thereto is obtained. Any assignment by Client to anyone of any right under this Agreement without the written consent of PRIME AE shall be null and void and without effect.

RESOLUTION NO. 133.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH PRIME AE FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO ROTTERDAM WATER DISTRICT NO. 5 LEAD SERVICE LINE INVENTORY ASSISTANCE

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 Prime AE, located at 100 Great Oaks Boulevard, Suite 114, Albany, NY 12203, to provide Professional Engineering Services related to Rotterdam Water District No. 5 Lead Service Line Inventory Assistance, in the amount not to exceed one hundred seventy-five thousand, five hundred and 00/100 ($175,500.00) dollars.

SECTION 2. This resolution shall become effective on March 13, 2024.

DATED: March 13, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

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:	March 6, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Proposal for Engineering Services-WD 5 Lead Service Line Inventory Assistance
TOWN BOARD MEETING:	March 13, 2024
Background Information:	Water Districts No. 5 is served by an extensive water distribution system that consists of water mains, valves, hydrants, and water services of various age and materials. The Town must comply with the EPA Lead and Copper Rule (LCR) to protect public health and reduce exposure to lead and copper in drinking water. EPA has mandated that a comprehensive material inventory be completed by October 16, 2024..
Evaluation/Analysis:	Prime AE is familiar with the Town's water systems and is currently performing a comparable inventory for the Rotterdam Junction water system.
Recommendation(s):	Authorize the Supervisor to negotiate and execute an agreement with Prime AE for professional engineering services relating to Rotterdam WD#5 Lead Service Line Inventory Assistance
Attachment/Document(s):	Prime AE agreement dated February 16, 2024.
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Albany Office
100 Great Oaks Boulevard, Suite 114, Albany, NY 12203
P: 1.833.723.4768

February 16, 2024

Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Blvd., Town Hall
Rotterdam, NY 12306

Re: **Town of Rotterdam**
Rotterdam WD#5 Lead Service Line Inventory Assistance
Proposal for Engineering Services

Dear Mrs. Collins:

KB Group of NY, Inc. dba PRIME AE Group of NY (PRIME AE) is pleased to present this proposal for professional engineering services related to assisting the Town with compliance with the EPA Lead and Copper Rule (LCR) to protect public health and reduce exposure to lead and copper in drinking water. The most common sources of lead in drinking water are from lead service lines and the solder in brass or bronze faucets and fixtures. **As such, the EPA has mandated that a comprehensive service material inventory be completed by October 16, 2024**. A more detailed description of the Engineering Assistance components are as follows:

A. Base Services

We envision the Lead Service Line Inventory Assistance consisting of the following elements through October of 2024:

1. PRIME AE will review existing Town water system mapping, the Town Water Rules and Regulations, user list all as provided by the Town.
2. PRIME AE will utilize Town records of building construction dates to compare with lead material ban dates to help reduce the number of properties that need to complete a questionnaire/survey.
3. PRIME AE will provide program coordination for a period of eight (8) months.
4. PRIME AE will assist the Town in developing a plan to inventory the service lines throughout the Town's WD#5, following EPA & NYSDOH guidelines. Some elements of the plan are as follows:
    a. Determine the elements to include in the inventory.
    b. Determine the approach for developing the inventory and procedures for collecting information.
    c. Review of historical records (Town personnel).
    d. Identify service line investigation methods.
    e. Provide recommendations for classifying service line materials, planning investigations and setting up the inventory format.
    f. Discuss ways to provide public accessibility to the information collected.
5. PRIME AE will use an online survey to collect owner service line information. PRIME AE will coordinate the launch of the survey along with data collection and data curation of the survey results. For those residents who respond by paper copies, PRIME AE will input a limited number of paper copies of the survey into the inventory (40 hours included in the budget).

6. PRIME AE will provide field confirmation services of up to 5% of the interior water service pipe types for properties that do not respond to the survey (600 hours in budget). Town to coordinate our access.
7. PRIME AE will assist the Town in populating the NYSDOH template LSL Inventory list based on the information collected for the System Side and Owner Side.
8. PRIME AE will assist the Town in the final assembly of the final LSL Inventory package & letter report to be submitted to NYSDOH/EPA.
9. PRIME AE will draft a Preliminary Engineering Report or Lead Service Line Replacement Plan.
10. PRIME AE will research and advise on funding options available for the inventory and replacement of lead service lines.
11. PRIME AE will conduct two informational meetings at Town Hall to inform the board and general public about the EPA Lead and Copper Rule (LCR) and Lead Service Line Replacement (LSLR) Program requirements. These two informational meetings will include a presentation of the guidelines for the residents on how to complete the resident online survey (used to collect the Owner Side service line details).

B. Fee

For the services described in this proposal, PRIME proposes to complete the work for a lump sum fee total amount of **$175,500.00**, billed monthly on a percent complete basis.

The recently announced Bipartisan Infrastructure Law (BIL) provides for funding of Lead Service Line Inventories and Lead Service Line Replacements through the Drinking Water State Revolving Fund (DWSRF). Projects that do not meet the States Disadvantaged Community (DAC) eligibility criteria are eligible for BIL-LSLR interest-free financing only (no grant). As noted above, PRIME AE will assist with the funding application to cover a portion of the Inventory costs, however, there is no guarantee the Town will be selected.

C. Exceptions and Limitations

a. Limited existing records search and field work (600 hours) is included in this proposal for field verification of owner side service line.
b. Limited number of paper survey response entry is included in the fee (40 hours).
c. This fee does not include field verification of system side service lines.
d. Lead Service Line Inventory(LSLI) funding application preparation assistance is not included in this proposal, but can be provided as an amendment.
e. Lead Service Line Replacement (LSLR) funding application preparation assistance is not included in this proposal, but can be provided as an amendment, once the Town selects the option or options to proceed with after the LSL Inventory is complete.

D. Additional Services

Additional projects and services will be the subject of a mutually agreed and separately executed Change Order. In the event that you request additional routine services that substantively relate to the subject of this Proposal and which in our judgement do not rise to the level of a Change Order or require a new proposal, ("Out-of-Scope Services"), our fees for such services will be based on the time required for the work performed at our

standard rates, plus expenses. All such services will be subject to the terms of this Proposal, including PRIME AE's Standard Terms and Conditions, attached hereto.

E. Access to Client Facilities.

In providing the Services, PRIME AE may from time to time need to test, access, or use the Client's systems, applications, or hardware (collectively, "Client Network"). Client shall provide PRIME AE in advance of the commencement of the affected Services with a copy of Client's safety, security, and facilities policies which are applicable to the use of, and access to, the Client Network and PRIME AE shall use commercially reasonable efforts to abide by such communicated policies as appropriate under the circumstances. If compliance with such policies will prevent or impair PRIME AE from performing the Services or its obligations under this Agreement, the Parties shall work in good faith to develop reasonable exceptions to such policies. If such exceptions cannot be agreed upon, the applicable Statement(s) of Work will be modified to excuse PRIME AE's performance of the affected Services. If PRIME AE's adherence to Client's policies increases PRIME AE's costs of providing the Services, PRIME AE shall notify Client of the foregoing and Client shall pay PRIME AE for the increased costs associated with adherence to such policies.

F. Terms & Conditions

Our work under this Proposal shall be performed in accordance with PRIME AE's Standard Terms and Conditions, attached hereto and hereby incorporated herein and made a part of this Proposal for all purposes as if fully set forth herein.

If you agree with this Proposal, please return an executed copy of this Proposal. If you have any questions, please feel free to contact me.

Sincerely,

KB Group of NY, Inc. dba PRIME AE Group of NY

Jeffrey D. Trzeciak, P.E.
Senior Project Manager II

cc: Jack Dodson, Deputy Supervisor

Enclosure: Standard Terms & Conditions

AGREED TO BY TOWN OF ROTTERDAM:	AGREED TO BY KB GROUP OF NY, INC. DBA PRIME AE GROUP OF NY:
Mollie Collins, Supervisor	Jeffrey D. Trzeciak, P.E. - Senior Project Manager II
DATE:	DATE: 2/16/2024

1. **General**. These Standard Terms & Conditions ("ST&C"), together with the accompanying proposal, constitute the full and complete Agreement between PRIME AE Group, Inc. (and its affiliates and subsidiaries) ("PRIME AE") and the entity or person to whom the proposal is addressed ("Client") to perform basic or additional services as set forth in the proposal. PRIME AE and Client may be referred to collectively herein as "the parties", and any one of them may be referred to as "a party". The technical and pricing information in the proposal is the confidential and proprietary property of PRIME AE and shall not be disclosed or made available to third parties without the written consent of PRIME AE. Unless otherwise specified in the proposal, the proposal fees and schedule constitute PRIME AE's best estimate of the charges and time required to complete the project. As the project progresses, site conditions, changes in the law, or other unknown facts or events may dictate revisions in scope and fee. PRIME AE will inform Client of such situations so that proposal revisions can be accomplished. The parties agree to negotiate such revisions in good faith.

2. **Performance of Services**. PRIME AE's services will be performed in accordance with generally accepted practices and ordinary skill and care of architects, engineers, scientists and/or technical professionals providing similar services at the same time, in the same locale, and under like circumstances ("Standard of Care"). Client agrees that PRIME AE has been engaged to provide professional services only, and that PRIME AE does not owe a fiduciary duty or responsibility to Client. There are no intended third-party beneficiaries to this Agreement. No other warranty, express or implied, is included or intended by the Agreement. PRIME AE is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between PRIME AE and Client or its subcontractors or consultants. PRIME AE does not represent or warrant that any permit or approval will be issued by any governmental body in view of the complexity and the frequent changes in applicable rules and regulations and interpretations by authorities.

3. **Right of Entry**. Client shall be responsible for obtaining all legal right-of-entry, and associated costs, onto properties required by the project.

4. **Modification**. This Agreement may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these ST&C and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these ST&C shall govern.

5. **Compensation**. Fees are quoted for present calendar year and will be subject to escalation on January 1st each year thereafter as determined by PRIME AE. The Client shall pay PRIME AE pursuant to the rates and charges set forth in the proposal. Invoices terms are net cash, due and payable upon receipt of invoice. Full payment of all invoices will be due before release of final deliverables. The Client shall notify PRIME AE in writing of any disputed amount within seven (7) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. If Client fails to make any payment due to PRIME AE for services and expenses within thirty (30) days after receipt of PRIME AE's statement therefor, the amounts due PRIME AE will be increased at the rate of 1.5% per month from said thirtieth day, and in addition, PRIME AE may, upon written notice to Client, suspend services under this Agreement. In the event of a suspension of services, PRIME AE shall have no responsibility to Client for delay or damage caused Client because of such suspension of services. Upon suspension, Client shall pay all undisputed fees before PRIME AE continues any performance of services or delivery of any deliverables. In the event PRIME AE employs the services of any attorney or collection agency to collect any sums due hereunder or to enforce any terms contained herein, Client agrees to pay reasonable attorney's fees and court costs incurred by PRIME AE to collect outstanding fees.

6. **Insurance**. PRIME AE will maintain workers' compensation insurance as required under the laws of the state in which the services will be performed. PRIME AE agrees to provide at its own expense, Comprehensive General Liability insurance with a combined single limit of $1,000,000 per occurrence and $2,000,000 in the aggregate; Professional Liability insurance in the amount of $1,000,000 per claim and $2,000,000 in the aggregate; Automobile Liability insurance with a combined single of $1,000,000 per occurrence; and will, upon request, furnish insurance

certificates to Client reflecting PRIME AE's standard coverages and providing thirty (30) days prior written notice in the event of cancellation in coverage.

7. **Confidentiality**. PRIME AE will hold confidential all business and technical information obtained from Client or generated in performing services under this Agreement, except to the extent required for: (1) performance of services under this Agreement; (2) compliance with professional standards of conduct; (3) the preservation of the public safety, health, and welfare; (4) compliance with any court order, statute, law, or governmental directive; and/or (5) protection of PRIME AE against claims or liabilities arising from the performance of services under this Agreement. PRIME AE's obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.

8. **Ownership of Documents**. All reports, notes, drawings, specifications, data, intellectual property, inventions, discoveries, processes, calculations, and other documents, including those in electronic form, obtained, created or prepared by PRIME AE in performing services under this Agreement are instruments of PRIME AE's service ("Instruments"), and all rights, copyrights, titles and interests in the Instruments shall remain PRIME AE's property, whether or not the project is completed. Client agrees not to use Instruments for marketing purposes, for projects other than the project for which the documents were prepared by PRIME AE, for future modifications to this project, or for any other purpose than the purpose intended under this Agreement, without first obtaining PRIME AE's express written permission for a written specific use license. Any reuse or distribution of Instruments to third parties, without such express written specific use license will be at Client's sole risk and without liability to PRIME AE or its employees, affiliates, subsidiaries, independent contractors, and subcontractors. Client shall indemnify, defend, and hold harmless PRIME AE and its employees, affiliates, subsidiaries, independent contractors, and subcontractors from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from use without a written special use license. Any such verification or project-specific adaptation shall entitle PRIME AE to additional compensation.

