

3.02 HAULING MATERIAL

- A. When it is necessary to haul material over the streets or pavements, Contractor shall provide suitable tight vehicles so as to prevent deposits on the streets or pavements.
- B. In all cases where any materials are dropped from the vehicles, Contractor shall clean up the same at least daily or as often as directed and keep the crosswalks, streets and pavements clean and free from dirt, mud, stone and other hauled materials.

3.03 STOCKPILING

- A. Stockpile materials on Site at locations designated and approved by Engineer and as otherwise required by Contract Documents.
- B. Stockpile in sufficient quantities to meet Project schedule and requirements.
- C. All excavation materials shall be stored in locations as to not endanger the Work, and so that easy access may be had at all times to all parts of the excavation.
- D. Separate differing materials with dividers or stockpile apart to prevent mixing.
- E. Stockpile topsoil 8 feet high, maximum.
- F. Prevent intermixing of soil types or contamination.
- G. Direct surface water away from stockpile sites to prevent erosion or deterioration of materials.
- H. Stockpile unsuitable materials on impervious material and cover to prevent erosion and leaching, until disposed.
- I. All excavated materials shall be kept clear of sidewalks, driveway entrances/exits, street crossings, and any other points that may inconvenience the public.
- J. Special precautions must be taken to permit access at all times to fire hydrants, fire alarm boxes, police and fire department driveways, and other points of public convenience.
- K. Where traffic is to be maintained, at least one-half of the street width must be kept open at all times.
- L. Approved types of bridging across trenches shall be constructed and maintained where necessary.
- M. Where conditions do not allow for storage of materials, materials excavated from the first 100 feet of any opening, or from such additional length as may be required, shall be removed from the street by Contractor as soon as excavated.

- N. The material subsequently excavated shall be used to refill the trench where the utility has been built, provided it fulfills the requirements for fill materials.
- O. If more material is excavated from any trench, excavation, or pit than can be refilled over the completed work or stored on the street, leaving space for traffic as herein provided, or within the limits of the right-of-way, the excess material shall be spoiled at locations selected and obtained by Contractor.
- P. When the facility is complete, Contractor shall bring back adequate amounts of satisfactory excavated materials as may be required to properly refill the trenches, excavations, or pits.
- Q. If directed by Engineer, Contractor shall refill such trenches, excavations, or pits with special backfill or other suitable materials, and excess excavated materials shall be disposed as spoil.

3.04 STOCKPILE CLEANUP

- A. Remove stockpile, leave area in clean and neat condition. Grade Site surface to prevent free standing surface water.
- B. When borrow area is indicated, leave area in clean and neat condition.
- C. Grade Site surface to prevent free standing surface water.

END OF SECTION

SECTION 31 22 13

SUBGRADE PREPARATION

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes:
 - 1. Cutting, grading, filling, rough contouring, and compacting Site for structures, building pads, features, and roadways.

1.02 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
 - 1. ASTM International (ASTM):
 - a. D1557, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort.
 - b. D5519, Standard Test Methods for Particle Size Analysis of Natural and Man-Made Riprap Materials.
 - c. D6913, Standard Test Methods for Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis.
 - d. D6938, Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods.
 - e. D7928, Standard Test Method for Particle-Size Distribution (Gradation) of Fine-Graded Soils Using the Sedimentation (Hydrometer) Analysis.

1.03 SUBMITTALS

- A. Comply with Section 01 33 00, Submittal Procedures.
- B. Informational submittals:
 - 1. Submit field Proctor curves for each subgrade soil type to be prepared.

1.04 DEFINITIONS

- A. Optimum moisture content: As defined in Section 31 23 23, Fill.
- B. Prepared ground surface: Ground surface after completion of clearing and grubbing, scalping of sod, stripping of topsoil, excavation to grade and scarification and compaction of subgrade.
- C. Relative compaction: As defined in Section 31 23 23, Fill.
- D. Subgrade: Layer of existing soil after completion of clearing, grubbing, scalping of topsoil prior to placement of fill, roadway structures or base for floor slab.

- E. Proof-rolling: Testing of subgrade by compactive effort to identify areas that will not support the future loading without excessive settlement.

1.05 SCHEDULING AND SEQUENCING

- A. Complete applicable work specified in Section 02 40 00, Demolition and Removal prior to subgrade preparation.
- B. Prepare subgrade when unfrozen and free of ice and snow.

1.06 QUALITY ASSURANCE

- A. Notify the Engineer when subgrade is ready for compaction or proof-rolling or whenever compaction or proof-rolling is resumed after a period of extended inactivity.

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

3.01 GENERAL

- A. Verify survey bench mark and intended elevations for Work are as indicated.
- B. Keep subgrade free of water, debris and foreign matter during compaction or proof-rolling.
- C. Bring subgrade to proper grade and cross-section and uniformly compact surface.
- D. Do not use sections of prepared ground as haul roads. Protect prepared subgrade from traffic.
- E. Maintain prepared ground surface in finished condition until next course or lift is placed.

3.02 FIELD PROCTORS

- A. Contractor shall collect representative samples of the subgrade soils to be prepared for improvement and send to an approved soils laboratory for determination maximum consolidation and optimum moisture in accordance with ASTM D1557.
- B. The Contractor shall determine optimum moisture and maximum density for each soil type incorporated into the work and when the same subsoils are sourced from different suppliers.

SUBGRADE PREPARATION

31 22 13-2

9.23

904.057.002

3.03 PREPARATION

- A. Comply with 16 NYCRR 753 and call Dig Safely New York not less than three working days before performing work.
- B. Request underground utilities to be located and marked within and surrounding construction areas.
- C. Identify required lines, levels, contours, and datum.
- D. Protect utilities and/or site features indicated to remain from damage.
- E. Protect plant life, lawns, and other features remaining as portion of final landscaping.
- F. Protect bench marks from excavating equipment and vehicular traffic.

3.04 SUBSOIL EXCAVATION

- A. Excavate subsoil from areas to be further excavated, or regraded.
- B. Do not excavate wet subsoil or excavate and process wet material to obtain optimum moisture content.
- C. When excavating through roots, perform work by hand and cut roots with sharp axe.
- D. Stockpile subsoil in area designated on Site to depth not exceeding 8 feet and protect from erosion.

3.05 FILLING

- A. Fill areas to contours and elevations with unfrozen materials.
- B. Tolerances: Top surface of subgrade shall be filled to +/-0.10 foot from Plan elevation.

3.06 COMPACTION

- A. Under Unpaved Areas:
 - 1. Three passes with three-wheeled power roller weighing approximately 10 tons.
 - 2. Compact upper 6 inches to minimum of 90 percent of the Modified Proctor.
- B. Under Pavement Structure, Floor Slabs on Grades, or Granular Fill Under Structures: Compact the 6-inch to minimum 95 percent of the Modified Proctor.

3.07 MOISTURE CONDITIONING

- A. Acceptable subgrade moisture range shall be between +3% and -2% of Optimum Moisture, as determined by the field Proctor.
- B. Dry subgrade: Add water, then mix to make moisture content uniform throughout.
- C. Wet subgrade: Aerate material by blading, disking, harrowing, or other methods to hasten the drying process.

3.08 FIELD QUALITY CONTROL

- A. Proof-roll subgrade with equipment specified herein to detect soft or loose subgrade or unsuitable material.
- B. Suitability determination:
 - 1. Test soft areas identified through proof-rolling for Optimum Moisture and density, per ASTM D6938.
 - 2. Demonstrate that material meets the definition of General Fill, per Section 31 05 13, Soils for Earthwork.
 - 3. Unsuitable subgrade:
 - a. If moisture is within optimum tolerances established by the field Proctors and the material is still yielding under compactive effort, relative to adjacent subgrade, then the material will be deemed unsuitable.
 - b. Notify the Engineer of unsuitable material prior to over-excavation.
- C. Perform laboratory material tests according to ASTM D1557 and ASTM D422.
- D. Perform in place compaction tests according to following:
 - 1. Density and moisture tests: ASTM D6938.
- E. Minimum frequency of testing: Every 500 square feet of the prepared subgrade.

3.09 CORRECTIVE ACTION

- A. Soft or loose subgrade:
 - 1. Over-excavate the unsuitable material to no deeper than 2 feet.
 - 2. Line over-excavation with soil stabilization fabric, backfill with Granular Fill, and compact to maximum density.
 - 3. Notify Engineer if unsuitable material extends to greater than 2 feet deep.

END OF SECTION

SECTION 31 23 23

FILL

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes:
 - 1. Backfilling Site structures to subgrade elevations.
 - 2. Fill under paving.
 - 3. Fill for over-excavation.
- B. Related Work specified elsewhere:
 - 1. Section 31 05 13, Soils for Earthwork.

1.02 REFERENCE STANDARDS

- A. ASTM International (ASTM):
 - 1. D1557, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. ft).
 - 2. D6938, Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

1.03 SUBMITTALS

- A. Comply with Section 01 33 00, Submittal Procedures.
- B. Material source: Submit name of imported fill materials suppliers.

1.04 DEFINITIONS

- A. Optimum moisture: the moisture content in a cohesive soil that results in a maximum compacted density, in accordance with ASTM D1557.
- B. Relative compaction:
 - 1. The reduction in volume of aggregates and aggregate mixes after vibratory compaction, expressed as a percent volume reduction from a loose, dumped state to a compacted state.
 - 2. Relative compaction is only measured on cohesionless soils.

PART 2 - PRODUCTS

2.01 FILL MATERIALS

- A. General Fill: As specified in Section 31 05 13, Soils for Earthwork.

2.02 ACCESSORIES

- A. Geotextile Fabric: Non-biodegradable, non-woven.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that sub-drainage, dampproofing, or waterproofing installation has been inspected.
- B. Verify underground tanks are anchored to their own foundations to avoid flotation after backfilling.
- C. Verify structural ability of unsupported walls to support loads imposed by fill.

3.02 PREPARATION

- A. Compact subgrade to density requirements for subsequent backfill materials.
- B. Unsuitable Materials:
 - 1. Cut out soft areas of subgrade not capable of compaction in place.
 - 2. Backfill with Granular Fill and compact to density equal to or greater than requirements for subsequent fill material.
- C. Proof roll to identify soft spots; fill and compact to density equal to or greater than requirements for subsequent fill material.

3.03 BACKFILLING

- A. Backfill areas to contours and elevations with unfrozen materials.
- B. Systematically backfill to allow maximum time for natural settlement.
- C. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.
- D. Place material in continuous layers as follows if not specified elsewhere:
 - 1. General Fill: Maximum 8 inches compacted depth.
- E. Compaction:
 - 1. Underneath Structures, Paving, Final Backfill for Trenches, and all Other Areas Not Specifically Identified: Compact to at least 95 percent of its maximum density, as determined by ASTM D1557.
 - 2. Underneath Sidewalks and Grassed Areas: Compact to at least 90 percent of its maximum density, as determined by ASTM D1557.
- F. Employ placement method that does not disturb or damage other work.

- G. Maintain optimum moisture content of backfill materials to attain required compaction density.
- H. Remove surplus backfill materials from Site at no additional cost to Owner.
- I. Leave fill material stockpile areas free of excess fill materials.

3.04 TOLERANCES

- A. Top surface of backfilling under paved areas: Plus or minus 1 inch from required elevations.
- B. Top Surface of general backfilling: Plus or minus 1 inch from required elevations.

3.05 FIELD QUALITY CONTROL

- A. Perform laboratory material tests according to ASTM D1557.
- B. Perform in place compaction tests according to following:
 - 1. Density tests: in accordance with ASTM D6938.
 - 2. Moisture Tests: in accordance with ASTM D6938.
- C. When tests indicate Work does not meet specified requirements, remove Work, replace, and retest.
- D. Frequency of Tests: once per lift.
- E. Proof roll compacted fill surfaces under paving.

3.06 PROTECTION OF FINISHED WORK

- A. Reshape and re-compact fills subjected to vehicular traffic.

END OF SECTION

SECTION 32 91 19.13

TOPSOIL

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Under this Section, the Contractor shall furnish all labor, materials and equipment for Topsoil as shown on the Plans, as specified, and/or directed.

1.02 SUBMITTALS

- A. The Contractor shall provide a pH test and organic content test for the Engineer's review for each source of topsoil to be used.

1.03 QUALITY ASSURANCE

- A. Topsoil will be visually inspected and material that does not comply with the Specification will be rejected.

PART 2 - PRODUCTS

2.01 MATERIAL

- A. Topsoil
 1. Topsoil shall be removed from areas of the site where excavations are to be made or embankments placed. The soil so removed shall be transported and stored in piles at convenient locations designated or approved and shall be kept separate from all other classes of excavated material. Should the Contractor fail to keep separate from other material any soil removed, they shall procure and furnish at their own expense an equivalent quantity of satisfactory topsoil.
 2. The Contractor is required to process the topsoil. The material shall contain no admixture of refuse or any material toxic to plant growth and shall be free from subsoil, stones, clay lumps or similar objects larger than two inches in greatest dimension. Sod and herbaceous growth such as grass and weeds need not be removed, if well distributed throughout the material. Topsoil shall not be delivered or placed in a frozen or muddy condition.

3. Contractor to condition topsoil as necessary. Topsoil shall have an acidity range of pH 5.5 to 7.6 and shall contain 4 to 20% organic matter as determined by loss of ignition of moisture-free samples dried at 100 degrees C.
 - a. Where topsoil pH is below 5.5, lime shall be added at a rate of 2-1/2 lbs. per cubic yard of topsoil until the pH is above 5.5.
 - b. Where topsoil pH is above 7.6, aluminum sulfate shall be added at a rate of 2-1/2 lbs. per cubic yard of topsoil until the pH drops below 7.6.
- B. Soil Amendments
1. Lime: Natural dolomitic limestone containing not less than 85 percent of total carbonates with a minimum of 30 percent magnesium carbonates, ground so that not less than 90 percent passes a 10-mesh sieve and not less than 50 percent passes a 100-mesh sieve.
 2. Aluminum Sulfate: Commercial grade, in dry powder form.

PART 3 - EXECUTION

3.01 PLACEMENT

- A. Topsoil shall include fine grading the surface of the ground upon which topsoil is to be placed and the furnishing and placing of topsoil in the areas to be seeded or planted.
- B. Depth of topsoil shall be minimum 4 inches unless otherwise shown or directed.
- C. After approval by the Engineer of the fine grading of the subgrade, the topsoil shall be spread and compacted with a light roller to the lines, grades and elevations shown on the drawings, or directed by the Engineer, without unsightly variations, ridges or other depressions which will hold water or prohibit future mowing activities. Any surface stones, litter or objectionable material shall be removed from the topsoil and the surface raked to true lines. Any uneven spots shall be leveled. The work shall not be performed during unsuitable weather.
- D. All topsoil shall be uniformly tracked perpendicular to the contours prior to seeding.

END OF SECTION

SECTION 32 92 00

TURF AND GRASSES

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section specifies material and performance requirements for turf and grasses, as shown on the Plans and as otherwise called herein.
- B. This Section includes the following:
 - 1. Site preparation.
 - 2. Imported topsoil.
 - 3. Seeding materials.
 - 4. Soil amendments.
 - 5. Erosion control blankets.

1.02 SUBMITTALS

- A. Comply with Section 01 33 00, Submittals.
- B. Seed:
 - 1. Grass seed:
 - a. Certification of grass seed from seed vendor for the grass-seed mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed.
 - b. Include the year of production and date of packaging.
 - 2. Naturalizing seed mix:
 - a. Certification from seed vendor stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity.
 - b. Include the year of production and date of packaging.
- C. Hydro mulch material certification. Use phosphorus free fertilizer.
- D. Topsoil: Topsoil test results.
- E. Soil amendments:
 - 1. Product certification signed by manufacturers certifying that their products comply with specified requirements.
 - 2. Manufacturer's certified analysis for standard products.
- F. Planting schedule indicating anticipated dates and locations for each type of seeding.

- G. Product data in the form of manufacturer's technical data, specifications, and installation instructions for erosion control blankets and accessories.

1.03 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has completed landscaping work similar in material, design, and extent to that indicated for this Project and with a record of successful grass establishment.
- B. Soil Amendment: Prepare a soil amendment procedure that will adjust all of the topsoil to be used in construction lawns to a pH of 6.5 if the pH testing indicates a pH other than 6.5.
- C. Grass Seed Analysis:
 - 1. Employ at no cost to the Owner a qualified independent testing agency to provide analysis of a sample grass seed taken after delivery to the site.
 - 2. The seed mixture shall be tested for seed species and proportions, purity, and germination percentages as indicated on the Schedules at the end of this Section.
- D. Naturalizing Seed Mix, Steep Slope Seed Mix, and Wet Meadow Seed Mix Analysis:
 - 1. Fresh, clean, dry, new-crop seed complying with the Association of Official Seed Analysts' "Rules for Testing Seeds" for purity and germination tolerances.
 - 2. The seed mixture shall be tested for seed species and varieties, proportions by weight as indicated Seed Mixtures Schedule at the end of this Section.
- E. Conform to American Society of Testing and Materials (ASTM), Standard Specifications and Methods of Testing.
- F. Erosion Control Blankets: Product data.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Packaged Materials:
 - 1. Deliver packaged materials in containers showing weight, analysis, and name of manufacturer.
 - 2. Protect materials from deterioration during delivery and while stored at site.
- B. Seed: Deliver seed in original sealed, labeled, and undamaged containers.
- C. Topsoil: Do not deliver to the site, stockpile or spread muddy or frozen topsoil.

1.05 COORDINATION AND SCHEDULING

- A. Seeding Time: Sow grass seed between March 15th and May 15th or between August 15th and September 30th, except as otherwise accepted by the Engineer.
- B. Weather limitations:
 - 1. Proceed with planting only when existing and forecast weather conditions are suitable for work.
 - 2. When drought, excessive moisture or other unsatisfactory conditions prevail, the work shall be stopped. When special conditions warrant a variance to the turf operations, proposed times shall be submitted to the Engineer for approval prior to implementation.
 - 3. Do not place topsoil on subgrade that is frozen, excessively wet, extremely dry or otherwise detrimental to seeding, planting or proper grading.

PART 2 - PRODUCTS

2.01 SEED

- A. Seed: Fresh, clean, dry, new-crop seed complying with the Association of Official Seed Analysts' "Rules for Testing Seeds" for purity and germination tolerances.
 - 1. Seed Mixes:
 - a. Provide seed of species and varieties, proportions by weight, and minimum percentages of purity, and germination as indicated on Schedules at the end of this Section.
 - b. The maximum percentage of weed seed shall not exceed 0.1% by weight.

2.02 TOPSOIL

- A. Topsoil: ASTM D5268, pH range of 5.5 to 7.5, organic content between 5% and 10%, free of stones 1 inch or larger in any dimension, roots, plants, sods, clay lumps and other extraneous materials harmful to plant growth.

2.03 SOIL AMENDMENTS

- A. Lime:
 - 1. ASTM C602, Class T, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent, with a minimum 99 percent passing a No. 8 sieve and a minimum 75 percent passing a No. 60 sieve.
 - 2. Provide lime in the form of dolomitic limestone.
- B. Water: Potable.

2.04 FERTILIZER

- A. Commercial Fertilizer: Commercial-grade fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea-form and potassium in the following composition:
 - 1. Composition: 3 percent nitrogen, 1 percent phosphorous, and 2 percent potassium, by weight (3N-1P-2K) in amounts to achieve rate of 2-4 lb of nitrogen per 1000 sq. ft./year.
 - 2. Composition based on soil reports: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency to achieve rate of 2-4 lb of nitrogen per 1000 sq. ft./year.
 - 3. Use of fertilizers with more than 0% content of phosphorus is not allowed.

2.05 MULCHES

- A. Organic Mulch: Organic mulch, free from deleterious materials, consisting of one of the following:
 - 1. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.
 - 2. Fiber Mulch: Biodegradable dyed-wood cellulose-fiber mulch, nontoxic, free of plant growth- or germination-inhibitors, with maximum moisture content of 15% and a pH range of 4.5 to 6.5.
- B. Asphalt Emulsion Tackifier: Asphalt emulsion, ASTM D977, Grade SS-1, nontoxic and free of plant growth- or germination-inhibitors.
- C. Nonasphaltic Tackifier: Colloidal tackifier recommended by fiber-mulch manufacturer for slurry application, nontoxic and free of plant growth- or germination-inhibitors.

2.06 EROSION CONTROL BLANKETS

- A. Blankets: Biodegradable twisted jute or coir-spun mesh, 0.92 lb per sq. yd minimum, with 50 to 65 percent of open area. Include manufacturer's recommended wire staples.
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. North American Green.
 - 2. East Coast Erosion Blankets.
 - 3. Propex Geosynthetics, BP Amoco Group.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine areas to receive grass seed for compliance with requirements and for conditions affecting performance of work of this Section. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
- B. Protect adjacent and adjoining areas from hydroseed overspraying.
- C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.03 LAWN PLANTING PREPARATION

- A. Limit subsoil preparation to areas that will be planted in the immediate future.
- B. Loosen subsoil to a minimum depth of 2 inches. Remove stones larger than 1-1/2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter.
- C. In areas of crushed stone backfill, excavate crushed stone to allow for spreading of topsoil. Provide topsoil layer of 12 inches minimum
- D. Spread topsoil to minimum depth of 6 inches and as required to meet thickness, grades, and elevations shown, after light rolling and natural settlement. Do not spread if topsoil or subgrade is frozen.
- E. Place approximately 1/2 the thickness of topsoil required. Work into top of loosened subgrade to create a transition layer and then place remainder of topsoil.
- F. Preparation of Unchanged Grades: Where lawns are to be planted in areas unaltered or undisturbed by excavating, grading, or surface soil stripping operations, prepare soil as follows:
 - 1. Remove and dispose of existing grass, vegetation, and turf. Do not turn over into soil being prepared for lawns.
 - 2. Till surface soil to a depth of at least 6 inches. Apply required soil amendments and initial fertilizers and mix thoroughly into top 4 inches of soil. Trim high areas and fill in depressions. Till soil to a homogenous mixture of fine texture.
 - 3. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.

4. Remove waste material, including grass, vegetation, and turf, and legally dispose of it off the Owner's property.
- G. Grade lawn areas to a smooth, even surface with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future. Remove trash, debris, stones larger than 1-1/2 inches in any dimension, and other objects that may interfere with planting or maintenance operations.
- H. Moisten prepared lawn areas before planting when soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- I. Restore prepared areas if eroded or otherwise disturbed after fine grading and before planting.

3.04 EROSION CONTROL BLANKETS

- A. Install erosion control blankets on slopes with gradient 3:1 or steeper.
- B. For permanent installation prepare soil before installing blankets, including any necessary application of lime, fertilizer, and seed.
- C. Spread erosion control blankets over prepared soil starting from the top of slope. Anchor each blanket in 6 inches deep and 6 inches wide trench, with 12 inches of blanket extended beyond trench up-slope to be folded over the filled trench. Anchor blanket in trench with a row of stakes spaced 12 inches apart. Backfill trench and compact fill material. Apply seed to compacted soil. Fold blanket over compacted soil and secure it with a row of stakes spaced 12 inches apart.
- D. Roll blankets down or horizontally across the slope. Fasten blankets to soil surface by placing stakes at locations indicated or recommended by manufacturer. Overlap parallel blankets 2 inches to 5 inches as recommended by manufacturer. Overlap consecutive blankets spliced down the slope 3 inches "shingle style", end over end. Stake through overlapped areas 12 inches apart across entire blanket width.

3.05 SEEDING NEW LAWNS

- A. Sow seed with a spreader or a seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in 2 directions at right angles to each other.
- B. Do not use wet seed or seed that is moldy or otherwise damaged in transit or storage.

- C. Sow seed at the following rates:
 - 1. Lawn Seed Mix Seeding Rate: 5 lb per 1000 sq. ft.
 - 2. Naturalizing Seed Mix Seeding Rate: 1/2 lb per 1,000 sq. ft. or 20 lb per acre.
 - 3. Steep Slope Seed Mix Seeding Rate: 1 lb per 1,000 sq. ft. or 60 lb per acre.
 - 4. Wet Meadow Seed Mix Seeding Rate: 1/2 lb per 1,000 sq. ft. or 20 lb per acre.
- D. Rake seed lightly into top 1/8 inch of topsoil, roll lightly, and water with fine spray.
- E. Protect seeded slopes exceeding 5:1 against erosion with erosion-control blankets, as specified in this section.
- F. Protect seeded areas with slopes less than 1:6 against erosion by spreading straw mulch after completion of seeding operations. Spread uniformly at a minimum rate of 2 tons per acre to form a continuous blanket 1-1/2 inches loose depth over seeded areas. Spread by hand, blower, or other suitable equipment.
- G. Anchor straw mulch by spraying with asphalt-emulsion tackifier at the rate of 10 to 13 gal. per 1,000 sq. ft. Take precautions to prevent damage or staining of structures or other plantings adjacent to mulched areas. Immediately clean damaged or stained areas.

3.06 HYDROSEEDING NEW LAWNS (CONTRACTOR'S OPTION)

- A. Hydroseeding:
 - 1. Mix specified seed, fertilizer, and fiber mulch in water, using equipment specifically designed for hydroseed application.
 - 2. Continue mixing until uniformly blended into homogenous slurry suitable for hydraulic application.
 - 3. Mix slurry with nonasphaltic tackifier.
 - 4. Apply slurry uniformly to all areas to be seeded in a 1-step process.
 - 5. Apply mulch at the minimum rate of 1,500 lb per acre dry weight but not less than the rate required to obtain specified seed-sowing rate.

3.07 RECONDITIONING LAWNS

- A. Recondition existing lawn areas damaged by Contractor's operations, including storage of materials or equipment and movement of vehicles. Also recondition lawn areas where settlement or washouts occur or where minor regrading is required.
- B. Remove sod and vegetation from diseased or unsatisfactory lawn areas; do not bury into soil. Remove topsoil containing foreign materials resulting from Contractor's operations, including oil drippings, fuel spills, stone, gravel, and other construction materials, and replace with new topsoil.

- C. Where substantial lawn remains, mow, de-thatch, core aerate, and rake. Remove weeds before seeding. Do not use herbicides.
- D. Remove waste and foreign materials, including weeds, soil cores, grass, vegetation, and turf, and legally dispose of it off the Owner's property.
- E. Till stripped, bare, and compacted areas thoroughly to a depth of 6 inches.
- F. Apply required soil amendments and initial fertilizers and mix thoroughly into top 4 inches of soil. Provide new planting soil as required to fill low spots and meet new finish grades.
- G. Apply seed and protect with straw mulch as required for new lawns.
- H. Water newly planted areas and keep moist until new grass is established.

3.08 SATISFACTORY LAWN

- A. Seeded lawns will be satisfactory provided requirements, including maintenance, have been met and a healthy, uniform, close stand of grass is established, free of weeds, bare spots exceeding 5 by 5 inches, and surface irregularities.
- B. Replant lawns that do not meet requirements and continue maintenance until lawns are satisfactory.
- C. Weed control in seed mix areas: spot spray with approved herbicides or hand pull. When there is a heavy infestation, trim plantings to a height of 8 inches. Do not trim later than mid-September.

3.09 MAINTENANCE

- A. Begin maintenance of lawns immediately after each area is planted and continue until acceptable lawn is established, but for not less than the following periods:
 - 1. Seeded Lawns: 60 days after date of Substantial Completion.
 - 2. When full maintenance period has not elapsed before end of planting season, or if lawn is not fully established at that time, continue maintenance during next planting season.
- B. Maintain and establish lawns by watering, fertilizing, weeding, mowing, trimming, replanting, and other operations. Roll, regrade, and replant bare or eroded areas and re-mulch to produce a uniformly smooth lawn.
 - 1. Replant bare areas with same materials specified for lawns.
 - 2. Add new mulch in areas where mulch has been disturbed by wind or maintenance operations sufficiently to nullify its purpose. Anchor as required to prevent displacement.

- C. Watering: Provide and maintain temporary piping, hoses, and lawn-watering equipment to convey water from sources and to keep lawns uniformly moist to a depth of 4 inches.
 - 1. Lay out temporary lawn-watering system and arrange watering schedule to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly seeded areas.
 - 2. Water lawn at the minimum rate of 1 inch per week.
- D. Mowing:
 - 1. Mow lawns as soon as there is enough top growth to cut with mower set at specified height for principal species planted.
 - 2. Repeat mowing as required to maintain specified height without cutting more than 40 percent of the grass height.
 - 3. Remove no more than 40 percent of grass-leaf growth in initial or subsequent mowings.
 - 4. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet.
 - 5. Schedule initial and subsequent mowings to maintain following grass height:
 - a. Mow grass from 2-1/2 to 3 inches high.
 - b. Mow seed mixes after plantings reach height of 18 inches.
 - c. Use a mower or string trimmer to trim plants to a height of 8 inches.
 - d. Do not mow later than mid-September.
 - 6. After seed mix areas are established, mow once per year in early spring.
- E. Postfertilization: Apply fertilizer to lawn after first mowing and when grass is dry.
 - 1. Use fertilizer that will provide actual nitrogen of at least 1 lb per 1000 sq. ft. of lawn area.

3.10 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by lawn work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto surface of roads, walks, or other paved areas.
- B. Erect barricades and warning signs as required to protect newly planted areas from traffic. Maintain barricades throughout maintenance period until lawn is established.

3.11 TOPSOIL AMENDMENTS SCHEDULE

- A. Lawns: Provide topsoil amendments in not less than the following quantities:
 - 1. Weight of lime per 1000 sq. ft.: 50 lb.
 - 2. Weight of commercial fertilizer per 1000 sq. ft.: 20 lb

3.12 SEED MIXTURES SCHEDULE

- A. Grass Seed Mix A: Provide low maintenance “No Mow” certified grass-seed blend or mix of four types of low growing fescues, proportioned by weight, as follows:

Proportion	Name	Min. Pct. Germ.	Min. Pct. Germ.
40 %	Creeping Red Fescue (Festuca rubra)	80	95
30 %	Hard Fescue (Festuca ovina)	85	98
25%	Red Fescue chewings type (Festuca rubra var commutata)	85	98
5 %	Perennial Ryegrass (Lolium perenne)	90	98

- B. Grass Seed Mix B: Provide certified grass-seed blend or mix, proportioned by weight, as follows:

Proportion	Name	Min. Pct. Germ.	Min. Pct. Pure Seed
60 %	Kentucky Bluegrass (Poa pratensis) varieties: North Star, Jefferson, Midnight, Rugby II, NuGlade (in equal parts)	80	95
10 %	Red Creeping Fescue (Festuca rubra spp rubra) varieties: Jasper II, Salsa, Shademaster (in equal parts)	85	98
10 %	Chewings Fescue (Festuca rubra spp commutata) varieties: Longfellow II, Intrigue, Ambassador, Shadow II (in equal parts)	85	98
10 %	Hard Fescue (Festuca ovina) varieties: Rescue II, Stonehedge, Oxford (in equal parts)	85	98
10 %	Perennial Ryegrass (Lolium perenne) varieties: Ascend, Wizard, Panther, Brightstar II	90	98

- C. Naturalizing Seed Mix: Provide certified seed mix, ERNMX-153, as provided by Ernst Conservation Seeds, LLP, or approved equivalent.
- D. Steep Slope Seed Mix: Provide certified seed mix, ERNMX-181, as provided by Ernst Conservation Seeds, LLP, or approved equivalent.
- E. Wet Meadow Seed Mix: Provide certified seed mix, ERNMX-122, as provided by Ernst Conservation Seeds, LLP, or approved equivalent.

