

MEETING OF THE ROTTERDAM TOWN BOARD

October 22, 2025

7:00 PM

Agenda Review 6:30 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

PROCLAMATIONS

EXECUTIVE SESSION

PRESENTATIONS

PUBLIC HEARING

1. For consideration and authorization to appropriate \$176,144.00 from the Repair Reserve within the Water 5 fund for costs associated with Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street Project in order to avoid a deficit within the Water 5 fund for 2025. Pg. 4

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS: RESOLUTIONS

323.25 Accepting town board meeting minutes. Pg. 53

324.25 To schedule a Special Meeting of the Town Board. Pg. 81

325.25 To approve changes made to the 2026 Tentative Budget and to establish the 2026 Preliminary Budget and call for a public hearing on the 2026 Preliminary Town Budget. Pg. 84

326.25 To approve budget transfers to the 2025 budget. Pg. 87

327.25 To approve 2025 quarterly expense transfers of gas and diesel. Pg. 92

328.25 To negotiate and execute Change Order No. 1 to an existing agreement with New Castle Paving LLC, for the awarded bid of: 6.3mm polymer-modified hot mix asphalt highway resurfacing. Pg. 94

329.25 To negotiate and execute Fee Amendment No. 2 to an existing agreement with Barton & Loguidice for professional engineering services for the Emergency Generator Tank Replacement Compliance Assistance. Pg. 126

330.25 To negotiate and execute two (2) agreements with National Grid to upgrade existing facilities at the Wastewater Treatment Plant for the installation of a back-up generator. Pg. 149

331.25 To amend the Schedule of Fees. Pg 157

332.25 To authorize the Comptroller to appropriate reserve funds for the Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street Project. Pg. 161

333.25 To negotiate and execute an agreement with Donna Levasseur for Secretarial and Transcription Services for the Planning Commission. Pg. 208

334.25 A resolution authorizing the scheduling of a public hearing, consolidating one Town of Rotterdam Sewer District, to wit: Sewer District #7, and two sewer district extensions, to wit: Sewer District #7, Ext. #1 and Sewer District #7, Ext. #2, into one consolidated sewer district subject to the completion of proceedings pursuant to article 17-A of the general municipal law of the state of New York and further approving and authorizing the execution of a joint consolidation agreement. Pg. 213

335.25 To authorize an agreement with Barton and Loguidice for Wastewater Treatment Plant Improvements-Supplement No. 4. Pg. 228

336.25 To negotiate and execute an agreement with Trane U.S. Inc. for Town Hall RTU-6 Heat Exchange Replacement. Pg. 336

LIAISON REPORTS

MISCELLANEOUS

ADJOURNMENT

Mollie A. Collins, Supervisor

PUBLIC HEARING #1

10/22/25

For consideration and authorization to appropriate \$176,144.00 from the Repair Reserve within the Water 5 fund for costs associated with Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street Project in order to avoid a deficit within the Water 5 fund for 2025.

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 8, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 317.25

**TO CALL FOR PUBLIC HEARING AUTHORIZING THE COMPTROLLER TO
APPROPRIATE RESERVE FUNDS**

WHEREAS, the Town of Rotterdam has recently completed the Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street Project, a project that was awarded to Carver Construction Inc., with the remaining balance due at this time; **NOW**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby calls for a public hearing to be held on October 22, 2025, at 7:00 P.M, located at the John F. Kirvin Government Center, 1100 Sunrise Boulevard Rotterdam, New York, to hear all interested persons regarding the authorization of appropriating Reserve Funds for the Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street Project.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Town Clerk to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 22nd day of October 2025 for the following purpose:

For consideration and authorization to appropriate \$176,144.00 from the Repair Reserve within the Water 5 fund for costs associated with Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street Project in order to avoid a deficit within the Water 5 fund for 2025.

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

DATED: October 8, 2025
Daily Gazette: Please publish once on October 10, 2025
Town Clerk
Post

SECTION 3. This resolution shall become effective October 8, 2025.

DATED: October 8, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on October 8, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 10, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: 9/30/2025

TO: Mollie A. Collins, Town Supervisor
Town Board

FROM: Alison Grace, Town Comptroller

TITLE OF REQUEST: To approve the use of repair reserves for water 5 fund related repair.

TOWN BOARD MEETING: Call for Public Hearing on October 8;
To be placed on the Town Board Meeting of October 22, 2025.

Background Information: Multiple watermain breaks have occurred on Curry Road over the past year, leading to the installation of temporary pavement due to the high traffic volume in that section. Carver Construction was awarded the bid in June 2025 to reconstruct the affected area of Curry Road. Following an approved change order in September 2025, the total project cost amounts to \$176,144.00.

Evaluations/Analysis: The cost of the Curry Road reconstruction will put the 2025 contractual appropriations over budget for the Water 5 fund. The Water 5 fund Repair Reserve is currently holding a balance of \$1,622,275.00.

Recommendation: Based on the background information and analysis provided, I recommend that the Town allocate \$176,144.00 from the Water 5 Repair Reserve to cover the costs associated with the Curry Road reconstruction. This approach will prevent the Water 5 fund from exceeding its contractual appropriations for 2025 and ensure the necessary repair work is completed without adversely impacting the fund's financial stability.

Attachment/Document(s): Approved Board Resolutions and related contracts

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, June 11, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 221.25

**TO ACCEPT AND AWARD BID FOR CURRY ROAD (ROUTE 7)
RECONSTRUCTION, BETWEEN ALTAMONT AVENUE AND DEFOREST STREET**

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

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street, for the Town of Rotterdam, to Carver Construction Inc., located at 26 Corporate Circle, Albany, New York 12203, at the mutual consent of both the Town and Carver Construction Inc., with a bid amount not to exceed, one hundred seventy-three thousand one hundred seventy-four and 00/100 (\$173,174.00) dollars.

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

SECTION 3. This resolution shall become effective June 11, 2025.

DATED: June 11, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on June 11, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

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



Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 3, 2025
TO: Supervisor Collins and Town Board
FROM: Fred Mastroianni, P.E. Town Consultant Engineer
TITLE OF REQUEST: Curry Road Reconstruction Bids
TOWN BOARD MEETING: June 11, 2025

Background Information:

A watermain break occurred on Curry Road, between Altamont Avenue and Deforest Street and temporary pavement was installed to allow traffic flow in this area. Design plans and specifications were prepared to reconstruct this section of road. roadway section. A total of three (3) bids were received.

