Pueblo Hotel Supply/ Gradys

Town of Rotterdam

Request for Bids

SENIOR CENTER

KITCHEN EQUIPMENT

Bid Opening:

Friday, May 5, 2023

@ 10:15 A.M.

TOWN OF ROTTERDAM

BID FORM

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

SENIOR CENTER KITCHEN EQUIPMENT

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

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

Abby Lucero

Signature

Pueblo Hotel Supply

Name of Company or Corporation

170 Greenhorn Dr.

Address

Pueblo	CO	81004
City	***State***	***Zip***

Town of Rotterdam

Detailed Specifications:

SENIOR CENTER KITCHEN EQUIPMENT

	Description
	See Attached Bid Item ***Equipment List*** pgs. 1-5 Bidder agrees to deliver all items and place inside the Town of Rotterdam Senior Center located at 2639 Hamburg Street, Schenectady, NY 12303. **NOTE: Questions should be submitted in writing to Lloyd Denny, Department of Public Works at ldenny@rotterdamny.org, or by calling 518-355-7575 Ext. 330.**

GRADYS

Quote

05/04/2023

To:
Town of Rotterdam
Megan Griffin
518-355-7575 325 (Contact)

Project:
Senior Center Kitchen 05052023b
2639 Hamburg Street,
Schenectady, NY 12306

From:
Pueblo Hotel Supply
Abby Pacheco
dba Grady's
170 Greenhorn Drive
Pueblo, CO 81004
(719)542-8853
719-404-4535 (Contact)

Job Reference Number: OPP12209

All quotes are valid within the same month quoted. If purchasing after the month of the quote, manufacturer increases may apply.

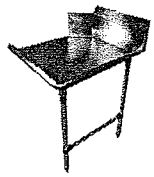
Due to current supply chain issues, and unpredictable freight increases, all freight quotes are **estimates only.** Exact freight charge will be calculated and added to invoice at time of actual shipment.

Orders paid by credit card will have a 2.9% processing fee added at time of transaction.

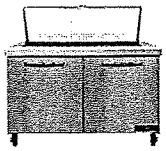
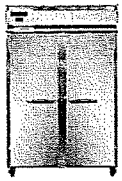
Item	Qty	Description	Sell	Sell Total
1-1.2	1 ea	**TWO (2) COMPARTMENT SINK**  John Boos Model No. E2S8-24-14 E-Series Sink, 2-compartment, 53"W x 29-1/2"D x 43-3/4"H overall size, (2) 24"W x 24" front-to-back x 14" deep compartments, 9-3/4"H boxed backsplash with 45° top and 2" return, (1) set of splash mount faucet holes with 8" centers, 3-1/2" die-stamped drain openings, 18/300 stainless steel construction, galvanized legs & gussets, adjustable plastic bullet feet, NSF, CSA-Sanitation	$1,299.91	$1,299.91
	1 ea	PBF-8-SLF Heavy Duty Faucet, splash mount, 8" swing spout, 8" centers, 1/4 turn ceramic cartridges, color coded hot/cold indicators, integral check valve, 1/2" NPT, chrome finish, NSF, cCSAus, ADA Compliant (LEAD FREE FAUCET)	$199.25	$199.25
	1 ea	PB-LWR-1 Twist Handle Lever Waste, for 3-1/2" industry standard sink opening, standard valve, basket strainer (includes an adapter for either 2" or 1-1/2" drain outlet)	$79.95	$79.95
	1 ea	SLEG-20B Stainless Steel Leg, 20"H, 1-5/8" diameter, 16/300 stainless steel, with adjustable bullet foot (leg bracing not included), typical use 14" deep sink	$29.00	$29.00
			ITEM TOTAL:	**$1,608.11**

Item	Qty	Description	Sell	Sell Total
1.3	2 ea	**SHELVING WALL MOUNTS** Metro Model No. 1WD14C Quick Ship - Super Erecta® Direct Wall Mount, single, for 14"D shelf (1) shelf support & mounting plate (2) shelf collar caps, single support at shelf ends (2 required per shelf), chrome plated finish	$27.27	$54.54
			ITEM TOTAL:	**$54.54**
1.4	1 ea	**WIRE SHELVING** Metro Model No. 1448NC Quick Ship - Super Erecta® Shelf, wire, 48"W x 14"D, chrome plated finish, plastic split sleeves are included in each carton, NSF	$65.49	$65.49
			ITEM TOTAL:	**$65.49**
2	1 ea	**DISHWASHER, DOOR TYPE** Jackson WWS Model No. CONSERVER XL-E Conserver® Dishwasher, Door Type, 30-3/8"W x 29-1/2"D x 68-1/2"H, low temperature chemical sanitizing, universal (straight-thru/corner) type, approximately (39) racks/hour, electronic timer, (3) built-in dispensing pumps, built-in scrap accumulator, removable screen, auto-start, stainless steel construction, 3" adjustable stainless steel bullet feet, 1 HP wash pump, cETLus, ETL-Sanitation, ENERGY STAR®	$4,468.11	$4,468.11
	1 ea	1 year parts & labor warranty, continental USA, standard		
	1 ea	115V/60/1-ph, 10.0 amps, std.		
			ITEM TOTAL:	**$4,468.11**

Item	Qty	Description	Sell	Sell Total
2	1 ea	**DISHWASHER, DOOR TYPE**	$7,431.37	<Alternate>
		Champion Model No. DL-2000 Dishwasher, door type, low temperature, 40 racks/160 covers per hour capacity, top mount controls with built-in chemical pumps & deliming system, auto start/stop, auto-fill, convertible corner to straight & straight to corner, 3-door lift, self-draining pump, 17" tall door opening, scrap tray drain, stainless steel construction, 1HP, 115V/60/1-ph, cETLus, cULus, ENERGY STAR®		
	1 ea	Fuel Surcharge (NET/NET)	$51.50	<Alternate>
	1 ea	1 year limited warranty, standard		<Alternate>
	1 ea	FINISH LINE INSTALL Finish Line Install: Removal, disposal of existing unit. Receive, uncrate and move unit into final location. Make final utility connections within 5 feet. Completion of install to be scheduled with factory upon shipment. Two-week scheduling notice requested. During normal business hours, Monday – Friday. Non-Union rate. This is a NET/NET price, no further discounts and does not count towards rebates. Includes: Additional (6) six month warranty (net)	$5,088.20	<Alternate>
			ITEM TOTAL: <Alternate>	**$12,571.07**
2.1, 2.2	1 ea	**SOILED DISHTABLE**	$1,143.32	$1,143.32
		John Boos Model No. SDT6-S36SBK-L Pro-Bowl Soiled Dishtable, straight design, 36"W x 30"D x 44"H overall size, left-to-right operation, (1) 20"W x 20" front-to-back x 8" deep pre-rinse sink bowl, 10"H boxed backsplash with 45° top & 2" return, (1) set of splash mount faucet holes with 8" centers, 2-1/4"H rolled edge, 16/300 stainless steel top, stainless steel legs, bracing, & adjustable bullet feet, NSF		
	1 ea	SPECIFY DISH MACHINE BRAND AND MODEL. John Boos standard opening is 20-7/8". Certain dish machines require modification at additional cost not shown here.		
	1 ea	PB-PRW-1LF Prerinse Unit, splash mount, flex stainless steel hose, 8" centers, 1/4 turn cramic cartridges, color coded hot/cold indicators, integral check valve, 1/2" NPT, includes 12" wall bracket, NSF, cCSAus, ADA Compliant (LEAD FREE FAUCET)	$410.93	$410.93
			ITEM TOTAL:	**$1,554.25**

Item	Qty	Description	Sell	Sell Total
2.3	1 ea	**CLEAN DISHTABLE**	$660.31	$660.31
		John Boos Model No. CDT6-S36SBK-R Pro-Bowl Clean Dishtable, straight design, 36"W x 30"D x 44"H overall size, left-to-right operation, 10"H boxed backsplash with 45° & 2" return, 2-1/4"H rolled edge, 16/300 stainless steel top, stainless steel legs, bracing, & adjustable bullet feet, NSF		
	1 ea	SPECIFY DISH MACHINE BRAND AND MODEL. John Boos standard opening is 20-7/8". Certain dish machines require modification at additional cost not shown here.		
			ITEM TOTAL:	**$660.31**
3	1 ea	**HAND SINK**	$950.28	$950.28
		John Boos Model No. PBHS-W-1616-KV Pro-Bowl Hand Sink, wall mount, 16"W x 16" front-to-back x 10" deep bowl, with gooseneck spout, knee valves, includes basket drains & wall brackets, 16/300 stainless steel construction (Knee Valve Faucet Included)		
			ITEM TOTAL:	**$950.28**
4/5	1 ea	**WORK TABLE, 96", STAINLESS STEEL TOP**	$1,650.36	$1,650.36
		John Boos Model No. ST4R5-3096SSK Work Table, 96"W x 30"D, 14/300 stainless steel top with 5" backsplash, with Stallion Safety Edge front, 90° turndown on sides, stainless steel legs & adjustable undershelf, adjustable bullet feet, NSF, CSA-Sanitation, KD		
	1 ea	OSE16FK-1296 Overshelf, single, 96"W x 12"D, 16/300 stainless steel flat top, mounted 18" above table top, 1" stainless steel post, KD, NSF	$596.52	$596.52
	1 ea	ZZBOOSOSHLFLOCTN Specify overshelf mounting location		
			ITEM TOTAL:	**$2,246.88**

Item	Qty	Description	Sell	Sell Total
6, 6.1	1 ea	**ONE (1) COMPARTMENT SINK** John Boos Model No. E1S8-24-14 E-Series Sink, 1-compartment, 29"W x 29-1/2"D x 43-3/4"H overall size, (1) 24"W x 24" front-to-back x 14" deep compartment, 9-3/4"H boxed backsplash with 45° top and 2" return, (1) set of splash mount faucet holes with 8" centers, 3-1/2" die-stamped drain opening, 18/300 stainless steel, galvanized legs & gussets, adjustable plastic bullet feet, NSF, CSA-Sanitation	$720.38	$720.38
	1 ea	PBF-10-SLF Heavy Duty Faucet, splash mount, 10" swing spout, 8" centers, 1/4 turn ceramic cartridges, color coded hot/cold indicators, integral check valve, 1/2" NPT, chrome finish, NSF, cCSAus, ADA Compliant (LEAD FREE FAUCET)	$201.32	$201.32
	1 kt	PB-SMMK-90 Splash Mount Faucet Mounting Kit, includes (2) 1/2" supply nipples, (2) retainer nuts, (2) lock washers, (2) rubber washers and (2) male & female short 90° elbows	$20.71	$20.71
	1 ea	SLEG-20B Stainless Steel Leg, 20"H, 1-5/8" diameter, 16/300 stainless steel, with adjustable bullet foot (leg bracing not included), typical use 14" deep sink	$29.00	$29.00
			ITEM TOTAL:	**$971.41**
7	1 ea	**WORK TABLE, 72", STAINLESS STEEL TOP** John Boos Model No. FBLS7224 Budget Work Table, 72"W x 24"D, 18/430 stainless steel top, 1-1/2" Stallion Safety Edge both faces, straight turn down on sides, adjustable stainless steel undershelf, stainless steel legs & adjustable 1" plastic bullet feet, NSF, CSA-Sanitation, KD	$594.03	$594.03
			ITEM TOTAL:	**$594.03**
7	1 ea	**OVERSHELF** John Boos Model No. OS-ED-1272 Economy Overshelf, double, 72"W x 12"D, adjustable lower shelf, square turndown edge, 18/300 stainless steel, CSA-Sanitation, NSF	$396.43	$396.43
			ITEM TOTAL:	**$396.43**

Item	Qty	Description	Sell	Sell Total
8	1 ea	**MEGA TOP SANDWICH / SALAD PREPARATION REFRIGERATOR**	$4,716.21	$4,716.21
		Continental Refrigerator Model No. SW48N18M Mighty Top Sandwich Unit, 48"W, 13.4 cu ft capacity, two-section, (18) 1/6 size x 4" deep pans with 8" cutting board, (2) field rehingeable doors, stainless steel top, front & end panels, aluminum back & interior, rear mounted self-contained refrigeration, automatic hot gas condensate evaporator, R290 hydrocarbon refrigerant, 1/4 hp, cETLus, NSF		
	1 ea	Standard warranty (for the United States & Canada Only): 3 year parts and labor; additional 4 year compressor part		
	1 ea	115v/60/1-ph, 4.5 amps, cord, NEMA 5-15P, standard		
	1 ea	Left Door hinged on left & right door hinged on right, standard		
	1 ea	Casters, 5" standard		
			ITEM TOTAL:	**$4,716.21**
12	1 ea	**REACH-IN REFRIGERATOR**	$5,262.10	$5,262.10
		Continental Refrigerator Model No. 2RN Refrigerator, reach-in, two-section, self-contained refrigeration, stainless steel front, aluminum interior & ends, standard depth, full-height solid doors, cylinder locks, electronic control with digital display, hi-low alarm, electric condensate evaporator, R290 hydrocarbon refrigerant, 1/3 HP, cETLus, NSF, ENERGY STAR®		
	1 ea	Standard warranty (for the United States & Canada Only): 3 year parts and labor; additional 4 year compressor part		
	1 ea	115v/60/1-ph, 6.9 amps, cord, NEMA 5-15P, standard		
	1 ea	Left Door hinged on left & right door hinged on right, standard		
	1 ea	5" Casters, standard		
			ITEM TOTAL:	**$5,262.10**
13	1 ea	**REACH-IN FREEZER**	$4,948.98	$4,948.98
		Continental Refrigerator Model No. 1FN Freezer, reach-in, one-section, 20 cu. ft., self-contained refrigeration, stainless steel front, aluminum interior & ends, standard depth, full-height solid door, cylinder lock, LED interior lighting, electronic control with digital display, unit can be adjusted to operate as low as -10°F, hi-low alarm, electric condensate evaporator, R290 Hydrocarbon refrigerant, 1/2 HP, cETLus, NSF, ENERGY STAR®		
	1 ea	Standard warranty (for the United States & Canada Only): 3 year parts and labor; additional 4 year compressor part		
	1 ea	115v/60/1-ph, 7.6 amps, cord, NEMA 5-15P, standard		
	1 ea	Door hinged on left		
	1 ea	5" Casters, standard		
			ITEM TOTAL:	**$4,948.98**

Item	Qty	Description	Sell	Sell Total
14	5 ea	**WIRE SHELVING** Metro Model No. 1842NC Quick Ship - Super Erecta® Shelf, wire, 42"W x 18"D, chrome plated finish, plastic split sleeves are included in each carton, NSF	$68.28	$341.40
	4 ea	74P Quick Ship - Super Erecta® SiteSelect™ Post, 74-1/2"H, adjustable leveling bolt, posts are grooved at 1" increments & numbered at 2" increments, double grooved every 8", chrome finish	$24.35	$97.40
			ITEM TOTAL:	**$438.80**
15	5 ea	**WIRE SHELVING** Metro Model No. 1848NC Quick Ship - Super Erecta® Shelf, wire, 48"W x 18"D, chrome plated finish, plastic split sleeves are included in each carton, NSF	$70.21	$351.05
	4 ea	74P Quick Ship - Super Erecta® SiteSelect™ Post, 74-1/2"H, adjustable leveling bolt, posts are grooved at 1" increments & numbered at 2" increments, double grooved every 8", chrome finish	$24.35	$97.40
			ITEM TOTAL:	**$448.45**
			Total	$29,384.38

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email: FoodService@LeaseQ.com
phone: (781) 328-9511

Finance-to-Own
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36-month term:
$933.86 - $1,006.03*
48-month term:
$732.44 - $807.69*
60-month term:
$612.28 - $690.42*

***These examples reflect actual payment ranges that businesses with more than 2 years in business receive. Payments will vary depending on the established business and personal credit.**
Financing is available for Start-Ups. Payments do not include taxes.

Any and all damaged item(s) should be marked as such on delivery ticket and or refused and Grady's Restaurant and Bar Equipment should be notified immediately as to the extent of the damage so that we can address and work toward a solution immediately.

All packaging materials must be retained from damaged item(s) for freight inspector/adjuster claim.

Custom fabricated item(s) are **not** returnable. Buy-out item(s) may be returnable less the manufacturer's restocking fee, freight too and from, as well as any damages that may be incurred. The returned item(s) **must be new and unused.**

Credits for returned item(s) will only be given once the factory has issued credit to Grady's Restaurant and Bar Equipment

Freight is **not** included unless otherwise specified.

Price does **not** included fees, taxes, bond, permit, or licenses unless otherwise specified.

WOSB
Woman-Owned
Small Business

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: $29,384.38

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:15 a.m. on May 5, 2023,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:15 a.m. May 5, 2023** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

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

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

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

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

7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

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

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

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

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

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

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

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

NON-COLLUSION BIDDING CERTIFICATION

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

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

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

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

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

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

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

Name of Firm: Pueblo Hotel Supply

Signed by: Abby Lucero Title: Sales

Signature: Abby Lucero Date: 5/4/23

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

Resolved that Abby Lucero be authorized to sign and submit the bid or proposal of this corporation for Pueblo Hotel Supply 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 Pueblo Hotel Supply corporation at a meeting of its board of directors held on the 4th day of May, 2023.

(SEAL OF THE CORPORATION)

Samantha Gonzalez

Signature of Secretary

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

I, Abby Lucero hereby sign and submit this bid or proposal for Pueblo Hotel Supply 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.

Abby Lucero — 5/4/23

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: Pueblo Hotel Supply

Signed by: Abby Lucero Title: Sales

Signature: Abby Lucero Date: 5/4/23

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.

Taza Supplies DBA of Tiles in Style LLC

TAZA Supplies DBA of tiles in style LLC

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900.00+
180.00+
288.00+
105.60+
252.00+
5,080.80+
1,080.00+
378.00+
570.00+
169.20+
1,014.00+
630.00+
198.00+
600.00+
6,048.00+
6,750.00+
6,750.00+
366.00+
366.00+
31,725.60*+

Town of Rotterdam

Request for Bids

SENIOR CENTER KITCHEN EQUIPMENT

Bid Opening:

Friday, May 5, 2023

@ 10:15 A.M.

TOWN OF ROTTERDAM

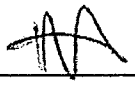
BID FORM

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

SENIOR CENTER KITCHEN EQUIPMENT

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

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



Signature

Taza Supplies DBA of Tiles in STyle LLC

Name of Company or Corporation

16940 vincennes Avenue

Address

South Holland	IL	60473
City	*State*	*Zip*

Town of Rotterdam

Detailed Specifications:

SENIOR CENTER KITCHEN EQUIPMENT

	Description
	See Attached Bid Item ***Equipment List*** pgs. 1-5 Bidder agrees to deliver all items and place inside the Town of Rotterdam Senior Center located at 2639 Hamburg Street, Schenectady, NY 12303. **NOTE: Questions should be submitted in writing to Lloyd Denny, Department of Public Works at ldenny@rotterdamny.org, or by calling 518-355-7575 Ext. 330.**

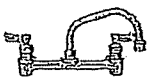
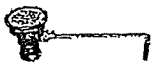
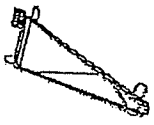
Equipment List

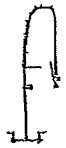
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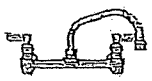
Town of Rotterdam

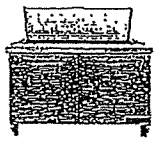
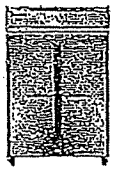
Sr. Center Kitchen Remodel

2639 Hamburg St., Rotterdam NY

Item	Qty	Description
1	1 ea	**TWO (2) COMPARTMENT SINK**  Sapphire Manufacturing Model No. SMS2424-2 Sink, 2-compartment, 53"W x 29-1/2"D x 44-1/4"H overall size, (2) 24"W x 24" front-to-back x 14" deep compartments, 9-3/4"H backsplash, (1) set of splash mount faucet holes with 8" centers, 1-1/2" rounded edge on working sides, 18/304 stainless steel construction, galvanized steel legs, 1" adjustable plastic bullet feet, KD, NSF
	1 kt	SM-SLS18 Stainless Steel Legs in Lieu of Standard Galvanized, 19"H, with stainless steel adjustable foot, set of (4) (for use with compartment sinks with 14" deep bowls ONLY), NSF (UPCHARGE)
		ITEM TOTAL: $900.00
1.1	1 ea	**FAUCET CONTROL VALVE**  Fisher Model No. 64769 Control Valve, backsplash mount, 8" centers, EZ install adapters, 12" swing spout, lever handles with color coded indexes, 1/2" inlets, stainless steel seats, brass construction
		ITEM TOTAL: $180.00
1.2	2 ea	**DRAIN, LEVER / TWIST WASTE**  Fisher Model No. 22209 DrainKing Waste Valve, with flat strainer, 12 GPM drain rate, dual teflon seals, stainless steel ball, cast red brass body
		ITEM TOTAL: $288.00
1.3	2 ea	**SHELVING BRACKET, POST MOUNT**  1880 Hospitality Model No. FPMB14SCH Packed 2 ea Focus Foodservice - Post Mount Wall Brackets, for wire shelving, single, for 14" deep shelf, includes: chromate shelf caps & plastic split sleeves, for dry storage, chromate finish
		ITEM TOTAL: $105.60

Item	Qty	Description
1.4	1 ea	**WIRE SHELVING**
		1880 Hospitality Model No. FF1448C Packed 4 ea
		Focus Foodservice - Wire Shelf, 800 lb. weight capacity, 14"W x 48"L, for dry storage, zinc plated steel wire, chromate finish, clear coat, NSF
		ITEM TOTAL: $252.00
2	1 ea	**DISHWASHER, DOOR TYPE**
		CMA Dishmachines Model No. E-C
		Energy Mizer® Dishwasher, door type, 25-3/4" W, low temperature chemical sanitizing, top mounted controls, corner design, (40) racks/hour, external sump, Poly Pro™ scrap accumulator, auto start/stop, stainless steel construction, 17" door opening, includes (1) open & (1) peg rack, 1 HP wash pump, ETL-Sanitation, cULus
	1 ea	115v/60/1-ph, 16.0 amps, standard
		ITEM TOTAL: $5,080.80
2.1	1 ea	**SOILED DISHTABLE**
		Sapphire Manufacturing Model No. SMSDT-36L
		Soiled Dishtable, straight, left-to-right operation, 36"W x 30"D x 44-1/2"H overall size, (1) 20"W x 20" front-to-back x 5" deep pre-rinse sink (includes pre-rinse basket & 3-1/2" drain basket), 10-1/2"H backsplash, (1) set of splash mount faucet holes with 8" centers, 1-1/2" rolled front & side rims, 16/304 stainless steel top, stainless steel legs with welded cross brace & adjustable bullet feet, KD, NSF
		ITEM TOTAL: $1,080.00
2.2	1 ea	**PRE-RINSE FAUCET ASSEMBLY**
		Fisher Model No. 2210-WB
		Pre-Rinse Assembly, 8" adjustable centers, wall-mounted mixing valve, with spring action flexible gooseneck, with Ultra-Spray™/PLUS spray valve (1.15 gallons per minute @ 60 PSI), with wall bracket
		ITEM TOTAL: $378.00
2.3	1 ea	**CLEAN DISHTABLE**
		Sapphire Manufacturing Model No. SMCDT-36R
		Clean Dishtable, straight, left-to-right operation, 36"W x 30"D x 44-1/2"H overall size, 10-1/2"H backsplash, 1-1/2" rolled front & side rims, 16/304 stainless steel top, stainless steel legs with welded cross brace & adjustable bullet feet, KD, NSF
		ITEM TOTAL: $570.00
3	1 ea	**HAND SINK**
		Sapphire Manufacturing Model No. SMHS-01
		Hand Sink, wall-mounted, open sided, 17"W x 15"D x 14"H overall, with a 14"W x 10"D (front to back) bowl that is 5-1/2" deep, 4" OC splash mount faucet holes, 8-1/2" backsplash and raised edges. Includes a 3-1/2" gooseneck faucet (Tap item # TWMF-435G) with a two-year warranty, basket drain and wall mounting clip. Constructed of 20/304 stainless steel, NSF
		ITEM TOTAL: $169.20

Item	Qty	Description	
4/5	1 ea	WORK TABLE, STAINLESS STEEL TOP	
		Sapphire Manufacturing Model No. SMTB-3096S	
		Work Table, 96"W x 30"D, 18/400 stainless steel reinforced top, 1-1/2" rounded front edge, flat edge on both ends, 5" backsplash, adjustable stainless steel undershelf, (6) stainless steel tubular legs, 1" adjustable stainless steel bullet feet, KD, NSF	
	1 ea	SMDOS-1296 Overshelf, table mounted, double, 96"W x 12"D, rolled rim edges at front and rear, flat edge at ends, adjustable bottom shelf, 18/400 series stainless steel construction, 1" stainless steel tubular posts, KD, NSF	
		ITEM TOTAL:	$1,014.00
6	1 ea	ONE (1) COMPARTMENT SINK	
		Sapphire Manufacturing Model No. SMS2424 Sink, 1-compartment, 29"W x 29-1/2"D x 44-1/4"H overall size, (1) 24"W x 24" front-to-back x 14" deep compartment, 9-3/4"H backsplash, (1) set of splash mount faucet holes with 8" centers, 1-1/2" rounded edge on working sides, 18/304 stainless steel construction, galvanized steel legs, 1" adjustable plastic bullet feet, KD, NSF	
	1 kt	SM-SLS18 Stainless Steel Legs in Lieu of Standard Galvanized, 19"H, with stainless steel adjustable foot, set of (4) (for use with compartment sinks with 14" deep bowls ONLY), NSF (UPCHARGE)	
		ITEM TOTAL:	$630.00
6.1	1 ea	WALL / SPLASH MOUNT FAUCET	
		Fisher Model No. 64750 Faucet, backsplash mount, 8" centers, 10" swing spout, lever handles with color coded indexes, 1/2" NPT male inlets, with EZ Install Adapters, brass, CSA, ADA Compliant	
	1 ea	1 year warranty against defects in materials or workmanship, standard	
		ITEM TOTAL:	$198.00
7	1 ea	WORK TABLE, STAINLESS STEEL TOP	
		Sapphire Manufacturing Model No. SMT-2472S Work Table, 72"W x 24"D, 18/400 stainless steel reinforced top, 1-1/2" rounded edge on front & rear, flat edge on both ends, adjustable stainless steel undershelf, (4) stainless steel tubular legs, 1" adjustable stainless steel bullet feet, KD, NSF	
	1 ea	SMDOS-1272 Overshelf, table mounted, double, 72"W x 12"D, rolled rim edges at front and rear, flat edge at ends, adjustable bottom shelf, 18/400 series stainless steel construction, 1" stainless steel tubular posts, KD, NSF	
	1 st	SM-CS229 Stem Caster, for (4) leg tables/equipment stands, 5" polyurethane wheel, 250 lbs. wheel load capacity, adds 6" to height, set of (4) (2 with locks), retail boxed	
		ITEM TOTAL:	$600.00

Item	Qty	Description	
8	1 ea	MEGA TOP SANDWICH / SALAD PREPARATION REFRIGERATOR	
		Continental Refrigerator Model No. SW48N18M Mighty Top Sandwich Unit, 48"W, 13.4 cu ft capacity, two-section, (18) 1/6 size x 4" deep pans with 8" cutting board, (2) field rehingeable doors, stainless steel top, front & end panels, aluminum back & interior, rear mounted self-contained refrigeration, automatic hot gas condensate evaporator, R290 hydrocarbon refrigerant, 1/4 hp, cETLus, NSF	
	1 ea	Standard warranty (for the United States & Canada Only): 3 year parts and labor; additional 4 year compressor part	
	1 ea	115v/60/1-ph, 4.5 amps, cord, NEMA 5-15P, standard	
	1 ea	Left Door hinged on left & right door hinged on right, standard	
	1 ea	Casters, 5" standard	
		ITEM TOTAL:	$6,048.00
12	1 ea	REACH-IN REFRIGERATOR	
		Continental Refrigerator Model No. 2RN Refrigerator, reach-in, two-section, self-contained refrigeration, stainless steel front, aluminum interior & ends, standard depth, full-height solid doors, cylinder locks, electronic control with digital display, hi-low alarm, electric condensate evaporator, R290 hydrocarbon refrigerant, 1/3 HP, cETLus, NSF, ENERGY STAR®	
	1 ea	Standard warranty (for the United States & Canada Only): 3 year parts and labor; additional 4 year compressor part	
	1 ea	115v/60/1-ph, 6.9 amps, cord, NEMA 5-15P, standard	
	1 ea	Left Door hinged on left & right door hinged on right, standard	
	1 ea	5" Casters, standard	
		ITEM TOTAL:	$6,750.00
13	1 ea	REACH-IN FREEZER	
		Continental Refrigerator Model No. 1FN Freezer, reach-in, one-section, 20 cu. ft., self-contained refrigeration, stainless steel front, aluminum interior & ends, standard depth, full-height solid door, cylinder lock, LED interior lighting, electronic control with digital display, unit can be adjusted to operate as low as -10°F, hi-low alarm, electric condensate evaporator, R290 Hydrocarbon refrigerant, 1/2 HP, cETLus, NSF, ENERGY STAR®	
	1 ea	Standard warranty (for the United States & Canada Only): 3 year parts and labor; additional 4 year compressor part	
	1 ea	115v/60/1-ph, 7.6 amps, cord, NEMA 5-15P, standard	
	1 ea	Door hinged on left	
	1 ea	5" Casters, standard	
		ITEM TOTAL:	$6,750.00

Item	Qty	Description	
14	5 ea	WIRE SHELVING 1880 Hospitality Model No. FF1842C Packed 4 ea Focus Foodservice - Wire Shelf, 800 lb. weight capacity, 18"W x 42"L, for dry storage, zinc plated steel wire, chromate finish, clear coat, NSF	
	4 ea	FG074C Focus Foodservice - Post, 74"H, stationary, grooved at 1" increments, zinc plated leveling feet, for dry storage, chromate finish, NSF	
		ITEM TOTAL:	$366.00
15	5 ea	WIRE SHELVING 1880 Hospitality Model No. FF1848C Packed 4 ea Focus Foodservice - Wire Shelf, 800 lb. weight capacity, 18"W x 48"L, for dry storage, zinc plated steel wire, chromate finish, clear coat, NSF	
	4 ea	FG074C Focus Foodservice - Post, 74"H, stationary, grooved at 1" increments, zinc plated leveling feet, for dry storage, chromate finish, NSF	
		ITEM TOTAL:	$366.00

TOTAL SUM:

ALL ABOVE PUT INSIDE AND SET UP READY FOR FINAL INSTALL BY OTHER

Lead time is approximately 7-9 weeks after getting PO

Free shipping (to one dock location) on complete order of all items (and quantities)

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:15 a.m. on May 5, 2023,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:15 a.m. May 5, 2023** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

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

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

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

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

7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

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

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

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

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

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

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

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

NON-COLLUSION BIDDING CERTIFICATION

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

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

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

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

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

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

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

Name of Firm: Taza Supplies DBA of Tiles in Style LLC

Signed by: Mariam Essy Title: Pres. Mgt

Signature: MA Date: 5-4-2023

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

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

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

(SEAL OF THE CORPORATION)

_____

Signature of Secretary

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

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

_____ _____

Signature of Individual Date

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

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

Name of Firm: Tazzi Supplies dbA Tikes In SMkt LLC

Signed by: Mariam E331 Title: President

Signature: [signature] Date: 5-4-2023

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.

