

SPECIAL MEETING OF THE ROTTERDAM TOWN BOARD

July 2, 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.

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS RESOLUTIONS

264.24 To accept bid and award contract for 6.3mm polymer-modified hot mix asphalt highway resurfacing #2024-001. *Pg. 3*

265.24 To accept bid and award contract for mill & fill 6.3 polymer-modified hot mix asphalt highway paving #2024-002. *Pg. 25*

266.24 To enter into an agreement pursuant to Highway Law Section 284 for Town highway paving for 2024. *Pg. 47*

267.24 To authorize the Supervisor to execute a contract with Anthem Blue Cross for vision coverage. *Pg. 60*

268.24 To negotiate and execute Amendment No. 2 to an existing agreement with Labella for Sewer District No. 7 Extension No. 1 Benefit Assessment Determination. *Pg. 65*

269.24 To negotiate and execute an agreement with cb20. *Pg. 80*

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

RESOLUTION NO. 264.24

**TO ACCEPT BID AND AWARD CONTRACT FOR 6.3MM POLYMER-MODIFIED
HOT MIX ASPHALT HIGHWAY RESURFACING #2024-001**

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 June 27, 2024 posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (<https://bidnetdirect.com/townofrotterdam>). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request for the purchase by the Town of Rotterdam of the following:

**6.3MM POLYMER-MODIFIED HOT MIX ASPHALT HIGHWAY RESURFACING
#2024-001**

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 6.3mm Polymer-Modified Hot Mix Asphalt Highway Resurfacing for the Town of Rotterdam to Empire Paving, located at 1900 Duanesburg Road, Duanesburg, New York 12056, at the mutual consent of both the Town and Empire Paving.

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 July 2, 2024.

DATED: July 2, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 27, 2024

TO: Town Board

FROM: ✓ Larry Lamora, Highway Superintendent

TITLE OF REQUEST: To Accept and Award Bid for 6.3MM Polymer-Modified Hot Mix Asphalt Highway Resurfacing #2024-001

TOWN BOARD MEETING: July 2, 2024

Background Information: The Town Board called for Bids for 6.3mm Polymer-Modified Hot Mix Asphalt Highway Resurfacing #2024-001 on June 12, 2024.

Evaluation/Analysis: Proper Bidding Process

Recommendation(s): To award bid for **6.3MM Polymer-Modified Hot Mix Asphalt Highway Resurfacing #2024-001** to Empire Paving of Schenectady, LLC, 1900 Duanesburg, NY 12056, as they provided the lowest responsible bid.

Attachment/Document(s): Bid Results

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): General Municipal Law 103 and Town Purchasing Policy

LEGISLATION WILL BE PREPARED BY: Supervisors Office

BID FOR 6.3MM POLYMER-MODIFIED HOT MIX ASPHALT HIGHWAY RESURFACING #2024-001

BID FOR: 6.3MM Polymer-modified hot mix asphalt highway resurfacing #2024-001
DATE OF TB MTG. & RESOLUTION #: 6/12/2024 Res No. 261.24
DATE BID PACKETS BECOME AVAILABLE: 6/13/2024

DATE PUBLISHED IN NEWSPAPER: 6/14/2024
DATE & TIME BIDS TO BE OPENED: 6/27/2024 @10:00AM

# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	Contract #s	BID Amount	Comments
1	9:51am 6/27/2024	DM	Best Paving and Sealcoating office@bestpavinginc.com	1349 Broadway Albany, NY 12204	Mary Hess	423-737-7977		9.177 sq/yrd	
2	Bidnet	MG/D M	Empire Paving chris@empirepaving.net	1900 Duanesburg Road Duanesburg, NY 12056	Chris Longo	518-858-4117		7.40 sq/yrd	
3	Bidnet	MG/D M	Callanan Industries, Inc. nduncan@callanan.com	P.O. Box 15097 Albany, NY 12212	Nick Duncan	518-374-2222		8.55 sq/yrd	

EMPIRE PAVING

Town of Rotterdam

Highway Department

Bid Sheets & Specifications

For

***6.3mm Polymer-Modified Hot Mix Asphalt
Highway Resurfacing #2024-001***

Bid Opening: June 27, 2024, @ 10:00 a.m.

INSTRUCTIONS TO BIDDERS:

1. All bids must be submitted before 10:00 a.m. on June 27, 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. on June 27, 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. Delivery: Time is of the essence. Material is required as soon as possible, and the guaranteed date of delivery may be taken into consideration in making the 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.
9. 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 and The Town Board reserves the right to reject any or all bids and re-advertise.
10. Accepted standard, where certain brands of materials, apparatus, or equipment are specified, such goods have been selected 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.
11. The Town Board of the Town of Rotterdam reserves the right to waive 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.
12. 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.
13. 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.

GENERAL REQUIREMENTS:

1. It is the intent of this Request for Bids that all political subdivisions and districts be entitled to make purchase of materials, equipment, or supplies from the resulting bid award upon mutual agreement with the vendor.
2. Where contractor supplies labor, all New York State labor requirements, including Prevailing Wage Requirements shall be applicable and enforced. Weekly payroll sheets must be submitted prior to payment.
3. The contractor shall, at a minimum carry the following insurance coverage; Liability Insurance \$1 million/occurrence and \$2 million/aggregate; Automotive Coverage \$1 million.; Certificate of Workers Compensation Insurance. Town of Rotterdam shall be named as additional insured. Proof of insurance must be submitted to the Town with bid package.
4. In the event of a breach by CONTRACTOR, 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.
5. The Contractor shall keep and supply a daily record of the weight of product applied by road name together with scale tickets by truck for aggregates utilized. This information shall be provided to the Highway Superintendent daily.
6. Bidder shall honor bid price for one (1) year from the date of the bid opening at the mutual consent of both the Town and the Contractor. With the mutual consent of both the Town and the Contractor, the term of the contract and/or bid price may be extended to a second and third year.
7. The asphalt prices are fixed and not subject to any formula as per the NYSDOT specifications.
8. Non-Appropriations Clause: Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the Town for payment under this Agreement. The Town will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations

were received without penalty or expense to the Town of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

9. **Qualifications of Bidder:** The Town may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish the Town, within five (5) days of a request, all such information requested to complete the investigation. Conditional bids will not be accepted.

10. **Disqualifications**

- a. Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant, and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance, or completion of the work.
- b. The Town reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- c. Bids may be considered irregular and may be subject to rejection for the following reasons:
 - i. If the bid is on a form other than that furnished by the Town, is altered, or if any part of the bidding documents is detached.
 - ii. If there are unauthorized additions conditions or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.

11. **Non-Collusive Bidding Certificate:** All bidders bidding under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate is required to be submitted with each bid on the form provided by the Town.

12. Bid Form

- a. Bid form is attached hereto.
- b. Bids must be made on the Bid Form provided by the Town. The Bid Form must be completed in ink or by typewriter. 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 to which communications regarding the bid are to be directed must be included on the Bid Form.

13. Bid Evaluation

- a. Bids shall remain valid until:
 - i. The execution of a contract by the Town
 - ii. The award of a purchase order by the Town
 - iii. As otherwise rejected by the Town; or
 - iv. 45 days after bid opening
- b. Bids received will be evaluated by the Town of Rotterdam and will be based, as a minimum, upon the following criteria:
 - i. Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;
 - ii. Completeness of the bid

14. Modification and Withdrawal of Bids

- a. Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the matter that a bid must be executed) and delivered to the place where bids are to be submitted.

- b. If, prior to awarding of the contract or within three (3) days after opening, whichever period is shorter, any bidder files a duly signed written notice with the Town and promptly thereafter demonstrates to the reasonable satisfaction of the Town that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid.

15. Award of Bid

- a. Award will be made as determined to be in the best interest of the Town.
- b. All offers received shall be net cost to the Town. The Town shall not be responsible for any additional costs; including, but not limited to, overtime required by the vendor to meet the appropriate deadlines.
- c. The apparent successful Bidder will be issued a Notice of Award in the form of a Town purchase order or contract. Purchase orders are issued with an expected term of thirty (30) days from receipt of all items.
- d. The Town reserves the right to purchase items pursuant to General Municipal Law 104 from New York State Contracts, County Contracts, or New York State Preferred Sources within its discretion.
- e. 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 prior written consent of the Town. 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 the 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 an attachment against the Successful Bidder, the Town 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 leases 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.

16. Delivery and Payment

- a. All bid prices shall include freight and shall be quoted F.O.B. destination.
- b. The Town of Rotterdam operates a formal Purchase Order System. Under NO circumstances will the vendor or contractor be paid without a purchase order. Contractor shall deliver only the items specified on the purchase order. Any Contractor, who delivers items which are not ordered, or who duplicates or over ships items, does so entirely at his own expense. Such shipments will be at no cost or responsibility to the Town.
- c. All deliveries shall be made within ten (10) business days of vendor's receipt of purchase order, unless otherwise specified in the Bid Specifications or Summary Sheet, or as otherwise agreed upon between the vendor and the Town.
- d. Orders will be placed on an "As Needed" basis by the Town. There will be no minimum order amounts required. Bids stipulating minimum quantity of dollar value orders may be rejected by the Town at its sole discretion.
- e. 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.
- f. THE TOWN IS NOT SUBJECT TO FEDERAL, STATE, OR LOCAL TAXES.

17. Indemnification: The successful bidder shall indemnify, save, and hold harmless the Town of Rotterdam, its officers, agents, servants, and employees from any and all liability for anything and everything whatsoever arising from loss or damage due to any act or omission of the Contractor, its clients, agents, or employees.

18. Anti-Discrimination Clause

- a. Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color, or national origin in employment of citizens upon public works, the Contractor agrees;
- b. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor,

subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, gender, marital status, military status, sexual orientation, or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work which the employment relates;

- c. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin.