Evaluation/Analysis:

An evaluation was conducted to determine which company is the lowest responsible bidder. The bids and amounts are as follows:

- Carver Construction, Inc. - \$173,174.00
- Peter Luizzi & Bros Contracting, Inc. - \$215,135.00
- James Maloy Inc. - \$394,000.00

The bids were evaluated, and Carver Construction, Inc. was determined to be the lowest responsible bidder.

Recommendation(s):

I recommend that the Town award the project to Carver Construction, Inc. for the total unit bid price of \$173,174.00. The final cost will be based upon the actual quantities of materials installed and may differ from the above total unit bid price.

Attachment/Document(s):

Attached are each company's bid and summary of bids.

Compliance with Purchasing Policy:

Yes

Effect(s) on Existing Law(s):

None

LEGISLATION WILL BE PREPARED BY: Supervisors Office

CARVER CONSTRUCTION, INC.

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal:

Curry Road Reconstruction, between Altamont Avenue and Deforest Street

SUBMITTED BY: Carver Construction, Inc.
26 Corporate Circle, Albany, NY 12203

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
Town of Rotterdam
Attn: Diane Marco, Town Clerk
1100 Sunrise Boulevard
Rotterdam, NY 12306
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Town in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Town.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum Date

1

05/30/2025

- B. Bidder has visited the site, conducted a thorough, alert visual examination of the Site and adjacent areas and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by the Town and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Designer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Designer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding;
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Town, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Town of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Town, a purpose of which is to establish bid prices at artificial, non-competitive levels;
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

Bidder will provide all labor, materials, and equipment needed to complete the work in accordance with the plans and specifications and as directed by NYSDOT and the Town. The contractor shall provide a bid for the following are contract pay items based upon the estimated quantities.

CONTRACT BID ITEMS

Item No.	Description	Est. Quantity	Unit Cost	Subtotal
203.02	Unclassified Excav. & Disposal	350 CY	<u>62.⁰⁰</u>	<u>21,700.⁰⁰</u>
209.1703	Drainage Struct. Inlet Protection, Prefab.-Temp.	32 LF	<u>48.⁰⁰</u>	<u>1,536.⁰⁰</u>
304.12	Subbase Course, Type 2	180 CY	<u>124.⁰⁰</u>	<u>22,320.⁰⁰</u>
404.1282	12.5 F2 Top Course Asph., 80 Series Comp.	41 TONS	<u>217.⁰⁰</u>	<u>8,897.⁰⁰</u>
404.1989	19 F9 Binder Course Asph., 80 Series Comp.	54 TONS	<u>219.⁰⁰</u>	<u>11,826.⁰⁰</u>
404.3789	37.5 F9 Base Course Asph., 80 Series Comp.	144 TONS	<u>164.⁰⁰</u>	<u>23,616.⁰⁰</u>
407.0103	Straight Tack Coat	45 GALLONS	<u>2.⁰⁰</u>	<u>90.⁰⁰</u>
418.7603	Asph. Pavement Joint Adhesive	375 LF	<u>8.⁰⁰</u>	<u>3,000.⁰⁰</u>
608.020102	Asph. Driveways & Bicycle Paths	91 TONS	<u>169.⁰⁰</u>	<u>15,379.⁰⁰</u>
609.04010510	C.I.P. Conc. Curb Type VF6	20 LF	<u>225.⁰⁰</u>	<u>4,500.⁰⁰</u>
610.1402	Topsoil - Roadside	2 CY	<u>125.⁰⁰</u>	<u>250.⁰⁰</u>
610.1601	Turf Establishment Roadside	18 SY	<u>29.⁰⁰</u>	<u>522.⁰⁰</u>
619.04	Type III Construction Barricade	30 EA	<u>338.⁰⁰</u>	<u>10,140.⁰⁰</u>
619.161401	Modify Exist. Traffic Signal Equipment	1EA	<u>0.⁰⁰</u>	<u>0.⁰⁰</u>
619.24	Nighttime Operations	LS	<u>38,128.⁰⁰</u>	<u>38,128.⁰⁰</u>
627.50140008	Cutting Pavement	260 LF	<u>2.⁰⁰</u>	<u>520.⁰⁰</u>
685.1102	White Epoxy Refl. Pav't. Stripes-20 mil	30 LF	<u>25.⁰⁰</u>	<u>750.⁰⁰</u>
685.1202	Yellow Epoxy Refl. Pav't. Stripes-20 mil	160 LF	<u>25.⁰⁰</u>	<u>4,000.⁰⁰</u>
699.040001	Mobilization (4%) Max. of above items	LS	<u>6,000.⁰⁰</u>	<u>6,000.⁰⁰</u>

TOTAL CONTRACT BID PRICE \$ 173,174.⁰⁰

One hundred seventy-three thousand, one hundred
Seventy-four dollars

If the subtotal cost of items does not equal the total contract bid price, the total contract bid price will be determined as the final bid price and the Town will adjust pricing of items for payment purposes.

SUBMITTED on June 2 2025,
The entire bid is strictly in accordance with the specification set forth in the bid documents herein.

N. Long
Signature

Carver Construction, Inc.
Name of Company or Corporation

26 Corporate Circle
Address

Albany NY 12203
City State Zip

(518) 355-6034
Phone Number

estimating@carvercompanies.com
Email

I understand if 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.

ARTICLE 6 - CONTRACTOR SELECTION CRITERIA

The Town will be awarding the project to the lowest cost responsible bidder as determined by the Town. In addition to the bid price, the Town will conduct investigations as deemed necessary to determine the lowest responsible bidder.