Singer MA, LLC

Singer MA. LLC

TOWN OF ROTTERDAM

BID FORM

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

SENIOR CENTER KITCHEN EQUIPMENT

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

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

X Aaron Dell - Aaron Dell
Signature

Singer MA, LLC T/A Singer Kitchedge
Name of Company or Corporation

100 Bowles Rd.
Address

Agawam MA 01001
City *State* *Zip*

Town of Rotterdam

Detailed Specifications:

SENIOR CENTER KITCHEN EQUIPMENT

	Description
	See Attached Bid Item ***Equipment List*** pgs. 1-5 Bidder agrees to deliver all items and place inside the Town of Rotterdam Senior Center located at 2639 Hamburg Street, Schenectady, NY 12303. **NOTE: Questions should be submitted in writing to Lloyd Denny, Department of Public Works at ldenny@rotterdamny.org, or by calling 518-355-7575 Ext. 330.**

FE&S 2023 DEALER OF THE YEAR

BID

04/27/2023

Customer:
Town of Rotterdam
Sr. Center Kitchen Remodel
2639 Hamburg Street
Rotterdam, NY 12303

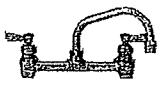
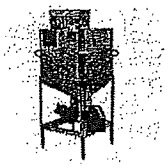
From:
Singer Kittredge
Aaron Dell
116 Railroad Ave
Albany, NY 12205
413-304-4100
(518) 723-3566 (Contact)

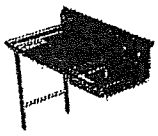
This is a quote (the "Quote") to provide equipment and/or services. This Quote includes the conditions presented below and the terms that are included at https://www.singerequipment.com/policies/quote-terms-conditions (the "Terms").

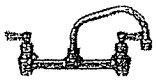
When you accept this Quote, as provided below, this Quote, together with the Terms, will form a binding contract (the "Contract") between you and Singer MA LLC, d.b.a. Singer Kittredge, a division of Singer Equipment Company, Inc. ("Singer").

Aaron Dell (Acct. Manager)
Cell/Txt: (518) 723-3566
Email: adell@singerequipment.com

Item	Qty	Description	
1	1 ea	**TWO (2) COMPARTMENT SINK**	
		 Sapphire Manufacturing Model No. SMS2424-2 Sink, 2-compartment, 53"W x 29-1/2"D x 44-1/4"H overall size, (2) 24"W x 24" front-to-back x 14" deep compartments, 9-3/4"H backsplash, (1) set of splash mount faucet holes with 8" centers, 1-1/2" rounded edge on working sides, 18/304 stainless steel construction, galvanized steel legs, 1" adjustable plastic bullet feet, KD, NSF	
	1 kt	SM-SLS18 Stainless Steel Legs in Lieu of Standard Galvanized, 19"H, with stainless steel adjustable foot, set of (4) (for use with compartment sinks with 14" deep bowls ONLY), NSF (UPCHARGE)	
		ITEM TOTAL:	**$1,002.63**

Item	Qty	Description		
1.1	1 ea	**FAUCET CONTROL VALVE**  Fisher Model No. 64769 Control Valve, backsplash mount, 8" centers, EZ install adapters, 12" swing spout, lever handles with color coded indexes, 1/2" inlets, stainless steel seats, brass construction	**ITEM TOTAL:**	**$190.44**
1.2	2 ea	**DRAIN, LEVER / TWIST WASTE**  Fisher Model No. 22209 DrainKing Waste Valve, with flat strainer, 12 GPM drain rate, dual teflon seals, stainless steel ball, cast red brass body	**ITEM TOTAL:**	**$294.60**
1.3	2 ea	**SHELVING WALL MOUNTS**  Centaur Model No. C1WD14C Packed 2 ea Centaur® Shelf Support, 14", single wall mount, includes: shelf support & mounting plate, (two required per shelf), chrome	**ITEM TOTAL:**	**$42.92**
1.4	1 ea	**WIRE SHELVING**  Centaur Model No. C1448C Packed 4 ea Centaur® Shelving C Series Shelving, wire, 48"W x 14"D, chrome plated finish, NSF	**ITEM TOTAL:**	**$34.96**
2	1 ea	**DISHWASHER, DOOR TYPE**  CMA Dishmachines Model No. E-C (10090223) Energy Mizer® Dishwasher, door type, 25-3/4" W, low temperature chemical sanitizing, top mounted controls, corner design, (40) racks/hour, external sump, Poly Pro™ scrap accumulator, auto start/stop, stainless steel construction, 17" door opening, includes (1) open & (1) peg rack, 1 HP wash pump, ETL-Sanitation, cULus		
	1 ea	115v/60/1-ph, 16.0 amps, standard	**ITEM TOTAL:**	**$4,783.08**

Item	Qty	Description	
2.1	1 ea	**SOILED DISHTABLE**  Sapphire Manufacturing Model No. SMSDT-36L Soiled Dishtable, straight, left-to-right operation, 36"W x 30"D x 44-1/2"H overall size, (1) 20"W x 20" front-to-back x 5" deep pre-rinse sink (includes pre-rinse basket & 3-1/2" drain basket), 10-1/2"H backsplash, (1) set of splash mount faucet holes with 8" centers, 1-1/2" rolled front & side rims, 16/304 stainless steel top, stainless steel legs with welded cross brace & adjustable bullet feet, KD, NSF	
			ITEM TOTAL: **$771.87**
2.2	1 ea	**PRE-RINSE FAUCET ASSEMBLY**  Fisher Model No. 2210-WB Pre-Rinse Assembly, 8" adjustable centers, wall-mounted mixing valve, with spring action flexible gooseneck, with Ultra-Spray™/PLUS spray valve (1.15 gallons per minute @ 60 PSI), with wall bracket	
			ITEM TOTAL: **$395.57**
2.3	1 ea	**CLEAN DISHTABLE**  Sapphire Manufacturing Model No. SMCDT-36R Clean Dishtable, straight, left-to-right operation, 36"W x 30"D x 44-1/2"H overall size, 10-1/2"H backsplash, 1-1/2" rolled front & side rims, 16/304 stainless steel top, stainless steel legs with welded cross brace & adjustable bullet feet, KD, NSF	
			ITEM TOTAL: **$381.29**
3	1 ea	**HAND SINK**  Sapphire Manufacturing Model No. SMHS-01 (NS_10202758) Hand Sink, wall-mounted, open sided, 17"W x 15"D x 14"H overall, with a 14"W x 10"D (front to back) bowl that is 5-1/2" deep, 4" OC splash mount faucet holes, 8-1/2" backsplash and raised edges. Includes a 3-1/2" gooseneck faucet (Tap item # TWMF-435G) with a two-year warranty, basket drain and wall mounting clip. Constructed of 20/304 stainless steel, NSF	
			ITEM TOTAL: **$134.45**
4/5	1 ea	**WORK TABLE, STAINLESS STEEL TOP**  Sapphire Manufacturing Model No. SMTB-3096S (NS_10277965) Work Table, 96"W x 30"D, 18/400 stainless steel reinforced top, 1-1/2" rounded front edge, flat edge on both ends, 5" backsplash, adjustable stainless steel undershelf, (6) stainless steel tubular legs, 1" adjustable stainless steel bullet feet, KD, NSF	
	1 ea	SMDOS-1296 Overshelf, table mounted, double, 96"W x 12"D, rolled rim edges at front and rear, flat edge at ends, adjustable bottom shelf, 18/400 series stainless steel construction, 1" stainless steel tubular posts, KD, NSF	
			ITEM TOTAL: **$1,373.17**

Item	Qty	Description	
6	1 ea	**ONE (1) COMPARTMENT SINK**	
		 Sapphire Manufacturing Model No. SMS2424 (NS_10249103) Sink, 1-compartment, 29"W x 29-1/2"D x 44-1/4"H overall size, (1) 24"W x 24" front-to-back x 14" deep compartment, 9-3/4"H backsplash, (1) set of splash mount faucet holes with 8" centers, 1-1/2" rounded edge on working sides, 18/304 stainless steel construction, galvanized steel legs, 1" adjustable plastic bullet feet, KD, NSF	
		ITEM TOTAL:	**$495.10**
6.1	1 ea	**WALL / SPLASH MOUNT FAUCET**	
		 Fisher Model No. 64750 Faucet, backsplash mount, 8" centers, 10" swing spout, lever handles with color coded indexes, 1/2" NPT male inlets, with EZ Install Adapters, brass, CSA, ADA Compliant	
	1 ea	1 year warranty against defects in materials or workmanship, standard	
		ITEM TOTAL:	**$156.12**
7	1 ea	**WORK TABLE, STAINLESS STEEL TOP**	
		 Sapphire Manufacturing Model No. SMT-2472S Work Table, 72"W x 24"D, 18/400 stainless steel reinforced top, 1-1/2" rounded edge on front & rear, flat edge on both ends, adjustable stainless steel undershelf, (4) stainless steel tubular legs, 1" adjustable stainless steel bullet feet, KD, NSF	
	1 ea	SMDOS-1272 Overshelf, table mounted, double, 72"W x 12"D, rolled rim edges at front and rear, flat edge at ends, adjustable bottom shelf, 18/400 series stainless steel construction, 1" stainless steel tubular posts, KD, NSF	
	1 st	SM-CS229 (NS_SPHSMCS229) Stem Caster, for (4) leg tables/equipment stands, 5" polyurethane wheel, 250 lbs. wheel load capacity, adds 6" to height, set of (4) (2 with locks), retail boxed	
		ITEM TOTAL:	**$960.71**

Item	Qty	Description	
8	1 ea	**MEGA TOP SANDWICH / SALAD PREPARATION REFRIGERATOR**	
		 Arctic Air Model No. AMT48R Mega Top Sandwich/Salad Prep Table, two-section, 48-1/4" W, 12 cu. ft. capacity, self-contained rear mounted refrigeration, electronic thermostat with digital LED temperature display, 33°F to 41°F temperature range, 9"D cutting board, (18) 1/6 clear Lexan pans included, (2) vaulted solid hinged self-closing doors with 90° stay open feature, (2) wire shelves, stainless steel front & sides, white ABS interior liner with stainless steel floor, (4) 3" casters (2 locking), R290 Hydrocarbon refrigerant, 754 BTU/h rejected heated air gain, 1/2 HP, 4.3 amps, cord, NEMA 5-15P, cETLus, ETL-Sanitation	
	1 ea	NOTE: A 6% inbound ocean freight surcharge is currently reflected in the net cost of all equipment & accessories	
	1 ea	2 year parts & labor, 5 years on compressor warranty standard	
	1 ea	3" casters (2 locking), set of 4, standard	
	1 ea	Arctic Air freight program - (2-4 units), priced per ea (NET)	
		ITEM TOTAL:	**$2,645.93**
12	1 ea	**REACH-IN REFRIGERATOR**	
		 Arctic Air Model No. (AR49) Refrigerator, reach-in, two-section, 54"W, 49.0 cu. ft. capacity, electronic thermostat with digital LED display, +33°F to +41°F temperature range, (2) solid hinged self-closing doors with locks (field reversible), remain open door feature, removable magnetic door gasket, (6) adjustable wire shelves, stainless steel front & sides, white aluminum interior liner with stainless steel floor, (4) 5-1/2" casters (2 locking), bottom mounted self-contained refrigeration, R290 Hydrocarbon refrigerant, 754 BTU/h rejected heated air gain, 1/3 HP, 115v/60/1-ph, 4.5 amps, cord, NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR®	
	1 ea	NOTE: A 6% inbound ocean freight surcharge is currently reflected in the net cost of all equipment & accessories	
	1 ea	2 year parts & labor, 5 years on compressor warranty standard	
	1 ea	6" casters (2 locking), set of 4, standard	
	1 ea	Arctic Air freight program (for larger cu. ft. units) - (2-4 units), priced per ea (NET)	
		ITEM TOTAL:	**$2,496.75**

Item	Qty	Description	
13	1 ea	**FREEZER, REACH-IN**	
		 Arctic Air Model No. (AF23) Freezer, reach-in, one-section, 27"W, 23.0 cu. ft. capacity, electronic thermostat with digital LED display, -10°F to +10°F temperature range, (1) solid hinged self-closing door with lock (field reversible), remain open door feature, removable magnetic door gasket, (3) adjustable wire shelves, stainless steel front & sides, white aluminum interior with stainless steel floor, (4) 5-1/2"" casters (2 locking), bottom mounted self-contained refrigeration, R290 Hydrocarbon refrigerant, 1600 BTU/h rejected heated air gain, 4/5 HP, 115v/60/1-ph, 8.0 amps, cord, NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR®	
	1 ea	NOTE: A 6% inbound ocean freight surcharge is currently reflected in the net cost of all equipment & accessories	
	1 ea	2 year parts & labor, 5 years on compressor warranty standard	
	1 ea	6" casters (2 locking), set of 4, standard	
	1 ea	Arctic Air freight program - (2-4 units), priced per ea (NET)	
		ITEM TOTAL:	**$2,502.83**
14	5 ea	**WIRE SHELVING**	
		 Centaur Model No. C1842C Packed 4 ea Centaur® Shelving C Series Shelving, wire, 42"W x 18"D, chrome plated finish, NSF	
	4 ea	C74C Centaur® Stationary Post, 74-5/8"H, with leveling bolt & cap, chrome	
		ITEM TOTAL:	**$239.23**
15	5 ea	**WIRE SHELVING**	
		 Centaur Model No. C1848C Packed 4 ea Centaur® Shelving C Series Shelving, wire, 48"W x 18"D, chrome plated finish, NSF	
	4 ea	C74C Centaur® Stationary Post, 74-5/8"H, with leveling bolt & cap, chrome	
		ITEM TOTAL:	**$257.23**
X		**SINGER KITTREDGE SERVICES**	
		All items quoted include:	
		1) Onsite delivery to Town of Rotterdam Senior Center located at 2639 Hamburg Street, Schenectady, NY 12303	
		2) Unpacking, pealing of tape, and assembly	
		3) Set in place, and make ready for connections by others	
		Total	$19,158.88

Singer MA, LLC - New York Dept of State Vendor ID 1000017209

Prices are valid for 30 days unless otherwise noted herein, thereafter reconfirm.

Unless otherwise noted herein, freight charges are NOT included.

Warranties
Manufacturer's standard warranties are included. No other warranty is extended or implied unless otherwise noted herein, and ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED TO THE FULLEST EXTENT ALLOWED BY LAW.

Taxes
Prices do not include sales nor use tax unless otherwise noted herein. All applicable taxes are subject to the current rate at time of final invoicing and are the responsibility of the customer.

Payment Terms
Unless otherwise noted herein, standard payment terms are 50% due at signing of quote and acceptance of terms and conditions, and the remaining balance will be due prior to delivery. Prices are quoted based on check or ACH as a form of payment. Credit card payment may incur a service charge on the total order.

See link to the Terms and Conditions, Return/Cancellation Section for the return and cancellation terms applicable to this Quote.

See link to the Terms and Conditions, Delivery Section, for delivery and shipping terms applicable to this Quote.

See link to the Terms and Conditions, Scope of Work Section, for the scope of Singer's work and exclusions therefrom applicable to this Quote.

Please read this quotation carefully as it is based upon our interpretation of the items being requested. Review this quotation for errors, omissions or inaccuracies of any kind. The customer is responsible to verify all measurements, directions of operation, voltages and utility specifications prior to ordering. Any changes to the above may incur a price adjustment.

TO ACCEPT THE QUOTE AND THE TERMS, AND TO CONFIRM OUR CONTRACT, PLEASE EITHER:

A. Select the "ACCEPT" button at the bottom of the screen which will prompt you to execute an electronic signature, which we accept. *By executing this Quote and the Contract hereby created, you are authorizing Singer to rely on your electronic signature as binding confirmation of your agreement to Contract. In addition, by executing this Quote, you are expressly acknowledging and agreeing to the Contract thereby created, comprised of this Quote and the Singer Terms, and the terms on each and every page of the Contract.*

B. Print, sign and return this entire document to your Singer Representative or Copy and Paste this entire document into your confirming acceptance email and send the email to your Singer Representative.

As an authorized representative of the undersigned customer, the undersigned hereby confirms and accepts the terms of the Quote and the Terms at https://www.singerequipment.com/policies/quote- terms-conditions, which I hereby confirm on behalf of the Customer, I have reviewed and accepted, and thus confirm and the Contract between the undersigned Customer and Singer intending the undersigned Customer to be legally bound by the terms of the Contract hereby formed.

AS THE AUTHORIZED REPRESENTATIVE OF THE CUSTOMER, I FURTHER CONFIRM THAT ANY PRE-PRINTED TERMS THE CUSTOMER MAY INCLUDE ON ANY PURCHASE ORDER OR CONFIRMATION WILL NOT AMEND THIS QUOTE OR THE CONTRACT AND WILL NOT BE BINDING ON SINGER AND ARE EXPRESSLY EXCLUDED.

If you are an individual, YOU HEREBY CONFIRM THAT YOU ARE OF LEGAL AGE TO CONTRACT IN YOUR JURISDICTION (18 OR 19 DEPENDING UPON YOUR STATE), and are signing and returning this Contract as your voluntary act and deed, intending to be legally bound by this Contract, which includes the above Quote and the Terms at https://www.singerequipment.com/policies/quote-terms-conditions, both of which I hereby ACCEPT.

WE ACCEPT ELECTRONIC SIGNATURES. *By executing this Quote and the Contract hereby created, as the authorized representative of the Customer, you are authorizing Singer to rely on your electronic signature as binding confirmation of your agreement to Contract. In addition, by executing this Quote, on behalf of the Customer, you are expressly acknowledging and agreeing to the Contract thereby created, comprised of this Quote and the Singer Terms, and the terms on each and every page of the Contract.*

Insert name of customer: _____

By (signature): _____

Name (print): _____

Title (print): _____

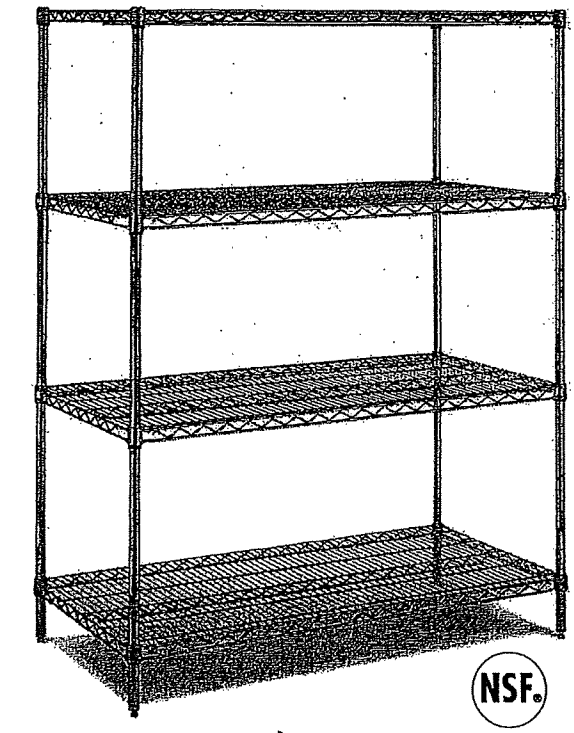
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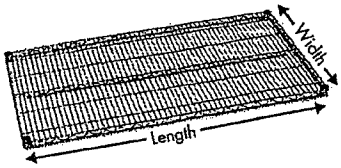
Centaur™

Wire Shelving

PROJECT NAME: _____ LOCATION: _____

ITEM: _____ MODEL: _____





LOAD CAPACITY:
Up to 48" (1219mm) Length
= 800 lbs. (363kg)
54"-72" (1372-1829mm) Length
= 600 lbs. (272kg)

WIRE SHELVING

- **Unique Design:** The open wire design of these heavy-gauge carbon steel shelves minimizes dust accumulation and allows a free circulation of air, greater visibility of stored items and greater light penetration.
- **Versatile Construction:** Centaur wire shelving can change as quickly as your needs change.
- **Fast, Secure Assembly:** Posts have circular grooves at 1" (25mm) intervals. A tapered split sleeve snaps together around each post. Tapered openings in the shelf corners slide over the tapered split sleeves, providing a positive lock. Shelf is assembled in minutes without the use of any special tools.
- **Shelf Mat Wires:** Run front to back, allowing you to slide items on and off shelves smoothly.
- **Shelf Accessibility:** Shelves can be loaded/unloaded easily from all sides. This open construction allows use of maximum storage space or cube.
- **Adjustability:** Shelves can be adjusted at 1" (25mm) intervals along the entire length of the post.
- **Finish Options:** Chromate for dry storage. Green epoxy with chromate substrate for walk-in coolers and other damp environments.
- **Posts:** Ball levelers compensate for surface irregularities on stationary posts. Posts also available for mobile application.

WIRE SHELVES

Size (in)	Size (mm)	Approx. Weight Per Shelf (lbs)	Approx. Weight Per Shelf (kg)	Pack Qty.	Chromate	Green Epoxy
14x24	355x610	8	3.7	4	C1424C	C1424K
14x30	355x760	9	4.2	4	C1430C	C1430K
14x36	355x914	11	5.0	4	C1436C	C1436K
14x42	355x1066	9.6	4.3	4	C1442C	C1442K
14x48	355x1219	10.6	4.7	4	C1448C	C1448K
14x60	356x1524	14	6.3	2	C1460C	C1460K
14x72	356x1829	17	7.7	2	C1472C	C1472K
18x24	457x610	7	3.2	4	C1824C	C1824K
18x30	457x760	8	3.6	4	C1830C	C1830K
18x36	457x914	9.5	4.3	4	C1836C	C1836K
18x42	457x1066	11	5	4	C1842C	C1842K
18x48	457x1219	12	5.4	4	C1848C	C1848K
18x54	457x1372	14.5	6.6	2	C1854C	C1854K
18x60	457x1524	14	6.7	2	C1860C	C1860K
18x72	457x1829	20	9.5	2	C1872C	C1872K
21x24	533x610	8	3.6	4	C2124C	C2124K
21x30	533x760	9	4.1	4	C2130C	C2130K
21x36	533x914	11	5	4	C2136C	C2136K
21x42	533x1066	12	5.4	4	C2142C	C2142K
21x48	533x1219	14	6.4	4	C2148C	C2148K
21x54	533x1372	16	7.3	2	C2154C	C2154K
21x60	533x1524	18	8	2	C2160C	C2160K
21x72	533x1829	24	10.9	2	C2172C	C2172K
24x24	610x610	9	4.1	4	C2424C	C2424K
24x30	610x760	11	5.0	4	C2430C	C2430K
24x36	610x914	13	5.9	4	C2436C	C2436K
24x42	610x1066	15	6.8	4	C2442C	C2442K
24x48	610x1219	16	7.3	4	C2448C	C2448K
24x54	610x1372	19	8.6	2	C2454C	C2454K
24x60	610x1524	21	9.6	2	C2460C	C2460K
24x72	610x1829	26	11.8	2	C2472C	C2472K

Specifications subject to change without notice.

Approvals

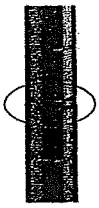
Centaur™

Centaur™

Wire Shelving

POSTS

Approx. Wgt. Per Pair (lbs)	(kg)	Height* (in)	(mm)	STATIONARY Chrome	Green Epoxy	MOBILE** Height (in)	(mm)	Chrome	Green Epoxy
1/2	0.3	21	191	C7C	C7K	16 7/8	174	C7UC	C7UK
1	0.5	14	370	C13C	C13K	13 3/4	349	C13UC	C13UK
2	0.9	34 1/2	875	C33C	C33K	33 3/4	857	C33UC	C33UK
3	1.4	54 7/8	1385	C54C	C54K	54 1/8	1366	C54UC	C54UK
3 1/2	1.6	62 7/8	1590	C63C	C63K	61 7/8	1570	C63UC	C63UK
4	1.8	74	1895	C74C	C74K	73 7/8	1873	C74UC	C74UK
5	2.2	86 7/8	2200	C86C	C86K	85 7/8	2181	C86UC	C86UK

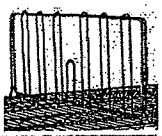


Posts are grooved at 1" (25mm) increments and numbered at 2" (50mm) increments. Posts are double-grooved every 8" (203mm) for easy identification.

*Height includes leveling bolt and cap on stationary units.
**Casters sold separately. A 5" (127mm) caster adds approximately 6" (152mm) to overall height.

Shelf Dividers for Shelves

Keep shelf contents orderly with these 8" (203mm) high, pressure-fit dividers.



Shelf Width (in)	(mm)	Approx. Pkd. Wt. (lbs)	(kg)	Plated
18	457	2.25	1.0	CDD18C
24	610	2.75	1.3	CDD24C

Stackable Shelf Ledges

4" (100mm) High



Shelf Width (in)	(mm)	Approx. Pkd. Wt. (lbs)	(kg)	Plated
14	355	0.83	0.36	CL14C
18	457	1.5	0.68	CL18C
24	610	2.0	0.9	CL24C
30	760	2.25	1.03	CL30C
36	914	2.75	1.25	CL36C
48	1219	3.75	1.88	CL48C
60	1524	4.0	1.81	CL60C
72	1828	5.0	2.25	CL72C

Note: Actual ledge length is approximately 1" (25mm) shorter than nominal shelf length/width.

Replacement Plastic Split Sleeves

One bag required per shelf; 4 pairs per bag.
Cat. No. C9985



"S" Hook

Two are required for each storage level.
Cat. No. C9995Z



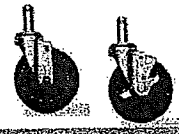
Foot Plates

Use to bolt units to the floor, or when a broader, more stable foot is desired.
Zinc. Cat. No. C9993Z.



Stem Casters — Resilient Rubber (Order By Each)

Use with posts to create a mobile shelving unit to meet your special needs. Each caster is constructed of resilient rubber wheels and plated components. Load rating is 200 lbs. (90kg) per caster. Sold by the piece.



Wheel Diameter (in)	(mm)	Face (in)	(mm)	Load Rating (lbs)	(kg)	Type	Wheel Tread	Approx. Pkd. Wt. (lbs)	(kg)	Cat. No.
5	127	1 1/4	32	200	90	Stem/Swivel	Resilient	2 1/2	1.1	C5S
5	127	1 1/4	32	200	90	Stem/Brake	Resilient	2 7/8	1.2	C5SB

Stem Caster Kit — High Modulus Rubber (One Kit = Four Casters)

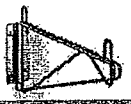
Kit consists of four swivel casters with brakes. Each caster is constructed of durable, non-marking high modulus rubber. Load rating is 300 lbs. (136kg) per caster.

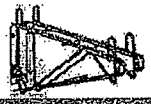


Wheel Diameter (in)	(mm)	Face (in)	(mm)	Load Rating (lbs)	(kg)	Type	Wheel Tread	Approx. Pkd. Wt. (lbs)	(kg)	Cat. No.
5	127	1 1/4	32	300	136	Stem/Brake	Flat High Modulus Rubber	3	1.4	C5HBX4

Direct Wall Mounts

Each consists of one shelf support and mounting plate. Use single support at shelf ends; double support for adjoining shelves. (Single — Two required per shelf.)


Single Shelf Support


Double Shelf Support

Shelf Width (in)	(mm)	Approx. Pkd. Wt. (lbs)	(kg)	SINGLE Chrome	Green Epoxy	Approx. Pkd. Wt. (lbs)	(kg)	DOUBLE Chrome	Green Epoxy
12	355	1	0.4	C1WD14C	C1WD14K	2	1	C2WD14C	C2WD14K
18	457	2	0.9	C1WD18C	C1WD18K	4	1.8	C2WD18C	C2WD18K
24	610	3	1.4	C1WD24C	C1WD24K	4.5	2	C2WD24C	C2WD24K

Warranty

Green Epoxy shelves, posts, and accessories have a limited 7 year warranty against corrosion.

103-205 - CENTAUR-NP - Rev. 4/12

Information and specifications are subject to change without notice. Please confirm at time of order.

Centaur™

SHELVES

Nominal Width/Length (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)	Cat. No. Chromate	Cat. No. Epoxy Coating
14x24	457x760	7.8	3.5	C1424C	C1424K
14x30	457x914	9.5	4.2	C1430C	C1430K
14x36	457x1060	11.3	5.0	C1436C	C1436K
14x42	457x1219	13.0	5.8	C1442C	C1442K
14x48	457x1372	14.8	6.6	C1448C	C1448K
14x60	457x1524	16.5	7.4	C1460C	C1460K
14x72	457x1829	19.8	8.8	C1472C	C1472K
18x24	457x610	8.0	3.6	C1824C	C1824K
18x30	457x760	7.8	3.5	C1830C	C1830K
18x36	457x914	9.6	4.2	C1836C	C1836K
18x42	457x1060	11.3	5.0	C1842C	C1842K
18x48	457x1219	13.0	5.8	C1848C	C1848K
18x54	457x1372	14.8	6.6	C1854C	C1854K
18x60	457x1524	16.5	7.4	C1860C	C1860K
18x72	457x1829	19.8	8.8	C1872C	C1872K
21x24	530x610	8.0	3.6	C2124C	C2124K
21x30	530x760	9.5	4.2	C2130C	C2130K
21x36	530x914	11.3	5.0	C2136C	C2136K
21x42	530x1060	12.5	5.6	C2142C	C2142K
21x48	530x1219	14.8	6.4	C2148C	C2148K
21x54	530x1372	16.5	7.4	C2154C	C2154K
21x60	530x1524	18.5	8.1	C2160C	C2160K
21x72	530x1829	21.5	9.6	C2172C	C2172K
24x24	610x610	9.5	4.2	C2424C	C2424K
24x30	610x760	11.3	5.0	C2430C	C2430K
24x36	610x914	13.0	5.8	C2436C	C2436K
24x42	610x1060	14.0	6.3	C2442C	C2442K
24x48	610x1219	15.5	6.9	C2448C	C2448K
24x54	610x1372	18.3	8.1	C2454C	C2454K
24x60	610x1524	20.0	8.9	C2460C	C2460K
24x72	610x1829	23.3	10.4	C2472C	C2472K

Note: Each shelf up to and including 48" (1219mm) long have a maximum weight capacity of 800 lbs. (363kg) evenly distributed. Shelves longer than 48" (1219mm) have a maximum weight capacity of 600 lbs. (272kg) evenly distributed.

POSTS (STATIONARY)

Nominal Width/Length (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)	Cat. No. Chromate	Cat. No. Epoxy Coating
7	178	0.7	0.3	C7C	C7K
13	330	0.9	0.4	C13C	C13K
33	838	2	0.9	C33C	C33K
54	1372	3.4	1.5	C54C	C54K
63	1600	3.6	1.6	C63C	C63K
74	1880	4.1	1.9	C74C	C74K
86	2184	4.8	2.2	C86C	C86K

SPLIT POSTS

4 pack of 2-piece posts for a single shelving unit.