END OF SECTION

SECTION 32 92 19

SEEDING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Under this Section, the Contractor shall furnish all labor, materials and equipment for Seeding as shown on the Plans, as specified, and/or directed.
- B. The Contractor shall seed new areas and disturbed areas where shown on the drawings, specified or directed by the Engineer. Contractor shall prepare the seed bed by scarifying or otherwise loosening topsoil to a depth of 2 inches, applying fertilizer, lime or aluminum sulfate, seed and mulch or rolled erosion control products at the rates specified.
- C. Topsoil shall be applied to the locations identified in the Contract Drawings and prepared as outlined in Section 32 91 19.13.

1.02 SUBMITTALS

- A. The Contractor shall submit to the Engineer for approval the method of seeding and the information outlined in Article 2.01.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Fertilizer:
 - 1. Commercial starter fertilizer (30-0-4) shall contain not less than thirty percent nitrogen, zero percent available phosphoric acid and four percent water soluble potash. The fertilizer shall be inorganic or a combination of inorganic and organic substances.
 - 2. If, as an alternative, the Contractor wishes to substitute another starter fertilizer, he may do so with the approval of the Engineer.
 - 3. Commercial fertilizer shall be delivered in original bags of the manufacturer, showing weight, analysis and the name of the manufacturer.
 - 4. If the commercial fertilizer is not used immediately after delivery, the Contractor shall store it in such a manner that its effectiveness will not be impaired.

B. Seed:

1. Grass seed shall be a mixture of the species and/or varieties specified, mixed in the proportions specified.
2. The seed shall be fresh, recleaned and of the latest crop year. It shall conform to Federal and State Standards. Each type of grass in the mixture shall meet or exceed the minimum percentage purity and germination listed for that type of grass.
3. The following seed mixture shall be used for ditches, slopes and all areas disturbed by construction.

<u>Percentage by Weight</u>	<u>Species or Variety</u>	<u>Percent Germination</u>
30	Kentucky 31 Tall Fescue	90%
30	Perennial Ryegrass	90%
20	New Zealand White Clover	90%
20	Creeping Red Fescue	90%

4. The balance of material in an acceptable seed mixture, other than specified pure live seed shall, for the most part consist of nonviable seed, chaff, hulls, live seeds of crop plants and harmless inert matter. The percentage of weed shall not exceed one percent by weight for the mixture.
5. All seed mixtures furnished under this Item shall be mixed by the vendor and shall be delivered in standard sized bags of the vendor, showing the weight, analysis and vendor's name.
6. All seed shall be properly stored by the Contractor at the site of the work and any seed damaged during storage shall be replaced.

C. Mulch:

1. Straw or hay mulch shall consist of oats, wheat, rye or other approved crops which are free of noxious weeds. Weight shall be calculated on the basis of the straw having not more than 15% of moisture content.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Time For Seeding

1. Grass seed shall be sown from March 15th to June 1st or from August 15th to October 1st, unless otherwise approved by the Engineer. All seeding shall be done in a dry or moderately dry soil and at times when the wind does not exceed a velocity of five miles per hour. The Contractor is required to water seeded areas as necessary to provide favorable growing conditions as necessary.

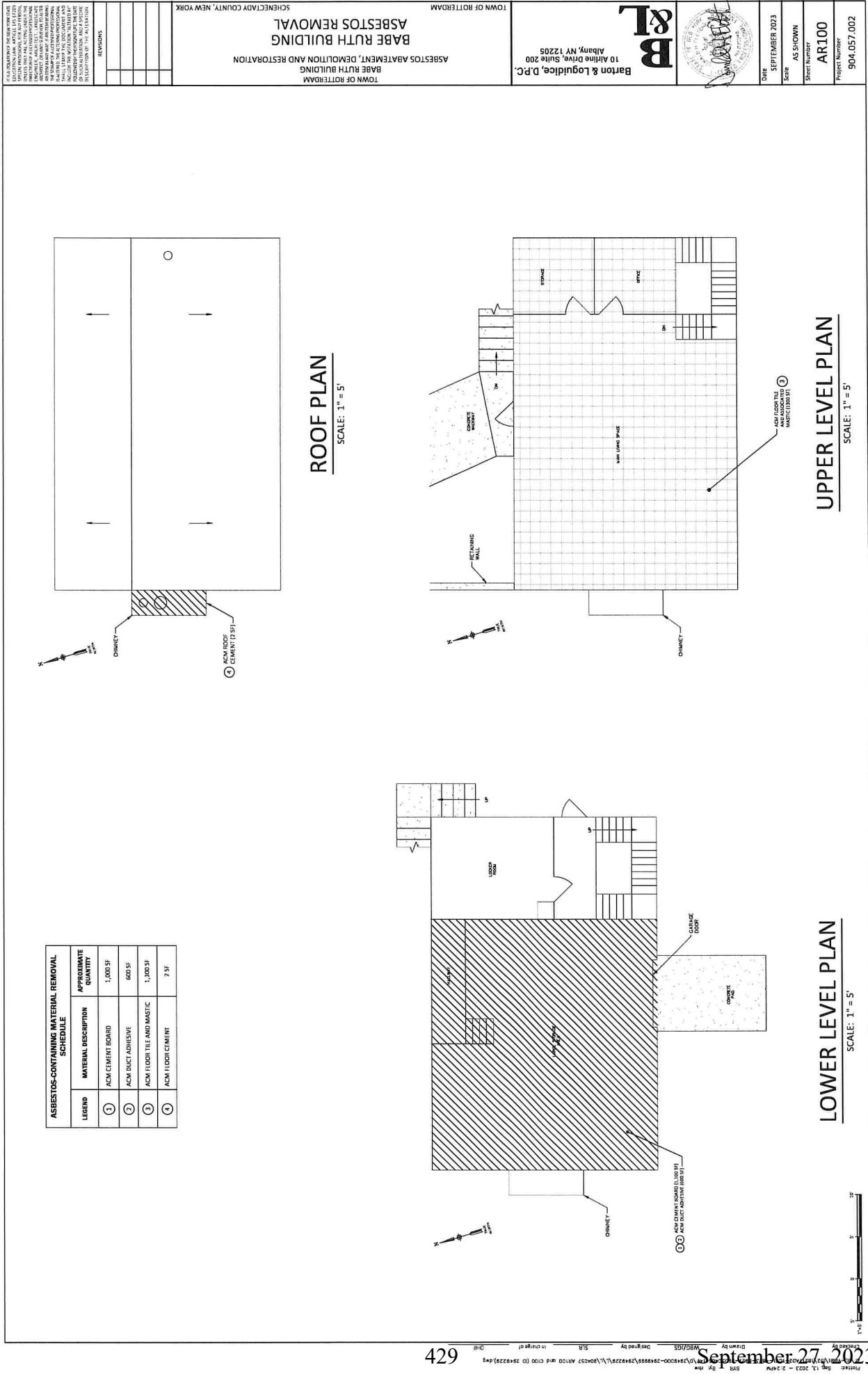
- B. Preparation of Seed Bed
1. After the finished grading is completed and just before seeding, the areas to be seeded shall be loosened to a depth of two inches and free from depressions which will hold water. All sticks, stones, clods, roots or other objectionable material which might interfere with the formation of a fine seed bed shall be removed from the soil.
 2. Commercial fertilizer shall be evenly applied at the rate of 300 pounds per acre.
- C. Seeding
1. Grass seed mixture shall be sown at the rate of 200 pounds per acre.
 2. The seed shall be sown by hand or by an approved machine, in such a manner that a uniform stand will result.
 3. After sowing, seeded areas shall be rolled with a light lawn roller weighing not more than one hundred pounds per foot of width.
- D. Mulching
1. Within three days after the seed is sown, the seeded areas shall be covered with a uniform blanket of straw mulch at the rate of 1,000 pounds per acre of seeded area or as required to provide 90% coverage (i.e., lightly cover 90% of the surface).
- E. Hydroseeding
1. The Contractor may substitute a hydroseeding process for hand seeding and mulching as specified above.
 2. Where hydroseeding is used, the Contractor shall mix water, seed fertilizer, mulch and mulch anchorage at the following rates and apply to the prepared seed bed by means of a hand-held hose. No truck mounted spraying equipment shall be driven over the areas to be seeded. Discharge shall be in an uphill direction only unless otherwise approved by the Engineer.
 - a. Fertilizer - 300 lbs. per acre
 - b. Seed - 250 lbs. per acre
 - c. Mulch - Sufficient to equal 90% straw mulch coverage
 - d. Mulch Anchorage - Per Manufacturer's instructions

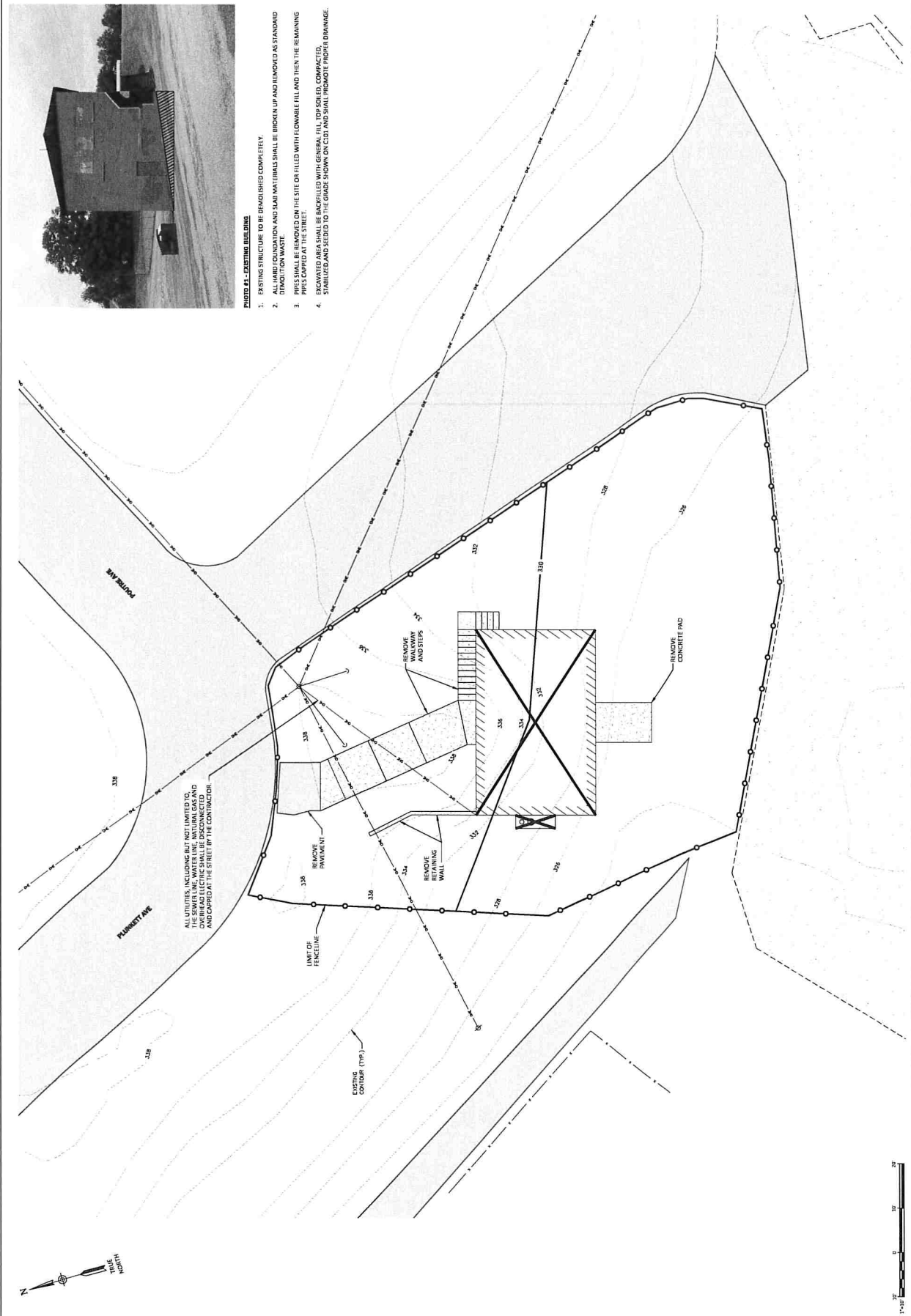
Chemical	750 lbs. wood fiber/acre
Wood Cellulose	
 3. Where the mulch anchorage is provided ready mixed with the mulch, no additional mulch anchorage will be required.
 4. Mulch shall be a commercial cellulose hydromulch such as "Conwed 2000", "Turf Fiber", or equal. Soil seal or mulch anchorage used shall be approved by the Engineer. An asphalt emulsion shall not be used as mulch anchorage.

F. Maintenance and Protection

1. The Contractor shall maintain and protect all seeded areas until final acceptance of the Seeding portion of the Contract.
2. Final acceptance will not be made until an acceptable uniform stand of grass is obtained in all newly seeded areas except that the Engineer at his discretion may accept a portion or portions of the work at various times.
3. Upon final acceptance of a seeded area by the Engineer, the Owner will assume responsibility for maintenance and protection of that area.
4. Any portions of seeded areas which are unacceptable, and which fail to show a uniform stand of grass from any cause, shall be reseeded as before except the fertilizer shall be applied at one-half the original rate. The seeding shall be repeated until the seeded areas are satisfactorily covered with grass.

END OF SECTION





RESOLUTION NO. 295.23

TO AMEND RESOLUTION 296.21 RELATING TO THE USE OF ARPA FUNDS

WHEREAS, by Resolution No. 261.23 adopted on August 9, 2023, the Town Board voted in favor of amending Section 1 of Resolution 296.21 to read in its entirety as follows:

"SECTION 1. The Town Board of the Town of Rotterdam, upon recommendation from the Director of Finance, does hereby accept the American Rescue Plan Act (ARPA) funds (into line A 4989 4989 00 (Fed Aid)) for use in support of 2021 expenses outside the initial budget with expenditures designated toward the purchase of 210 Phillips Road (\$260,000.00) and 212 Phillips Road (\$215,000.00) for the future use as Town parkland (total of \$475,000.00 paid from line A7110 4153 (Parks Improvements), and to fund the improvements to Sewer District 7 Extension 2 (\$415,000.00 paid from Capital Project - H131 (Carmen Rd Sewer SD7 Ext 2), and to fund the leak detection work, valve/hydrant(s) assessment, lead service/pipe inventory, redundant source evaluation, and consolidation review for Water Districts 3 and 4 paid from line W38310 4850 (Water District 3, Engineering Consultant), and to fund the replacement of the asbestos concrete water main on Rt. 5S, paid from the fund line H132 Route 5S Safety Improvements (\$1,200,000.00).

And;

WHEREAS, the Town Board of the Town of Rotterdam desires to authorize designation of \$59,954.15 of funds received pursuant to the American Rescue Plan Act (ARPA) to purchase one 2022 Ford F-250 Pickup Truck for the Wastewater Treatment Plant; and

WHEREAS, the Town is in the process of redistributing used vehicles in the vehicle fleet to other departments and this will be the first step in the process of establishing a town-wide vehicle replacement program; **NOW**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 296.21 is hereby amended to read in its entirety as follows:

"SECTION 1. The Town Board of the Town of Rotterdam, upon recommendation from the Director of Finance, does

hereby accept the American Rescue Plan Act (ARPA) funds (into line A 4989 4989 00 (Fed Aid)) for use in support of 2021 expenses outside the initial budget with expenditures designated toward the purchase of 210 Phillips Road (\$260,000.00) and 212 Phillips Road (\$215,000.00) for the future use as Town parkland (total of \$475,000.00 paid from line A7110 4153 (Parks Improvements), and to fund the improvements to Sewer District 7 Extension 2 (\$415,000.00 paid from Capital Project - H131 (Carmen Rd Sewer SD7 Ext 2), and to fund the leak detection work, valve/hydrant(s) assessment, lead service/pipe inventory, redundant source evaluation, and consolidation review for Water Districts 3 and 4 paid from line W38310 4850 (Water District 3, Engineering Consultant), and to fund the replacement of the asbestos concrete water main on Rt. 5S, paid from the fund line H132 Route 5S Safety Improvements (\$1,200,000.00), and to fund the purchase of one Ford F-250 Pickup Truck for the Wastewater Treatment Plant (\$59,954.15) paid from lines S28130 2000(\$44,965.61) and S28120 2000(\$14,988.54).

SECTION 2. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for 2023 are hereby audited and approved:

Fund	Account No.	Title	Amount
General	A 909	FROM: Fund Balance	-\$59,954.15
S2	S28130 2000	INTO: S2 Equipment	+\$44,965.61
S2	S28120 2000	INTO: S2 Equipment	+\$14,988.54

SECTION 3. This resolution shall become effective September 27, 2023.

DATED: September 27, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
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: September 20, 2023

TO: Supervisor's Office

FROM: Comptroller's Office

TITLE OF REQUEST: Authorize designation of ARPA funds to purchase Ford F-250 for
Wastewater Treatment Plant

TOWN BOARD MEETING: September 27, 2023

Background Information: The Comptroller's office is requesting the authorization to designate \$59,954.19 in ARPA funds for the purchase of a Ford F-250 pickup truck to replace existing inventory within the vehicle fleet.

Evaluation/Analysis: With procurement of new vehicles, we are in the process of establishing a town-wide vehicle replacement program and passing used vehicles along that still have useful life.

Recommendation(s): Authorize the designation of \$59,954.10 in ARPA funds to purchase Ford F-250 – includes all necessary specifications to meet departmental needs.

Attachment/Document(s): Budget transfer request

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office
435

September 27, 2023

Budget Transfer

<u>Fund</u>	<u>Account No.</u>	<u>Title</u>	<u>Amount</u>
General	A909	FROM: A FUND BALANCE	-\$59,954.15
S2	S28130 2000	INTO: S2 EQUIPMENT	+\$44,965.61
S2	S28120 2000	INTO: S2 EQUIPMENT	+\$14,988.54

RESOLUTION NO. 296.23

**TO AUTHORIZE THE PURCHASE OF ONE PICKUP TRUCK FOR THE
WASTEWATER TREATMENT PLANT**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the purchase of one 2022 Ford F250 pickup truck for the Wastewater Treatment Plant, from Metro Ford Sales Inc., located at 3601 State St, Schenectady, NY 12304, with compliance under NYS contract, in the amount not to exceed fifty-nine thousand nine hundred fifty-four and 15/100 (\$59,954.15) dollars.

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

DATED: September 27, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
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: September 20, 2023

TO: Supervisor's Office

FROM: Comptroller's Office

TITLE OF REQUEST: Purchase 2022 Ford F-250 for the Water/Sewer Department

TOWN BOARD MEETING: September 27, 2023

Background Information: The Water/Sewer Department is requesting the authorization to purchase a Ford F 250 pickup truck to replace existing inventory within the vehicle fleet.

Evaluation/Analysis: We are in the process of redistributing used vehicles in the vehicle fleet to other departments. This will be the first step in the process of establishing a town-wide vehicle replacement program.

Recommendation(s): Authorize the purchase of Ford F250 – includes all necessary specifications to meet departmental needs.

Attachment/Document(s): Vehicle Specifications Sheet
Bid Request
Bid Response

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

9974(1) 3/4 ton or 1 ton pickup with service body - Town of Rotterdam

Content	Answer
Purchased or Leased	Purchased
Authorized User Entity Name	Town of Rotterdam
Town/Village/City	Schenectady
County	Schenectady
Primary Contact Name	JUSTIN PETERSON
Primary Contact Title	Sr. Water Plant Operator
Primary Contact Email	JPETERSON@ROTTERDAMNY.ORG
Primary Contact Phone	5183931131
Mini-Bid Name	(1) 3/4 ton or 1 ton pickup with service body - Town of Rotterdam
Type of Vehicle(s) requested	Any Make or Model that meet the specifications
Type of Vehicle Order	Pre-Existing Inventory, but I will also consider Built to Specifications if: a) there are no responses received for "Pre-Existing" or b) the responses
Method of Award	Lowest price to a single contractor that can provide the total number of vehicles requested.
Anticipated method and timeframe	One-time purchase for the total number of Vehicles requested
Number of Vehicles	1
Vehicle Type	Full-Size Pickup: GVWR is typically above 6,000 pounds
Drive Type	4WD (4x4)
Number of Chassis	1
Fuel Type	Gasoline only
Vehicle Class	Class 2 (6,001 to 10,000 lbs. GVWR)
Cab Type	Other
Other Model Years	yes
Other Cab Type	Regular cab or Extended cab configuration

\$59,954.15

Drive/Axle Type	4x4
Fuel Type	Gasoline Only
Chassis Model Year	2023
Other Chassis Model Year	yes
Chassis Make	Any Make that meets specifications
"Number of Bodies "	1
Body Type	Service/Utility
Body Make	Any Body that meets the specifications
Specific Delivery Date Required	yes
Delivery Date	2023-09-21
Considered Different Delivery Date	yes
One or Multiple Locations	One Location
Delivery Region	Region 3
Delivery County	Schenectady
Delivery Address(es)	49 Rice Rd. Rotterdam, NY12306 Justin Peterson 518-393-1131

14222 *10 DAY RESPONSE REQUEST* (1) 3/4 Ton or 1 Ton Regular or Extended Cab only w/8' Service Body - Town of Rotterdam

Summary

Name: *10 DAY RESPONSE REQUEST* (1) 3/4 Ton or 1 Ton Regular or Extended Cab only w/8' Service Body - Town of Rotterdam

Select type of contract: Supplies

This is a test solicitation: No

Activate lots: No

Reference number: No reference number

Purchase request number: 9974

Short description: This solicitation is a Mini-Bid under the NYS Vehicle Marketplace and must be responded to using this eProcurement Platform.

Attached description file(s):  23166-SPECS-14222-TownofRotterdam.pdf 99 Kb [Download](#) | [Preview](#)

Internal description:
(Only visible to buyers)

Procedure

Procedure: ☐ Sealed with Preselection
☐ Sealed without Preselection
☐ Unsealed
☐ Ongoing selection phase
☐ Qualification System
☒ Price request

Separate opening of vault No
(Selection phase):

Offset time between end of offer No
phase and visibility of offers:

Best and Final Offer Phase (allows No
for adjustment after offer phase):

Quotation method: Single bid

Cancel Solicitation: No

Approval

Ask for approval: No

Other options

Allow multiple offers: Yes (15)
Anonymous buyer contact: No
Show names of suppliers that started to fill out the questionnaire: Yes
Activate Question & Answer module: Yes
Currency: US dollar
Activate solicitation terms & conditions: No
Activate 'Specific data' tab within 'Settings': Yes

CPV-Codes

Solicitation Commodity Codes: **NIGP Codes**
No Commodity Codes added

Publication of this solicitation

Communities
No communities available
Publish Solicitation

Authority	Status	Participation button for suppliers
Negornetrix3	Published	Enabled

Specific data

PO Date:
PO Number:

14222 *10 DAY RESPONSE REQUEST* (1) 3/4 Ton or 1 Ton Regular or Extended Cab only w/8'
Service Body - Town of Rotterdam

METRO FORD SALES INC

Chassis Pricing Sheet

#	Chassis/Body	Model Year	Make	Model	Model Code	NYS Base MSRP (Chassis) / NYS Base Price (Body)	NYS Discount (%)	NYS Base Price	NYS Aftermarket Components Price	NYS Price for Vehicle	Total Number of Vehicles	Total Price for Mini-Bid
1	Chassis	2022	FORD	F-250 S/C	X2B	\$56,255	19.5%	\$45,285.27	\$0	\$45,285.27	1	\$45,285.27
2	Body	2022	KNAPHEIDE	8' UTILITY	8' UTILITY	\$16,575	11.5%	\$14,668.88	\$0	\$14,668.88	1	\$14,668.88
Total												\$59,954.15

Comment:

- Do not enter dollar signs (\$) or percentage signs (%) in the above fields.
- The Total Number of Vehicles entered must match the Number of Vehicles requested in the Mini-Bid.
- The NYS Base Price (Body) is the NYS Price For Vehicle for the Body, excluding the Aftermarket Components Price, and does not require a discount.
- If your vehicle does not have a model year, model, or model code enter "N/A".

lowest Price
Super Cab
5-7 Day delivery

RESOLUTION NO. 297.23

**TO DECLARE LEAD AGENCY FOR SEQR REVIEW FOR THE CHANGE OF ZONE
FROM AGRICULTURAL (A-1) TO GENERAL BUSINESS (B-2) ON TAX PARCEL #57-
3-7.112 AND 57.7-1-1.2 KNOWN AS 900 AND 880 DUANESBURG ROAD**

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 declares the Town Board as Lead Agency under 6NYCRR Part 617 SEQR (State Environmental Quality Review) in connection to the proposed change of zone from Agricultural (A-1) to General Business (B-2), on $\pm$ 17.3 acres, to construct a 102,500 square foot BJ's Wholesale Club with associated 8 island fueling station at 900 Duanesburg Road (Tax Map No. 57-3-7.112), and 2,000 square foot retail building with associated drive thru at 880 Duanesburg Road (Tax Map No. 57.7-1-1.2).

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

SECTION 3. This resolution shall become effective September 27, 2023.

DATED: September 27, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
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: September 20, 2023

TO: Mollie Collins, Town Supervisor

FROM: Peter Comenzo – Senior Planner *PC*

TITLE OF REQUEST: Declare lead agency for Change of Zone from Agricultural (A-1) to General Business (B-2).

TOWN BOARD MEETING: September 27, 2023

Background Information:

Owner: Flying J, Inc.
185 S. State Street, Suite 1300
Salt Lake City, Utah 84111

Applicant: GDPL Ville Rotterdam, LLC
145 Otterkill Road
Mountainville, NY 10953

Change of Zone request on ±17.3 acres from Agricultural (A-1) to General Business (B-2). The applicant would like to construct a 102,500 square foot BJ's Wholesale Club with associated 8 island fueling station at 900 Duanesburg Road (Tax Map No. 57-3-7.112), and 2,000 square foot retail building with associated drive thru at 880 Duanesburg Road (Tax Map No. 57.7-1-1.2).

Evaluation/Analysis: The proposal is a State Environmental Quality Review (SEQR) Type 1 Action and will require environmental review prior to the Town Board making a decision on the request. Call for a public hearing at a later date.

Recommendation(s): Town Board should Declare Lead Agency, conduct a coordinated SEQR review and authorize Town Planner or Zoning Officer to distribute all documents in accordance with SEQR.