ARTICLE 7: NEW YORK STATE DEPARTMENT OF LABOR CONTRACTOR REGISTRATION REQUIREMENT

Effective on December 30, 2024, all contractors and subcontractors submitting bids or performing construction work on public works projects or private projects covered by Article 8 of the Labor Law are required to register with the NYS Department of Labor (NYSDOL) under Labor Law Section 220-i. Specifically, contractors must register with the Department of Labor's Bureau of Public Work and Prevailing Wage Enforcement prior to bidding on public work projects or commencing work on public work projects or covered private projects that are subject to prevailing wage. The state purpose is to ensure that such contractors and subcontractors do not have previous labor law violations and that they will abide by the State's labor laws and regulations, including the prevailing wage requirements. These registration requirements go into effect on December 30, 2024. Consequently, after that date, local governments cannot award a contract for public work to a contractor unless they are registered with the State. The NYS Department of Labor has published FAQs regarding this new requirement. For additional information, please visit the NYSDOT website or contact the Department directly by calling 518-457-5589 or by emailing labor.sm.pwask@labor.ny.gov.

Proof that all contractors and subcontractors must be provided to the Town prior to the award of this contract.

18. Bid Security:

- a. Bid must be accompanied by Bid security made payable to Town in an amount of five (5) percent of Bidder's maximum Bid price (determined by adding the base Bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond issued by a surety.
- b. The Bid security of the apparent Successful Bidder will be retained until Town awards the Contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required Contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required Contract security within 15 days after the Notice of Award, the Town may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Town's exclusive remedy if Bidder defaults.
- c. The Bid security of other Bidders that Town believes to have a reasonable chance of receiving the award may be retained by Town until the earlier of seven days after the Effective Date of the Contract or 45 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- d. Bid security of other Bidders that Town believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

19. Bid Bond:

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

BIDDER (Name and Address): Carver Construction, Inc.
26 Corporate Circle
Albany, NY 12203

SURETY (Name, and Address of Principal Place of Business): Berkley Insurance Company
412 Mt. Kemble Ave, Suite 310 N
Morristown, NJ 07960

TOWN (Name and Address):
Town of Rotterdam
Department of Public Works
1100 Sunrise Boulevard
Rotterdam, New York, 12306

BID

Bid Due Date: June 2nd, 2025

Description (Project Name): Curry Road (Route 7) Reconstruction, between Allamont Avenue and Deforest Street

BOND

Bond Number: N/A

Date: May 29th, 2025

Penal sum Five Percent of Bid

(Words)

5% of Bid

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Carver Construction, Inc.
Bidder's Name and Corporate Seal

SURETY

Berkley Insurance Company
Surety's Name and Corporate Seal

By: N L
Signature

Print Name Nick Laraway

Title Executive Director

By: MV
Signature (Attach Power of Attorney)

Print Name Jaclyn M. Kelly

Title Attorney-In-Fact

Attest: Gabe Hanoufa
Signature
Title Estimator

Attest: Alissa M. Cottrell
Signature
Title Bond Representative

*Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.*

- a. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Town upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Town's sole and exclusive remedy upon default of Bidder.
- b. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Town) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- c. This obligation shall be null and void if:
 - c.1 Town accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Town) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - c.2 All Bids are rejected by Town, or
 - c.3 Town fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- d. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Town, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- e. Surety waives notice of any and all defenses based on or arising out of any time extension to issue the Notice of Award agreed to in writing by Town and Bidder, provided that the

- total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
- f. No suit or action shall commence under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
 - g. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
 - h. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
 - i. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
 - j. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
 - k. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

NOTARIAL JURAT

INDIVIDUAL ACKNOWLEDGEMENT

State of _____]
County of _____] ss:
On this _____ day of _____, _____ before me personally appeared _____,
known to me to be the person _____ described in and who executed the foregoing instrument, and _____ he duly
acknowledged to me that _____ he executed the same.

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT

State of _____]
County of _____] ss:
On this _____ day of _____, _____ before me personally appeared _____,

known to me to be a member of the firm of _____
described in and which executed the foregoing instrument, and _____ he thereupon acknowledged to me that _____ he
executed the same as and for the act and deed of said firm.

Notary Public

CORPORATION ACKNOWLEDGEMENT

State of New York]
County of Albany] ss:
On this 2nd day of June, 2025 before me personally appeared _____,

Nick Laraway
New York to me known, who being by me duly sworn, did depose and say: that _____ he resides at Schenectady,
_____ ; that he is Executive Director
of the corporation described in and which executed the foregoing instrument; that he knows the seal of said
corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the
Board of Directors of said corporation; and that he signed his name thereto by like order.

Melissa K. Vivenzio

Notary Public

MELISSA K. VIVENZIO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01VI6092777
Qualified in Albany County
Commission Expires May 27, 2027

SURETY ACKNOWLEDGEMENT

State of New York
County of Schenectady] ss:
On this 29th day of May, 2025 before me personally appeared _____,

Jaclyn M. Kelly
to me known, who being by me duly sworn, did depose and say: that she resides in the City of _____
Scotia, New York ; that she is the Attorney-In-Fact
_____ of the above signed surety, the corporation described in and which
executed the within instrument; that she knows the corporate seal of said corporation; that the seal affixed
to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation;
and that she signed her name thereto by like order.

LAURIE W. GIBSON
Notary Public-State of New York
No. 4945994
Qualified in Saratoga County
Commission Expires January 27, 2027

Laurie W. Gibson

Notary Public

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Deborah L. Kruman; Jeanne M. Maloy; Jaclyn M. Kelly; Kara M. Epperson; Matthew Cronin; or Noelle S. Burkhus of Marshall & Sterling Upstate, Inc. of Scotia, NY* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22nd day of January, 2024.



Attest:

By

Ira S. Lederman
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafer
Jeffrey M. Hafer
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 22nd day of January, 2024, by Ira S. Lederman and Jeffrey M. Hafer who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

under my hand and seal of the Company, this 29th day of May, 2025.