Nominal Width/Length (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)	Cat. No. Chromate	Cat. No. Epoxy Coating
74	1880	16.4	7.6	C74TSPC-4PK	C74TSPK-4PK

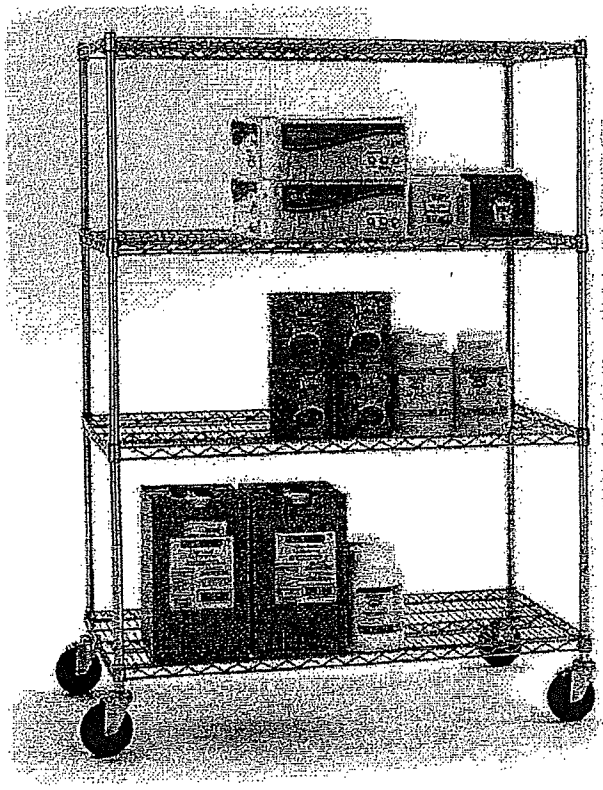


POSTS (MOBILE)

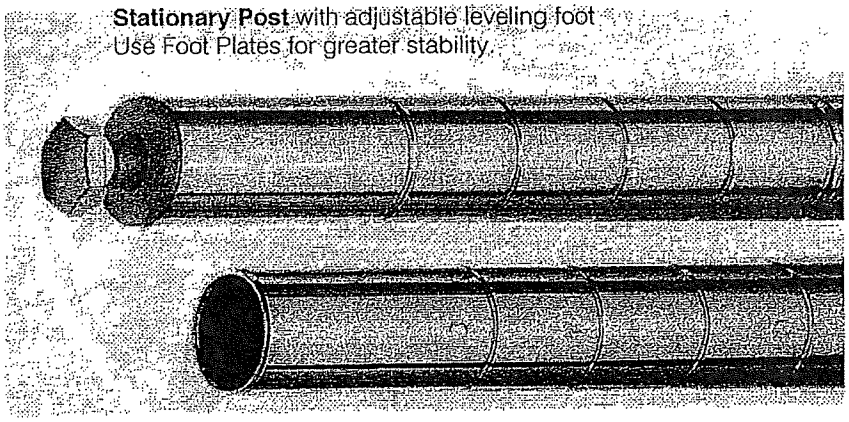
Nominal Width/Length (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)	Cat. No. Chromate	Cat. No. Epoxy Coating
7	178	0.6	0.3	C7UC	C7UK
13	330	0.8	0.4	C13UC	C13UK
33	838	1.9	0.9	C33UC	C33UK
54	1372	3.3	1.5	C54UC	C54UK
63	1600	3.5	1.6	C63UC	C63UK
74	1880	4	1.8	C74UC	C74UK
86	2184	4.7	2.1	C86UC	C86UK

NSF

AVAILABLE IN POS KITS
See Page 6



Stationary Post with adjustable leveling foot. Use Foot Plates for greater stability.



Stem Caster Mobile Post accepts standard stem casters. Use these for the majority of standard duty transport and movable storage applications.

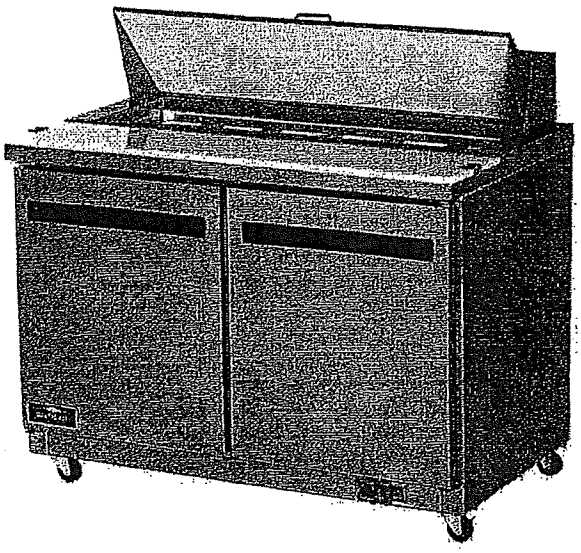
See Casters on Next Page ▸

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Stainless design.
Stellar performance.
Superior value.

Project name: _____
Location: _____
Item #: _____ QTY: _____
Model #: _____

AMT48R REFRIGERATOR | MEGA-TOP SANDWICH/SALAD PREP TABLE



AMT48R

- Tested to NSF Standard 7 requirements for open food storage.
- Standard with full two year parts and labor warranties and a five year compressor warranty.
- Arctic Air products must pass numerous quality control inspections throughout the manufacturing process.
- All products are pressurized with environmentally friendly and more efficient Hydrocarbon gas.

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Intertek Intertek

AMT48R REFRIGERATOR | MEGA-TOP SANDWICH/SALAD PREP TABLE

Added space allows for extra rows of pans.

1/6 size clear Lexan pans included. *Note: will hold up to 6" deep pans (by others).*

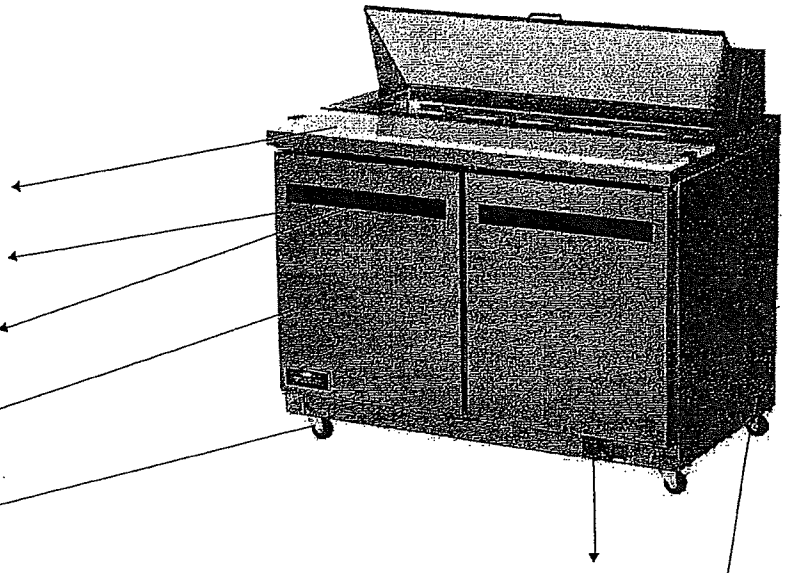
Full length, heavy-duty 5/8" thick cutting board is included.

Vaulted self closing doors that remain open at 90 degrees.

Solid door construction with foamed-in-place recessed handle.

Magnetic door gaskets are removable and replaceable without tools.

Easy to mount plate casters (two locking) are standard with all units.



Large fan motors and blades for more efficient air flow ensuring faster temp recovery times.

Interior cabinet is bright white ABS liner with full stainless steel floor with coved corners.

Efficient condensate hot gas loop built into condensate pan for energy saving evaporation of excess condensate water.

Self contained capillary tube system using environmentally friendly R290 Hydrocarbon gas.

Electronic thermostat with external digital LED display for accurate control and easy reading.

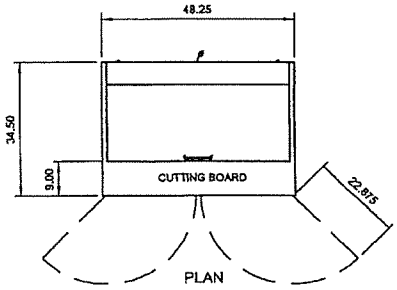
Exterior cabinet construction consists of full stainless steel front and sides.

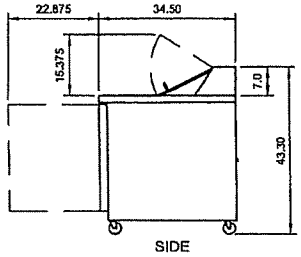
- Tested to NSF Standard 7 requirements for open food storage.
- Standard with full two year parts and labor warranties and a five year compressor warranty.

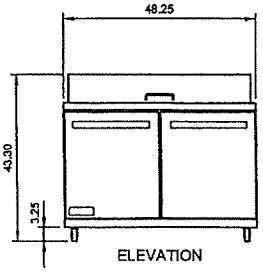
STAINLESS STEEL DESIGN • STELLAR PERFORMANCE • SUPERIOR VALUE

Model Number	External Dimensions Width	Depth*	Height**	Doors	Shelves	Pans (1/6 GN)	Cubic Feet	Temperature Range	Cord Length	HP	AMPS	Refrigerant	NEMA Plug	Crated Weight
AMT48R	48.25"	34.5"	43.3"	2	2	18	12	33°F to 41°F	8'	1/2	4.3	R290	5-15P	320Lbs

*Depth with door open 90° = 57.6"
**Height includes 3" for casters
Cutting board depth = 9"







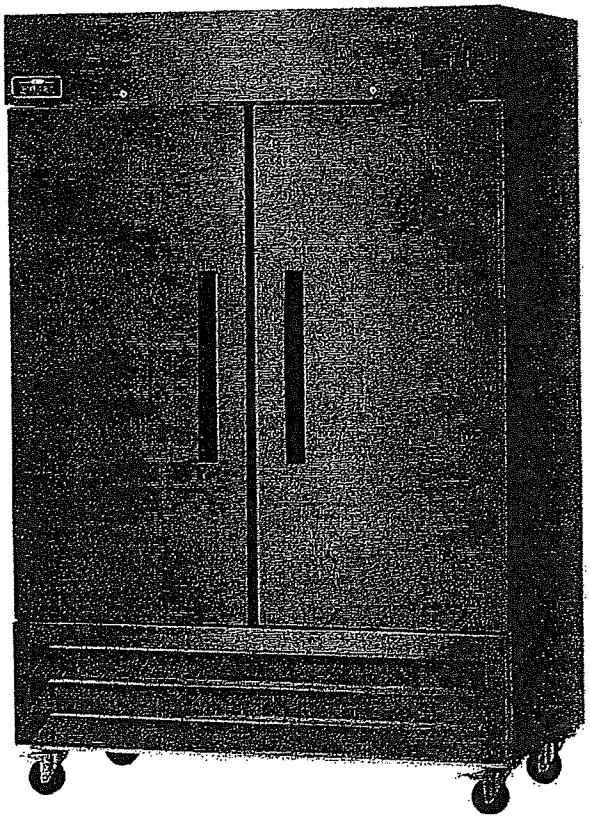
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Location: _____
Item #: _____ QTY: _____
Model #: _____

AR49 REFRIGERATOR | TWO DOOR REACH-IN REFRIGERATOR



AR49

- Tested to NSF Standard 7 requirements for open food storage.
- Standard with full two year parts and labor warranties and a five year compressor warranty.
- Arctic Air products must pass numerous quality control inspections throughout the manufacturing process.
- All products are pressurized with environmentally friendly and more efficient Hydrocarbon gas.
- Energy Star approved

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Intertek Intertek ENERGY STAR

AR49 REFRIGERATOR | TWO DOOR REACH-IN REFRIGERATOR

Exterior cabinet construction consists of full stainless steel front and sides.

Interior cabinet is bright white aluminum liner with full stainless steel floor with coved corners.

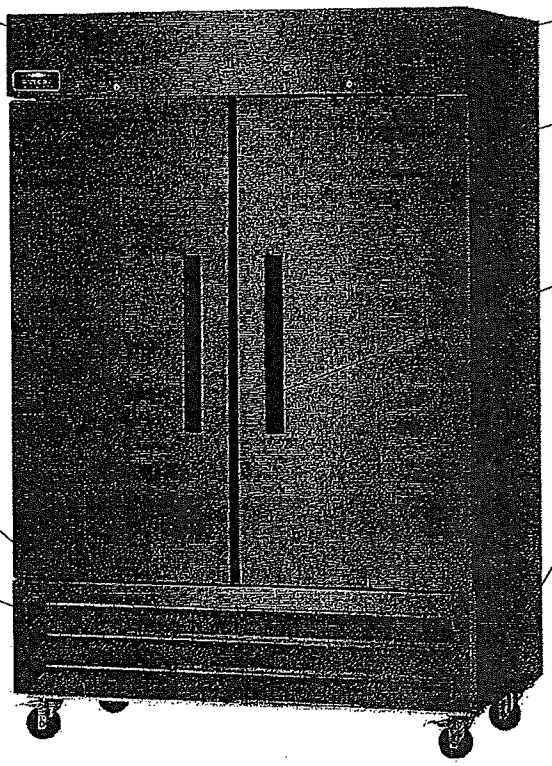
Six adjustable, heavy-duty epoxy coated wire shelves.

Self-contained capillary tube system using environmentally friendly R290 Hydrocarbon gas.

Efficient condensate hot gas loop built into condensate pan for energy saving evaporation of excess condensate water.

Bottom mounted compressor for more efficient operation in coolest area of kitchen.

Front accessible, bottom mounted condensing unit is mounted on slide out rack for easy maintenance.



Electronic thermostat with external digital LED display for accurate control and easy reading.

Vaulted self closing doors that remain open at 90 degrees.

Magnetic door gasket is removable and replaceable without tools.

Field reversible, lockable door with foamed-in-place recessed handle.

Larger fan motors and blades for more efficient air flow ensuring faster recovery times.

Easy to mount plate casters (two lockable) are standard with all units.

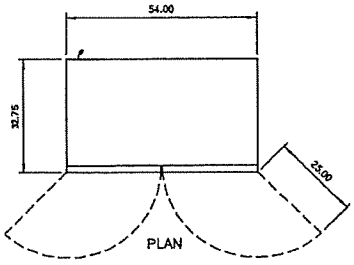
Unit can hold an additional (2) optional stainless steel full size sheet pan racks – part # 64900K behind each door, some field install is required.

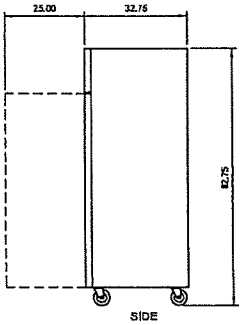
- Tested to NSF Standard 7 requirements for open food storage.
- Standard with full two year parts and labor warranties and a five year compressor warranty.

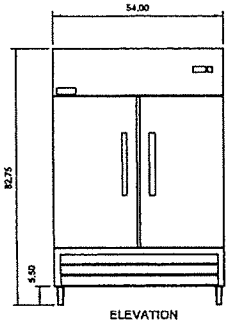
STAINLESS STEEL DESIGN • STELLAR PERFORMANCE • SUPERIOR VALUE

Model Number	External Dimensions W	D	H	Doors	Epoxy Coated Shelves	Cubic Feet	Temperature Range	Cord Length	HP	Amps	Refrigerant	NEMA Plug	Crated Weight
AR49	54"	32.75"	82.75"	2	6	49	33°F to 41°F	8'	1/3	4.5	R290	5-15P	455Lbs

Depth with door open 90° = 59.50"
*Height includes 6" for casters







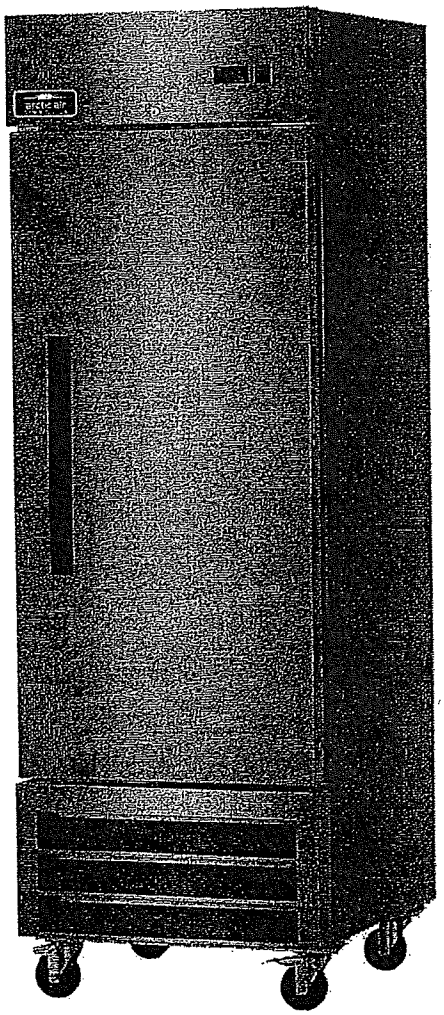
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Project name: _____
Location: _____
Item #: _____ QTY: _____
Model #: _____

AF23 FREEZER | SINGLE DOOR REACH-IN FREEZER



AF23

- Tested to NSF Standard 7 requirements for open food storage.
- Standard with full two year parts and labor warranty and a five year compressor warranty.
- Arctic Air products must pass numerous quality control inspections throughout the manufacturing process.
- All products are pressurized with environmentally friendly and more efficient Hydrocarbon gas.
- Energy Star Approved

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Intertek Intertek ENERGY STAR

AF23 FREEZER | SINGLE DOOR REACH-IN FREEZER

Electronic thermostat with external digital LED display for accurate control and easy reading.

Interior cabinet is bright white aluminum liner with full stainless steel floor with coved corners.

Three adjustable, heavy-duty expoxy coated wire shelves.

Self-contained capillary tube system using environmentally friendly R290 Hydrocarbon gas.

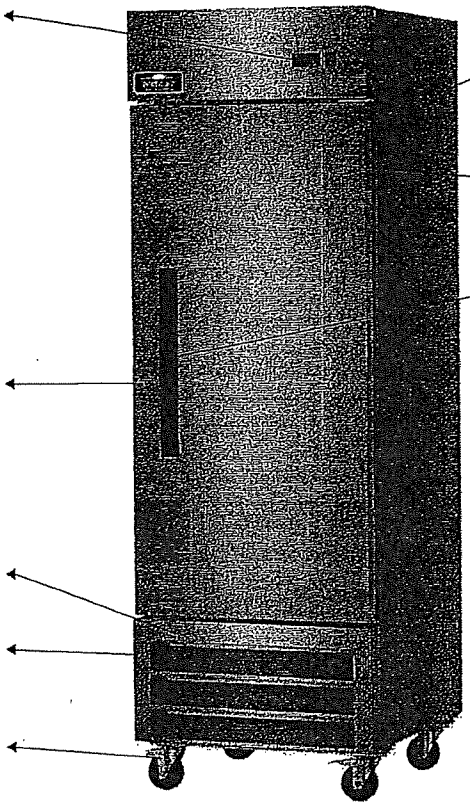
Exterior cabinet construction consists of full stainless steel front and sides.

Efficient condensate hot gas loop built into condensate pan for energy saving evaporation of excess condensate water.

Bottom mounted compressor for more efficient operation in coolest area of kitchen.

Front accessible, bottom mounted condensing unit is mounted on slide out rack for easy maintenance.

Easy to mount plate casters (two lockable) are standard with all units.



Vaulted self closing doors that remain open at 90 degrees.

Freezer door frame has integral factory installed heating element to eliminate condensation.

Magnetic door gasket is removable and replaceable without tools.

Field reversible, lockable door with foamed-in-place recessed handle.

Larger fan motors and blades for more efficient air flow ensuring faster recovery times.

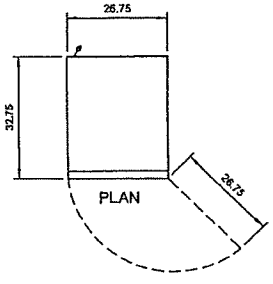
Unit holds full size sheet pans front to back. With optional sls Pan Slide rack (#64900K). Some field install is required.

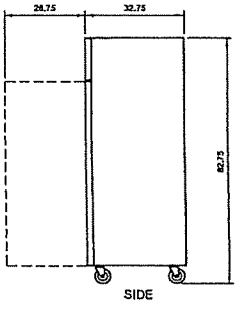
- Tested to NSF Standard 7 requirements for open food storage.
- Standard with full two year parts and labor warranties and a five year compressor warranty.

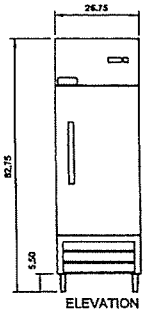
STAINLESS STEEL DESIGN • STELLAR PERFORMANCE • SUPERIOR VALUE

Model Number	External Dimensions Width	Depth	Height	Doors	Epoxy Coated Shelves	Cubic Feet	Temperature Range	Cord Length	HP	AMPS	Refrigerant	NEMA Plug	Crated Weight
AF23	26.75"	32.75"	82.75"	1	3	23	-10°F to 10°F	8'	4/5	8.0	R290	5-15P	325Lbs

Depth with door open 90° = 59.50"
*Height includes 6" for casters







ARCTIC AIR.
COMMERCIAL FREEZERS & REFRIGERATORS

SHELVES

Nominal Width/Length (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)	Cat. No. Chromate	Cat. No. Epoxy Coating
14x24	457x760	7.8	3.5	C1424C	C1424K
14x30	457x914	9.5	4.2	C1430C	C1430K
14x36	457x1060	11.3	5.0	C1436C	C1436K
14x42	457x1219	13.0	5.8	C1442C	C1442K
14x48	457x1372	14.8	6.6	C1448C	C1448K
14x60	457x1524	16.5	7.4	C1460C	C1460K
14x72	457x1829	19.8	8.8	C1472C	C1472K
18x24	457x610	8.0	3.6	C1824C	C1824K
18x30	457x760	7.8	3.5	C1830C	C1830K
18x36	457x914	9.5	4.2	C1836C	C1836K
18x42	457x1060	11.3	5.0	C1842C	C1842K
18x48	457x1219	13.0	5.8	C1848C	C1848K
18x54	457x1372	14.8	6.6	C1854C	C1854K
18x60	457x1524	16.5	7.4	C1860C	C1860K
18x72	457x1829	19.8	8.8	C1872C	C1872K
21x24	530x610	8.0	3.6	C2124C	C2124K
21x30	530x760	9.5	4.2	C2130C	C2130K
21x36	530x914	11.3	5.0	C2136C	C2136K
21x42	530x1060	12.5	5.6	C2142C	C2142K
21x48	530x1219	14.3	6.4	C2148C	C2148K
21x54	530x1372	16.5	7.4	C2154C	C2154K
21x60	530x1524	18.3	8.1	C2160C	C2160K
21x72	530x1829	21.5	9.6	C2172C	C2172K
24x24	610x610	9.5	4.2	C2424C	C2424K
24x30	610x760	11.3	5.0	C2430C	C2430K
24x36	610x914	13.0	5.8	C2436C	C2436K
24x42	610x1060	14.0	6.3	C2442C	C2442K
24x48	610x1219	15.5	6.9	C2448C	C2448K
24x54	610x1372	18.3	8.1	C2454C	C2454K
24x60	610x1524	20.0	8.9	C2460C	C2460K
24x72	610x1829	23.3	10.4	C2472C	C2472K

Note: Each shelf up to and including 48" (1219mm) long have a maximum weight capacity of 800 lbs. (363kg) evenly distributed. Shelves longer than 48" (1219mm) have a maximum weight capacity of 600 lbs. (272kg) evenly distributed.

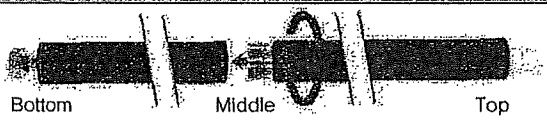
POSTS (STATIONARY)

Nominal Width/Length (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)	Cat. No. Chromate	Cat. No. Epoxy Coating
7	178	0.7	0.3	C7C	C7K
13	330	0.9	0.4	C13C	C13K
33	838	2	0.9	C33C	C33K
54	1372	3.4	1.5	C54C	C54K
63	1600	3.6	1.6	C63C	C63K
74	1880	4	1.8	C74C	C74K
86	2184	4.8	2.2	C86C	C86K

SPLIT POSTS

4 pack of 2-piece posts for a single shelving unit.

Nominal Width/Length (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)	Cat. No. Chromate	Cat. No. Epoxy Coating
74	1880	16.4	7.5	C74TSPC-4PK	C74TSPK-4PK

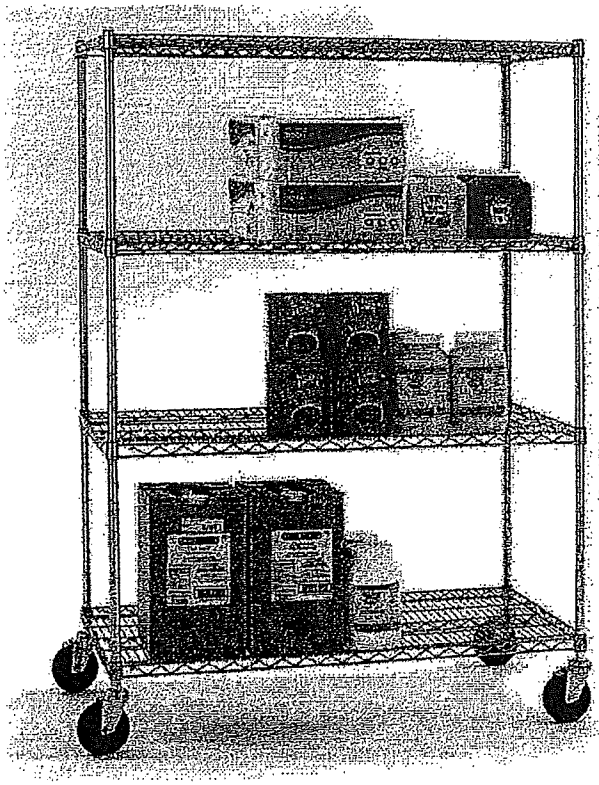


POSTS (MOBILE)

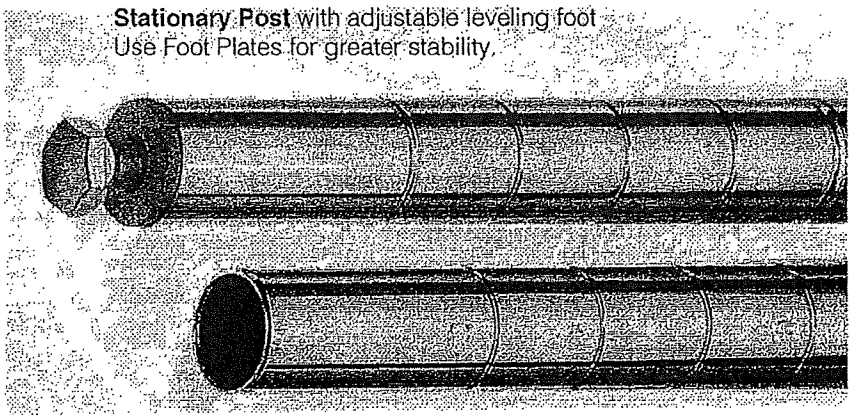
Nominal Width/Length (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)	Cat. No. Chromate	Cat. No. Epoxy Coating
7	178	0.6	0.3	C7UC	C7UK
13	330	0.8	0.4	C13UC	C13UK
33	838	1.9	0.9	C33UC	C33UK
54	1372	3.3	1.5	C54UC	C54UK
63	1600	3.5	1.6	C63UC	C63UK
74	1880	4	1.8	C74UC	C74UK
86	2184	4.7	2.1	C86UC	C86UK

NSF

AVAILABLE IN POS KITS
See Page 6



Stationary Post with adjustable leveling foot
Use Foot Plates for greater stability.



Stem Caster Mobile Post accepts standard stem casters. Use these for the majority of standard duty transport and movable storage applications.

See Casters on Next Page ▸

SHELVES

Nominal Width/Length (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)	Cat. No. Chromate	Cat. No. Epoxy Coating
14x24	457x760	7.8	3.5	C1424C	C1424K
14x30	457x914	9.5	4.2	C1430C	C1430K
14x36	457x1060	11.3	5.0	C1436C	C1436K
14x42	457x1219	13.0	5.8	C1442C	C1442K
14x48	457x1372	14.8	6.6	C1448C	C1448K
14x60	457x1524	16.5	7.4	C1460C	C1460K
14x72	457x1829	19.8	8.8	C1472C	C1472K
18x24	457x610	8.0	3.6	C1824C	C1824K
18x30	457x760	7.8	3.5	C1830C	C1830K
18x36	457x914	9.5	4.2	C1836C	C1836K
18x42	457x1060	11.3	5.0	C1842C	C1842K
18x48	457x1219	13.0	5.8	C1848C	C1848K
18x54	457x1372	14.8	6.6	C1854C	C1854K
18x60	457x1524	16.5	7.4	C1860C	C1860K
18x72	457x1829	19.8	8.8	C1872C	C1872K
21x24	530x610	8.0	3.6	C2124C	C2124K
21x30	530x760	9.5	4.2	C2130C	C2130K
21x36	530x914	11.3	5.0	C2136C	C2136K
21x42	530x1060	12.5	5.6	C2142C	C2142K
21x48	530x1219	14.5	6.4	C2148C	C2148K
21x54	530x1372	16.5	7.4	C2154C	C2154K
21x60	530x1524	18.3	8.1	C2160C	C2160K
21x72	530x1829	21.5	9.6	C2172C	C2172K
24x24	610x610	9.5	4.2	C2424C	C2424K
24x30	610x760	11.3	5.0	C2430C	C2430K
24x36	610x914	13.0	5.8	C2436C	C2436K
24x42	610x1060	14.0	6.3	C2442C	C2442K
24x48	610x1219	15.5	6.9	C2448C	C2448K
24x54	610x1372	18.3	8.1	C2454C	C2454K
24x60	610x1524	20.0	8.9	C2460C	C2460K
24x72	610x1829	23.3	10.4	C2472C	C2472K

Note: Each shelf up to and including 48" (1219mm) long have a maximum weight capacity of 800 lbs. (363kg) evenly distributed. Shelves longer than 48" (1219mm) have a maximum weight capacity of 600 lbs. (272kg) evenly distributed.

POSTS (STATIONARY)

Nominal Width/Length (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)	Cat. No. Chromate	Cat. No. Epoxy Coating
7	178	0.7	0.3	C7C	C7K
13	330	0.9	0.4	C13C	C13K
33	838	2	0.9	C33C	C33K
54	1372	3.4	1.5	C54C	C54K
63	1600	3.6	1.6	C63C	C63K
74	1880	4.1	1.9	C74C	C74K
86	2184	4.8	2.2	C86C	C86K

SPLIT POSTS

4 pack of 2-piece posts for a single shelving unit.

Nominal Width/Length (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)	Cat. No. Chromate	Cat. No. Epoxy Coating
74	1880	16.4	7.6	C74TSPC-4PK	C74TSPK-4PK

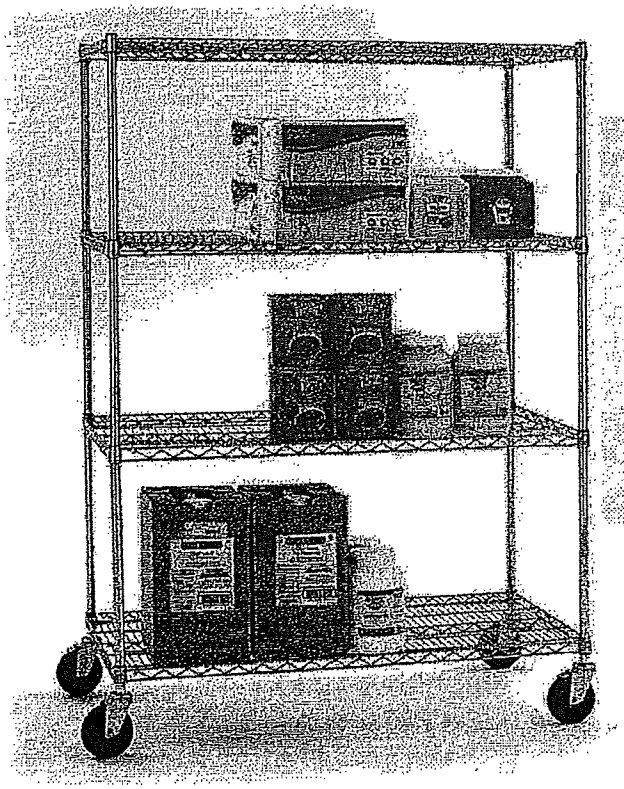


POSTS (MOBILE)

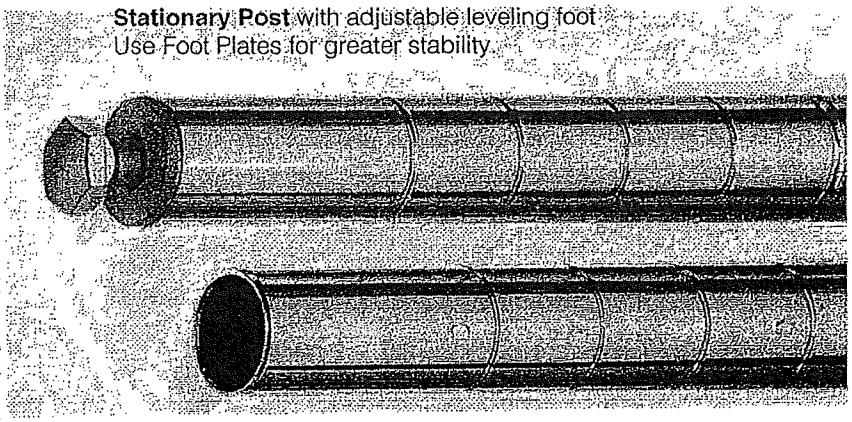
Nominal Width/Length (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)	Cat. No. Chromate	Cat. No. Epoxy Coating
7	178	0.6	0.3	C7UC	C7UK
13	330	0.9	0.4	C13UC	C13UK
33	838	1.9	0.9	C33UC	C33UK
54	1372	3.5	1.5	C54UC	C54UK
63	1600	3.5	1.6	C63UC	C63UK
74	1880	4	1.8	C74UC	C74UK
86	2184	4.7	2.1	C86UC	C86UK

NSF

AVAILABLE IN POS KITS
See Page 6



Stationary Post with adjustable leveling foot. Use Foot Plates for greater stability.