9. **Suspension of Services and Termination**. Either party may, at any time, suspend further services or terminate this Agreement. Suspension or termination shall be by written notice. PRIME AE may terminate this Agreement immediately upon giving Client a written notice of termination upon occurrence of any of the following: (a) an event of Force Majeure has been continuing during more than thirty (30) days or (b) prevented, hindered, or delayed performance due to disease, epidemic, pandemic, quarantine, or acts of government (foreign or domestic). Client agrees to compensate PRIME AE for all services performed and commitments made prior to the suspension or termination, together with reimbursable expenses including those of subcontractors, subconsultants and vendors. Where payment is based on lump sum contract, Client agrees that the final invoice after Client's suspension or termination of services will be based on the percentage of work completed as of the date of suspension or termination, plus reasonable suspension or termination charges including, but not limited to, personnel and equipment rescheduling and all other related costs and charges directly attributable to suspension or termination. In the event of suspension of services or termination by Client, PRIME AE shall have no liability to Client or others. Client agrees to indemnify, defend and hold PRIME AE harmless from any claim or liability resulting from any suspension or termination.

10. **Force Majeure**. Except for Client's obligation to pay for services rendered by PRIME AE, including those of its' subcontractors, subconsultants and vendors, no liability will attach to either party from delay in performance or nonperformance caused by circumstances or events beyond the reasonable control of the party affected, including, but not limited to, acts of God, cyber-attacks, disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic), fire, flood, unanticipated site, building or subsurface conditions, regulatory permitting, terrorism, explosion, war, request or intervention of a government authority (foreign or domestic), court order (whether at law or in equity), labor relations, accidents, delays or inability to obtain materials, equipment, fuel or transportation. Delays within the scope of this article that cumulatively exceed thirty (30) calendar days shall, at the option of either party, make this Agreement subject to termination or renegotiation. Should Client require PRIME AE to maintain its

personnel and equipment available during the delay period, Client agrees to compensate PRIME AE for additional labor, equipment, and any and all other costs associated with PRIME AE in maintaining its personnel during the delay period.

11. **Mutual Waiver of Consequential Damages**. Neither Client nor PRIME AE, nor their affiliates or subsidiaries, nor the officers, directors, agents, employees, or their subcontractors, subconsultants, or vendors, shall be liable to the other, third parties, or shall make any claim for any incidental, indirect, special, collateral, exemplary, punitive or consequential damages arising out of, or connected in any way to the services or this Agreement, whether the action in which recovery of damages is sought is based upon contract, tort, including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, strict liability, breach of contract and breach of warranty. Consequential damages include, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action.

12. **Design Services During Construction (DSDC)**. If PRIME AE provides DSDC during the construction phase of the project, it is understood that the purpose of such services, including project site visits, will be to determine, in general, if construction is proceeding in a manner indicating that the completed work of others will generally conform to the contract documents. PRIME AE shall not, during such visits or as a result of observations of construction, supervise, direct, or have control over others' work nor shall PRIME AE have authority over, or responsibility for, the means, methods, sequences or procedures of construction selected by others or safety precautions and programs incidental to the work of others or for any failure of others to comply with laws, rules, regulations, ordinances, codes or orders applicable to others furnishing and performing their work. PRIME AE does not guarantee the performance of the construction work or contract by others and does not assume responsibility for others' failure to furnish and perform their work. If PRIME AE's DSDC includes shop drawing review or requests for information as set forth in PRIME AE's proposal, PRIME AE will review (or take other appropriate action with respect to) shop drawings, samples, and other data which PRIME AE's proposal and scope of services require PRIME AE to review, but only for conformance with PRIME AE's design concept of the project and compliance with the information set forth in contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences, or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. PRIME AE's review or other actions shall not constitute approval of construction, an assembly or product of which an item is a component, nor shall it relieve others of (a) their obligations regarding review and approval of any such submittals, and (b) their exclusive responsibility for the means, methods, sequences and procedures of constructions, including safety of construction. If DSDC is not included in the proposal, and the Client requests DSDC from PRIME AE, PRIME AE shall be entitled to additional compensation at its standard rates and fees.

13. **Certifications**. PRIME AE shall not be required to sign any documents, no matter by whom requested, including for Client to obtain financing, that would result in PRIME AE's having to provide certification, a guarantee, or a warranty, or agree to terms that are in conflict with these ST&C.

14. **Reliance**. PRIME AE shall be entitled to rely, without limitation or liability, on the accuracy and completeness of any and all information provided by Client, Client's employees, representatives, agents, independent contractors, construction managers, consultants and contractors, and information from public records, without the need for PRIME AE's independent verification. Any opinions rendered by PRIME AE pursuant to this Agreement are for the sole and exclusive use of Client, and are not intended for the use of, or reliance upon, by any third parties without the prior written approval of PRIME AE. Client agrees to indemnify, defend and hold harmless PRIME AE to the fullest extent permitted by law for any claims, losses, or damages allegedly suffered by PRIME AE or others due to PRIME AE's reliance on such information contemplated under this Section 14.

15. **Opinion of Probable Costs**. When required as part of its scope of services outlined in its proposal, PRIME AE will furnish opinions of probable cost, but does not

guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by PRIME AE hereunder will be made on the basis of PRIME AE's experience and qualifications and will represent PRIME AE's judgment in accordance with the Standard of Care. However, users of the probable cost opinions must recognize that PRIME AE does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the services.

16. **Limitation of Liability**. Client and PRIME AE have discussed the risks, rewards, and anticipated outcome of the project and an estimated total fee for PRIME AE's scope of services, and agree that to the fullest extent permitted by law, the total liability, in the aggregate, of PRIME AE, its' parent company, officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to PRIME AE's scope of services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, errors, omissions, strict liability or contract, regulatory fines or court judgments shall be limited to an amount of $50,000 or PRIME AE's fee, whichever is greater. PRIME AE's calculation of fees, however set forth in the proposal, is based upon and conditioned on Client's acceptance of and enforcement before a mediator or a court of this limitation of liability. A request by Client to increase this limitation of liability must be made to PRIME AE in writing prior to Client's acceptance of the proposal. PRIME AE may increase the limit of liability in consideration of additional payment by Client. The increased limit of liability will become effective only upon a specific modification to these ST&C by an authorized representative of PRIME AE.

17. **Dispute Resolution**. If a dispute arises out of or relates to this Agreement or breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved by these negotiations, prior to the initiation of legal proceedings, Client and PRIME AE agree to submit all claims and disputes arising out of this Agreement to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will participate in the mediation in good faith, that they will share equally in its costs, and that neither party will commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

18. **Precedence**. These ST&C shall take precedence over any inconsistent or contradictory provisions contained in, or referenced by, any proposal, contract, purchase order, requisition, notice to proceed, or similar or like document.

19. **Severability**. If any of these ST&C are finally determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these ST&C to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

20. **Survival**. These ST&C shall survive the completion of PRIME AE's services on the project and the suspension or termination of services for any cause.

21. **Governing Law**. The laws of the state in which the project is located shall govern the validity and interpretation of this Agreement. Client agrees that any legal action or proceeding arising out of the provision of services by PRIME AE pursuant to the proposal or any modification thereof may be submitted by PRIME AE to a State Court in the State of Maryland or State of Ohio without regard to the choice of law provision. Client irrevocably consents to jurisdiction of (and waives dispute of venue in) the aforementioned venues.

22. **Assignment**. No assignments by Client of this Agreement or of any monies due or to become due hereunder shall be binding upon PRIME AE until PRIME AE's written consent thereto is obtained. Any assignment by Client to anyone of any right under this Agreement without the written consent of PRIME AE shall be null and void and without effect.

RESOLUTION NO. 134.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH PHOENIX FENCE LLC

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 and agreement with Phoenix Fence LLC, located at 11071 Mariaville Road, Pattersonville, NY 12137 for the purchase and installation of nine (9) six-foot galvanized fencing gates at Leonard C. White Park (Carmen Park), in the amount not to exceed four thousand seven hundred fifty and 00/100 ($4,750.00) dollars.

SECTION 2. This resolution shall become effective March 13, 2024.

DATED: March 13, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

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: February 27, 2024

TO: Mollie A. Collins, Town Supervisor

FROM: Ronald Schlag, Town Board Member

TITLE OF REQUEST: Purchase and Install Nine (9) Six Foot Galvanized Gates for Leonard C. White Park (Carmen Park)

TOWN BOARD MEETING: March 13, 2024

Background Information: Leonard C. White Park (Carmen Park) has been vandalized several times. The woman's bathroom has been broken into several times with damage being done to the entire door, door frame, locking mechanisms, soap dispensers, paper towel dispensers, walls, ceiling tiles and plumbing.

Evaluation/Analysis: Mr. Mastrioanni, members of the Rotterdam Police Department and myself have met at the park to discuss reasonable security precautions. It was decided that the installation of gates at all pedestrian and truck entries to the park would secure the premises during the overnight hours.

Recommendation(s): Recommend to purchase and install nine (9) six foot galvanized gates for Leonard C. White Park (Carmen Park)

Attachment/Document(s): See attached documents.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Phoenix Fence LLC

11071 Mariaville Rd
Pattersonville, NY 12137 US
+1 5186463293
Phoenixfencingllc@gmail.com
https://phoenixfencing518.com

Estimate

ADDRESS
Parks
1100 Sunrise Blvd Rotterdam Ny 12306

ESTIMATE 1018
DATE 02/08/2024

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
6' galvanized C/L			2,250.00	2,250.00
labor			2,000.00	2,000.00
Installation			500.00	500.00

Custom make 9 6' galvanized C/L gates to work in preexisting gate openings.

TOTAL **$4,750.00**

Accepted By

Accepted Date

ESTIMATE

PRECISION
GATE & FENCE, LLC.

Prepared For

Carman Park
1st Avenue
Rotterdam, NY 12303
(518) 542-3548

PRECISION GATE & FENCE, LLC.

1764 Route 9 #1303
Clifton Park, NY 12065
Phone: (518) 384-4213
Email: mark@precisiongateandfence.com
Fax: (518) 409-7442
Web: precisiongateandfence.com

Estimate #	2395
Date	02/12/2024
Business / Tax #	81-1920224

Description	Rate	Quantity	Total
Walk Gate Systems	$822.00	5	$4,110.00
Furnish and install (5) 6' high galvanized steel single swing pedestrian swing gates outfitted with hardware. The gates will be installed on the existing posts. Gate widths are recorded and will be custom built to fit.			
Double Swing Gate Systems	$1,854.00	2	$3,708.00
Furnish and install (2) 6' high galvanized steel double swing swing gate systems outfitted with hardware. The gates will be installed on the existing posts. Gate widths are recorded and will be custom built to fit.			

If you choose to install 6' galvanized chain link in lieu of the drive gate at the side access road please deduct $1,129.00

Subtotal	$7,818.00
Total	**$7,818.00**
Deposit Due	**$3,909.00**

Deposit of 50% required at acceptance, balance is due on completion. Two year workmanship warranty will begin on substantial completion. Once deposit is processed all contract terms and conditions apply. Due to current market conditions this quote is valid for 5 days.

EXCLUDED UNLESS NOTED: Clearing, grading, core drilling, building permits, location of private utilities, removal of vegetation, removal of concrete footings, removal of boulders, survey or stakeout of property lines.

We will contact DigSafe NY for public utility locate. You the "Owner" is responsible to locate and protect any and all private underground structures. During installation we will take every possible precaution to avoid buried structures, we cannot foresee all possibilities and will not be responsible for any damage that may occur during digging.

All materials shall remain the property of Precision Gate & Fence, LLC. until cleared final payment

By signing this document, you the customer agree to the services and conditions outlined in this document.

_____

Carman Park

____T & P_____
Lawn and Landscape

From: Paul Astemborski

Date: Wednesday, February 7, 2024
Quote: Marx-45329

To: Harry Marx
For: Carmen Park
Schenectady, NY 12203

Phone: (518) 542-3548
Email: bmarx2689@gmail.com

This Quote is Good Through ***Saturday, February 17, 2024***
10 Days

RE: Carmen Park Gate Installation

01) New Gates Install Galvanized 1-5/8" Frame SS40
Includes the Following
5 Single Gates - 6'H x Various Widths
2 Double Gates - 6'H x Various Widths
Hinges: Two (2) Box Hinges Per Gate
Latches: One(1) Strong Arm Latch per Gate
Remove: One(1) 4" Post and Replace with New 4" Post SS40
New Post is set in Concrete 12"dia x 4'D
Cap: 1 4" and 18 1-5/8"
Wire on New Gates is 2x9g (galvanized)

Price: $ 8,600.00

Deduct for Fence only at Double Gate on 3rd Street ***$ 540.00***

The Above Quoted Prices will need to be reviewed and possibly adjusted to reflect current pricing from our suppliers at time of execution of Contract, due to frequent supply disruption in the Industry.