19. Iranian Energy Sector Divestment

- a. Contractor/Proposer hereby represents that said Contractor/Proposer is familiar with the New York State General Municipal Law Section 103-g entitled: "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:
 - i. Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquified natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.
 - ii. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five (45) days or more if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
- b. Any Contractor/Proposer who has undertaken any of the above is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

NOTICE TO BIDDERS
SPECIFICATIONS PROPOSAL FOR:
Furnishing Rotterdam Highway Department
54 Duaneburg Road, Schenectady, NY 12306.

6.3mm POLYMER-MODIFIED HOT MIX ASPHALT

It is the intent of this specification to describe the requirements for furnishing and applying 6.3mm Polymer-Modified Hot Mix Asphalt Treatment to the Town of Rotterdam and any other municipality.

DESCRIPTION:

This work shall consist of developing Polymer-Modified H.M.A. mixture using the Superpave Mix Design procedure detailed in NYSDOT Standard Specifications except as modified in these specifications. Polymer-Modified H.M.A. pavement course shall be constructed in accordance with these specifications and in reasonably close conformity with the required lines, grades, thicknesses, and typical sections shown on the plans or established by the Highway Superintendent. This is a performance-based specification in which the Contractor is responsible for compacting the pavement to a specified density requirement. Written instructions for determining pavement density are available from the Regional Materials Engineer or the Director, Materials Bureau.

MATERIAL:

6.3 Polymer-Modified Mixture

The materials specification shall be as per special specification Item 402.06830318 provided herein. Plant production quality adjustment item does not apply.

TACK COAT:

The materials and composition for the above items shall meet the requirements specified in the N.Y.S. Department of Transportation Standard Specifications Construction and Materials, Item 407.0102 provided herein.

WEATHER LIMITATIONS:

Refer to the NYSDOT Standard specifications for weather limitations.

NOTIFICATION AND TRAFFIC CONTROL:

Town of Rotterdam will provide resident notification as well as required traffic control. Please see Highway Superintendent to Coordinate.

KEY-CUTS:

The successful bidder will be responsible for cutting of keyways/rebates at any and all existing pavement, intersections and or Driveways. All keyways to be 3-4 feet wide and taper from 0 inches to 1.5 inches minimum in depth to provide for a smooth transition between existing asphalt and new asphalt. Keyways/rebates are to be milled and swept prior to the day of paving. Keyways/rebates are to be straight. Where applicable curves will be permitted. These locations are to be coordinated with the Highway Superintendent, no exceptions. Roadway side wings to be paved consistent with roadway paving. The Town of Rotterdam will provide flagging and traffic control.

METHOD OF MEASUREMENT:

The quantity under this item will be the number of square yards completed and accepted in place. The width of the pavement course will be the width shown on the plans or as otherwise directed by the Highway Superintendent. The length will be measured along the center line of each roadway or ramp. The thickness of the pavement course shall be 1.5" (135lbs. per square yard.) The quantities may be adjusted for changes and thickness. As per the approval of the Highway Superintendent of the Town of Rotterdam.

BASIS OF PAYMENT:

This work shall consist of milling out 1.5"-2" to level. All surfaces will be swept, and tack coat applied. All surfaces are to be paved with 6.3 Polymer-Modified Hot Mix Asphalt (135lbs) at a thickness of 1 1/2" after completion. Town of Rotterdam will provide risers for manholes, catch basins, and water valves for the Contractor to install during paving.

NOTE:

The Asphalt Bid Price is fixed and is not subject to the formula as called for by the New York State Department of Transportation for the material purchased at the date of bid.

ADDITIONAL CONSTRUCTION:

The contract will contain a provision whereby the Town may order additional highway construction to be performed by the contractor during the 2024 paving season pursuant to and consistent with terms, conditions, and specification of the contract, provided the cost of the same is within the amount appropriated and provided for highway construction in the 2024.

DAILY WEIGHT RECORD:

The Contractor shall keep and supply a daily record of the weight of product applied by road name together with scale tickets by truck for aggregates utilized. This information shall be provided to the Highway Superintendent daily.

BID FORM

6.3MM Polymer-Modified Hot Mix Asphalt

Bidder will provide and install material for a price of:

Price per Square Yard

Town Roads \$ 7.40 /SY

Roads to be Paved:

The Highway Superintendent of the Town of Rotterdam shall designate the specific Roads in the Town to be paved. Additional Roads may be added or deleted, contingent upon the bid results. All measurements provided by the town are only estimates and the contractor will be responsible for final measurements verified by the town.

Paving 2024

Town of Rotterdam

All road pricing will reflect the cost of paving cul de sac and side wings with transition of driveways, sidewalks, and intersections to be completed at time of paving.

EMPIRE PAVING
1900 Duaneburg Rd.
Duaneburg, N.Y. 12056
Empire Paving

BID SPECIFICATIONS

Potential Roads to be Paved for 2024:

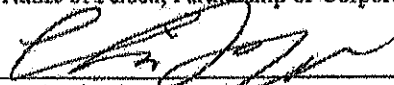
Street	Length	Width	Sq. Ft.	Sq. Yds.	Cost per Sq. Yd
Argo Blvd.	1700	30	51000	5666.667	\$7.40 /sy
Chaple St.	670	30	20100	2233.333	
Chlsm St.	650	20	13000	1444.444	
Glengary Rd.	1050	20	21000	2333.333	
Mt. Stuart Rd.	890	20	17800	1977.778	
Schermerhorn St.	760	20	15200	1688.889	
Lower Gregg Rd Rt. 5S to Rt. 6S	1326	20	26520	2946.667	
Lower Gregg Rd.	5550	20	111000	12333.33	
E. Gregg Rd.	1000	20	20000	2222.222	
Woestina St.	810	25	20250	2250	
Bradt St.	620	30	18600	2066.667	
Market St.	550	30	16500	1833.333	
Putman St.	430	30	12900	1433.333	
Parkis St.	452	30	13560	1506.667	
Chepstow Rd.	2490	30	74700	8300	
Careloen Rd.	2215	30	66450	7383.333	
Ireland Rd.	670	30	20100	2233.333	
Christopher Ln.	330	30	9900	1100	
Helen St.	1590	30	47700	5300	
Bruce Ln.	500	32	16000	1777.778	
Patricia Ln.	257	20	5140	571.1111	
Circle Dr.	350	20	7000	777.7778	

CONTRACTOR MUST VERIFY ALL MEASUREMENTS FOR ROAD LENGTH AND WIDTH AS THESE ARE ESTIMATED AND ARE NOT EXACT.

Bidder shall honor bid price for one year from date of bid opening by Town of Rotterdam. At the mutual consent of both the Town and the Contractor, the term of the contract and or bid price may be extended to a second and third year.

Empire Paving of Schenectady, Inc. Date: June 26th, 2024

Legal Name of Person, Partnership or Corporation

By: 

Authorize Signature

By: Christopher Longo, Vice President

Type or Print Name of Signature and Title

ADDRESS:

Street: 1900 Duaneburg Road

City: Duaneburg

State: NY

Zip Code 12056

Phone Number: (518) 356-1119

Facsimile Number: 518-356-1354

Federal Employer Identification Number: 14-1703990

End of bid form

In addition to the bid form, the contractor shall submit a resolution authorizing submission of bid, waiver of immunity clause, and non-collusive bidding certification.

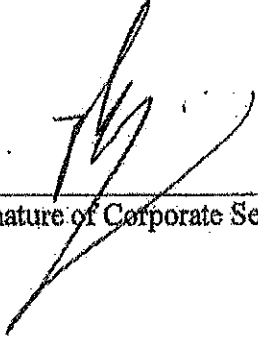
TOWN OF ROTTERDAM

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

Resolved that Christopher Longo be authorized to sign and submit the bid proposal of this corporation for Paving Bids, Town of Rotterdam, the certificate as to non-collusion and waiver of immunity clause required by §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:
Empire Paving of Schenectady, Inc Corporation at a meeting of its board of directors held on the
27th day of June, 20 24

(SEAL OF THE CORPORATION)



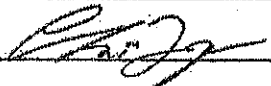
Signature of Corporate Secretary

TOWN OF ROTTERDAM

WAIVER OF 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: Emple Paving of Schenectady, Inc.

Signed by:  Title: Vice President

Date: 6-27-24

**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.

_____ day of _____, 20____

Signature of Individual _____

Not Applicable

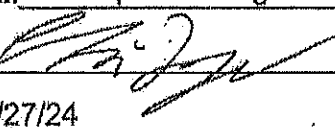
**TOWN OF ROTTERDAM
NON-COLLUSIVE BIDDING CERTIFICATION**

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and 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 their knowledge and belief:
1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
 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 certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons 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.

The fact that the bidder (A) has published price lists, rates of tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or reviewed 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 of subparagraph (A)(1).

Any bid hereafter made to any political subdivision of the state of any public department, agency or official thereof by a corporate bidder for work or 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 the 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 certification as to non-collusion as the act and deed of the corporation.

Name of Firm: Empire Paving of Schenectady, Inc.

Signed By: 

Title: Vice President

Date: 6/27/24

RESOLUTION NO. 265.24

TO ACCEPT BID AND AWARD CONTRACT FOR MILL & FILL 6.3 POLYMER-MODIFIED HOT MIX ASPHALT HIGHWAY PAVING #2024-002

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 June 27, 2024 posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (<https://bidnetdirect.com/townofrotterdam>). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request for the purchase by the Town of Rotterdam of the following:

**MILL & FILL 6.3 POLYMER-MODIFIED HOT MIX ASPHALT HIGHWAY PAVING
#2024-002**

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 Mill & Fill 6.3 Polymer-Modified Hot Mix Asphalt Highway Paving for the Town of Rotterdam to Empire Paving, located at 1900 Duanesburg Road, Duanesburg, New York 12056, at the mutual consent of both the Town and Empire Paving.

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 July 2, 2024.

DATED: July 2, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 27, 2024

TO: Town Board

FROM: W Larry Lamora, Highway Superintendent

TITLE OF REQUEST: To Accept and Award Bid for Mill & Fill w/6.3MM Polymer-Modified Hot Mix Asphalt Highway #2024-002

TOWN BOARD MEETING: July 2, 2024

Background Information: The Town Board called for Bids for Mill & Fill w/6.3mm Polymer-Modified Hot Mix Asphalt Highway #2024-002 on June 12, 2024.