Stem Caster Mobile Post accepts standard stem casters. Use these for the majority of standard duty transport and movable storage applications.

See Casters on Next Page ▸

SHELVES

Nominal Width/Length (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)	Cat. No. Chromate	Cat. No. Epoxy Coating
14x24	457x760	7.8	3.5	C1424C	C1424K
14x30	457x914	9.5	4.2	C1430C	C1430K
14x36	457x1060	11.3	5.0	C1436C	C1436K
14x42	457x1219	13.0	5.8	C1442C	C1442K
14x48	457x1372	14.8	6.6	C1448C	C1448K
14x60	457x1524	16.5	7.4	C1460C	C1460K
14x72	457x1829	19.8	8.8	C1472C	C1472K
18x24	457x610	8.0	3.6	C1824C	C1824K
18x30	457x760	7.8	3.5	C1830C	C1830K
18x36	457x914	9.5	4.2	C1836C	C1836K
18x42	457x1060	11.3	5.0	C1842C	C1842K
18x48	457x1219	13.0	5.8	C1848C	C1848K
18x54	457x1372	14.8	6.6	C1854C	C1854K
18x60	457x1524	16.5	7.4	C1860C	C1860K
18x72	457x1829	19.8	8.8	C1872C	C1872K
21x24	530x610	8.0	3.6	C2124C	C2124K
21x30	530x760	9.5	4.2	C2130C	C2130K
21x36	530x914	11	5.0	C2136C	C2136K
21x42	530x1060	12.5	5.6	C2142C	C2142K
21x48	530x1219	14.3	6.4	C2148C	C2148K
21x54	530x1372	16.5	7.4	C2154C	C2154K
21x60	530x1524	18.3	8.1	C2160C	C2160K
21x72	530x1829	21.5	9.6	C2172C	C2172K
24x24	610x610	9.5	4.2	C2424C	C2424K
24x30	610x760	11.3	5.0	C2430C	C2430K
24x36	610x914	13.0	5.8	C2436C	C2436K
24x42	610x1060	14.0	6.3	C2442C	C2442K
24x48	610x1219	15.5	6.9	C2448C	C2448K
24x54	610x1372	18.3	8.1	C2454C	C2454K
24x60	610x1524	20.0	8.9	C2460C	C2460K
24x72	610x1829	23.3	10.4	C2472C	C2472K

Note: Each shelf up to and including 48" (1219mm) long have a maximum weight capacity of 800 lbs. (363kg) evenly distributed. Shelves longer than 48" (1219mm) have a maximum weight capacity of 600 lbs. (272kg) evenly distributed.

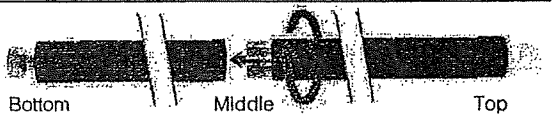
POSTS (STATIONARY)

Nominal Width/Length (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)	Cat. No. Chromate	Cat. No. Epoxy Coating
7	178	0.7	0.3	C7C	C7K
13	330	0.9	0.4	C13C	C13K
33	838	2	0.9	C33C	C33K
54	1372	3.4	1.5	C54C	C54K
63	1600	3.6	1.6	C63C	C63K
74	1880	4.1	1.9	C74C	C74K
86	2184	4.8	2.2	C86C	C86K

SPLIT POSTS

4 pack of 2-piece posts for a single shelving unit.

Nominal Width/Length (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)	Cat. No. Chromate	Cat. No. Epoxy Coating
74	1880	16.4	7.6	C74TSPC-4PK	C74TSPK-4PK

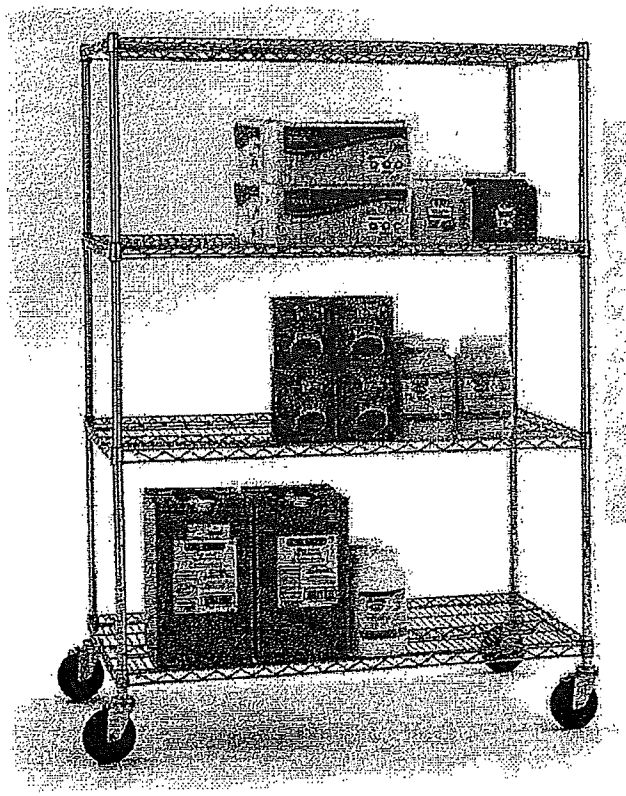


POSTS (MOBILE)

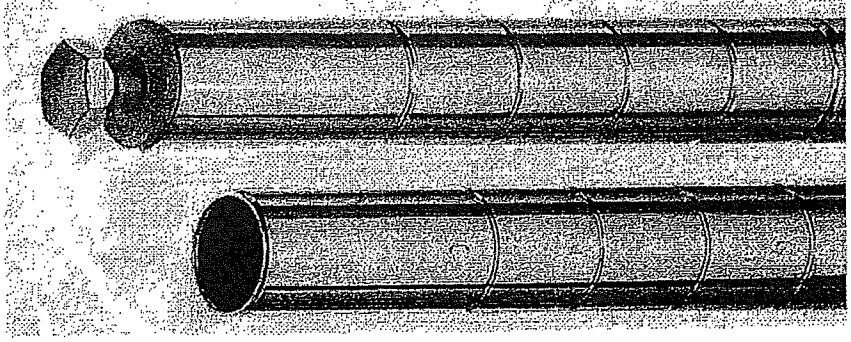
Nominal Width/Length (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)	Cat. No. Chromate	Cat. No. Epoxy Coating
7	178	0.6	0.3	C7UC	C7UK
13	330	0.8	0.4	C13UC	C13UK
33	838	1.9	0.9	C33UC	C33UK
54	1372	3.5	1.5	C54UC	C54UK
63	1600	3.5	1.6	C63UC	C63UK
74	1880	4	1.8	C74UC	C74UK
86	2184	4.7	2.1	C86UC	C86UK

NSF

AVAILABLE IN POS KITS
See Page 6



Stationary Post with adjustable leveling foot. Use Foot Plates for greater stability.



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See Casters on Next Page ▸

SHELVES

Nominal Width/Length (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)	Cat. No. Chromate	Cat. No. Epoxy Coating
14x24	457x760	7.8	3.5	C1424C	C1424K
14x30	457x914	9.5	4.2	C1430C	C1430K
14x36	457x1060	11.3	5.0	C1436C	C1436K
14x42	457x1219	13.0	5.8	C1442C	C1442K
14x48	457x1372	14.8	6.6	C1448C	C1448K
14x60	457x1524	16.5	7.4	C1460C	C1460K
14x72	457x1829	19.8	8.8	C1472C	C1472K
18x24	457x610	8.0	3.6	C1824C	C1824K
18x30	457x760	7.8	3.5	C1830C	C1830K
18x36	457x914	9.5	4.2	C1836C	C1836K
18x42	457x1060	11.3	5.0	C1842C	C1842K
18x48	457x1219	13.0	5.8	C1848C	C1848K
18x54	457x1372	14.8	6.6	C1854C	C1854K
18x60	457x1524	16.5	7.4	C1860C	C1860K
18x72	457x1829	19.8	8.8	C1872C	C1872K
21x24	530x610	8.0	3.6	C2124C	C2124K
21x30	530x760	9.5	4.2	C2130C	C2130K
21x36	530x914	11.3	5.0	C2136C	C2136K
21x42	530x1060	12.5	5.6	C2142C	C2142K
21x48	530x1219	14.3	6.4	C2148C	C2148K
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21x60	530x1524	18.3	8.1	C2160C	C2160K
21x72	530x1829	21.5	9.6	C2172C	C2172K
24x24	610x610	9.5	4.2	C2424C	C2424K
24x30	610x760	11.3	5.0	C2430C	C2430K
24x36	610x914	13.0	5.8	C2436C	C2436K
24x42	610x1060	14.0	6.3	C2442C	C2442K
24x48	610x1219	15.5	6.9	C2448C	C2448K
24x54	610x1372	18.3	8.1	C2454C	C2454K
24x60	610x1524	20.0	8.9	C2460C	C2460K
24x72	610x1829	23.3	10.4	C2472C	C2472K

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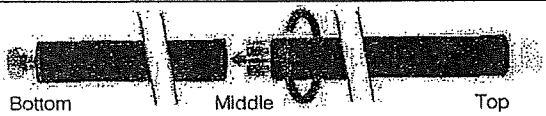
POSTS (STATIONARY)

Nominal Width/Length (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)	Cat. No. Chromate	Cat. No. Epoxy Coating
7	178	0.7	0.3	C7C	C7K
13	330	0.9	0.4	C13C	C13K
33	838	2	0.9	C33C	C33K
54	1372	3.4	1.5	C54C	C54K
63	1600	3.6	1.6	C63C	C63K
74	1880	4	1.8	C74C	C74K
86	2184	4.8	2.2	C86C	C86K

SPLIT POSTS

4 pack of 2-piece posts for a single shelving unit.

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74	1880	16.4	7.6	C74TSPC-4PK	C74TSPK-4PK

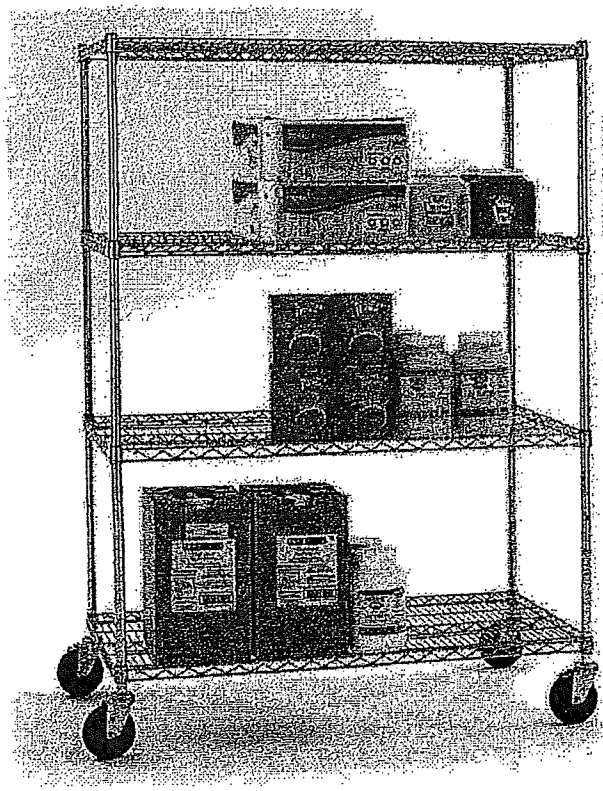


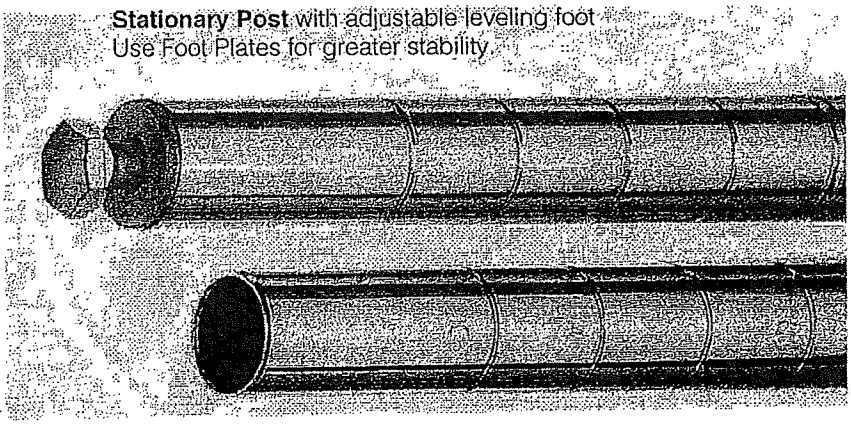
POSTS (MOBILE)

Nominal Width/Length (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)	Cat. No. Chromate	Cat. No. Epoxy Coating
7	178	0.6	0.3	C7UC	C7UK
13	330	0.8	0.4	C13UC	C13UK
33	838	1.9	0.9	C33UC	C33UK
54	1372	3.3	1.5	C54UC	C54UK
63	1600	3.5	1.6	C63UC	C63UK
74	1880	4	1.8	C74UC	C74UK
86	2184	4.7	2.1	C86UC	C86UK

NSF

AVAILABLE IN POS KITS
See Page 6





Stationary Post with adjustable leveling foot
Use Foot Plates for greater stability.

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See Casters on Next Page ▸

2

NON-COLLUSION BIDDING CERTIFICATION

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

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

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

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

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

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

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

Name of Firm: Singer MA, LLC T/A Singer Kittredge

Signed by: X Aaron Dell Title: X Account Manager

Signature: X [signature] Date: 4/28/2023

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

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

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

(SEAL OF THE CORPORATION)

_____

Signature of Secretary

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

I, Aaron Dell hereby sign and submit this bid or proposal for Senior Center Kitchen Equipment 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.

X Aaron Dell 4/27/2023

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:_____

Bid Exceptions
I used equal alternates for a few of the items. Attached spec sheets to show they were equal

RESOLUTION NO. 172.23

AUTHORIZE PAYMENT TO EMPIRE ENGINEERING FOR SERVICES RENDERED FOR WOESTINA PARK IMPROVEMENTS

THEREFORE, UPON MOTION of Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes remaining payment to Empire Engineering PLLC, located at 1900 Duanesburg Road, Duanesburg, New York 12056, for professional engineering services rendered (Task 1) for Park Improvements at Woestina Park, in the amount not to exceed one thousand six hundred and 00/100 ($1,600.00) dollars.

SECTION 2. This resolution shall become effective May 10, 2023.

DATED: May 10, 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:	May 9, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Fred Mastroianni, Engineering Consultant
TITLE OF REQUEST:	Appropriation of Parkland Fees
TOWN BOARD MEETING:	May 10, 2023
Background Information:	Woestina Park is in need of upgrades for the safety of the patrons utilizing the facilities
Evaluation/Analysis:	The Town received a grant from Schenectady County, a portion of which will be utilized to replace fencing, install dugouts and other improvements at Woestina Park. The services of Empire Engineering, PLLC were retained to develop a work plan to be completed to make these safety improvements to the Park
Recommendation(s):	Appropriate Parkland Fees (A2001.200100) and increase appropriations (A960) and the subsidiary account entitled "Parkland Improvements" (A7110.4153) in an amount not to exceed one thousand six hundred dollars ($1,600.00) to pay Empire Engineering PLLC for services rendered
Attachment/Document(s):	Empire Engineering Invoice & Voucher $1,600.00.
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Empire Engineering, PLLC
1900 Duanesburg Road
Duanesburg, NY 12056

November 4, 2019
Rev: September 21, 2022

Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

Attn: Mollie Collins, Town Supervisor

Proposal for Professional Services

Supervisor Collins,

Please find the following in response to your request for a proposal to provide professional services associated with the **Park Improvements at Woestina Park** in the Town of Rotterdam, Schenectady County. It is understood that the Town is proposing to *construct a pedestrian walkway, replace fencing and dugouts and enhance the end of the existing parking lot*. The following scope is outlined as anticipated tasks relative to the design phase, bid solicitation and construction process:

Scope of Services

1. **Concept Plan (30% Design)**

   A Concept Plan will be prepared indicating the proposed improvements per the above project scope. Proposed improvements including ground surface changes, fencing alterations, cover types, pavement areas will be indicated on the plan. This plan will be used for initial meetings with Town Staff and park Stakeholders to identify the project scope.

2. **Meetings & Correspondence**

   Various meetings may be required throughout the design and pre-construction process. Empire will prepare for, be present at and contribute in all necessary meetings. It is also anticipated that the Town and/or other regulatory agencies will provide comments requiring response and resubmission as part of the pre-construction process.

3. **Detailed Plans & Project Manual (80% Design)**

   Detailed plans and a project manual with specifications will be prepared outlining the proposed project. Plans will indicate the proposed Park Improvements and outline requirements of the contractor. Details will also further identify various site features to be constructed. The Project Manual with specify, in detail, the proposed work to be completed along with material data, product manufacturer information, and project timeline. An Opinion of Costs will also be prepared based on the detail project information for budgeting purposes prior to the Request for Bids.

The Park Improvement project is anticipated to include:

- Installation of a new pedestrian walkway to Field 2
- Removal of fencing and dugouts for Field 2
- Installation of new fencing and dugouts
- Extension of Gravel Parking Lot

It is anticipated that two meetings/workshops will be necessary (1) for review of the 30% Concept Plan and (1) for an 80% Design review prior to the plans being Issued for Bid.

4. Preparation of Request for Bids

A Request for Bids will be prepared incorporating comments received from Town staff and stakeholders. Town standard conditions and bid forms will be prepared along with anticipated contract timeline requirements as part of the final Project Manual & Specifications. A notice and instructions to bidders will be included outlining the proposed project scope and bid requirements. Bids received will be reviewed for completeness and a letter of Recommendation for Award provided to the Town.

5. Construction Phase Services

It is anticipated that periodic coordination will be required through construction of the project. A pre-construction meeting will be conducted with the awarded contractor and the Town. Contractor RFI's and Change Orders will be processed. Full time construction phase services are excluded from this scope. It is anticipated that once-daily inspections during active work and milestone inspections will be performed.

Fee Schedule

Task	Description	Proposed Budget
1	Concept Plan (30% Design)	$1,600
2	Meetings & Correspondence	$1,200
3	Detailed Plans & Project Manual (80% Design)	$3,200
4	Preparation & Administration of Request for Bids	
5	Construction Phase Services	$1,500
	Total Estimated Budget	**$7,500**

*Tasks will be billed on an hourly basis within the time and materials budget. Task budgets are estimates only and are subject to alterations due to changes in project scope or agency comments and requests. No budget will be exceeded without prior written authorization by the client.

Empire Engineering, PLLC
1900 Duanesburg Road
Duanesburg, NY 12056

Terms of Payment

Empire will invoice the subject project on a monthly (30-day) billing cycle as well as at significant project milestones. Payment of services is due within 30 days of receipt of invoice. Late payments may be subject to a late fee of 0.5% per month after 30 days.

Billing Rates

Civil Engineer	$130/hour
Engineering Technician	$80/hour
Administrative Assistant	$45/hour

Exclusions and Qualifications

- Full time construction administration and/or inspection may be provided as requested. If these services are requested work shall be performed hourly and billed per the above billing rates.
- The project is not anticipated to result in ground disturbances greater than 1 acre and therefore permit coverage under the New York State DEC Stormwater Permit for Construction Activity would not be required.
- It is assumed the project will be considered a Type 2 action and is not subject to NYS SEQRA regulations.
- Additional boundary or topographic survey information if requested is not included.
- Any Environmental Site Assessments are excluded.
- Soil investigations if requested are excluded.
- Preparation of any applications, construction, or bid documents not specifically mentioned above are excluded.
- Fees for any copies, publications or mailings are to be paid directly by the Town.
- The attached "General Conditions of Engagement" shall be considered part of this agreement.

Respectfully Submitted,

Christopher Longo, PE
Owner

Accepted:

Signature	Printed Name	Address

Empire Engineering, PLLC
1900 Duanesburg Road
Duanesburg, NY 12056 US
clongo@empireeng.net

INVOICE

BILL TO
Town of Rotterdam
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

INVOICE # 1629
DATE 04/27/2023
DUE DATE 05/27/2023
TERMS Net 30

PROJECT
17035 - Woestina Park

DESCRIPTION	QTY	RATE	AMOUNT
Concept Plan Civil Engineer - Task 1 of proposal dated November 4, 2019. Various coordination and meetings with Town staff in November 2019. Concept Plan dated Nov 27, 2019. Pursuant to an April 2023 request for project cad file.			1,600.00

Thank you for your business!

BALANCE DUE **$1,600.00**

Christopher Longo, PE

VOUCHER NO.

TOWN OF ROTTERDAM
Voucher

1100 Sunrise Boulevard
Rotterdam, NY 12306

DEPARTMENT _____

CLAIMANT'S NAME AND ADDRESS

Empire Engineering, PLLC
1900 Duanesburg Road
Duanesburg, NY 12056

Terms _____
Vendor's
Ref. No. _____

VENDOR NO. _____
ABSTRACT NO. _____

DO NOT WRITE IN THIS BOX			
Purchase Order No.	Fund-Appropriation	Amount	
TOTAL			

Dates	Quantity	Description of Materials or Services	Unit Price		Amount	
4/27/23	1	Concept Plan	1,600	00	1,600	00

RESOLUTION NO. 173.23

REQUESTING BIDS FOR FIRE HYDRANTS, VALVES AND ACCESSORIES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for water hydrants, valves and accessories for the Town of Rotterdam.

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

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Tuesday, the 23rd day of May 2023, at 10:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the town clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

FIRE HYDRANTS, VALVES AND ACCESSORIES

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

ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO
10:00 A.M., TUESDAY MAY 23, 2023

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

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

DATED: May 10, 2023
BidNet: Please publish on May 12, 2023
Daily Gazette: Please publish once on May 13, 2023
Town Clerk Post

SECTION 3. This resolution shall become effective May 10, 2023

DATED: May 10, 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: May 8, 2023

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Requesting Bids for Fire Hydrants, Valves and Accessories

TOWN BOARD MEETING: March 10, 2023

Background Information: Replacement of inventory

Evaluation/Analysis: Pursuant to Town Standard Specifications.

Recommendation(s): Bid Fire Hydrants, Valves and Accessories, to be opened on May 23rd, with the intent to award at the May 24th Town Board Meeting.

Attachment/Document(s): Bid packet with specifications for Fire Hydrants, Valves and Accessories

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Town of Rotterdam

Request for Bids

Fire Hydrants, Valves and Accessories

Bid Opening:

Tuesday, May 23, 2023

@ 10:00 A.M.

TOWN OF ROTTERDAM

BID FORM

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

Fire Hydrants

Waterous Pacer

WB-67-250

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

_____

Signature

_____

Name of Company or Corporation

_____

Address

_____

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

_____

Email

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

Town of Rotterdam

Detailed Specifications:

FIRE HYDRANTS, VALVES AND ACCESSORIES

FIRE HYDRANTS	QTY	UNIT COST	DEL. COST	TOTAL COST
Hydrant-Waterous Pacer	10			
WB-67-250-1 Pumper				
Nozzle - 5" w/Storz				
Connection – 2 - 2 1/2				
Hose – 5-6 Bury				
Open Right				
5 1/4 Main Valve				
Rotterdam – 6 Blue				
Rotterdam – 4 White				
TOTAL BID				

NOTE: Questions should be submitted in writing to James Keith, Senior Building Inspector at jkeith@rotterdamny.org, or by calling 518-355-7575 Ext. 395.

TOWN OF ROTTERDAM

BID FORM

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

Fire Hydrants, Valves, Valve Boxes and Hydrant Flags

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

_____

Signature

_____

Name of Company or Corporation

_____

Address

_____

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

_____

Email

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

Town of Rotterdam

Detailed Specifications:

FIRE HYDRANTS, VALVES AND ACCESSORIES

FIRE HYDRANTS VALVES AND ACCESSORIES	QTY	UNIT COST	DEL. COST	TOTAL COST
Waterous Pacer WB 67-250	20			
1 Pumper Nozzle 4" W/Storz				
Connection - 2 – 2 ½ Hose				
NH/NST				
Hose – 5-6 Bury				
Open Right				
5 ¼ Main Valve				
MJ				
Yellow w/accessories				
Mueller A423	20			
1 Pumper Nozzle 4" W/Storz				
Connection - 2 – 2 ½ Hose				
NH/NST				
5-6 Bury				
Open Right				
5 ¼ Main Valve				
MJ				
Yellow w/accessories				

Kennedy K81D	20			
1 Pumper Nozzle 4" W/Storz				
Connection - 2 – 2 ½ Hose				
NH/NST				
Hose – 5-6 Bury				
Open Right				
5 ¼ Main Valve				
MJ				
Yellow w/accessories				
Hydrant Marker/Flag	20			
SPK Steel Fabrication				
Product No. 404 - FT				
60" Top Mount Fiberglass				
Hydrant Markers w/Stainless				
Steel Spring				
Product No. 404 - SD				
6 ½ X 3 ½ X 5" Plastic				
Trapezoidal Disk w/two reflective bands fits with ¼" and 3/8" rod				

Kennedy – NRS Valve 6"	20			
AWWA C509 MJ Open				
Right – 2" Operating Nut				
Mueller – NRS Valve 6"	20			
AWWA C509 MJ Open				
Right – 2" Operating Nut				
Valve Box, 2 Piece Slide w/Flange – Star 52-72"	20			
Valve Box 2 Piece Slide w Flange – Bibby Ste-Croix 52-72"	20			

NOTE: Questions should be submitted in writing to James Keith, Senior Building Inspector at jkeith@rotterdamny.org, or by calling 518-355-7575 Ext. 395.

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:00 a.m. on May 23, 2023,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:00 a.m. May 23, 2023** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

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

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

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

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

7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

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

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

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

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

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

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

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

NON-COLLUSION BIDDING CERTIFICATION

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

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

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

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

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

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

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

Name of Firm: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

Email: _____

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

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

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

(SEAL OF THE CORPORATION)

_____

Signature of Secretary

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

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

_____ _____

Signature of Individual Date

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

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

Name of Firm:_____

Signed by:_____ Title: _____

Signature:_____ Date:_____

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.

RESOLUTION NO. 174.23

MODIFICATION TO THE 2023 BUDGET

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 a modification to the 2023 Budget to reflect the correct number of units in Water District 5 that was recorded as having 10,068 units, and the correct number of units being 13,970, which will effectively decrease the rate for the June voucher bill for Water District 5, resulting in a new rate of ninety-seven and 18/100 ($97.18) dollars.

SECTION 2. This resolution shall become effective May 10, 2023.

DATED: May 10, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: May 8, 2023

TO: Supervisor's Office

FROM: Comptroller's Office

TITLE OF REQUEST: Budget Modification

TOWN BOARD MEETING: May 10, 2023

Background Information: The 2023 Budget needs revision to reflect the correct number of units in Water District 5. This will effectively decrease the rate for the June voucher bill for Water District 5 only - resulting in a rate of $97.18.

Evaluation/Analysis: Water District 5 is recorded as having 10,068 units in the 2023 budget. The correct number of units is 13,970.

Recommendation(s): Authorize modifications to the 2023 budget to reflect the correct number of units in Water District 5.

Attachment/Document(s): 2023 Adopted Budget Rate sheet

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

2023 Adopted Budget

Fund	Appropriations	Less Est. Revenues	Less Approp. Fund Bal.	Amount To Be Billed By Voucher	Amount To Be Raised By Taxes	Taxable Value/Units		January Tax Bill	June Voucher Bill
General	18,019,603	8,669,241	493,999	0	5,688,449	1,900,527,712	H	2.993089	
					3,167,914	544,579,867	NH	5.817170	
					8,856,363	2,445,107,579			
Highway	4,752,724	626,577	406,000	0	2,389,454	1,900,527,712	H	1.257258	
					1,330,693	544,579,867	NH	2.443523	
					3,720,147	2,445,107,579			
Special Districts:									
Drainage District 1	10,500	0	0	0	10,500	31		338.71	
Cons. Lighting District 1	180,000	0	0	0	180,000	1,003,844,686		0.179311	
Sewer 2 & Extensions O&M	1,556,915	329,500	0	1,227,415	0	4,005.00			306.47
Sewer 2 Ext 1 Debt	5,500	0	5,500	0	0	10,067.75		0.00	
Sewer 2 & Extensions Debt	131,317	0	131,317	0	0	3,844.00		0.00	
	1,693,732	329,500	136,817	1,227,415					
Sewer 2 Curry Rd SIA Debt	37,101	0	0	0	37,101	108.00		343.53	
Sewer 6/6A Debt	31,498	0	0	0	31,498	11.25		2,799.82	
Sewer 6/6A O&M	18,000	0	0	18,000	0	11.25			1,600.00
	49,498	0	0	18,000	31,498				
Sewer District 3 O&M	46,000	0	0	46,000	0	183.00			251.37
Sewer District 4 O&M	4,900	0	0	4,900	0	9.00			544.44
Sewer District 5 O&M	38,000	0	13,000	25,000	0	5.50			4,545.45
Sewer District 7 O&M	23,200	0	0	23,200	0	239.00			97.07
Sewer District 7 Debt	238,223	0	0	0	238,223	805.00		295.93	
	261,423			23,200	238,223				
Cons. Water Dist 3&4 O&M	362,396	600	0	361,796	0	556			650.71
Cons. Water Dist 3&4 Debt	79,543	0	79,543	0	0	556		0.00	
Cons Water Dist 4 Debt	16,800	0	1,000	0	15,800	37		427.03	
Cons. Water Dist 5 O&M	1,990,619	633,000	0	1,357,619	0	13,970			97.18
Cons. Water Dist 5 Debt .	239,901	0	239,901	0	0	13,970		0.00	
	2,230,520	633,000	239,901	1,357,619	0				
Total	27,782,740	10,258,918	1,370,260	3,063,930	13,089,632				

II

RESOLUTION NO. 175.23

TO SELECT BARTON AND LOGUIDICE P.C. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE WATER DISTRICT NO. 5 - WATER SYSTEM IMPROVEMENT PROJECT

WHEREAS, the Town issued a Request for Qualifications (RFQ) for Engineering Services for the Water District No. 5 - Water System Improvements project on March 22, 2023, with responses due on April 24, 2023; and

WHEREAS, the Town received five (5) responses to the RFQ from Barton and Loguidice, CT Male and Associates, MJ Engineering and Surveying, Prime AE and Wright-Pierce; and

WHEREAS, on May 8, 2023 the selection committee reviewed the five proposals and made a selection based upon the criteria included in the RFQ; 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 does hereby select Barton and Loguidice P.C. as the engineering firm to provide professional engineering services for the Water System Improvement Project.