Assume Non-Posted Wages and Equipment Use
Assume New York State Tax Exempt

779 Hampshire Seat, Niskayuna, NY 12309 Phone # (518)393-3898 Fax #(518)357-2224
Email: paultandp@aol.com

RESOLUTION NO. 135.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH LANDART STUDIO NY LANDSCAPE ARCHITECTURE, PLLC FOR PROFESSIONAL DESIGN SERVICES RELATED TO THE EUNICE ESPOSITO PARK PICKLEBALL COURTS

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 LAndArt Studio NY LANDSCAPE ARCHITECTURE, PLLC, located at 1118 Morningside Avenue, Schenectady, New York 12309, to provide Professional Design Services related to the Eunice Esposito Park Pickleball Courts, in the amount not to exceed five thousand six hundred fifty five 00/100 ($5,655.00) dollars.

SECTION 2. This resolution shall become effective on March 13, 2024.

DATED: March 13, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

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: March 6, 2024

TO: Town Board

FROM: Fred Mastroianni, P.E., Town Consultant Engineer

TITLE OF REQUEST: Esposito Park Pickleball Courts

TOWN BOARD MEETING: March 13, 2024

Background Information: The parks committee would like to have pickleball courts built at Esposito Park where the tennis courts are currently in place. The intent is to convert one of the tennis courts into pickleball courts. A site meeting was held with Joe Mastroianni, Park committee chairperson and a Landscape Architect to discuss this project. A proposal was provided from the Landscape Architect of LandArt Studio for preparation of the design plans and construction bid documents.

Evaluation/Analysis: A review of the proposal was performed of the scope of services and lump sum cost for preparation of the design plans and construction bid documents. The lump sum cost is reasonable for the effort involved in preparing the design plans and bid documents.

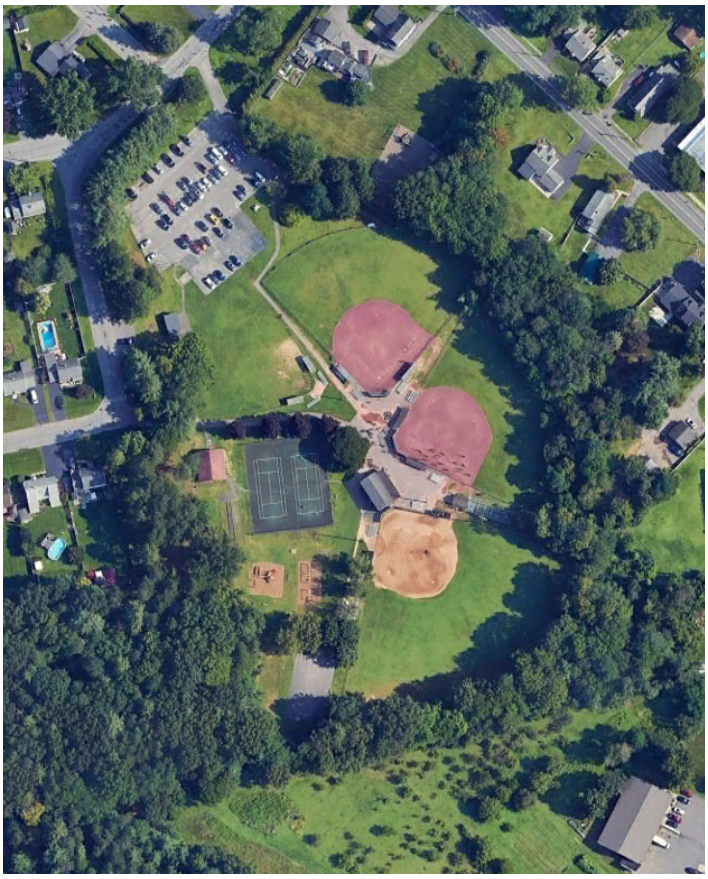
Recommendation(s): I recommend that the Town Board award the design and bid documents to LandArt Studio in the lump sum amount of $5,655.00.

Attachment/Document(s): Proposal dated February 15, 2024.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office



Eunice Esposito Park Pickleball

Rotterdam, New York

Proposal for Design Services

Town of Rotterdam

February 15, 2023

March 4, 2024

Joseph Mastroianni
Rotterdam Town Council

RE: **Esposito Park Pickleball**

Dear Joe:

Thank you to for reaching out to LAndArt Studio for providing design services for converting the tennis courts at Eunice Esposito Park to pickleball courts. Pickleball is an ever-increasing popular recreation activity and should complement the existing offerings at Esposito Park. I commend you and your colleagues for recognizing the importance of updating and improving public parks. I appreciate the opportunity to assist you in making this change to meet the needs and goals of your community.

The professional services outlined in the following pages reflect my understanding of my role in this project. Should you require any changes, please do not hesitate to contact me. If the terms outlined in this proposal are agreeable to you, please sign where indicated and deliver back to LAndArt Studio at your earliest convenience.

Sincerely,

Mary Moore Wallinger, RLA
Principal
LANDART STUDIO NY LANDSCAPE ARCHITECTURE, PLLC

LANDART STUDIO
1118 Morningside Avenue
Schenectady, New York 12309
518.952.0531
mmwallinger@landartstudiony.com

SCOPE OF WORK

General Project Understanding:

- The Town of Rotterdam is interested in converting one or both of the tennis courts in Eunice Esposito Park into pickleball courts.

This following Scope of Work encompasses the role of LAndArt Studio as the Landscape Architect; LAndArt Studio will provide the following services:

TASK 1: PROJECT KICKOFF

LAndArt Studio will review existing aerial imagery and materials provided by the Town of Rotterdam and attend a meeting with the Parks Committee and its community partners to review the scope goals for the project. The meeting will take place on site and include a site walk to examine the existing court. The site visit will need to be scheduled for a time when there is no snow on the existing court.

TASK 2: DESIGN OPTIONS

LAndArt Studio will reach out to a local installer and/or contractor and help coordinate with the Town to get a sense of the current court surface condition and determine whether the existing surface would need milling and/or repaving to proceed with the pickleball court modifications. In addition, based on discussions with the Parks Committee, LAndArt Studio will prepare multiple options for adding pickleball courts. Each tennis court can be altered to include 1-4 pickleball courts and each configuration has different requirements and associated costs. Once the court assessment and design options have been compiled, LAndArt Studio will meet with the Parks Committee and Town Engineer to discuss potential cost implications and to determine a final direction for making the improvements.

TASK 3: CONSTRUCTION DRAWINGS

Based on final direction, LAndArt Studio will prepare construction drawings for making the improvements, including a layout plan and construction details for any new surfacing, fencing, posts and nets, and painting and striping. It is assumed that the drainage will be similar to the existing conditions and can be handled with notes related to required slope and that a survey and full grading plan will be unnecessary. Should either be required, LAndArt Studio can provide a separate proposal. It is also assumed that no electrical or plumbing work will be required as part of this project. Using previous project "front end" examples provided by the Town, LAndArt Studio will coordinate with the Town Engineer and the Parks Committee to prepare a full bid package that can be used for soliciting bids for implementation, including technical specifications, which will be provided by LAndArt Studio. This phase included two meetings.

TASK 4: CONSTRUCTION PHASE SERVICES

- Construction Phase Services are billed hourly and, should the Town request services, a separate proposal can be prepared based on the final scope of construction work.

In performing construction observation visits to the job site, LAndArt Studio shall have no control over nor responsibility for the Contractor's means, methods, sequences, techniques or procedures in performing the work. These are the sole responsibility of the Contractor, who is also responsible for complying with all health and safety precautions as required by regulatory agencies.

LANDART STUDIO
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ADDITIONAL SERVICES

The following services **are not** provided as part of the Basic Services outlined above. Should any of the below services be required, LAndArt Studio will furnish a fee proposal upon your request:

SERVICES NOT INCLUDED

- Survey.
- Report writing.
- Civil Engineering services related to site utilities such as water, storm and/or sewer infrastructure.
- Structural Engineering services related to footings, etc.
- Lighting Design Services
- Hazardous materials (i.e. asbestos, lead, contaminated soils, etc.) consultation, identification of hazardous materials in the project area, or design of hazardous materials abatement.
- Reproduction and distribution of contract documents.
- Testing services.
- Contractor solicitation.

TERMS & CONDITIONS

THIS AGREEMENT (this "Agreement"), effective as of _____ (the "Effective Date"), is between the Town of Rotterdam, with offices at 1100 Sunrise Blvd, Rotterdam, New York 12306 (hereinafter referred to as the "Client"), and LAndArt Studio NY LANDSCAPE ARCHITECTURE, PLLC, a New York professional limited liability company with offices at 1118 Morningside Avenue Schenectady, New York 12309 (hereinafter referred to as "Design Professional").

COMMENCEMENT DATE:

This agreement will become effective upon receipt of a signed copy of this contract.

INITIATION OF WORK:

Signing this Proposal Agreement signifies the intent of the Client to contract Design Professional for professional services. In contracting with Design Professional, Client warrants that funds are available to compensate Design Professional for the total amount of services and expenses contracted, and that these funds are neither encumbered nor contingent upon subsequent approvals, permits, or financing commitments by lending institutions or other parties. Client may initiate work described above by signing where indicated as an agreement and acceptance of this proposal as Design Professional's authorization to proceed.

SCHEDULE:

It is understood that the goal is to construct this project during the 2024 construction season and preferably, in the Spring if possible.

SCOPE OF SERVICES:

The Scope of Work shall be as described herein.

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518.952.0531
mmwallinger@landartstudiony.com

PROPOSED COMPENSATION:

LAndArt Studio will provide the Client with these Professional Services as detailed herein for an **LUMP SUM FEE of Five Thousand Six HUNDRED AND FIFTY-FIVE Dollars ($5,655.00)** as detailed below. A total of **$5,655.00** will not be exceeded without written permission from the Client.

Task 1: Project Kickoff (Approx. 2 hrs.)	$435
Task 2: Design Options (Approx. 12 hrs.)	$1740
Task 3: Construction Drawings And Bid Package(Approx. 24 hrs.)	$3480*
Task 4: Construction Phase Services	Hourly by Separate Contract

*This project assumes up to 5 meetings. Additional meetings shall be billed hourly.

WORK NOT INCLUDED:

Work shall not include any survey, test pits, storm water calculations, location of existing utilities, or recommendations regarding environmental hazards. Work listed under the Scope of Work as not included shall not be included.

ADDITIONAL SERVICES AND HOURLY RATES:

Any Additional Services, as mutually agreed upon, shall be approved in writing by the Client and will be billed at an hourly rate of $145.00 per hour or, if preferable, LAndArt Studio will provide a new proposal upon request.

REIMBURSABLE EXPENSES:

All reasonably and actually incurred direct, reimbursable expenses will be billed to the Client. Reimbursable expenses will be limited to the following, if applicable: document printing, mileage outside of the Capital Region, etc. A total of $150 will not be exceeded without written direction from the Client.

BILLING AND PAYMENT POLICIES:

LAndArt Studio will three invoices as per Exhibit A, Prime Agreement, that will be due and payable upon receipt and become delinquent if not paid in full thirty (30) days after their date. Client shall notify Design Professional of any dispute regarding invoices received within seven (7) days of receipt of invoice. Only the disputed portion of the payment may be withheld. Account delinquency longer than forty-five (45) days will result in the stoppage of work on the job by Design Professional and any sub-consultants. Seven (7) days notice will be given prior to stoppage of work to enable accounts to be brought current. Work will recommence upon payment of all fees and service charges due. In some cases additional fees will be required to stop and start work because of account delinquency.

INSTRUMENTS OF SERVICE:

Designs, architectural works, technical drawings, specifications and all other documents, including those in electronic form, prepared by the Design Professional are Instruments of Service for use solely with respect to this project. The Design Professional shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Design Professional grants to Client license to reproduce these Instruments of Service solely for purposes of constructing and maintaining the Project, provided that Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. Client is permitted to reproduce applicable portions of the documents appropriate to and for use in their execution of the Work by license granted above. Design Professional's designs, architectural works, technical drawings, specifications or other documents shall not be used by Client or other agents on other projects, for additions to this Project, or for the completion of this Project by others, except by agreement in writing and with appropriate compensation to Design Professional.

INSURANCE:

The Design Professional shall procure and maintain throughout the period of this Agreement, at the Design Professional's own cost, insurance for protection from claims under workers compensation, temporary disability and other similar insurance required by law. Certificates of insurance shall be provided to the CLIENT upon written request. LAndArt Studio NY Landscape Architecture, PLLC shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance.

LAndArt Studio
1118 Morningside Avenue
Schenectady, New York 12309
518.952.0531
mmwallinger@landartstudiony.com

LIMITATION OF LIABILITY:

In recognition of the relative risks and benefits of the project to both the Client and the Design Professional, the risks have been allocated such that the Client agrees, to the fullest extent permitted by Law, to limit the liability of the Design Professional and his or her subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Design Professional and his or her subconsultants to all those named shall not exceed the Design Professional's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

LIMITATIONS OF COST ESTIMATES: Any estimate of the cost of the project or any part thereof is not to be construed, nor is it intended, as a guarantee of the total cost.

INDEMNIFICATION: The Client agrees to indemnify and hold harmless LAndArt Studio NY Landscape Architecture, PLLC from all claims and costs (including attorney's fees) arising out of this Agreement except when such claims and costs are caused by the negligent acts, errors or omissions of LAndArt Studio NY Landscape Architecture, PLLC.