Evaluation/Analysis: Proper Bidding Process

Recommendation(s): To award bid for **Mill & Fill w/6.3MM Polymer-Modified Hot Mix Asphalt Highway #2024-002** to Empire Paving of Schenectady, Inc., 1900 Duanesburg Rd., Duanesburg, NY 12056, as they provided the lowest responsible bid.

Attachment/Document(s): Bid Results

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): General Municipal Law 103 and Town Purchasing Policy

LEGISLATION WILL BE PREPARED BY: Supervisors Office

BID FOR MILL FILL WITH 6.3 POLYMER-MODIFIED HOT MIX ASPHALT HIGHWAY PAVING #2024-002

BID FOR: Mill & fill with 6.3 polymer-modified hot mix asphalt highway paving #2024-002
DATE OF TB MTG. & RESOLUTION #: 6/12/2024 Res No. 262.24
DATE BID PACKETS BECOME AVAILABLE: 6/13/2024

DATE PUBLISHED IN NEWSPAPER: 6/14/2024
DATE & TIME BIDS TO BE OPENED: 6/27/2024 @10:15AM

# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	Contract #s	BID Amount	Comments
1	9:51am 6/27/24	DM	Best Paving & Sealcoating office@bestpavingonc.com	1349 Broadway Albany, NY 12204	Mary Hess	423-737-7977		10.177 sq/yrđ	
2	Bidnet	MG/D M	Empire Paving chris@empirepaving.net	1900 Duanesburg Road Duanesburg, NY 12056	Chris Longo	518-858-4117		8.78 sq/yrđ	
3	Bidnet	MG/D M	Callanan Industries, Inc. nduncan@callanan.com	P.O. Box 15097 Albany, NY 12212	Nick Duncan	518-374-2222		9.67 sq/yrđ	

EMPIRE PAVING

Town of Rotterdam

Highway Department

Bid Sheets & Specifications

For

Mill & Fill with 6.3mm Polymer-Modified Hot

Mix Asphalt #2024-002

Highway Paving

Bid Opening: June 27, 2024, @ 10:15 a.m.

INSTRUCTIONS TO BIDDERS:

1. All bids must be submitted before **10:15 a.m. on June 27, 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. on June 27, 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. Delivery: Time is of the essence. Material is required as soon as possible, and the guaranteed date of delivery may be taken into consideration in making the 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.
9. 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 and The Town Board reserves the right to reject any or all bids and re-advertise.
10. Accepted standard, where certain brands of materials, apparatus, or equipment are specified, such goods have been selected 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.
11. The Town Board of the Town of Rotterdam reserves the right to waive 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.
12. 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.
13. 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.

GENERAL REQUIREMENTS:

1. It is the intent of this Request for Bids that all political subdivisions and districts be entitled to make purchase of materials, equipment, or supplies from the resulting bid award upon mutual agreement with the vendor.
2. Where contractor supplies labor, all New York State labor requirements, including Prevailing Wage Requirements shall be applicable and enforced. Weekly payroll sheets must be submitted prior to payment.
3. The contractor shall, at a minimum carry the following insurance coverage; Liability Insurance \$1 million/occurrence and \$2 million/aggregate; Automotive Coverage \$1 million.; Certificate of Workers Compensation Insurance. Town of Rotterdam shall be named as additional insured. Proof of insurance must be submitted to the Town with bid package.
4. In the event of a breach by CONTRACTOR, 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.
5. The Contractor shall keep and supply a daily record of the weight of product applied by road name together with scale tickets by truck for aggregates utilized. This information shall be provided to the Highway Superintendent daily.
6. Bidder shall honor bid price for one (1) year from the date of the bid opening at the mutual consent of both the Town and the Contractor. With the mutual consent of both the Town and the Contractor, the term of the contract and/or bid price may be extended to a second and third year.
7. The asphalt prices are fixed and not subject to any formula as per the NYSDOT specifications.
8. Non-Appropriations Clause: Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the Town for payment under this Agreement. The Town will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations

were received without penalty or expense to the Town of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

9. Qualifications of Bidder: The Town may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish the Town, within five (5) days of a request, all such information requested to complete the investigation. Conditional bids will not be accepted.

10. Disqualifications

- a. Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant, and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance, or completion of the work.
- b. The Town reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- c. Bids may be considered irregular and may be subject to rejection for the following reasons:
 - i. If the bid is on a form other than that furnished by the Town, is altered, or if any part of the bidding documents is detached.
 - ii. If there are unauthorized additions conditions or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.

11. Non-Collusive Bidding Certificate: All bidders bidding under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate is required to be submitted with each bid on the form provided by the Town.

12. Bid Form

- a. Bid form is attached hereto.
- b. Bids must be made on the Bid Form provided by the Town. The Bid Form must be completed in ink or by typewriter. 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 to which communications regarding the bid are to be directed must be included on the Bid Form.

13. Bid Evaluation

- a. Bids shall remain valid until:
 - i. The execution of a contract by the Town
 - ii. The award of a purchase order by the Town
 - iii. As otherwise rejected by the Town; or
 - iv. 45 days after bid opening
- b. Bids received will be evaluated by the Town of Rotterdam and will be based, as a minimum, upon the following criteria:
 - i. Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;
 - ii. Completeness of the bid

14. Modification and Withdrawal of Bids

- a. Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the matter that a bid must be executed) and delivered to the place where bids are to be submitted.

- b. If, prior to awarding of the contract or within three (3) days after opening, whichever period is shorter, any bidder files a duly signed written notice with the Town and promptly thereafter demonstrates to the reasonable satisfaction of the Town that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid.

15. Award of Bid

- a. Award will be made as determined to be in the best interest of the Town.
- b. All offers received shall be net cost to the Town. The Town shall not be responsible for any additional costs; including, but not limited to, overtime required by the vendor to meet the appropriate deadlines.
- c. The apparent successful Bidder will be issued a Notice of Award in the form of a Town purchase order or contract. Purchase orders are issued with an expected term of thirty (30) days from receipt of all items.
- d. The Town reserves the right to purchase items pursuant to General Municipal Law 104 from New York State Contracts, County Contracts, or New York State Preferred Sources within its discretion.
- e. 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 prior written consent of the Town. 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 the 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 an attachment against the Successful Bidder, the Town shall be relieved and discharges 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 leases 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.

16. Delivery and Payment

- a. All bid prices shall include freight and shall be quoted F.O.B. destination.
- b. The Town of Rotterdam operates a formal Purchase Order System. Under NO circumstances will the vendor or contractor be paid without a purchase order. Contractor shall deliver only the items specified on the purchase order. Any Contractor, who delivers items which are not ordered, or who duplicates or over ships items, does so entirely at his own expense. Such shipments will be at no cost or responsibility to the Town.
- c. All deliveries shall be made within ten (10) business days of vendor's receipt of purchase order, unless otherwise specified in the Bid Specifications or Summary Sheet, or as otherwise agreed upon between the vendor and the Town.
- d. Orders will be placed on an "As Needed" basis by the Town. There will be no minimum order amounts required. Bids stipulating minimum quantity of dollar value orders may be rejected by the Town at its sole discretion.
- e. 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.
- f. THE TOWN IS NOT SUBJECT TO FEDERAL, STATE, OR LOCAL TAXES.

17. Indemnification: The successful bidder shall indemnify, save, and hold harmless the Town of Rotterdam, its officers, agents, servants, and employees from any and all liability for anything and everything whatsoever arising from loss or damage due to any act or omission of the Contractor, its clients, agents, or employees.

18. Anti-Discrimination Clause

- a. Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color, or national origin in employment of citizens upon public works, the Contractor agrees;
- b. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor,

subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, gender, marital status, military status, sexual orientation, or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work which the employment relates;

- c. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin.

19. Iranian Energy Sector Divestment

- a. Contractor/Proposer hereby represents that said Contractor/Proposer is familiar with the New York State General Municipal Law Section 103-g entitled: "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:
 - i. Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquified natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.
 - ii. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five (45) days or more if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
- b. Any Contractor/Proposer who has undertaken any of the above is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

NOTICE TO BIDDERS
SPECIFICATIONS PROPOSAL FOR:
Furnishing Rotterdam Highway Department
54 Duaneburg Road, Schenectady, NY 12306

Mill & Fill with 6.3mm Polymer-Modified Hot Mix Asphalt #2024-002

It is the intent of this specification to describe the requirements for furnishing, milling, and applying a 6.3 Polymer-Modified Hot Mix Asphalt to the Town of Rotterdam and any other municipality.

DESCRIPTION:

This work shall consist of milling out 1.5"-2" to level. All surfaces will be swept, and tack coat applied. All surfaces are to be paved with 6.3 Polymer-Modified Hot Mix Asphalt (135lbs.) at a thickness of 1 ½" after completion. Pavement course shall be constructed in accordance with these specifications and in reasonably close conformity with the required lines, grades, thicknesses, and typical sections shown on the plans or established by the Highway Superintendent. This is a performance-based specification in which the Contractor is responsible for compacting the pavement to a specified density requirement. Written instructions for determining pavement density are available from the Regional Materials Engineer or the Director, Materials Bureau.

MATERIAL:

6.3 Polymer-Modified Hot Mix Asphalt

TACK COAT:

The materials and composition for the above items shall meet the requirements specified in the N.Y.S. Department of Transportation Standard Specifications Construction and Materials, Item 407.0102 provided herein.

WEATHER LIMITATIONS:

Refer to the NYSDOT Standard specifications for weather limitations.

NOTIFICATION AND TRAFFIC CONTROL:

Town of Rotterdam will provide resident notification as well as required traffic control. Please see Highway Superintendent to Coordinate.