Vincent P. Forte
Vincent P. Forte

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET DECEMBER 31, 2024 (AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	\$ 17,442,154
Common & Preferred Stocks	6,072,102
Cash & Short Term Investments	1,285,112
Premiums Receivable	2,832,359
Other Assets	<u>4,382,011</u>
<u>Total Admitted Assets</u>	<u>\$ 32,013,737</u>

Liabilities & Surplus

Loss & LAE Reserves	\$ 16,228,078
Unearned Premium Reserves	5,059,433
Other Liabilities	<u>1,304,351</u>
<u>Total Liabilities</u>	<u>\$ 22,591,863</u>
Common Stock	\$ 43,000
Preferred Stock	10
Additional Paid In Capital	3,014,269
Unassigned Surplus	<u>6,364,595</u>
<u>Total Policyholders' Surplus</u>	<u>\$ 9,421,874</u>
<u>Total Liabilities & Surplus</u>	<u>\$ 32,013,737</u>

Officers:

President: William Robert Berkley, Jr.
Secretary: Philip Stanley Welt
Treasurer: Richard Mark Baio
Asst. Treasurer: Bertnan Adam Braud, Jr.
Asst. Secretary: Michelle Rene Rodemyer
Asst. Treasurer: Ted William Rogers

Directors:

William Robert Berkley
(Executive Chairman)
William Robert Berkley, Jr.
Philip Stanley Welt
Richard Mark Baio
Paul James Hancock
Carol Josephine LaPunzina
James Gerald Shiel

NON-COLLUSION BIDDING CERTIFICATION

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

Name of Company: Carver Construction, Inc.

Signed by: Nick Laraway Title: Executive Director

Signature: [Signature] Date: 06/02/2025

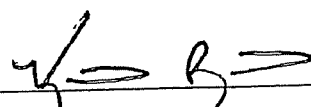
Email: estimating@carvercompanies.com

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

Resolved that Nick Laraway be authorized to sign and submit the bid or proposal of this corporation for Curry Road Reconstruction 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 Carver Construction, Inc. corporation at a meeting of its board of directors held on the 15th day of April, 2025.

(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 Contractor/Company: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS

Carver Construction, Inc.

(NAME OF CORPORATION)

"Resolved that

Nick Laraway

(Person Authorized to Sign)

Executive Director

(Title)

of

Carver Construction, Inc.

(Name of Corporation)

authorized to sign and submit Bid for this corporation for

the following project:

Town of Rotterdam - Curry Road Reconstruction

and to include in such bid the certificate as to non collusion, and for any inaccuracies or misstatements in such certificate this corporate Bidder shall be liable under penalties of perjury.

The foregoing is true and correct copy of resolution adopted by:

Carver Construction, Inc.

(NAME OF CORPORATION)

At meeting of its Board of Directors held on the

15th day of April, 2025

By

[Signature]

Title

Kenneth Barth / Corp. Secretary

26 Corporate Circle, Albany, NY 12203
Incorporated in the State of New York

(SEAL)

The above form must be completed if the Bidder is a corporation

WE ARE YOUR DOL



Department
of Labor

DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and
Covered Private Construction Projects in the State of New York,
Subject to the Prevailing Wage Requirements of
NYS Labor Law Article 8

Carver Construction Inc.
DBA: Carver Construction
2170 River Rd
Coeymans, New York 12045
Phone Number: 5183556034
Registration Number: 24-634.S9-CR
Date of Issue: 2024-12-02
Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

Roberta Reardon
Commissioner
New York State Department of
Labor



June 11, 2025
Page 131

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Carver Construction, Inc.	
2 Business name/disregarded entity name, if different from above.	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 26 Corporate Circle	Requester's name and address (optional)
6 City, state, and ZIP code Albany, NY 12203	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
OR								
Employer identification number								
1	4	-	1	7	1	6	4	7 0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Melissa K. Vivenzio</i>	Date <i>03/10/2025</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

NYS Vendor ID: 1000043756

Vendor Name: Carver Construction

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:							
1.	Agency/Owner Coeymans Landing Riverfront Park/ Town of Coeymans	Award Date 4/19/2022	Amount \$1,346,645.00	Date Completed 9/30/2023			
	Contact Person George McHugh	Telephone No. (518) 756-6006	Designer Architect and /or Design Engineer MJ Engineering and Land Surveying, P.C.		EIN of JV, if applicable		
	Contract No. 1079.007	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				
2.	Agency/Owner Yates Village II LLC/Pennrose, LLC	Award Date 11/5/2021	Amount \$6,806,790.97	Date Completed 3/31/2024			
	Contact Person Adam Kinkel	Telephone No. (203) 515-609#	Designer Architect and /or Design Engineer Wallace Roberts & Todd, LLC		EIN of JV, if applicable		
	Contract No. J6205132	Prime or Sub Sub	Joint Venture (JV) Name, if applicable				
3.	Agency/Owner City of Saratoga Springs	Award Date 9/7/2021	Amount \$3,113,589.24	Date Completed 11/30/2023			
	Contact Person John Campbell	Telephone No. (518) 605-3224	Designer Architect and /or Design Engineer Creighton Manning Engineering, LLP		EIN of JV, if applicable		
	Contract No. 2021-16	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				
4.	Agency/Owner NYS Rt 43 Water Improvements/ Town of North Greenbush	Award Date 3/19/2021	Amount \$3,729,281.29	Date Completed 12/20/23			
	Contact Person Edwin Droz	Telephone No. (518) 458-7112	Designer Architect and /or Design Engineer Laberge Group		EIN of JV, if applicable		
	Contract No. 2016036	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				
5.	Agency/Owner Raw Water Transmission Upgrades-Phase 1 / MVWA	Award Date 3/23/2022	Amount \$5,383,319.80	Date Completed 9/20/2024			
	Contact Person Jason Pledger	Telephone No. (315) 956-6604	Designer Architect and /or Design Engineer Ramboll Americas Engineering Solutions, Inc.		EIN of JV, if applicable		
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