Attachment/Document(s): Long Environmental Assessment Form (LEAF).
Planning Board Report and Recommendation #PC28-2023

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): 6NYCRR Part 617
State Environmental Quality Review

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Change of Zone		
Project Location (describe, and attach a general location map): 900 Duanesburg Road and 880 Duanesburg Road		
Brief Description of Proposed Action (include purpose or need): Rezoning of 17.3± acres from A-1 Agricultural to B-2 General Business to construct a retail building, gas station, and drive thru building.		
Name of Applicant/Sponsor: GDP Lville Rotterdam, LLC		Telephone: 845-534-0100
		E-Mail:
Address: 145 Otterkill Road, PO Box 55		
City/PO: Mountainville	State: NY	Zip Code: 10953
Project Contact (if not same as sponsor; give name and title/role): Luigi A. Palleschi, P.E., ABD Engineers & Surveyors, LLP		Telephone: 518-377-0315
		E-Mail: luigi@abdeng.com
Address: 411 Union Street		
City/PO: Schenectady	State: NY	Zip Code: 12306
Property Owner (if not same as sponsor): Flying J, Inc		Telephone:
		E-Mail: JUL 28 2023
Address: 185 S State Street, Suite 1300		
City/PO: Salt Lake City	State: UT	Zip Code: 84111

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, ☒ Yes ☐ No or Village Board of Trustees	Rotterdam Town Board	July 28, 2023
b. City, Town or Village ☒ Yes ☐ No Planning Board or Commission	Rotterdam Planning Commission	July 28, 2023
c. City, Town or ☐ Yes ☒ No Village Zoning Board of Appeals		
d. Other local agencies ☐ Yes ☒ No		
e. County agencies ☒ Yes ☐ No	Schenectady County Planning	TBS
f. Regional agencies ☐ Yes ☒ No		
g. State agencies ☐ Yes ☒ No		
h. Federal agencies ☐ Yes ☒ No		
i. Coastal Resources. i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐ Yes ☒ No ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐ Yes ☒ No iii. Is the project site within a Coastal Erosion Hazard Area? ☐ Yes ☒ No		

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☒ Yes ☐ No • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☒ Yes ☐ No If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☒ Yes ☐ No	
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☒ Yes ☐ No If Yes, identify the plan(s): NYS Heritage Areas: Mohawk Valley Heritage Corridor _____ _____ _____	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐ Yes ☒ No If Yes, identify the plan(s): _____ _____ _____	

C.3. Zoning	
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district?	☒ Yes ☐ No
b. Is the use permitted or allowed by a special or conditional use permit?	☐ Yes ☒ No
c. Is a zoning change requested as part of the proposed action? If Yes,	☒ Yes ☐ No
i. What is the proposed new zoning for the site? <u>Rezone from A-1 Agricultural to B-2 General Business</u>	
C.4. Existing community services.	
a. In what school district is the project site located? <u>Schalmont</u>	
b. What police or other public protection forces serve the project site? <u>NYS Police, Schenectady County Sheriff, Rotterdam Police Department</u>	
c. Which fire protection and emergency medical services serve the project site? <u>District 6</u>	
d. What parks serve the project site? <u>Featherstonhaugh State Forest, Plotter Kill Preserve, DiCaprio Park</u>	

D. Project Details

D.1. Proposed and Potential Development	
a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? <u>Commercial</u>	
b. a. Total acreage of the site of the proposed action?	<u>17.3±</u> acres
b. Total acreage to be physically disturbed?	<u>0</u> acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?	<u>17.3±</u> acres
c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☒ No	
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____	
d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☒ No	
If Yes,	
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____	
ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No	
iii. Number of lots proposed? _____	
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____	
e. Will the proposed action be constructed in multiple phases? ☐ Yes ☒ No	
i. If No, anticipated period of construction: _____ months	
ii. If Yes:	
• Total number of phases anticipated _____ • Anticipated commencement date of phase 1 (including demolition) _____ month _____ year • Anticipated completion date of final phase _____ month _____ year • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____	

f. Does the project include new residential uses? ☐ Yes ☒ No If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? ☒ Yes ☐ No If Yes,	
i. Total number of structures <u>1</u> ii. Dimensions (in feet) of largest proposed structure: <u>28'</u> height; <u>270'</u> width; and <u>390'</u> length iii. Approximate extent of building space to be heated or cooled: <u>104,500±</u> square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐ Yes ☒ No If Yes,	
i. Purpose of the impoundment: _____ ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify: _____ iii. If other than water, identify the type of impounded/contained liquids and their source. _____ iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____	

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☐ Yes ☒ No (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) If Yes:	
i. What is the purpose of the excavation or dredging? _____ ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site? • Volume (specify tons or cubic yards): _____ • Over what duration of time? _____ iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____ _____ _____ iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No If yes, describe. _____ _____ _____ v. What is the total area to be dredged or excavated? _____ acres vi. What is the maximum area to be worked at any one time? _____ acres vii. What would be the maximum depth of excavation or dredging? _____ feet viii. Will the excavation require blasting? ☐ Yes ☐ No ix. Summarize site reclamation goals and plan: _____ _____ _____ _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐ Yes ☒ No If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____ _____ _____	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☐ No

If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☒ Yes ☐ No

If Yes:

i. Total anticipated water usage/demand per day: _____ 10,500± gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☒ Yes ☐ No

If Yes:

- Name of district or service area: Rotterdam
- Does the existing public water supply have capacity to serve the proposal? ☒ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☒ No
- Is expansion of the district needed? ☒ Yes ☐ No
- Do existing lines serve the project site? ☒ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☒ No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☒ No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☒ Yes ☐ No

If Yes:

i. Total anticipated liquid waste generation per day: _____ 9,500± gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

Sanitary wastewater

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☒ No

If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No

• Do existing sewer lines serve the project site? _____ • Will a line extension within an existing district be necessary to serve the project? _____ If Yes: • Describe extensions or capacity expansions proposed to serve this project: _____	☐ Yes ☐ No ☐ Yes ☐ No
iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____	
If Yes: • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____	☐ Yes ☒ No
v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): _____	
vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____	
e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____	
☒ Yes ☐ No	
If Yes:	
i. How much impervious surface will the project create in relation to total size of project parcel?	
_____ Square feet or _____ ^{9±} acres (impervious surface)	
_____ Square feet or _____ 17.3 acres (parcel size)	
ii. Describe types of new point sources. <u>On-site stormwater system</u>	
iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____	
Stormwater will be handled on-site in stormwater management areas.	
• If to surface waters, identify receiving water bodies or wetlands: _____	
• Will stormwater runoff flow to adjacent properties? _____	
☐ Yes ☒ No ☒ Yes ☐ No	
iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____	
f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____	
☐ Yes ☒ No	
If Yes, identify:	
i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)	
ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)	
iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)	
g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____	
☐ Yes ☒ No	
If Yes:	
i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____	
☐ Yes ☐ No	
ii. In addition to emissions as calculated in the application, the project will generate:	
• _____ Tons/year (short tons) of Carbon Dioxide (CO ₂)	
• _____ Tons/year (short tons) of Nitrous Oxide (N ₂ O)	
• _____ Tons/year (short tons) of Perfluorocarbons (PFCs)	
• _____ Tons/year (short tons) of Sulfur Hexafluoride (SF ₆)	
• _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)	
• _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)	

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐ Yes ☒ No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐ Yes ☒ No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐ Yes ☒ No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend
☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐ Yes ☐ No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐ Yes ☐ No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐ Yes ☐ No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐ Yes ☐ No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐ Yes ☒ No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐ Yes ☐ No

l. Hours of operation. Answer all items which apply.

i. During Construction: • Monday - Friday: _____ 7 am - 7 pm • Saturday: _____ 8 am - 3 pm • Sunday: _____ 8 am - 3 pm • Holidays: _____ N/A	ii. During Operations: • Monday - Friday: _____ 8 am - 9 pm • Saturday: _____ 8 am - 9 pm • Sunday: _____ 8 am - 9 pm • Holidays: _____ varies
--	--

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐ Yes ☒ No If yes: i. Provide details including sources, time of day and duration: _____	
ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☐ No Describe: _____	
n. Will the proposed action have outdoor lighting? ☒ Yes ☐ No If yes: i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: Pole and building mounted, LED down type lighting	
ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☒ No Describe: _____	
o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☒ No If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____	
p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☒ Yes ☐ No If Yes: i. Product(s) to be stored Gasoline and diesel ii. Volume(s) _____ per unit time _____ (e.g., month, year) iii. Generally, describe the proposed storage facilities: Underground tanks	
q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☒ No If Yes: i. Describe proposed treatment(s): _____	
ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No	
r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☒ Yes ☐ No If Yes: i. Describe any solid waste(s) to be generated during construction or operation of the facility: • Construction: _____ TBD tons per _____ (unit of time) • Operation : _____ TBD tons per _____ (unit of time) ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste: • Construction: _____ • Operation: _____ iii. Proposed disposal methods/facilities for solid waste generated on-site: • Construction: Construction waste to be managed by licensed hauler. • Operation: Solid waste generated by normal site operations will be handled by licensed hauler.	

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☒ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☒ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☒ Commercial ☒ Residential (suburban) ☐ Rural (non-farm)

☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe: _____

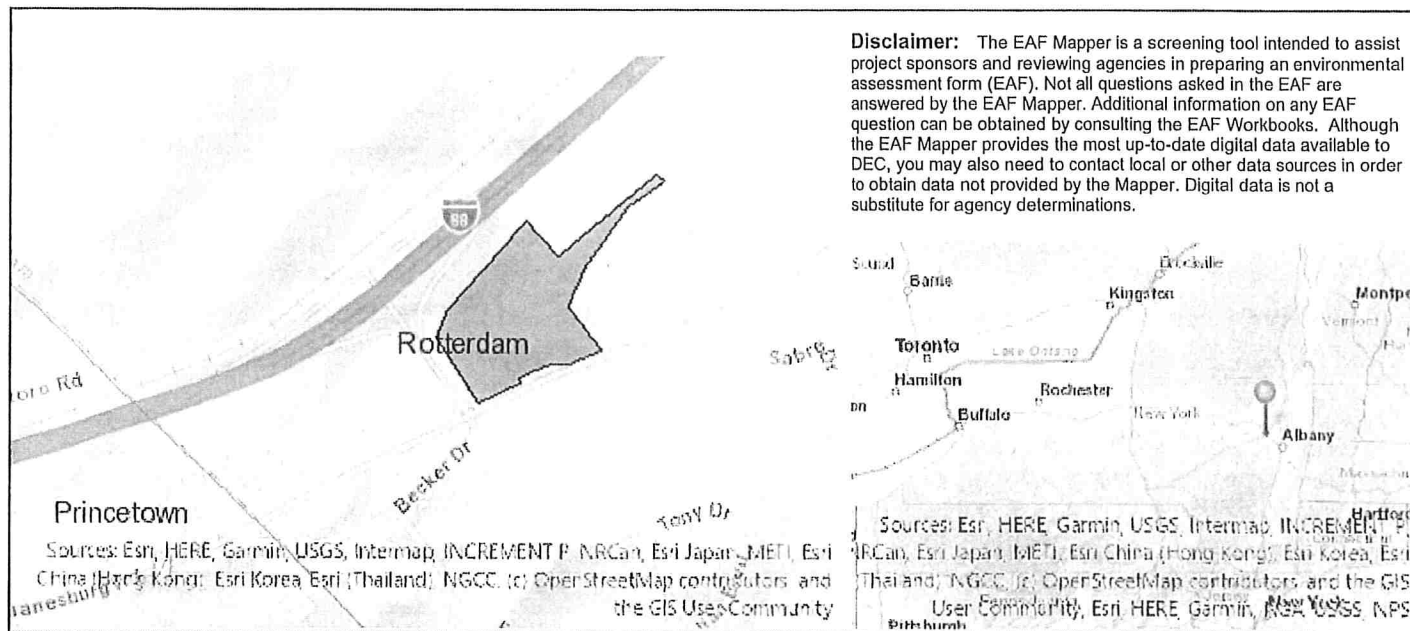
b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0	9±	+9±
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	17.3	8.3±	8.3±
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: _____	0	0	0

c. Is the project site presently used by members of the community for public recreation? i. If Yes: explain: _____	☐ Yes ☒ No
d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? If Yes, i. Identify Facilities: Schalmont schools _____	☒ Yes ☐ No
e. Does the project site contain an existing dam? If Yes: i. Dimensions of the dam and impoundment: • Dam height: _____ feet • Dam length: _____ feet • Surface area: _____ acres • Volume impounded: _____ gallons OR acre-feet ii. Dam's existing hazard classification: _____ iii. Provide date and summarize results of last inspection: _____	☐ Yes ☒ No
f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? If Yes: i. Has the facility been formally closed? • If yes, cite sources/documentation: _____ ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____ iii. Describe any development constraints due to the prior solid waste activities: _____	☐ Yes ☒ No
g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? If Yes: i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____	☐ Yes ☒ No
h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? If Yes: i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes – Spills Incidents database ☐ Yes – Environmental Site Remediation database ☐ Neither database Provide DEC ID number(s): _____ Provide DEC ID number(s): _____ ii. If site has been subject of RCRA corrective activities, describe control measures: _____ iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? If yes, provide DEC ID number(s): _____ iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____	☐ Yes ☒ No

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☒ No													
• If yes, DEC site ID number: _____ • Describe the type of institutional control (e.g., deed restriction or easement): _____ • Describe any use limitations: _____ • Describe any engineering controls: _____ • Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No • Explain: _____													
E.2. Natural Resources On or Near Project Site													
a. What is the average depth to bedrock on the project site? _____ 10+ feet													
b. Are there bedrock outcroppings on the project site? ☐ Yes ☒ No If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %													
c. Predominant soil type(s) present on project site: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Silt loam</td> <td style="width: 40%; text-align: right;">90 %</td> </tr> <tr> <td>Silt Clay</td> <td style="text-align: right;">10 %</td> </tr> <tr> <td>_____</td> <td style="text-align: right;">_____ %</td> </tr> </table>		Silt loam	90 %	Silt Clay	10 %	_____	_____ %						
Silt loam	90 %												
Silt Clay	10 %												
_____	_____ %												
d. What is the average depth to the water table on the project site? Average: _____ 0-10+ feet													
e. Drainage status of project site soils: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">☐ Well Drained:</td> <td style="width: 70%; text-align: right;">_____ % of site</td> </tr> <tr> <td>☒ Moderately Well Drained:</td> <td style="text-align: right;">40 % of site</td> </tr> <tr> <td>☒ Poorly Drained</td> <td style="text-align: right;">60 % of site</td> </tr> </table>		☐ Well Drained:	_____ % of site	☒ Moderately Well Drained:	40 % of site	☒ Poorly Drained	60 % of site						
☐ Well Drained:	_____ % of site												
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f. Approximate proportion of proposed action site with slopes: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">☒ 0-10%:</td> <td style="width: 60%; text-align: right;">90 % of site</td> </tr> <tr> <td>☒ 10-15%:</td> <td style="text-align: right;">10 % of site</td> </tr> <tr> <td>☐ 15% or greater:</td> <td style="text-align: right;">_____ % of site</td> </tr> </table>		☒ 0-10%:	90 % of site	☒ 10-15%:	10 % of site	☐ 15% or greater:	_____ % of site						
☒ 0-10%:	90 % of site												
☒ 10-15%:	10 % of site												
☐ 15% or greater:	_____ % of site												
g. Are there any unique geologic features on the project site? ☐ Yes ☒ No If Yes, describe: _____													
h. Surface water features.													
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐ Yes ☒ No													
ii. Do any wetlands or other waterbodies adjoin the project site? ☐ Yes ☒ No													
If Yes to either <i>i</i> or <i>ii</i> , continue. If No, skip to E.2.i.													
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☐ Yes ☒ No													
iv. For each identified regulated wetland and waterbody on the project site, provide the following information: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">• Streams:</td> <td style="width: 40%;">Name _____</td> <td style="width: 50%;">Classification _____</td> </tr> <tr> <td>• Lakes or Ponds:</td> <td>Name _____</td> <td>Classification _____</td> </tr> <tr> <td>• Wetlands:</td> <td>Name _____</td> <td>Approximate Size _____</td> </tr> <tr> <td>• Wetland No. (if regulated by DEC)</td> <td colspan="2">_____</td> </tr> </table>		• Streams:	Name _____	Classification _____	• Lakes or Ponds:	Name _____	Classification _____	• Wetlands:	Name _____	Approximate Size _____	• Wetland No. (if regulated by DEC)	_____	
• Streams:	Name _____	Classification _____											
• Lakes or Ponds:	Name _____	Classification _____											
• Wetlands:	Name _____	Approximate Size _____											
• Wetland No. (if regulated by DEC)	_____												
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☒ No If yes, name of impaired water body/bodies and basis for listing as impaired: _____													
i. Is the project site in a designated Floodway? ☐ Yes ☒ No													
j. Is the project site in the 100-year Floodplain? ☐ Yes ☒ No													
k. Is the project site in the 500-year Floodplain? ☐ Yes ☒ No													
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☒ Yes ☐ No If Yes:													
i. Name of aquifer: Principal Aquifer _____													

m. Identify the predominant wildlife species that occupy or use the project site: Typical Suburban wildlife _____ _____ _____	
n. Does the project site contain a designated significant natural community? ☐ Yes ☒ No If Yes: i. Describe the habitat/community (composition, function, and basis for designation): _____ ii. Source(s) of description or evaluation: _____ iii. Extent of community/habitat: _____ • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres	
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐ Yes ☒ No If Yes: i. Species and listing (endangered or threatened): _____ _____ _____	
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☒ No If Yes: i. Species and listing: _____ _____ _____	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☒ No If yes, give a brief description of how the proposed action may affect that use: _____ _____	
E.3. Designated Public Resources On or Near Project Site	
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☒ No If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☒ No i. If Yes: acreage(s) on project site? _____ ii. Source(s) of soil rating(s): _____	
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☒ No If Yes: i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____ _____	
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☒ No If Yes: i. CEA name: _____ ii. Basis for designation: _____ iii. Designating agency and date: _____	



B.1.i [Coastal or Waterfront Area]	No
B.1.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas: Mohawk Valley Heritage Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No

E.2.p. [Native Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

DESCRIPTION OF LAND
PROPOSED ZONE CHANGE

BEGINNING at a point in the northerly highway boundary of the Schenectady/Duanesburg state highway at its intersection with the division line between Lands Now or Formerly of Collier as described in Liber 1068 of Deeds at Page 832 on the east and Lands herein described on the west; thence running westerly along said northerly highway boundary of the Schenectady/Duanesburg state highway 716 Feet more or less to a point in the southeasterly highway boundary of Route 7 to Route 7 connector; thence northerly, easterly, southerly and easterly 2,527 Feet more or less to a point in the division line between the Lands Now or Formerly of Avery as described in Liber 1506 of Deeds at Page 256 on the east and the herein described parcel on the west; thence along said division line 113 Feet more or less to a point at the northeasterly corner of Lands Now or Formerly of Mastrianni as described in Liber 608 of Deeds at Page 478; thence westerly and southwesterly 1,022 Feet more or less to a point; thence southerly 349 Feet more or less to a point in the aforementioned northerly highway boundary of the Schenectady/Duanesburg state highway; thence along said northerly highway boundary of the Schenectady/Duanesburg state highway 124 Feet more or less to the point and place of beginning and containing 17.3 acres of land more or less.

RECEIVED

JUL 28 2023

TOWN OF ROTTERDAM
PUBLIC WORKS



Town of Rotterdam
Office of the Planning Commission

Thomas P. Yuille, Chairman
Peter J. Comenzo, Senior Planner

Telephone (518) 355-7575
Facsimile (518) 355-2725

Resolution Number PC28-2023

Moved by Mr. Miglucci seconded by Mr. Collins
Applicant: GDP Lville Rotterdam, LLC

**Resolution Adopting a Report and Recommendation on
the Change of Zone Request by GDP Lville Rotterdam, LLC**

WHEREAS, the Town Board of the Town of Rotterdam ("Town Board") has received an application from GDP Lville Rotterdam, LLC ("Contract Vendee") for a Change of Zone from Agricultural (A-1) to General Business (B-2) on ± 17.30 acres comprising two parcels of land known as 880 and 900 Duanesburg Road (Tax Parcel #57-3-7.112 and 57.7-1-1.2); and

WHEREAS, the Town Board referred the Change of Zone application to the Planning Commission on August 9, 2023 for a report and recommendation thereon; and

WHEREAS, the Applicant, through its representative, Luigi Palleshi with ABD Engineers and Surveyors, presented the Change of Zone application to the Planning Commission at its regularly scheduled meeting held on September 5, 2023; and

WHEREAS, the Planning Commission reviewed the proposed Change of Zone at its regularly scheduled meetings held on September 5, 2023 and September 19, 2023; and

WHEREAS, the Planning Commission has deliberated on the proposed Change of Zone;

NOW, THEREFORE, upon motion of Member Miglucci, seconded by Member Collins,

BE IT RESOLVED, by the Planning Commission of the Town of Rotterdam as follows:

1. The Planning Commission hereby adopts the following as its report on the proposed Change of Zone:

The Change of Zone request concerns a total of ± 17.30 acres consisting of two separate parcels located on the north side of Duanesburg Road immediately east of the entrance ramps to Interstate 88. The properties known as 880 and 900 Duanesburg Road are currently vacant and previously contained a single-family residential structure at 880 Duanesburg Road and a single-family residential home with a barn and associated outbuildings on 900 Duanesburg Road. These structures were demolished approximately 11 years ago. The Applicant seeks the change of zone to facilitate the construction of a new $\pm 102,500$ square foot BJs Wholesale Club with fuel pumps and a proposed $\pm 2,000$ square foot fast food restaurant. In addition to the proposed fueling facility proposed for this site, there are other fuel and convenience type facilities in the immediate vicinity. There is a recently constructed gas station/convenience store, liquor store, and a fast-food establishment (Wendys) located immediately to the west of the I-88 entrance and a truck stop fueling center with fast food (Pilot/Dunkin

Donuts/Subway) also located immediately to the west. There is an existing regional library facility located to the east. And additional properties to the east of these parcels in the vicinity of the site are currently zoned B-2 and contain retail businesses and a wellness center. Lands of the Schalmont Central School District are located to the south are primarily wetlands and the entrance to the school campus is located approximately 1000 feet east of the proposed entrance to the property to be rezoned.

Rezoning the parcel would expand the allowable uses to include, in addition to uses allowed in the B-1 zoning district, the following:

- Establishments for making, assembling or repairing articles, with all such activities and Storage located entirely within an enclosed building;
- Commercial health and recreation establishments;
- Wholesale business and storage conducted entirely within an enclosed building;
- Data processing and computer services;
- Motor vehicle repair shops (special use permit);
- Propane gas filling stations (special use permit);
- Car washes (special use permit);
- Dry-cleaning laundry facilities (special use permit);
- Mass transportation facilities (special use permit);
- Drive-in establishments (special use permit);
- Public utility or communications installations (special use permit);
- Hotels and motels (special use permit);
- Contractor's shops and equipment storage yards (special use permit);
- Veterinary hospitals (special use permit);
- Motor vehicle sales and rental establishments (special use permit);
- Motor vehicle fuel filling stations (special use permit); and
- Convenience stores (special use permit).

There would be a change in the required lot area and lot frontage; the current zoning requires a 1-acre minimum lot area with 150 feet of lot width. The proposed B-2 zoning district would require a minimum lot area of 15,000 square feet, with a minimum lot width of 100 feet.

2. Subject to the considerations set forth below in Paragraph 3, the Planning Commission hereby adopts a **positive recommendation** on the GDP Lville Rotterdam, LLC Change of Zone request for the following reasons: The proposed Change of Zone would permit the construction of the proposed ±102,500 square foot BJs Wholesale Club with fuel pumps and a proposed ±2,000 square foot fast food restaurant. In large part, the surrounding neighborhood is zoned General Business (B-2), and for the most part the area is developed commercially. Permitting a commercial development at this site meets the objectives of the Comprehensive Plan. This property has been identified as a key property for development in the western portion of town given its location immediately adjacent to the interstate entrance/exit. It was identified in the 2001 Comprehensive Plan and in various subsequent planning studies as being a commercial parcel that if designed correctly, could be of a benefit to the community.

The proposed Change of Zone would be consistent with the neighborhood and existing land use development in the area.

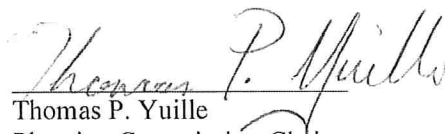
The property has retained its agricultural zoning as this property previously contained a large farmhouse and associated structures. The farm was bisected by the construction on Interstate 88 over fifty years ago. While the property remains zoned Agricultural, it is no longer a suitable zoning for the site as it is surrounded by other Commercial uses and is located at the major intersection of Duanesburg Road (NYS Route 7) and NYS Interstate-88.

3. This recommendation is subject to the following considerations:

- a. The applicant should prepare a traffic study and work in coordination with NYSDOT to address traffic impacts due to the location and high volume of traffic in the area of this highway interchange.
- b. Neither a positive recommendation by the Planning Commission, nor any rezoning action taken by the Town Board, should be construed as an approval or other favorable position concerning any proposed conceptual development plan. Any proposed development shall remain subject to full review by the Planning Commission and, as necessary, by the Zoning Board of Appeals.

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Thomas Yuille	X		
Mark DAlessandro	X		
Wayne Calder			X
Clark Collins	X		
Joseph Miglucci	X		
Lynn Flansburg	X		
Joseph Signore	X		


Peter J. Comenzo
Senior Planner


Thomas P. Yuille
Planning Commission Chairman

Verbatim Planning Commission Minutes of September 19, 2023

GDP Lville Rotterdam, LLC (Contract Vendee) – 880 & 900 Duanesburg Road. Discussion on Report and Recommendation to the Town Board on a Change of Zone on ±17.30 acres from Agricultural (A-1) to General Business (B-2). Applicant is proposing construction of a ±102,500 square foot BJ's Wholesale Club with associated eight (8) island fueling station and a ±2,000 square foot retail building with drive thru. Engineer: ABD Engineers, LLP

Chairman Yuille: Mr. Palleschi, can you give us an update on the project.

Mr. Palleschi: Good evening, Luigi Palleschi with ABD Engineers & Surveyors, here representing GDP Lville. They are here tonight. We were here before the Planning Commission back on September 5th and we presented this project in full detail. We listened to some of your comments in regard to possibly shifting that driveway connection off of Route 7 further east which we are working on the plan, I do have that shown up here, if anyone needs to see it a little closer. We can shift it. We shifted it about 100' further to the east which gets it out of that right turn lane. We are aware, obviously, that we have to work with DOT with that curb cut connection.

Now that school is in session, VHB, as I told you, is the traffic consultant for this project. They, I believe, are out there taking some data and they will producing a traffic study report when we get back, hopefully, to the Town Board.

Other thoughts from the last meeting was the amount of parking. I think we had over 500 parking spaces dedicated for BJ's. After speaking with BJ's, they gave us a comfortable number where they felt with their numbers 4.5 parking spaces per 1,000 square foot of gross so, that takes us just under 500 parking spaces so, what you see up here is less parking spaces. We do not have any banked right now. We are just proposing less parking spaces than what the Town Code requires but you can see what that did was increase the green space along the front and along the intersection right in front of BJ's in itself so, that's sort of helpful and I think this Planning Commission had recommended we look at how many parking spaces do we really need. None of us want to see a sea of asphalt and that also helps with the stormwater.

We are still massaging the in and out of the fueling facility. I know some of the members wanted to make sure that we can get certain fifth wheel vehicles in and out of there which we are working with BJ's fueling facility team as we speak. I know these are a lot of details that we don't really need to get into at this stage. We are simply here tonight to answer any more questions that you might have and hopefully this Planning Commission can grant a positive recommendation back to the Town Board for a change of zone from the agricultural district to B-2.

If there is anything else that I didn't cover from last meeting or if you thought anything more, we would be happy to answer them.

Chairman Yuille: Let me see if the members have anything. Mr. D'Alessandro, any questions?

Mr. D'Alessandro: I think that is a good fit for that area. I like it there. I think it's a bonus because you are going to put less traffic on the road with tractor trailers, getting off the Thruway and I-88, the deliveries will be a lot easier. You're not going through the Town. The only thing that I was looking at is maybe, in the future, I saw like a house there that had some wood, some foliage and everything the blocking the view. I'm just wondering if maybe, eventually, when you do it, I think it was like 848 Duanesburg Road that would maybe put a berm in there with some arborvitaes so they don't have to look at it. That is the only thing I would suggest. Other than that, I like the project.

Mr. Palleschi: It is hard to see on this. This is fairly wooded.

Mr. D'Alessandro: Are you going to leave that?

Mr. Palleschi: Yes. So, the Mohawk Library actually owns this parcel and that is fairly wooded and that will provide the buffer.

Mr. D'Alessandro: So, you are not going to clear cut it, then?

**GDP Lville Rotterdam, LLC (Contract Vendee)
880 & 900 Duanesburg Road**

Mr. Palleschi: That's correct.

Mr. D'Alessandro: Thank you, Mr. Chairman.

Chairman Yuille: Mr. Collins?

Mr. Collins: I think it's a good project and I think it's really good for the residents of the Town. If we lose BJ's down there, it's a good place to shop and you need businesses like this that help curb costs. I think it's a great location and I'm looking forward to having it go there. That is all that I have, Mr. Chairman.

Chairman Yuille: Mrs. Flansburg?

Mrs. Flansburg: Just one question that I think that I had last time and I think it was the other person that was with you though, the size of the current one in relation to...

Mr. Palleschi: The current BJ's store that is on Campbell Avenue is 115,000 square feet so, this will actually be slightly smaller at 102,750 square feet. It is slightly smaller. Every one of them, they are a little bit different in size. They actually have a smaller one but this is not the smallest.

Mrs. Flansburg: I think it's a good project and great area. I was a little hesitant as far as where the original entrance was going to be in relation to the entrance to I-88 and I-90, but I look forward to working with you guys through the rest of the project.

Chairman Yuille: Mr. Signore?

Mr. Signore: No comments. I'm good. I know you said there would be fewer parking spots, but in reality, let's just say you had 400, that would be 400 to 600 people at one time in BJ's. I go there a lot and I've never seen that many people and that parking lot is huge. You are not going to see 500 people in BJ's at any one time.

Mr. Palleschi: I would agree.

Chairman Yuille: Mr. Miglucci?

Mr. Miglucci: The BJ's presently now over by the mall, I believe she said there was approximately 150 employees. Is this going to create any new jobs.

Mr. Palleschi: I think those people will move over to here.

Mr. Miglucci: But will it create any additional jobs, do you know off hand?

Unidentified Male: In retail jobs it will probably be relatively close to a wash. There will be temporary construction jobs that we can get you the exact numbers and this will have something that come out for a lot of retailers in Covid where you order online and then go pick up so that is more of a warehouse type job and they are a little bit better paying jobs than someone who is retail use on the floor, the warehouse is a little bit of a better paying job.

Mr. Miglucci: If it creates one more job, I like it. That is all that I have, Mr. Chairman.

**GDP Lville Rotterdam, LLC (Contract Vendee)
880 & 900 Duaneburg Road**

Chairman Yuille: I agree with the Board Members. It fits the comp plan that was there and it is in line with all of the other commercial properties that are out there. Pilot and the one across the street from Pilot and I don't have a problem with it. It's a good use for the site. If that land was available, it probably should have gone there originally because we went through all kinds of problems trying to justify how they could put gas down there over the Aquifer and it was not allowed. I have no problems with it and I think it would be a good thing. There's going to be traffic but it's not like church when everyone comes out at once, you are going to get cars coming out little by little and cars going in one at a time. It's like Aldi's over here at the five corners. You see a few cars come out and you see a few cars go in. It's not a steady flow of traffic and I agree with Joe what he said about the parking. I don't think you need that number of parking and if you could adjust it so you could get a route into the gas station and get the cars away from where the pedestrians are walking would be probably be a good thing to look at.

Mr. Palleschi: We are working on that as we speak. We are working with the BJ's team as well. You could come in the main entrance, turn quickly left and then get all the way to gas and then they would exit the same way and of course, there would be signage and then right in front of the breezeway, BJ's has a protection zone where it would be striped and signage just for that reason.

Chairman Yuille: Mr. Comenzo, do you have anything to add?

Mr. Comenzo: We had a lengthy discussion at the last meeting looking at this project. I did circulate a draft resolution on Thursday to the Board members and I don't know if everyone looked at that. I did also send out the TDE contract. We are looking to hire Greenman Pedersen as the TDE. They have a few traffic engineers on staff and are familiar traffic design at that firm. I am still waiting to hear back from the developer in terms of getting that agreement signed.

Mr. Palleschi: I will follow up with them.

Mr. Comenzo: We do want to get them on Board before VHB goes out there and actually does set up their parameters of what we are going to want in terms of counts because we don't want to say you forgot and you should have done this and have to send them back out there. That is all I have. I have the draft resolution here.

Chairman Yuille: Ms. Heinel, do you have anything.

Ms. Heinel: Just one question and maybe it was covered in the last meeting and I was unfortunately sick the last meeting so I couldn't be here. What is going to happen with the old BJ's site?

Mr. Palleschi: We don't know. BJ's does not own the property. They lease so when this is built, they will simply move from here to there. The developer GDP is who will own the property here as well so, BJ's will lease it from that entity. So, we are not sure what will happen with the current BJ's site.

Ms. Heinel: Okay, that is all that I have.

Chairman Yuille: Anybody in the audience have a comment or question about the project? I will give you the opportunity to speak even though it is not a public hearing. At this point, I would entertain a motion for a positive recommendation to the Town Board.

Mr. Miglucci: I will make the motion.

Chairman Yuille: Mr. Miglucci made the motion. Do I have a second?

Mr. Collins: I'll second.

GDP Lville Rotterdam, LLC (Contract Vendee)
880 & 900 Duanesburg Road

Chairman Yuille: Mr. Collins seconds the motion. Are there any questions? Please call the vote.

Marlo Carter: Mr. Collins?

Mr. Collins: Yes.

Marlo Carter: Mrs. Flansburg?

Mrs. Flansburg: Yes.

Marlo Carter: Mr. D'Alessandro?

Mr. D'Alessandro: Yes.

Marlo Carter: Mr. Signore?

Mr. Signore: Yes.

Marlo Carter: Mr. Miglucci?

Mr. Miglucci: Yes.

Marlo Carter: Chairman Yuille?

Chairman Yuille: Yes.

Motion carried.

Chairman Yuille: If you could get us some information about the waste treatment. Either give me an address or email or website that I can go to. It caught my interest in that.

Mr. Collins: Is that like a package where they build them offsite and then just drop them in?

Mr. Palleschi: Yes, they are underground manholes and they have aerators in there and blowers. It is a sophisticated system but you only see a couple components sticking out of the ground.