SECTION 2. This resolution shall become effective May 10, 2023.

DATED: May 10, 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:	May 8, 2023
TO:	Mollie Collins – Town Supervisor
FROM:	Peter Comenzo – Sr. Planner PC
TITLE OF REQUEST:	Request for Qualifications (RFQ) for Engineering Services
TOWN BOARD MEETING:	May 10, 2023
Background Information:	Selection of engineering firm to assist with the Town of Rotterdam Water System Improvement Project.
Evaluation/Analysis:	The Town issued a Request for Qualifications (RFQ) for Engineering Services regarding the Town of Rotterdam Water System Improvement Project on March 22, 2023. Reponses were due on April 24, 2023. The Town received five (5) responses from engineering firms. After review by the selection committee, it is recommended that Barton and Loguidice, P.C. be appointed as the firm to provide professional engineering services on the water system project.
Recommendation(s):	Adopt a resolution authorizing the Town Supervisor to execute all documents to retain the engineering services of Barton and Loguidice, P.C. for the Town of Rotterdam Water System Improvement Project.
Attachment/Document(s):	Request for Qualifications from Barton and Loguidice Memo dated May 8, 2023
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Attorney for the Town / Supervisor's Office

Town of Rotterdam

Memo

To: Town Board

From: Peter Comenzo – Senior Planner PC

Date: 5/8/2023

Re: RFQ Award – Water System Improvement Project

On March 22, 2023, the Town issued a Request for Qualifications (RFQ) for Engineering Services regarding the Town of Rotterdam Water System Improvement Project. Reponses were due on April 24, 2023. The Town received five (5) responses to the RFQ from engineering firms as follows:

Barton & Loguidice

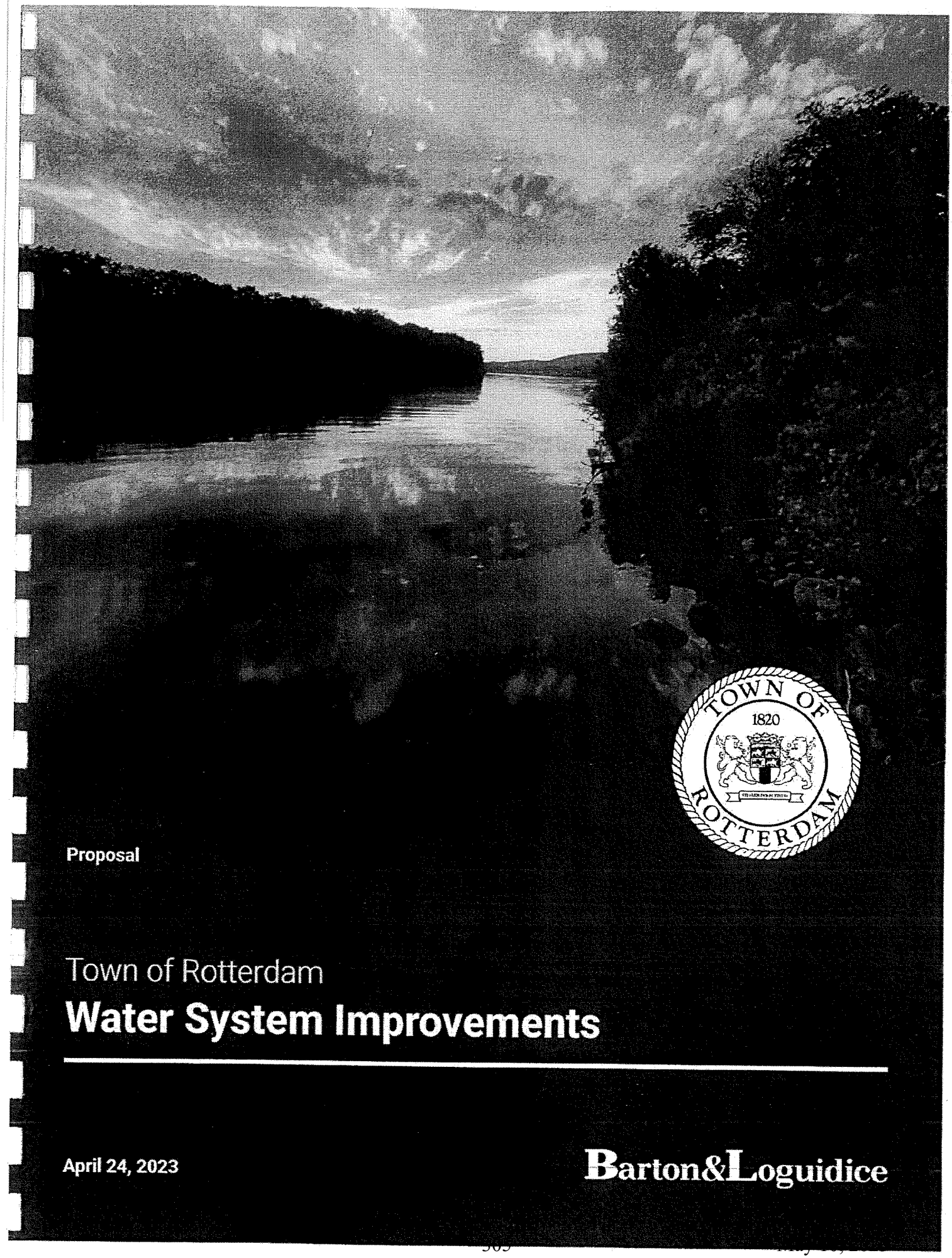
CT Male and Associates

MJ Engineering and Surveying

Prime AE

Wright-Pierce

On May 8, 2023, the selection committee met in person and reviewed the five proposals based upon the selection criteria included in the RFQ. At the conclusion of the meeting, the interview committee is recommending that Barton & Loguidice, P.C. be appointed as the designated engineering firm on the Water System Improvement Project.

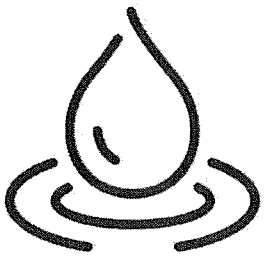


Proposal

Town of Rotterdam
Water System Improvements

April 24, 2023

Barton&Loguidice



Qualifications Proposal

Description and Capacity
Project Organization Chart
Resumes of Specific Staff Identified To Work On Project
Relevant Project Experience with References

Barton&Loguidice

Town of Rotterdam

Engineering Services for Water System Improvement Project

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Project Organization Chart
Resumes of Specific Staff Identified To Work On Project
Relevant Project Experience with References

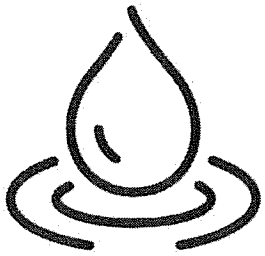
Technical Proposal
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RFQ Submittal Requirements Checklist
Conflict of Interest Statement and Supporting Documentation
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Non-Collusive Bidding Certification
Insurance Certification
Principal Owners

Prepared for:
Town of Rotterdam
Diane Marco, Town Clerk
John F. Kirvin Government Center
1100 Sunrise Boulevard
Schenectady, New York 12306

Prepared by:
Barton & Loguidice, D.P.C.
10 Airline Drive, Suite 200
Albany, New York 12205

Barton&Loguidice



Letter of Interest

Barton&Loguidice

Barton & Loguidice

April 24, 2023

Town of Rotterdam
Diane Marco, Town Clerk
John F. Kirvin Government Center
1100 Sunrise Boulevard
Schenectady, New York 12306

Re: Town of Rotterdam - Water System Improvements RFQ
File: 702.4771

Dear Ms. Marco:

Barton & Loguidice, D.P.C. (B&L) is pleased to present our proposal to the Town of Rotterdam for the Water System Improvements Project. We hope you will find our firm to be the right choice for the following reasons:

Experience
B&L is a leader in water resources consulting in New York State. We have worked on water systems, small and large, across the state and we have assembled a team that has amassed a vast amount of water experience on projects very similar to Rotterdam. This same team has significant experience completing projects for Rotterdam, including the preliminary engineering report for this Water System Improvements Project.

Communication
We find that communication is key to a successful project. We believe that it is critical to maintain open communication with clients to ensure all their goals for a project are accomplished. We currently work with Rotterdam and have strong working relationships with local regulatory and funding agency staff to help the project progress smoothly and effectively.

More Than Engineering
Funding - B&L is unmatched in our success in securing funding for municipal water and wastewater projects. We know that the largest obstacle in accomplishing your infrastructure goals is the cost burden to your taxpayers. All told, we have helped communities secure hundreds of millions of dollars of grants and low interest rate financing. We recently added Jason Denno, Senior Project Manager, who was previously with the NYSDEC and NYSEFC for many years and assisted hundreds of NYS communities with their plan of finance and how to plan their asset renewal projects. He will be an important team member as we assist the Town in securing affordable financing.

Relationships
We have strong working relationships with the funding agencies and regulatory agencies. Our most important relationship however is the one between B&L and the municpality we are working with. Through our time working with the various municipalities throughout New York State we have established open lines of communication and trust and that is the foundation of us working with the Town as well. These are the foundations for a long-lasting relationship. In addition, we have included HydroSource Associates, P.C. as a team member to review and advise on the groundwater source wells in the Town system. They bring decades of applicable experience and will be an invaluable team member as we advance forward.

Team
Our team for this endeavor will be led by Roy A. Richardson Jr., P.E., as project manager, and myself as officer-in-charge. In addition, we have assembled a team of staff that Rotterdam is familiar with and that has recently driven Rotterdam projects to completion. Our strong knowledge of the Rotterdam water system is one factor that sets our team apart for this project.

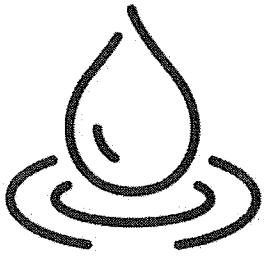
As requested in the RFQ, we have included the names and business addresses of all Principles of B&L, D.P.C. in our proposal, however due to length have included it as an appendix rather than as part of the letter of interest.

Should you wish to speak with us further regarding this project and our qualifications, please contact us at 518-218-1801. We thank you for your consideration of our qualifications.

Sincerely,
Barton & Loguidice, D.P.C.

Donald H. Fletcher, P.E.
Senior Vice President

10 Airline Drive, Suite 200, Albany, New York 12205 | office: 518-218-1801 | bartonandloguidice.com



Qualifications Proposal

Description and Capacity
Project Organization Chart
Resumes of Specific Staff Identified To Work On Project
Relevant Project Experience with References

Barton&Loguidice

Qualifications Proposal

DESCRIPTION AND CAPACITY

Barton & Loguidice, D.P.C. (B&L) has been engaged in the practice of professional engineering since 1961. B&L is a highly diversified planning, engineering, environmental science, and landscape architecture firm with a broad range of experience and expertise. Since our founding in Syracuse, New York, the firm has opened offices in Albany, Rochester, Buffalo, Somers, New Paltz, Binghamton, Plattsburgh, Watertown, and Utica, New York; Camp Hill and Pittsburgh, Pennsylvania; Annapolis and Baltimore, Maryland; Mount Laurel, New Jersey; Hartford, Connecticut; and Portland, Maine.

B&L employs a staff of 337, with 324 being full-time and 13 being part-time. About one quarter of those staff are licensed professional engineers, and that also includes landscape architects, planners, geologists, green infrastructure specialists, environmental scientists, and construction support personnel. We offer full consulting in the following service areas:



Water Supply

From resource development to ensuring existing sources are safe and clean, B&L has the expertise to assist our clients with their water supply projects in a timely, cost effective manner. We work with our clients throughout the decision making process to make sure we are meeting their needs and that the design team fully understands our clients' goals. Our water supply services include:

- Supply network modifications;
- New supply networks;
- Improvements to extend system life and support growth and development; and
- Conform to regulatory standards and laws such as:
  - » Safe Drinking Water Act
  - » Clean Water Act
  - » United States Environmental Protection Act Ground Water Rule
  - » Stage 2 Disinfectants and Disinfection Byproducts Rule, and
  - » Long-Term 2 Enhanced Surface Water Treatment Rule.

Water Treatment

We have extensive experience in water treatment projects, including assessments, treatment studies, pilot plant studies, and full-scale plant demonstrations. Our work includes:

- Chemical addition
- Sedimentation
- Micro-filtration
- Corrosion Control Plans
- Flocculation
- Rapid sand, dual, mixed media, direct, and micro filtration;
- Carbon adsorption;
- Alum sludge disposal; and
- Meeting stringent regulatory requirements for turbidity, taste, odor, color, trihalomethanes, and other organic contaminant controls.

Water Treatment Plant Operations Assistance, Troubleshooting, Start-up and Training

B&L has two licensed Grade 1A Water System Operators. During the preliminary and final design phases of water treatment plant projects, they provide functional insight on the needs of municipal operators as well as quality assurance/quality control reviews of plans and specifications from an operator's perspective.

Our operations services include:

- Troubleshooting issues such as filter bed assessments, chemical addition, and metal precipitation;
- Bench-scale pilot testing;
- Working with and training municipal operators;
- Overseeing start-up procedures;
- Operations and maintenance manual preparation

Permitting

B&L diligently maintains our relationships with regulatory staff in local, county, state, and federal review agencies. This commitment has allowed us to help our clients obtain permits quickly and efficiently. We provide permitting assistance in each of our practice areas for a variety of sites including:

- Water and wastewater treatment facilities,
- Vehicular and multi-modal traffic systems,
- New structures and additions,
- Wildlife habitats,
- Brownfields,
- Wetlands,
- Ecosystems, and
- Sites containing hazardous materials.

Water Transmission and Distribution Systems

To develop fully integrated transmission/distribution systems that perform at optimum levels, we conduct detailed investigations involving computer network analyses and modeling, including consideration of disinfection byproducts and trihalomethanes. Evaluation, design, rehabilitation, and implementation programs range from small diameter distribution mains to major transmission facilities.

Water Storage

Our water storage capabilities include the design and construction of process basins and clearwells, standpipes, elevated and ground level tanks, and reservoirs in major distribution networks. Our experience with water storage includes lined reservoirs, floating covers, elevated steel tanks and standpipes, precast/prestressed concrete tanks, and cast-in-place concrete. We have engineers who are NACE Level 1 trained for hands-on inspection of tank coating system preparation and application.

Hydraulic and Hydrologic Modeling

Hydraulic modeling is a necessity for a majority of our water system, wastewater system, dam and bridge projects, and also a major component for our stream restoration projects. B&L has extensive experience with hydraulic modeling of water distribution systems and open channel systems. We use tools including WaterCAD and InfoWater for assessment of water transmission and distribution systems, and Visual Hydraulics for open channel flow modeling. We also have experience with Stormwater Management Models (SWMMs) for sewer systems and BioWin for wastewater treatment plant modeling.

Pumping Stations

B&L has designed the full range of water pump stations, from small packaged hydropneumatic-type booster pumping stations to custom-designed stations serving large systems. Designs have included fully automated PLC-based control systems with telemetry communications and SCADA interface for tank level control and variable speed drive applications for pressure control, as well as integrated chemical feed systems. We also assist communities with pump station siting and resident negotiations for land acquisition.

Treatment of Disinfection Byproducts

There is no "one size fits all" solution to reducing disinfection byproducts (DBPs) within water systems. B&L has experience with assessing DBP formation potential in the distribution system, evaluating water chemistry as related to DBP formation, and assisting with implementation of operational and system improvements to control DBP formation.

Regulatory and Design Standards Relevant to the Water Industry in New York State

Our engineers are versed in the most current regulatory requirements as well as the latest technological innovations for solving complicated water issues. B&L is committed to finding the best solution for each individual water system challenge, whether it be application of conventional technologies, or new innovations in water treatment. B&L's water personnel interact with regulatory personnel on a continuing basis, fostering open and efficient communication.

Environmental Services

Few, if any, infrastructure projects can be completed without environmental oversight. B&L's environmental practice area routinely provides a variety of environmental services both as stand-alone projects and in support of numerous projects led by our other practice areas. These services include environmental permitting to achieve regulatory approval, remediation engineering to remove a problem on an existing or potential site, due diligence or ecological assessment to identify issues during project infancy, and health and safety issues associated with operations or materials.

SUB-CONSULTANTS

Hydrosource Associates, P.C.

Over the course of its history, HSA has a developed a proven, sophisticated, systematic approach to groundwater exploration, using an extensive combination of remotely sensed data from satellites and aircraft, first-rate geologic field investigations, several types of geophysical surveys, digital elevation models, and groundwater recharge analyses.

For decades, HydroSource's experienced staff have been exploring, locating, and developing sustainable groundwater supplies throughout the United States and in several other nations on four continents. HSA's clients include:

- National water authorities
- Municipal water systems
- Countywide water authorities
- Private water companies
- Food processing operations
- Power plants
- Destination resorts with golf courses and/or skiing and snowboarding facilities
- Dairy farms
- Bulk water suppliers for the beverage industry

Hudson Mohawk Archaeological Consultants, LLC

Hudson Mohawk Archaeological Consultants, LLC

Hudson Mohawk Archaeological Consultants (HMAC) is an archaeological consulting firm based in Troy, New York. They were founded in 2005 and are a WBE certified firm. They offer professional archaeological consulting services in all aspects of cultural resource management throughout the northeastern United States including comprehensive cultural resource assessments and Phase IA, IB, II, and III investigations. HMAC also specializes in detailed laboratory analysis of faunal bone and prehistoric lithic technology and offers high quality artifact photography, public display and presentations, and artifact conservation services. They will be providing archaeological services as needed for this project.

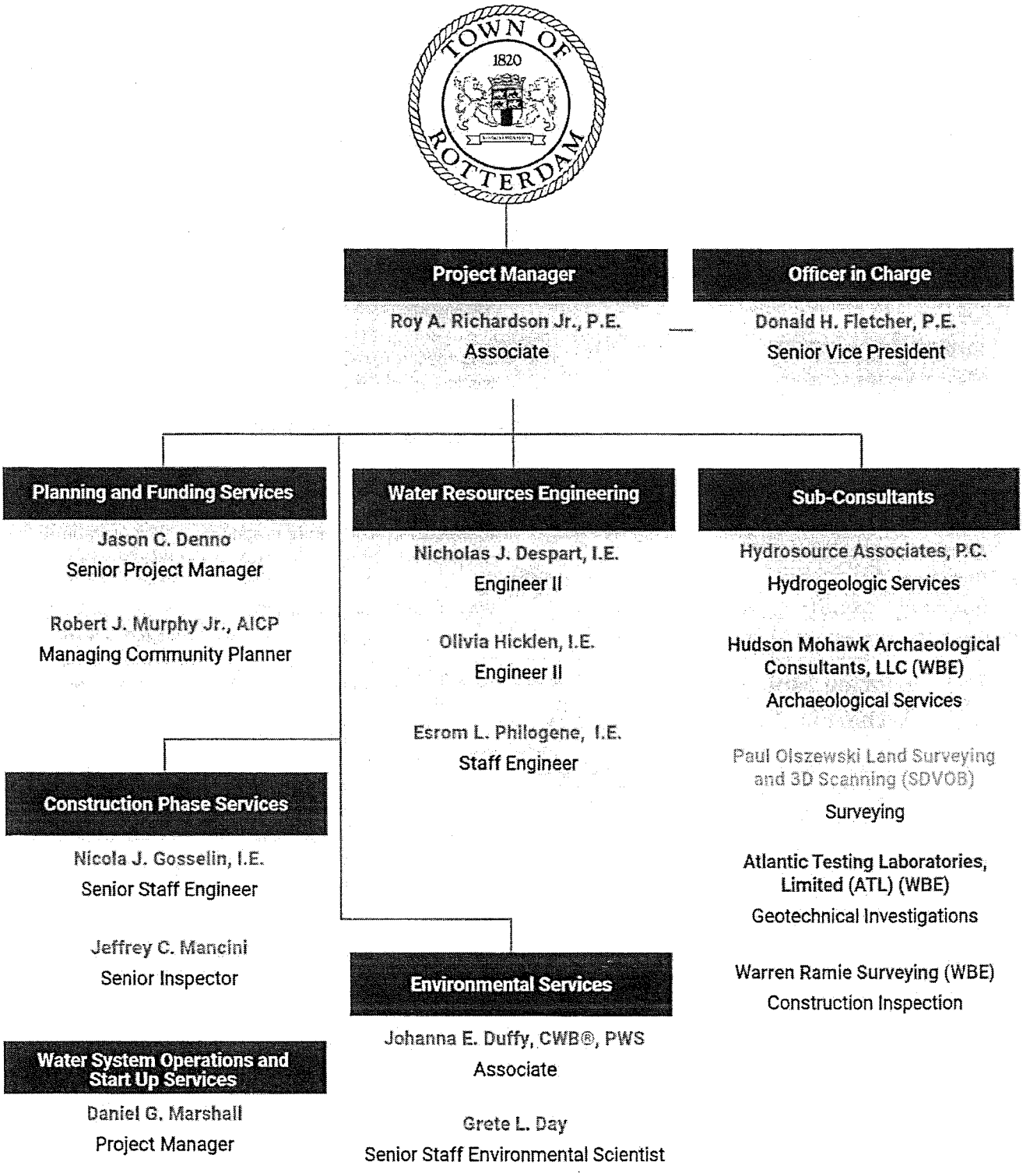
Paul Olszewski Land Surveying and 3D Scanning

Paul Olszewski Land Surveying and 3D Scanning (PJO) is a certified SDVOB founded by Paul James Olszewski, PLS, PLLS in 1996. Paul is a licensed land surveyor in New York State and a member of the New York State Association of Professional Land Surveyors. In the field, Paul uses state of the art technology from Leica Geosystems. PJO will be providing surveying services as needed for this project.

Atlantic Testing Laboratories, Limited (ATL), a WBE certified company, is a full-service engineering support firm offering subsurface investigations, water-based investigations, geotechnical engineering, construction materials engineering and testing, special inspection services, pavement engineering, nondestructive testing, and environmental services from their ten offices. Their staff consists of approximately 140 field technical staff, with a support staff of 10 Professional Engineers, 16 Intern Engineers, and 35 Engineers and Scientists. They maintain an ample and qualified work force to meet project demands, in addition to their other day-today operations.

Warren Ramie Surveying, (Warren Ramie), is a professional services company with extensive experience providing many types of surveying including construction, subdivision, ALTA ACSM, boundary, topographic, DOT, hydrographic and environmental. They retain experienced personnel and invest in training in state-of-the-art technology including both AutoCAD and Microstation. The firm also uses robotic technology and global positioning systems (GPS) resulting in top field operations. The firm is currently certified as a New York State women owned business enterprise (WBE), NYSDOT disadvantaged-owned buinsess enterprise (DBE), economically disadvantaged women-owned small businesses (EDWOSB), as well as a designated WBE for Dormitory Authority of the State of New York (DASNY) and the City of Syracuse. Warren Ramie will be utilized for Construction Inspection Services.

PROJECT ORGANIZATION CHART



STAFF RESUMES

Roy A. Richardson Jr., P.E.

Associate

rrichardson@bartonandloguidice.com



Years of Experience: 20

Education: B.S., Environmental Engineering, Rensselaer Polytechnic Institute, 2002

Professional Registrations: Registered Professional Engineer, New York, 2014; 40-hour Hazardous Waste Training (HAZWOPER); Confined Space Entry; 10-hour OSHA Construction Safety

Professional Affiliations: American Water Works Association

Summary

Mr. Richardson has extensive experience in development of water and wastewater projects from concept through construction. His experience includes preparation of grant and funding applications, regulatory agency applications, permit applications, right of way/easement services and contract design drawings and specifications, contract administration and construction management services.

RELEVANT EXPERIENCE

Water System Improvements Project, Village of Greenwich, New York

Mr. Richardson is the project manager for the Village of Greenwich Water System Improvements Project that is being undertaken to address an insufficient water source and an aging and undersized distribution system. As a first step, the team prepared a preliminary engineering report, which was awarded a $3 million grant WIIA grant and a DWSRF zero percent interest loan. As part of a holistic approach, B&L built a hydraulic model of the Village water system to identify current conditions as well as to best identify the impact of potential improvements. **The final design and construction includes the installation of approximately 22,000 linear feet of new transmission and distribution mains, new water meters, and the development of 2 new source wells.**

Water System Improvements Project, City of Middletown, New York

Mr. Richardson is the project manager for the replacement of the City's existing 20-inch water transmission main from the Water Treatment Plant to the Middletown Community Campus as well as the replacement of a 12-inch diameter water transmission main. The project includes the planning, design, permitting, and construction of approximately 6,100 linear feet of 24-inch diameter main, 700 linear feet of 18-inch diameter main, and 2,800 linear feet of 12-inch diameter main. The design started with the creation of a hydraulic model and evaluated impact of upgrades to the system.

Water System Improvements Project, Village of Monticello, New York

Mr. Richardson is the project manager for the Village of Monticello Water System Improvements Project. This ongoing project seeks to improve many aspects of their system, including treatment, storage, and distribution. For the first phase, a new 600,000-gallon pre-stressed concrete tank with prefabricated pump station will be installed, followed by removal of dead ends and distribution piping improvements, the evaluation and replacement of an aging 2MGD, water treatment plant, replacement of multiple pump stations, replacement of all residential water meters, and the creation of new pressure districts to better serve the public. As the project manager, Mr. Richardson is instrumental to the design, but also to assisting the Village to find funding to complete the work. To date, B&L has assisted with securing an USDA-RA $5.7 million grant, a $12.45 million low interest loan, and a $600,000 CDBG grant, as well as other funding connected to nearby development that needs the Village water services.

Eastern Mohawk Valley Regional Water Transmission Main, Mohawk Valley Water Authority (MVWA), Utica, New York

Mr. Richardson is the project manager for a regional transmission main project to expand service to 5 neighboring communities in need of either a new primary drinking water source or backup/reliable secondary source of supply that will sustain growth: Village of Ilion, Village of Frankfort, Village of Herkimer, Town of Schuyler; and the Town of Herkimer. In 2019, B&L and MVWA helped secure a NYSDOS Municipal Restructuring Fund grant of $3.1 million to jumpstart the project planning and design. **The project includes implementation of a 24-inch diameter Eastern Mohawk Valley Regional Water Transmission Main extending nearly 9 miles to connect all 5 communities.** In addition, Mr. Richardson is managing the 5 distribution improvement, corrosion control, and valve upgrade projects in these communities. Two 16-inch diameter Mohawk River crossings are being designed to connect these communities to the new transmission main.

Jason C. Denno

Senior Project Manager
jdenno@bartonandloguidice.com



Years of Experience: 25

Education: Bachelor of Science, Environmental Management Technology, Rochester Institute of Technology, 2002; Associate of Science, Math and Science, Adirondack Community College, 1998

Professional Registrations: Certificates in Safety and Health Technology, Environmental Management Science, and Industrial Environmental Management

Summary

Mr. Denno is an environmental and water resources professional in B&L's Water Resources Practice Area. His experience includes planning, design, construction, and start-up of water and wastewater systems; project development; funding assistance; environmental review, federal and state regulations, and construction management. His duties at B&L include project development and project management.

RELEVANT EXPERIENCE

Executive Director, Washington County Sewer District No. 1 ad No. 2, Fort Edward, New York (2021-2022)

Mr. Denno provided a variety of services in this position. His work included:

- **Funding and Financial:** preparing grant applications; providing grand funding administration services; preparing and managing administrations for the annual district budget; reviewing vouchers submitted to the board for reimbursement and recommended payments; supervising financial data compilation and development; and using analyzed data to recommend future planning, efficiencies, and budgeting;
- **Procedures, Standards, and Operations:** attending meetings and conferences to formulate policy; recommending improved procedures relating to the administration of the district system; developing standard operating procedure manuals for engineering, operations, maintenance, personnel, safety, and purchasing; and managing operation and maintenance of completed waste and treatment facilities;
- **Public Outreach:** exercising administrative supervision over public relations activities, addressing groups, working in coordination with news media, acting as a liaison with other municipal departments and public utilities, and resolving customers and clients' grievances;
- **Bidding:** soliciting competitive bids on construction projects for various phases of the system, and working directly with engineers to prepare bid documents and construction contracts;
- **Water Pollution Control:** creating collection districts and coordinating water pollution control construction with municipalities and public utilities;
- **Construction:** inspecting construction in progress and expediting completion where possible; managing construction; reviewing plans and specifications for capital projects; participating in construction meetings; reviewing RFIs, change orders, and pay applications; and working with contractors for timely completion of work;
- **Legal:** assisting legal counsel in developing contracts and sewer use ordinances for the district and ensuring compliance;
- **Compliance:** monitoring compliance with local, state, and federal laws, rules, and regulations;
- **Project Management:** managing and reviewing all planning, design, and construction for facilities' capital projects and financially managing capital projects; and
- **Sewer Districts:** managing two sewer district operations, including all personnel, budgets, and facilities.

Senior Environmental Project Manager, New York State Environmental Facilities Corporation, Albany, New York (2004-2021)

Mr. Denno managed a program section that provides direct technical assistance to small, rural communities for planning, design, construction, and start-up of drinking water and clean water capital projects that are eligible for financing under the Drinking Water and Clean Water State Revolving Fund Program. He conducted intensive, independent evaluations of engineering agreements, engineering reports, and plans and specifications for municipal water and wastewater capital projects. He also helped evaluate existing and future operating conditions, procured engineering services, assisted with applications for funding (grants and loans), and provided environmental evaluations for federal, state, and local permits. In this position, he documented water quality or water quality-related public health needs and costs statewide for the USEPA in accordance with the Clean Watershed Needs Survey as well.

Donald H. Fletcher, P.E.

Senior Vice President
dfletcher@bartonandloguidice.com



Years of Experience: 31

Education: B.S., Civil and Environmental Engineering, Clarkson University, 1992

Professional Registrations: Professional Engineer - New York
NYSDOT 40 Hour Bridge Inspection Training Course

Summary

Mr. Fletcher has gained extensive experience in the engineering and construction fields, specializing in projects involving municipal water and wastewater systems, transportation infrastructure, stormwater and subdivision design together with construction management. As project engineer for numerous municipal water/wastewater and subdivision development projects, he has provided planning and engineering for all aspects of the project's development, from design of the proposed layout to the monitoring of its construction.

RELEVANT EXPERIENCE

Water System Improvements Project, Village of Greenwich, New York

Mr. Fletcher is the officer-in-charge for the Village of Greenwich Water System Improvements Project that is being undertaken to address an insufficient water source and an aging and undersized distribution system. As a first step, the team prepared a preliminary engineering report, which was awarded a $3 million grant WIIA grant and a DWSRF zero percent interest loan. As part of a holistic approach, B&L built a hydraulic model of the Village water system to identify current conditions as well as to best identify the impact of potential improvements. **The final design and construction includes the installation of approximately 22,000 linear feet of new transmission and distribution mains, new water meters, and the development of 2 new source wells.**

Water System Improvements Project, City of Middletown, New York

Mr. Fletcher is the officer-in-charge for **the replacement of the City's existing 20-inch water transmission main** from the Water Treatment Plant to the Middletown Community Campus as well as the replacement of a 12-inch diameter water transmission main. The project includes the planning, design, permitting, and construction of approximately 6,100 linear feet of 24-inch diameter main, 700 linear feet of 18-inch diameter main, and 2,800 linear feet of 12-inch diameter main. The design started with the creation of a hydraulic model and evaluated impact of upgrades to the system.