KEY-CUTS:

The successful bidder will be responsible for cutting of keyways/rebates at any and all existing pavement, intersections and or Driveways. All keyways to be 3-4 feet wide and taper from 0 inches to 1.5 inches minimum in depth to provide for a smooth transition between existing asphalt and new asphalt. Keyways/rebates are to be milled prior to the day of paving. Keyways/rebates are to be straight. Where applicable curves will be permitted. These locations are to be coordinated with the Highway Superintendent, no exceptions. Roadway side wings to be paved consistent with roadway paving.

The Town of Rotterdam will provide a Flagger and Sweeper for Keyway Cuts.

METHOD OF MEASUREMENT:

The quantity under this item will be the number of square yards completed and accepted in place. The width of the pavement course will be the width shown on the plans or as otherwise directed by the Highway Superintendent. The length will be measured along the center line of each roadway or ramp. The thickness of the pavement course shall be 1.5" (135lbs. per square yard.) The quantities may be adjusted for changes and thickness. As per the approval of the Highway Superintendent of the Town of Rotterdam.

BASIS OF PAYMENT:

This work shall consist of milling out 1.5"-2" to level. All surfaces will be swept, and tack coat applied. All surfaces are to be paved with 6.3 Polymer-Modified Hot Mix Asphalt (135lbs) at a thickness of 1 ½" after completion. Town of Rotterdam will provide risers for manholes, catch basins, and water valves for the Contractor to install during paving.

NOTE:

The Asphalt Bid Price is fixed and is not subject to the formula as called for by the New York State Department of Transportation for the material purchased at the date of bid.

ADDITIONAL CONSTRUCTION:

The contract will contain a provision whereby the Town may order additional highway construction to be performed by the contractor during the 2024 paving season pursuant to and consistent with terms, conditions, and specification of the contract, provided the cost of the same is within the amount appropriated and provided for highway construction in the 2024.

DAILY WEIGHT RECORD:

The Contractor shall keep and supply a daily record of the weight of product applied by road name together with scale tickets by truck for aggregates utilized. This information shall be provided to the Highway Superintendent daily.

BID FORM

MILL & FILL WITH 6.3 Polymer-Modified Hot Mix Asphalt #2024-002

Bidder will provide and install material for a price of:

Price per Square Yard

Town Roads \$ 8.78 /SY

Roads to be Paved:

The Highway Superintendent of the Town of Rotterdam shall designate the specific Roads in the Town to be paved. Additional Roads may be added or deleted, contingent upon the bid results. All measurements provided by the town are only estimates and the contractor will be responsible for final measurements verified by the town.

Paving 2024

Town of Rotterdam

All road pricing will reflect the cost of paving cul de sac and side wings with transition of driveways, sidewalks, and intersections to be completed at time of paving.

EMPIRE PAVING
Empire Paving
1900 Duaneburg Rd.
Duaneburg, N.Y. 12056

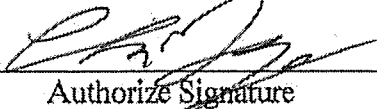
BID SPECIFICATIONS

Street	Length	Width	Sq Ft	Sq Yds	Cost per Sq Yd
St Lucille Ln	1170	30	35100	3900	\$8.78 / sy
Kervin Ln	1004	30	30120	3346.667	
Mary Ln	2300	35	80500	8944.444	
Glen Ct	375	30	11250	1250	
Kelly Ln	952	30	28560	3173.333	
Risoli Ln	400	30	12000	1333.333	
Lisa Ln	1160	36	41760	4640	
Anthony Dr	1810	36	65160	7240	
Serafini Dr	925	36	33300	3700	

CONTRACTOR MUST VERIFY ALL MEASUREMENTS FOR ROAD LENGTH AND WIDTH AS THESE ARE ESTIMATED AND NOT EXACT.

Bidder shall honor bid price for one year from date of bid opening by Town of Rotterdam. At the mutual consent of both the Town and the Contractor, the term of the contract and or bid price may be extended to a second and third year.

Empire Paving of Schenectady, Inc. Date: June 26th, 2024
Legal Name of Person, Partnership or Corporation

By: 
Authorize Signature

By: Christopher Longo, Vice President
Type or Print Name of Signature and Title

ADDRESS:

Street: 1900 Duaneburg Road

City: Duaneburg State: NY Zip Code 12056

Phone Number: (518) 356-1119

Facsimile Number: 518-356-1354

Federal Employer Identification Number: 14-1703990

End of bid form

In addition to the bid form, the contractor shall submit a resolution authorizing submission of bid, waiver of immunity clause, and non-collusive bidding certification.

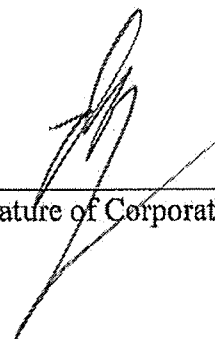
TOWN OF ROTTERDAM

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

Resolved that Christopher Longo be authorized to sign and submit the bid proposal of this corporation for Paving Bids, Town of Rotterdam, the certificate as to non-collusion and waiver of immunity clause required by §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:
Empire Paving of Schenectady, Inc. Corporation at a meeting of its board of directors held on the
27th day of June, 2024

(SEAL OF THE CORPORATION)



Signature of Corporate Secretary

TOWN OF ROTTERDAM

WAIVER OF 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: Empie Paving of Schenectady, Inc.

Signed by:  Title: Vice President

Date: 6-27-24

DRAFT

**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.

_____ day of _____, 20_____

Signature of Individual _____

Not Applicable

**TOWN OF ROTTERDAM
NON-COLLUSIVE BIDDING CERTIFICATION**

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and 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 their knowledge and belief:
1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
 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 certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons 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.

The fact that the bidder (A) has published price lists, rates of tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or reviewed 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 of subparagraph (A)(1).

Any bid hereafter made to any political subdivision of the state of any public department, agency or official thereof by a corporate bidder for work or 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 the 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 certification as to non-collusion as the act and deed of the corporation.

Name of Firm: Empire Paving of Schenectady, Inc.

Signed By:  Title: Vice President

Date: 6/27/24

RESOLUTION NO. 266.24

**TO ENTER INTO AN AGREEMENT PURSUANT TO HIGHWAY LAW SECTION 284
FOR TOWN HIGHWAY PAVING FOR 2024**

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 passes this resolution authorizing an agreement between the Town Board and the Highway Superintendent to establish a paving plan for 2024 and to allow payment for the Town of Rotterdam paving 2024 fiscal year, in accordance with the competitive bidding requirements of the New York State General Municipal Law, in the amount not to exceed \$842,905.89 for the roadway paving for the year 2024, leaving a balance of \$35,659.26.

SECTION 2. This resolution shall become effective July 2, 2024.

DATED: July 2, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 27, 2024

TO: Town Board

FROM: *W* Larry Lamora, Highway Superintendent

TITLE OF REQUEST: To Enter into an Agreement Pursuant to Highway Law Section 284 for Town Highway Paving for 2024

TOWN BOARD MEETING: July 2, 2024

Background Information:

Street resurfacing is done annually for the Town of Rotterdam roads. Rotterdam has a total available balance of \$678,565.15 from NYS CHIPS, Pave-NY, EWR, & POP (\$534,632.41 from SFY 23-24 apportionment balance & \$143,932.74 from Cumulative Rollover Balance from SFY 22-23). The NYS Funding total balance consists of; \$479,165.51 from CHIPS, \$80,467.15 from Pave-NY, \$66,112.05 from EWR, & \$52,820.44 from POP. The Town of Rotterdam 2024 Adopted Budget also provides an additional \$200,000.00 from Highway Resurfacing DA5110-4147. This creates a total budget of \$878,565.15.

Evaluation/Analysis:

2024 Highway Paving Plan consists of 6.3mm Polymer-Modified Hot Mix Asphalt pending awarded bid to Empire Paving for the streets listed on attachment for the sum of \$513,412.00 and Mill & Fill Type 3 Dense Binder pending awarded bid to Empire Paving for the streets listed on attachment for the sum of \$329,493.89, for a grand total of \$842,905.89.

Recommendation(s):

For the Town Board to approve the 284 Agreement for the 2024 Highway Paving of Town roads.

Attachment/Document(s):

NYS DOT Award Letter, 284 Agreement, List of Town Roads to be paved with awarded bid prices for each bid.

Compliance with Purchasing Policy:

Yes

Effect(s) on Existing Law(s):

Highway Law 284

LEGISLATION WILL BE PREPARED BY:

Supervisors Office

DRAFT



Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

January 11, 2024

LARRY LAMORA
HIGHWAY SUPERINTENDENT
TOWN OF ROTTERDAM
54 DUANESBURG RD
ROTTERDAM NY 12306

Dear Mr. Lamora:

The next quarterly SFY 2023-24 CHIPS, PAVE-NY, EWR and POP reimbursements are scheduled to be made on March 13, 2024. Requests for the March payments must be for expenditures made on or after September 13, 2022 through February 02, 2024. Refer to the Program Guidelines on the CHIPS website (www.dot.ny.gov/programs/chips) regarding eligible project activities and program requirements. The Town of Rotterdam has the following funding amounts available for the March payments.

Program	Total Balance	23-24 Apportionment Balance	Cumulative Rollover Balance
CHIPS	\$336,402.95	\$336,215.61	\$187.34
PAVE NY	\$79,118.92	\$79,033.60	\$85.32
EWR	\$65,943.49	\$65,866.49	\$77.00
POP ¹	\$52,958.09	\$52,689.07	\$269.02

The instructions for applying for the March 13, 2024 reimbursements are located on the back of this letter and on the CHIPS website. The New York State Department of Transportation (NYSDOT) Regional Office must receive all program payment submission items no later than **February 09, 2024**. Please sign the certification on each page of the reimbursement request forms and keep a copy of the completed forms for your files. Your NYSDOT municipal code for entry on the forms is 160726.

Municipalities may mail or e-mail their Documentation Checklists, reimbursement request forms, and supporting documentation to their NYSDOT Region. Guidance for e-mail submissions may be obtained on the CHIPS website. Contact information:

Valerie Deane
NYSDOT Regional CHIPS Representative
New York State Department of Transportation
50 Wolf Road, Suite 150
Albany, NY 12232
dot.sm.r01.CHIPS@dot.ny.gov

If you have any questions, please contact Valerie Deane at 518-417-6589.