Mr. Collins: Thanks.

- 1. GDP Lville Rotterdam, LLC (Contract Vendee) – 880 & 900 Duanesburg Road. Discussion on Report and Recommendation to the Town Board on a Change of Zone on ±17.30 acres from Agricultural (A-1) to General Business (B-2). Applicant is proposing construction of a ±102,500 square foot BJ's Wholesale Club with associated eight (8) island fueling station and a ±2,000 square foot retail building with drive thru. Engineer: ABD Engineers, LLP**

Mr. Palleschi: Good evening, Luigi Palleschi with ABD Engineers and Surveyors. Also with me tonight is the applicant with GDP and representative of the applicant as well.

We are here tonight to discuss 900 Duanesburg Road as well as 880 Duanesburg Road. I think most of you are familiar with this site. It is right at the intersection of the I-88 on ramp. To the east you have the library, to the southeast you have Schalmont Schools, over to the west you have the Pilot Truck Stop and across from that is the 7-11 Truck Stop. It is a good commercial corridor here for this property and for BJ's. We all know BJ's is currently in the Town of Rotterdam on Campbell Avenue. That site is over an Aquifer and cannot have gas and that has always been BJ's goal is to also provide gas to its members. When this property came up, they were interested not only to stay in Rotterdam and see if this site could work so, when they brought it to us, we prepared a conceptual site plan as you can see. This will allow them to not only to have gas but build a newer, bigger building and be in this area where you still have visibility being that you are at an intersection with commercial corridor that this has become.

880 is another parcel that is under contract. Both of these parcels are owned by Flying J. So, 880 is the smaller parcel and that would be proposed drive-thru fast-food establishment there. That would be coming off of the main drive off of Route 7. So, what we are proposing here is 102,500 square foot building. It will have the tire center, it will have the gas as I mentioned and it will have propane filling, everything you could ever need or want and similar to what is at the Campbell Avenue site. We are proposing a full curb cut off of Route 7 and we have over 500 parking spaces as laid out with landscaped islands and trees. There is municipal water on Route 7, so we would come in with a new water lateral to serve this. Obviously, the building would be fire sprinklered and we would have access around the entire building for Fire Protection and emergency vehicles. There is no public sewers near this site, as we all know, so we do have areas where we are proposing a wastewater treatment facility. So, BJ's has several facilities like this in all parts of the country and in New York of course and last week I was on a call with their engineer who designs these wastewater treatment facilities and they are pretty sophisticated and they are underground for the most part, but they will have a building structure because of how they aerate under the ground and then they need these blower systems and that building will be sort of back in this location here closer to I-88. We can always provide you the details on that. The facility would probably be around 10,000 gallons per day is our proposed use based on the New York State DEC standards for this size facility.

Storm water, so if you know the lay of the land the site does sit up higher on the easterly side of the site and it all rolls to the West towards the ramp. It is our vision to keep the building up high. Our driveway coming in off of Route 7 and the parking as close to the main entrances the building. And then on the low side we are proposing the storm water management system. Knowing the soils out there we are anticipating a bioretention stormwater practice so, I don't know if most of you are familiar with them but that provides additional plantings within the stormwater area which will obviously meet the DEC stormwater regulations. We do have some street trees lining the I-88 ramp as well as Route 7 to try to beautify this site.

Signage we are proposing 2 signs. It is important to have one right at the ramp in the northwest corner of the site. That would be a pylon sign you know to what you have across the way at the other truck stop facilities. Obviously with gas it is important to display the prices and then there is another one right on Route 7 right next to the main entrance and that would be a smaller sign. We can certainly provide those details as we move forward.

In the back is the loading dock for deliveries. Again, Providing ample turning movement for the tractor trailers and emergency vehicles to get all the way around the building. This has plenty of parking spaces and circulation throughout the site. It was brought to my attention with the team that where we had originally picked and proposed the main entrance, it was considered to possibly move that entrance further east as far away from the intersection as possible. So, late last

week I was able to do some sketches and I do think I can move that entrance as far east as possible. We know we have to work with DOT of course, because Route 7 is a state highway.

So, we can propose and show different sketches and work with DOT to get that driveway as far east as possible, however, what it will do is the drive-thru and restaurant would have to flip flop which isn't the end of the world. It does allow us to be more flexible with that tenant space because we really do not know what is going to go there yet but the vision is to have some sort of drive-thru establishment. So, looking at moving, that driveway east opens up a bigger pad for that out parcel as I call it and provide different connectivity between BJ's parking lot and that drive-thru facility.

Chairman Yuille: You would probably have to consolidate those two lots too.

Mr. Palleschi: either a consolidation or a lot line adjustment is what I was thinking. The first goal was can we fit it just on that parcel 880 and we did keeping it nice and narrow but with this consideration I think we can just flip flop and move the lines if that is what we want to do.

We are here tonight as you know we made application to the town board for a change of zone because this parcel is in an agricultural zone and like the other parcels for the truck stops that those were converted from this agricultural zone to a B-2 zone which allows the gas. We made the application to the town board so we are here to discuss this project with the Planning Commission And hope for that positive recommendation back to the town board but not only talking about the site plan stuff here, I think hopefully we all agree that it is very important to state that BJ's would love to stay in Rotterdam and only going from one location to the other for the gas and be part of this community still.

Just to kind of give you everything that I know, as far as traffic goes, we know that is going to be an item here to discuss VHB has been retained to do the traffic study. They have not done it yet because school is out. School starts this week so they are ready to go next week and get all the traffic data that they need with the school buses and we have copies of the traffic report that was done for the 7-11. So, they will be reviewing that and kind of coordinating it all together. It is a busy intersection but a lot of the residents that travel this would be happy that the BJ's is there and a lot of those trips would be pass by trips. Some would be new trips but a lot of pass by as well because of what is there on Route 7 already.

Further to the east there are two properties that area already zoned B-2, I don't know if most of you are familiar with that, but the one building there is the AAC Chiropractor and For the Love of Bacon. So, that property does go all the way back and it is B-2 zone and it does touch this property. So, as far as you know, the zoning in this area as B-2, you can see the trend from Pilot to 7-11 and what was already done on the easterly side of the site.

That is, it for right now and I will turn it over to the Board, if you have any questions, we are here to answer them.

Chairman Yuille: Mrs. Flansburg?

Mrs. Flansburg: For point of reference, do you happen to know the size of the current BJ's to know the difference between the current one.

Ms. Marsh: I'm going to see if I can find it really quick.

Mr. Palleschi: It's very similar. She is going to look up the square footage.

Mrs. Flansburg: Just so it kind of gives us an idea.

Mr. Palleschi: It's not doubling in size.

GDP Lville Rotterdam, LLC (Contract Vendee)
880 & 900 Duanesburg Road

Mrs. Flansburg: Would it be similar to the store that is in Colonie, it seems like it's bigger but maybe it's just laid out differently. 500 parking spaces makes me say wow. Can we talk about banking spots for later? Does BJ's need 500 or is it based on just the way our code is and the size of the building.

Mr. Palleschi: It is per code and I am always in favor of banking these parking spaces.

Mrs. Flansburg: If you need them, they can be made available but that is a whole lot of gray area that may not be necessary.

Mr. Palleschi: We would definitely love to consider that if we can save pavement now and bank them for later, if they ever need them.

Mrs. Flansburg: Especially because you are converting, when we make our recommendation to the town board should it move from agricultural to B-2. Fueling station will there be diesel? Is it just regular people coming through?

Mr. Palleschi: It is my understanding it is only geared through the members. I do think there will be diesel because pick up trucks today are diesel.

Mrs. Flansburg: Will tractor trailers...

Mr. Palleschi: No tractor trailers. We need to get tractor trailers through the site for deliveries and also delivery the fuel but right by the station you will see the underground tanks that are proposed.

Mrs. Flansburg: Also, where the fuel is, it seems odd that it is in the back corner but that is how the one is in Colonie too. You have to get all the way into the site and all the way into the back. If you are banking some spaces having it be less dense with parking where cars are going to be fueling and driving off. That is my two cents worth. I think this is a great project. I'm glad they want to stay in Rotterdam. I think they tried do a fueling station at the top of the hill where the car wash is now years ago and it didn't work out and I'm glad this is a solution that hopefully will.

Chairman Yuille: Mr. Signore?

Mr. Signore: I think it's great. This is the type of development that I like to see. It's big in square footage and less impact on the infrastructure. For instance, an area like that I would rather see something like this then 300 homes in addition to the impact on the school with children. This is ideal when you have a big building that come in with a lot of square footage and pays a lot of taxes.

Chairman Yuille: Mr. Miglucci?

Mr. Miglucci: The trucks coming off of I-88 there, they will not have far to travel and we are not taking delivery trucks through the streets of Rotterdam. How many more employees will be hired for this? It looks like it's going to be a bigger operation.

Ms. Marsh: Tiffany Marsh with GDP Lville. There are 75 part-time employees in the store this size and 75 full-time so it's 150 altogether.

Mr. Miglucci: The BJ's that is here now, you're adding on a gas station and a tire facility so it's going to be more people.

Ms. Marsh: There is tire existing now. So, we are adding the gas station. So, for this size it is 75 and I will confirm the square footage, I'm sorry I can't find it quick enough, but I will confirm the square footage of the current and the employee count on the current store for you tomorrow.

Mr. Miglucci: I'm all set.

Chairman Yuille: Mr. Collins?

Mr. Collins: The only question that I have is on the fueling station is there enough room if someone comes in with a big fifth wheel to get around to get gas. That would be my only concern if they could swing the trailer around to get gas and we don't want them to get there and not be able to get gas and get out.

Mr. Palleschi: We are providing like 50' as your approach coming in and this is all geared up, it's all one-way. So, you would come in and you would exit facing the ramp and then you would move around.

Mr. Collins: There is enough room to make the loop?

Mr. Palleschi: Yes, 50' in the front and it looks like 35' on the back side to make that swing out.

Mr. Collins: That was my concern because I have a big fifth wheel.

Mr. Palleschi: The intent would be to get those fifth wheels through here and then back out.

Mr. Collins: I think it's a great project. I'm excited about it. That was my only concern, Mr. Chairman.

Chairman Yuille: Mr. Calder?

Mr. Calder: I hope it works out. Not only does it give us some more tax base over there but it also adds tax base to the building that is being left vacant down there where the BJ's is now. I think that is a plus for the town. I know that that corridor was really busy for a while because they are trying to enforce to keep the tractor trailers off of Route 7 because they were parking out there for the longest time and I know that they are enforcing it and making them move on so it's getting less and less congested which is good. That will add more but there is always a cost when it comes to getting something changed and something new. I like the project and I hope it works out. I really do. That is all that I have.

Chairman Yuille: Mr. D'Alessandro?

Mr. D'Alessandro: You answered the question about the gas and diesel and the store. Are you going to be selling that store. There is a lot of blight down there with Office Max closed up, Average Joe's going, the rental store next door gone, the mall being dead, that is all we are going to need is another empty store down there. Are you selling that?

Mr. Palleschi: BJ's doesn't own that building. It's owned by, I don't know who owns it, it's not owned by BJ's. They are just leasing that building and that land and that would be the same here when they move here.

Mr. D'Alessandro: That is all that I have.

Chairman Yuille: Are you sure about that Luigi? I thought Iovinella sold building a few years ago.

Mr. Palleschi: You are right, Iovinella sold it, but it is my understanding that they sold it to another company.

Chairman Yuille: Okay because they are not going to own this building either, this is going to be owned by your company, right?

Mr. Palleschi: Correct.

Chairman Yuille: Do you have anything else, Mr. D'Alessandro?

Mr. D'Alessandro: That's all that I have.

Chairman Yuille: That was one of the questions that I had is what they were going to do with the building but another company that has it.

Looking at this site would have been a better location for BJ's from day one, if it was available. At that time, it wasn't available. It's much better location for you and I think you will draw more traffic in off of the Thruway and I-88 and people going out that way. The one down next to the mall is tough and we looked at that for years.

The other question that I had was if you flip flop that restaurant to the other side then you are going to have to move that proposed stormwater area, correct?

Mr. Palleschi: Yes, we would. What that will do, I still need a certain surface area for the stormwater bioretention and then the rest may have to go underground, under the parking lot. That is something that is a tradeoff.

Chairman Yuille: I saw this note on the plan that said reserve area for water treatment system. I didn't realize you were going to have a water treatment system.

Mr. Palleschi: I didn't either until last week. So, BJ's and GDL, they use a company called Stantec which manufactures these types of systems and when I was on a conference call with them, it was interesting, I have some documents that I can share with everyone and they will design up to 100,000 per day or 50,000 gallons and one that they shared with me was about 10,000 gallons a day which is about what this is going to use. So, some of these facilities that they have used they have put in the middle of golf courses that not only serve the golf course but a bunch of homes that are surrounding the golf course where odor is important and you don't want it to smell. They have this unit and those are the questions that I asked and when he shared the details with me over the phone, I was actually impressed. Obviously, they have to work with DEC and get it approved and I reserved that area in case they need to pump it to some sort of leach field system. It will get treated and then there are 2 options, if you have the soils to let it go back in the ground or you have to treat it further it would be discharge. So, you could literally discharge it because what he is saying is after it goes through this treatment it is river quality. So, it was interesting as to how they were describing it and the information he sent so far. I have to get some more info from them but they do this all over for a lot of facilities for BJ's.

Chairman Yuille: When you think about Mohonasen for years up until a few years ago, they were always on septic and I believe Schalmont is on septic. They may be coming over and looking at your sites.

Mr. Collins: Will they have a grinder pump in there and everything?

Mr. Palleschi: There will be pumps to pump it into the system and then there is aerators, again, they are underground.

Mr. Collins: It is like a little treatment plant basically.

Mr. Palleschi: It is and these systems need to be in a grassed area because they will sit above grade and it's like a metal lid that you will see and then all of those are interconnected and it goes through, like the only unit you will really see is it looks like a little shed. Just a standard shed and that is where the blowers are.

Mr. Collins: The town has a lot of sewer and they don't really smell. They are odor controlled and you don't really know they are there.

Chairman Yuille: That is like what the Orenco systems were supposed to be like that at one point. They used them at ski resorts and that type of place.

Steve, do you have any questions or comments?

Mr. Valiquette: No, I think I will wait for the review of the traffic study before to making comments and same for the review of the wastewater treatment. That is, it.

Chairman Yuille: Mr. Comenzo?

Mr. Comenzo: No questions and just some comments that need to be coordinated with the attorney to discuss SEQR and some of the issues regarding the timing. So, this Board is going to obviously be making a report and recommendation and we are getting a little bit into the site plan and it sounds like some redesign that is going to have to occur. I did speak with folks at DOT yesterday and sent them the conceptual plan and they said basically the current access would not fly because the proposed the entrance right now is really where the turn lane to get onto I-88 starts and then the further we get away from that intersection obviously, will be looking for a left turn lane and I believe there is one right now that is kind of useless since there are no curb cuts in that area. The fact that they have VHB doing the traffic analysis and they are waiting for school to start, those will get addressed. Lynn brought up the issue with the parking so, our code when it was originally adopted there was not a BJ's where you had these warehouse clubs so there are 500 parking spots proposed. I'm sure BJ's knows how many parking spots based on the current facilities they have in the northeast, how many spots they actually need. So, the Planning Commission has the ability to waive those requirements obviously if you can demonstrate that you only need 300 or whatever the number is, you could work that into the redesign with the building.

You are not constrained by lot lines obviously so if you wanted to flip flop the other commercial building or they wanted to put it on the corner or wherever that would work those design issues you can get to now because there is no engineering right now at this point. The other thing is and this is just from utilizing the BJ's in Colonie there are a lot of people that go just for gas. When you look at this you really want to separate the traffic of people walking in and out with their carts and going into BJ's or possibly this fast-food restaurant and folks that are just going in for gas. I don't think you would want that traffic crossing the pedestrians that are coming in and out of the facility. I know the one in Colonie they have it in the far end but there is no main entrance nearby. I'm looking at this now and wondering how you get back there without getting into the mix with the folks with the carts. So, when you go back in and redesign the site, you might want to look at separating the traffic for the fast-food restaurant and then the gas pumps and try to separate it from the folks that utilize BJ's warehouse. You might be able to do that a lot easier with landscaped islands or something.

Mr. Palleschi: I've already played with shifting that driveway to the east and flip flopping so, with that in mind I'm sure we can come up with something.

Mr. Comenzo: It's early at this point and you still have to go to the Town Board and public hearing and SEQR and there will be some changes between now and when this Board sees it again. But I'm assuming you are looking to come back fairly quickly for a report and recommendation to get the ball rolling.

Mr. Signore: When are you looking to put a shovel in the ground? Spring?

Mr. Palleschi: Probably spring.

Chairman Yuille: They need to get a recommendation first, Joe, they need a zone change.

Mr. Palleschi: We can't start now.

Chairman Yuille: One thing that I have seen that they do and its hard to tell on that but they take those gas pumps and angle them. Like Stewart's did on theirs. It makes it a little easier, especially if you are going in one way and coming out. It might make them easier to get into, but with 50' you might have plenty of room.

Mr. Palleschi: I think we can massage that a little bit.

Chairman Yuille: We will not be doing a motion on that tonight, but we will get some of the information that we need.

Mr. Palleschi: So, what are the next steps. Obviously, we'll keep going with some of these edits to shifting the driveway easterly, work with VHB on the traffic data and then resubmit. This Board would like to hear that before making that recommendation to the Town Board.

Chairman Yuille: Yeah, but you wouldn't have to go through the whole presentation but...

Mr. Comenzo: I guess the question is how comfortable are you moving forward with a report and recommendation. You are not going to be the lead agency. That is going to be the Town Board. You will be an involved agency for SEQR but as far as what is required for traffic study and for all the other studies that will have to be done in terms of the SEQR review, it will not come back to you for a while. I think they are looking for a report and recommendation so that we can get that ball rolling.

Chairman Yuille: So are you suggesting we do that...

Mr. Comenzo: I don't know how long you want to wait. You'll get the traffic and study eventually and if you are not comfortable in making a report and recommendation until the board sees traffic data or if your comfortable deferring and then commenting on the SEQR process and getting the Town Board to do that work. Typically, the Planning Commission is the lead agency but, in this case, there is a change of zone involved and the Town Board needs to look at all those things. The one thing that I do want to mention and it's probably on your list is you probably want to get a TDE on board sooner rather than later because with SEQR component.

Ms. Slevin: Mary Beth Slevin here again, counsel for the applicant. What we would hope to be able to do is to focus on the issue before the Board right now which is the recommendation for the zoning change and that really focuses on the comprehensive plan and how the comprehensive plan contemplates what's being requested by the applicant. With respect to SEQR what we would hope to do is really separate that issue and make sure that the Board has the information that it needs to remain involved as an involved agency while we go through that process with the Town Board. To move forward with the recommendation on the zone change when the Board is comfortable and then to continue on with the work that needs to be done for SEQR to make sure that gets submitted to the Planning Commission, the Town Board and all other involved agencies and make sure we solicit everyone's comments on the data that is developed so it's a comprehensive review and that all comments are considered in the context of a final SEQR review. Just to give it some context.

Chairman Yuille: Let me see how the Board feels about voting on that tonight. Mark?

Mr. D'Alessandro: I'm fine.

Chairman Yuille: Mr. Calder?

Mr. Calder: Yes.

Mr. Comenzo: Tom, I don't think we are at that point yet. We don't have anything prepared.

Chairman Yuille: I thought that is what you just said.

Mr. Comenzo: What I am saying is do you want to see them in 2 weeks or in 2 months.

Chairman Yuille: "Inaudible..."

Mr. Collins: I thought you wanted to know if we were comfortable making the recommendation, Peter.

Mr. Comenzo: Would you be comfortable making a recommendation without them completing a traffic study that has been reviewed by DOT?

Mrs. Flansburg: Yes, but it sounds like there is going to be significant changes.

Mr. Palleschi: We are not here for site plan approval tonight. We understand that we have to make some modifications and we have to address DOT with whatever traffic comments that might come before this but I think the goal tonight would be to get back to the Town Board for the recommendation and if the Board feels comfortable with saying, from my understanding from every Board Member tonight is that you are in favor of this project which requires the change of zone, so, if you are would you feel comfortable to making that recommendation tonight and then we will go to the Town Board. Obviously, with the Town Board...

Chairman Yuille: We do not have the resolution to vote on it tonight. We can hold it for the next meeting.

Mr. Comenzo: If you are comfortable moving forward without having a completed traffic study, which is the biggest issue that I'm looking at, and making a report and recommendation, we can prepare something in the next 2 weeks and have them back in 2 weeks to vote on the draft report and recommendation. I do not have anything drafted tonight and that is why I wrote it up as a discussion on the report and recommendation. I think we wanted to figure out where the Board was on this and it sounds like the Board is favorable with the recommendation so we can work with the attorney and draft some custom language for you to look at prior to the next meeting.

Mr. Palleschi: The sooner the better. 2 weeks would be great.

Chairman Yuille: 2 weeks would be the 19th is our next meeting.

Mrs. Flansburg: Would you like a motion for the TDE.

Chairman Yuille: Yes. At this point, I would entertain a motion to allow the Chairman enter into an agreement for a TDE for this project.

Mrs. Flansburg: I will make that motion.

Chairman Yuille: Mrs. Flansburg made the motion. Do I have a second?

Mr. Signore: I'll second.

Chairman Yuille: Mr. Signore seconds the motion. Are there any questions? Please call the vote.

Marlo Carter: Mr. Collins?

Mr. Collins: Yes.

Marlo Carter: Mrs. Flansburg?

Mrs. Flansburg: Yes.

Marlo Carter: Mr. D'Alessandro?

Mr. D'Alessandro: Yes.

Marlo Carter: Mr. Calder?

Mr. Calder: Yes.

Marlo Carter: Mr. Signore?

Mr. Signore: Yes.

Marlo Carter: Mr. Miglucci?

Mr. Miglucci: Yes.

Marlo Carter: Chairman Yuille?

Chairman Yuille: Yes.

Motion carried.

Meeting adjourned at 9:06 p.m.

Motion to adjourn the meeting was made by Mr. Collins and Mr. Signore seconded the motion.

Next meeting scheduled for September 19, 2023

Respectfully Submitted,

Marlo L. Carter
Planning Commission Secretary

RESOLUTION NO. 298.23

TO ACCEPT AND AWARD BID FOR ROTTERDAM TOWN HALL BUILDING RENOVATIONS

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 Wednesday, September 13, 2023, 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:

ROTTERDAM TOWN HALL BUILDING RENOVATIONS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid for Rotterdam Town Hall Building Renovations, Contract No. 1, general construction, plus additive bids 1A, 1B, 1C & 1D, to Bunkoff General Contractors Inc., located at 790 Watervliet-Shaker Road, Latham, New York 12110, at the mutual consent of both the Town and Bunkoff General Contractors Inc. in the amounts: Base Bid of \$1,124,000.00, Additive Bid Item No. 1A (Unit Price) \$60.00/SF, Additive Bid Item No. 1B (Unit Price) \$500.00/SF, Additive Bid Item No. 1C (Unit Price) \$25.00/SF, and Alternate Bid Item No. 1D \$4,000.00.

SECTION 2. The Town Board of the Town of Rotterdam does hereby accept and award the bid for Rotterdam Town Hall Building Renovations, Contract No. 2, Mechanical, to John W. Danforth Company, located at 5 Liebich Ln, Halfmoon, New York 12065, at the mutual consent of both the Town and John W. Danforth Company in the amount of \$177,900.00.

SECTION 3. The Town Board of the Town of Rotterdam does hereby accept and award the bid for Rotterdam Town Hall Building Renovations, Contract No. 3, Electrical, to Empire Electric New York LLC, located at PO Box 13082, Albany, New York 12212, at the mutual consent of both the Town and Empire Electric New York LLC in the amount of \$115,300.00.

SECTION 4. The Supervisor of the Town of Rotterdam is hereby authorized to execute a contract with said bidders in accordance with the terms of the bid proposals as submitted. Summary of bid prices are on file in the Town Clerk's office.

SECTION 5. This resolution shall become effective September 27, 2023.

DATED: September 27, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
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: September 20, 2023

TO: Town Board

FROM: James Keith, Senior Building Inspector

TITLE OF REQUEST: To Accept and Award Bid for Rotterdam Town Hall Building Renovations

TOWN BOARD MEETING: September 27, 2023

Background Information: The Town Board called for bids on Town Hall Renovations on August 8, 2023 with a bid opening date of September 12, 2023 at 11:00am.

Evaluation/Analysis: Proper bidding process took place. Bids were opened September 12, 2023 at 11:00am. A total of 6 bids were submitted for Contract #1 General Construction with the lowest bidder being Bunkoff General Construction. A total of 5 bids were submitted for Contract #2 Mechanical with the lowest bidder being Danforth. A total of 3 bids were submitted for Contract #3 Electrical with the lowest bidder being Empire Electric NY LLC. Barton and Loguidice reviewed all the bid submitted

Recommendation(s): On the recommendation provided by Barton and Loguidice the Town is in the position to award the bid for Contract 1 to Bunkoff General Construction with additive bids 1A, 1B, 1C, 1; Contract 2 to Danforth; and Contract 3 to Empire Electric NY LLC.

Attachment/Document(s): Bid Results from lowest bidders, and a spreadsheet of all bids submitted.

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 TOWN HALL BUILDING RENOVATIONS 2023

BID FOR: Town Hall Building Renovations
 DATE OF TB MTG. & RESOLUTION #: 8/9/2023 Res. #260.23
 DATE BID PACKETS BECOME AVAILABLE: 8/11/2023

# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	BID Amount	Comments
1	9/12/23-10:11 am	DMM	A. Treffesisen & Sons LLC KevinT@treffesisenandson.com	204 Roundhouse Road Oneonta, NY 13820	Kevin Treffesisen	607-432-1655	\$146,800.00	Electrical #3
2	9/12/23-10:11 am	DMM	A. Treffesisen & Sons LLC KevinT@treffesisenandson.com	204 Roundhouse Road Oneonta, NY 13820	Kevin Treffesisen	607-432-1655	\$208,400.00	Mechanical #2
3	9/12/23-10:46 am	DMM	DiGesare Mechanical Inc. warehouse@DeGesareGroup.com	3434 Carman Road Schenectady, NY 12303	Joe Parillo	518-356-2224	\$219,000.00	Mechanical #2
4	9/12/23-10:48 am	DMM	CDE Electrical Inc. Gguerir@CDEelectric.net	PO Box 204 685 Vernal Butler Road Cairo, NY 12413	Greg Guerir	518-622-3822	\$145,390.00	Electrical #3
5	9/12/23-10:50 am	DMM	Family Danz Mechanical Jreyes@familydanz.com	40 Pleasant Street Albany, NY 12207	Joe Reyes	518-596-4939	\$305,000.00	Mechanical #2
6	9/12/23-10:53 am	DMM	RMB Mechanical Inc. pfiscaletti@RMBMechanicalny.com	1442 Fern Avenue Schenectady, NY 12306	Nora Fiscaletti	518-813-5120	\$205,300.00	Mechanical #2
7	9/12/23-10:55	DMM	Empire Electric New York LLC Arobinson@empireelectric.com	PO Box 13082 Albany, NY 12212	Amber Robinson	518-945-0500	\$115,300.00	Electrical #3
8	9/12/23-10:58	DMM	Gallo Construction Corp Mmcguire@gallogc.com	50 Lincoln Avenue Watervliet, NY 12189	Mike McGuire	518-273-0234	\$1,219,300.00	General Construction #1 Alternative Bid Item \$8,000.00 for Aluminum Railing

BidPacket

elatedItems/AllBidDoc/BidSheetTemplate

BID FOR TOWN HALL BUILDING RENOVATIONS 2023

# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	BID Amount	Comments
8	9/12/23-10:57 am	DMM	AMZ Construction Services, Inc. annalisa@amzinc.net	1234 Main Street Box 232 Rotterdam Junction, NY 12150	Annalisa Zappia	518-887-2919	\$2,054,000.00	General Construction-#1 Alternative Bid Item \$12,000.00 for Aluminum Railing
9	9/12/23-10:57 am	MG	Danforth Cherman@jwdanforth.com	5 Liebich Lane Halfmoon, NY 12065	Ed Haldeman	518-400-1600	\$177,900.00	Mechanical-#2
10	9/12/23-10:57 am	MG	MSI Midstate Industries LTD info@midstateitd.com	1105 Catalyn Street Schenectady, NY 12303	James Palma	518-374-1461	\$1,415,000.00	General Construction-#1 Alternative Bid Item \$3,800.00 for Aluminum Railing
11	9/12/23-10:57 am	MG	Bast Hatfield Construction LLC. jvandish@bastfield.com	1399 Crescent Vischer Ferry Road Clifton Park, NY 12065	John Vandish	518-373-2000	\$1,141,000.00	General Construction-#1 Alternative Bid Item \$5,000.00 for Aluminum Railing
12	9/12/23-10:57 am	MG	Hoosick Valley Contractors Inc estimating@hoosickvalley.com	52 Melrose Valley Falls Rd Melrose, NY 12121	Brian Fucci	518-235-7108	\$1,538,000.00	General Construction-#1 Alternative Bid Item \$3,250.00 for Aluminum Railing
13	9/12/23-10:57 am	MG	Bunkoff Genral Contractors, Inc. abunkoff@bunkoffgc.com	790 Watervliet Shaker Rd Latham, NY 12110	Adam Bunkoff	518-786-8666	\$1,124,000.00	General Construction-#1 Alternative Bid Item \$4,000.00 for Aluminum Railing
	NONE ON BIDNET							

BidPacket

elatedItems/AllBidDoc/BidSheetTemplate



September 20, 2023

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

Re: Town of Rotterdam
Rotterdam Town Hall Building Renovations
Subj: Recommendation for Award of Contract
File: 904.055.001

Dear Ms. Collins:

We have reviewed the Bids submitted for the above referenced project that were opened at 11:00 a.m. on September 12, 2023 at the Town Clerk's Office, 1100 Sunrise Boulevard, Rotterdam, New York 12306. Six (6) Bids were received for General Construction, five (5) Bids were received for Mechanical Construction, and three (3) Bids were received for Electrical Construction; a tabulation of the Bids is attached.

The apparent low Bidders are as follows:

Contract No. 1 – General Construction – Bunkoff General Contractors, Inc.	\$1,124,000.00
Additive Bid Item No. 1A (Unit Price)	\$60.00/SF
Additive Bid Item No. 1B (Unit Price)	\$500.00/SF
Additive Bid Item No. 1C (Unit Price)	\$25.00/SF
Alternate Bid Item No. 1D	\$4,000.00
Contract No. 2 – Mechanical Construction – John W. Danforth Company	\$177,900.00
Contract No. 3 – Electrical Construction – Empire Electric NY LLC	\$115,300.00

Based on discussion with the Contractor and review of the bid submission, it appears there are no errors or omissions in their Bid and they understood the project milestones and the liquidated damages and will enter into a Contract with the Town of Rotterdam if awarded the project.