NYS Vendor ID: 1000043756

Vendor Name: Carver Construction

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:							
6.	Agency/Owner Columbia Street / City of Cohoes - Dept. Of Public Works	Award Date 10/1/2021	Amount \$4,829,867.21	Date Completed 12/06/23			
	Contact Person Emily Carlson	Telephone No. (518) 250-7303	Designer Architect and /or Design Engineer Arcadis		EIN of JV, if applicable		
	Contract No. 30056290	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				
7.	Agency/Owner Scotia Glenville MHBH Trail / Town of Glenville	Award Date 8/10/2023	Amount \$802,133.09	Date Completed 5/31/2024			
	Contact Person Anthony Christian	Telephone No. (518) 446-0396	Designer Architect and /or Design Engineer Creighton Manning Engineering, LLP		EIN of JV, if applicable		
	Contract No. n/a	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				
8.	Agency/Owner City of Schenectady/Jerry Burrell Park	Award Date 12/12/2022	Amount \$1,322,888.71	Date Completed 7/19/2024			
	Contact Person Christopher Wallin	Telephone No. (518) 382-5082	Designer Architect and /or Design Engineer City of Schenectady Dept of Engineering		EIN of JV, if applicable		
	Contract No. 2022-264	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				
9.	Agency/Owner Clinton North & Barrett Street / Metroplex Development Corp.	Award Date 3/1/2023	Amount \$1,286,649.65	Date Completed 9/25/2024			
	Contact Person Christopher Dooley or Traci Sousa	Telephone No. (518) 371-0799	Designer Architect and /or Design Engineer M.J. Engineering and Land Surveying, P.C.		EIN of JV, if applicable		
	Contract No. 617.49	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				
10.	Agency/Owner Gateway Mobility Hub for CDTA	Award Date 9/6/2022	Amount \$3,328,997.52	Date Completed 04/19/2024			
	Contact Person Curtis Taylor	Telephone No. (518) 892-7726	Designer Architect and /or Design Engineer Creighton Manning Engineering, LLP		EIN of JV, if applicable		
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Carver Construction

NYS Vendor ID: 1000043756

Question 3.1: List all current uncompleted construction contracts:

						Award Date	Completion Date
1.	Agency/Owner CDTA 2024 Bus Station Infrastructure Improvements					4/24/2024	5/31/2025
	Contact Person Kevin McAlonen	Telephone No. (518) 446-0396	Designer Architect and/or Design Engineer Creighton Manning Engineering, LLP			EIN of JV, if applicable	
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				
				Total Contract Amount \$2,973,145.00	Amount Sublet to others \$1,376,488.00	Uncompleted Amount \$1,088,408.68	
2.	Agency/Owner Mountain View Meadows / C&M Holdings					Award Date 7/23/2024	Completion Date 5/31/2025
	Contact Person Michael Robertson	Telephone No. (518) 899-5243	Designer Architect and/or Design Engineer Lansing Engineering			EIN of JV, if applicable	
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				
				Total Contract Amount \$5,669,145.00	Amount Sublet to others \$0.00	Uncompleted Amount \$4,735,256.00	
3.	Agency/Owner Frankfort Water System Improvements					Award Date 11/17/2024	Completion Date 6/30/2025
	Contact Person Roy Richardson	Telephone No. (315) 457-520	Designer Architect and/or Design Engineer Barton & Logudice			EIN of JV, if applicable	
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				
				Total Contract Amount \$6,613,145.00	Amount Sublet to others \$801,182.95	Uncompleted Amount \$1,034,703.01	
4.	Agency/Owner MVWA Raw Water Transmission Phase 2					Award Date 4/1/2019	Completion Date 12/31/2025
	Contact Person Dan Faldzinski / MVWA	Telephone No. (315) 792-0301	Designer Architect and/or Design Engineer Environmental Design & Research			EIN of JV, if applicable	
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				
				Total Contract Amount \$9,434,145.00	Amount Sublet to others \$700,000.00	Uncompleted Amount \$9,434,145.00	

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Carver Construction

NYS Vendor ID: 1000043756

Question 3.1: List all current uncompleted construction contracts:

	Agency/Owner		Telephone No.	Designer Architect and /or Design Engineer	Award Date	Completion Date
5.	Replacement of CR 41 (Echer Hollow Road) Culvert				10/15/2024	7/31/2025
	Contact Person		(315) 455-2000	C&S Companies		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
	LD040438	Prime				
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount	
			\$629,145.00	\$80,000.00	\$629,145.00	
6.	Agency/Owner				Award Date	Completion Date
	Voorheesville CSD Transportation Facility Site Work				2/28/2024	4/30/2025
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Marcus Altarac		(518) 479-4000	Mosaic Associates Architects, DPC		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
	Site	Prime				
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount	
			\$5,138,883.00	\$1,198,285.00	\$933,980.53	
7.	Agency/Owner				Award Date	Completion Date
	Houghtaling Island Sand Harvesting				1/16/2024	1/28/2026
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Devon Hinds		(518) 273-0870	Dept of the Army, NY District, Corps of Engineers		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
	W912DS24C	Prime				
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount	
			\$5,641,657.72	\$0.00	\$1,812,794.41	
8.	Agency/Owner				Award Date	Completion Date
	CR 24 (Spier Falls Rd) Culvert Replacement / Saratoga County				7/26/2024	6/30/2025
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Greg Ball		(518) 885-2235	CPL Architecture		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Prime				
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount	
			\$981,145.00	\$249,978.21	\$981,145.00	

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June 11, 2025
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NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Carver Construction

NYS Vendor ID: 1000043756

Question 3.1: List all current uncompleted construction contracts:

						Award Date	Completion Date
9.	Agency/Owner Maintenance Dredging of Esopus Creek / US Army Corp of Engineers, NY District					9/13/2024	9/12/2025
	Contact Person Michael McCue	Telephone No. (917) 790-8799	Designer Architect and /or Design Engineer US Army Corp of Engineers, NY District		EIN of JV, if applicable		
	Contract No. W912DS24B0	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				
			Total Contract Amount \$2,917,901.00	Amount Sublet to others \$0.00	Uncompleted Amount \$577,279.50		
						Award Date 10/7/2024	Completion Date 12/31/2024
10.	Agency/Owner Gloversville-Johnstown Joint Wastewater Treatment Facility Emergency Slope Repal						
	Contact Person Robert Jobin	Telephone No. (518) 898-9521	Designer Architect and /or Design Engineer Greenman Pedersen Inc.		EIN of JV, if applicable		
	Contract No. PO 14081-A	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				
			Total Contract Amount \$1,032,145.00	Amount Sublet to others \$0.00	Uncompleted Amount \$485,377.76		
Grand Total All Uncompleted Contracts						\$21,712,234.89	



Carver Construction Incorporated
PO Box 890, 2170 River Rd | Coeymans, NY 12045
Phone: 518-355-6034

References

Albany Hudson Electric Trail • Christopher Cornwell, PE, GPI	Cell (518) 852-4269
City of Schenectady Emergency Work • Paul LaFond, City of Schenectady	Cell (518) 378-0835
North Ferry Street Force Main • Michael Miller, PE, CHA	Cell (518) 369-8991
NYS Office of General Services Tire Abatement • Mark Dore, PE, GPI	Cell (518) 415-0505
Upper Washington Pressure Tank • Rebecca Caldon, PE, City of Albany	Cell (518) 410-9231
TW&A Construction Management • Tom Wilson, Principal	Cell (518) 694-6785
Tempel Lane Ext • Edward Opatkiewicz, PE, GPI	Cell (518) 424-7308
EJ Prescott Inc. • Tadd Beatie	Cell (518) 242-6115
Siena Fence Co. Inc. • Jeremy Lawrence	Cell (518) 509-3802
Stilsing Electric Inc. • Mike Stilsing	Cell (518) 376-0863
Zehr's Flowers and Landscaping • Jory Proulx	Office (315) 376-3086
Key Bank • 66 South Pearl Street, Albany	Office (518) 257-8415



Carver Construction, Inc.