Respectfully yours,

Matthew T. Haas
Director, Office of Integrated Modal Services

¹ As of January 1, 2023, microsurfacing; paver placed surface treatment; single course surface treatment involving chip seals or oil and stone; or double course surface treatment involving chip seals or oil and stone are not eligible project activities for the Pave our Potholes (POP) program.

#2024-001 RFB-3.9mm POLYMER-MODIFIED HOT MIX ASPHALT HIGHWAY RESURFACING

Street	Length	width	sq ft	sq yds	sq yds cost total	Start	End
Argo Blvd	1700	30	51000	5666.667	\$ 41,933.33	Hamburg ST	Clement
Chaple st	670	30	20100	2233.333	\$ 16,526.67	Chrisler ave	Hamburg St
Chism st	650	20	13000	1444.444	\$ 10,688.89	Hamburg ST	Dead End
Glengary rd	1050	20	21000	2333.333	\$ 17,266.67	Hamburg ST	Upoita
Mt Stuart rd	890	20	17800	1977.778	\$ 14,635.56	Glengary	Dead End
Schermerhorn St	760	20	15200	1688.889	\$ 12,497.78	Hamburg ST	Mt Stuart Rd
					\$ -		
					\$ -		
Lower Greg hump	1326	20	26520	2946.667	\$ 21,805.33	Rt 5s	Rt 5s
Lower greg	5550	20	111000	12333.333	\$ 91,266.67	Lower Greg Hump	Dead End
E. greg	1000	20	20000	2222.222	\$ 16,444.44	Lower Greg Hump	Dead end
Woestina st	810	25	20250	2250	\$ 16,650.00	Rt 5s	Dead End
Bradt St	620	30	18600	2066.667	\$ 15,293.33	Rt 5s	Dead End
Market st	550	30	16500	1833.333	\$ 13,566.67	Rt 5s	Dead End
Putman st	430	30	12900	1433.333	\$ 10,606.67	Rt 5s	Dead End
Parkis st	452	30	13560	1506.667	\$ 11,149.33	Rt 5s	Dead End
					\$ -		
Chepstow rd	2490	30	74700	8300	\$ 61,420.00	Hamburg St	Patton DR
Careloen rd	2215	30	66450	7383.333	\$ 54,636.67	Hamburg St	Patton DR
Ireland	670	30	20100	2233.333	\$ 16,526.67	chepstow rd	Bulter St
Christopher Ln	330	30	9900	1100	\$ 8,140.00	Bulter st	Dead End
					\$ -		
					\$ -		
Helen	1590	30	47700	5300	\$ 39,220.00	Palazini Dr	Roberta Rd
bruce st	500	32	16000	1777.778	\$ 13,155.56	Patton Dr	Palazini Dr
partica ln	257	20	5140	571.1111	\$ 4,226.22	Helen	Argo blvd
circle	350	20	7000	777.7778	\$ 5,755.56	Helen	Helen
Total					\$ 513,412.00		

Contractor Must Verify ALL MEASUREMENT FOR ROAD LENGTH AND WIDTH AS THESE ARE ESTIMATED AND ARE NOT EXACT.

#2024-002 RFB-Mill & Fill with 6.3 Poymer-Modified Hot Mix Asphalt

Street	Length	width	sq ft	sq yds	sq yds cost total	Start	Stop
st lucille	1170	30	35100	3900	\$ 34,242.00	Benjamin Pl	Kivin Ln
kervin ln	1004	30	30120	3346.666667	\$ 29,383.73	Cul De Sac	Cul De Sac
Mary ln	2300	35	80500	8944.444444	\$ 78,532.22	Burdeck St	Cul De Sac
glen ct	375	30	11250	1250	\$ 10,975.00	Mary Ln	Cul De Sac
kelly ln	952	30	28560	3173.333333	\$ 27,861.87	Mary Ln	Cul De Sac
Risoli	400	30	12000	1333.333333	\$ 11,706.67	NYS Rt 7	Mary Ln
Lisa	1160	36	41760	4640	\$ 40,739.20	Cul De Sac	Cul De Sac
anthony dr	1100	36	39600	4400	\$ 38,632.00	Lisa Ln	Cul De Sac
anthony dr	710	36	25560	2840	\$ 24,935.20		
serafini dr	925	36	33300	3700	\$ 32,486.00	Ft Hunter Rd	Dead End
Total					\$ 329,493.89		

CONTRACTOR MUST VERIFY ALL MEASUREMENT FOR ROAD LENGHT AND WIDTH AS THESE ARE ESTIMATED AND ARE NOT EXACT

AGREEMENT FOR EXPENDITURE OF HIGHWAY MONIES

AGREEMENT between the Town Highway Superintendent of The Town of Rotterdam, Schenectady County, New York, and the undersigned members of the Town Board.

Pursuant to the provisions of Section 284 of the Highway Law, we agree that monies levied and collected in the Town of for the repair and improvement of highways, and received from the State for State Aid for the repair and improvement of highways shall be expended as follows:

1. GENERAL REPAIRS. The sum of \$842,905.89 shall be set aside to be expended for primary work and general repairs upon 4.71 miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or renewals thereof.
2. PERMANENT IMPROVEMENTS. The following sums shall be set aside to be expended for the permanent improvement of Town highways:

- (a) On Argo Blvd. commencing at Hamburg St. and leading to Clement Road, a distance of 1,700 feet, there shall be expended not over the sum of \$41,933.33.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 30'

Thickness: 135lb/sy

Subbase: None

- (b) On Chapel St. commencing at Chrisler Ave. and leading to Hamburg St., a distance of 670 feet, there shall be expended not over the sum of \$16,526.67.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 30'

Thickness: 135lb/sy

Subbase: None

- (c) On Chism St. commencing at Hamburg St. and leading to a dead end, a distance of 650 feet, there shall be expended not over the sum of \$10,688.89.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 20'

Thickness: 135lb/sy

Subbase: None

AGREEMENT FOR EXPENDITURE OF HIGHWAY MONIES

- (d) On Glengary Rd. commencing at Hamburg St. and leading to Utopia St., a distance of 1050 feet, there shall be expended not over the sum of 17,266.67.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 20'

Thickness: 135lb/sy

Subbase: None

- (e) On Mt. Stuart Rd. commencing at Glengary Rd. and leading to a dead end, a distance of 890 feet, there shall be expended not over the sum of \$14,635.56.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 20'

Thickness: 135lb/sy

Subbase: None

- (f) On Schermerhorn St. commencing at Hamburg St. and leading to Mt. Stuart Rd., a distance of 760 feet, there shall be expended not over the sum of \$12,497.78.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 20'

Thickness: 135lb/sy

Subbase: None

- (g) On Lower Gregg Hump. commencing at Rt. 5s and leading to Rt. 5s., a distance of 1326 feet, there shall be expended not over the sum of \$21,805.33.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 20'

Thickness: 135lb/sy

Subbase: None

- (h) On Lower Gregg Road commencing at Lower Gregg Hump and leading to a dead end, a distance of 5550 feet, there shall be expended not over the sum of \$91,266.67.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 20'

AGREEMENT FOR EXPENDITURE OF HIGHWAY MONIES

Thickness: 135lb/sy

Subbase: None

- (i) On E. Gregg Road commencing at Lower Gregg and leading to a dead end, a distance of 1000 feet, there shall be expended not over the sum of \$16,444.44.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 20'

Thickness: 135lb/sy

Subbase: None

- (j) On Woestina St. commencing at Rt. 5s and leading to a dead end a distance of 810 feet, there shall be expended not over the sum of \$16,650.00.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 25'

Thickness: 135lb/sy

Subbase: None

- (k) On Brad St. commencing at Rt. 5s and leading to a dead end, a distance of 620 feet, there shall be expended not over the sum of \$15,293.33.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 30'

Thickness: 135lb/sy

Subbase: None

- (l) On Market St. commencing at Rt. 5s and leading to a Dead End, a distance of 550 feet, there shall be expended not over the sum of \$13,566.67.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 30'

Thickness: 135lb/sy

Subbase: None

- (m) On Putnam St. commencing at Rt. 5s and leading to a dead end, a distance of 430 feet, there shall be expended not over the sum of \$10,606.67.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

AGREEMENT FOR EXPENDITURE OF HIGHWAY MONIES

Width of Traveled Surface: 30'

Thickness: 135lb/sy

Subbase: None

- (n) On Parkis St. commencing at Rt. 5s and leading to a Dead End, a distance of 452 feet, there shall be expended not over the sum of \$11,149.33.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 30'

Thickness: 135lb/sy

Subbase: None

- (o) On Chepstow Rd. commencing at Hamburg St. and leading to Patton Dr., a distance of 2490 feet, there shall be expended not over the sum of \$61,420.00.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 30'

Thickness: 135lb/sy

Subbase: None

- (p) On Careloen Rd. commencing at Hamburg St. and leading to Patton Dr., a distance of 2215 feet, there shall be expended not over the sum of \$54,636.67.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 30'

Thickness: 135lb/sy

Subbase: None

- (q) On Ireland Dr. commencing at Chepstow Rd. and leading to Butler St., a distance of 670, there shall be expended not over the sum of \$16,526.67.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 30'

Thickness: 135lb/sy

Subbase: None

AGREEMENT FOR EXPENDITURE OF HIGHWAY MONIES

- (r) On Christopher Ln. commencing at Butler St. and leading to a dead end, a distance of 330 feet, there shall be expended not over the sum of \$8,140.00.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 30'

Thickness: 135lb/sy

Subbase: None

- (s) On Helen St. commencing at Palazini Dr. and leading to Roberta Rd., a distance of 1590 feet, there shall be expended not over the sum of \$39,220.00.