The Design Professional agrees to defend, indemnify and keep harmless the Client and its officers, employees and agents, from and against all claims, actions, causes of action, injuries, damages, losses, liabilities and expenses (including, without limitation, reasonable attorney's fees and court costs) arising out of, or in consequence of, any negligent or intentional act or omission of Design Professional to the extent of its or their responsibility for such claims, actions, causes of action, injuries, damages, losses, liabilities and expenses. The provisions of this Article shall survive any termination or expiration of this AGREEMENT.

CERTIFICATE OF MERIT:

The Client shall make no claim for professional negligence, either directly or in a third-party claim, against the Design Professional unless the Client has first provided the Design Professional with a written certification executed by an independent Design Professional currently practicing in the same discipline as the Design Professional and licensed in the State of New York. This certification shall: a) identify the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Design Professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Design Professional not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

PRECEDENCE:

The Client agrees that this AGREEMENT for professional services along with those contained in the specific LAndArt Studio NY Landscape Architecture PLLC Proposal for Services for this project take precedence over standard terms and conditions printed on purchase order forms.

SEVERABILITY:

If any portion of these Terms & Conditions of the Proposal for Services for this project shall for any reason be deemed invalid or unenforceable, such a determination shall not affect the other provisions of this Agreement and the Agreement shall be construed in all respects as though the invalid or unenforceable portion were omitted.

SUSPENSION OF SERVICES:

In the event of a suspension of services caused by the Client, the Design Professional shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, the Design Professional shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design Professionals's services. The Design Professional's fees for the remaining services and the time schedules shall be equitably adjusted.

TERMINATION OF WORK:

Either party may terminate this agreement without cause upon 15 days written notice to the other party. Payment will be due only for work to date of termination.

LANDART STUDIO
1118 Morningside Avenue
Schenectady, New York 12309
518.952.0531
mmwallinger@landartstudiony.com

SIGNATURES:

IN WITNESS WHEREOF, the parties executed this Agreement on the day and year first above written.

TOWN OF ROTTERDAM

By: _____ Date: _____
Name
Title

LANDART STUDIO NY LANDSCAPE ARCHITECTURE, PLLC

By: _____ Date: _____
Mary Moore Wallinger
Principal

LANDART STUDIO
1118 Morningside Avenue
Schenectady, New York 12309
518.952.0531
mmwallinger@landartstudiony.com

RESOLUTION NO. 136.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH LANDART STUDIO NY LANDSCAPE ARCHITECTURE, PLLC FOR PROFESSIONAL DESIGN SERVICES RELATED TO JURACKA PARK

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 LAndArt Studio NY LANDSCAPE ARCHITECTURE, PLLC, located at 1118 Morningside Avenue, Schenectady, New York 12309, to provide Professional Design Services related to a Master Plan for Juracka Park, in the amount not to exceed five thousand six hundred fifty five 00/100 ($5,655.00) dollars.

SECTION 2. This resolution shall become effective on March 13, 2024.

DATED: March 13, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

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: March 6, 2024

TO: Town Board

FROM: Fred Mastroianni, P.E., Town Consultant Engineer

TITLE OF REQUEST: Juracka Park Master Plan

TOWN BOARD MEETING: March 13, 2024

Background Information: Based upon a meeting with the chairperson of the parks committee, Joe Mastroianni, it was discussed that a Master Plan be developed for Juracka Park that will consider making improvements to the existing facilities including a circulation path, seating and other site amenities, beach volleyball, a dog park, opportunities for community art, missing elements, elements that may need to be upgraded or improved, better entry signage, increased parking, and other improvements that could add programming opportunities and ways for residents to enjoy the park. The intent of the project is to engage residents in the process, create a master plan that can easily be executed in phases over time, and build community excitement about the possible new improvements.

Evaluation/Analysis: A review of the proposal was performed of the scope of services and lump sum cost for preparation of the design plans and construction bid documents. The lump sum cost is reasonable for the effort involved in preparing the design plans and bid documents.

Recommendation(s): I recommend that the Town Board award the preparation of the Master Plan to LandArt Studio in the lump sum amount of $5,655.00.

Attachment/Document(s): Proposal dated February 15, 2024.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Master Plan for Juracka Park

Rotterdam, New York

Proposal for Design Services

Town of Rotterdam

February 15, 2023

February 15, 2024

Joseph Mastroianni
Rotterdam Town Council

RE: **Juracka Park**

Dear Joe:

Thank you to for reaching out to LAndArt Studio for providing assistance in designing a master plan for Juracka Park. Parks have the potential to play critical roles in building community and increasing quality of life for residents and Juracka Park is ideally sitauated to provide a range of recreation opportunities and amenities for the surrounding community. I commend you and your colleagues for recognizing the importance of public space and improving it with input from the community. I appreciate the opportunity to assist you in creating a the vision for how this park can better serve its community.

The professional services outlined in the following pages reflect my understanding of my role in this project. Should you require any changes, please do not hesitate to contact me. If the terms outlined in this proposal are agreeable to you, please sign where indicated and deliver back to LAndArt Studio at your earliest convenience.

Sincerely,

Mary Moore Wallinger

Mary Moore Wallinger, RLA
Principal
LANDART STUDIO NY LANDSCAPE ARCHITECTURE, PLLC

LANDART STUDIO
1118 Morningside Avenue
Schenectady, New York 12309
518.952.0531
mmwallinger@landartstudiony.com

SCOPE OF WORK

General Project Understanding:

- The master plan for Juracka Park will consider making improvements to the existing facilities including a circulation path, seating and other site amenites, beach volleyball, a dog park, opportunities for community art, missing elements, elements that may need to be upgraded or improved, better entry signage, improved parking, and other improvements that could increase programming opportunities and ways for residents to enjoy the park.
- The intent of the project is to engage residents in the process, create a master plan that can easily be executed in phases over time, and build community excitement about new improvements.

This following Scope of Work encompasses the role of LAndArt Studio as the Landscape Architect; LAndArt Studio will provide the following services:

TASK 1: PROJECT KICKOFF

LAndArt Studio will review existing aerial imagery and materials provided by the Town of Rotterdam and will facilitate a discussion with the Parks Committee and its community partners to review the scope and discuss initial ideas and goals. We will also discuss opportunities for community participation and programming and an approach to the project.

The meeting will take place on site and include a site walk to hear and see first hand some of the challenges and opportunities to be addressed in the master plan.

TASK 2: CONCEPT PLANS

Based on the feedback from the Parks Committee and its community partners, LAndArt Studio will prepare two conceptual layouts for making improvements to Juracka Park. Each concept will consist of a color-rendered plan and conceptual images representative of the different proposed elements within each concept.

TASK 3: COMMUNITY ENGAGEMENT MATERIALS AND PARK EVENT PARTICIPATION

LAndArt Studio will provide outreach materials for soliciting input on the two concepts and will attend a public outreach event in the park to facilitate input on the two concepts and gain insight for the final master plan. Graphics and outreach materials will include the concept plans and concept images that are thought-provoking and can be used to inspire and solicit ideas from community members about potential improvements to the park and what ideas they have for elements that should be prioritized in the master plan. LAndArt Studio will also prepare a set of outreach materials for the Parks Committee and its community partners to use at other public outreach events and for canvassing visitors to the park.

TASK 4: JURACKA PARK MASTER PLAN

Following the community outreach on the two proposed concepts, LAndArt Studio will meet with the Parks Committee to determine the direction for the final master plan. LAndArt Studio will use this direction to provide the final master plan for the park, which may be one of the two concepts, a hybrid of both, or possibly a hybrid with something new that came out of the public outreach. LAndArt Studio will then provide a final color-rendered and labeled plan for Juracka Park that also incorporates a series of concept images representative of the desired improvements.

LAndArt Studio will also prepare a high level opinion of costs that can be used for budgeting and/or soliciting additional funds for making improvements to the park. LAndArt Studio will meet with the Parks Committee to review the opinion of costs and discuss potential phasing strategies for implementing the recommendations.

ADDITIONAL SERVICES

The following services **are not** provided as part of the Basic Services outlined above. Should any of the below services be required, LAndArt Studio will furnish a fee proposal upon your request:

LANDART STUDIO
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518.952.0531
mmwallinger@landartstudiony.com

- While lighting and water improvements may be considered, any recommendations would be at the master plan level and would not include the related engineering.

SERVICES NOT INCLUDED

- Survey.
- Report writing.
- Civil Engineering services related to site utilities such as water, storm and/or sewer infrastructure.
- Structural Engineering services related to footings, etc.
- Lighting Design Services
- Hazardous materials (i.e. asbestos, lead, contaminated soils, etc.) consultation, identification of hazardous materials in the project area, or design of hazardous materials abatement.
- Preparation of construction documents.
- Preparation of specified boilerplate or technical specifications.
- Bid package preparation.
- Reproduction and distribution of contract documents.
- Testing services.
- Contractor solicitation.

TERMS & CONDITIONS

THIS AGREEMENT (this "Agreement"), effective as of _____ (the "Effective Date"), is between the Town of Rotterdam, with offices at 1100 Sunrise Blvd, Rotterdam, New York 12306 (hereinafter referred to as the "Client"), and LAndArt Studio NY LANDSCAPE ARCHITECTURE, PLLC, a New York professional limited liability company with offices at 1118 Morningside Avenue Schenectady, New York 12309 (hereinafter referred to as "Design Professional").

COMMENCEMENT DATE:

This agreement will become effective upon receipt of a signed copy of this contract.

INITIATION OF WORK:

Signing this Proposal Agreement signifies the intent of the Client to contract Design Professional for professional services. In contracting with Design Professional, Client warrants that funds are available to compensate Design Professional for the total amount of services and expenses contracted, and that these funds are neither encumbered nor contingent upon subsequent approvals, permits, or financing commitments by lending institutions or other parties. Client may initiate work described above by signing where indicated as an agreement and acceptance of this proposal as Design Professional's authorization to proceed.

SCHEDULE:

The project shall begin in Spring 2024 and may extend into the Summer, depending upon the outreach schedule.

SCOPE OF SERVICES:

The Scope of Work shall be as described herein.

LANDART STUDIO
1118 Morningside Avenue
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518.952.0531
mmwallinger@landartstudiony.com

PROPOSED COMPENSATION:

LAndArt Studio will provide the Client with these Professional Services as detailed herein for an **LUMP SUM FEE of FIVE THOUSAND SIX HUNDRED AND FIFTY-FIVE DOLLARS ($5,655.00)** as detailed below. A total of **$5,655** will not be exceeded without written permission from the Client.

TASK 1: PROJECT KICKOFF (APPROX. 3 HRS.)	$435
TASK 2: CONCEPT PLANS (APPROX. 12 HRS.)	$1740
TASK 3: COMMUNITY ENGAGEMENT (APPROX. 12 HRS.)	$1740
TASK 4: JURACKA PARK MASTER PLAN (APPROX. 12 HRS.)	$1740

WORK NOT INCLUDED:

Work shall not include any survey, test pits, storm water calculations, location of existing utilities, or recommendations regarding environmental hazards. Work listed under the Scope of Work as not included shall not be included.

ADDITIONAL SERVICES AND HOURLY RATES:

Any Additional Services, as mutually agreed upon, shall be approved in writing by the Client and will be billed at an hourly rate of $145.00 per hour or, if preferable, LAndArt Studio will provide a new proposal upon request.

REIMBURSABLE EXPENSES:

All reasonably and actually incurred direct, reimbursable expenses will be billed to the Client. Reimbursable expenses will be limited to the following, if applicable: document printing, mileage outside of the Capital Region, etc. A total of $150 will not be exceeded without written direction from the Client.

BILLING AND PAYMENT POLICIES:

LAndArt Studio will three invoices as per Exhibit A, Prime Agreement, that will be due and payable upon receipt and become delinquent if not paid in full thirty (30) days after their date. Client shall notify Design Professional of any dispute regarding invoices received within seven (7) days of receipt of invoice. Only the disputed portion of the payment may be withheld. Account delinquency longer than forty-five (45) days will result in the stoppage of work on the job by Design Professional and any sub-consultants. Seven (7) days notice will be given prior to stoppage of work to enable accounts to be brought current. Work will recommence upon payment of all fees and service charges due. In some cases additional fees will be required to stop and start work because of account delinquency.

INSTRUMENTS OF SERVICE:

Designs, architectural works, technical drawings, specifications and all other documents, including those in electronic form, prepared by the Design Professional are Instruments of Service for use solely with respect to this project. The Design Professional shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Design Professional grants to Client license to reproduce these Instruments of Service solely for purposes of constructing and maintaining the Project, provided that Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. Client is permitted to reproduce applicable portions of the documents appropriate to and for use in their execution of the Work by license granted above. Design Professional's designs, architectural works, technical drawings, specifications or other documents shall not be used by Client or other agents on other projects, for additions to this Project, or for the completion of this Project by others, except by agreement in writing and with appropriate compensation to Design Professional.

INSURANCE:

The Design Professional shall procure and maintain throughout the period of this Agreement, at the Design Professional's own cost, insurance for protection from claims under workers compensation, temporary disability and other similar insurance required by law. Certificates of insurance shall be provided to the CLIENT upon written request. LAndArt Studio NY Landscape Architecture, PLLC shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance.