PO Box 890
2170 River Road
Coeymans, NY 12045
(518) 355-6034 phone
AP: construction-ap@carvercompanies.com

Credit Reference Sheet

In Business since: 01/26/1989
Nature of Business: Construction

Tax ID #: 14-1716470
Duns #: 833117661

Officer:

Carver Laraway (President) 2170 River Road, Coeymans, NY 12045 (518) 355-6034

Surety Reference:

Berkley Insurance Company, 60 E. 42nd St., Ste 1800, New York, NY 10165
Contact: Marshall Sterling Upstate, Inc. (Bond Manager) Andrea Carpenter
25 Mohawk Ave., Scotia, NY 12302 email: acarpenter@marshallsterling.com
Phone: (518) 384-1100 EXT. 1376

Bank Reference:

Key Bank, 66 South Pearl St., Albany, NY 12207, (518) 257-8415 phone, (866) 573-0101 fax
Contact: Joe Bucciero email: Joe_Bucciero@keybank.com Account #329681366871

Suppliers References:

Core & Main, 1830 Craig Park Court, St. Louis, MO, 63146 (314) 995-9117
fax: (314) 432-8481 jaclyn.hailstone@coreandmain.com Account #203779

Everett J. Prescott, Inc., 198 Ushers Road, Round Lake, NY 12151 (518) 877-6737
fax: (518) 877-6740 helena.stewart@ejprescott.com Account #18336

JC Smith, Inc., 345 Peat St., Syracuse, NY 13210 (315) 428-9903
fax: (315) 428-9841 churley@jcsmithinc.com Account #003397

FW Webb Company, 106 Middlesex Turnpike, Bedford, MA 01730 (518) 472-9322
fax: (518) 472-9399 victoria.carrk@fwwebb.com Account #108463

www.carvercompanies.com

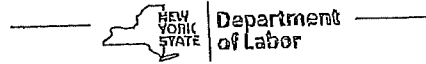
Carver Construction, Inc.

Equipment List - Large Equipment

Equip #	Make	Model	Description	Year	Condition
206	John Deere	544H	4-Wd Articulated Wheel Loader	2003	Fair
248	Kawasaki	7027	4-Wd Articulated Wheel Loader	2015	Good
249	Kawasaki	952V-2	4-Wd Articulated Wheel Loader	2002	Fair
263	Caterpillar	906M	4-Wd Articulated Wheel Loader	2018	Good
284	Caterpillar	930M	4-Wd Articulated Wheel Loader	2017	Good
287	Caterpillar	938M	4-Wd Articulated Wheel Loader	2020	Excellent
293	Caterpillar	930M	4-Wd Articulated Wheel Loader	2018	Good
23001	Caterpillar	930M	4-Wd Articulated Wheel Loader	2022	Excellent
26012	Bobcat	WS24	Wheel Saw attachment for Loader	2022	Excellent
329	Caterpillar	735B	Haul Truck	2014	Good
330	Caterpillar	735B	Haul Truck	2014	Good
355	Caterpillar	730	Haul Truck	2019	Excellent
365	Caterpillar	730C2	Haul Truck	2019	Excellent
525	John Deere	80C	Crawler Mounted Hydraulic Excavator	2005	Fair
535	Link Belt	135	Crawler Mounted Hydraulic Excavator	2008	Fair
539	Link Belt	350 X3	Crawler Mounted Hydraulic Excavator	2011	Good
546	Caterpillar	336E	Crawler Mounted Hydraulic Excavator	2012	Good
549	Caterpillar	328DLCR	Crawler Mounted Hydraulic Excavator	2014	Good
550	Caterpillar	336F	Crawler Mounted Hydraulic Excavator	2015	Good
552	Link Belt	235MSR	Crawler Mounted Hydraulic Excavator	2015	Good
555	Caterpillar	336F	Crawler Mounted Hydraulic Excavator	2015	Good
564	Link Belt	145x3	Crawler Mounted Hydraulic Excavator	2016	Good
576	John Deere	250G LC	Crawler Mounted Hydraulic Excavator	2012	Good
580	Kobelco	SK140	Crawler Mounted Hydraulic Excavator	2019	Excellent
585	Caterpillar	M31SF	Wheel Mounted Hydraulic Excavator	2020	Excellent
590	John Deere	50G	Crawler Mounted Hydraulic Excavator	2020	Excellent
591	Caterpillar	349FL	Crawler Mounted Hydraulic Excavator	2019	Excellent
597	John Deere	85G	Crawler Mounted Hydraulic Excavator	2018	Excellent
598	John Deere	210G LC	Crawler Mounted Hydraulic Excavator	2017	Excellent
5004	Caterpillar	335	Crawler Mounted Hydraulic Excavator	2022	Excellent
5005	John Deere	75G	Crawler Mounted Hydraulic Excavator	2022	Excellent
615	John Deere	700J LT	Standard Crawler Dozer	2012	Good
622	Caterpillar	D5K2 LGP	Lgp Crawler Dozer w/ GPS	2019	Excellent
623	John Deere	650K	Lgp Crawler Dozer	2016	Good
626	Caterpillar	D6K LGP	Lgp Crawler Dozer	2020	Excellent
630	John Deere	700K LGP	Lgp Crawler Dozer	2022	Excellent
631	Caterpillar	D6K LGP	Lgp Crawler Dozer	2023	Excellent
703	John Deere	410L	Tractor-Loader-Backhoe	2017	Excellent
704	John Deere	310SL	Tractor-Loader-Backhoe	2015	Good
1119	Bomag	BW-156DH-3	Roller	2012	Good
1133	Caterpillar	CB36B	Roller	2016	Good
1136	Weller	P385B	Paver	2022	Excellent
1137	VT Leeboy	150/250	Tack Coat Tub	2020	Excellent
1139	Dynapac	CC4200	Double Drum Roller	2018	Excellent
1257	JLG	600S	Telescopic Manlift	2006	Fair
2207	Bandit		Chipper	2020	Excellent
2548	New Holland	C245	Compact Track Loader	2019	Excellent
2553	New Holland	C245	Compact Track Loader	2020	Excellent
2556	Caterpillar	262D	Skid Steer Loader	2016	Good
2572	Caterpillar	299D3	Compact Track Loader	2023	Excellent