Type: Mill & Fill with Type 3 Dense Binder

Width of Traveled Surface: 30'

Thickness: 2.5" after completion

Subbase: None

- (t) On Bruce St. commencing at Patton Dr. and leading to Palazini Dr., a distance of 500 feet, there shall be expended not over the sum of \$13,155.56.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 32'

Thickness: 2.5" after completion

Subbase: None

- (u) On Patricia Ln. commencing at Helen Street and leading to Argo Blvd., a distance of 257 feet, there shall be expended not over the sum of \$4,226.22.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 20'

Thickness: 2.5" after completion

Subbase: None

- (v) On Circle Dr. commencing at Helen St. and leading to Helen St., a distance of 350 feet, there shall be expended not over the sum of \$5,755.56.

Type: 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 20'

Thickness: 2.5" after completion

AGREEMENT FOR EXPENDITURE OF HIGHWAY MONIES

Subbase: None

- (w) On St. Lucille. commencing at Benjamin Pl. and leading to Kevin Ln., a distance of 1170 feet, there shall be expended not over the sum of \$34,242.00.

Type: Mill & Fill with 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 30'

Thickness: 2.5" after completion

Subbase: None

- (x) On Kevin Ln. commencing at the Cul De Sac and leading to the Cul De Sac, a distance of 1004 feet, there shall be expended not over the sum of \$29,383.73.

Type: Mill & Fill with 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 30'

Thickness: 2.5" after completion

- (y) On Mary Ln. commencing at the Burdeck St. and leading to the Cul De Sac, a distance of 2300 feet, there shall be expended not over the sum of \$78,532.22.

Type: Mill & Fill with 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 35'

Thickness: 2.5" after completion

- (z) On Glen Ct. commencing at the Mary L. and leading to the Cul De Sac, a distance of 375 feet, there shall be expended not over the sum of \$10,975.00.

Type: Mill & Fill with 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 30'

Thickness: 2.5" after completion

- (aa) On Kelly Ln. commencing at the Mary Ln. and leading to the Cul De Sac, a distance of 952 feet, there shall be expended not over the sum of \$27,861.87.

Type: Mill & Fill with 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 30'

Thickness: 2.5" after completion

- (bb) On Risoli Ln. commencing at the NYS Rt. 7. and leading to Mary Ln., a distance of 400 feet, there shall be expended not over the sum of \$11,706.67.

AGREEMENT FOR EXPENDITURE OF HIGHWAY MONIES

Type: Mill & Fill with 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 30'

Thickness: 2.5" after completion

(cc) On Lisa Ln. commencing at the Cul De Sac and leading to the Cul De Sac, a distance of 1160 feet, there shall be expended not over the sum of \$40,739.20.

Type: Mill & Fill with 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 36'

Thickness: 2.5" after completion

(dd) On Anthony Dr. commencing at Lisa Ln. and leading to the Cul De Sac, a distance of 1810 feet, there shall be expended not over the sum of \$63,567.20.

Type: Mill & Fill with 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 36'

Thickness: 2.5" after completion

(ee) On Serafini Dr. commencing at Fort Hunter Rd. and leading to a dead end, a distance of 925 feet, there shall be expended not over the sum of \$32,486.00.

Type: Mill & Fill with 6.3MM Polymer-Modified Hot Mix Asphalt

Width of Traveled Surface: 36'

Thickness: 2.5" after completion

Executed In Duplicate This _____ Day of _____, 2024

Mollie Collins, Supervisor

Charles Jack Dodson, Deputy Supervisor

Joseph Mastroianni, Councilmember

Teri A. Gallucci, Councilmember

Ron Schlag, Councilmember

Larry Lamora, Highway Superintendent

RESOLUTION NO. 267.24

**TO AUTHORIZE THE SUPERVISOR TO EXECUTE A CONTRACT WITH ANTHEM
BLUE CROSS FOR VISION COVERAGE**

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 execute an insurance contract with Blue Cross Anthem for employee vision coverage effective July 1, 2024 through December 31, 2025.

SECTION 2. This resolution shall become effective July 2, 2024.

DATED: July 2, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 21, 2024

TO: Mollie A. Collins, Town Supervisor

FROM: Alison Grace, Town Comptroller

TITLE OF REQUEST: Anthem Blue Cross vision coverage renewal

TOWN BOARD MEETING: July 2, 2024

Background Information: Anthem Blue Cross insurance related to vision coverage is due for renewal. The renewal contract is effective 7/1/2024 through 12/31/2025. The renewal is for 18 months so that all health insurance policies are renewed are on the same schedule in the future. As of January 1st 2026, all insurance contracts will be due for renewal at the same time.

Recommendation(s): Authorization for the Town Supervisor to sign a renewal agreement with Anthem Blue Cross for vision coverage from July 1st, 2024 through December 31, 2025.

Attachment/Document(s): Renewal Quote Summary

LEGISLATION WILL BE PREPARED BY: Supervisor's Office



March 7, 2024

Mollie Collins
Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, NY 12306

Dear Ms. Collins:

Anthem Blue Cross is pleased to present the enclosed renewal for your Vision insurance coverage effective July 1, 2024 through December 31, 2025. We hope this coverage has fulfilled your expectations as we place a high value on continuing our relationship with you. Attached you will find an exhibit which illustrates your renewal rates.

In order to ensure a smooth transition into the new contract period, we request that you return an original signed renewal to my attention thirty (30) days prior to the renewal date.

In addition to Vision benefits, we can now be the single point of contact for Dental, Life and Disability solutions as well. I will discuss these options with you during the renewal process.

We value your business and look forward to our continued partnership. Please feel free to contact me with any questions. We recognize you have a choice in vision care benefits and appreciate the trust you have placed with us.

Sincerely,

Alyssa Jacques
Account Manager

Enclosure

cc: USI Consulting Group of New York
Jason O'Malley, Anthem Blue Cross

15 Plaza Drive | Latham, New York 12110

Services provided by Anthem HealthChoice HMO, Inc. and/or Anthem HealthChoice Assurance, Inc., licensees of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield plans. Anthem is a registered trademark of Anthem Insurance Companies, Inc.

BLUE VIEW VISIONSM RENEWAL QUOTE SUMMARY

Group Name	Town of Rotterdam
Group Number	300065
Effective Date	7/1/2024
End Date	12/31/2025

BENEFIT SUMMARY

Benefits	In-Network	Out-of-Network
<u>Copayment</u>		
Examination	\$10	Not Applicable
Eyeglass Lens	\$20	Not Applicable
<u>Frequency of Service</u>		
Exam	12 months	12 months
Lenses	12 months	12 months
Frames	24 months	24 months
Contact Lenses	12 months	12 months
<u>Professional Services</u>		
Comprehensive vision examination	Covered in full after copayment	up to \$40 allowance
<u>Basic Lenses (Pair)</u>		
Single Vision	Covered in full after copayment	up to \$25 allowance
Bifocal	Covered in full after copayment	up to \$40 allowance
Trifocal	Covered in full after copayment	up to \$55 allowance
<u>Frame</u>		
Eyeglasses frame allowance	\$130 allowance, then 20% off remaining balance	up to \$45 allowance
<u>Contact Lenses</u>		
Elective Conventional	\$130 allowance, then 15% off remaining balance	up to \$105 allowance
Elective Disposable	\$130 allowance (no additional discount)	up to \$105 allowance
Non-Elective Contact Lenses	Covered in full	up to \$210 allowance
<u>Eyeglass Lens Enhancements</u>		
Factory scratch coating included.	Covered in full	Not Applicable
Polycarbonate Lenses for children under 19 years old.	Covered in full	Not Applicable
Transitions Lenses for children under 19 years old.	Covered in full	Not Applicable
<u>Discounts</u>		
<u>Discount Lens Options</u> When obtaining eyewear from an In-Network provider, you may upgrade your new eyeglass lenses at the discounted costs below. Eyeglass lens copayment also applies.		
UV Coating	\$15.00	Not Applicable
Tint (Solid Gradient)	\$15.00	Not Applicable
Standard Polycarbonate	\$40.00	Not Applicable
Transition Lenses for Adults	\$75.00	Not Applicable
<u>Progressive Lenses</u>		
Standard Progressive	\$65.00	Not Applicable
Premium Tier 1	\$85.00	Not Applicable
Premium Tier 2	\$95.00	Not Applicable
Premium Tier 3	\$110.00	Not Applicable
<u>Anti-Reflective Coating</u>		
Standard Anti-Reflective Coating	\$45.00	Not Applicable
Premium Tier 1 Anti-Reflective Coating	\$57.00	Not Applicable
Premium Tier 2 Anti-Reflective Coating	\$68.00	Not Applicable
Other	20% Discount off retail pricing	Not Applicable
<u>Dependent Eligibility</u>		
<u>Dependent Age Limits</u> Child to 26 / Student to 26		
QUOTED MONTHLY RATES		

Total Rate

Employee	\$5.80
Employee + Spouse	\$11.60
Employee + Child(ren)	\$11.89
Employee + Family	\$17.69

CURRENT MONTHLY RATES

	Total Rate
Employee	\$5.69
Employee + Spouse	\$11.06
Employee + Child(ren)	\$10.24
Employee + Family	\$17.05

COMMISSIONS

Commission Rate	4.00%
------------------------	--------------

In addition to the applicable commissions paid to the broker (including a general agent or consultant) on the business sold, the broker may receive payments from Anthem or may participate in non-cash award programs, under one or more broker compensation programs (inclusive of overrides, incentive or bonus programs) that may have been based on aggregate sales, business quality, or persistency. Except to the extent that they contributed to Anthem's general administrative charges, such broker compensation programs are not charged specifically to an individual customer's account. You can obtain additional information regarding Anthem's large group commission rate schedules and its broker compensation programs by visiting www.anthembluecross.com or by contacting your Anthem representative.