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mmwallinger@landartstudiony.com

LIMITATION OF LIABILITY:

In recognition of the relative risks and benefits of the project to both the Client and the Design Professional, the risks have been allocated such that the Client agrees, to the fullest extent permitted by Law, to limit the liability of the Design Professional and his or her subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Design Professional and his or her subconsultants to all those named shall not exceed the Design Professional's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

LIMITATIONS OF COST ESTIMATES: Any estimate of the cost of the project or any part thereof is not to be construed, nor is it intended, as a guarantee of the total cost.

INDEMNIFICATION: The Client agrees to indemnify and hold harmless LAndArt Studio NY Landscape Architecture, PLLC from all claims and costs (including attorney's fees) arising out of this Agreement except when such claims and costs are caused by the negligent acts, errors or omissions of LAndArt Studio NY Landscape Architecture, PLLC.

The Design Professional agrees to defend, indemnify and keep harmless the Client and its officers, employees and agents, from and against all claims, actions, causes of action, injuries, damages, losses, liabilities and expenses (including, without limitation, reasonable attorney's fees and court costs) arising out of, or in consequence of, any negligent or intentional act or omission of Design Professional to the extent of its or their responsibility for such claims, actions, causes of action, injuries, damages, losses, liabilities and expenses. The provisions of this Article shall survive any termination or expiration of this AGREEMENT.

CERTIFICATE OF MERIT:

The Client shall make no claim for professional negligence, either directly or in a third-party claim, against the Design Professional unless the Client has first provided the Design Professional with a written certification executed by an independent Design Professional currently practicing in the same discipline as the Design Professional and licensed in the State of New York. This certification shall: a) identify the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Design Professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Design Professional not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

PRECEDENCE:

The Client agrees that this AGREEMENT for professional services along with those contained in the specific LAndArt Studio NY Landscape Architecture PLLC Proposal for Services for this project take precedence over standard terms and conditions printed on purchase order forms.

SEVERABILITY:

If any portion of these Terms & Conditions of the Proposal for Services for this project shall for any reason be deemed invalid or unenforceable, such a determination shall not affect the other provisions of this Agreement and the Agreement shall be construed in all respects as though the invalid or unenforceable portion were omitted.

SUSPENSION OF SERVICES:

In the event of a suspension of services caused by the Client, the Design Professional shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, the Design Professional shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design Professionals's services. The Design Professional's fees for the remaining services and the time schedules shall be equitably adjusted.

TERMINATION OF WORK:

Either party may terminate this agreement without cause upon 15 days written notice to the other party. Payment will be due only for work to date of termination.

LANDART STUDIO
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Schenectady, New York 12309
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mmwallinger@landartstudiony.com

SIGNATURES:

IN WITNESS WHEREOF, the parties executed this Agreement on the day and year first above written.

TOWN OF ROTTERDAM

By: _____ Date: _____
Name
Title

LANDART STUDIO NY LANDSCAPE ARCHITECTURE, PLLC

By: _____ Date: _____
Mary Moore Wallinger
Principal

LANDART STUDIO
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mmwallinger@landartstudiony.com

RESOLUTION NO. 137.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH ULTIMATE ROOFING

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 and agreement with Ultimate Roofing, located at 207 East Campbell Road, Schenectady, New York 12303, for the repair of the Senior Citizens Center auditorium roof entrance, in the amount not to exceed three thousand two hundred and 00/100 ($3,200.00) dollars.

SECTION 2. This resolution shall become effective March 13, 2024.

DATED: March 13, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

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: March 6, 2024

TO: Town Board

FROM: James Keith, Sr. Building Inspector

TITLE OF REQUEST: To authorize the repair of the roof at the Rotterdam Senior Center

TOWN BOARD MEETING: March 13, 2024

Background Information: The Rotterdam Senior Center roof needs a permanent repair. The portion of the roof that needs repair is by the entrance to the auditorium.

Evaluation/Analysis: The town has received three (3) bids for this repair. Two (2) of the bids are not permanent repairs that will not last. Ultimate Roofing offers the repair that appears to be a permanent fix.

Recommendation(s): Authorize the permanent repair of the Rotterdam Senior Center roof.

Attachment/Document(s): Price Quotation

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisor

ULTIMATE ROOFING

518-888-ROOF Roofing518.com

CONTRACT

OFFICE: 518-888-7663
207 E CAMPBELL RD SCHENECTADY NY 12303
ULTIMATE8886@GMAIL.COM

Name Town of Rotterdam (Senior Center) Date 1-23-2024

Address 2639 Hamburg Street City Schenectady ZIP 12303

[redacted] Email jKeith@rotterdamny.org

JOB DESCRIPTION

EPDM (0.60) ☒ **TPO** ☐

~~REMOVAL OF~~ Leave EXISTING ROOF. Entry - Auditorium only

REMOVAL ALL JOB DEBRIS FROM PREMISES DAILY.

INSTALLATION

DRIP EDGE	INSULATION		SCREWS	DRAINS	Notes
SIZE 11/2	☒ ½"	☐ 1"	☒ PLATES	☐ 2"	
COLOR White	☐ 2"	☐ TAPERED	☒ SEAM TAPE	☐ 3"	
Term BAR	☐ OTHER _____		☒ COVER TAPE	☐ 4" None	

DECKING: DAMAGED/ROTTEN DECKING NEEDING TO BE CHANGED WILL BE AN ADDITIONAL CHARGE. CUSTOMER INITIALS _____

PLYWOOD: $_____ PER 4'X8' SHEET SHIP LAP/PLANKS: ☐ PRICED $6 PER LINEAL FOOT ☐ METAL DECKING $_____

Re point Concrete caps with trowled mortar _____ SHEETS/_____ FT

TEN YEAR WORKMANSHIP WARRANTY - MANUFACTURER'S WARRANTY ON MATERIALS

CUSTOMER ACCEPTANCE We propose to furnish material and labor- complete in accordance with the above specifications for the sum of $ 3,200.00 ~~with payment to be made as 50% down and~~ remaining balance due upon completion. The above process, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Please note, this proposal may be withdrawn by us if not accepted within 30 Days.

CUSTOMER SIGNATURE x _____ Date _____

ULTIMATE ROOFING SIGNATURE x [signature] Date 1-23-2024

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra cost will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, weather, and delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. A Finance Charge will be added to any account more than 30 days past due. APR 18%. In the event it becomes necessary to bring legal action to collect the sum due under this contract, the customer is responsible for all costs and disbursements in connection with the legal action including but not limited to attorney's fees. Permission and Release for Photography- Customer grants Ultimate Roofing permission to take photographs and video footage of property and roofing work performed by Ultimate Roofing by means of, but not limited to, drone and aerial imaging. Ultimate Roofing does not attain any interest in Customer's trademark, logo, copyrights, or other intellectual property; visit Roofing518.com for more information.

PAYMENT: FINANCE CREDIT CARD *5% SURCHARGE FEE CHECK # _____ TOTAL $ COLLECTED _____

PINNACLE ROOFING INC.
We've got you covered.

1101 Wedgewood Heights
Schenectady, New York 12306
(518) 435-2400
www.pinnroof.com

ACCREDITED BUSINESS BBB

PLATINUM

SELECT ShingleMaster CertainTeed

Repair Proposal

Representative
Cameron LaVallee

Phone Number
(518) 488-4975

Date
02/22/2024

Customer Information

(Estimate Good for _____ Days)

Name
Jim Keith

Address
2639 Hamburg Street

City
Schenectady

State
NY

Zip
12303

Email
Jkeith@rotterdamny.org

Home Phone
(518) 356-1561

Cell Phone

Type of Work

- ☐ Residential
- ☑ Commercial
- ☐ Full Replacement
- ☐ Partial Replacement
- ☐ New Construction
- ☑ Repair
- ☐ Other

GENERAL CONDITIONS/MISC.

SCOPE OF WORK & PRICING

Tin Roof Flashing repair:

* Roof cement and Fabric Masonary blocks that tie into tin roof causing a leak
* Inspect all other areas of the 6'x10' tin roof and roof cement and fabric any other areas in need of patch work

Total: $450

TOTAL PROJECT COST

The customer hereby, agrees to pay Pinnacle Roofing, Inc., for work described in this Contract, in the amount of

$ 450

Workmanship Warranty

Pinnacle Roofing offers a 60 day warranty with all repairs

PROTECTING YOUR PROPERTY

We will exercise reasonable care in providing the services described in the agreement and shall adequately protect the property subject to this contract, but shall not assume responsibility for damages to owners' personal property, including but not limited to: shrubs, flowers, trees, driveways, sidewalks, interior fixtures, and cracks or nail-pops that may occur in the ceilings of other finishes inside the building as a result of our work on the roof, unless said damage is a direct result of contractor negligence.

CLEANUP

-We will be responsible for the removal of all roofing work and related refuse disposal.
-When the job has been completed, we will rake, sweep and magnetic broom your property to ensure that all waste and excess materials are removed.
-We make sure that your property does not look like a construction site when we are not there (between work days)
-We are not responsible for cleaning the attic or any of the interior of your home as some debris may fall inside.

SAFETY COMPLIANCE

OSHA has substantially changed requirements for roofing contractors. All employees related to this job have been specifically trained and equipped to comply with OSHA and NRCA (National Roofing Contractors Association) regulations.

TERMS AND CONDITIONS

1. ALL MATERIAL IS GUARANTEED AS SPECIFIED. ALL WORK IS TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. THE CONTRACT DOES NOT COVER DAMAGES OR DEFECTS THAT ARE THE RESULT OF CHARACTERISTICS COMMON TO THE MATERIALS USED, OR CONDITIONS RESULTING FROM CONDENSATION, EXPANSION OR CONTRACTION OF SUCH MATERIALS. THE CONTRACT DOES NOT COVER LEAKS RESULTING FROM ICING AND/OR THE FORMATION OF ICE DAMS. OFTENTIMES LEAKS FROM ICING, AND ICE DAMS ARE CAUSED BY IMPROPER INSULATION AND/OR AIR FLOW IN THE ATTIC.
2. PINNACLE ROOFING, INC., (HEREINAFTER "CONTRACTOR") AGREES TO KEEP IN FORCE AT ITS OWN EXPENSE THROUGH THE COMPLETION OF WORK ON THE PROJECT SUCH LIABILITY INSURANCE AS WILL PROTECT IT FROM CLAIMS, UNDER WORKERS COMPENSATION AND OTHER EMPLOYEE BENEFIT LAWS, FOR BODILY INJURY AND DEATH, AND FOR PROPERTY DAMAGE, THAT MAY ARISE OUT OF WORK UNDER THE CONTRACT, WHETHER DIRECTLY OR INDIRECTLY BY CONTRACTOR, OR DIRECTLY OR INDIRECTLY BY A SUBCONTRACTOR. THE CUSTOMER AGREES TO MAINTAIN IN FORCE HIS OR HER OWN LIABILITY INSURANCE THROUGH THE COMPLETION OF THE WORK ON THIS PROJECT. IN ADDITION, THE CUSTOMER AGREES TO MAINTAIN AT HIS OR HEREXPENSE THROUGH THE COMPLETION OF WORK PROPERTY DAMAGE INSURANCE ON THE WORK AT THE SITE TO ITS FULL INSURABLE VALUE AGAINST FIRE, VANDALISM AND OTHER PERILS ORDINARILY INCLUDED IN EXTENDED COVERAGE. PROOF OF OUR INSURANCE IS AVAILABLE UPON REQUEST.
3. THE CONTRACT SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. ANY PRIOR UNDERSTANDING OR REPRESENTATION OF ANY KIND PRECEDING THE DATE OF THE CONTRACT SHALL NOT BE BINDING UPON EITHER PARTY EXCEPT TO THE EXTENT INCORPORATED IN THE CONTRACT. ANY MODIFICATION OF THE CONTRACT OR ADDITIONAL OBLIGATION ASSUMED BY EITHER PARTY IN CONNECTION WITH THE CONTRACT SHALL BE BINDING ONLY IF EVIDENCED IN A WRITING SIGNED BY EACH PARTY OR AN AUTHORIZED REPRESENTATIVE OF EACH PARTY.