The Electrical Contractor had an informality in their bid; however, during follow up conversations there was no signature page for the Town provided Statement of Sexual Harassment form and therefore submitted a standard form with signature. Additionally, the Statement of Surety's Intent was missing. The signed Town provided Statement of Sexual Harassment form and Statement of Surety's Intent has been provided and is attached to this letter.

We recommend the Town consult with legal counsel to determine the appropriate course of action should the Town wish to move forward with awarding the bids.

The experience to
listen
The power to
solve



Ms. Mollie Collins, Town Supervisor
Town of Rotterdam
September 20, 2023
Page 2



If the Town chooses to proceed with the Contract, B&L recommends the Town of Rotterdam award the Contract to the low Bidder as listed above.

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

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in black ink, which appears to read 'Joshua Conley', is positioned above the printed name.

Joshua Conley, R.A.
Project Architect

JDC/jms

Attachments

BID TABULATION

Owner: Town of Rotterdam
 Project: Town Hall Renovation Project
 Contract: Contract No. 1 - General Construction
 Bid Opening: September 12, 2023 at 1:00 AM
 Location: 1100 Sunrise Boulevard, Rotterdam, NY 12306



ITEM NO.	DESCRIPTION	QUANTITY	UNIT	Gallo Construction 50 Lincoln Avenue Watervliet, New York 12188		AMZ Construction Services, Inc. 1234 Main Street, PO Box 232 Rotterdam Junction, New York 12150		Mid-State Industries, Ltd 1105 Catalyn Street Schenectady, New York 12303		Bast Hatfield Construction, LLC 1399 Crescent Vischer Ferry Road Clifton Park, New York 12065		Hoosick Valley Contractors, Inc. 52 Melrose Valley Falls Road Melrose, New York 12121		Bunkoff General Contractors, Inc. 790 Watervliet Shaker Road Latham, New York 12110	
1-1	Contract No. 1 - General Construction	1	LS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
				\$	1,219,300.00	\$	2,054,000.00	\$	1,415,000.00	\$	1,441,000.00	\$	1,538,000.00	\$	1,124,000.00
TOTAL BID					\$	\$	2,054,000.00		\$	\$	1,415,000.00		\$	\$	1,124,000.00
	Additive Bid Item No. 1A			\$35/SF		\$30/SF			\$50/SF		\$44/SF		\$39/SF		\$60/SF
	Additive Bid Item No. 1B			\$200/SF		\$65/SF			\$220/SF		\$242/SF		\$167/SF		\$500/SF
	Additive Bid Item No. 1C			\$20/SF		\$33/SF			\$30/SF		\$50/SF		\$10/SF		\$25/SF
	Alternate Bid Item 1D			\$8,000.00		\$12,000.00			\$3,800.00		\$5,000.00		\$3,250.00		\$4,000.00
	00 03 73: IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION			✓		✓			✓		✓		✓		✓
	00 03 76: BIDDER'S STATEMENT ON SEXUAL HARASSMENT			✓		✓			✓		✓		✓		✓
	00 04 80: NON-COLLUSIVE BIDDING CERTIFICATION			✓		✓			✓		✓		✓		✓
	00 04 81: STATEMENT OF SURETY'S INTENT			✓		✓			✓		✓		✓		✓
	00 04 84: PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS			✓		✓			✓		✓		✓		✓
	00 04 99: BID SECURITY			5.00%		5.00%			5.00%		5.00%		5.00%		5.00%

John D. Calkins

I HEREBY CERTIFY THAT THIS CONTRACT WAS BID IN ACCORDANCE WITH STANDARD COMPETITIVE BIDDING PROCEDURES AND REQUIREMENTS AND THIS TABULATION INCLUDES ALL BIDS RECEIVED AT THE PUBLIC BID OPENING HELD AT THE TIME AND LOCATION NOTED ABOVE.

BID TABULATION

Owners: Town of Rotterdam
Project: Town Hall Renovation Project
Contract: Contract No. 2 - Mechanical Construction
Bid Opening: September 12, 2023 at 11:00 AM
Location: 1100 Sunrise Boulevard, Rotterdam, NY 12306



ITEM NO.	DESCRIPTION	QUANTITY	UNIT	A. Treffresien & Sons LLC			DiGesare Mechanical Incorporated			Family Danz Mechanical, LLC			RMB Mechanical, Inc.			John W. Danforth Company		
				UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT	
1-1	Contract No. 2 - Mechanical Construction	1	LS	\$	208,400.00	\$	208,400.00	\$	208,400.00	\$	208,400.00	\$	208,400.00	\$	208,400.00	\$	177,900.00	\$
	TOTAL BID				\$	208,400.00		\$	219,000.00		\$	305,000.00		\$	205,300.00		\$	177,900.00
	00 03 73: IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION				✓			✓			✓			✓			✓	
	00 03 76: BIDDER'S STATEMENT ON SEXUAL HARASSMENT				✓			✓			✓			✓			✓	
	00 04 80: NON-COLLUSIVE BIDDING CERTIFICATION				✓			✓			✓			✓			✓	
	00 04B 1: STATEMENT OF SURETY'S INTENT				✓			✓			✓			✓			✓	
	00 04 84: PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS				✓			✓			✓			✓			✓	
	00 04 95: BID SECURITY				5.00%			5.00%			5.00%			5.00%			5.00%	

John W. Danforth

I HEREBY CERTIFY THAT THIS CONTRACT WAS BID IN ACCORDANCE WITH STANDARD COMPETITIVE BIDDING PROCEDURES AND REQUIREMENTS AND THIS TABULATION INCLUDES ALL BIDS RECEIVED AT THE PUBLIC BID OPENING HELD AT THE TIME AND LOCATION NOTED ABOVE.

BID TABULATION



Owner: Town of Rotterdam
 Project: Town Hall Renovation Project
 Contract: Contract No. 3 - Electrical Construction
 Bid Opening: September 12, 2023 at 11:00 AM
 Location: 1100 Sunrise Boulevard, Rotterdam, NY 12306

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	A. Treffresien & Sons LLC 204 Roundhouse Road Oneonta, New York 13820			CDE Electric, Inc. PO Box 204, 685 Vernal Butler Road Cairo, New York 12413			Empire Electric NY LLC PO Box 13082 Albany, New York 12212					
				UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT	
1-1	Contract No. 3 - Electrical Construction	1	LS	\$ 146,800.00	\$ 146,800.00		\$ 145,390.00	\$ 145,390.00		\$ 115,300.00	\$ 115,300.00				
	TOTAL BID				\$ 146,800.00			\$ 145,390.00			\$ 115,300.00			\$	\$
	00 03 73: IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION					✓			✓			✓			
	00 03 76: BIDDER'S STATEMENT ON SEXUAL HARASSMENT					✓			✓						
	00 04 80: NON-COLLUSIVE BIDDING CERTIFICATION					✓			✓						
	00 04 81: STATEMENT OF SUBREY'S INTENT					✓			✓						
	00 04 84: PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS					✓			✓						
	00 04 99: BID SECURITY					5.00%			5.00%			5.00%			

[Signature]

I HEREBY CERTIFY THAT THIS CONTRACT WAS BID IN ACCORDANCE WITH STANDARD COMPETITIVE BIDDING PROCEDURES AND REQUIREMENTS AND THIS TABULATION INCLUDES ALL BIDS RECEIVED AT THE PUBLIC BID OPENING HELD AT THE TIME AND LOCATION NOTED ABOVE.

903 Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace

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

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

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

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

- **Harassment:** Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).
- **Bias-Based Harassment:** Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion,

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

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

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

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

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

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

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory

remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

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

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

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

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

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

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

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

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

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

department where services are being provided, the Town Supervisor, or a member of the Town Board.

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

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

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

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

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

Legal Protections and External Remedies – Nothing in this policy should be construed as in any way limiting employees' rights to file a formal complaint with the appropriate state or federal

agencies responsible for administering anti-discrimination laws. Complainants should be aware that time restrictions may apply and need to be considered.

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

New York State Division of Human Rights (DHR)

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

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

United States Equal Employment Opportunity Commission (EEOC)

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

administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

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

Contact the Rotterdam Police Department

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

Empire Electric NY LLC agrees to comply with the non discrimination and harassment in the workplace policy as stated above.

Amber M Robinson

SECTION 00 04 81

STATEMENT OF SURETY'S INTENT

TO: TOWN OF ROTTERDAM
(Owner)
We Have Reviewed The Bid of: EMPIRE ELECTRIC NY, LLC
(Contractor)
of 15 Business Boulevard, Castleton on Hudson, NY 12033
(Address)
for Renovations at Rotterdam Town Hall Building
(Project)
Bids for Which Will be Received On: September 12, 2023
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the performance bond and labor and materials bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to you or third parties if, for any reason we do not execute the requisite bonds.

We are duly authorized to transact business in the State of New York, and we appear on the U.S. Treasury Department's most current list (Circular 570 as amended).

ATTEST: *Deborah Sator* RLI Insurance Company

By: *Angeliki D. Klein*
Surety's Authorized Signature(s)
Angeliki D. Klein, *Attorney-in-Fact*



This Form Must Be completed And Submitted with the Bid

END OF SECTION

STATEMENT OF SURETY'S INTENT
00 04 81-1

BUNKOFF GENERAL
CONTRACTORS, INC.

GENERAL CONSTRUCTION #1

CONTRACT DOCUMENTS

FOR

TOWN OF ROTTERDAM

ROTTERDAM TOWN HALL BUILDING RENOVATIONS

CONTRACT NO. 1 – GENERAL CONSTRUCTION
~~CONTRACT NO. 2 – MECHANICAL CONSTRUCTION~~
~~CONTRACT NO. 3 – ELECTRICAL CONSTRUCTION~~

TOWN OFFICIALS

MOLLIE A. COLLINS – SUPERVISOR

JACK DODSON – DEPUTY SUPERVISOR

EVAN CHRISTOU – COUNCILPERSON

SAMANTHA MILLER-HERRERA – COUNCILPERSON

JOSEPH C. MASTROIANNI – COUNCILPERSON

DIANE M. MARCO – TOWN CLERK

AUGUST 2023

PREPARED BY:

BARTON & LOGUIDICE, D.P.C
10 AIRLINE DRIVE, SUITE 200
ALBANY, NEW YORK 12205

BID PACKAGE SUBMITTED BY:

Name of Company: Bunkoff General Contractors, Inc.
Address: 790 Watervliet Shaker Rd.
Latham, NY 12110
Phone: (518) 376-2847

It is a violation of the New York state education law, Article 145
§7209 Special Provisions, for any person, unless they are acting
under the direction of a licensed professional engineer, architect,
landscape architect, or land surveyor, to alter an item in any way.
If an item bearing the stamp of a licensed professional is altered,
the altering engineer, architect, landscape architect, or land surveyor
shall stamp the document and include the notation "altered by"
followed by their signature, the date of such alteration, and a specific
description of the alteration.

SECTION 00 03 01

BIDDER'S CHECKLIST

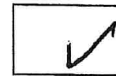
(All pages of this Section to be completed by
Bidder PRIOR to Bid Submission)

Bid Prices, Page 00 03 70-1 to 00 03 70-6: All blanks appropriately filled in ink
with both words and figures, and signed where applicable.

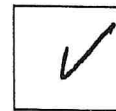


State and Federal Requirements: Each of the following forms must be executed and submitted
with Bid:

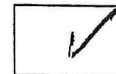
IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION, Page 00 03 73-1
to 00 03 73-2: Requires Bidder's signature.



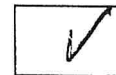
BIDDER'S STATEMENT ON NON-DISCRIMINATION AND HARASSMENT
(including Sexual Harassment) IN THE WORKPLACE, Page 00 03 76-1 to 00 03
76-7: Requires Bidder's signature.



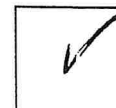
NON-COLLUSIVE BIDDING CERTIFICATION AND IMMUNITY CLAUSES,
Page 00 04 80-1 to 00 04 80-2: Requires Bidder's signature.



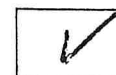
STATEMENT OF SURETY'S INTENT, Page 00 04 81-1: Requires completion and
signature by Surety's Representative.



PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS
CERTIFICATION, Page 00 04 84-1 to 00 04 84-2: Requires completion and
signature by Bidder.



BID SECURITY, Page 00 04 99-1: Attach Bid Security to page labeled "BID
SECURITY" (ATTACH HERE - CERTIFIED CHECK, CASH OR BID BOND).



NOTE: To Bid multiple Contracts, the Bidder must fill in all associated pages for each
specific Contract being Bid.

END OF SECTION

SECTION 00 03 70

BID FOR CONSTRUCTION OF
CONTRACT NO. 1 – GENERAL CONSTRUCTION
TOWN OF ROTTERDAM
ROTTERDAM TOWN HALL BUILDING RENOVATIONS

TO THE TOWN OF ROTTERDAM:

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for or incidental to the construction and completion of Contract No. 1 – General Construction, required by and in strict accordance with the applicable provisions of all Contract Documents for the following lump sum price:

Base Bid Item

1. Lump Sum Contract No. 1 – General Construction

<u>One million One Hundred Twenty-four</u> <u>Thousand Dollars</u> (Price Written in Words)	<u>\$1,124,000.00</u> Dollars Cents (Price Written in Figures)
--	--

Additive Bid Items

1. Additive Bid Item No. 1A: Add/Deduct Unit price cost for the repair of the existing brick mortar as described in Section 00 01 60.16.

<u>Add/Deduct:</u> <u>Sixty Dollars</u> (Price Written in Words)	<u>60.00</u> Dollars Cents (Price Written in Figures)
--	---

2. Additive Bid Item No. 1B: Add/Deduct Unit price cost for the masonry reconstruction of existing brick as described in Section 00 01 60.16.

<u>Add/Deduct:</u> <u>FIVE Hundred Dollars</u> (Price Written in Words)	<u>500.00</u> Dollars Cents (Price Written in Figures)
---	--

3. Additive Bid Item No. 1C: Add/Deduct Unit price cost for the replacement of existing metal deck as described in Section 00 01 60.16.

Twenty-Five Dollars	25.00
(Price Written in Words)	Dollars Cents (Price Written in Figures)

Alternate Bid Item

1. Alternate Bid Item No. 1D: Add/Deduct for the installation of anodized aluminum railing systems as described in Section 00 01.60.17.

Add/Deduct:

Four Thousand Dollars 4000.00

(Price Written in Words) Dollars Cents
(Price Written in Figures)

Acknowledgement of Addenda

Addendum No.

i

Date Received

9/7/23

SECTION 00 03 70

8.23
904.055.001

BID
00 03 70-2

SECTION 00 03 70

BID
TOWN OF ROTTERDAM
ROTTERDAM TOWN HALL BUILDING RENOVATIONS

The signer of this Proposal as Bidder declares that the only person, persons, company or parties interested in the proposal are named in this Proposal; that the Bid is made without any connection with any person making another Bid for the same Contract; that the Bid is in all respects fair and without collusion or fraud; that no officer, agent or employee of the Owner is directly or indirectly interested in the Bid; and that he has carefully examined the annexed form of Contract and Contract Documents.

In accordance with Section 139-d of the State Finance Law, Section 103-d of the General Municipal Law, or Section 2878 of the Public Authorities Law, the Bidder further certifies that: (a) the Bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for Bids; and (b) the contents of the Bid have not been communicated by the Bidder nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the Bid. Section 620 of the Penal Law makes violation of this statute a crime punishable as perjury.

If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within forty-five (45) days after the date of opening of the Bids, or any time thereafter before this Bid is withdrawn, the undersigned will, within five (5) days after the date of such mailing, or delivering of such notice, execute and deliver a contract in the form of Contract attached hereto.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, or delivered:

Company Name: Bunkoff General Contractors, Inc.
Contact Name: Adam Bunkoff
Address: 790 Watervliet - Shaker Rd.
City, State, Zip: Latham, NY 12110
Telephone/Fax: 518-786-8666 518-786-0896
Email: abunkoff@bunkoffgc.com
FEIN:
(Federal Employee
Identification Number) 14-1811121

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates and hours of labor set forth in the Contract Documents.

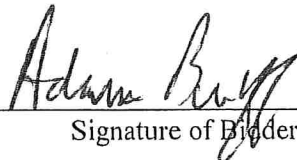
SECTION 00 03 70

BID
TOWN OF ROTTERDAM
ROTTERDAM TOWN HALL BUILDING RENOVATIONS

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Accompanying this Bid, is a Bid security in the form of a certified check*, cash*, or a bid bond* for the sum of _____ (\$_____) Dollars. In case this Bid is accepted by the Owner, and the undersigned shall fail to execute a contract with and give the required bonds to the Owner within five (5) days after the date of a written notice by the Owner to the undersigned so to do, this Bid security shall be forfeited and will be retained by the Owner as liquidated damages.

Dated 9/12, 2023 **, A corporation organized
under the law of NY State


Signature of Bidder

Print Name of Signer of Bid Adam Bunhoff
Address 790 Watervliet-Shaker Road
Latham, NY 12110

* Cross out designations not applicable.

** Insert bidder's name; if a corporation, give the state of incorporation using the phrase "a corporation organized under the law of"; if a partnership, give the name of the partners, using also the phrase "co-partners trading and doing business under the firm name and style of"; if an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of".

END OF SECTION

SECTION 00 03 73

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

1. Contractor/proposer hereby represents that said contractor/proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said contractor/proposer has not:
 - a) 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 liquefied 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; or
 - b) 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.
2. Any contractor/proposer who has undertaken any of the above and 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.
3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:
 - 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 its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b)."

The Owner will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Owner reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- b) The Owner has made a determination that the goods or services are necessary for the Owner to perform its functions and that, absent such an exemption, the Owner would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the Owner in writing and shall be a public document.

Adam Bunkoff CEO
Signature Title
Bunkoff General Contractors, Inc. 9/12/23
Company Name Date

State of New York)
County of Albany) SS:

On this 12th day of September, 2023, before me personally came and appeared Adam Bunkoff to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

Donna M Mosher

END OF SECTION

DONNA M. MOSHER
Notary Public, State Of New York
No. 01M06061574
Qualified in Saratoga County
Commission Expires July 16, 2027

903 Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace

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

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

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

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

- **Harassment**: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).
- **Bias-Based Harassment**: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion,

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

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

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

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

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

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

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory

remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

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

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

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

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

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

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

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

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

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

department where services are being provided, the Town Supervisor, or a member of the Town Board.

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

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

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

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

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

Legal Protections and External Remedies – Nothing in this policy should be construed as in any way limiting employees' rights to file a formal complaint with the appropriate state or federal

agencies responsible for administering anti-discrimination laws. Complainants should be aware that time restrictions may apply and need to be considered.

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

New York State Division of Human Rights (DHR)

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

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

United States Equal Employment Opportunity Commission (EEOC)

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

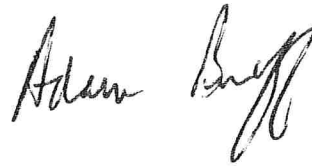
administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

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

Contact the Rotterdam Police Department

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

A handwritten signature in black ink, appearing to read "Adam Bruff". The signature is written in a cursive, flowing style.

NON-COLLUSION BIDDING CERTIFICATION

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certifying, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).
- D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Firm: Bunkoff General Contractors, Inc.

Signed by: Adam Bunkoff Title: CEO

Signature: Adam Bunkoff Date: 9/12/23

Email: abunkoff@bunkoffgc.com

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

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

The foregoing is a true and correct copy of the resolution adopted by Binkhoff General Contractors, Inc. corporation at a meeting of its board of directors held on the 12th day of Sept, 2023

(SEAL OF THE CORPORATION)

[Signature]
Signature of Secretary

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

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

Adam Binkhoff
Signature of Individual

9/12/23
Date

**TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE**

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

Name of Firm: Binkhoff General Contractors, Inc.
Signed by: Adam Binkhoff Title: CEO
Signature: Adam Binkhoff Date: 9/12/23

SECTION 00 04 84

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION

1. Contractor hereby certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods).
 - a) Which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any government agency or political subdivision or public benefit corporation.
 - b) In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor certifies through the submitted bid proposal that any and all subcontractors have been informed and are in compliance with the specification's and provisions regarding use of tropical hardwoods as detailed in Section 165 of New York State Finance law.
2. Qualifications for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State. Otherwise, the bid may not be considered responsive. Upon executing this certification the bidder acknowledges that proof of qualifications for exemption are the responsibility of the Contractor to meet with the approval of the state.
3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:
 - 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 its knowledge and belief, wood to be used under this contract award complies with NYS Finance Law Section 165".

FIRM: Bunkhoff General Contractors, Inc.
By: Adam Bunkhoff Adam Bunkhoff
Title: CEO

(CORPORATE SEAL IF ANY)

STATE OF New York)
) SS:
COUNTY OF Albany)

On this 12th day of September, 2023, before me personally came and appeared Adam Bunkoff to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

Donna M Mosher

END OF SECTION

DONNA M. MOSHER
Notary Public, State Of New York
No. 01M08061524
Qualified in Saratoga County
Commission Expires July 16, 2027

SECTION 00 04 81

STATEMENT OF SURETY'S INTENT

To: TOWN OF ROTTERDAM

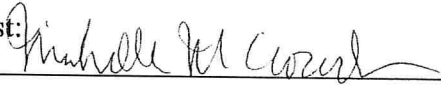
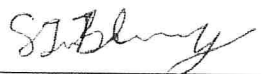
We have reviewed the Bid of BUNKOFF GENERAL CONTRACTORS, INC.
(Contractor)
of 790 Watervliet Shaker Road, Latham, New York 12110
(Address)
for Town of Rotterdam Town Hall Building Renovations
Contract No. 1- General Construction
(Project)

Bids for which will be received on September 12, 2023
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the Performance Bond and Labor and Materials Payment Bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves, and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to transact business in the State of New York, and we appear on the U.S. Treasury Department's most current list (Circular 570 as amended).

Attest:  

Steve Blumhagen, Attorney-In-Fact
Surety's Authorized Signature(s)

Attach Power of Attorney

(Corporate seal if any. If no seal, write
"No Seal" across this place and sign.)

END OF SECTION

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

BUNKOFF GENERAL CONTRACTORS, INC.

790 Watervliet Shaker Road
Latham, New York 12110

SURETY:

(Name, legal status and principal place

of business)

FEDERAL INSURANCE COMPANY

202B Hall's Mill Road
Whitehouse Station, New Jersey 08889

OWNER:

(Name, legal status and address)

TOWN OF ROTTERDAM

1100 Sunrise Boulevard
Rotterdam, New York 12306

BOND AMOUNT: Five Percent of the Amount of Attached Bid (5% Amt Bid)

PROJECT:

(Name, location or address, and Project number, if any)

Town of Rotterdam Town Hall Building Renovations
Contract No. 1- General Construction

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of September, 2023

BUNKOFF GENERAL CONTRACTORS, INC.

(Principal)

(Seal)

(Title) Adam R. Bunkoff, Chief Executive Officer

FEDERAL INSURANCE COMPANY

(Surety)

(Seal)

(Title) Steve Blumhagen, Attorney-in-Fact

Init.

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INDIVIDUAL ACKNOWLEDGEMENT

State of New York)
)
County of)

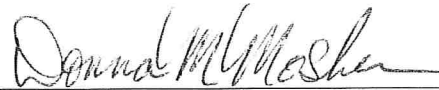
On the _____ day of _____, 20____, before me personally came _____
_____, to me known and known to me to be the Individual described in and
who executed the foregoing instrument, and he acknowledged to me that he executed the same.

Notary Public

CORPORATE ACKNOWLEDGMENTS

State of New York)
)
County of Albany)

On the 8th day of September in the year 2023, before me personally came Adam R. Bunkoff to me known, who, being by me duly sworn, did depose and say that he reside(s) in Watervliet New York, that he is the Chief Executive Officer of the Bunkoff General Contractors, Inc. the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he signed his name thereto by like authority.



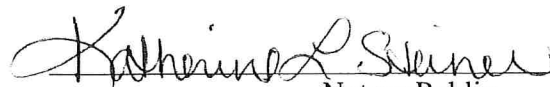
Notary Public

DONNA M. MOSHER
Notary Public, State Of New York
No. 01M06061524
Qualified In Saratoga County
Commission Expires July 16, 2027

SURETY ACKNOWLEDGEMENT

State of New York)
)
County of ERIE)

On the 8th day of September in the year 2023, before me personally came Steve Blumhagen, to me known, who, being by me duly sworn, did depose and say that he reside(s) in Erie County, New York that he is the Attorney-in-Fact of the Federal Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he signed his name thereto by like authority.



Notary Public

KATHERINE L. STEINER
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES 01/25/2025

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Bradley E. Byer of Albany, New York; April A. Adams, Steve Blumhagen, Lauren Bordonaro, Candace J. Casey-Wnek, Lawrence DiGiulio, Timothy Geiger, Cynthia A. Scharf and Andrew J Tokasz of Buffalo, New York-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 5th day of November, 2021.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 5th day of November, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **September 8, 2023**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

FEDERAL INSURANCE COMPANY
STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

December 31, 2022

(in thousands)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments	\$ 123,147	Outstanding Losses and Loss Expenses	\$ 9,263,034
United States Government, State and Municipal Bonds	3,769,695	Reinsurance Payable on Losses and Expenses	1,723,796
Other Bonds	5,964,508	Unearned Premiums	2,632,590
Stocks	245,498	Ceded Reinsurance Premiums Payable	380,162
Other Invested Assets	<u>1,979,194</u>	Other Liabilities	<u>471,528</u>
TOTAL INVESTMENTS	<u>12,082,042</u>	TOTAL LIABILITIES	<u>14,471,130</u>
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	422,405	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	381,723	Unassigned Funds	<u>1,545,403</u>
Chubb Indemnity Ins. Co.	185,044	SURPLUS TO POLICYHOLDERS	<u>4,277,857</u>
Chubb National Ins. Co.	194,379		
Other Affiliates	124,046		
Premiums Receivable	1,859,933		
Other Assets	<u>3,519,415</u>		
TOTAL ADMITTED ASSETS	<u>\$ 18,748,987</u>	TOTAL LIABILITIES AND SURPLUS	<u>\$ 18,748,987</u>

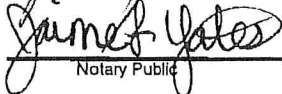
Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2022, investments with a carrying value of \$512,747,632 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2022.

Sworn before me this March 16, 2023


 Senior Vice President

 Notary Public

September 19, 2023
 My commission expires

Commonwealth of Pennsylvania - Notary Seal
 Jaime L. Yates, Notary Public
 Philadelphia County
 My commission expires September 19, 2023
 Commission number 1357070
 Member, Pennsylvania Association of Notaries

DANFORTH

MECHANICAL #2

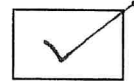
John W. Danforth

SECTION 00 03 01

BIDDER'S CHECKLIST

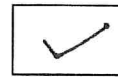
(All pages of this Section to be completed by
Bidder PRIOR to Bid Submission)

Bid Prices, Page 00 03 70-1 to 00 03 70-6: All blanks appropriately filled in ink
with both words and figures, and signed where applicable.



State and Federal Requirements: Each of the following forms must be executed and submitted
with Bid:

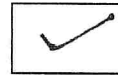
IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION, Page 00 03 73-1
to 00 03 73-2: Requires Bidder's signature.



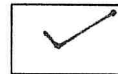
BIDDER'S STATEMENT ON NON-DISCRIMINATION AND HARASSMENT
(including Sexual Harassment) IN THE WORKPLACE, Page 00 03 76-1 to 00 03
76-7: Requires Bidder's signature.



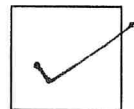
NON-COLLUSIVE BIDDING CERTIFICATION AND IMMUNITY CLAUSES,
Page 00 04 80-1 to 00 04 80-2: Requires Bidder's signature.



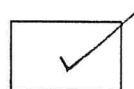
STATEMENT OF SURETY'S INTENT, Page 00 04 81-1: Requires completion and
signature by Surety's Representative.



PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS
CERTIFICATION, Page 00 04 84-1 to 00 04 84-2: Requires completion and
signature by Bidder.



BID SECURITY, Page 00 04 99-1: Attach Bid Security to page labeled "BID
SECURITY" (ATTACH HERE - CERTIFIED CHECK, CASH OR BID BOND).



NOTE: To Bid multiple Contracts, the Bidder must fill in all associated pages for each
specific Contract being Bid.

END OF SECTION

BID FOR CONSTRUCTION OF
CONTRACT NO. 2 – MECHANICAL CONSTRUCTION
TOWN OF ROTTERDAM
ROTTERDAM TOWN HALL BUILDING RENOVATIONS

TO THE TOWN OF ROTTERDAM:

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment, allowances and other facilities and things necessary or proper for or incidental to the construction and completion of Contract No. 2 – Mechanical Construction, required by and in strict accordance with the applicable provisions of all Contract Documents for the following lump sum price:

Base Bid Item

1. Lump Sum Contract No. 2 – Mechanical Construction

one hundred twenty seven
thousand nine hundred
(Price Written in Words)

177,900	00
Dollars	Cents
(Price Written in Figures)	

Acknowledgement of Addenda

Addendum No.

Date Received

1

9/07/2023

8.23
904.055.001

BID
00 03 70-3

SECTION 00 03 70

BID
TOWN OF ROTTERDAM
ROTTERDAM TOWN HALL BUILDING RENOVATIONS

The signer of this Proposal as Bidder declares that the only person, persons, company or parties interested in the proposal are named in this Proposal; that the Bid is made without any connection with any person making another Bid for the same Contract; that the Bid is in all respects fair and without collusion or fraud; that no officer, agent or employee of the Owner is directly or indirectly interested in the Bid; and that he has carefully examined the annexed form of Contract and Contract Documents.

In accordance with Section 139-d of the State Finance Law, Section 103-d of the General Municipal Law, or Section 2878 of the Public Authorities Law, the Bidder further certifies that: (a) the Bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for Bids; and (b) the contents of the Bid have not been communicated by the Bidder nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the Bid. Section 620 of the Penal Law makes violation of this statute a crime punishable as perjury.

If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within forty-five (45) days after the date of opening of the Bids, or any time thereafter before this Bid is withdrawn, the undersigned will, within five (5) days after the date of such mailing, or delivering of such notice, execute and deliver a contract in the form of Contract attached hereto.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, or delivered:

Company Name:	John W. Danforth Company
Contact Name:	Ed Haldeman, Vice President
Address:	5 Liebich Lane
City, State, Zip:	Halfmoon, New York 12065
Telephone/Fax:	518-400-1600 Office 518-406-1618 Fax
Email:	ehaldeman@jwdanforth.com
FEIN:	
(Federal Employee Identification Number)	16-0401910

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates and hours of labor set forth in the Contract Documents.