(also have attachments, generators, compressors, lights, pressure washers, small tools, pumps, etc.)
 And many more Trucks, trailers, haul trucks, loaders, excavators, dozers, backhoes, lifts, cranes,
 conveyors, welders, graders, skid steers, tractors, sweeper trucks, sweeper attachments, & milling attachments

WE ARE YOUR DOL



Kathy Hochul, Governor
Roberta Reardon, Commissioner

Apprenticeship Training Central Office
New York State Department of Labor
W. Averell Harriman State Office Campus
Building 12, Room 450, Albany, NY 12226
ATCO@labor.ny.gov

March 21, 2024

Dear Thomas Marron:

I am writing in response to your email dated March 21, 2024 requesting verification of a NYS DOL approved apprenticeship program.

Our records indicate that Carver Construction Inc. (Skilled Construction Craft Laborer and Operating Engineer-Heavy Equipment programs) have an approved Apprenticeship program with the State of New York.

Please be advised that our revised regulations Part 601.8(d) requires sponsors to submit lists of signatory contractors at time of program application (for new programs) and at time of program recertification (for existing programs). A list of NYSDOL Registered Apprenticeship Programs may be found at the following web address: <https://dol.ny.gov/list-active-sponsors>

Thank you,

Apprenticeship Training Central Office



New York State VendRep System Vendor Responsibility For-Profit Construction (CCA-2) Form

CERTIFICATION:

The undersigned recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York's contracting entities in making a responsibility determination regarding an award of a contract or approval of a subcontract; acknowledges that the State, or its contracting entities, may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; and acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 175.35 or a misdemeanor under Penal Law Section 175.30 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of their knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the state's contracting entities or the Office of the State Comptroller prior to the award and/or approval of a contract, or during the term of the contract.

Reminder:

When filing the vendor responsibility questionnaire online via this System, the Business Entity must indicate to each bid/proposal submitted to a contracting entity that the required questionnaire has been electronically filed.

Also note that the VendRep System Timeliness Standard requires a Business Entity filing a questionnaire via the VendRep System to update and certify their questionnaire within six months prior to the bid/proposal due date or other contracting entity defined due date.

Legal Business Name: CARVER CONSTRUCTION INC
Certifier's Name: Nick Lamway
Certifier's Title: COO
Certification Date: Oct 1, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marshall & Sterling Upstate, Inc.
25 Mohawk Avenue

CONTACT NAME: Kara Epperson
PHONE (A/C, No, Ext): (518) 384-1100 FAX (A/C, No): (518) 384-0193
E-MAIL: kepperson@marshallsterling.com
ADDRESS:

Scotia NY 12302

INSURED
Carver Construction, Inc.
2170 River Road
P.O. Box 890
Coeymans NY 12045

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Technology Insurance Company	42376
INSURER B: Wesco Insurance Company	25011
INSURER C: Great Divide Insurance Company	25224
INSURER D: Colony Specialty Insurance Company	36927
INSURER E: Merchants Mutual Insurance Company	23329
INSURER F: Pennsylvania Manufacturers Indemnity	12262

COVERAGES

CERTIFICATE NUMBER: CL2492772737

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY		TPP107286509	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☒ Deductible: \$1,000					MED EXP (Any one person) \$ 10,000
C	GEN'L AGGREGATE LIMIT APPLIES PER:		CPL203597612	10/1/2024	10/1/2025	PERSONAL & ADV INJURY \$ 1,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC					GENERAL AGGREGATE \$ 2,000,000
	OTHER: Contractors Pollution					PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY		WFF182513905	10/1/2024	10/1/2025	POLLUTION LIABILITY LIMITS \$3M Occur/5M Aggr
	☒ ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS					BODILY INJURY (Per person) \$
III	☒ UMBRELLA LIAB ☒ OCCUR		CUF203597612	10/1/2024	10/1/2025	BODILY INJURY (Per accident) \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE					PROPERTY DAMAGE (Per accident) \$
	DED RETENTION \$ 10,000					PIP-Additional \$ 150,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WFC3746525 (incl USL&H)	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 5,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N/A				AGGREGATE \$ 5,000,000
						☒ PER STATUTE ☐ OTH-ER
F	Excess Liability (2nd Layer)		34542902	10/1/2024	10/1/2025	E.L. EACH ACCIDENT \$ 1,000,000
	Inland Marine					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D			IN2555224	10/1/2024	10/1/2025	Each Occurrence \$5,000,000
						Single Conveyance \$500,000 Deduct/10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeanne Maloy/DWOOD

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February 4, 2025

Carver Construction, Inc.
c/o Carver Companies
2170 River Road, P.O. Box 890
Coeymans, NY 12045

RE: Worker's Compensation Experience Modification Rating

To Whom It May Concern:

Marshall + Sterling Upstate, Inc., is the insurance agent for Carver Construction, Inc. Please allow this letter to serve as confirmation of their Worker's Compensation Experience Modification Rate (EMR) for the following years:

Rating Effective Date	Experience Modification Rate
10/1/2024-2025	.91
10/1/2023-2024	1.11
10/1/2022-2023	1.03

Should you need any additional information, please do not hesitate to contact the Office.