TERMS AND CONDITIONS (CONT'D)

4. THE CONTRACT SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THE FAILURE OF EITHER PARTY TO THE CONTRACT TO INSIST UPON THE PERFORMANCE OF ANY OF THE TERMS AND CONDITIONS OF THE CONTRACT, OR THE WAIVER OF ANY BREACH OF ANY OF THE TERMS AND CONDITIONS OF THE CONTRACT, SHALL NOT BE CONSTRUED AS THEREAFTER WAIVING ANY SUCH TERMS AND CONDITIONS, BUT SUCH TERMS AND CONDITIONS SHALL CONTINUE AND REMAIN IN FULL FORCE AND EFFECT AS IF NO SUCH FORBEARANCE OR WAIVER HAD OCCURRED. ANY NOTICE PROVIDED FOR OR CONCERNING THE CONTRACT SHALL BE IN WRITING AND BE DEEMED SUFFICIENTLY GIVEN WHEN SENT BY CERTIFIED MAIL OR OVERNIGHT DELIVERY SERVICE IF SENT TO THE RESPECTIVE ADDRESS OF EACH PARTY AS SET FORTH IN THE CONTRACT.
5. CUSTOMER AGREES TO PAY INTEREST AT A RATE OF 1.5% PER MONTH ON ANY OVERDUE BALANCE AS WELL AS CONTRACTOR'S COSTS OF COLLECTION INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES AND COSTS ASSOCIATED WITH ENFORCEMENT OF THIS CONTRACT. THE PROPOSAL PRICE IS ONLY GOOD FOR 30 DAYS. A $25.00 FEE WILL BE ASSESSED ON ALL RETURNED CHECKS.
6. CONTRACTOR RESERVES THE RIGHT TO CANCEL THIS CONTRACT AT ANY TIME, WITHOUT GIVING A REASON, AND WITHOUT PENALTY OR OBLIGATION TO THE CUSTOMER. IN THAT EVENT, CONTRACTOR SHALL STILL BE PAID BY CUSTOMER FOR THE SERVICES RENDERED TO THE DATE OF TERMINATION.
7. CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGES RELATING TO BODILY INJURY, PROPERTY DAMAGE AND PERSONAL INJURY CAUSED DIRECTLY OR INDIRECTLY IN WHOLE OR IN PART BY MOLD, INCLUDING FUNGUS OR MILDEW REGARDLESS OF THE COST, EVENT, MATERIAL, PRODUCT AND/ OR COMPONENT THAT CONTRIBUTED CONCURRENTLY OR IN ANY SEQUENCE TO THAT INJURY OR DAMAGE. CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR ANY EXISTING MOLD DUE TO WATER INTRUSION OR ARISING BECAUSE OF ANY OTHER REASON WHATSOEVER.
8. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO ENSURE THAT THERE ARE NO ASBESTOS CONTAINING MATERIALS THAT WOULD BE DISTURBED AS A RESULT OF THIS INSTALLATION. ASBESTOS COULD BE PRESENT IN THE ROOF SYSTEM, FIRE-PROOFING OF THE ROOF DECK, PIPE COVERINGS, CEILING TILES OR EXISTING ROOF TOP UNIT COMPONENTS BEING REMOVED, ETC. ANY NECESSARY ASBESTOS ABATEMENT WOULD RESULT IN ADDITIONAL COSTS. ANY TESTING PERFORMED OR REQUIRED FOR ASBESTOS CONTAINING MATERIALS WOULD ALSO BE AN ADDITIONAL COST.
9. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR LEAKS THAT DEVELOP IN SKYLIGHTS EITHER DURING OR AFTER ROOF RENOVATION.
10. ALL ALTERATION OR DEVIATION FROM THE SCOPE OF WORK, INCLUDING BUT NOT LIMITED TO ANY SUCH ALTERATIONS OR DEVIATION INVOLVING ADDITIONAL MATERIAL AND/OR LABOR COSTS, WILL BE PERFORMED ONLY UPON WRITTEN ORDER FOR THE SAME, SIGNED BY BOTH PARTIES. IF THERE IS ANY CHARGE FOR SUCH ALTERATION OR DEVIATION, THE ADDITIONAL CHARGE WILL BE ADDED TO THE PRICE OF THE CONTRACT. ANY AND ALL MATERIALS LEFT AT THE END OF THE WORK REMAIN THE PROPERTY OF THE CONTRACTOR.
11. CUSTOMER REPRESENTS AND WARRANTS THAT HE/SHE IS THE OWNER OF THE SUBJECT PROPERTY, OR IN THE ALTERNATIVE, HAS THE EXPRESS AUTHORITY TO REPRESENT AND BIND THE OWNER OF THE PROPERTY.
12. CUSTOMER SHALL NOT WALK UNDER WORK AREA WHILE ROOF WORK IS IN PROGRESS. CONSTRUCTION SITES ARE DANGEROUS TO ANY PERSON ON THE GROUND, PARTICULARLY IN REGARDS TO FALLING DEBRIS.
13. CUSTOMER AGREES TO KEEP ROOF FREE OF FOREIGN DEBRIS AND OBJECTS THAT COULD HAVE AN ADVERSE EFFECT ON THE ROOFING SYSTEM PERFORMANCE, INCLUDING BUT NOT LIMITED TO SNOW AND ICE DAMS.
14. PROPER INSTALLATION OF THE ROOF SYSTEM MAY REQUIRE REPLACEMENT OF EXISTING FLASHING. DURING SUCH REPLACEMENT, SIDING ADJACENT TO THIS FLASHING WHICH HAS DETERIORATED MAY CRACK, BREAK OR TEAR. CONTRACTOR IS COMMITTED TO MAKING EVERY REASONABLE EFFORT TO AVOID DAMAGE, BUT IS NOT RESPONSIBLE FOR DAMAGE TO CUSTOMER'S SIDING THAT OCCURS DURING THE ROOF INSTALLATION PROCESS.
15. CONTRACTOR WILL SEND A REPRESENTATIVE TO INSPECT AND INVESTIGATE ANY REPORTED LEAK IN THE ROOF SYSTEM. MORE THAN ONE INSPECTION MAY BE NECESSARY TO ISOLATE THE CAUSE. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO PROVIDE ACCEPTABLE TIMES AND DATES FOR SUCH INSPECTIONS AND ACCESS. IF, UPON INSPECTION, THE REPORTED LEAK IS DETERMINED TO BE AN ISSUE NOT THE FAULT OF CONTRACTOR, CUSTOMER AGREES TO PAY FOR CONTRACTOR'S VISIT(S) AT A RATE PROPORTIONAL TO THE TIME AND NATURE OF INSPECTION PERFORMED.
16. ROOFING CAN CAUSE DUST, DEBRIS, AND SMALL PARTICLES FROM ROOF INSTALLATION TO ENTER THE BUILDING AND ATTIC. CUSTOMER SHOULD USE CAUTION THE FIRST TIME THE ATTIC ACCESS IS USED AND SHOULD NOT LOOK UP THE ACCESS HATCH IMMEDIATELY AFTER OPENING AS SMALL PARTICLES MAY FILTER DOWN. CONTRACTOR IS NOT RESPONSIBLE FOR DUST, DEBRIS, AND SMALL PARTICLES THAT MAY ENTER THE HOUSE STRUCTURE.
17. CONTRACTOR SHALL NOT BE LIABLE FOR PRE-EXISTING STRUCTURAL/COSMETIC DEFICIENCIES IN THE ROOF ITSELF. WE WILL MAKE AN EFFORT TO
18. INFORM THE CUSTOMER OF ANY DEFICIENCY OF WHICH WE BECOME AWARE. HOWEVER, WE ARE NOT RESPONSIBLE FOR CONDUCTING AN INSPECTION OF ANY SUCH DEFICIENCIES. THE INSTALLATION OF THE NEW ROOF SYSTEM INTENSIFIES THE APPEARANCE OF ANY DEFICIENCY. CONTRACTOR IS NOT RESPONSIBLE FOR SOLVING PRE-EXISTING STRUCTURAL/COSMETIC DEFICIENCIES OR THE APPEARANCE OF THOSE DEFICIENCIES.
19. CONTRACTOR IS NOT RESPONSIBLE FOR ELECTRICAL ACCESSORIES ATTACHED TO THE ROOF SYSTEM. THIS SHALL BE DONE BY A LICENSED ELECTRICIAN.
20. CONTRACTOR'S WORKMANSHIP IS NOT ASSIGNABLE OR TRANSFERABLE.
21. ANY CONTRACTOR, SUBCONTRACTOR, OR MATERIALMAN WHO PROVIDES HOME IMPROVEMENT CONTRACT AND WHO IS NOT PAID MAY HAVE A VALID LEGAL CLAIM AGAINST YOUR PROPERTY KNOWN AS A MECHANIC'S LIEN. ANY MECHANIC'S LIEN FILED AGAINST YOUR PROPERTY MAY BE DISCHARGED. PAYMENT OF THE AGREED UPON PRICE UNDER THE HOME IMPROVEMENT CONTRACT PRIOR TO FILING OF A MECHANIC'S LIEN MAY INVALIDATE SUCH LIEN. THE OWNER MAY CONTACT AN ATTORNEY TO DETERMINE HIS RIGHTS TO DISCHARGE A MECHANIC'S LIEN."
22. IN ACCORDANCE WITH SUBDIVISION 4 § 71-A OF THE LIEN LAW, THE CONTRACTOR IS LEGALLY REQUIRED TO DEPOSIT ALL PAYMENTS RECEIVED PRIOR TO SUBSTANTIAL COMPLETION OF WORK. IN LIEU OF SUCH DEPOSIT, THE CONTRACTOR MAY POST A BOND OR CONTRACT OF INDEMNITY WITH THE CUSTOMER GUARANTEEING THE RETURN OF THE PAYMENTS OR APPLICATION OF THE PAYMENTS TO THE PURPOSE OF THE CONTRACT.
23. **CUSTOMER HAS A RIGHT TO CANCEL THE CONTRACT UNTIL MIDNIGHT OF THE THIRD BUSINESS DAY AFTER ITS SIGNS THE CONTRACT. IF CUSTOMER WISHES TO CANCEL, IT MUST DO SO IN WRITING. CONTRACTOR WILL REFUND ALL PAYMENTS MADE AND CANCEL AND RETURN ANY CONTRACT OR OTHER NEGOTIABLE DOCUMENT THE PARTIES MAY HAVE SIGNED.THE WORK TO BE PERFORMED UNDER THIS CONTRACT SHALL BE COMMENCED ON OR ABOUT _____, AND SHALL BE SUBSTANTIALLY COMPLETED ON OR ABOUT _____.**

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. I am authorizing Pinnacle Roofing, Inc. to perform the work as specified. Payment will be made as outlined above.

_____	_____
Customer Signature	Date
_____	_____
Customer Signature	Date
_____	_____
Pinnacle Representative	Date

TECTA AMERICA®
WEATHERGUARD

February 16, 2024

Town of Rotterdam
1104 Sunrise Blvd
Rotterdam, NY 12306

Jkieth@rotterdamny.org

Attention: Jim Kieth

Re: Rotterdam Senior Center – Leaks at Entrance

Dear John,

We hereby submit the following quotation for the above referenced work.

Scope of Work – Repair Vestibule Roof @ Masonry

1. Set up safe and workmanlike environment.
2. Remove existing and deteriorating mortar at brink joints and roof intersection.
3. Furnish and install new 4' piece of new metal to extend completely across base flashings.
4. Furnish and install new caulk at the joints to ensure a weather tight seal.
5. Clean any debris generated from above stated work.

Exclusions: masonry replacement, other brick joints below roof area, wood replacement, off hour Wages, snow and ice removal, sales tax

Total cost for repair..... $1125.00

Please let me know if you have any questions.

Sincerely,

Michael Bisner
Tecta America WeatherGuard

Accepted by _____ **Date** _____
Proposal good for thirty (30) days

13. Roof Projections. Tecta will flash roof projections that are in place prior to installation of roofing or shown on the architectural plans provided to Tecta. Penetrations not shown on the plans provided to Tecta prior to submittal of this proposal or required after installation of roofing shall be considered an order for extra work, and Tecta shall be compensated at its customary time and material rates for additional expense resulting from additional penetrations.

14. Wind Loads or Uplift Pressures. Design Professional is responsible to design the work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed. Tecta is not responsible for design, including calculation or verification of wind-load design. To the extent minimum wind loads or uplift pressures are required, Tecta's

bid is based solely on manufacturer's printed test results. Tecta itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.

15. Tolerances. All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire roof area.

16. Fumes and Emissions. Customer acknowledges that odors and emissions from roofing products will be released as part of the roofing operations to be performed by Tecta. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold Tecta harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

17. Material Cost Escalation. Steel products, asphalt, polyisocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Tecta. If there is a substantial increase in these or other roofing products between the date of this proposal and the time when the work is to be performed, the amount of the contract may be increased to reflect the additional cost to the roofing Tecta, upon submittal of written documentation and advance notice.

18. Backcharges. No backcharges or claims for payment of services rendered or materials and equipment furnished by Customer to Tecta shall be valid unless previously authorized in writing by Tecta and unless written notice is given to Tecta within five (5) days of the event, act or omission which is the basis of the backcharge.

19. Roof Top Safety. Owner warrants there will be no live power lines on or near the roof servicing the building where Tecta will be working and that Owner will turn off any such power supplies to avoid an electrocution risk to Tecta employees. Owner will indemnify Tecta from personal injury and other claims and expenses if Owner fails to turn-off power so as to avoid injury to Tecta personnel or resulting from the presence of concealed electrical conduit and live electrical power. Tecta is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines. Owner shall shut down roof located electronic equipment that emits or receives radio frequency waves while roofing contractor is to be working on the roof so that roofing personnel will not be subject to radio frequency waves or electromagnetic radiation while working on the roof and shall indemnify and hold Tecta and its personnel harmless from any personal injury claims resulting from a failure by Owner to do so. Tecta is not responsible for the safety of persons on the roof other than its own employees. Owner and general contractor agree to indemnify and hold Tecta harmless, including attorney's fees, from claims for personal injury by persons or entities whom owner or general contractor have allowed or authorized to be on the roof.