Water System Improvements Project, Village of Monticello, New York

Mr. Fletcher is the officer-in-charge forr the Village of Monticello Water System Improvements Project. This ongoing project seeks to improve many aspects of their system, including treatment, storage, and distribution. For the first phase, a new 600,000-gallon pre-stressed concrete tank with prefabricated pump station will be installed, followed by removal of dead ends and distribution piping improvements, the evaluation and replacement of an aging 2MGD, water treatment plant, replacement of multiple pump stations, replacement of all residential water meters, and the creation of new pressure districts to better serve the public.

EFC Water System Improvements, City of Mechanicville, New York

B&L assisted the City with improvements to the water system to address a NYS DOH consent order. A 12-inch water main was designed to convey water 9,000 feet from Saratoga County Water Authority's water main to the water plant. An additional 12-inch water main was designed to replace a 95-year-old water main from the water plant 7,000 feet to the water storage tanks. Two welded steel 1.25 million gallon water tanks were recoated. The water meters throughout the City were replaced with a current remote reading system. The SCADA system at the water plant was designed to replace a failing and unreliable control system. A comprehensive plant evaluation was completed and identified water plant improvements to increase water quality. The total project cost was $4 million, which included a $2 million grant.

Claude A. Cormier, P.G.

President

HydroSource Associates, P.C.

Years of Experience: 30

Education: Master of Science Education in Hydrology (1991), University of New Hampshire, Durham, New Hampshire; Bachelor of Arts in Marine Affairs: Marine Science/Business Administration (1987)

Summary

Mr. Cormier is the President and principal owner of HydroSource Associates, P.C. (HSA). He is a licensed professional geologist in New Hampshire and New York with nearly 30 years of experience in hydrogeology and groundwater resource investigations encompassing source exploration, development, aquifer recharge/replenishment systems, source protection, sustainability determination, assessment of water-balance and environmental impacts due to groundwater withdrawals, and groundwater resources management. He serves as chief technical, administrative, and financial supervisor for HSA projects and personnel.

Mr. Cormier has directed hydrogeological projects and has successfully located, designed and implemented sustainable management schemes for numerous very high-yielding, previously undiscovered groundwater resources and some of the highest yielding wells on record in both bedrock and surficial aquifers in a number of U.S. states. He has accumulated first-hand experience in a broad range of geologic and climatic environments including the highly variable surficial hydrogeology of glacially-influenced and coastal plain settings, and igneous, metamorphic, sedimentary, and saprolitic bedrock environments of the eastern U.S., coastal and Andean Venezuela, the volcanic, metamorphic and karst geologic settings of many Caribbean island states, the arid and semi-arid regions of Nevada and Inner Mongolia, China, and the sub-tropical granitic terrain of the Kenyan rift basin. His professional history includes the location, development, testing, evaluation and permitting of many, very high-yield, new groundwater sources throughout New York State.

RELEVANT EXPERIENCE

Mr. Cormier has also been directly involved in and has supervised a number of hydrogeologic research initiatives that supplement his broad experiential base in hydrogeology, including:

- Research and modeling of unique hydrogeologic processes associated with groundwater flow, resource development and sustainability in semi-arid lands and playa lake basins in nevada;
- Assessment, modeling and design of artificial aquifer recharge systems;
- Development of investigative methods, design, and development of riverbank filtration (rbf) systems and onshore saline/ brackish water intakes for reverse-osmosis desalination facilities;
- Groundwater resource availability and sustainability research in support of regional-scale agricultural irrigation schemes designed to prevent desert advancement in the inner mongolia region of eastern china;
- Fluvial storm flow modeling for project sites in the us virgin islands; and
- Evaluation of the suitability of aquifer storage and recovery (asr) technology in the coastal plain of the eastern united states.

Daniel G. Marshall

Project Manager

dmarshall@bartonandloguidice.com



Years of Experience: 24

Education: B.S., Environmental Engineering, New Mexico Institute of Mining and Technology

Professional Registrations: New York State DOH IA-SW/GUI Water Treatment Plant Operator
New York State DEC Underground Storage Tank Class A Operator

Summary

Mr. Marshall's primary duties involve managing water and wastewater facility projects for municipal clients including physical and chemical processes, managing industrial water projects for private clients, and compliance with regulatory and industry design standards. He is responsible for planning, engineering, design, and construction management of projects and utilizes a vast array of project experiences for use on current projects, particularly with constructability and affordability of practical engineering solutions.

RELEVANT EXPERIENCE

Water System Improvements Project, Village of Greenwich, New York

The Village of Greenwich Water System Improvements Project was undertaken to address an insufficient water source and an aging and undersized distribution system. As a first step, the team prepared a preliminary engineering report, which was awarded a $3 million WIIA grant and a DWSRF zero percent interest loan. As part of a holistic approach, B&L built a hydraulic model of the Village water system to identify current conditions as well as to best identify the impact of potential improvements. The final design and construction includes the installation of approximately 22,000 linear feet of new transmission and distribution mains, new water meters, and the development of two new source wells. Mr. Marshall served as technical consultant for process reviews.

Village Water System Improvements, Village of Ravena, New York

B&L is assisting the Village with advancement of several of the recommendations discripted in the PER which include permitting, design, bidding and construction related services such as Raw Water Intake Improvements, Sediment Basin Improvement, High and Low Water Storage Tank Expansion, Distribution Mains Improvements, and Transmission Main Improvement. Mr. Marshall was the Project Administrator providing construction administration, MWBE, contract management and other support functions for this project and B&L client.

EFC Water System Improvements, City of Mechanicville, New York

B&L assisted the City with improvements to the water system to address a NYS DOH consent order. A 12-inch water main was designed to convey water 9,000 feet from Saratoga County Water Authority's water main to the water plant. An additional 12-inch water main was designed to replace a 95-year-old water main from the water plant 7,000 feet to the water storage tanks. Two welded steel 1.25 million gallon water tanks were recoated. The water meters throughout the City were replaced with a current remote reading system. The SCADA system at the water plant was designed to replace a failing and unreliable control system. A comprehensive plant evaluation was completed and identified water plant improvements to increase water quality. The total project cost was $4 million, which included a $2 million grant. Mr. Marshall served as technical consultant for process reviews and as consultant to the WTP for technical maintenance work during water filter media change-out, and also assisted the plant during various operations.

Watervliet Water Treatment Plant Improvements Project, City of Watervliet, New York

Mr. Marshall served as the lead engineer for the replacement and upgrade of the existing water treatment plant's SCADA system. The existing WTP SCADA system is proprietary and difficult to obtain service or spare parts for, thus the improvements project will involve replacement of existing SCADA panels with open-source software and hardware, establishing SCADA connection to a recently constructed booster pump station, and replacement of remote terminal units and antenna at the WTP and reservoir.

Nicholas J. Despart, I.E.

Engineer II

ndespart@bartonandloguidice.com



Years of Experience: 4

Education: B.S., (Environmental Engineering), Rensselaer Polytechnic Institute, Troy, New York, 2019

Summary

Mr. Despart is a part of B&L's Water/Wastewater Practice Area. He has been involved with various types of projects, including treatment plant design, distribution system design, and sewer rehabilitation. He has performed field services including manhole inspections, smoke testing, and construction inspection/observation.

RELEVANT EXPERIENCE

Wastewater Treatment Plant Improvements, Town of Rotterdam, New York

Mr. Despart worked to prepare a Preliminary Engineering Report for WWTP improvements. The PER defined the most appropriate and cost effective alternative for the replacement of the plant's existing biological treatment infrastructure (trickling filters and rotating biological contactors), recommending the construction of two new sequencing batch reactor basins. The PER also defined necessary repairs and rehabilitation to other existing plant components, including the belt filter press, primary clarifiers, and intermediate pump station. Following completion of the PER, Mr. Despart assisted in securing grant funding for final design of the project.

Water Treatment Plant Improvements, Village of Rouses Point, New York

Mr. Despart worked to prepare a Preliminary Engineering Report for Water Treatment Plant (WTP) improvements. The PER defined the most appropriate and cost effective water source and WTP location. The PER also defined the most appropriate, cost effective, and simple to operate treatment technology, thereby minimizing the cost the Village residents and businesses. Following completion of the PER, B&L was selected to provide final design services for the proposed WTP. Mr. Despart then assisted in a pilot study of the proposed treatment technology, which successfully demonstrated the technology would effectively treat the Village's source water. Final design is currently underway. Mr. Despart's design responsibilities have included engineering calculations, creation of draft design drawings, and preparation of contract documents.

Village Water System Improvements, Village of Ravena, New York

B&L is assisting the Village with advancement of several of the recommendations discripted in the PER which include permitting, design, bidding and construction related services such as Raw Water Intake Improvements, Sediment Basin Improvement, High and Low Water Storage Tank Expansion, Distribution Mains Improvements, and Transmission Main Improvement.

CDBG Water System Improvements, Village of Ellenville, New York

Mr. Despart worked to design improvements to the Village of Ellenville's water distribution system. The improvements included the replacement of 20 gate valves, 30 fire hydrants, and a section of new 8-inch ductile iron.

2020 Engineering and Bond Report, Mohawk Valley Water Authority, New York

Mr. Despart worked to prepare an annual engineering report evaluating the condition of existing water treatment, storage, and distribution infrastructure owned and operated by the Mohawk Valley Water Authority. The report also evaluated future capital improvement projects to determine the expected life-span of the system. The report was used as the basis for the Authority's bonding process to secure funding for capital improvement projects.

Olivia Hicklen, I.E.

Engineer II

ohicklen@bartonandloguidice.com



Years of Experience: 4

Education: B.S. Environmental Resources Engineering, State University of New York College of Environmental Science & Forestry, New York, 2019

Summary

Ms. Hicklen's areas of expertise are focused in municipal water and wastewater infrastructure projects. She has proficient experience in the preparation of Preliminary Engineering Reports and Map and Plan Reports; the development of Contract Drawings and Specifications; bidding assistance; construction administration, as well as data analysis and cost estimating; performing sanitary sewer inspections and invert measurements, as well as creating an inventory of strategic structures, utilizing ArcGIS and its online applications.

RELEVANT EXPERIENCE

Water Treatment Plant Improvements Project, Village of Monticello

The Village of Monticello to retained B&L to evaluate options to improve many aspects of their system, including treatment, storage, and distribution. Ms. Hicklen served as a design engineer for the Water Treatment Plant portion of this project which includes the installation of new low lift pumps, finished water pumps, chemical feed systems, packaged treatment units, piping and valve improvements, and instrumentation and control improvements, and the construction of a prefabricated treatment building. Ms. Hicklen's work included the preparation of chemical, coagulant, and polymer dosing and bulk storage calculations, Langelier Saturation Index calculations, and the preparation of Design Drawings using Civil3D. Additionally, Ms. Hicklen prepared a computational fluid dynamics model to aid in the design of the clear well and corroborate published baffling factors.

New London Pumping Improvements, Town of Verona, New York

B&L was retained by the Town of Verona to perform engineering services for the construction of the New London Pump Station, which served as a chlorine booster pump station and acts as a hydraulic break between the Town's booster pumping station and the City of Rome gradient by pumping water with adequate pressure to the downstream portions of the Verona Water District Extension No. 3. The pumps were sized for 1390 gpm at 348 feet of total dynamic head. Ms. Hicklen aided in the preparation of the Specifications and Construction Drawings using Civil3D, Revit and Plant3D, as well as calculations for the Chlorine Design Basis and 30-day Bulk Storage calculations.

New London Storage Improvements, Town of Verona, New York

B&L was retained by the Town of Verona to perform engineering services for the construction of the New London Storage Improvements Project, which included a 0.5 MG concrete potable water storage tank, designed and specified in accordance with AWWA D110, Type 3. The tank is an integral part of the Town's new water supply, acting as a hydraulic break between the Town's booster pumping station and the City of Rome gradient. Ms. Hicklen aided in the preparation of the Specifications and Construction Drawings using Civil3D.

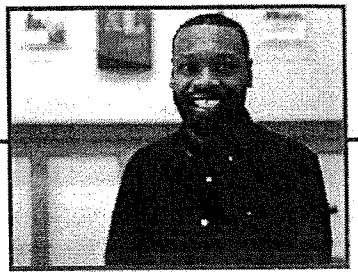
Verona Water District Extension No. 3 Transmission Main and Watermain Improvements, Town of Verona, New York

B&L was retained by the Town of Verona to perform engineering services for the construction of approximately 11 miles of 16-inch pressure class 250 transmission main and 5 miles of 8-inch pressure class 350 distribution main. The transmission main will connect the existing Verona districts to the City of Rome water system. Along the transmission main there are a number of sections to be installed by Horizontal Directional Drill and two crossings encased in 30-inch steel pipe to be installed by jack-and-bore underneath existing railroad right-of-ways. Ms. Hicklen served as a design engineer for the project and aided in railroad permitting process and the preparation of Contract Documents using Civil3D.

Esrom L. Philogene, I.E.

Staff Engineer

ephilogene@bartonandloguidice.com



Years of Experience: 7

Education: Bachelor of Science, Civil Engineering, Rensselaer Polytechnic Institute, 2015

Professional Registrations: Engineer in Training; 10-Hour Construction Safety and Health Certification

Summary

Mr. Philogene is a civil engineer in our Water Resources Practice Area. He has worked on projects for water distribution, water treatment, water storage, sanitary sewer collection systems, pump stations, and stormwater management. He also has experience with cost estimation, construction administration, AutoCAD Civil 3D, CostWorks, and ArcMap. He has worked on a variety of funding applications and has assisted municipalities with grant applications through programs such as the Community Development Block Grant (CDBG) program, the Middletown Community Grant Application through the Environmental Protection Agency (EPA), and the Drinking Water State Revolving Fund (DWSRF) and Clean Water State Revolving Fund (CWSRF) through the Environmental Facilities Corporation (EFC). Mr. Philogene's responsibilities at B&L include research, design, technical writing, construction administration, contract documents, and assisting junior engineers with navigating the project process.

RELEVANT EXPERIENCE

Water System Improvements Project, Village of Greenwich, New York

Mr. Philogene is the staff engineer for the Village of Greenwich's Water System Improvements Project that is being undertaken to address an insufficient water source and an aging and undersized distribution system. As a first step, the team prepared a preliminary engineering report, which was awarded a $3 million WIIA grant and a DWSRF zero percent interest loan. As part of a holistic approach, B&L built a hydraulic model of the Village water system to identify current conditions and the impact of potential improvements. The final design and construction included developing two new source wells, installing new water meters, and installing approximately 22,000 linear feet of new transmission and distribution mains. Mr. Philogene's role on the project was to review bid documents from suppliers for the procurement of materials and determine the lowest bidder. Mr. Philogene also prepared the Recommendation for Bid and Notices of Award for Village approval.

Water System Improvements Project – Phase II, City of Middletown, New York

B&L was retained by the City to design the replacement of the City's existing 20-inch low pressure water transmission main from the water treatment plant to the Middletown Community Campus. B&L is also replacing a 12-inch diameter water transmission main. The project includes planning, design, permitting, and construction of approximately 6,200 linear feet of 24-inch diameter low pressure transmission main. Mr. Philogene is assisting with preparing an application for funding through the EPA.

Maple Avenue Booster Station Relocation Project, Village of Warwick, New York

B&L was hired by the Village to provide engineering services for the relocation of an existing booster station on Maple Avenue to Grand Street, allowing the Maple Avenue station to be abandoned in place. Mr. Philogene is the staff engineer for the design of the new booster station and for the installation of a pressure reducing valve (PRV) on Maple Avenue to better regulate water pressures in the area. He is working with vendors on the booster station and PRV layout and design. He is also coordinating survey services and subsurface geotechnical investigative work at the proposed booster station location.

Sanitary Sewer Improvements Project, Village of Dolgeville, New York

B&L was retained by the Village of Dolgeville for the replacement of the existing sanitary sewer main along Main Street, Baker Street, North Helmer Avenue, Elm Street, and West State Street. Existing water and storm mains are also proposed to be replaced along North Main Street through FEMA funding. Mr. Philogene is the design engineer for the sanitary sewer and water main improvements.

Nicola J. Gosselin, I.E.

Senior Staff Engineer

ngosselin@bartonandloguidice.com



Years of Experience: 9

Education: M.S., Civil Engineering, Concentration in Environmental and Water Resources Engineering, Norwich University, 2013; B.S., Civil Engineering, Norwich University, 2011

Professional Registrations: Engineer-in-Training (EIT); OSHA-10 Hour Certified; NYSDEC SWPPP Qualified Inspector

Summary

Ms. Gosselin has 9 years of experience as a project manager and estimator for construction projects. She is proficient with all disciplines including permitting, stormwater compliance, estimating, budgeting, purchasing, shop drawings, contractor coordination, scheduling, payments, change orders, claims and project close out. She has the ability to team with the design staff and clients to anticipate problems, react proactively to reduce impacts to schedules and budgets, and drive construction projects to completion.

RELEVANT EXPERIENCE

Water System Improvements Project, City of Middletown, New York

Ms. Gosselin is the construction manager for the replacement of the City's existing 20-inch water transmission main from the Water Treatment Plant to the Middletown Community Campus as well as the replacement of a 12-inch diameter water transmission main. The project includes the planning, design, permitting, and construction of approximately 6,100 linear feet of 24-inch diameter main, 700 linear feet of 18-inch diameter main, and 2,800 linear feet of 12-inch diameter main.

Raw Water Source Dam and Transmission Improvements, City of Mechanicville, New York

Ms. Gosselin is the construction manager for the upgrade and repair of the City's raw water source dam and transmission main following a notice of violation from NYS DEC. B&L was responsible for the design, permitting, and construction oversight for the project. Consisting of two general construction contracts, the project includes upgrades and repairs at the dam spillway and outlet headwall, **replacement of approximately 880 LF of 16-inch DIP to include bypass pumping and abandonment of the existing 16-inch DIP transmission main**, as well as dredging of approximately 16,000 cy of sediment which has accumulated over time in the City's lower terminal reservoir and bypass channel.

Neversink River Valley Groundwater Exploration Program, Town of Fallsburg, New York

Ms. Gosselin is the construction manager for the connection of two new wells to the municipality's water supply. B&L was retained for an ongoing program to obtain additional groundwater resources for a local municipality that uses over 14 groundwater wells as the source of community drinking water. A goal of 1,000 gallons per minute of additional groundwater resources was set based on long-term projected municipal demands. B&L coordinated and provided field supervision of resistivity geophysical transects to identify bedrock interface, buried glacial stream channels or outwash deposits. Geologic mapping and groundwater recharge analyses were provided. Fracture trace analyses were conducted in upland portions of the Town where unconsolidated material is thin and bedrock aquifers are the most likely sources of water. B&L advised the municipality on groundwater exploration, modifications to multi-well pumping cycles, implementation of extensive geophysical studies, and well maintenance procedures. To date, three wells have been installed and approved by NYSDOH and DRBC for use as public water supply wells. B&L was also responsible for compliance with NYSDOH design standards, treatment/ distribution system design, and bidding and construction phase services.

Hill Street Drainage Improvements Project, City of Mechanicville, New York

Ms. Gosselin is the construction manager for a DOT Betterment project including the installation of approximately 230 LF of 18-inch HDPE storm pipe, two new manhole structures, and connections into two existing drainage structures. The project also includes restoration of the work area inclusive of ADA compliant sidewalks as well as improvement of a commercial driveway entrance.

Robert J. Murphy Jr., AICP

Managing Community Planner

rmurphy@bartonandloguidice.com



Years of Experience: 11

Education: M.A., Urban and Regional Planning, University of Florida, 2011; B.S., Management, Rensselaer Polytechnic Institute, 2009

Professional Registrations: American Institute of Certified Planners (AICP)

Summary

Mr. Murphy is a community planner and lead grant writer with B&L. This has led to his understanding of the importance both roles play in bringing implementable plans into reality. Mr. Murphy has experience in managing large and small planning projects across New York State, ranging from countywide hazard mitigation plans to main street master plans. He brings a focus on communication that allows project processes and recommendations to be tailored to the specific needs of local clients.

As a lead grant writer, Mr. Murphy has prepared and submitted over 250 applications on behalf of municipal clients. This experience has contributed to his understanding of funding agencies through processes that strengthen an application's funding chances. Additionally, his experience in grant administration for numerous clients allows Mr. Murphy to bring awareness of potential unforeseen pitfalls in grant pursuits to municipal clients so that they are prepared for them.

RELEVANT EXPERIENCE

Grant Writing and Administration Services, Town of Halfmoon, New York

B&L was retained to aid Town staff in administering grant projects in the Town of Halfmoon, Saratoga County, New York. Mr. Murphy is project manager for this work which has helped the Town organize a complex and numerous portfolios of grant projects. Mr. Murphy meets regularly with Town staff to ensure that on-going grant projects are monitored and progressed in accordance with grant program requirements. Simultaneously, Mr. Murphy has prepared grant applications and secured funding totaling over $750,000 on behalf of the Town in support of new projects and needs.

Grant Writing and Administration Services, Town of Glenville, New York

B&L was retained to aid Town staff in administering grant projects in the Town of Glenville, Schenectady County, New York. Mr. Murphy is project manager for this work which has helped the Town organize a complex and numerous portfolios of grant projects. Simultaneously, Mr. Murphy has prepared grant applications on behalf of the Town in support of new projects or needs including a $1.7 million multi-use path project on Freemans Bridge Road, an $850,000 Tri-District Safe Routes to School sidewalk project, a $300,000 car-top boat launch in Maalwyck Park, and an $800,000 shared-use path connection on Van Buren Road.

Grant Program, City of Mechanicville, New York

Mr. Murphy assembled and composed a number of grant applications on behalf of the City of Mechanicville including Local Government Records Management Improvement Fund for a records inventory project, Local Government Efficiency Grant program for a water meter replacement project, USDA Rural Business Enterprise Grant Program, and the NYSDOT Strategic Transportation Enhancement Program and NYSDOT Transportation Enhancement Program for pedestrian safety improvements along North Central Avenue. He also investigated and analyzed other grants for probable success include the NYS Department of Homeland Security and Emergency Services Hazard Mitigation Grant Program, Capital District Transportation Committee Transportation and Communities Linkage Study Program, NYSDEC Urban and Community Forestry Program and several program planning grants for the historic train station. B&L has helped the City secure over $20 million in grant funding since 2008.

Johanna E. Duffy, CWB®, PWS

Associate
jduffy@bartonandloguidice.com



Years of Experience: 18

Education: M.P.S., Wetland and Water Resources, SUNY College of Environmental Science and Forestry, 2009; B.T., Wildlife Management, SUNY College of Agriculture and Technology at Cobleskill, 2003; A.A.S., Fisheries and Wildlife Technology, SUNY College of Agriculture and Technology at Cobleskill, 2002

Professional Registrations: Certified Wildlife Biologist (CWB) Certification, The Wildlife Society; Professional Wetland Scientist (PWS) designation, Society of Wetland Scientists; Hazardous Waste Operations Health & Safety (initial 40-hour course, current annual 8-hour refresher course)

Summary

Ms. Duffy's experience and primary duties are associated with wetland site delineation and permitting, endangered and threatened species assessments and habitat surveys, ecological monitoring, environmental regulations, hazard mitigation, and hazardous waste and environmental site assessments. These services are performed for a wide spectrum of project types, ranging from bridge replacements to recreational trail planning efforts to solid waste facility expansion projects.

RELEVANT EXPERIENCE

Water System Improvements, Village of Whitehall, Washington County, New York

B&L performed a system-wide assessment developing a multi-phased program of prioritized improvements including construction of a new 1.0 mgd membrane microfiltration water treatment facility, raw water intake improvements, replacement of raw water and finished water transmission mains, and other improvements throughout the entire distribution system. B&L submitted Hardship and Full SRF applications to the NYSEFC on the Village's behalf to obtain grant and no-interest loan financing. Ms. Duffy assisted with the SEQRA process associated with the funding application and also completed fieldwork to determine wetland locations within the limits of disturbance.

Constantia and Toad Harbor North Shore Water System, Towns of Constantia and West Monroe, New York

This project included construction of 22 miles of new 16-, 12-, and 8-inch ductile iron water main, a 500,000-gallon water storage tank, and two control valves. The North Shore Water System includes areas adjacent to the north shore of Oneida Lake. Water supply for this system is allocated by the Onondaga County Water Authority (OCWA). B&L provided preliminary and final design services for the complete water supply system. Ms. Duffy assisted with SEQRA processing; wetland field delineation, mapping, and reporting efforts; environmental permitting and wetland impact analysis; and the threatened and endangered species habitat assessment for the project.

Regional Water System Evaluation, City of Mechanicville, New York

Review the water system and its operation for the City of Mechanicville to determine the most cost effective option for water supply to the City residents and their contract water customers. A dwindling water supply and degradation of raw water quality caused water treatment costs to increase dramatically. The entire water system was evaluated for improvements to enhance the treatment of water that could ultimately result in a reduction in costs. Alternate water sources were evaluated and costs developed to utilize the new sources to determine the most cost effective method of supplying water to City residents as well as the adjacent communities that purchase water from the City.

Eastern Shore Water System, Towns of Richland and Sandy Creek, New York

B&L developed a joint water distribution project to provide public water service to new water districts in the Towns of Richland and Sandy Creek. The project eliminated various community water systems that were contaminated and provided public water to many small lakeshore properties that lacked adequate drinking water. The new water system serves over 880 developed properties in Richland Water District No. 3 and Sandy Creek Water District No. 1. The installation of 11.4 miles of new 8-inch ductile iron water main was the focus of this project. Ms. Duffy managed the wetland field delineation and subsequent reporting for the project. She also assisted in obtaining the environmental permits for the project and providing technical review of the threatened and endangered species habitat assessment conclusions and impact analysis. A detailed bog turtle (Clemmys muhlenbergii) habitat assessment was required.

RELEVANT PROJECT EXPERIENCE WITH REFERENCES

Water System Improvements
Village of Greenwich, New York

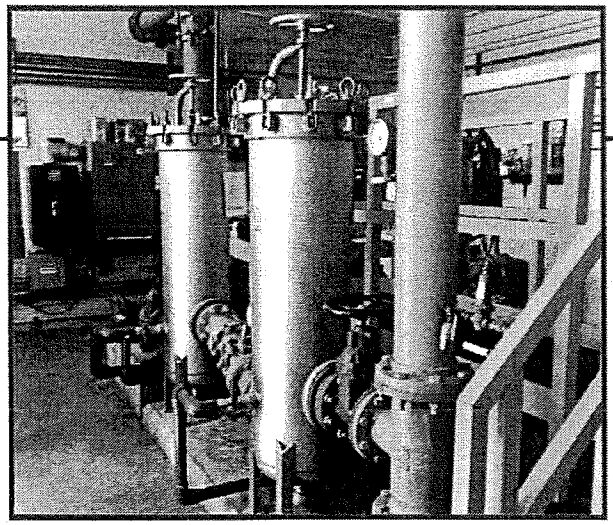
The Village of Greenwich operates a water system using three groundwater wells as their primary source to serve a population of approximately 1,780 customers. Two of these wells were identified as being at the end of their useful life and in need of replacement, while the third had high manganese levels.

The well water is treated using cartridge filtration and chlorination before feeding the distribution system. Many of the pipes are believed to be over 10 years old, and are undersized and heavily tuberculated. The system experienced high levels of magnesium loading on the filters as well as source capacity issues because it was undersized, and was unable to meet ISO fire standards. As such, the Village received a consent order from the New York State Department of Health (NYS DOH) to correct these conditions. B&L was retained by the Village of Greenwich to evaluate and recommend updates to the water system.

B&L took a holistic approach to this project and started by creating and field calibrating a hydraulic model of the system. The model was then run through various scenarios to identify deficiencies. Proposed improvements were then added to the model to determine if the upgrades were sufficient to meet both current and future demands. Improvements included the following:

- **Replacement of approximately 4,500 feet of existing 6-inch diameter cast iron pipe with 12-inch diameter ductile iron pipe**
- **Replacement of approximately 17,200 feet of various size distribution mains**
- Upgrade of metering system to include new, more accurate, less labor intensive meters in all households
- Addition of a drive-by meter reading infrastructure
- **Replacement of two source wells**

B&L assisted with preliminary engineering, which included environmental services, water system modeling, SEQR documentation, and preliminary design services. B&L is currently in final design and will provide bidding and construction assistance to the Village for the various contracts under this project. B&L also assisted the Village with funding, facilitating the award of a $3 million grant through the NYS Water Infrastructure Improvement Act (WIIA) offered by the NYS Environmental Facilities Corporation (EFC). The project was listed on the EFC Drinking Water State Revolving Fund Intended Use Plan Annual List and has qualified to receive hardship (interest free) and zero percent financing for $4.8 million for a term of up to 30 years.



REFERENCE

Pamela Fuller, Mayor
Village of Greenwich
6 Academy Street
Greenwich, New York 12834
518-321-4395
mayor@villageofgreenwich.org

Grant:
$3 Million

Total Project Cost:
$7.8 Million

Completion Date:
Ongoing

Water System Improvements
Village of Ilion, New York

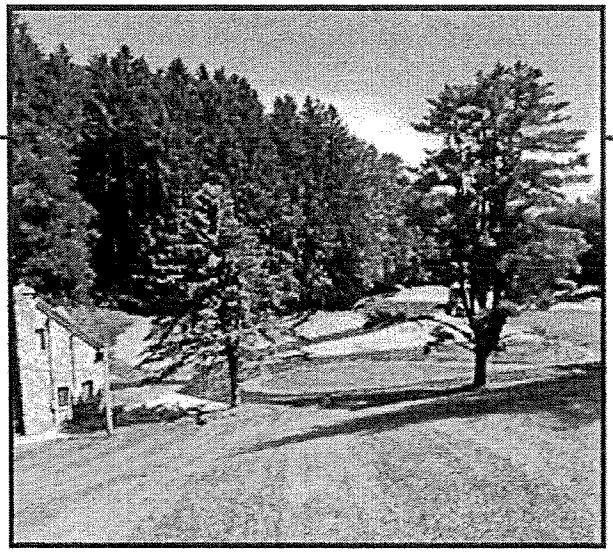
The Village of Ilion struggled for several years due to issues with a poor quality water source, outdated treatment methods, aged distribution system, and a relatively new groundwater source that contained unpleasant characteristics (i.e., hardness, iron, manganese, etc.). Additionally, in 2018 the Village experienced a Lead and Copper Rule (LCR) exceedance for the lead action level. The New York State Department of Health (NYS DOH) responded with a request for a Corrosion Control Treatment Evaluation.

As part of the larger Eastern Mohawk Valley Regional Transmission Main project, the Village evaluated existing and new source water alternatives, including the potential for Mohawk Valley Water Authority (MVWA) expansion to serve the Village and four eastern neighboring communities. The expansion required additional corrosion control and water source integration studies.

B&L was retained by the Village to prepare a preliminary engineering report (PER), which was used to leverage a significant loan and grant funding package through NYS Environmental Facilities Corporation (EFC) and NYS Water Infrastructure Improvement Act (WIIA); B&L was again retained to provide preliminary and final design, permitting, bidding, and construction services for both the regional MVWA source water expansion project and the Village's water distribution improvements. B&L teamed with Corona Environmental Consulting, LLC to provide corrosion control assistance for the short- and long-term goals of the Village's water improvement project.