DISCLAIMERS

- The above rates are guaranteed for 18 months provided that commissions and/or the tier structure do not change.
- If the above rates are not elected within 30 days of the date shown below, this proposal will be withdrawn.
- A change in the contract period may require a recalculation of rates.
- The above rates are contingent upon full replacement.
- Above rates reflect 0% total vision employer contribution. This is a voluntary plan.
- The rates provided assume this is a renewal for a group that qualified as large group prior to 1/1/2016. For purposes of large group coverage, eligible employees include:
 - > permanent hourly/salary wage employees who are regularly scheduled to work at least 30 hours per week (underwriting approval required for reduced minimum number of hours) throughout the year.
 - > commissioned employees who receive W-2 IRS filing from their employer and who are scheduled to work at least 30 hours per week (underwriting approval required for reduced minimum number of hours) throughout the year.
 - > retirees, provided that underwriting has approved the retiree offering.
 - > union employees who are not eligible for health insurance under a Collective Bargaining Agreement.
- Employees in the waiting period are not included as eligible employees.
- If this is not a renewal, please notify us as soon as possible.
- The above rates are based on 170 eligible employees. If the actual number of eligible contracts differs by 10% or more, Anthem reserves the right to revise the rates.
- If the actual enrollment is less than 10 contracts, this proposal may be withdrawn.
- If the ratio of the number of Non-Medicare total enrolled members (insureds) to the number of Non-Medicare enrolled subscribers (active enrollees) exceeds 2.8 on the initial effective date or any time thereafter, Anthem shall have the right, upon 30 days notice, to adjust the rates and enforce four tier rating.
- This is a primary vision care benefit intended to cover only routine eye examinations and corrective eyewear. Benefits are payable only for expenses incurred while the group and insured person's coverage is in force. This information is intended to be a brief outline of coverage. All terms and conditions of coverage, including benefits and exclusions, are contained in the group policy and member certificate, which shall control in the event of a conflict with this overview. Laws in some states may prohibit network providers from discounting products and services that are not covered benefits under the plan. Frame discounts may not apply to some frames where the manufacturer has imposed a no discount policy on sales at retail and independent provider locations. Discounts are subject to change without notice. This benefit overview is only one piece of your entire enrollment package.

SIGNATURE SECTION

Reviewed and Accepted on behalf of the Group by:

Print Name:

Title:

Signature:

Date:

Anthem BlueCross

RESOLUTION NO. 268.24

**TO NEGOTIATE AND EXECUTE AMENDMENT NO. 2 TO AN EXISTING
AGREEMENT WITH LABELLA FOR SEWER DISTRICT NO. 7 EXTENSION NO. 1
BENEFIT ASSESSMENT DETERMINATION**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute Amendment No. 2 to an existing agreement with Labella, located at 4 British American Blvd, Latham, NY 12110, for professional engineering services for the Sewer District No. 7 Extension No.1 for supplemental services related to the Benefit Assessment Determination, in an amount not to exceed two thousand five hundred and 00/100 (\$2,500.00) dollars, for a new total agreement amount not to exceed sixteen thousand one hundred sixty and 00/100 (\$16,160.00) dollars.

SECTION 2. This resolution shall become effective July 2, 2024.

DATED: July 2, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 24, 2024
TO: Town Board
FROM: Mollie Collins, Supervisor

TITLE OF REQUEST: Authorize the Supervisor to enter into a contract with La Bella for additional professional services relating to TSCO #2 Sewer District #7, Extension #1 Benefit Assessment Determination

TOWN BOARD MEETING: July 2, 2024

Background Information: The Town of Rotterdam is currently evaluating an amendment to the Development Agreement between the Town and Sewer #7 Extension #1 Benefit Assessment.

Evaluation/Analysis: The evaluation will review options and recommend a method of redistribution of costs related to the findings of the assessment, supplements and as resolution with the involved properties/party.

Recommendation(s): Authorize the Supervisor to enter into a contract with La Bella for additional professional services relating to TSCO #2 Sewer District #7, Extension #1 Benefit Assessment Determination.

Attachment/Document(s): Contract, Certified Resolution 354.23 & 153.24.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisor

June 18, 2024

Ms. Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Blvd
Rotterdam, New York 12306

**RE: Proposal for Additional Professional Services – TSCO #2
Sewer District #7, Extension #1 Benefit Assessment Determination
Town of Rotterdam, Schenectady County, New York
LaBella Project #2231023.03**

Dear Supervisor Collins and Town Board:

LaBella Associates is pleased to submit this proposal for additional professional services related to the completed Benefit Assessment Determination for Sewer District 7 Extension 1, including Supplement #1 and Supplement #2. Please find our current project understanding, additional scope of services and associated fee schedule below.

Project Understanding

The Town has requested that we support an amendment to the Development Agreement between the Town and involved properties/parties based upon the Benefit Assessment completed, including Supplement #1 and Supplement #2

SCOPE OF SERVICES

The following represents the tasks that you have requested, and that we believe are necessary to accomplish your desired objectives. Please refer to Schedule and Fee Summary table near the end of this proposal for the costs and time schedules associated with each task.

Task 04 – Supplemental Services – Amendment to Development Agreement

We will review and provide comments and recommendations related to an amendment of the referenced Development Agreement.

We will review options and recommend a method of redistribution of costs related to the findings of the assessment, supplements and as resolution with the involved properties/party.

Professional Services Fee Schedule

LaBella proposes to bill each task as indicated in the following Fee and Time Schedule Summary. Invoices will be issued monthly for all services performed during that month and are payable upon receipt. Lump Sum tasks will be billed according to milestone completions for each deliverable, or commensurately with the percentage of the task which has been completed.

Fee and Time Schedule Summary



Tasks		Fee Estimates		Proposed Schedules
Task No.	Task Description	Lump Sum Fee Bill	Time and Materials Estimate	Projected Start / End Dates ⁽¹⁾
04	Supplemental Services - Development Agreement Amendment	---	\$2,500	2-4 weeks
Total Estimated Fee:		\$2,500 ⁽²⁾		

¹ Projected start and end dates are subject to change and are based on date from authorization to proceed. Because certain aspects of the project are outside of LaBella's control (e.g., review agency schedules, actions, and approvals), LaBella cannot guarantee completion of the project within these proposed schedules.

² Including some additional time carry over from TSCO #1.

Professional Services Authorization and Agreement

As formal authorization to proceed with additional services in accordance with the terms and conditions of our original agreement dated December 18, 2023, please sign, date and return this correspondence.

If you have any questions or require additional information, please do not hesitate to contact this office.

Sincerely,

Joseph M. Lanaro, P.E., M.ASCE
Vice President, Principal-In-Charge

Cc: File

Authorization to Proceed Additional Services

Mollie Collins, Supervisor
Town of Rotterdam

(Date)

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

RESOLUTION NO. 354.23

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH LABELLA ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE SEWER DISTRICT NO. 7, EXTENSION NO. 1 BENEFIT ASSESSMENT DETERMINATION

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

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with LaBella Associates located at 4 British American Boulevard Latham, NY 12110, for professional engineering services related to the Sewer District #7, Extension #1 Benefit Assessment Determination, in the amount not to exceed ten thousand one hundred sixty and 00/100 (\$10,160.00) dollars.

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

DATED: December 13, 2023

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

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

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

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

Diane M. Marco
Diane M. Marco, Town Clerk





November 20, 2023

Ms. Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Blvd
Rotterdam, New York 12306

RE: Proposal for Professional Services
Sewer District #7, Extension #1 Benefit Assessment Determination
Town of Rotterdam, Schenectady County, New York

Dear Supervisor Collins and Town Board:

LaBella Associates is pleased to submit this professional services proposal for preparing a Benefit Assessment Determination for Sewer District 7 Extension 1. Please find our current project understanding, scope of services and associated fee schedule below.

Project Understanding

LaBella understands the Town of Rotterdam (Town) would like an opinion regarding the Benefit Assessment determination for Sewer District 7 Extension for various years since formation of same.

SCOPE OF SERVICES

The following represents the tasks that you have requested, and that we believe are necessary to accomplish your desired objectives. Please refer to Schedule and Fee Summary table near the end of this proposal for the costs and time schedules associated with each task.

Task 01 – Benefit Assessment and Letter Report

Scope - LaBella will provide professional services associated with establishing a Benefit Assessment for Sewer District 7 Extension 1, relative to its application at various stages of project development and for each year since its formation.

The evaluation will include a review of project records, as related to various stages of approvals, provided by the Town as well as a review of the Town's most current Sewer Use Ordinance.

Additionally, LaBella will assist the Town with the related value of the EDUs for each year reported. We will review the methodology with the Town and review values computed by the Town.

LaBella will provide the Town a Letter Report that will describe the analysis completed, a summary of our findings and benefit assessment for each year since formation. The Letter Report will be submitted as a draft for review and comment. Supporting documents will be included as attachments to the Letter Report. After receiving the Town's comments regarding the draft Letter Report, LaBella will make appropriate revisions (assumed to be minor) and then will provide hard copies of the final Letter Report for the Town's use.

4 British American Blvd | Latham, NY 12110 | p (518) 273-0055

www.labellapc.com

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December 13, 2023



We anticipate providing 10 hard copies and one digital version.

Task 02 - Meetings

Scope - Under this task, LaBella will attend requested meetings for the project associated with the Benefit Assessment Determination. LaBella will also assist with the preparation/coordination of documents required for the meeting. For this task, we have assumed a total of six (6) labor hours. This task will be billed on a time and materials basis.

Professional Services Fee Schedule:

LaBella proposes to bill each task as indicated in the following Fee and Time Schedule Summary. Invoices will be issued monthly for all services performed during that month and are payable upon receipt. Lump Sum tasks will be billed according to milestone completions for each deliverable, or commensurately with the percentage of the task which has been completed.

Fee and Time Schedule Summary

Tasks		Fee Estimates		Proposed Schedules
Task No.	Task Description	Lump Sum Fee Bill	Time and Materials Estimate	Projected Start / End Dates ⁽¹⁾
01	Benefit Assessment and Report	—	\$7,760	Start: December 2023 End: January 2024
02	Meetings	—	\$1,400	Start: December 2023 End: January 2024
RE	Reimbursables	—	\$1,000	—
Total Estimated Fee:		\$10,160		

¹ Projected start and end dates are subject to change and are based on date from authorization to proceed. Because certain aspects of the project are outside of LaBella's control (e.g., review agency schedules, actions, and approvals), LaBella cannot guarantee completion of the project within these proposed schedules.