20. Conduit and Materials Attached to Deck. Tecta's price is based upon there not being electrical conduit, cables, wires or other materials embedded within the roof assembly or attached directly to the underside or topside of the roof deck upon which Tecta will be installing the new roof. Tecta is not responsible for conduit, wires, cables, pipes, fireproofing or any objects attached to the underside of the roof decking which could be damaged during installation of the new roof system or repairs.

21. Availability of Site. Tecta shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Tecta shall not be required to begin work until underlying areas are ready and acceptable to receive Tecta's work and sufficient areas of roof deck are clear and available and free from snow, water or debris to allow for continuous full operation. The expense of any extra trips by Tecta to and from the job as a result of the job not being ready for the Work after Tecta has been notified to proceed will be charged as an extra.

22. Warranty. New roofing and re-roofing work will be warranted by Tecta in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A facsimile of Tecta's standard warranty is attached or, if not, will be furnished upon request. Tecta SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Tecta. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of alleged defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.

23. Existing Conditions. Tecta is not responsible for leakage through the existing roof or other portions of the building that have not yet been reroofed by Tecta.

24. Mold. Tecta and Owner are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Owner will make periodic inspections for signs of water intrusion and act promptly including prompt notice to Tecta if Owner believes there are roof leaks, to correct the condition. Upon receiving notice, Tecta will make roof repairs. Owner is responsible for monitoring any leak areas and for indoor air quality. Tecta is not responsible for mold or indoor air quality. Owner shall hold harmless and indemnify Tecta from claims due to indoor air quality and resulting from a failure by Owner to maintain the building in a manner to avoid growth of mold.

25. Material References. Tecta is not responsible for the actual verification of technical specifications of product manufacturers; i.e., R-value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.

26. Oil-canning. Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factor such as the length and color of the panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the roofing Tecta. The type of metal roofing panels specified can affect the degree of oil-canning. Tecta is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.

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WEATHERGUARD

27. Dispute Resolution. If a dispute shall arise between Tecta and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, Tecta and Customer will seek to mediate the dispute. If mediation is not successful, arbitration shall be administered by and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Tecta alleging any breach of this contract or negligence by Tecta must be initiated no later than two (2) years after Tecta performed the roofing installation covered by this contract. Collection matters may be processed through litigation or arbitration at the discretion of Tecta.

RESOLUTION NO. 138.24

TO AUTHORIZE CHANGE ORDER NO. 2 WITH JOHN W. DANFORTH COMPANY FOR THE ROTTERDAM TOWN HALL RENOVATIONS

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 Change Order No. 2 with John W. Danforth, located at 5 Liebich Lane, Halfmoon, NY 12065, for the Rotterdam Town Hall Renovations, Contract 2 – Mechanical Construction, to insulate the horizontal portion of the stormwater drain piping, for a cost increase of one thousand eight hundred eighty six and 69/100 ($1,886.69) dollars, and a new contract sum totaling one hundred eighty three thousand, one hundred ninety and 59/100 ($183,190.59) dollars.

SECTION 2. This resolution shall become effective March 13, 2024.

DATED: March 13, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

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:	March 8, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Town Hall Renovations-Change Order #2, John W. Danforth Company
TOWN BOARD MEETING:	March 13, 2024
Background Information:	John W. Danforth Company is the Mechanical Contractor for the Rotterdam Town Hall Renovations.
Evaluation/Analysis:	Barton & Loguidice has submitted a change order for John W. Danforth Company for the Rotterdam Town Hall Renovations. The change order is to insulate the horizontal portion of the stormwater drain piping,
Recommendation(s):	Authorize the Supervisor to enter into an agreement with John W. Danforth Company in an amount not to exceed $1,886.69.
Attachment/Document(s):	Barton & Loguidice Change Order dated March 7 2024.
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Town of Rotterdam
Rotterdam Town Hall Renovations
1100 Sunrise Boulevard
Rotterdam, NY 12306
B&L Project Number: 904.055.001

CONTRACT INFORMATION:
Contract For: Contract No. 2 - Mechanical Construction

Date: 11/28/2023

CHANGE ORDER INFORMATION:
Change Order Number: MC CO 002

Date: 02/28/2024

OWNER: *(Name and address)*
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

ARCHITECT: *(Name and address)*
Barton & Loguidice
10 Airline Drive, Suite 200
Albany, NY 12205

CONTRACTOR: *(Name and address)*
John W. Danforth Company
5 Liebich Lane
Halfmoon, NY 12065

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
This Change Order is to insulate the horizontal portion of the stormwater drain piping, see attached documentation.

The original Contract Sum was	$	177,900.00
The net change by previously authorized Change Orders	$	3,403.90
The Contract Sum prior to this Change Order was	$	181,303.90
The Contract Sum will be increased by this Change Order in the amount of	$	1,886.69
The new Contract Sum including this Change Order will be	$	183,190.59

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be 10/28/2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Barton & Loguidice	John W. Danforth Company	Town of Rotterdam
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
	Digitally signed by Wendy D. Glauber DN: cn=Wendy D. Glauber, o=John W. Danforth Company, ou=General Counsel, email=wglauber@jwdanforth.com, c=US Date: 2024.03.07 14:01:25 -05'00'	
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Josh Conley - Project Architect	Wendy D. Glauber, General Counsel	
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
03/07/2024	March 7, 2024	
DATE	**DATE**	**DATE**

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User Notes:

since 1884 danforth

TO: Town of Rotterdam
RE: Rotterdam Town Hall Renovation
JWD CPR: 02
CPR Title: Insulate the horizontal stromwater drain piping
Date: 2/13/2024

To whom it may concern:

We enclose a breakdown of costs for the changes you have requested:

We were furnished the following drawings and specifications: M-102

We propose to: Insulate the horizontal portion of the stormwater drain piping with 1" thick insulation.

Work Start Date: TBD

Work End Date: TBD

Extension Req'd days (on-site duration): 0

Ext. Req'd days (mat/equip lead time): TBD

CPR Expires in 10 days

CPR for Materials Expires in 1 days

We do not include the following: Unforeseen conditions; cleanup; dumpsters; painting; temporary facilities of any kind; electrical/power wiring of any kind; controls wiring; shop drawings; as-built drawings; escutcheons; reconditioning and cleaning of owner equipment or material; any work that is not explicitly called out in scope of work description above.

The total net change to our contract is as follows: $ 1,886.69

This change proposal covers only the direct costs associated with the change order work described above. The contractor expressly reserves the right to submit, at a later date, added costs and/or time extension requests attendant to this modification arising from, but not limited to: extended field and home office overhead, labor and equipment inefficiencies, disruptions, cumulative impacts, impacts to the critical path and related delay costs, schedule resequencing and/or overtime and acceleration.

We reserve the right to modify this estimate, if additional work not covered by this proposal is required.

Unless noted otherwise, it is anticipated that all work required by this change will be done on a straight time basis. Overtime work, if required, will be billed as an additional item.

- Sales tax IS NOT included in this proposal.
- This proposal is for acceptance within 10 days and is subject to escalation thereafter.
- Please advise as soon as possible if we are to proceed. We will not proceed without formal written change order, per contract terms.

Regards,

Ahmed Anani 2/13/2024

JWD Representative {Your Title Here} Date

Customer Representative Date

Project Name:	Rotterdam Town Hall Renovation	CPR #:	02
Description:	Insulate the horizontal stromwater drain piping	Date:	2/19/2024

Labor

Field	Hours	Total
PIPE (MP)	-	$ -
PIPE (PLM)	-	$ -
PIPE (REF)	-	$ -
TIN	-	$ -
BAL	-	$ -
CTS/SERVICE	-	$ -
COMMISSIONING	-	$ -
DUCT CLEANING	-	$ -
SUBTOTAL	-	$ -

Shop	Hours	Total
PIPE	-	$ -
TIN	-	$ -
BAL	-	$ -
SUBTOTAL	-	$ -
Shop Burden	-	$ -
SUBTOTAL	-	$ -

General		
SUBTOTAL	-	$ -

SUBTOTAL		$ -
Overhead %	10.0%	$ -
LABOR SUBTOTAL		$ -
Profit %	10.0%	$ -
LABOR TOTAL	**-**	**$ -**

Other Direct Job Costs

Category	Hours	Total
CAD	-	$ -
PM	-	$ -
PROJ_ENGINEER	-	$ -
EST	-	$ -
SAFETY	-	$ -
DRIVER	-	$ -
PROJECT ADMIN	-	$ -
PROJECT EXECUTIVE	-	$ -
QA QC MANAGER	-	$ -
SENIOR PROJECT MANAGER	-	$ -
PER DIEM	-	$ -
LODGING	-	$ -
TRAVEL	-	$ -
SUBTOTAL	-	$ -
Overhead %	10.0%	$ -
ODJC SUBTOTAL		$ -
Profit %	10.0%	$ -
ODJC TOTAL	**-**	**$ -**

Project Name:	Rotterdam Town Hall Renovation	CPR #:	02
Description:	Insulate the horizontal stromwater drain piping	Date:	2/19/2024

Equipment & Material

			Total
General			$ -
Consumables			$ -
Rentals & Tools			$ -
Equipment			$ -
Sheet Metal Equipment			$ -
Pipe/Other Materials			$ -
Sheet Metal Shop Fabrication			$ -
SUBTOTAL			$ -
Material Escalation		0.00%	$ -
Sales Tax	☐	0.00%	$ -
SUBTOTAL			$ -
Overhead %	10.0%		$ -
E&M SUBTOTAL			$ -
Profit %	10.0%		$ -
E&M TOTAL			**$ -**

Subcontractors

Vendor	Trade		Total
Kim Industries	Insulation		$ 1,500.00
	Controls		$ -
			$ -
SUBTOTAL			$ 1,500.00
Overhead %	10.0%		$ 150.00
SUBTOTAL			$ 1,650.00
Profit %	10.0%		$ 165.00
SUBCONTRACTOR TOTAL			**$ 1,815.00**
CHANGE ORDER SUBTOTAL			$ 1,815.00
INTEREST ON WORKING CAPITAL			$ -
BONDING & INSURANCE		1.95%	$ 35.39
WARRANTY COST		2.00%	$ 36.30
SUBTOTAL			$ 1,886.69
Interest on Retention			$ -
Additional MWBE% Required		0%	$ -
TOTAL			**$ 1,886.69**

Rotterdam Town Hall Estimate to Insulate Storm Drains as shown for JWD

Date	T&M Sheet #	ST Hours	OT Hours	DT Hours	Preimum Only
Tuesday, 13 February, 2024	**Estimate**	**10**			
	Total	10	0	0	0
	Rate	$79.85	$98.60	$119.61	$19.00
					$0.00
	TOTAL	$798.50	$0.00	$0.00	$0.00

TOTAL	**$798.50**
OH&P15%	**$119.78**

Material	Quantity	Cost	Total	
3" x 1" FG ASJ -SSL P/C	42	$6.06	$254.52	
Roof Drain Bowls	3	$18.57	$55.71	
PVC Fittings 90 degree- w/ Insert	3	$9.77	$29.31	
PVC Fittings 45 degree- w/ Insert	4	$9.77	$39.08	
PVC Fittings Tee- w/ Insert	3	$18.86	$56.58	
3" ASJ Tape Roll - RL	1	$25.77	$25.77	
CP-11 Chillders Mastic Gl	1	$44.70	$44.70	

TOTAL	**$505.67**	**$505.67**
OH&P15%		**$75.85**

Equipment	Quantity	Cost	Total	
	0	$0.00	$0.00	
	0	$0.00	$0.00	
			$0.00	

TOTAL	**$0.00**	**$0.00**
OH&P15%		**$0.00**

Grand Total	**$1,499.80**

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Proposal Request

PROJECT: *(name and address)*
Town of Rotterdam
Rotterdam Town Hall Renovations
1100 Sunrise Boulevard
Rotterdam, NY 12306

CONTRACT INFORMATION:
Contract For: Contract No. 2 - Mechanical Construction

Date: 11/28/2023

Architect's Project Number: 904.055.001
Proposal Request Number: MC RFP 002

Proposal Request Date: 02/06/2024

OWNER: *(name and address)*
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

ARCHITECT: *(name and address)*
Barton & Loguidice
10 Airline Drive, Suite 200
Albany, NY 12205

CONTRACTOR: *(name and address)*
John W. Danforth Company
5 Liebich Lane
Halfmoon, NY 1206

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Seven (7) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

Provide a cost proposal to insulate the horizontal portion of the stormwater drain piping with 1" thick insulation.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Joshua D. Conley, RA

Senior Project Architect
PRINTED NAME AND TITLE

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User Notes:

RESOLUTION NO. 139.24

TO AUTHORIZE CHANGE ORDER NO. 1 WITH EMPIRE ELECTRIC NY LLC FOR THE ROTTERDAM TOWN HALL RENOVATIONS

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 Change Order No. 1 with Empire Electric NY LLC, located at PO Box 13082, Albany, New York 12212, for the Rotterdam Town Hall Renovations, Contract 3 – Electrical Construction, for the removal of rooftop sirens and antennas and an addition of pull station, for a cost increase of one thousand five hundred ninety two and 54/100 ($1,592.54) dollars, and a new contract sum totaling one hundred sixteen thousand, eight hundred ninety two and 54/100 ($116,892.54) dollars.