8.23
904.055.001

BID
00 03 70-5

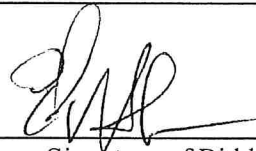
SECTION 00 03 70

BID
TOWN OF ROTTERDAM
ROTTERDAM TOWN HALL BUILDING RENOVATIONS

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Accompanying this Bid, is a Bid security in the form of a certified check*, cash*, or a (bid) bond* for the sum of _____ (\$_____) Dollars. In case this Bid is accepted by the Owner, and the undersigned shall fail to execute a contract with and give the required bonds to the Owner within five (5) days after the date of a written notice by the Owner to the undersigned so to do, this Bid security shall be forfeited and will be retained by the Owner as liquidated damages.

Dated 09/08, 20 23 ** _____



Signature of Bidder

Print Name of Signer of Bid Ed Haldeman, Vice President
Address 5 Liebich Lane
Halfmoon, New York 12065

* Cross out designations not applicable.

** Insert bidder's name; if a corporation, give the state of incorporation using the phrase "a corporation organized under the law of"; if a partnership, give the name of the partners, using also the phrase "co-partners trading and doing business under the firm name and style of"; if an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of".

END OF SECTION

SECTION 00 03 73

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

1. Contractor/proposer hereby represents that said contractor/proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said contractor/proposer has not:
 - a) 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 liquefied 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; or
 - b) 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.
2. Any contractor/proposer who has undertaken any of the above and 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.
3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:
 - 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 its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b)."

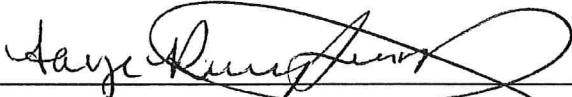
The Owner will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.
4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Owner reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- b) The Owner has made a determination that the goods or services are necessary for the Owner to perform its functions and that, absent such an exemption, the Owner would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the Owner in writing and shall be a public document.

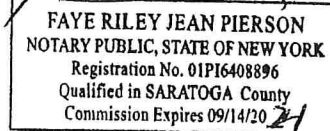

 Signature _____ Vice President _____
 John W. Danforth Company _____ Title _____
 Company Name _____ Date 9/8/23

State of New York)
) SS:
 County of Saratoga)

On this 8th day of September, 2023, before me personally came and appeared Ed Haldeman to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.



END OF SECTION

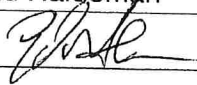


NON-COLLUSION BIDDING CERTIFICATION

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certifying, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).
- D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Firm: John W. Danforth Company

Signed by: Ed Haldeman Title: Vice President

Signature:  Date: 9/8/23

Email: ehaldeman@jwdanforth.com

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

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

The foregoing is a true and correct copy of the resolution adopted by John W. Danforth Company corporation at a meeting of its board of directors held on the 25th day of January, 2023



(SEAL OF THE CORPORATION)

Patrick W. McParlane

Signature of Secretary

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

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

Signature of Individual

Date

**TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE**

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

Name of Firm: John W Danforth

Signed by: Ed Heldeman Title: Vice President

Signature: [Signature] Date: 9/8/23

SECTION 00 04 81

STATEMENT OF SURETY'S INTENT

To: Town of Rotterdam, 1100 Sunrise Boulevard, Rotterdam, New York 12306

We have reviewed the Bid of John W. Danforth Company
(Contractor)
of 300 Colvin Woods Parkway, Tonawanda, New York 14150
(Address)
for Rotterdam Town Hall Building Renovations 904.055.001
Contract No. 2 Mechanical Construction
(Project)

Bids for which will be received on September 12, 2023
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the Performance Bond and Labor and Materials Payment Bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves, and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to transact business in the State of New York, and we appear on the U.S. Treasury Department's most current list (Circular 570 as amended).

Attest: Lanna Marie Tinklee Fidelity and Deposit Company of Maryland

Sean P. Keenan
Surety's Authorized Signature(s)
Sean P. Keenan, Attorney-in-fact

Attach Power of Attorney

(Corporate seal if any. If no seal, write
"No Seal" across this place and sign.)

END OF SECTION

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Edward F. WALSH, Jr., Patrick J. QUINN, John N. WALSH, III, Michael K. WALSH, Beverly A. ZOLNOWSKI, Sean P. KEENAN and Patricia A. STEGER, all of Buffalo, New York**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

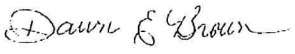
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 5th day of July, A.D. 2020.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**


By: **Robert D. Murray**
Vice President


By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 5th day of July, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

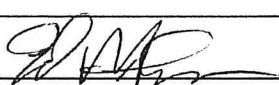



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

SECTION 00 04 84

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION

1. Contractor hereby certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods).
 - a) Which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any government agency or political subdivision or public benefit corporation.
 - b) In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor certifies through the submitted bid proposal that any and all subcontractors have been informed and are in compliance with the specification's and provisions regarding use of tropical hardwoods as detailed in Section 165 of New York State Finance law.
2. Qualifications for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State. Otherwise, the bid may not be considered responsive. Upon executing this certification the bidder acknowledges that proof of qualifications for exemption are the responsibility of the Contractor to meet with the approval of the state.
3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:
 - 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 its knowledge and belief, wood to be used under this contract award complies with NYS Finance Law Section 165".

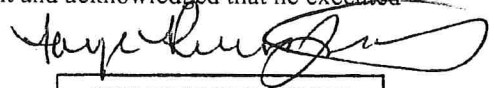
FIRM: John W. Danforth Company
By: 
Title: Vice President

(CORPORATE SEAL IF ANY)

STATE OF New York)
) SS:
COUNTY OF Saratoga)

On this 8th day of September, 20 23, before me personally came and appeared ED Haldeman to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

END OF SECTION



FAYE RILEY JEAN PIERSON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01PI6408896
Qualified in SARATOGA County
Commission Expires 09/14/2024

THE AMERICAN INSTITUTE OF ARCHITECTS



A/A Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

John W. Danforth Company, 300 Colvin Woods Parkway, Tonawanda, New York 14150
as Principal, hereinafter called the Principal, and

Fidelity and Deposit Company of Maryland, 1299 Zurich Way, Schaumburg, Illinois 60196-1056

a corporation duly organized under the laws of the State of Illinois
as Surety, hereinafter called the Surety, are held and firmly bound unto

Town of Rotterdam, 1100 Sunrise Boulevard, Rotterdam, New York 12306

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent (5%) Of The Amount Set Forth In The Accompanying Proposal-----

Dollars (\$ xxxxxxxxxxxxxx),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

Rotterdam Town Hall Building Renovations 904.055.001
Contract No. 2 Mechanical Construction

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 12th

day of September, 2023

(Witness)

John W. Danforth Company

(Principal)

(Seal)

Jason P. Rudich, Executive Vice President

Fidelity and Deposit Company of Maryland

(Witness)

Sean P. Keenan

(Surety)

(Seal)

Sean P. Keenan, Attorney-in-fact

ACKNOWLEDGMENT BY PRINCIPAL (IF A CORPORATION)

State of New York)
) ss:
County of Erie)

On this 12th day of September, 2023 before me personally came Jason P. Rudich, who being by me duly sworn, did depose and say that he resides in Marilla, New York, that he is the Executive Vice President of the John W. Danforth Company, the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.


Notary Public

KEVIN F. LAURENDI
No. 01LA6346040
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 08/08/2024

ACKNOWLEDGMENT BY SURETY COMPANY

State of New York)
) ss:
County of Erie)

On this 12th day of September, 2023 before me personally came Sean P. Keenan, who being by me duly sworn, did depose and say that he resides in Buffalo, New York, that he is the Attorney-in-fact of the Fidelity and Deposit Company of Maryland, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York.


Notary Public

ALANNA MONET TRINKLE
No. 01TR6444045
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 11/14/2026

THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition

As Of December 31, 2022

ASSETS

Bonds.....	\$ 219,365,765
Stocks	17,619,752
Cash and Short-Term Investments	2,767,685
Reinsurance Recoverable	12,309,422
Federal Income Tax Recoverable.....	0
Other Accounts Receivable	32,200,768
TOTAL ADMITTED ASSETS.....	\$ 284,263,392

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 545,031
Ceded Reinsurance Premiums Payable	42,850,834
Remittances and Items Unallocated	0
Payable to parents, subs and affiliates	0
Securities Lending Collateral Liability.....	0
TOTAL LIABILITIES	\$ 43,395,865
Capital Stock, Paid Up	\$ 5,000,000
Surplus.....	240,867,527
Surplus as regards Policyholders	240,867,527
TOTAL	\$ 284,263,392

Securities carried at \$78,455,274 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2022 would be \$266,908,407 and surplus as regards policyholders \$223,512,542.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2022.

Witnessed by
Laura J. Lazarczyk
Secretary

Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2023.



Notary Public

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Edward F. WALSH, Jr., Patrick J. QUINN, John N. WALSH, III, Michael K. WALSH, Beverly A. ZOLNOWSKI, Sean P. KEENAN and Patricia A. STEGER, all of Buffalo, New York**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

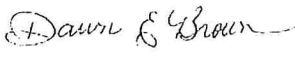
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 5th day of July, A.D. 2020.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Robert D. Murray*
Vice President



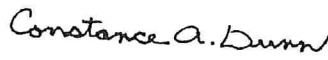
By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 5th day of July, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

SECTION 00 04 99

BID SECURITY

(ATTACHED HERE - CERTIFIED CHECK, CASH OR BID BOND)

END OF SECTION

903 Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace

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

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

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

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

- **Harassment:** Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).
- **Bias-Based Harassment:** Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion,

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

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

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

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

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

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

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory

remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

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

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

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

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

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

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

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

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

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

department where services are being provided, the Town Supervisor, or a member of the Town Board.

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

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

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

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

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

Legal Protections and External Remedies – Nothing in this policy should be construed as in any way limiting employees' rights to file a formal complaint with the appropriate state or federal

administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

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

Contact the Rotterdam Police Department

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

agencies responsible for administering anti-discrimination laws. Complainants should be aware that time restrictions may apply and need to be considered.

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

New York State Division of Human Rights (DHR)

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

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

United States Equal Employment Opportunity Commission (EEOC)

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

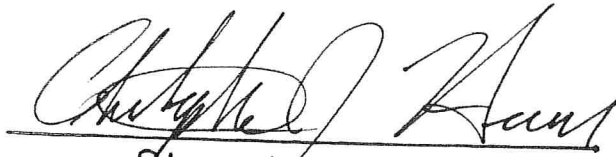
administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

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

Contact the Rotterdam Police Department

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



Signature

EMPIRE ELECTRIC NEW YORK
LLC.

ELECTRICAL #3

CONTRACT DOCUMENTS

FOR

TOWN OF ROTTERDAM

ROTTERDAM TOWN HALL BUILDING RENOVATIONS

**CONTRACT NO. 1 – GENERAL CONSTRUCTION
CONTRACT NO. 2 – MECHANICAL CONSTRUCTION
CONTRACT NO. 3 – ELECTRICAL CONSTRUCTION**

TOWN OFFICIALS

MOLLIE A. COLLINS – SUPERVISOR

JACK DODSON – DEPUTY SUPERVISOR

EVAN CHRISTOU – COUNCILPERSON

SAMANTHA MILLER-HERRERA – COUNCILPERSON

JOSEPH C. MASTROIANNI – COUNCILPERSON

DIANE M. MARCO – TOWN CLERK

AUGUST 2023

PREPARED BY:

**BARTON & LOGUIDICE, D.P.C
10 AIRLINE DRIVE, SUITE 200
ALBANY, NEW YORK 12205**

BID PACKAGE SUBMITTED BY:

Name of Company: Empire Electric NY LLC

Address: PO Box 13082

Albany, NY 12212

Phone: 518-945-0500

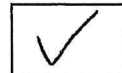
It is a violation of the New York state education law, Article 145
§7209 Special Provisions, for any person, unless they are acting
under the direction of a licensed professional engineer, architect,
landscape architect, or land surveyor, to alter an item in any way.
If an item bearing the stamp of a licensed professional is altered,
the altering engineer, architect, landscape architect, or land surveyor
shall stamp the document and include the notation "altered by"
followed by their signature, the date of such alteration, and a specific
description of the alteration.

SECTION 00 03 01

BIDDER'S CHECKLIST

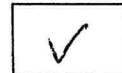
(All pages of this Section to be completed by
Bidder PRIOR to Bid Submission)

Bid Prices, Page 00 03 70-1 to 00 03 70-6: All blanks appropriately filled in ink with both words and figures, and signed where applicable.

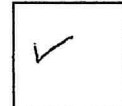


State and Federal Requirements: Each of the following forms must be executed and submitted with Bid:

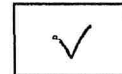
IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION, Page 00 03 73-1 to 00 03 73-2: Requires Bidder's signature.



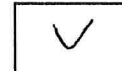
BIDDER'S STATEMENT ON NON-DISCRIMINATION AND HARASSMENT (including Sexual Harassment) IN THE WORKPLACE, Page 00 03 76-1 to 00 03 76-7: Requires Bidder's signature.



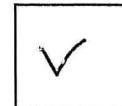
NON-COLLUSIVE BIDDING CERTIFICATION AND IMMUNITY CLAUSES, Page 00 04 80-1 to 00 04 80-2: Requires Bidder's signature.



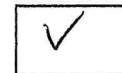
STATEMENT OF SURETY'S INTENT, Page 00 04 81-1: Requires completion and signature by Surety's Representative. (w/ Bid bond)



PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION, Page 00 04 84-1 to 00 04 84-2: Requires completion and signature by Bidder.



BID SECURITY, Page 00 04 99-1: Attach Bid Security to page labeled "BID SECURITY" (ATTACH HERE - CERTIFIED CHECK, CASH OR BID BOND).



NOTE: To Bid multiple Contracts, the Bidder must fill in all associated pages for each specific Contract being Bid.

END OF SECTION

SECTION 00 03 70

BID FOR CONSTRUCTION OF
CONTRACT NO. 3 – ELECTRICAL CONSTRUCTION
TOWN OF ROTTERDAM
ROTTERDAM TOWN HALL BUILDING RENOVATIONS

TO THE TOWN OF ROTTERDAM:

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment, allowances and other facilities and things necessary or proper for or incidental to the construction and completion of Contract No. 3 – Electrical Construction, required by and in strict accordance with the applicable provisions of all Contract Documents for the following lump sum price:

Base Bid Item

1. Lump Sum Contract No. 3 – Electrical Construction

One hundred fifteen thousand three hundred dollars	\$115,300	00
(Price Written in Words)	Dollars	Cents
	(Price Written in Figures)	

Acknowledgement of Addenda

Addendum No.

Date Received

#1	9/7/2023

SECTION 00 03 70

BID
TOWN OF ROTTERDAM
ROTTERDAM TOWN HALL BUILDING RENOVATIONS

The signer of this Proposal as Bidder declares that the only person, persons, company or parties interested in the proposal are named in this Proposal; that the Bid is made without any connection with any person making another Bid for the same Contract; that the Bid is in all respects fair and without collusion or fraud; that no officer, agent or employee of the Owner is directly or indirectly interested in the Bid; and that he has carefully examined the annexed form of Contract and Contract Documents.

In accordance with Section 139-d of the State Finance Law, Section 103-d of the General Municipal Law, or Section 2878 of the Public Authorities Law, the Bidder further certifies that: (a) the Bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for Bids; and (b) the contents of the Bid have not been communicated by the Bidder nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the Bid. Section 620 of the Penal Law makes violation of this statute a crime punishable as perjury.

If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within forty-five (45) days after the date of opening of the Bids, or any time thereafter before this Bid is withdrawn, the undersigned will, within five (5) days after the date of such mailing, or delivering of such notice, execute and deliver a contract in the form of Contract attached hereto.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, or delivered:

Company Name:	Empire Electric NY LLC
Contact Name:	Amber Robinson
Address:	PO Box 13082
City, State, Zip:	Albany, NY 12212
Telephone/Fax:	518-945-0500
Email:	arobinson@empireelectricny.com
FEIN:	
(Federal Employee Identification Number)	87-4451592

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates and hours of labor set forth in the Contract Documents.

SECTION 00 03 70

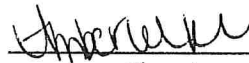
BID
TOWN OF ROTTERDAM
ROTTERDAM TOWN HALL BUILDING RENOVATIONS

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Accompanying this Bid, is a Bid security in the form of a certified check*, cash*, or a bid bond* for the sum of 5% of Bid
(\$) Dollars. In case this Bid is accepted by the Owner, and the undersigned shall fail to execute a contract with and give the required bonds to the Owner within five (5) days after the date of a written notice by the Owner to the undersigned so to do, this Bid security shall be forfeited and will be retained by the Owner as liquidated damages.

Dated September 12, 2023 ** Empire Electric NY LLC

co-partners trading and doing business under the firm name and style of



Signature of Bidder

Print Name of Signer of Bid Amber Robinson

Address PO Box 13082

Albany, NY 12212

* Cross out designations not applicable.

** Insert bidder's name; if a corporation, give the state of incorporation using the phrase "a corporation organized under the law of"; if a partnership, give the name of the partners, using also the phrase "co-partners trading and doing business under the firm name and style of"; if an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of".

END OF SECTION

SECTION 00 03 73

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

1. Contractor/proposer hereby represents that said contractor/proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said contractor/proposer has not:
 - a) 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 liquefied 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; or
 - b) 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.
2. Any contractor/proposer who has undertaken any of the above and 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.
3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:
 - 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 its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b)."

The Owner will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.
4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Owner reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- b) The Owner has made a determination that the goods or services are necessary for the Owner to perform its functions and that, absent such an exemption, the Owner would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the Owner in writing and shall be a public document.


Signature

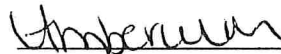
VP
Title

Empire Electric NY LLC
Company Name

September 12, 2023
Date

State of New York)
County of Albany) SS:

On this 12 day of September, 2023, before me personally came and appeared Michael Winkler to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.



END OF SECTION

AMBER MARIE ROBINSON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RO6412356
Qualified in Albany County
My Commission Expires 12-28-2024

**CERTIFICATION OF COMPLIANCE FOR THE
PREVENTION OF SEXUAL HARASSMENT**

Pursuant to State Finance Law §139-l of the State of New York, effective January 1, 2019, where competitive bidding is required for certain public contracts, every bid must contain the following statement affirming that the bidder has implemented a written policy addressing sexual harassment prevention and that the bidder provides annual sexual harassment prevention training, which statement must be signed by the bidder and affirmed by such bidder under the penalty of perjury:

[Please Check One]

BIDDER'S CERTIFICATION

☒ 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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

☐ I am unable to certify that I, or my employer, have implemented a written policy addressing sexual harassment prevention in the workplace. The reason(s) why neither I nor my employer can make such certification is/are:

_____.

Additionally, I hereby certify that I have received a copy of the Sexual Harassment Policy.

The undersigned states: (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

Amber Robinson
Signature

Amber Robinson
Printed Name

CEO
Title

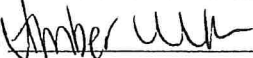
9/12/2023
Date

NON-COLLUSION BIDDING CERTIFICATION

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certifying, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).
- D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Firm: Empire Electric NY LLC

Signed by: Amber Robinson Title: CEO

Signature:  Date: September 12, 2023

Email: arobinson@empireelectricny.com

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

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

The foregoing is a true and correct copy of the resolution adopted by Empire Electric NY LLC corporation at a meeting of its board of directors held on the 12 day of January, 2022.

Amber Robinson

Signature of Secretary



(SEAL OF THE CORPORATION)

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

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

Signature of Individual

Date

**TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE**

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

Name of Firm: _____

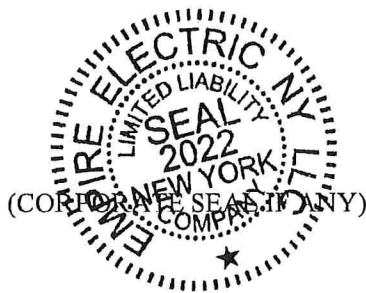
Signed by: _____ Title: _____

Signature: _____ Date: _____

SECTION 00 04 84

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION

1. Contractor hereby certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods).
 - a) Which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any government agency or political subdivision or public benefit corporation.
 - b) In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor certifies through the submitted bid proposal that any and all subcontractors have been informed and are in compliance with the specification's and provisions regarding use of tropical hardwoods as detailed in Section 165 of New York State Finance law.
2. Qualifications for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State. Otherwise, the bid may not be considered responsive. Upon executing this certification the bidder acknowledges that proof of qualifications for exemption are the responsibility of the Contractor to meet with the approval of the state.
3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:
 - 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 its knowledge and belief, wood to be used under this contract award complies with NYS Finance Law Section 165".



FIRM: Empire Electric NY LLC

By: *[Signature]*

Title: VP

STATE OF New York)
) SS:
COUNTY OF Albany)

On this 12 day of September, 20 23, before me personally came and appeared Mike Winkler to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

Amber Marie Robinson

END OF SECTION

AMBER MARIE ROBINSON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RO6412356
Qualified in Albany County
My Commission Expires 12-28-2024

AIA® Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Empire Electric NY, LLC
15 Business Boulevard
Castleton on Hudson, NY 12033

SURETY:

(Name, legal status and principal place of business)

RLI Insurance Company
9025 N Lindbergh Dr.
Peoria IL 61615

OWNER:

(Name, legal status and address)

Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

BOND AMOUNT: Five Per Cent (5%) of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)
Renovations at Rotterdam Town Hall Building

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th

day of September, 2023

Scott Buchholz
(Witness)

Empire Electric NY, LLC
(Principal)

Mike Winkler
(Title) Mike Winkler VP
RLI Insurance Company
(Surety)

Angeliki D. Klein
(Title) Angeliki D. Klein, Attorney-in-Fact



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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September 27, 2023

RESOLUTION NO. 299.23

**TO DECLARE LEAD AGENCY FOR SEQR REVIEW FOR THE CHANGE OF ZONE
FROM TWO-FAMILY RESIDENTIAL (R-2) TO MULTIPLE-FAMILY (R-3) ON TAX
PARCEL #59.6-2-2 KNOWN AS 1696 CRANE STREET**

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 declares the Town Board as Lead Agency under 6NYCRR Part 617 SEQR (State Environmental Quality Review) in connection to the proposed change of zone from Two-Family Residential (R-2) to Multiple-Family (R-3), on ±71,003 square feet of the parcel known as 1696 Crane Street, Tax Map No. 59.6-2-2, to convert a three (3) unit building to a four (4) unit.

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

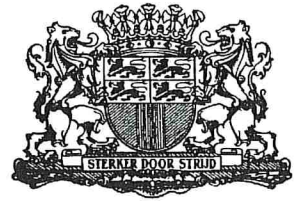
SECTION 3. This resolution shall become effective September 27, 2023.

DATED: September 27, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
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: September 22, 2023

TO: Mollie Collins, Town Supervisor

FROM: Joanne Schillaci, Zoning Officer

TITLE OF REQUEST: Declare Lead Agency on Change of Zone from Two-Family Residential (R-2) to Multiple-Family (R-3)

TOWN BOARD MEETING: September 27, 2023

Background Information: BD Upstate Construction, Inc. (Byron Diaz)
3561 Guilderland Avenue
Schenectady, NY 12306

Change of Zone request on ±71,003 square feet from Two-Family Residential (R-2) to Multiple-Family (R-3) to convert a three (3) unit building to a four (4) unit. Currently, the parcel is known as 1696 Crane Street, Tax Map No. 59.6-2-2.

Evaluation/Analysis: The proposal is a State Environmental Quality Review (SEQR) Unlisted Action and will require environmental review prior to the Town Board making a decision on the request.

Recommendation(s): Town Board should Declare Lead Agency, conduct a coordinated SEQR review and authorize Zoning Officer to distribute all documents in accordance with SEQR.

Attachment/Document(s): Short Environmental Assessment Form (SEAF).

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): 6NYCRR Part 617
State Environmental Quality Review

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
1696-1698 Crane Street - BD Upstate Construction Inc.			
Name of Action or Project:			
1696 Crane Street Town of Rotterdam - Schenectady City School District			
Project Location (describe, and attach a location map):			
1696-1698 Crane Street			
Brief Description of Proposed Action:			
Improve the 1.63 acre site which includes a total rebuild of the 1850 Original structure which contained a 3 unit apartment and small real estate office. The project is a continuation/completion of the new building on the original 1850 foot print. The newly constructed building "only" consists of 3 completed units. The 4th unit is unfinished used as storage and is waiting on the R2 to R3 zoning approval. See attached narrative for recent time lines of town submittals..			
Name of Applicant or Sponsor:		Telephone: 845-309-5223 or 518-280-9284	
BD Upstate Construction Inc. (Byron Diaz)		E-Mail: upstateconstruction@aol.com	
Address:			
3581 Guilderland Avenue			
City/PO:		State:	Zip Code:
Schenectady		NY	12306
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?		NO	YES
If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		☐	☒
2. Does the proposed action require a permit, approval or funding from any other government Agency?		NO	YES
If Yes, list agency(s) name and permit or approval:		☒	☐
3. a. Total acreage of the site of the proposed action?		1.63 acres	
b. Total acreage to be physically disturbed?		See site plan acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		1.63 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
☐ Urban ☐ Rural (non-agriculture) ☒ Industrial ☒ Commercial ☒ Residential (suburban)			
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify): R2 Multi-Family			
☐ Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☒	☐	☐
b. Consistent with the adopted comprehensive plan?	☐	☐	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	☒	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	☒	☐	
b. Are public transportation services available at or near the site of the proposed action?	☐	☒	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☒	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☐	☒	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	☐	☒	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ See site plan for engineered septic system	☒	☐	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	☒	☐	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☒	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	☒	☐	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☒	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☒ Urban ☐ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	☒	☐
16. Is the project site located in the 100-year flood plan?	NO	YES
	☒	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	☒	☐
a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☐
If Yes, briefly describe:		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain the purpose and size of the impoundment:	☒	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe:	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe:	☒	☐
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>BD Upstate Construction Inc. (Byron Diaz)</u> Date: <u>09/07/23</u> Signature: <u>[Signature]</u> Title: <u>President</u>		

PRINT FORM

RESOLUTION NO. 300.23

**TO CALL FOR A PUBLIC HEARING ON THE PROPOSED INTRODUCTORY
LOCAL LAW __ OF 2023; TO AMEND CHAPTER 270, ZONING, OF THE TOWN
CODE, RELATING TO A CHANGE OF ZONE FROM TWO FAMILY RESIDENTIAL
(R-2) TO MULTIPLE FAMILY (R-3)**

WHEREAS, the Town Board passed Resolution No. 281.23 to recognize the introduction of Introductory Local Law __ of 2023; to amend chapter 270, Zoning, of the town code, relating to a change of zone from Two Family Residential (R-2) to Multiple Family (R-3) and referring the same to the Planning Commission for report and recommendation; and

WHEREAS, the Planning Commission, on September 19, 2023 issued a positive recommendation on the change of zone requested by BD Construction with the next step to call for a public hearing; NOW

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

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306, at 7:00 p.m. on the 11th day of October 2023 for the following purpose:

For receipt of comment on the proposed Introductory Local Law No. __ of 2023; to amend chapter 270, Zoning, of the Town Code of the Town of Rotterdam for a change of zone from Two Family Residential (R-2) to Multiple Family (R-3), to convert a three (3) unit building to a four (4) unit.

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

DATED: September 27, 2023

Daily Gazette: Please publish once on September 29, 2023

Town Clerk

Post

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

DATED: September 27, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
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: September 21, 2023

TO: Mollie Collins, Town Supervisor

FROM: Joanne Schillaci, Zoning Officer

TITLE OF REQUEST: Call for a Public Hearing on Change of Zone from Two-Family Residential (R-2) to Multiple-Family (R-3)

TOWN BOARD MEETING: September 27, 2023

Background Information: BD Upstate Construction, Inc. (Byron Diaz)
3561 Guilderland Avenue
Schenectady, NY 12306

Change of Zone request on ±71,003 square feet from Two-Family Residential (R-2) to Multiple-Family (R-3) to convert a three (3) unit building to a four (4) unit. Currently, the parcel is known as 1696 Crane Street, Tax Map No. 59.6-2-2.

Evaluation/Analysis: Planning Commission issued a positive recommendation on September 19, 2023 on the Change of Zone request.

Recommendation(s): Town Board should call for a Public Hearing to be held October 11, 2023.

Attachment/Document(s): Application Materials
Planning Commission Report and Recommendation

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): NYS Town Law Article 16
Proposed Local Law of the Year 2023

LEGISLATION WILL BE PREPARED BY: Supervisors Office



Town of Rotterdam
Office of the Planning Commission

Thomas P. Yuille, Chairman
Peter J. Comenzo, Senior Planner

Telephone (518) 355-7575
Facsimile (518) 355-2725

Resolution Number PC29-2023

Moved by Mr. Collins seconded by Mr. Miglucci
Applicant: BD Upstate Construction, Inc.

**Resolution Adopting a Report and Recommendation on
the Change of Zone Request by BD UPSTATE CONSTRUCTION, INC.**

WHEREAS, the Town Board of the Town of Rotterdam ("Town Board") has received an application from BD Upstate Construction, Inc. ("Owner") for a Change of Zone from Two-Family Residential (R-2) to Multiple-Family (R-3) to convert a three (3) unit building into a four (4) unit. Currently the parcel is known as 1696 Crane Street, Tax Map No. 59.6-2-2; and,

WHEREAS, the Town Board referred the Change of Zone application to the Planning Commission on September 13, 2023 for a report and recommendation thereon; and

WHEREAS, the Applicant, through its representative, Christopher Longo, with Empire Engineering, presented the Change of Zone application to the Planning Commission at its regularly scheduled meeting held on September 19, 2023; and

WHEREAS, the Planning Commission reviewed the proposed Change of Zone at its regularly scheduled meetings held on September 19, 2023; and

WHEREAS, the Planning Commission has deliberated on the proposed Change of Zone;

NOW, THEREFORE, upon motion of Member Collins, seconded by Member Miglucci,

BE IT RESOLVED, by the Planning Commission of the Town of Rotterdam as follows:

1. The Planning Commission hereby adopts the following as its report on the proposed Change of Zone:

The Change of Zone request concerns a parcel known as 1696 Crane Street, Tax Map No. 59.6-2-2. The building was previously in disrepair and originally contained three (3) residential units and plus one (1) office space previously utilized by a real estate agency. During reconstruction efforts by the current owner, it was determined that the existing stone foundation was compromised, the structure was unstable, and demolition was necessary. When the building was reconstructed, it was determined by the Town of Rotterdam Building and Code Enforcement personnel that the applicant could replace the preexisting non-conforming structure with three (3) residential units. The applicant comes before the Planning Commission seeking a report and recommendation to the Town Board to allow for an existing 714 s.f. storage space to be converted into a fourth (4th) residential unit. Numerous parcels surrounding the property contain multi-family dwelling units despite the R-2 and B-2 zoning. For example, the property known as 1704 Crane Street has five (5)

residential units and 1691 Crane Street has four (4) residential units. The property directly adjacent to the applicant's parcel has at least two (2) residential units. The property is served by public water and an on-site septic system. There is sufficient land area to upgrade the existing septic system, if necessary to accommodate the fourth residential unit.