Professional Services Authorization and Agreement

As formal authorization to proceed, please sign and date the provided agreement with copy of Town Board resolution authorizing same.



If you have any questions or require additional information, please do not hesitate to contact this office.

Sincerely,

Joseph M. Lanaro, P.E., M.ASCE
Vice President, Principal-in-Charge

Cc: File

DRAFT

Professional Services Agreement

Agreement made the 20th day of November, 2023
between

LaBella Associates, D.P.C.
("LaBella")

and

Town of Rotterdam
("Client")

for services related to the following Project:

Sewer District #7 Extension #1
Benefit Assessment Determination
("Project")

LaBella and Client hereby agree as follows:

Description of Services: LaBella shall perform the services set forth and described in LaBella's proposal, dated November 20, 2022, a copy of which is attached as *Exhibit A* (the "Proposal"), in accordance with the terms and conditions of this contract attached as *Exhibit B*.

Compensation for Services: Client shall compensate LaBella for its professional services as set forth in the Proposal. LaBella shall submit invoices for services rendered monthly. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.

Term: LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella's services are completed and final payment has been received from Client, or as otherwise provided in this Agreement.

Insurance: LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;
- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement; and
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates of insurance evidencing compliance shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance. However, nothing herein shall be construed as permitting LaBella to cancel, non-renew, or reduce insurance, or to allow the cancellation, non-renewal, or reduction of insurance to occur, such that the foregoing required coverages are not continuously maintained during the entire term required by this section.

Indemnification: To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement.

In recognition of the relative risks and benefits of the Project to both Client and LaBella, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of LaBella and LaBella's consultants for any and all claims, liabilities, damages, losses, costs, and judgments of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of LaBella and LaBella's consultants shall not exceed the available proceeds of LaBella's insurance.

LaBella Associates, D.P.C.

By: 

Name

JOSEPH M. LANARD, PE

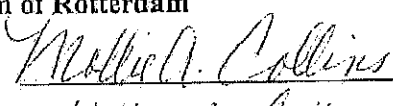
Title

VICE PRESIDENT

Date:

12/18/2023

Town of Rotterdam

By: 

Name

Mollie A. Collins

Title

Supervisor

Date

12/18/2023

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, March 27, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 153.24

**TO NEGOTIATE AND EXECUTE AMENDMENT NO. 1 TO AN EXISTING AGREEMENT
WITH LABELLA FOR SEWER DISTRICT NO. 7 EXTENSION NO. 1 BENEFIT
ASSESSMENT DETERMINATION**

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

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute Amendment No. 1 to an existing agreement with Labella, located at 4 British American Blvd, Latham, NY 12110, for professional engineering services for the Sewer District No. 7 Extension No.1 for supplemental services related to the Benefit Assessment Determination, in an amount not to exceed three thousand five hundred and 00/100 (\$3,500.00) dollars, for a new total agreement amount not to exceed thirteen thousand six hundred sixty and 00/100 (\$13,660.00) dollars.

SECTION 2. This resolution shall become effective March 27, 2024.

DATED: March 27, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on March 27, 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 April 1, 2024.

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 22, 2024

TO: Town Board

FROM: Jack Dodson

TITLE OF REQUEST: LaBella Agreement – Amendment TSCO#1 –
Benefited Assessment Determination

TOWN BOARD MEETING: March 27, 2024

Background Information: LaBella performed a Sewer District No. 7, Extension
No. 1 Benefited Assessment Determination pursuant
to Resolution 354.23.

Evaluation/Analysis: A financial analysis of the Benefited Assessment
Determination is required for each parcel versus
LaBella's findings and related values, per tax parcel,
per year for the same years covered in the assessment
. A chronological summary of events relating to the SD
No. 7 and its extensions is required.

Recommendation(s): Retain LaBella to provide the financial analysis and
chronological summary of events for SD No. 7 and
extensions.

Attachment/Document(s): Agreement dated March 14, 2024 and Resolution No.
354.23.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office



March 14, 2024

Ms. Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Blvd
Rotterdam, New York 12306

**RE: Proposal for Additional Professional Services – TSCO #1
Sewer District #7, Extension #1 Benefit Assessment Determination
Town of Rotterdam, Schenectady County, New York
LaBella Project #2231023.03**

Dear Supervisor Collins and Town Board:

LaBella Associates is pleased to submit this proposal for additional professional services related to the completed Benefit Assessment Determination for Sewer District 7 Extension 1. Please find our current project understanding, additional scope of services and associated fee schedule below.

Project Understanding

The Town has requested that we supplement our current Benefit Assessment to include assistance with determining the EDUs applied for each parcel versus our findings and related value, per tax parcel per year for the same years covered in the assessment.

Additionally, the Town would like a sequential summary of events related to SD #7 and its extensions, in general terms, describing formations and related conditions as known or understood.

SCOPE OF SERVICES

The following represents the tasks that you have requested, and that we believe are necessary to accomplish your desired objectives. Please refer to Schedule and Fee Summary table near the end of this proposal for the costs and time schedules associated with each task.

Task 03 – Supplemental Services

Scope - A letter report will be provided to include our findings related to the determination of the EDUs applied for each parcel versus our assessment and related value, per tax parcel per year for the same years covered in the assessment.

It is anticipated that the Town will provide requested information including billing and financing related to this assignment.

Scope - A memorandum will be prepared that will describe a sequential summary of events related to SD #7 and its extensions, in general terms, describing formations and related conditions as known or understood.



Professional Services Fee Schedule

LaBella proposes to bill each task as indicated in the following Fee and Time Schedule Summary. Invoices will be issued monthly for all services performed during that month and are payable upon receipt. Lump Sum tasks will be billed according to milestone completions for each deliverable, or commensurately with the percentage of the task which has been completed.

Fee and Time Schedule Summary

Tasks		Fee Estimates		Proposed Schedules
Task No.	Task Description	Lump Sum Fee Bill	Time and Materials Estimate	Projected Start / End Dates ⁽¹⁾
03	Supplemental Services	---	\$3,500	2-4 weeks
Total Estimated Fee:		\$3,500		

¹ Projected start and end dates are subject to change and are based on date from authorization to proceed. Because certain aspects of the project are outside of LaBella's control (e.g., review agency schedules, actions, and approvals), LaBella cannot guarantee completion of the project within these proposed schedules.



Professional Services Authorization and Agreement

As formal authorization to proceed with additional services in accordance with the terms and conditions of our original agreement dated December 18, 2023, please sign, date and return this correspondence.

If you have any questions or require additional information, please do not hesitate to contact this office.

Sincerely,

Joseph M. Lanaro, P.E., M.ASCE
Vice President, Principal-In-Charge

Cc: File

**Authorization to Proceed
Additional Services**

Mollie Collins, Supervisor
Town of Rotterdam

2/1/2024
(Date)

RESOLUTION NO. 269.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CB20

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 cb20, located at 11 Federal Street, Saratoga Springs, New York 12866, to continue to provide the Town of Rotterdam IT services, on a month-to-month basis, with no additional paperwork needed, no pauses in service and the current process continues with no changes.

SECTION 2. The Town agrees to provide cb20 with a 60-day notice to terminate this agreement.

SECTION 3. This resolution shall become effective on July 2, 2024.

DATED: July 2, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 24, 2024

TO: Town Board

FROM: Mollie Collins, Supervisor

TITLE OF REQUEST: Authorize the Supervisor to enter into an agreement with cb20 for month-to-month IT services

TOWN BOARD MEETING: July 2, 2024

Background Information: The Town of Rotterdam is currently evaluating the IT department to determine what configuration best meets the needs of our town and its employees.

Evaluation/Analysis: The evaluation on our IT department is nearing completion and until the Town Board takes action on the structure of the IT department, the town will continue with cb20 on a month-to-month basis.

Recommendation(s): Authorize the Supervisor to enter into an agreement with cb20 for month-to-month IT services.

Attachment/Document(s): Letter of intent

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor

TOWN OF ROTTERDAM

Mollie A. Collins, Supervisor
Jack Dodson, Deputy Supervisor
Joseph C. Mastroianni, Councilmember
Teri Gallucci, Councilmember
Ronald Schlag, Councilmember



John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 Ext.326 • Fax: 518-355-7976 • Website: www.rotterdamny.org

June 20, 2024

VIA EMAIL

RE: Letter of Intent: Month-to-Month Agreement for IT Services

Dear Mr. Pietrantonio:

This letter of intent is in response to your email dated June 18, 2024 in which you state that cb20 will continue to provide the Town of Rotterdam IT services, on a with month-to-month basis, with no additional paperwork needed. The email also states that there will be no pauses in services and that your processes continue with no changes. You request that the Town agree to provide a 60-day notice to cb20 to terminate this agreement.

Please be advised that it is the Town of Rotterdam's intent to accept the new agreement with cb20 to continue on a month-to-month basis with the condition that the Town gives cb20 a 60 day notice to terminate the agreement.

Sincerely,


Mollie A. Collins
Supervisor

cc: C. Heinel, Attorney
J. C. Dodson, Deputy Supervisor

RE: Month-to-Month Agreement**Chris Pietrantonio** <cpietrantonio@cb20.com>

Mon 6/24/2024 12:32 PM

To: Mollie Collins <mcollins@rotterdamny.org>

Cc: Charles Jack Dodson <cjdodson@rotterdamny.org>

Hi Mollie-

The current rates cb20 charges the town of Rotterdam, including the Police Department, will remain unchanged for the next 12 months. Please note that individual costs may fluctuate depending on projects and equipment changes. As an example, if the Town deploys email security, the added Microsoft licensing may alter the Microsoft invoice you receive from cb20. If you were to suddenly increase or decrease the total number of computers used by staff, this will also have a reciprocal effect on costs.

Please let me know if this is acceptable or if you have any questions.

Thank you!

Chris Pietrantonio

vCIO

cpietrantonio@cb20.com

office 518-303-3917