Improvements included:

- **Fast-track construction of a dedicated 16-inch groundwater well transmission main.**
- Corrosion control optimization study
- **24-inch MVWA regional transmission main and source water integration plan**
- The replacement of the existing water
- 2 million gallon storage tank
- **The replacement of approximately 200 mainline valve and 150 hydrants**
- The upsizing and replacement of approximately 25,000 linear feet of 6-inch and smaller water mains
- The replacement of all lead elements
- Decommissioning of the 130-year old water treatment plant
- MVWA source water integration
- Other various minor improvements to bring their water system to compliance with current and MVWA standards



REFERENCE

John P. Stephens, Mayor
Village of Ilion
49 Morgan Street
Ilion, New York 13357
315-895-7449
ilion@ilionny.com

Total Project Cost:
$43 Million

Completion Date:
2019

Water System Improvements
Village of Frankfort, New York

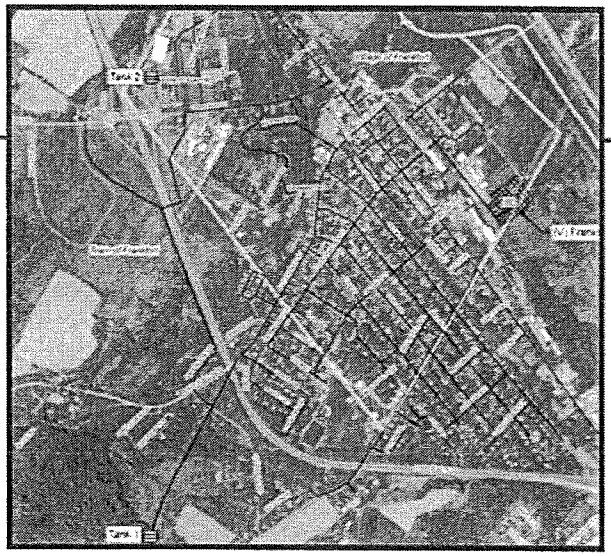
The Village of Frankfort owns and operates a municipal water system which also services parts of the Town of Frankfort. The Village completed an evaluation of their wells, treatment plant, and distribution system as many of the system components had reached the end of their reliable service life.

Despite recently completing a water main replacement project, there was still a significant amount of 4- and 6-inch mains throughout the system. The Village also did not have a sufficient number of valves to operate their water system effectively. The valve spacing exceeded standards and made it difficult for operators to repair breaks without shutting off multiple streets.

As part the larger Eastern Mohawk Valley Regional Transmission Main project, the Village retained B&L to prepare a preliminary engineering report (PER) that evaluated the Village's drinking water system and proposed source water alternatives. The PER was used to leverage a significant loan/grant funding package and the Village received a $30,000 predevelopment planning grant (PPG) through USDA RD to complete a study of their water system. B&L was retained to provide preliminary/final design, permitting, bidding, and construction services for both the regional project and the Village water distribution improvements.

Improvements included:

- A 12-inch connection to the regional transmission main
- The replacement of approximately 60 valve and 35 hydrants
- The upsizing and replacement of approximately 17,000 linear feet of 6-inch water main
- Other various minor improvements needed to bring their water system to compliance with current MVWA standards



REFERENCE

Hon. Richard D. Adams Jr., Mayor
Village of Frankfort
110 Railroad Street
Frankfort, New York 13340
315-895-7651
radams@villageoffrankfortny.org

B&L Fee:
$30,000

Completion Date:
2019

Water System Improvements
City of Middletown, New York

The City of Middletown planned to redevelop the entire Middletown Community Campus (MCC) site, previously the Middletown Psychiatric Hospital, which closed down in 2006. Development of site required higher water demands to the area including an upgrade of a vital transmission main that was undersized, tuberculated, and aging.

In 2015, B&L assisted the City in securing a $500,000 Empire State Development (ESD) grant through the Consolidated Funding Application (CFA) program. The City was required to match the grant with $2.5 million of local funds. The grant was used in Phase I to upgrade two of the transmission mains from the water treatment plant (WTP) and improve the City's water system from the main source. Phase II was a continuation of replacing these same mains deeper into the City.

Our Services

B&L assisted with the preliminary engineering of Phases I and II. This included environmental services, water system modeling using WaterCAD, SEQR documentation, and preliminary design. B&L also completed the final design servies for Phase I, as well as coordinating with subcontractors for services such as topographical survey and soil borings.

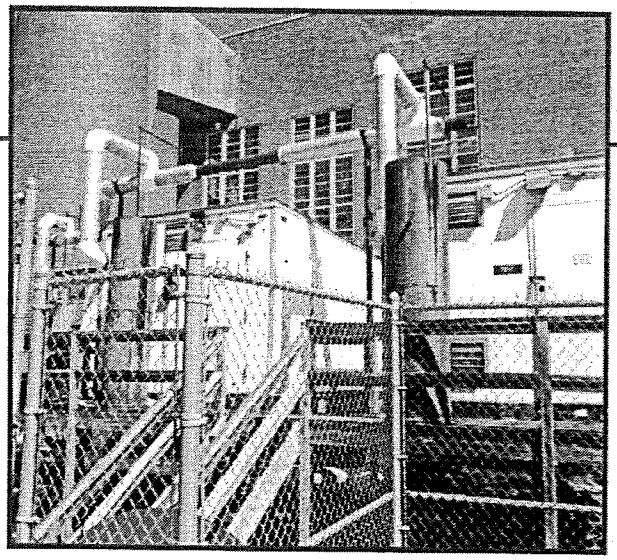
The design for Phase I consisted of the replacement of approximately:

- **5,200 linear feet of 20-inch diameter water main with 24-inch diameter water main from the WTP to the lower entrance of MCC**
- 800 linear feet of 18-inch water main and 2,300 linear feet of 12-inch water main from the WTP to the Fancher Davidge Park
- 400 linear feet of water main replacement into the MCC

Phase II included the replacement of approximately:

- **4,400 linear feet of 20-inch diameter water main with 24-inch diameter water main from the lower MCC entrance to the intersection of Monhagen and West Main Street, up to the intersection of West Main Street and Highland Ave., and to the intersection of Wickham Ave. and Highland Ave.**
- **12,400 linear feet of 24-inch water main from the WTP up Route 211 to the intersection of Monhagen Ave. and Fulton Street**

B&L assisted the City with bidding and construction of the 24-inch water main installation. B&L also provided construction administration and observation servicies. Construction was completed in 2020.



REFERENCE

Jacob Tawil, P.E, Commissioner of Public Works
City of Middletown
16 James Street
Middletown, New York 10940
845-343-3169

Total Project Cost:
$3M

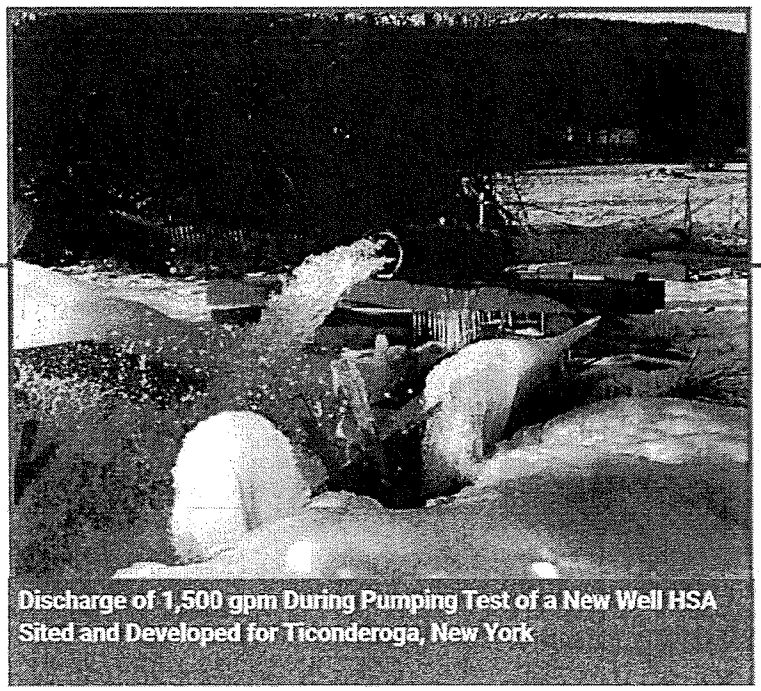
Completion Date:
Ongoing

New Groundwater Source
Town of Ticonderoga, New York

Goal: Locate and develop a new groundwater source with a sustainable capacity of 1,200,000 gallons per day to replace the Town's surface water source, allowing it to avoid having to construct a more expensive surface water treatment facility.

Project result: HSA conducted a groundwater exploration program and source development feasibility study, identifying multiple areas believed to have a high potential for groundwater development. This was followed by well-siting geophysical surveys and test well installation. Large diameter production wells were installed and tested according to State and Federal requirements. HSA conducted the appropriate testing of the wells to meet NYSDOH and NYSDEC regulations, prepared the required hydrogeologic supporting information, and obtained a withdrawal permit for a sustainable yield of 1,500 gpm (2,160,000 gpd) without any follow-up correspondence requested by the State regulatory agencies. A second back-up well was sited and developed nearby. This well was permitted at a sustainable capacity of more than 1,100 gpm (1,584,000 gpd).

The new wells went on line in 2019 and have been the Town's sole source of water since. The Town recently hired HSA once again to help locate and develop additional groundwater sources for another proposed water district.



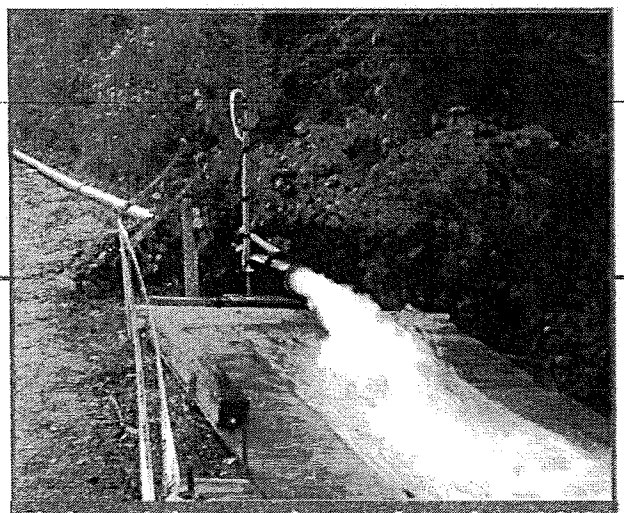
Discharge of 1,500 gpm During Pumping Test of a New Well HSA Sited and Developed for Ticonderoga, New York

New Groundwater Source
Village of Malone, New York

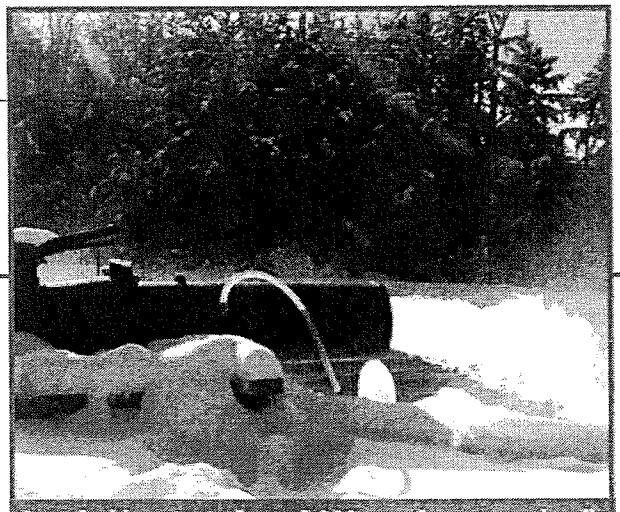
Goal: Locate and develop 2 million gallons per day (MGD) of water supply production capacity from new groundwater sources to serve the Village and four correctional facilities. Based upon previous work of other hydrogeologic/engineering consultants (four wells installed on the same property by the client's prior consultant yielded a maximum of about 120 gpm each), the Village was expecting to have to develop, connect, and manage as many as 10 to 12 wells to provide the required water.

Project result: HSA located and developed over 5.5 MGD of new groundwater capacity from just 2 wells. The wells are 20-inch diameter, screened wells in a sand-and-gravel aquifer. The wells were tested according to State regulatory standards and source approvals were obtained from the NYSDOH and NYSDEC.

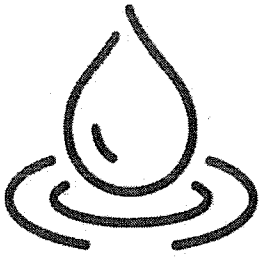
The wells have been in operation for more than 15 years now. The Village of Malone recently contracted again with HSA to construct, develop, test, and permit another production well to provide additional supply capacity for their system.



Discharge during a pumping test of one of two, 2,000 gpm production wells HSA sited and developed for the Village of Malone, New York



Sustainable output of over 2,000 gpm from second well HSA developed for the Village of Malone, New York



Technical Proposal

Project Understanding and Approach
Scope of Work
Project Management Plan
Schedule Proposal

Barton&Loguidice

Technical Proposal

PROJECT UNDERSTANDING AND APPROACH

Project Understanding

The proposed high priority work included in the distribution system improvements for Water District No. 5 generally include the installation of:

- Approximately 9,890 linear feet of 30-inch ductile iron water transmission main from the Rice Road, under Great Flats Nature Trail, along West Campbell Road, Burdeck Street, and North Thompson Street, replacing an existing 20-inch transmission main
- Approximately 5,230 linear feet of 16-inch ductile iron water main on Altamont Avenue north of Curry Road, replacing the existing 8-inch and 12-inch water main
- Approximately 2,280 linear feet of 12-inch ductile iron water main on Helderberg Avenue connecting to existing water main near the intersection of Bayberry Road/ Helderberg to the intersection of Curry Road/Helderberg, replacing the existing 8-inch water main
- Approximately 1,180 linear feet of 12-inch ductile iron water main from Carman Road to the Rosedale Way area, with a 360 linear foot NYS Thruway Crossing; connecting to the existing 10-inch water main
- Three, 20-inch mainline valves to replace the existing inoperative mainline valves located on Willow Street, Beverly Street, and Curry Road
- Two, 8-inch mainline valves to replace the existing inoperative mainline valves located on Cedarlawn Avenue
- Five, 6-inch mainline valves to replace the existing inoperative mainline valves located on Parklawn Avenue, Robinwood Avenue, and Pinelawn Avenue
- Installation and permitting of Well 6

B&L has worked on the modeling and preliminary engineering for this project from the concept to now and understands the needs of Rotterdam. We also understand the complexities of this project, such as work in areas of high traffic, and will take that knowledge to deliver a solid design.

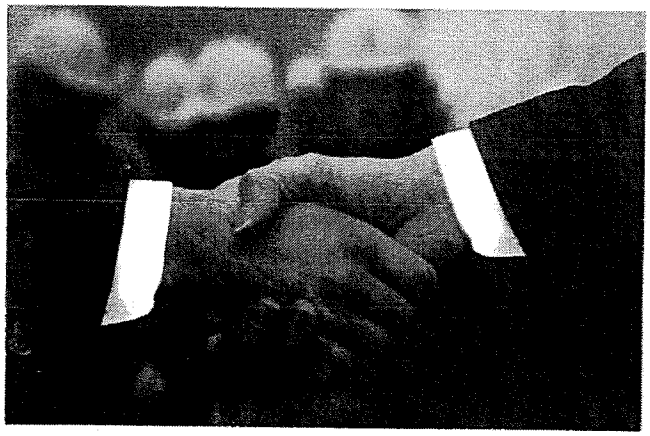
Project Approach

B&L has a long history of providing water services to many communities, particularly in the Rotterdam area. We have developed a solid approach that has become the foundation of our water services project development. We first assemble a talented consultant team and build rapport and trust with our clients, combining our knowledge of state funding and engineering with our clients' knowledge of their system. This allows us to develop projects that are fundable and provide our clients with solutions that will solve their project-specific problems.

It is our goal to ensure that our clients' needs are met. To do this, we listen attentively to develop solutions to project challenges and we provide the level of assistance needed for each project – often from conception through final construction paperwork. The specific team that we are proposing for this project specializes in groundwater well development and permitting as well as water system improvements. Most of this team was involved in the development of the recent Preliminary Engineering Report for the Town of Rotterdam.

B&L's Relationship with Rotterdam

Over the past 15 years, B&L and Rotterdam have teamed for many successful projects. In fact, we have worked on 57 total projects, several which are in the planning, design or construction stages currently. We know the Town, work well with the Town leaders and departments and understand the Town vision. For this project, we are proposing to continue that partnership by utilizing staff that have intimate knowledge of the Town of Rotterdam water system. This starts with Don Fletcher as the Officer-in-Charge who has been integral to many of the projects over the 15 year span. Our Project Manager for many hydraulic modeling efforts in the Town and for the recent Water District 5 Improvements Preliminary Engineering Report is Roy Richardson. Mr. Richardson will continue in the project manager role for this project and brings his over 20 years of water system improvement experience to the team. Our technical team brings back Olivia Hicklen, who led the PER efforts for this project, as well as adding Nick Despart, who has recently worked on a variety of projects in the Town, including the wastewater treatment plant improvements design. Complimenting our technical team is Esrom Philogene, Dan Marshall and Jason Denno. who has assisted the Town operators on various items the past several years. Dan is a licensed water plant operator. Our team is strategically assembled to meet the needs of the Town.



Understanding the Town Water System

Several years ago B&L completed significant flow and pressure testing of the water system in order to develop the hydraulic water model of the town water system. Since then we have updated the model annually, in order to assist in the appropriate review of impacts of future development on the system. We will continue to utilize the town model to effectively plan and design these capital improvements.

When preparing the Preliminary Engineering Report (PER) for this capital improvement project, we used the water model extensively to plan for these transmission, distribution and storage improvements. The town has high pressures in the transmission main, due to aged and undersized transmission from the well source field. Further, the primary west to east transmission main does not have adequate redundancy and has had several leaks in the past 10 years resulting in costly annual repairs. Finally, the town lacks appropriate valving to isolate mains in the system. Many of the valves in the system are inoperable. We have experience with valve and hydrant replacement programs, replacing large diameter transmission main improvement projects, and various trenchless main replacement methods.

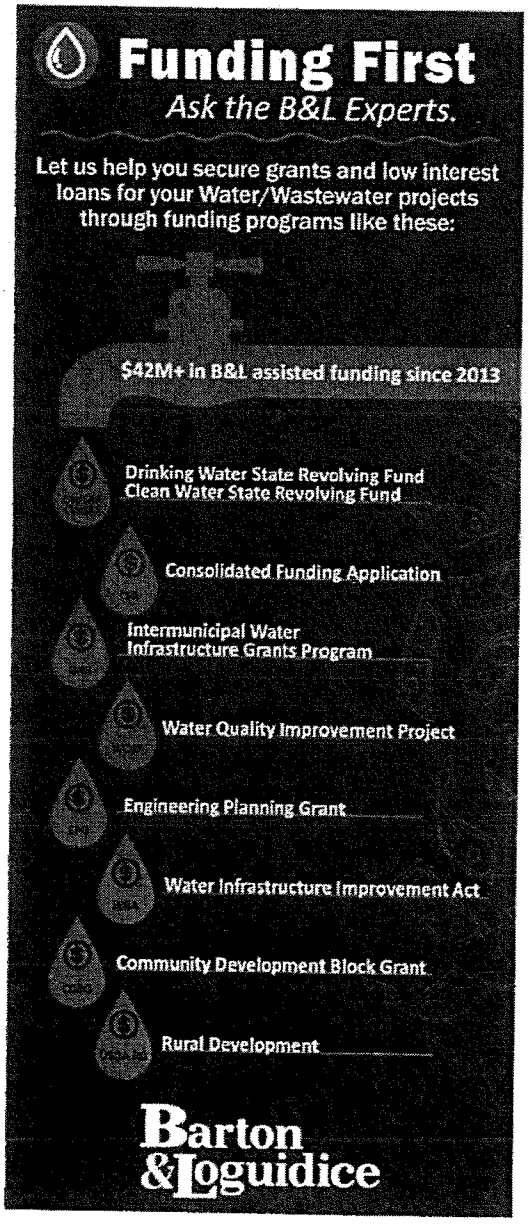
We have also helped the Town with various water system capital improvements projects over the years. We were the engineer of record for the replacement of the water storage tank in the Rotterdam Junction water district. The project included a new Aquastore tank and transmission main to connect the tank to the existing distribution system.

Funding Capital Improvements

We have assisted the Town over the years secure affordable financing for many projects. Recent funding wins include:

- Approximately $250,000 from NYSDOS for Kiwanis Park Improvements
- Approximately $1,000,000 from Congressman Tonko for Wastewater Treatment Plant Improvements
- Two NYSEFC Engineering Planning Grants (EPG) for Sewer System Studies

Since we have been participating in several public informational meetings with the Town Board in the past two years for the water and sanitary sewer improvements projects, we have listened to the residents speak about affordability. We are ready and able to assist in securing affordable financing for this important project. As shown in our WIIA Funding Table at the end of this section, we have secured almost $200M in grants for almost $700M of improvements since 2015. We have on staff Jason Denno, previously of NYSDEC and NYSEFC. He is experienced in securing the funding, knowing the vast federal and state program requirement and bringing the applications "to the top of the pile".



Large Diameter Transmission Mains

As many aspects of this project involve pipeline upgrades, Roy Richardson will be our project manager. Over his career he has completed many large diameter and large length pipeline projects, including many large diameter trenchless projects. His expertise and knowledge of the Rotterdam water system and Rotterdam staff will be beneficial in forging a team for this project. Many of our technical staff assigned to this project have worked with Mr. Richardson on previous projects and have solid design experience, including some challenging HDD projects. That is important, as some of this work is along difficult roadway corridors and there is a trenchless crossing of the New York State Thruway. Recent large diameter water main replacement projects include:

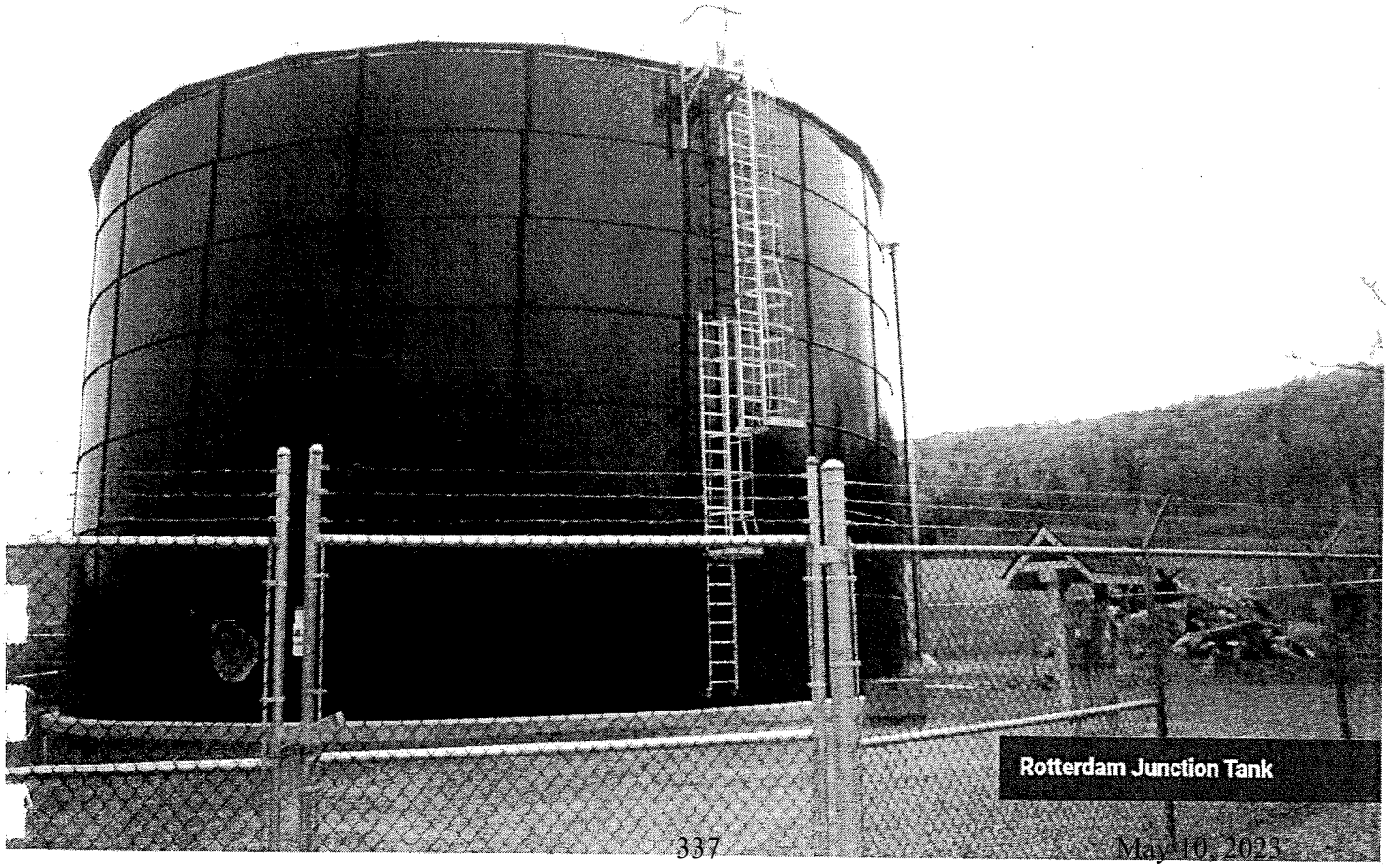
- 9 miles of 24-inch main for the Eastern Mohawk Valley Regional Water Transmission Main
- 11 miles of 16-inch main for the Town of Verona Transmission Main
- 2 miles of 16-inch for the Village of Ilion Groundwater Transmission Main
- 4.2 miles of 24-inch Finished Water Transmission Main for the City of Middletown

Traffic Considerations

From our work on the Preliminary Engineering Report, we understand that some of these main replacements are along heavily traveled roadways and in a variety of Town, County, NYSDOT, and Thruway roadways.

Here are some traffic challenges that we see for this project:

- There is 30-inch diameter main replacement is along West Campbell Avenue, Burdeck Street, and North Thompson Street. This road is heavily travelled. We anticipate that this work will need specialized traffic control plans, including possible detours.
- There is 16-inch diameter main replacement is along Altamont Avenue. This road is heavily travelled and include a lot of businesses and terminates at the railroad crossing. We anticipate that this work will need specialized traffic control plans to keep traffic moving to businesses. Work within the railroad right of way will need special permitting as well.
- The Carmen Road crossing offers the challenge of going under the New York State Thruway. Our team will take additional borings in this area to determine the geological conditions and conduct surveying that meets Thruway requirements. With this information we can select the proper trenchless method to cross the Thruway.



Rotterdam Junction Tank

Although these are challenges, our team has the experience to address them. Our Albany office has a complete transportation engineering team that specializes in traffic control, DOT, County, and Thruway permitting requirements, and roadway restoration needs. This team will be brought in to work with our water resources team to deliver a solid design that is able to be permitted for construction and minimizes the impact on the community. In addition, construction of these improvements will be managed by our Albany office construction team with a combination of B&L and subconsultant inspection services. This team will also be supported by our transportation team, who has DOT certified inspectors and staff that can rapidly visit the site to address roadway concerns.

Hydrogeologic

The HydroSource team has a lot of experience developing, permitting, designing, and installing drinking water wells. They understand some of the challenges that Rotterdam will face with developing Well 6. Some of the challenges are:

- There are limited firms with the capability to drill a well this size, which has recently led to waiting 6 months for driller availability
- Regulatory review times are often long

HydroSource has addressed these successfully on recent projects by engaging the drillers early and by submitting preliminary reports to the NYSDOH. The preliminary reports serve to gain input early from the NYSDOH and minimize permit review times. We will start with a 6-inch diameter test well, which will allow HydroSource to determine capacity of the well, design the screen, and prepare for the production well, which is expected to be around 24-inch diameter.

SCOPE OF WORK

Our proposed scope of work will involve the following:

General Requirements

The first step in our approach will be to conduct a kickoff meeting with the Town team to discuss the project. This meeting will include discussion on the project scope, gathering initial available and relevant data, obtaining available record plan mapping and other information from the Town, and confirming the project schedule. Our proposed schedule is detailed on page 2-10 in our proposal. At this meeting we also plan to discuss funding deadlines and the need for public meetings.

We suggest that monthly progress meetings with the Town be conducted to keep the Town updated on design, receive input on items from the Town, update schedule, and discuss next steps in the process. This will create a consensus among the parties involved and will facilitate further discussions and decisions. As the project moves forward, we will re-engage the NYS DOH and bring in other regulatory agencies, as necessary, to involve them as part of the team, and apprise them of the Town's schedule and plans. This has been proven to assist with keeping projects moving forward. Minutes from these meetings will be compiled and distributed to the Town.

Field Investigations

We understand that B&L shall conduct field work that we deem necessary to obtain the required information to properly design the water system improvements. Some of the items that we have already identified as being necessary for this project are as follows:

- *Surveying* - Our subconsultant, PJO Surveying, will provide survey services for the areas of work for the project.
- *Geotechnical Investigation* - Our subconsultant, ATL, will provide geotechnical borings in order to identify soil conditions for construction of the new mains.
- *Environmental Studies* - B&L will provide environmental services, conducting a site visit to review the potential work areas for wetlands and threatened and endangered species. A delineation report memo will be prepared. Screening letters will be sent to federal and state agencies as required.
- *Archaeological Review* - Our subconsultant, HMAC, will provide archaeological services to complete a Phase 1A (Literature Review).

As part of our surveying efforts, it is anticipated that additional permanent or temporary easements will be required at various project locations. At a minimum, we anticipate the following locations will need easements:

- The backlot across from the Schenectady Water Treatment Plant (WTP) to I-890;
- The backlot from I-890 under electric transmission lines across Great Flats Nature Trail area to Putnam Road at West Campbell Road, and the Carman Road project area, and;
- The Thruway to the vacant land north of Rosedale Way, future Whispering Pines Development.