Rezoning the parcel would change the allowable uses to include, the following:

- Multiple-family dwellings;
- Two-family dwellings;
- Churches or similar places of worship, parish houses, convents and community houses;
- Public and private schools;
- Firehouses;
- Public parks, playgrounds and other municipal recreational uses;
- Public libraries and museums;
- Child and infant day-care centers;
- Disturbance on a wetland or watercourse area of any class or in a wetland or watercourse buffer area as defined in this chapter (special use permit);

There would be a change in the required lot area and lot frontage; the current zoning requires not less than 15,000 square feet, with a lot width of not less than 100 feet. The proposed R-3 zoning district would require a minimum lot area of 15,000 square feet, with a minimum lot area of 20,000 square feet, except that buildings or structures with more than four bedrooms shall increase the total lot area by a minimum of 3,000 square feet for each additional bedroom over four.

There would be a change in the yard requirements; the current zoning requires the side yard width to be not less than 10 feet. The proposed R-3 zoning district would require the side yard depth to be not less than 20 feet.

2. Subject to the considerations set forth below in Paragraph 3, the Planning Commission hereby adopts a **positive recommendation** on the BD Upstate Construction, Inc. Change of Zone request for the following reasons:

- The proposed Change of Zone would permit the use of the existing 714 square foot storage space as a fourth residential unit.
- In large part, the surrounding neighborhood is zoned General Business (B-2), and Two-Family Residential (R-2) however, most of the area is developed with multi-family residential properties.
- The proposed Change of Zone would be consistent with the neighborhood and existing land use development in the area.
- The property has retained its character, the new building occupies the previous footprint after reconstruction, and the property is in keeping with the character of the surrounding properties.

3. This recommendation is subject to the following considerations:

Resolution Number PC29-2023

BD Upstate Construction, Inc.

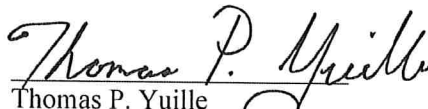
September 19, 2023

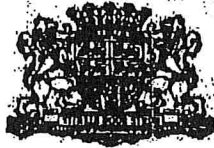
Page 3

- a. Neither a positive recommendation by the Planning Commission, nor any rezoning action taken by the Town Board, should be construed as an approval or other favorable position concerning any proposed conceptual development plan. Any proposed development shall remain subject to full review by the Planning Commission and, as necessary, by the Zoning Board of Appeals.

<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Thomas Yuille	X	
Mark D'Alessandro	X	
Wayne Calder		
Clark Collins	X	
Joseph Miglucci	X	
Lynn Flansburg	X	
Joseph Signore	X	


Peter J. Comenzo
Senior Planner


Thomas P. Yuille
Planning Commission Chairman



TOWN OF ROTTERDAM CHANGE OF ZONE APPLICATION

Application Fee \$1,000

Existing Zone Classification: R-2

Proposed Zone Classification: R-3

**PART II
GENERAL INFORMATION**

Legal Owner's Name: BD UPSTATE Construction Inc - Byron Diaz
Mailing Address: 3561 Guilderland
City: Schenectady State: New York Zip: 12306
Daytime Phone: 845-309-5223 E-mail: upstateconstruction@aol.com

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

Owner's Designated Contact: Byron Diaz

Mailing Address: 3561 Guilderland Avenue
City: Schenectady State: NY Zip: 12306
Daytime Phone: 845-309-5223 E-mail: upstateconstruction@aol.com
Project/Proposal Site Area: (Acres or sq. ft.) 1.63
Assessor Tax Parcel No.(s) of Site: 59.06-2-2
Adjacent Parcels Owned or Controlled and Tax Map Parcel No: (Acres or sq. ft.) _____

Street Address of Proposed Site (if any): 1696 Crane St.

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

Site had 3 units: 1 office in building
The original building was built in the
1850's - 1 garage on site
See Attachment #1

School District: Schenectady

Fire District: District 2

Water Supply: Public

LEGAL INFORMATION

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

The site is approximately 1500 to 2000
feet from Altamont Avenue
See attached map of area

Name of Public Road(s) Providing Access: Crane Street

Width of Property Fronting on the Existing Public Road in Linear Feet: 220'

Does the Proposal Have Access to an Arterial or Planned Arterial?

() Yes (X) No

Name(s) of Arterial Road(s): _____

A legal description of the proposed site must be attached:

(X) Yes () No

A copy of the assessor's map of the proposed site must be attached:

(X) Yes () No

A copy of the most current deed(s) of the proposed site must be attached:

(X) Yes () No

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

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

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

Please see Attachment #1

Does any City officer, employee or family member thereof have a financial interest (as defined by General Municipal Law Section 809) in this application? YES _____ NO _____. If yes, a statement disclosing the name, residence, nature and extent of this interest must be filed with this application.

UTILITIES

Proposed Source of Water:

☐ Individual Wells ☒ Public System ☐ Private Community System
☐ Other, please describe _____

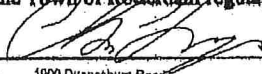
Proposed Means of Sewage Disposal:

☐ Public Sewer ☐ Dry Sewer ☐ Community System ☐
☒ Septic Tank & Leachfield ☐ Other, please describe _____

PART III

SURVEYOR/ARCHITECT/ENGINEER VERIFICATION

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

Signed:  Christopher Longo, PE
Address: 1000 Duaneburg Road
Duaneburg, NY 12058

Date: 8/7/23
Phone: 518-280-1371
Zip: 12058

PLEASE AFFIX SURVEYOR/ARCHITECT/ENGINEER SEAL HERE

LEGAL OWNER SIGNATURE

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

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

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

Name: Byron Diaz
Address: 3561 Guilderland Avenue
Schenectady NY 12306

Date: 09/07/23
Phone: 845-309-5223
Zip: 12306

[Signature]
Signature of applicant or representative

09/07/23
Date

NOTARY

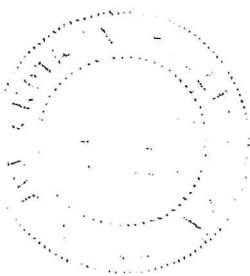
STATE OF NEW YORK ss:
COUNTY OF Schenectady

SUBSCRIBED AND SWORN to before me this 7 day of September, 2023

NOTARY SEAL

Frances Nan Lawyer
Notary Signature

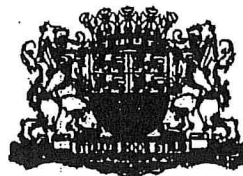
Notary Public in and for the State of New York
Residing at: 1109 Outer Drive
My appointment expires: 10/31/25



PLEASE AFFIX NOTARY SEAL HERE

FRANCES NAN LAWYER
Notary Public, State of New York
Qualified in Schenectady County
4605144
My Commission Expires: Oct 31, _____

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

LETTER FROM PROPERTY OWNER GRANTING AUTHORIZATION TO ACT

A COPY OF THIS LETTER MUST BE SUBMITTED FOR EACH PROPERTY OWNER
INVOLVED

I, Byron Diaz, being duly sworn declare that I am the

(PROPERTY OWNER)

owner of the property involved in a proposed Rezoning application request before the
Town of Rotterdam for property known as parcel number (s):

Tax Parcel Number(s): _____

I hereby grant Chris Longo and/or their agent(s) to act on my behalf.

I further declare that all statements, answers, and information herein submitted is in all respects true and
correct to the best of my knowledge and belief.

Signature (Authorized Representative): [Signature]

Date: 09/07/23

NOTARY

STATE OF NEW YORK) ss:

COUNTY OF Schenectady

SUBSCRIBED AND SWORN to before me this 7 day of September, 2023

NOTARY SEAL

Frances Nan Lawrence
Notary Signature

Notary Public in and for the State of New York

Residing at:

My appointment expires:

1109 Outer Drive
10/31/25

Page 6 of 6

Rotterdam Change of Zone Application
2 23 23

FRANCES NAN LAWYER
Notary Public, State of New York
Qualified in Schenectady County
4605144
My Commission Expires: Oct 31, _____

Attachment #1

Timeline of Town Submittals:

- August 3, 2022, Request for Town approval R2 To R3 Zoning Change.
- August 10, 2022, Town of Rotterdam Department of Public Works response letter citing Local Law No. 1 of year 2022, Apartment Moratorium, returning the application.
- August 22, 2022, Re-submittal of R2 to R3 zoning change request based on requirements of the "Waiver" exception process as defined in Section 5 of Local Law No. 1 of the year 2022. (No Town action taken on this request).

Discussion:

The current zoning for this 1.6-acre parcel is R2. The original dwelling consisted of 3 (1) bedroom apartments along with a small Real Estate office (American Realty) and had a property type of 230 - 3 Family according to the towns assessment database . To correct the non-conforming state of the building an R3 zoning is required to allow a 4-unit dwelling. This section of Crane Street and this parcel is the second to the last parcel (on the left) in the Town of Rotterdam within the City of Schenectady School district.

This section of Crane street is comprised of several non-conforming dwellings. The parcel to the left 1704 consists of 5 units (see mail boxes) , 1691 consists of 4 units and several other parcels on the street consist of 4–5-unit dwellings. The parcel to the right of 1696 Crane, 1690 Crane is an auto repair business (formally Marco Crane) service. The parcel at 1671 Crane (formally Knickerbocker Furniture) is currently used as an auto repair business and auto salvage yard, and an eye sore.

This entire stretch of Crane Street in the town of Rotterdam currently consists of the following zoning types: R1, R2, B2 and I1. The only vacant land parcel is zoned R1 and the remaining parcels are all R2, B2 and I1 zoned according to the town's assessment database.

By approving this request for R3 zoning it will allow the parcel to come in compliance with its previous use as a 3 unit+ building and potentially allow completion of fourth and final unit in the existing newly constructed building. Approval of R3 zoning will not adversely affect the health, safety, and general welfare of the immediate neighborhood, Town of Rotterdam, or the Mohonasen School District.

The previous building was an eyesore and could not be remodeled to meet current building codes and had to be removed and a new building constructed. This was determined by the orderly de-construction of the top floor and determination that the first-floor wall structure could not support the new 2x6 construction of the second floor and roof trusses. Once the first-floor walls were exposed it showed that there was not consistent 16" on center framing wall structure. An engineering review of the basement walls consisted of (stacked stones) and could not meet current standards for total reconstruction of the building. At this point and with consultation with the Town of Rotterdam building department the decision was made to remove the building.

The new building is completed minus the completion of the now un-finished 4th unit. A "CO" has been received from the town for the existing 3 units. This request for approval from R2 to R3 will allow completion of the 4th unit.

The existing new building will more than double the assessed value of the previously assessed building and provide an incentive for other property owners to improve their properties. The Town comprehensive plan modifications should consider a rezoning to R3 of this upper section of Crane street to bring non-conforming parcels into compliance, allow future construction of new dwellings and "clean-up" the parcels in this section of Crane street. This will help to increase the tax base for the town and provide an incentive for other property owners to better maintain their properties.

R 112

Meridian Location Office
12 Cornell Rd
Latham, NY 12110

Dec No 2021-6063

21-6805

TRUSTEE'S DEED

THIS INDENTURE made the 17th day of December, Two Thousand and Twenty-One between Howard J. Spink, as Trustee of the Crane St. Associates Trust dated September 1, 2002 with an address of 2488 W Old State Road, Schenectady, NY 12306, party of the first part,

and

BD Upstate Construction, Inc., a New York Corporation with offices at 3561 Guilderland Avenue, Schenectady, NY 12306,

party of the second part,

WITNESSETH that the Trustees, in consideration of ONE HUNDRED AND THIRTY THOUSAND and no/100 Dollars (\$130,000.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, do hereby grant and release unto the party of the second part, its heirs and assigns all of the Trustees right, title and interest, if any, in and to:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, with the buildings thereon, bounded and described as follows:

BEGINNING at a point in the Town of Rotterdam, County of Schenectady and State of New York, in the Westerly line of Crane Street at a distance of 827.43 feet from the Northerly line of Altamont Avenue, and proceeding thence N 84 degrees - 29' W and along the Northerly line of lands of the Town of Rotterdam a distance of 323.5 feet to a point; thence N 60 degrees 09' E and along the Southerly line of lands of Marco and Dominick a distance of 380.0 feet to a point; thence S 85 degrees - 48' E and continuing along the lands of Marco and Dominick a distance of 33.5 feet to a point; thence S 10 degrees - 34' W and along the Westerly line of Crane Street a distance of 220.0 feet to the point of beginning.

SUBJECT to any enforceable covenants, conditions, restrictions and easements of record.

BEING THE SAME PREMISES conveyed in a deed from Howard Spink to the Crane St. Associates Trust dated September 1, 2002, Howard J. Spink as Trustee, dated December 4, 2012 and recorded December 7, 2012 in the Schenectady County Clerk's Office in Book 1866 of Deeds at Page 422.

TOGETHER with the appurtenances and also all the estate and rights of the said Trustees in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its survivors, heirs and assigns of such survivors forever.

AND said party of the first part covenant that they have not done or suffered anything whereby the

1. **BD Upstate Construction, Inc. – 1696 Crane Street. Report and Recommendation to the Town Board on a Change of zone on ±71,003 square feet from Two Family Residential (R-2) to Multi-Family Residential (R-3). Applicant is proposing to convert an existing ±3,074 square foot three-unit residential building to a four (4) unit residential building. Engineer: Empire Engineering.**

Chairman Yuille: Can you give us an update and where we are going from here with this?

Mr. Longo: Thank you. Christopher Longo, here from Empire Engineering and also with me tonight is the owner, Byron Diaz from BD Upstate.

The application in front of you is for, I guess I will back up a little bit, the history of this is. Byron purchased the property several years ago and intended renovate the existing structure that had multiple units in it and complications throughout that process with foundation walls, first floor walls, so, through coordination with Code Enforcement and the Town, they rebuilt the structure in the same foundation footprint. So, that is what you see now which if you have driven past here you see a nice freshly redone building. I think it looks really good there along Crane Street.

And the reason that Byron is here in front of this Board but really the Town Board is because of the zoning criteria, the existing zoning district is R-2. This is the zoning map. The yellow is the R-2, two family residential. You see the red and white dashing and that is actually B-2, general business even though it's mainly that residential subdivision to the east.

Here on this site, there were three (3) units in the existing building plus a small retail. So, through code enforcement it was determined that they could rebuild and have three (3) residential units in this structure. There is a fourth area in this building that could be used as a residential multi-family unit, I supposed it could be a retail, I'm not really sure who would, it doesn't really fit for a retail use but it could be but that was in the original building. It was three (3) 1-bedroom apartments and a small real estate office. It was American Realty in the past.

What the application is for is to the Town Board to allow a change of zone to multi-family which would be in keeping with the neighborhood even though you have existing zoning districts of R-2 and general business. Byron had submitted an attachment with his application, there are numerous units adjoining this parcel that are multi-family existing. So, there is several non-conforming structures around the area. This fourth unit would still be in keeping with that character of the neighborhood, however, in order to occupy that fourth unit, Byron would need a change of zone to R-3, multi-family.

As I mentioned, the building has been reconstructed. There has been a parking lot reconstructed and there is plenty parking available for that unit as well. I will entertain any questions you may have.

Chairman Yuille: I'm not sure what the history of the building is but it probably started out as a one family house and then got added onto and not with any change of zone or anything it went to somebody bought it and put a couple of apartments up and then the unit downstairs, not the current owner, but previous owners. The only thing that I would recommend is if you are going to do because I know there was a discussion about wanting to put another building in there, we talked about a sewer line and that type of thing, if you come back with that, the Codes have changed now. We have stricter codes where if you start to do something without a building permit there is some pretty hefty fines that go along with that and doubling of permits. So, you want to make sure you come through the building department and refer it to the Planning Commission for whatever you are going to do.

Let me open it up and we will see where we are going from here.

Mr. Miglucci, anything?

Mr. Miglucci: It looks pretty cut and dry to me it is just a change of zone. It looks pretty simple to me. I really don't have any questions.

Chairman Yuille: Are you saying yes on that?

Mr. Signore?

Mr. Signore: I'm good.

Chairman Yuille: Do you have a reason why you are good with it? It would be helpful to have a reason.

Mr. Signore: It is within the character of what is there already.

Chairman Yuille: Mrs. Flansburg?

Mrs. Flansburg: It took me a minute about who you were. My grandfather actually owned Marco Crane Company so I am really familiar with this building because it was next door growing up and it was always in disrepair. It looks amazing right now and if you have ever been anywhere across the street in the white building, there is like 6 or 8 apartments in there. There are apartments everywhere. I think it definitely fits with the character of the what is around it and I think Marco Crane or the shop that is there now, if it's not industrial it should be. I have no issue with it. I think he has done a great job with what he has done so far. Obviously follow all of the building codes and rules are and getting the proper permitting, but I think he's done an excellent job so far and I think it would fit with there if he was looking to put in a fourth unit.

Chairman Yuille: Mr. Collins?

Mr. Collins: I think it's a good fit for there. Like you stated, there are apartments across the street and next door there is a five unit. The building does look exceptionally nice and better than it was. I am very pleased with it. Like Mr. Yuille stated, in the future if you decide to do something, go through the proper channels and it will be easier on everybody. I am good with it.

Chairman Yuille: Mr. D'Alessandro?

Mr. D'Alessandro: I'm fine with it. I have to say you did a really nice job redoing everything and it looks great. That is all that I have.

Chairman Yuille: The building looks great. I don't have a problem with it going to four (4) units because obviously if you look at it you would say it's a four (4) unit building and the other one just had a lower wing sticking out on the side and I understand because I was talking to the building inspector today about when it was started to take it down, it started to fall apart. You took everything down. They took the foundation and everything out.

Mr. Longo: Correct. The foundation was laid up stone, I believe. So, the ruling or the determination was that it could go in the same footprint of the foundation but everything is new build.

Chairman Yuille: It looks good. The only thing is the current septic system is behind the building.

Mr. Longo: Yes.

Chairman Yuille: If they did put another building, they would have to put it up in front or we did have a meeting about running a sewer line, but you never got back to us on it so, I assumed that it was not cost effective.

Mr. Longo: Correct. A sewer is definitely cost prohibitive here for whatever additional yield that this property could have. Again, it's not the application, any application there this Board would certainly have to see depending on the zone, but that, there is a slew of things that could happen in the future, but yes, this structure here is supported by the septic just one more small building probably still doesn't bring a sewer project over the hill. Unless there was a serious thing going on with the neighborhood where there were some failures and such, I don't see that the sewer would happen here.

Chairman Yuille: I don't either. I agree with you.

Anybody in the audience that has a question or comment about the project? It's not a public hearing, but I thought I would give you an opportunity.

Ms. Heinel, do you have anything to add?

Ms. Heinel: Do you know how many of the properties around you have multi-family structures in them?

Mr. Longo: There is 1704 Crane has 5 units, 1691 has 4, 1696 and then 1690 is the auto repair. At least two (2) directly adjacent and then other parcels on the street adjoining have four (4) and five (5) unit dwellings as well.

Mr. Collins: There is also an apartment house right on Crane Street to the right that has like six (6) units and you have the carport in the back. There is quite a few over there.

Ms. Heinel: What type of tenants are you looking to rent to? Are you going to do any restrictions on who can lease/rent or otherwise or for ages or anything like that?

Mr. Diaz: No restrictions.

Mr. Longo: Market grade if you will.

Ms. Heinel: Do you know what you are looking for the rent cost to be for those apartments?

Mr. Diaz: Around \$1,400.

Ms. Heinel: You have septic. Do you have public water?

Mr. Longo: Public water and septic.

Ms. Heinel: Those are all my questions.

Chairman Yuille: Mr. Comenzo?

Mr. Comenzo: No comments, Mr. Chairman.

Chairman Yuille: At this point, I would entertain a motion for positive recommendation.

Mr. Collins: I will make that motion, Mr. Chairman.

Chairman Yuille: Mr. Collins made the motion. Do I have a second?

Mr. Miglucci: I'll second.

BD Upstate Construction, Inc.

Chairman Yuille: Mr. Miglucci seconds the motion. Are there any questions? Please call the vote.

Marlo Carter: Mr. Collins?

Mr. Collins: Yes.

Marlo Carter: Mrs. Flansburg?

Mrs. Flansburg: Yes.

Marlo Carter: Mr. D'Alessandro?

Mr. D'Alessandro: Yes.

Marlo Carter: Mr. Signore?

Mr. Signore: Yes.

Marlo Carter: Mr. Miglucci?

Mr. Miglucci: Yes.

Marlo Carter: Chairman Yuille?

Chairman Yuille: Yes.

Motion carried.

Meeting adjourned at 7:57 p.m.

Motion to adjourn the meeting was made by Mr. Collins and Mr. D'Alessandro seconded the motion.

Next meeting scheduled for October 3, 2023

Respectfully Submitted,

Marlo L. Carter
Planning Commission Secretary

RESOLUTION NO. 301.23

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON AND
LOGUDICE FOR DESIGN SERVICES FOR THE INSTALLATION OF A NEW
GARAGE DOOR AND OPENING INSIDE THE WATER DISTRICT NUMBER 5
GENERATOR BUILDING**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Barton & Loguidice (B&L), located at 10 Airline Drive, Albany, NY 12205, for design services and preparation of construction documents related to new improvements at the Water District Number 5 Generator Building, located at 49 Rice Road, Schenectady, New York 12306, in the amount not to exceed seven thousand five hundred and 00/100 (\$7,500.00) dollars.

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

DATED: September 27, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
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: September 22, 2023

TO: Town Board

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

TITLE OF REQUEST: To authorize the Supervisor to enter an Agreement with Barton & Loguidice (B&L) to provide design services for installation of a new garage door and opening inside the Water District Number 5 Generator Building for access to the fuel tank.

TOWN BOARD MEETING: September 27, 2023

Background Information: Access to the existing fuel tank inside the building is currently very difficult and by adding an overhead garage door, removal of the tank can be easily accessible along with any other maintenance work that needs to be done in that area. Also, with a new opening inside the building, access to the tank can be provided without the need to open the future garage door.

Evaluation/Analysis: The cost provided by B&L appears to be reasonable for the level of effort needed to perform the work.

Recommendation(s): I recommend that the Town Board approve the cost for providing engineering services for the lump sum amount of \$7,500.00.

Attachment/Document(s): See proposal from B&L.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

July 28, 2023
Rev#1, 09/21/23

Fred C. Mastroianni, PE
Town Consulting Engineer
Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, New York 12306

Re: Water District Number 5
Building Modifications
for Proposal for Design Services

Dear Fred,

Thank you for the opportunity to prepare this proposal for preparation of construction documents related to new improvements at the Water District Number 5 Generator Building. This project location is at the Water District Number 5 facilities, located at 49 Rice Road, Schenectady, New York 12306.

Project Understanding:

Task 1 – Generator Building

We understand the project scope is to design the installation of a new 8' high x 8' wide garage door (roll-up), and also to create a new man door opening inside the building 4' wide and 8' high.

Scope of Services:

Per our conversations, and site visit on July 18, 2023, we understand that our scope of services is to prepare basic design drawings for the above proposed tasks. Our scope of services will be limited to architectural and structural design only. No mechanical, plumbing, electrical, fire protection, or site design services are included. Project specifications will be on the drawings, and no book spec will be provided as you will prepare a book spec. B&L has excluded construction administration services from this proposal, and, it is understood that the Town of Rotterdam will be handling Bidding and Construction Administration Services themselves.

Task 1 – Generator Building

As requested, we shall prepare construction documents for the new work for Task 1 as follows:

1. Existing Condition Field Measuring and Documentation.
2. Construction Documents shall including the following:
 - a. Code Review Plan.
 - b. Demolition Floor Plan.
 - c. New Work Plan.
 - d. Room Finish and Door Schedule.
 - e. Interior Elevations and Details as required for the new work.



- f. Miscellaneous Details required for the new work.
 - g. Specification will be provided on the construction drawings (no book specification will be provided).
- 3. Bidding and Construction Administrative services during construction are not included in this proposal.
- 4. Meetings & Site Visits:
 - a. B&L will provide One (1) in-person site visit to verify existing condition, and verify the town program.
 - b. B&L will provide web meetings to review the documents with the town at:
 - i. 90% completion to review final town comments prior to final delivery of the completed documents.

Fee Summary:

We are prepared to provide the above outlined services as a Lump Sum fee as follows:

PROJECT PHASE SERVICE	FEE
Task 1 – Generator Building	\$ 7,500

Exclusions and Assumptions:

- 1. The Town does not have an updated survey, original drawings, and as-built drawings of the buildings requiring an existing conditions site visit to measure and document existing conditions.
- 2. If requested, the Town shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Work. B&L shall be entitled to rely on the accuracy and completeness of the Town's information.
- 3. Items that are excluded from our proposal, or which may be considered additional services, or are considered Town expenses, shall include, but not be limited to:
 - a. Fees paid for securing approval of State & Federal authorities having jurisdiction over the project.
 - b. Life Cycle Cost Analysis for systems alternatives.
 - c. FF&E and moveable equipment selections and specifications.
 - d. Special Inspections are by others.
 - e. LEED Goals are not included, including U.S. Green Building Council LEED Certification or Commissioning.
 - f. Services associated with the identification, design or remediation of lead, asbestos, mold or other hazardous environmental aspects are excluded from this scope of work.
 - g. Specification will be provided on the construction drawings (no book specification will be provided).
 - h. Comcheck, energy modeling, commissioning and testing of systems is excluded.

Fred Mastroianni, Town Consulting Engineer
Town of Rotterdam
Water District 5 Proposal
July 28, 2023
Rev#1, 09/21/23



Additional Services:

In the event additional services should be requested on this project, beyond the above outlined scope, we shall perform such services based on our standard hourly fee structure, and/or prepare an itemized cost proposal at that time, followed by authorization by the Client.

Our services include architectural and structural design services. These services will be provided solely by Barton & Loguidice Engineers and Architects, PLLC. ('B&L').

Thank you for the opportunity to submit this proposal. If you should have any questions or comments regarding this information, please feel free to contact me directly.

If the aforementioned meets with your approval, please sign the authorization below and return to me at your earliest convenience.

Client Authorization:

Client:		Architect:	Barton & Loguidice Engineers & Architects, PLLC
Printed Name:		Prepared By:	Timothy R. Bivens, AIA
Title:		Title:	Vice President
Signature:		Signature:	
Date:			

RESOLUTION NO. 302.23

**TO AUTHORIZE CHANGE ORDER 4A FOR CONTRACT 1 OF THE SALT STORAGE
& YARD WASTE PROCESSING FACILITY PROJECT**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute Change Order 4a, with AMZ Construction Services, Inc., located at 1234 Main Street, PO Box 232, Rotterdam Junction, NY 12150, to extend the contract time of substantial completion to November 17, 2023, and final payment date to January 16, 2024, for Contract No. 1, General Construction on the Salt Storage & Yard Waste Processing Facility project.

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

DATED: September 27, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
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: September 22, 2023

TO: Mollie Collins, Town Supervisor

FROM: Larry Lamora, Highway Superintendent

TITLE OF REQUEST: Authorize Change Order for AMZ Construction Services, Inc. for Extension of Completion of 67 days.

TOWN BOARD MEETING: September 27, 2023

Background Information: The Salt Storage Facility, Project No. 904.35.002, general construction contract with AMZ Construction Services, Inc., has a substantial completion date of September 11, 2023, and ready for final payment date of November 10, 2023.

Evaluation/Analysis: Change Order needs to be authorized by the Town Board for an extension of completion date and ready for final payment date of 67 days. Extending the completion date to November 17, 2023 & the ready for final payment date to January 16, 2024.

Recommendation(s): Authorize the Supervisor to sign Change Order #4a for each, the general construction (AMZ Construction Services, Inc.).

Attachment/Document(s): Change Order for AMZ Construction Services, Inc. dated September 27, 2023.

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): None

LEGISLATION WILL BE PREPARED BY: Supervisors Office

RESOLUTION NO. 303.23

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

DATED: September 27, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

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

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

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

Prepared by



Issued and Published Jointly by



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

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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

THIS IS AN AGREEMENT effective as of September 27, 2023 ("Effective Date") between
Town of Rotterdam ("Owner") and
Barton & Loguidice, D.P.C. ("Engineer").

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

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

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

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

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

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

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

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

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

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

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

6.04 *Electronic Transmittals*

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

6.05 Insurance

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

6.06 *Suspension and Termination*

A. *Suspension:*

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

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

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

whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

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

6.07 *Controlling Law*

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

6.08 *Successors, Assigns, and Beneficiaries*

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

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

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

6.10 *Environmental Condition of Site*

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

6.11 Indemnification and Mutual Waiver

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

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
- B. *Day*:
1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses – **Design Services will be Lump Sum; Construction services will be Time + Expenses.**
- D. **Exhibit C, Payments to Engineer for Services and Reimbursable Expenses – Standard Hourly Rates.**
- E. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- F. Exhibit E, Notice of Acceptability of Work.

- G. Exhibit F, Construction Cost Limit. **Not Included.**
- H. Exhibit G, Insurance.
- I. Exhibit H, Dispute Resolution.
- J. Exhibit I, Limitations of Liability.
- K. Exhibit J, Special Provisions. **Not Included.**
- L. Exhibit K, Amendment to Owner-Engineer Agreement.
- M. Exhibit L, RUS Bulletin 1780-26, Exhibit C. **Not Included.**
- N. Exhibit M, NYSEFC Program Requirements and Bid Packet for Non-Construction Contracts.
- O. **Scope of Service.**

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

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

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

Owner: **Town of Rotterdam**

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

By: _____

By: _____



Print name: **Mollie A. Collins**

Print name: **Donald H. Fletcher**

Title: **Town Supervisor**

Title: **Senior Vice President**

Date Signed: _____

Date Signed: **September 22, 2023**

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

075248

State of: **New York**

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

1100 Sunrise Boulevard

Rotterdam, New York 12306

443 Electronics Parkway

Liverpool, New York 13088

Designated Representative (Paragraph 8.03.A):

Mollie A. Collins

Designated Representative (Paragraph 8.03.A):

John F. Brusa

Title: **Town Supervisor**

Title: **President**

Phone Number: **518-355-7575 Ext 393**

Phone Number: **315-457-5200**

E-Mail Address: **mcollins@rotterdamny.org**

E-Mail Address: **jbrusa@bartonandloguidice.com**

This is **EXHIBIT A**, consisting of **18** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 27, 2023.