SECTION 2. This resolution shall become effective March 13, 2024.

DATED: March 13, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

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:	March 8, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Town Hall Renovations-Change Order #1, Empire Electric NY, LLC
TOWN BOARD MEETING:	March 13, 2024
Background Information:	Empire Electric NY, LLC is the Contractor for the Rotterdam Town Hall Renovations.
Evaluation/Analysis:	Barton & Loguidice has submitted a change order for Empire Electric NY, LLC for the Rotterdam Town Hall Renovations. The change order is for the electrical removal of rooftop sirens and antenna and addition of pull station.
Recommendation(s):	Authorize the Supervisor to enter into an agreement with Empire Electric NY, LLC in an amount not to exceed $1,592.54.
Attachment/Document(s):	Barton & Loguidice Change Order dated March 7, 2024.
Compliance with Purchasing Policy:	
Effect(s) on Existing Law(s):	
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Town of Rotterdam
Rotterdam Town Hall Renovations
1100 Sunrise Boulevard
Rotterdam, NY 12306
B&L Project Number: 904.055.001

CONTRACT INFORMATION:
Contract For: Contract No. 3 - Electrical Construction

Date: 11/28/2023

CHANGE ORDER INFORMATION:
Change Order Number: EC CO 001

Date: 03/07/2024

OWNER: *(Name and address)*
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

ARCHITECT: *(Name and address)*
Barton & Loguidice
10 Airline Drive, Suite 200
Albany, NY 12205

CONTRACTOR: *(Name and address)*
Empire Electric NY LLC
PO Box 13082
Albany, NY 12212

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
This Change Order is for the electrical removal of rooftop sirens and antenna and addition of pull station, see attached documentation.

The original Contract Sum was	$	115,300.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	115,300.00
The Contract Sum will be increased by this Change Order in the amount of	$	1,592.54
The new Contract Sum including this Change Order will be	$	116,892.54

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be 10/28/2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Barton & Loguidice	Empire Electric NY LLC	Town of Rotterdam
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
	Michael Winkler	
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Josh Conley - Project Architect	Michael Winkler VP	
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
03/07/2024	3/7/2024	
DATE	**DATE**	**DATE**

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User Notes:

EMPIRE ELECTRIC NEW YORK LLC

3/5/2024							
Joshua D. Conley							
Project Architect							
Barton & Loguidice							
EENY#1 EC RFQ 1 Removal of Rooftop Sirens and Antenna							
Materials			0			$	-
Labor		Hrs:	4			$	402.44
Quote			0			$	-
Quote			0			$	-
Sub-Total						*$*	*402.44*
15% Markup			0.15			$	60.37
Bond			2.50%			$	11.57
Total						**$**	**474.38**
Best Regards							
Michael Winkler							
mwinkler@empireelectricny.com							

Job ID: JOB-0251
Project: ROTTERDAM TOWN HALL RENOVATIONS

Bid Brief Form Report

5 Mar 2024 13:18:18

Tax Rate status: Default **Bid Name:** EENY#1 EC RFQ 1 REMOVAL OF RO **Bid Template:** BASIC (EXPANDED O&P)

Description	Amount	Subtotal
Material		
Estimated Material	0.00	
Material Adjustment	0.00	
Material Total:		0.00
Labor		
Direct Labor Hours	4.00	
Labor Dollars	402.44	
Indirect Labor	0.00	
Labor Escalation	0.00	
Labor Adjustments	0.00	
Labor Total:		402.44
Quotes		
Quote Adjustments	0.00	
Quotes Total:		0.00
Direct Job Costs		
Estimated DJC	10.06	
DJC Adjustments	0.00	
Direct Job Costs Total:		10.06
Taxes		
Material Tax (0.0000%)	0.00	
Quote Tax (0.0000%)	0.00	
Labor Tax (0.0000%)	0.00	
Equipment Tax (0.0000%)	0.00	
SubContract Tax (0.0000%)	0.00	
Taxes Total:		0.00
Pre-Overhead and Profit Subtotal:		*412.50*
Overhead		
Material Overhead (15.00% markup)	0.00	
Quotes Overhead (15.00% markup)	0.00	
Labor Overhead (15.00% markup)	60.37	
Equipment Overhead (15.00% markup)	0.00	
SubContracts Overhead (15.00% markup)	0.00	
DJC Overhead (15.00% markup)	1.51	
Overhead Total:		61.88
Profit		
Material Profit (0.00% markup)	0.00	
Quotes Profit (0.00% markup)	0.00	
Labor Profit (0.00% markup)	0.00	
Equipment Profit (0.00% markup)	0.00	
SubContracts Profit (0.00% markup)	0.00	
DJC Profit (0.00% markup)	0.00	
Profit Total:		0.00

Miscellaneous			
Job Tax (0.00%)		0.00	
Bond (2.56%)		12.16	
	Miscellaneous Total:		12.16
		Bid Total:	486.54

EMPIRE ELECTRIC
NEW YORK LLC

3/5/2024

Joshua D. Conley
Project Architect
Barton & Loguidice

EENY#2 Added Pullstation FA Submittal Response

Materials		23.37	$ 23.37
Labor	Hrs:	2.8	$ 281.51
Quote		643.72	$ 643.72
Quote		0	$ -
Sub-Total			*$ 948.60*
15% Markup		0.15	$ 142.29
Bond		2.50%	$ 27.27
Total			**$ 1,118.16**

Best Regards

Michael Winkler
mwinkler@empireelectricny.com

Job ID: JOB-0251
Project: ROTTERDAM TOWN HALL RENOVATIONS

Bid Brief Form Report

5 Mar 2024 13:28:41

Tax Rate status: Default **Bid Name:** EENY#2 ADDED PULLSTATION SUB **Bid Template:** BASIC (EXPANDED O&P)

Description	Amount	Subtotal
Material		
Estimated Material	23.37	
Material Adjustment	0.00	
Material Total:		23.37
Labor		
Direct Labor Hours	2.80	
Labor Dollars	281.51	
Indirect Labor	0.00	
Labor Escalation	0.00	
Labor Adjustments	0.00	
Labor Total:		281.51
Quotes		
FIRE ALARM		
[no vendor name]	643.72	
FIRE ALARM Total:	643.72	
Quote Adjustments	0.00	
Quotes Total:		643.72
Direct Job Costs		
Estimated DJC	0.00	
DJC Adjustments	0.00	
Direct Job Costs Total:		0.00
Taxes		
Material Tax (0.0000%)	0.00	
Quote Tax (0.0000%)	0.00	
Labor Tax (0.0000%)	0.00	
Equipment Tax (0.0000%)	0.00	
SubContract Tax (0.0000%)	0.00	
Taxes Total:		0.00
Pre-Overhead and Profit Subtotal:		*948.60*
Overhead		
Material Overhead (15.00% markup)	3.51	
Quotes Overhead (15.00% markup)	96.56	
Labor Overhead (15.00% markup)	42.23	
Equipment Overhead (15.00% markup)	0.00	
SubContracts Overhead (15.00% markup)	0.00	
DJC Overhead (15.00% markup)	0.00	
Overhead Total:		142.29

Profit		
Material Profit (0.00% markup)	0.00	
Quotes Profit (0.00% markup)	0.00	
Labor Profit (0.00% markup)	0.00	
Equipment Profit (0.00% markup)	0.00	
SubContracts Profit (0.00% markup)	0.00	
DJC Profit (0.00% markup)	0.00	
Profit Total:		0.00
Miscellaneous		
Job Tax (0.00%)	0.00	
Bond (2.56%)	27.97	
Miscellaneous Total:		27.97
	Bid Total:	1,118.86

Job ID: JOB-0251
Project: ROTTERDAM TOWN HALL RENOVATIONS

EMPIRE ELECTRIC NEW YORK LLC

Summary by Item Number

EENY#2 SUMMARY

5 Mar 2024 13:26:13

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
100137	#18 to 10	WIRE-NUT SML -YELLOW	M	4.00	EA	0.1303	0.52	0.0500	0.20	0.0000	0.00
161269	#10 x 1"	TEK SCREW	M	2.00	EA	0.0508	0.10	0.0240	0.05	0.0000	0.00
630307		METAL STUD EASY SNAP GROMMET	M	1.00	EA	0.2644	0.26	0.0700	0.07	0.0000	0.00
630316		NM 4-CBL GRIPPER WD/ MTL-STD	M	1.00	EA	0.4887	0.49	0.0700	0.07	0.0000	0.00
630333	14 & 12-2	ROMEX HAMMER-ON 1/4-FLANGE HGR PSH-IN	M	5.00	EA	1.4524	7.26	0.0700	0.35	0.0000	0.00
1080262	1G LV OUTLET	STUD-WALL SCREW-ON NEW-WORK BRKT	M	1.00	EA	1.5355	1.54	0.6000	0.60	0.0000	0.00
3070059		FIRE ALARM MANUAL STATION ADDRESSABLE	M	1.00	EA	0.0000	0.00	0.5000	0.50	0.0000	0.00
3070586	#18 2/C Red	FA CBL PLENUM SHLD ADDRSSBL (FPLP)	M	40.00	FT	0.3300	13.20	0.0240	0.96	0.0000	0.00
					Phase/Group totals:		**23.37**		**2.80**		**0.00**
					Job totals:		**23.37**		**2.80**		**0.00**

Grand Material, Quote, Equipment, and Subcontract Total: **23.37**

CHANGE PROPOSAL

Johnson Controls Inc
6175 Shamrock Ct
Dublin, Ohio 43017
614-555-1212

JCI Project Number	650461120		
PROJECT NAME	Rotterdam Town Hall		
LOCATION OF WORK	Rotterdam, NY		
CONTRACT NO.	23-149	**CHANGE PROPOSAL NO.**	
REQUESTING PARTY	Electrician	**DATE OF REQUEST**	2/13/24
PROJECT MANAGER	Mike Winkler	**CONTRACTOR**	Empire Electric
OWNER	Town of Rotterdam	**ENGINEER**	

CHANGE PROPOSAL OVERVIEW	
DESCRIPTION OF CHANGES	provide additional pull station. Price includes the necessary material and labor.
REASON FOR CHANGE	design change during engineer submittal review to meet code
SUPPORT & JUSTIFICATION DOCUMENTS	*email, reviewed submittal package*
SPECIFICATIONS	

CHANGE IN CONTRACT PRICE

ORIGINAL PRICE	
NET CHANGES OF PREVIOUS CHANGE ORDERS	
NET INCREASE / DECREASE	$643.72
TOTAL CONTRACT PRICE WITH APPROVED CHANGES	$643.72

CHANGE IN CONTRACT TIMES

ORIGINAL TIME IN DAYS	
NET CHANGES OF PREVIOUS CHANGE ORDERS IN DAYS	
NET INCREASE / DECREASE IN DAYS	0
TOTAL CONTRACT TIME WITH APPROVED CHANGES	0

RECOMMENDED BY:	Chad Phoenix	**ACCEPTED BY:**	
DATE:	2/26/2024	**DATE:**	
REVIEWED BY:		**APPROVED BY:**	
DATE		**DATE**	

It is hereby agreed the changes and additions in the Scope of Work noted below shall constitute an Extra to the contract in the amount noted on this form. The sum shall be added to the original value of the above numbered contract and at Extras heretofore approved. This quotation is valid for 30 days.

RESOLUTION NO. 140.24

TO DECLARE TOWN HALL EQUIPMENT OBSOLETE

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, on the advice and recommendation of the Town Senior Building Inspector, hereby declares the following equipment obsolete and no longer needed by the Town and authorizes their proper disposal:

-1 Desk
-2 Tall/Wide File Cabinets
-3 Short/Wide File Cabinets
-1 Medium/Wide File Cabinet
-3 Tall Skinny File Cabinets
-4 Rolling File Cabinets
-1 File Cabinet w/Door
-Multiple Broken Chairs
-2 Glass Doors

SECTION 2. This resolution shall become effective March 13, 2024.

DATED: March 13, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

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:	March 8, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	James Keith, Sr. Building Inspector
TITLE OF REQUEST:	Authorization to Declare Equipment Obsolete
TOWN BOARD MEETING:	March 13, 2024
Background Information:	Declare the attached equipment obsolete due to needing repairs that are not cost effective to the Town.
Evaluation/Analysis:	Equipment listed is no longer operational and would not be cost effective to repair.
Recommendation(s):	Town Board to authorize the disposal of the equipment.
Attachment/Document(s):	List of Obsolete equipment
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

OBSOLETE EQUIPMENT

-1 Desk

-2 Tall/Wide File Cabinets

-3 Short/Wide File Cabinets

-1 Medium/Wide File Cabinet

-3 Tall Skinny File Cabinets

-4 Rolling File Cabinets

-1 File Cabinet w/Door

-Multiple Broken Chairs

-2 Glass Doors