Final Design

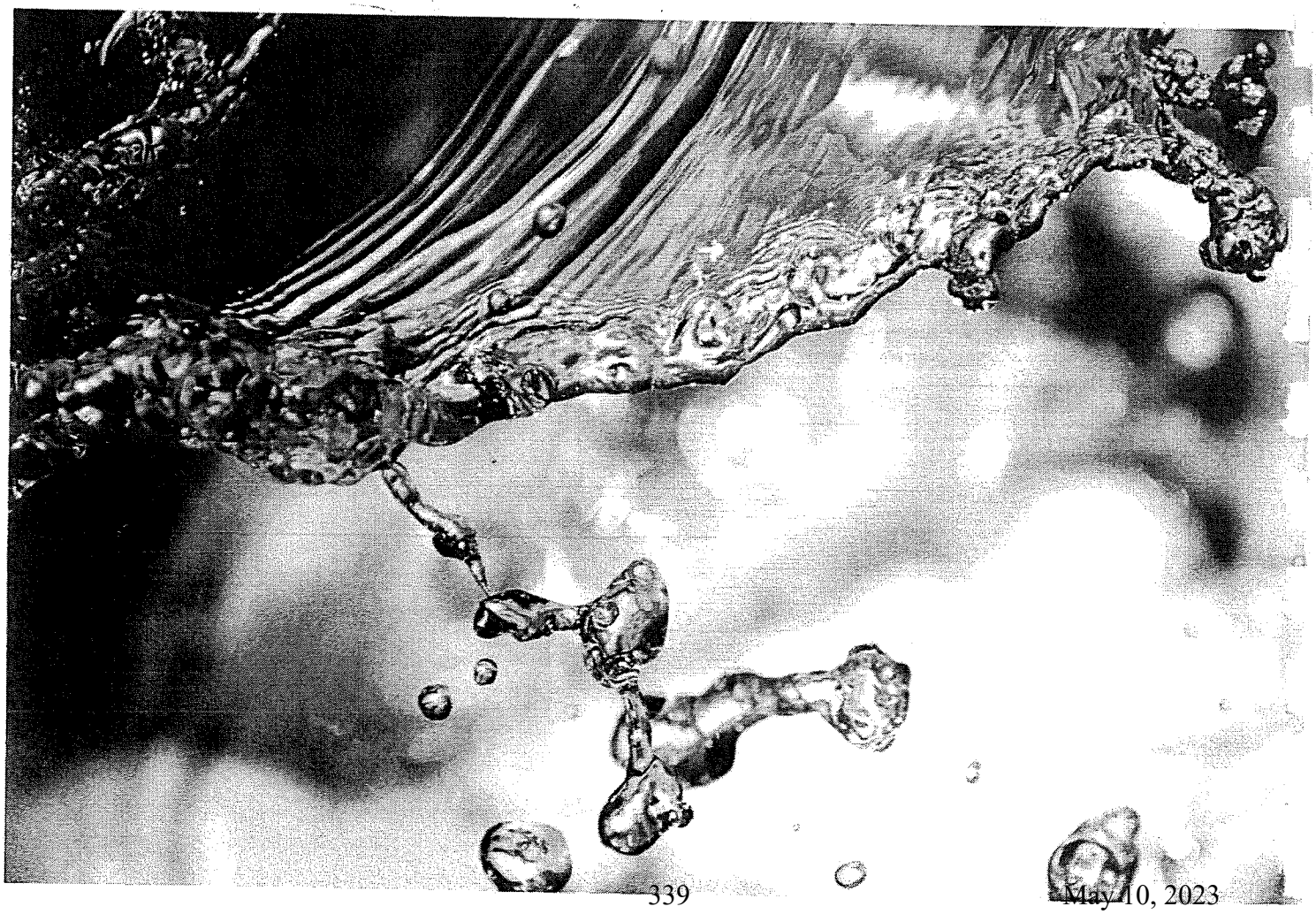
B&L will provide preliminary and final design services to the Town for the Water System Improvements Project. We propose providing review sets to the Town at 30%, 60%, and 90% to receive feedback. All designs will be in accordance with all relevant agency requirements to include NYS Department of Health, New York State Department of

PROJECT MANAGEMENT PLAN (PMP)

For this specific project, our project management plan starts with forming a team with the Town staff and regulatory agencies to ensure that the project moves forward in an expeditious manner and meets the needs of the Town. This starts with our project manager and officer in charge who will ensure both solid communication with the Town and that sufficient resources are made available to complete the work on schedule. In addition, our project manager will reach out to the regulatory agencies to schedule early meetings to discuss the project and what would make it more fundable. Typically, Drinking Water State Revolving Fund (DWSRF) and Water Infrastructure Improvement Act (WIIA) applications get submitted in June/July timeframe, so a meeting with the Department of Health (DOH) needs to be a priority once this project is awarded. It will be important to get a debrief on past submittals and discuss options to make the project score better on the funding list. We understand that the Town would like involvement in developing the funding applications and B&L will be there throughout the entire funding process to provide technical support and funding guidance.

As the project moves forward from funding requests to design, we will re-engage the DOH as well as to bring in other regulatory agencies so that they are part of the team and know the Town's schedule and plans. This has been proven to assist with keeping projects on schedule. We also propose regular meetings with the Town to keep the Town updated on design, receive input on items from the Town, update schedule, and discuss next steps in the process. We will add in the regulatory agencies to meetings as needed to ensure that the entire project team is kept updated.

As part of our PMP, we are partnering with other consultants who offer great skills in their area of expertise. We also have selected a team that includes MWBE and SDVOB firms. **All of these firms have worked with us on previous projects, so there is cohesion in our overall team.** Our project manager will be responsible for coordinating the efforts of our partners to keep communication open throughout the team.



Environmental Conservation, and EFC. In addition, when work is expected to be done on County and DOT roads, we will ensure that compliance with those agencies as well. Plans and specifications will be provided to all applicable regulatory agencies for permit issuance and approval. We also will issue the plans and specifications for bid and construction.

Bidding Services

B&L will assist the Town with bidding services. We will prepare the Advertisement for Bid, attend a pre-bid meeting, prepare addendums, review and tabulate the bids and provide a letter of recommendation for award. Upon award we will provide a letter of award, on behalf of the Town, to the contractor. We will work with the Town to determine the appropriate amount of contracts to issue for all of the project work.

Construction Administration Services

B&L will provide construction administration services as follows:

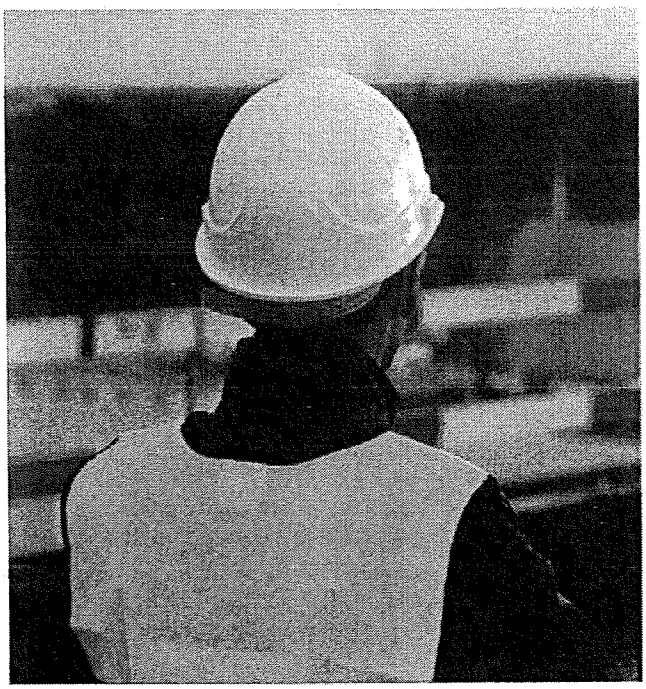
- B&L will prepare conformed copies of successful bidder's submittal for contract execution
- Conduct a preconstruction conference with the contractor and Town
- Issue a Notice to Proceed to the contractor
- Review of shop drawings and submittals for the material and equipment to be incorporated into the project for conformance with the Contract Documents
- Review of the contractor's payment applications and submit same to the Town for processing. Submittals shall include certified payrolls from the contractor.
- Attend project meetings with the contractor's representatives and Town, make periodic site visits to the project site during construction of the project, and advise the Town regarding construction related issues.
- Review of documentation for and prepare change orders, as appropriate.
- Following construction of the project, B&L will conduct a final on-site project review and provide a punch list, issue a Notice of Substantial Completion, provide construction certification to the approval agency(s) for work completed in accordance with the approved plans and specifications, and provide completed construction drawings for the new facilities. Provide NYSDEC compliant O&M manual for the project.

Construction Observation Services

It is assumed that full time construction observation services for 9 months will be required by one Construction Observer. Therefore, we have assumed a total of 1,800 hours of observation. This includes 36 weeks at 40 hours per week with an additional 360 hours for any contractor overtime and punch list.

The duties of the Construction Observer (CO) will be as follows:

- Conduct on-site construction observation of the work in progress in determining if the work is proceeding in accordance with the approved Contract Plans. The CO shall not advise or issue directions regarding, or assume control over, safety precautions and programs in connection with the work.
- Report whenever the CO believes that any work will not produce a completed project that conforms to the Contract Plans and Specifications, or has been damaged or does not meet the requirements of any inspection, test or approval required to be made; and advise of work that CO believes should be corrected or rejected.
- Report when clarifications and interpretations of the Contract Plans are needed.
- Prepare progress reports for each visit to the construction site, recording contractor's activities, and progress of the work.
- Be present during system testing to verify that performance is in accordance with Contract Plans, Specifications, and intended function.



Total of B&L Assisted NYSEFC Water Infrastructure Improvement Act (WIIA) Grants (2015-2022)					
Year	Project Type	Applicant Name	County	Project Cost	Grant Award
2015	Clean Water (Sewer)	Malone, Village of	Franklin	$12,510,000	$3,127,500
2015	Drinking Water	Mechanicville, City of	Saratoga	$3,960,000	$508,760
2015	Clean Water (Sewer)	Watkins Glen-Montour Falls, Villages of	Schuyler	$22,547,099	$5,000,000
2016	Drinking Water	Adams, Village of	Jefferson	$3,979,042	$2,387,425
2016	Drinking Water	Clifton, Town of	St. Lawrence	$3,900,000	$2,340,000
2016	Drinking Water	Constantia, Town of	Oswego	$4,723,000	$2,833,800
2016	Drinking Water	Denmark, Town of	Lewis	$2,500,000	$1,500,000
2016	Clean Water (Sewer)	Elizabethtown, Town of	Essex	$8,550,000	$2,137,500
2016	Drinking Water	Hounsfield, Town of	Jefferson	$205,680	$123,408
2016	Clean Water (Sewer)	Potsdam, Village of	St. Lawrence	$10,710,000	$2,677,500
2016	Clean Water (Sewer)	Vernon, Village of	Oneida	$6,000,000	$1,500,000
2017	Clean Water (Sewer)	Adams, Village of	Jefferson	$4,273,000	$1,068,250
2017	Drinking Water	Bethlehem, Town of	Albany	$15,332,000	$3,000,000
2017	Drinking Water	Fine, Town of	St. Lawrence	$5,308,000	$1,000,000
2017	Clean Water (Sewer)	Frankfort, Village of	Herkimer	$6,200,000	$1,550,000
2017	Drinking Water	Hastings, Town of	Oswego	$17,140,000	$3,000,000
2017	Drinking Water	Hounsfield, Town of	Jefferson	$1,368,000	$820,800
2017	Clean Water (Sewer)	Niles, Town of	Cayuga	$352,000	$88,000
2017	Clean Water (Sewer)	Owasco, Town of	Cayuga	$1,545,726	$386,432
2017	Clean Water (Sewer)	Rosendale, Town of	Ulster	$2,480,000	$620,000
2017	Clean Water (Sewer)	Seneca Falls, Town of	Seneca	$2,950,000	$737,500
2017	Drinking Water	Sullivan, Town of	Madison	$5,120,000	$2,910,000
2018	Clean Water (Sewer)	Chenango, Town of	Broome	$21,200,000	$5,000,000
2018	Clean Water (Sewer)	Clayton, Village of	Jefferson	$8,830,000	$2,207,500
2018	Clean Water (Sewer)	Dundee, Village of	Yates	$8,231,000	$2,057,750
2018	Drinking Water	Greenwich, Village of	Washington	$6,337,000	$3,000,000
2018	Clean Water (Sewer)	Homer, Village of	Cortland	$1,730,000	$432,500
2018	Clean Water (Sewer)	Ilion, Village of	Herkimer	$10,167,995	$2,541,999

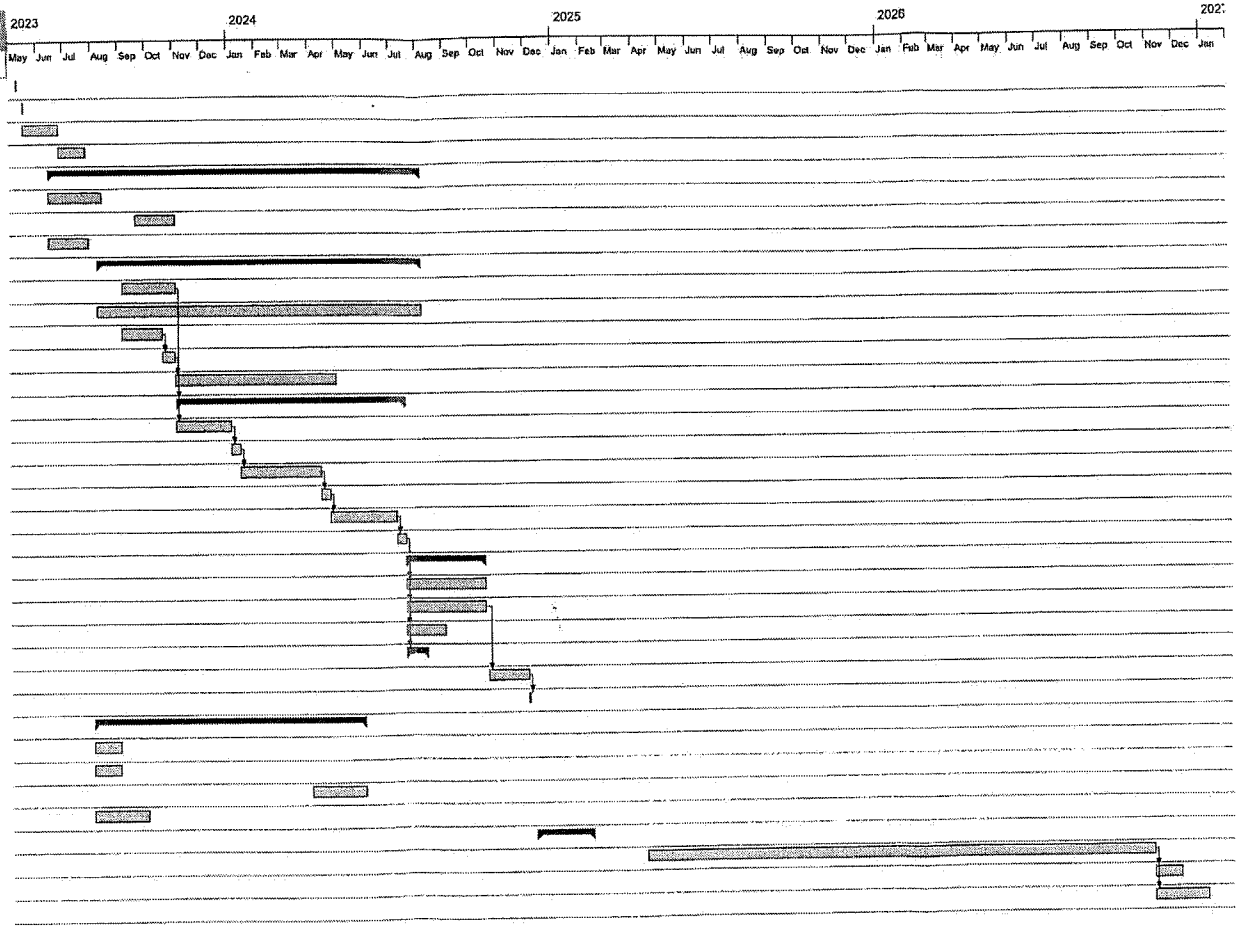
Total of B&L Assisted NYSEFC Water Infrastructure Improvement Act (WIA) Grants (2015-2022)					
Year	Project Type	Applicant Name	County	Project Cost	Grant Award
2018	Drinking Water	Martinsburg, Town of	Lewis	$3,100,000	$1,860,000
2018	Drinking Water	Mechanicville, City of	Saratoga	$255,000	$153,000
2018	Drinking Water	Petersburgh, Town of	Rensselaer	$1,234,950	$740,970
2018	Drinking Water	Ravena, Village of	Albany	$3,970,000	$2,382,000
2018	Clean Water (Sewer)	Rome, City of	Oneida	$12,000,000	$3,000,000
2018	Clean Water (Sewer)	Rye, City of	Westchester	$1,959,000	$489,750
2018	Drinking Water	Sandy Creek, Town of	Oswego	$11,466,000	$3,000,000
2018	Drinking Water	Verona, Town of	Oneida	$25,928,000	$3,000,000
2018	Clean Water (Sewer)	Verona, Town of	Oneida	$107,620	$90,212
2018	Clean Water (Sewer)	Warwick, Village of	Orange	$12,248,000	$3,062,000
2018	Clean Water (Sewer)	Webster, Town of	Monroe	$12,000,000	$3,000,000
2019	Clean Water (Sewer)	Constantia, Town	Oswego	$39,015,000	$5,000,000
2019	Drinking Water	Crawford, Town	Orange	$3,852,800	$2,311,680
2019	Clean Water (Sewer)	Hounsfield, Town	Jefferson	$2,504,400	$626,100
2019	Clean Water (Sewer)	Oneida, City	Madison	$44,055,000	$5,000,000
2019	Drinking Water	Onondaga County WA	Onondaga	$2,500,000	$1,500,000
2019	Drinking Water	Pamelia, Town	Jefferson	$13,990,000	$3,000,000
2019	Clean Water (Sewer)	Sherman, Village	Chautauqua	$3,922,000	$980,500
2019	Clean Water (Sewer)	Sherrill, City	Oneida	$7,000,000	$1,750,000
2021	Clean Water (Sewer)	Amsterdam, City of	Montgomery	$17,200,000	$4,300,000
2021	Drinking Water	Peekskill, City of	Westchester	$5,000,000	$3,000,000
2021	Drinking Water	Madison County	Madison	$2,680,000	$1,608,000
2021	Clean Water (Sewer)	Saratoga County	Saratoga	$20,350,000	$5,087,500
2021	Drinking Water	Cape Vincent, Town of	Jefferson	$6,321,000	$2,300,000
2021	Drinking Water	Edmeston, Town of	Otsego	$6,388,000	$3,000,000
2021	Drinking Water	Elbridge, Town of	Onondaga	$7,849,987	$3,000,000
2021	Drinking Water	Hermon, Town of	St. Lawrence	$7,650,000	$3,000,000
2021	Drinking Water	Hounsfield, Town of	Jefferson	$5,447,000	$3,000,000

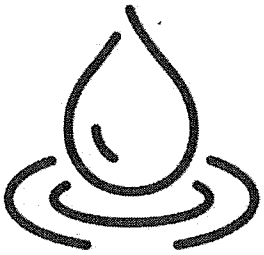
Total of B&L Assisted NYSEFC Water Infrastructure Improvement Act (WIIA) Grants (2015-2022)					
Year	Project Type	Applicant Name	County	Project Cost	Grant Award
2021	Drinking Water	Orwell, Town of	Oswego	$2,939,000	$1,763,400
2021	Drinking Water	Schuyler, Town of	Herkimer	$5,926,000	$3,000,000
2021	Clean Water (Sewer)	Seneca Falls, Town of	Seneca	$6,840,000	$1,710,000
2021	Drinking Water	Aurora, Village of	Cayuga	$10,370,000	$3,000,000
2021	Drinking Water	Copenhagen, Village of	Lewis	$1,101,000	$660,600
2021	Drinking Water	Cuba, Village of	Allegany	$7,275,799	$3,000,000
2021	Drinking Water	Elbridge, Village of	Onondaga	$5,109,219	$3,000,000
2021	Drinking Water	Frankfort, Village of	Herkimer	$8,415,000	$3,000,000
2021	Drinking Water	Herkimer, Village of	Herkimer	$19,998,000	$3,000,000
2021	Clean Water (Sewer)	Herkimer, Village of*	Herkimer	$19,991,000	$9,995,500
2021	Drinking Water	Ilion, Village of	Herkimer	$6,104,000	$3,000,000
2021	Drinking Water	Portville, Village of	Cattaraugus	$5,408,530	$3,000,000
2021	Clean Water (Sewer)	Portville, Village of	Cattaraugus	$9,689,656	$2,422,000
2022	Clean Water (Sewer)	Binghamton, City of	Broome	$11,015,000	$2,753,750
2022	Clean Water (Sewer)	Boonville, Village of	Oneida	$8,800,000	$2,200,000
2022	Clean Water (Sewer)	Champlain, Village of	Clinton	$3,336,000	$834,000
2022	Clean Water (Sewer)	Peekskill, City of	Westchester	$4,300,000	$1,075,000
2022	Drinking Water (IMG)	Herkimer IDA	Herkimer	$23,397,000	$9,358,800
2022	Drinking Water	Herkimer, Village of	Herkimer	$17,498,670	$2,000,000
2022	Drinking Water	Jordan, Village of	Onondaga	$8,513,700	$2,000,000
Totals				**$664,170,873**	**$184,571,386**

SCHEDULE PROPOSAL

Our proposed schedule is provided in Gantt format below. We have thought through some important milestones that need to be met to complete the work on time, while meeting regulatory deadlines. As the Town desires to phase the improvements, we have the team available to meet changes to this proposed schedule. For instance, if the Town desires to commence construction in 2024 for a valve replacement program or a main replacement project, we can meet that that schedule.

Name	Begin date	End date
Contract Award	5/10/23	5/10/23
Kickoff Meeting	5/17/23	5/17/23
Initial Funding Summit	5/17/23	6/25/23
Funding Applications	6/26/23	7/25/23
Preliminary Design	6/14/23	8/5/24
Survey	6/14/23	8/12/23
Soil Borings	9/19/23	11/2/23
Environmental Studies	6/14/23	7/28/23
Preliminary Engineering	8/7/23	8/5/24
Transission Main Alignment & Valves	9/4/23	11/2/23
Well 6	8/7/23	8/5/24
Distribution Main Alignment	9/4/23	10/18/23
Town Review / Project Meetings	10/19/23	11/1/23
Easements	11/2/23	4/29/24
Contract Documents	11/3/23	7/16/24
30% Design	11/3/23	1/3/24
30% Town Review / Meeting	1/4/24	1/13/24
60% Design	1/14/24	4/12/24
60% Town Review / Meeting	4/13/24	4/22/24
90% Design	4/23/24	7/6/24
90% Town Review / Meeting	7/7/24	7/16/24
Review Agency Approvals	7/17/24	10/14/24
NYSDOT & County Permits	7/17/24	10/14/24
NYSDOH	7/17/24	10/14/24
Funding Agency	7/17/24	8/30/24
Engineers Cost Estimate	7/17/24	8/10/24
Final Contract Documents	10/18/24	12/1/24
Final Town Review / Approval	12/2/24	12/2/24
Environmental Approvals	8/1/23	5/30/24
Wetland Deliniations and Report	8/1/23	8/30/23
Habititat Assesment and T/E Memo	8/1/23	8/30/23
SWPPP	4/1/24	5/30/24
Joint Application	8/1/23	9/29/23
Bidding	12/9/24	2/10/25
Construction	4/12/25	11/2/26
As-Built Drawings	11/3/26	12/2/26
Project Closeout	11/3/26	1/1/27





Appendix

RFQ Submittal Requirements Checklist
Conflict of Interest Statement and Supporting Documentation
Certification of Authority
W-9 Form
Non-Collusive Bidding Certification
Insurance Certification
Principal Owners

Barton&Loguidice

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION IS GRANTED WHICH ENTITLES

BARTON & LOGUIDICE DPC
JOHN F BRUSA, JR
443 ELECTRONICS PKWY
LIVERPOOL, NY 13088-6056

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 01/01/2021 TO 12/31/2023.

CERTIFICATE NUMBER
0018246

BETTY ROSA
INTERIM COMMISSIONER OF EDUCATION

Barton & Loguidice

Barton & Loguidice, D.P.C.
2023 Officers

Name	Title	Business Location Address
John F. Brusa, Jr.	President/CEO	443 Electronics Parkway, Liverpool, NY 13088
Richard A. Straut	Executive Vice President	10 Airline Drive, Suite 200, Albany, NY 12205
Matthew J. Schooley	Executive Vice President Secretary	443 Electronics Parkway, Liverpool, NY 13088
Anthony P. DaRin	Senior Vice President	443 Electronics Parkway, Liverpool, NY 13088
Donald H. Fletcher	Senior Vice President	10 Airline Drive, Suite 200, Albany, NY 12205
Kenneth M. Knutsen	Senior Vice President	443 Electronics Parkway, Liverpool, NY 13088
Scott D. Nostrand	Senior Vice President	443 Electronics Parkway, Liverpool, NY 13088
Richard J. Maxwell	Senior Vice President/CFO	443 Electronics Parkway, Liverpool, NY 13088
John A. Benson	Senior Vice President	443 Electronics Parkway, Liverpool, NY 13088
Eric A. Pond	Senior Vice President	443 Electronics Parkway, Liverpool, NY 13088
Mark M. Zessin	Senior Vice President	41 Sequin Drive, Glastonbury, CT 06033
John E. Rigge	Vice President	443 Electronics Parkway, Liverpool, NY 13088
Timothy P. Taber	Vice President	443 Electronics Parkway, Liverpool, NY 13088
Dean G. Mason	Vice President	443 Electronics Parkway, Liverpool, NY 13088
Timothy W. Bolan	Vice President	443 Electronics Parkway, Liverpool, NY 13088
Matthew C. Fuller	Vice President	443 Electronics Parkway, Liverpool, NY 13088
Christian G Lawton	Vice President	443 Electronics Parkway, Liverpool, NY 13088
Chad W Hutton	Vice President	443 Electronics Parkway, Liverpool, NY 13088
Sean C. Sweeney	Vice President	3901 Hartzdale Drive, Suite 101, Camp Hill, PA 17011
Matthew N. Brown	Vice President	41 Sequin Drive, Glastonbury, CT 06033
Eric J. Horvat	Vice President	2790 Mosside Boulevard, Suite 840, Monroeville, PA 15146
Timothy R. Bivens	Vice President	443 Electronics Parkway, Liverpool, NY 13088

RESOLUTION NO. 176.23

TO AUTHORIZE THE TOWN SUPERVISOR TO EXECUTE A SHARED SERVICES AGREEMENT FOR I.T. SERVICES BETWEEN SCHENECTADY COUNTY AND THE TOWN OF ROTTERDAM

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 a shared services agreement for I.T. services between Schenectady County and the Town of Rotterdam.

SECTION 2. This resolution shall become effective May 10, 2023.

DATED: May 10, 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: 5/9/2023

TO: Town Board

FROM: Henry Gerhard, I.T. Project Manager and Support Liaison

TITLE OF LEGISLATIVE REQUEST: Shared Services Agreement for I.T. Services between Schenectady County and the Town of Rotterdam.

TO BE PLACED ON TOWN BOARD MEETING OF: 5/10/2023

Background Information: The State of New York has offered the Town of Rotterdam the use of New York State Joint Security Operations Center (JSOC) CrowdStrike Falcon Complete Endpoint Detection and Response (EDR).

Evaluation/Analysis: CrowdStrike Falcon Complete EDR is a continually updated subscription-based service which when deployed constantly monitors all the endpoints (computers, printers, peripherals) on a network.

Recommendation(s): New York State is offering to share with the Town at no cost a commercial-grade software solution that will help deter ransomware, malware, viruses, and phishing attacks on a 24/7/365 schedule.

Attachment/Document(s): CrowdStrike Falcon Complete: A Word of Explanation

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): MOU submitted by Schenectady County for approval by Town Council 4/10/23.

LEGISLATION WILL BE PREPARED BY: Henry Gerhard

SAMANTHA MILLER-HERRERA
FIRST DEPUTY COUNTY ATTORNEY

FRANK S. SALAMONE
FIRST DEPUTY COUNTY ATTORNEY

JENNIFER M. BARNES
SENIOR DEPUTY COUNTY ATTORNEY

SARAH H. PETRACCIONE
DEPUTY COUNTY ATTORNEY

CHRISTOPHER H. GARDNER
COUNTY ATTORNEY

COUNTY OF SCHENECTADY
OFFICE OF THE COUNTY ATTORNEY
COUNTY OFFICE BUILDING
620 STATE STREET
SCHENECTADY, NEW YORK 12305-2114
(518) 388-4700
Fax No. (518) 388-4493

MICHAEL R. GODLEWSKI
FIRST DEPUTY COUNTY ATTORNEY

NADIA C. VISCUSI-STANNERS
DEPUTY COUNTY ATTORNEY

CHRISTINE D. Mc CLELLAN
DEPUTY COUNTY ATTORNEY

CAMILLE J. SIANO ENDERS
DEPUTY COUNTY ATTORNEY

DYLAN J. REILLY
ASSISTANT COUNTY ATTORNEY

April 5, 2023

RECEIVED
APR 10 2023
Town of Rotterdam
SUPERVISORS OFFICE

Hon. Mollie Collins
Supervisor
Town of Rotterdam
Rotterdam Town Hall
1100 Sunrise Boulevard
Schenectady, NY 12306

Re: Shared Services Agreement for IT Services between Schenectady County and the Town of Rotterdam

Dear Ms. Collins:

Enclosed please find Shared Services Agreement, in duplicate, with regard to the above. If they meet with your approval, please have both contracts executed, notarized, and returned to this office at your earliest convenience.

Thank you for your attention to this matter.

Respectfully yours,

CHRISTOPHER H. GARDNER
County Attorney

CHG/pmp
Enclosures

Shared Services Agreement for IT Services between Schenectady County and the Town of Rotterdam

This Shared Services Agreement ("Agreement") is made and entered into as of (date) by and between Schenectady County, a municipal subdivision of the State of New York, with its principal place of business located at 620 State Street, Schenectady, NY 12305 ("County") and the Town of Rotterdam, a municipal subdivision of the State of New York, with its principal place of business located at 1100 Sunrise Boulevard, Schenectady, NY 12306 ("Town").

WHEREAS, the County and Town desire to enter into an agreement to share IT services in order to promote cost savings and efficiency; and

WHEREAS, the ~~Count~~ County ~~has~~ the resources and expertise to provide IT services that would benefit the Town; and

WHEREAS, the Town has a need for IT services that the County can provide;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the County and Town agree as follows:

Services Provided:
The County shall provide the Town with IT services, including but not limited to:

- NYS JSOC provided CrowdStrike Falcon Complete ~~ERD~~ EDR and all future offerings of that nature

Duration of Agreement: This Agreement shall be effective as of the date first written above and shall remain in effect for a period of three (3) years, unless terminated earlier in accordance with the Termination Provision.

Compensation: The IT services provided under this Agreement are at no cost.

Termination: Either party may terminate this Agreement upon thirty (30) days' written notice to the other party. The terminations of this Agreement shall not affect any obligations or liabilities of either party incurred prior to the effective date of termination.

Confidentiality: The County and Town acknowledge that they may have access to confidential information of the other party in the course of providing or receiving IT services. The County and Town agree to keep such information confidential and not to disclose it to any third party, except as required by law.

Indemnification: The County and Town shall indemnify and hold harmless each other from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or in connection with the performance of this Agreement.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflicts of law.

Entire Agreement: This Agreement constitutes the entire agreement between the County and Town and supersedes all prior agreements and understanding, whether written or oral, relating to the subject matter of this Agreement.

Amendments: This Agreement may not be amended or modified except in writing signed by both parties.

Notices: Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally or sent by certified mail, return receipt requested, to the parties at the addresses set forth above or to such other addresses as may be specified in writing by the parties from time to time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Schenectady County: _____

By: Rory Fluman, County Manager
Name & Title

Date: _____

Town of Rotterdam: _____

By: Mollie Collins, Supervisor, Town of Rotterdam
Name & Title

Date: _____

Shared Services Agreement for IT Services between Schenectady County and the Town of Rotterdam

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WHEREAS, the ~~Court~~ County JCG has the resources and expertise to provide IT services that would benefit the Town; and

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Compensation: The IT services provided under this Agreement are at no cost.

Termination: Either party may terminate this Agreement upon thirty (30) days' written notice to the other party. The terminations of this Agreement shall not affect any obligations or liabilities of either party incurred prior to the effective date of termination.

Confidentiality: The County and Town acknowledge that they may have access to confidential information of the other party in the course of providing or receiving IT services. The County and Town agree to keep such information confidential and not to disclose it to any third party, except as required by law.

Indemnification: The County and Town shall indemnify and hold harmless each other from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or in connection with the performance of this Agreement.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflicts of law.

Entire Agreement: This Agreement constitutes the entire agreement between the County and Town and supersedes all prior agreements and understanding, whether written or oral, relating to the subject matter of this Agreement.

Amendments: This Agreement may not be amended or modified except in writing signed by both parties.

Notices: Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally or sent by certified mail, return receipt requested, to the parties at the addresses set forth above or to such other addresses as may be specified in writing by the parties from time to time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Schenectady County: _____

By: Rory Fluman, County Manager
Name & Title

Date: _____

Town of Rotterdam: _____

By: Mollie Collins, Supervisor, Town of Rotterdam
Name & Title

Date: _____