Engineer's Services

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

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

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

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

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

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

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

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

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

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

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

A1.02 Preliminary Design Phase

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

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

Preliminary Design Phase deliverables include:

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

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

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

revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

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

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

A1.04 *Bidding or Negotiating Phase*

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

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

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

A1.05 Construction Phase

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

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

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

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

Exhibit A – Engineer's Services

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Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

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

Exhibit A – Engineer's Services

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

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Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
 23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 24. ~~*Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:~~
 25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
 26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase

services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative Services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract. **The estimated fee for Construction Phase services is based on an estimated 9 month duration of construction commencing immediately upon completion of Bidding or Negotiating Phase services.**

A1.06 *Post-Construction Phase*

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

PART 2 – ADDITIONAL SERVICES

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

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

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

Exhibit A – Engineer's Services

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requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. ~~Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.~~
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or

related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

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

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

Other Additional Services – See A2.02 below

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

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

Exhibit A – Engineer's Services

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 27, 2023.

Owner's Responsibilities

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

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

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

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

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

This is **EXHIBIT C**, consisting of **2** pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated September 27, 2023.

Payments to Engineer for Services and Reimbursable Expenses

COMPENSATION PACKET BC-1: Basic Services – Lump Sum

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

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

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

1. A Lump Sum amount of **\$ 557,900** based on the following estimated distribution of compensation:

- a. ~~Study and Report Phase~~
~~Preliminary Engineering Report~~ **\$ _____**
- b. Preliminary Design Phase **\$ 78,200**
- c. Final Design Phase **\$ 419,200**
- d. Bidding and Negotiating Phase **\$ 60,500**
- e. ~~Construction Phase~~ **\$ []**
- f. ~~Post-Construction Phase~~ **\$ []**

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges):

5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

Exhibit C – Compensation Packet BC-1: Basic Services (other than RPR) – Lump Sum Method of Payment

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- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding [15] months. If such period of service is extended, the compensation amount for Engineer's services ~~shall~~ **may** be appropriately adjusted.

This is **EXHIBIT C**, consisting of **3** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 27, 2023

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 *Compensation For Basic Services (other than **Study and Report Phase, Preliminary Design Phase, Final Design Phase, Bidding or Negotiating Phase and Resident Project Representative**) – Standard Hourly Rates Method of Payment*

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

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
4. The total compensation for services under Paragraph C2.01 is estimated to be **\$ 609,700** based on the following estimated distribution of compensation:

a. Study and Report Phase	\$[]
b. Preliminary Design Phase	\$[]
c. Final Design Phase	\$[]
d. Bidding or Negotiating Phase	\$[]
e. Construction Phase	\$ 463,900
f. Post-Construction Phase	\$ 5,000
g. Additional Services	\$140,800

Exhibit C – Compensation Packet BC-2: Basic Services (other than RPR) – Standard Hourly Rates Method of Payment.

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5. Engineer may alter the distribution of compensation between individual phases of the work noted herein, **including Standard Hourly Rate Basic Services, Additional Services, and Resident Project Representative Services**, to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.
6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (**as of January 1st**) to reflect equitable changes in the compensation payable to Engineer.

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, ~~the latter multiplied by a factor of []~~.

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.15**.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates

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

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$443,500** based upon full-time RPR services **for 5 days a week** on an **45** hour workday, Monday through Friday, over a **15 month** day construction schedule.

B. **Compensation for Reimbursable Expenses:**

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix ~~1~~ **2** to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, ~~the latter multiplied by a factor of []~~.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of **January 1st**) to reflect equitable changes in the compensation payable to Engineer.
5. **Engineer may alter the distribution of compensation between individual phases of the work noted herein, including Standard Hourly Rate Basic Services, Additional Services, and Resident Project Representative Services, to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.**

Exhibit C – Compensation Packet RPR-2: Resident Project Representative Services—
Standard Hourly Rates Method of Payment.

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C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates

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

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, ~~the latter multiplied by a factor of []~~.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of **January 1st**) to reflect equitable changes in the compensation payable to Engineer.
5. **Engineer may alter the distribution of compensation between individual phases of the work noted herein, including Standard Hourly Rate Basic Services, Additional Services, and Resident Project Representative Services, to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.**

C. *Other Provisions Concerning Payment for Additional Services:*

Exhibit C – Compensation Packet AS-1: Additional Services –
Standard Hourly Rates Method of Payment.

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1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 27, 2023.

Summary of Fees & Reimbursable Expenses Schedule

<u>Description of Service</u>	<u>Amount</u>	<u>Basis of Payment</u>
1 <u>Study and Report Phase Services</u>		
a. Preliminary Engineering Report (initial authorization)	\$—	Lump Sum
2 <u>Basic Services (requires authorization):</u>		
a. Preliminary Design Phase	\$138,700	Lump Sum
b. Final Design Phase	\$825,100	Lump Sum
c. Bidding Phase	\$93,300	Lump Sum
d. Construction Phase	\$463,900	Hourly
e. Post-Construction Phase	\$5,000	Hourly
3 <u>Additional Services (requires authorization):</u>		
a. Subcontract Administration	\$0	Hourly
b. Subcontracted Services	\$140,800	Hourly
4 <u>Resident Project Representative (requires authorization):</u>	\$443,500	Hourly
TOTAL ESTIMATED CONTRACT AMOUNT	\$2,110,300	

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are **in accordance with the standard billing rates in effect at the time services are performed. Current billing rates are delineated in the "Barton & Loguidice, D.P.C., Billing Rates Schedule for 2023" attached hereto.**

This is **Appendix 2 to EXHIBIT C**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 27, 2023.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement **are in accordance with the standard billing rates in effect at the time services are performed. Current billing rates are delineated in the "Barton & Loguidice, D.P.C., Billing Rates Schedule for 2023" attached hereto.**

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 27, 2023.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

Exhibit D - Resident Project Representative.

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4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile

numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).
- D. Resident Project Representative shall not:
 - 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - 8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of two pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 27, 2023.



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

Owner

And To:

Contractor

From:

Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated September 27, 2023, and the following terms and conditions of this Notice:

Exhibit E – Notice of Acceptability of Work.

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CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT G**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 27, 2023.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: **\$100,000**
 - 2) Bodily injury by disease, each employee: **\$100,000**
 - 3) Bodily injury/disease, aggregate: **\$500,000**
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): **\$1,000,000**
 - 2) General Aggregate: **\$2,000,000**
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: **\$1,000,000**
 - 2) General Aggregate: **\$1,000,000**
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$1,000,000
- f. Professional Liability --
 - 1) Each Claim Made **\$1,000,000**
 - 2) Annual Aggregate **\$1,000,000**
- g. Other (specify):

2. By Owner:

- a. Workers' Compensation: Statutory

Exhibit G – Insurance.

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b. Employer's Liability --

- | | |
|--|-----------|
| 1) Bodily injury, Each Accident | Unlimited |
| 2) Bodily injury by Disease, Each Employee | Unlimited |
| 3) Bodily injury/Disease, Aggregate | Unlimited |

c. General Liability --

- | | |
|---|-------------|
| 1) General Aggregate: | \$2,000,000 |
| 2) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |

d. Excess Umbrella Liability

- | | |
|-----------------------|-------------|
| 1) Per Occurrence: | \$2,000,000 |
| 2) General Aggregate: | \$4,000,000 |

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000

f. Other (specify):

B. Additional Insureds:

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

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

b. _____
Engineer's Consultant

c. _____
Engineer's Consultant

d. _____
[other]

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

Exhibit G – Insurance.

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This is **EXHIBIT H**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 27, 2023.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

- A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by **a mutually acceptable mediator**. Owner and Engineer agree to participate in the mediation process in good faith **and to share the cost of the mediation equally**. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.
- B. **If a dispute involves a claim by Engineer for payment of fees and the parties fail to resolve the dispute through negotiation then Engineer may seek to have its claim for fees resolved by a court of competent jurisdiction in Schenectady County without first participating in mediation.**

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. ~~If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$[].~~
2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project,

- B. *Indemnification by Owner:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use

resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 27, 2023.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

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

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

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

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

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

OWNER:

ENGINEER:

By: _____
Print
name: _____

Title: _____

Date Signed: _____

By: _____
Print
name: _____

Title: _____

Date Signed: _____



702.4771
RAR
9/22/2023

Exhibit O
Town of Rotterdam
Water System Improvements Project

Preliminary/Final Design, Permitting, Bidding and Construction Phase
Scope of Services

Project Understanding

According to the preliminary engineering report entitled "Rotterdam Water System Improvements", dated September 2022, Revision One (1), Alternative Number One (1) was selected by the Town and was defined as High Priority Distribution System Improvements. This alternative includes distribution system improvements and well field improvements for Water District No. 5 that the Town identified as the highest priority replacements and improvements within the water system.

High Priority Distribution System Improvements include:

- Installation of Well No. 6 with a Well House.
- Approximately 9,890 linear feet of 30-inch ductile iron water main replacing the existing 20-inch transmission main from the Rice Road well field along West Campbell Road, Burdeck Street, and North Thompson Street.
- Approximately 5,230 linear feet of 16-inch ductile iron water main replacing the existing 8-inch and 12-inch existing water main on Altamont Avenue.
- Approximately 1,170 linear feet of 12-inch ductile iron water main connecting the existing 10-inch water main on Carman Road to the Whispering Pines area, which has a 360 Linear Foot New York State Thruway Crossing
- Approximately 2,280 linear feet of 12-inch ductile iron water main replacing the existing 8-inch water main on Helderberg Avenue connecting to the existing water main near the intersection with Bayberry Road to the intersection with Curry Road.
- Five (5) 6-inch main line gate valves to replace the existing inoperative mainline valves located on Parklawn Avenue, Robinwood Avenue and Pinelawn Avenue.
- Two (2) 8-inch main line gate valves to replace the existing inoperative mainline valves located on Cedarlawn Avenue.
- Three (3) 20-inch main line gate valves to replace the existing inoperative mainline valves located on Willow Street, Beverly Street, and Curry Road.
- Thirteen (13) 30-inch main line butterfly valves, replacing the existing 24-inch mainline valves.
- Seven (7) 16-inch mainline gate valves, replacing the existing 12-inch mainline gate valves.



1.0 Preliminary Design Phase

Three (3) prime construction contracts are:

Contract No. 1 – Valve & Hydrant Replacements

Contract No. 2 – Well 6 System Addition

Contract No. 3 – Water System Improvements – Watermain Replacements

1.1 Preliminary Design Phase services will generally include:

- A. B&L will attend a kickoff meeting with Town Officials and staff to discuss the project, in particular, the scope of work, project schedule, project budget, and define lines of communication. Further, B&L would gather pertinent information from the Town, such as water service information, and Town standards for water system components to progress the project forward.
- B. B&L has prepared and submitted a DWSRF and WIIA application. The Town has indicated if they are awarded a WIIA grant then they would like to utilize NYSEFC's DWSRF financing for the remainder of the project costs. B&L will continue to assist the Town with additional co-funding opportunities to develop the plan of finance for the project. This will consist of assisting the Town in the completion of State and Federal co-funding applications as well as the submission of all other supporting documentation that is required for the applications and financing. B&L is required to comply with the DWSRF program requirements, which includes provisions for Equal Employment Opportunity (EEO) and Minority & Women Business Enterprise (M/WBE) Programs. B&L will gather, complete, and submit forms and documentation required under the program. Included with this proposal is the Mandatory State Revolving Fund Terms and Conditions for Contracts Funded with the NYS Clean Water State Revolving Fund or Drinking Water State Revolving Fund for Construction and Non-Construction Contracts.
- C. B&L will attend progress meetings with the Town at 60% and 95% design completions to review the Contract Documents. B&L will submit Contract Documents to the Town prior to the progress meetings to enable the Town to review and comment. At the 95% progress meeting, B&L will also provide the Town with our engineer's final opinion of probable project cost.
- D. Perform subsurface investigations (soil bores) to assess construction conditions and bedrock profile along the proposed water main corridors
- E. Field edit the aerial photos obtained for survey mapping.
- F. Coordinate with the New York State Office of Parks, Recreation and Historic Preservation (NYSOPRHP).



- G. Assist the Town and Town Attorney with owner negotiations for easements/ acquisitions and preparing preliminary site maps for discussions.
- H. Perform wetland delineations and develop a delineation report involving impacts during construction activities within or in the proximity of both State and Federal wetlands.
- I. Assist the Town with the NYSDEC, NYSDOT, SCDOH, and NYSDOH coordination, applications and approvals.

1.2 Subsurface Investigations

B&L will retain the services of a qualified soils subcontractor to complete geoprobes/soil borings along the routing of the proposed water mains. Geoprobe/soil boring logs documenting subsurface conditions will be prepared for use in the design and bidding phase of the project. Soil Borings would be made to a depth of 10 feet or auger refusal, whichever is less, at intervals of approximately 1,000 feet. At project sites where directional drilling or boring is expected geotechnical borings will be made to a depth of 25 feet or auger refusal, whichever is less; these project sites will include road, and stream/river and wetlands crossings. Continuous split spoon sampling will be performed. If additional geoprobes or soil borings are needed B&L can provide the additional services under separate authorization by the Town Board.

Fee Allowance: As a subcontracted service, a subcontractor allowance of \$56,200 has been included for the soil borings. We intend to utilize Atlantic Testing Laboratories (ATL), a WBE firm will be utilized to meet DWSRF M/WBE utilization goals.

1.3 Corridor Survey and Base Mapping

B&L will contract with our subconsultant to complete topographic land surveys and research easements. While the proposed water mains and valve replacements are generally known, B&L believes it is prudent to include these services for this project. It is anticipated that additional permanent or temporary easements will only be required at three of the project locations; the backlot across Schenectady WTP to I-890, the backlot from I-890 under the electric transmission lines and across the Great Flats Nature Trail area to Putnam Road at West Campbell Road, and the Carman Road project area: Thruway to the vacant land north of Rosedale Way, future Whispering Pines Development. B&L anticipates a cost of \$5,750 for title and easement services. It is B&L's understanding that the Town would like to place the new water mains and valves in the public ROW or within existing easements. If additional easements are warranted, then those fees will be negotiated prior to service.

Fee Allowance: As a subcontracted service, a subconsultant allowance of \$53,600 has been included for topographic survey and easements. Paul Olszewski Land Surveying and 3D Scanning, aSDVOB firm, will be utilized to meet DWSRF M/WBE/SDVOB utilization goals.



1.4 Pipeline Alignment and Site Visits

B&L staff will conduct site visits to the Project area as follows:

- Base Map Field Edit - Conduct a field edit of survey base mapping along the proposed water main alignments in consideration of existing utilities, structures, wetlands, constructability, etc.; a total of six (6) site visits are anticipated for the:
 1. 30-inch main replacement on Rice Road down to North Thompson Road,
 2. 16-inch main replacement on Altamont Avenue,
 3. 12-inch replacement on Helderberg Avenue,
 4. 12-inch replacement on Carman Avenue,
 5. Well 6 site, and
 6. Various valve replacements throughout the Town.

1.5 Wetland Delineations and Species Habitat Assessment

The proposed water system improvements for this alternative are not located within 100 feet of any NYSDEC-mapped wetlands. The distribution improvements intersect two NYSDEC-mapped streams including a tributary to Normans Kill, and a tributary to the Mohawk River. These streams are also mapped by the USFWS NWI. A wetland delineation will be completed to identify the boundaries of wetlands and surface waters within the project area.

1.6 Cultural Resources Survey (CRS)

Archeological Investigations – At this time it is known that the New York State Office of Parks, Recreation, and Historic Preservation (OPRHP) will require an Archeological Survey Phase 1A study for the project. A Phase 1B is not included in this proposal. Should OPRHP require a Phase 1B Archeological Survey, B&L can provide the additional services under separate authorization by the Town Board.

Fee Allowance: As a subcontracted service, a subcontractor allowance of \$11,000 has been included for the Phase 1A CRS. Hudson Mohawk Archaeological Consultants, LLC, a WBE, firm will be utilized to meet DWSRF M/WBE utilization goals.

2.0 **Final Design Phase**

- 2.1 B&L will prepare final Contract Documents that will include Contract Drawings, technical specifications, and contractual/administrative requirements. The specifications will include requirements for Drinking Water State Revolving Fund (DWSRF) through the New York State Environmental Facilities Corporation (EFC), Minority and Women's Business Enterprises and Equal Employment Opportunity criteria and applicable New York State wage rates. Designs will be prepared to meet NYSDOH design standards as defined in *Recommended Standards for Water Works*, by Great Lakes Upper Mississippi River Board of State Public Health & Environmental Managers (i.e., "10 States Standards"), excepting variations approved by NYSDOH.



Three (3) sets of Contract Documents for letting three (3) prime contracts are proposed as delineated above. The project will be bid and constructed in accordance with General Municipal Law.

Contract Specifications: General conditions, bid pages, wage rates, additional instructions, funding requirements, and technical specifications needed for competitive bidding.

Technical Specifications will be prepared using B&L's modified EJCDC (Engineers Joint Contract Documents Committee) standard format. Technical Specifications will identify the quality standard for materials to be incorporated into the work, and will outline critical material handling and installation requirements for the project.

Project Design Plans, Specifications and Contract Documents will be prepared in accordance with current local, State and Federal codes, standards and regulations. Contract Documents will be prepared for the prime contract as required under New York State laws as outlined above. B&L will progress the design of Contracts to the following milestones, at which time B&L will provide a set of progress plans and conduct a design review meeting with the Town Board for the appropriate stage of completion. The following items will be completed by each milestone:

Design Meetings:

- a. 50% Design Completion:
 - Contract Drawings developed to 50% completion
 - Base mapping, field edits, elevation surveys completed
 - Water main alignments developed
 - Easement discussions based on preliminary layout
 - Subsurface Investigations completed
 - Wetlands delineation/species habitat reports completed
 - Draft Technical Specifications prepared
 - Basis of Design report completed
 - 50% Engineer's opinion of probable construction cost
- b. 95% Design Completion:
 - Final technical specifications completed
 - Bidding and Contract Documents completed
 - Final Basis of Design Report completed
 - Contract Drawings completed, signed/stamped and ready for regulatory review/approval prior to bidding (with Owner's comments addressed)
 - Permit applications (Joint NYSDEC/USACOE, DOT, DOH, EFC) submitted
 - 95% engineer's opinion of probable construction cost



B&L will respond to comments generated during Town review as appropriate, and prepare final (100%) documents for regulatory review (NYSDEC, NYSDOH, SCDOH, NYSDOT and NYSEFC). B&L will address regulatory agency comments as appropriate in the final documents prior to bidding (as applicable).

B&L will attend up to two (2) design progress meetings with the Project Committee, generally at the 50% and 95% project completion milestones. One of these meetings may serve as a Workshop session with regulatory and funding agencies to review the Project Basis of Design and answer any questions each may have.

2.2 Permit Applications and Approvals

B&L will prepare applications and submit plans and specifications to appropriate regulatory and/or funding agencies to secure permits and approvals for project bidding and construction. Any fees associated with permits and permit applications are to be paid directly by the Town and/or Contractor, and are therefore not included in this Agreement. The following agency submissions are anticipated, including necessary supplemental information:

- Schenectady County Health Department- Plan review and approval.
- NYSDOH – Plan review and approval
- NYSDOC – Notice of Intent (NOI) for stormwater construction activity and water well application
- NYSDOT – Plan approval and utility work permit.
- NYSEFC – Funding agency approval.

2.3 Easement Maps and Descriptions

It is anticipated that, wherever possible, water mains will be located within public rights-of-way. However, it will be necessary for the Town to obtain temporary construction and/or permanent easements in order to facilitate highway crossings, as well as along portions of the water main alignment where the physical constraints or wetland avoidance strategies dictate that the water main be installed close to or outside the highway right-of-way. The type of easements/land acquisitions are anticipated for the Project including, but not limited to:

1. Type 1 - "Strip Easements" for water mains to be constructed parallel to the highway right-of-way boundary where private property may be needed for either temporary construction activities and/or permanent maintenance operations; **the total number of easements is unknown at this time and will be established at the 50% Design Submittal.** We have assumed 5 easements in our cost for this project. B&L will provide sketch plans for each individual property where an easement is required which will indicate easement dimensions. **It is assumed that easement acquisition will be the responsibility of the Town and Town Attorney.**



2.4 Stormwater Pollution Prevention Plan (SWPPP) and SPDES Construction Permit Application

Due to the anticipated area of construction disturbance (collectively greater than 1-acre), the project will be subject to the New York State Department of Environmental Conservation (NYSDEC) SPDES General Permit of Stormwater Discharges from Construction Activities. Given the total area of disturbance, a Stormwater Pollution Prevention Plan (SWPPP) will be required to be developed, and a Notice of Intent (NOI) will be required to be submitted to the NYSDEC.

The SWPPP will be developed in accordance with the guidelines set forth in the SPDES General Permit for Stormwater Discharges from Construction Activity - GP-0-15-002, or latest revision. This permit was issued in January 2015 and was effective on January 29, 2015. SPDES General Permit will include:

- Work Site Descriptions including construction sequencing, limits of clearing and grading, an estimate of post development runoff coefficient, and a site map including drainage patterns and site characteristics. Description of Erosion and Sediment Controls including temporary measures installed during construction along with permanent control measures. Also included will be a description of stabilization practices and a site-specific vegetation plan. The erosion and sediment control component will be prepared in accordance with the SPDES General Permit.
- Design of stormwater management controls to ensure that the post-development runoff from the site will not exceed the pre-development runoff from the site. This section of the plan will include design criteria for detention basins and other stormwater control devices.
- Description of stormwater management controls to address water quality volume control from the site following development.
- Maintenance and Inspection Plans will also be included for all erosion and sediment control devices and stormwater management facilities.
- Certification statements will also be included for Non-Stormwater Discharges.

B&L will develop three (3) copies of the SWPPP for the site, one (1) of which will be required to be maintained at the construction site(s). B&L will also aid in the preparation of the NOI and the Notice of Termination (NOT) for the project. The Town will be required to sign these documents prior to submittal to the NYSDEC.

The SWPPP will be required to be completed prior to submittal of the Notice of Intent (NOI) for the SPDES General Permit. The NOI must be submitted at least five (5) days prior to the initial disturbance of the soil associated with the construction activity. The NOI will be submitted to the NYSDEC – Notice of Intent, Bureau of Water Permits, 625 Broadway, Albany, New York 12233. The SWPPP must be retained at the construction site. A NOT will also be required to be submitted to the NYSDEC following the completion of construction and site stabilization.



2.5 Final Documents and Engineer's Estimate of Probable Construction Cost

- 100% Contract Drawings and Specifications: Regulatory/funding agency and Board comments developed from the 95% submission would be addressed in final 100% signed/stamped Contract Documents. It is assumed that one (1) revision to the 95% contract documents would be necessary.
- Engineer's Estimate of Probable Construction Cost: An engineer's estimate of probable construction cost will be prepared at the 50-, 95-, and 100-percent design submittal stages to advise the Board of any anticipated construction cost changes and total.

2.6 Final Basis of Design Report

B&L will prepare a Final Basis of Design Report for the planned water system improvements to be submitted to regulatory and funding agencies with Contract Drawings and Specifications. The Final Basis of Design Report will identify and further refine the specific engineering criteria for the project design, and will also satisfy the requirements of New York State Department of Health and NYSEFC for a design development report. Design will meet NYSDOH design standards as defined in "Recommended Standards for Water Works, by Great Lakes Upper Mississippi River Board of State Public Health & Environmental Managers" (i.e., "10 States Standards"), excepting variations approved by NYSDOH.

In preparing the Final Basis of Design Report, B&L will review the project objectives with the Town Board and incorporate criteria as appropriate. This will include issues such as provisions for operational flexibility, equipment and materials preferences, hydraulic calculations, etc.

2.7 Bidding Phase

Upon approval of the final Contract Documents, B&L will assist the Town in bidding three (3) contracts. Bid assistance will include preparation of advertisement for bids for publication by the Town in its official newspaper, notifying potential bidders of advertisement publication, assisting with contract document distribution, addressing contractor questions during the bid phase and preparing responses as appropriate, preparing addenda as required and issuing the same to contractors, and attendance at bid opening.

Upon receipt of the bids by the Town, B&L will tabulate the bids, review the qualifications of the apparent low bidders and prepare a recommendation of award to the Town. Review and evaluation of the bid will include consideration of bidder qualifications, references, service support, etc., in addition to the unit bid prices received. B&L will assist the Town and Project Attorney with coordination and review of bond and insurance submittals, and with Contract execution.

A Notice of Award will be issued to each contractor following Town Board resolution to award. B&L will prepare five (5) conformed copies to the successful bidder.



For the purposes of bidding, three copies of the Contract Documents and Specifications will be reproduced by B&L (subcontracted service). Digital copies of the Contract Documents will also be made available during bidding.

3.0 Construction Phase

B&L will provide the following services during the Construction Phase:

3.1 Construction Administration

Based on the proposed methods/schedule for constructing improvements, B&L will provide Construction Administration services as follows for each contract:

- Schedule and preside over one (1) preconstruction conference with one (1) prime contractor, Town and regulatory agencies. B&L will prepare agenda, issue meeting notes and distribute both to the attendees.
- Review shop drawings and submittals for the materials and equipment to be incorporated into the project for conformance with the Contract Documents.
- Chair bi-weekly project progress meetings with the contractors' and owner's representatives at the work site to review schedule updates, construction progress and advise the Town regarding construction/coordination related issues. B&L will prepare an agenda and issue meeting notes for each meeting and distribute to the attendees. Based on an estimated total construction period of fifteen (15) months, a total of fifteen (15) project progress meetings have been estimated.
- Review contractor's payment applications and submit same to the Town for processing and submittal to NYSEFC for release of funds. For fee estimating purposes, a total of 15 (15) payment applications have been estimated.
- B&L will conduct a final project review and prepare a certificate of completion as required for NYSDOH and NYSEFC approvals.
- Following construction of each project component, B&L will conduct a final, on-site project review, issue a Notice of Substantial Completion, provide construction certification to the approval agencies (i.e., NYSDOH and NYSEFC) for work completed in accordance with the approved plans and specifications, and provide completed construction drawings (i.e., two (2) sets of the contract drawings) for the new facilities showing any significant changes made from the original design during construction.
- Interpret contract requirements at times of dispute, and render opinions to the Board for resolution of issues/disputes in accordance with the Contract requirements.



- Meet with the Board to review project progress, resolve coordination issues, review change order requests (Town or contractor initiated) and review contractor payment application. Attendance at an estimated 10 Town Board meetings is included, if required.
- B&L will conduct one (1) inspection for Substantial Completion, issue a Certificate of Substantial Completion and punch list.
- B&L will attend final review of the completed construction and prepare a report on deficiencies, corrective actions required, etc., as determined at said review; verifying punch list items have been satisfactorily addressed, lien waivers have been submitted, and other close-out requirements.
- B&L will prepare "Completed Construction Drawings" based on information compiled by B&L personnel and the Contractor. B&L will incorporate documented changes included in RFIs, change orders, field changes and "as-constructed" sketches/ drawings provided by each contractor. Provide three (3) hard copy sets to the Town and one (1) electronic file version (.pdf or similar).
- M/WBE Monthly Reporting: B&L will continue to utilize available resources to procure and use subconsultant M/WBE services as described in section 1.0 above in an attempt to meet the goals of the NYSEFC's M/WBE program. Monthly reports will continue to be generated and submitted to EFC throughout construction. B&L will be responsible for MWBE reporting services on behalf of the Town.
- B&L will conduct an inspection of the respective project sites one (1) year following the date of Substantial Completion during the one (1) year guarantee period and advise the contractor in writing of outstanding guarantee period items that must be addressed.

List of Assumptions:

- Construction Administration services will be provided during 2024 and 2025. Hourly rates have been projected for 2024, and are reflected in the fee proposal.
- Construction Administration services will be provided for the duration of the construction contract period, estimated to be fifteen (15) months including contract preparation/execution, equipment procurement/submittal period, on-site construction period and start-up.

3.2 Construction Observation

On-Site Construction Observation Services

Based on the proposed methods for constructing improvements B&L will provide Construction Observation services as follows for the 3 contracts:



B&L will provide full-time Construction Observation services of one (1) qualified Senior Inspector during construction of the watermain replacements and part time inspection for the well and valves. It is anticipated that the on-site construction period will be nine (9) months. During the construction period, it is assumed that multiple construction observers will be onsite during varying periods for the entire fifteen (15) months. A total of 3000 hours of on-site observation have been estimated.

For the full-time construction observer, we have combined our team with Warren Ramie Surveying, a WBE firm, to meet DWSRF M/WBE utilization goals.

Note: *The amount of time required for Construction Administration and On-Site Observation is dependent upon the contractor's progress and final scope of the construction project. Based on our experience, we have estimated what we feel is a reasonable time frame for completion of the work, and have estimated the time required for construction administration and observation accordingly. If actual construction observation hours exceed the estimated allocation above, or if the on-site construction period extends beyond fifteen (15) months at no fault or negligence of B&L, further construction observation and administration would be provided as an Additional Service.*

Recordkeeping

Maintain a project record keeping system which conforms to industry standards and includes, at a minimum, a daily Inspector's Report (IR) and project files as identified below.

Construction Observation Duties

- Observe work to determine substantial conformance with contract documents. Work found to be unacceptable or defective will be rejected or will require corrective action to be taken.
- Maintain a project record.
- Review documents and submissions by contractors pertaining to scheduling, and keep the Town informed of their acceptability.
- Attend and participate in progress meetings and pre-installation meetings, and maintain and distribute meeting notes.
- Arrange for, conduct, or witness field, laboratory, or shop tests of construction materials and installations as required by the Contract Documents; monitor the suitability of materials; interpret the Contract Documents; measure, compute, and record the quality of completed work.
- Collect and file, chronologically, certified payrolls for all prime and subcontractors involved in the Project.
- Review and approve contractor progress payment requisitions.
- Routinely record deviations from the contract plans, and prepare record drawings.



3.5 Start-Up and Testing

B&L will provide assistance with the start-up of the new water improvements. Assistance will generally consist of the following, but not limited to:

- Oversight during interim operation by the Contractor to show that facilities are properly installed and perform as intended
- Flushing, pressure testing, disinfection and certification of new mains
- Testing and start-up report
- Punch List(s)

Engineering Fee

The proposed fee for engineering services outlines above would be as follows:

Task	B&L Fee (T&E and LS)	Subconsultant & Subcontractor Allowance (T&E)
1.0 Preliminary Design Phase Services		
- Funding Assistance, project development, species habitat coordination, subcontractor oversight, preliminary layouts, etc.	\$138,700	\$11,000
- Survey Mapping		\$53,620
- Subsurface Investigation (soil borings)		\$56,180
2.0 Final Design Phase Services		
- Contract documents, SWPPP, engineer's report, permitting and approvals, easement assistance, etc.	\$825,100	\$20,000
- Bidding Services	\$93,300	
3.0 Construction Phase Services		
- Construction Administration	\$468,900	
- Construction Observation	\$183,500	\$260,000
Subtotal	\$,1,709,500	\$400,800
Total Proposal Fee		\$2,110,300