Sincerely,

Debbie Wood

Debbie Wood
Assistant Client Services Specialist
Marshall + Sterling Upstate Inc.
25 Mohawk Avenue
Scotia, N.Y. 12302
dwood@marshallsterling.com



2170 River Road, Coeymans, New York 12045
T: (518) 355-6034

Equal Employment Opportunity Policy

Carver Companies is committed to providing a non-discriminatory employment environment for its employees.

The policy of Carver Companies is to fully comply with applicable federal, state and local laws, rules and regulations, in the area of non-discrimination in employment. Discrimination against employees and applicants due to race, color, religion, sex, national origin, disability, age, military and veteran status is prohibited. Sexual Harassment is also prohibited. Violations of this policy will be subject to discipline, up to and including termination.

Equal employment opportunity and non-discriminatory commitments include but are not limited to the areas of hiring, promotion, demotion, transfer, recruitment, discipline, layoff, termination, compensation rate, and any company sponsored training.

All employees are expected to comply with this Equal Employment Opportunity Policy. Managers and supervisors who are responsible for meeting business objectives are expected to cooperate fully in meeting Carver Companies equal employment opportunity objectives.

Any employee who believes he or she has been discriminated against must immediately report any incident to the company's designated EEO Officer.

The company will not tolerate retaliation against any employee who reports acts of discrimination or provides information in connection with any such complaint.

If you have any questions regarding this policy, please contact Sybil Laraway, Human Resources Officer and designated EEO Officer for Carver Companies, at 518-355-6034, or by email slaraway@carvercompanies.com

A handwritten signature in black ink, appearing to read "Sybil Laraway".

Sybil Laraway, PHR, SHRM-CP

Human Resources Officer

Companies

slaraway@carvercompanies.com

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

BID FOR: Curry Road (Route 7) Reconstruction, Between Altamont Avenue and DeForest Street
 DATE OF TB MTG. & RESOLUTION #: 5/14/25 Res #181.25
 DATE BID PACKETS BECOME AVAILABLE: 5/15/25

DATE PUBLISHED IN NEWSPAPER: 5/16/25
 DATE & TIME BIDS TO BE OPENED: 6/2/25 @11:00am

# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	Contract #s	BID Amount	Comments
1	6/2/2025 @ 10:19am	GB	Peter Luzzi & Bros. Contracting, Inc	857 1st Street Watervliet, NY 12189	Rick Yarter	(518)482-8954		\$215,135.00	
2	6/2/2025 @ 10:24am	DM	Carver Construction, Inc estimating@carvercompanies.com	26 Corporate Circle Albany, NY 12203	Tim Zukas	(518)728-8283		\$173,174.00	
3	6/2/2025 @ 10:45am	DM	James Maloy Inc ssprague@jhmalo.com	P.O. Box 11016 Loudonville, NY 12211	Steve Sprague	(518)438-7881		\$394,000.00	

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 10, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 281.25

TO NEGOTIATE AND EXECUTE CHANGE ORDER NO. 1 TO AN EXISTING AGREEMENT WITH CARVER CONSTRUCTION FOR THE CURRY ROAD (ROUTE 7) RECONSTRUCTION, BETWEEN ALTAMONT AVENUE AND DEFOREST STREET PROJECT

THEREFORE, UPON MOTION OF Councilmember DODSON, seconded by Councilmember GALLUCCI,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute Change Order No. 1 to an existing agreement with Carver Construction, located at 26 Corporate Circle, Albany, NY 12203, for additional material costs to the Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street, in an amount not to exceed two thousand nine hundred seventy and 00/100 (\$2,970.00) dollars, for a new total agreement amount not to exceed one hundred seventy six thousand one hundred forty four and 00/100 (\$176,144.00) dollars.

SECTION 2. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: August 26, 2025

TO: Supervisor Collins and Town Board

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

TITLE OF REQUEST: Curry Road Reconstruction Change Order

TOWN BOARD MEETING: September 10, 2025

Background Information:

Carver Construction Completed the pavement reconstruction on Curry Road at the location of a previous water main break. The agreement between Carver and the Town was based upon quantities of installed materials. There were some materials installed that were above and below the estimated quantities. The end result is a cost increase of \$2,970.00.

Evaluation/Analysis:

The additional cost is based upon the bid price for each pay item and the quantities of materials that were actually installed.

Recommendation(s):

I recommend that the Town approve the change order amount, which is \$2,970.00

Attachment/Document(s):

Attached is the summary of all bid items and the change order amount.

Compliance with Purchasing Policy:

Yes

Effect(s) on Existing Law(s):

None

LEGISLATION WILL BE PREPARED BY: Supervisors Office



CHANGE ORDER REQUEST

PROJECT NAME: Curry Road Reconstruction
CLIENT: Town of Rotterdam
PROJECT ADDRESS: 1926 Curry Rd, Schenectady, NY 12303

COR TITLE: Overrun Quantities
COR NO.:001

Carver Construction has requested a Change Order for the following described services:

COR DETAILS

COR Proposal Initiation Date: 07/01/25

COR Type: Quantity Overrun

Source:

COR Description: Estimated quantities differed from field measured quantities.

Amount requested for Change Order is \$2,970.00.

ATTACHED EXHIBITS

ALA DOCUMENT G703

ALL DOCUMENT G703

APPLICATION NUMBER:
PERIOD TO:
APPLICATION DATE:
PROJECT NO.
PAGE

07/31/25
08/02/25
0125-018
2

change order-
amount

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, September 24, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 296.25

TO AUTHORIZE A FINAL PAYMENT AND RELEASE OF RETAINAGE TO CARVER CONSTRUCTION, INC.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute all documents for the release of retainage and issue final payment to Carver Construction, Inc., 26 Corporate Circle, Albany, NY 12303, for the Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street Project, in the total amount, not to exceed eight thousand eight hundred seven and 20/100. (\$8,807.20) dollars.

SECTION 2. This resolution shall become effective September 24, 2025.

DATED: September 24, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 24, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

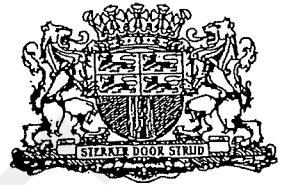
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 29, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: September 9, 2025

TO: Mollie Collins – Town Supervisor

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

TITLE OF REQUEST: Authorize Release of Retainage for Curry Road Reconstruction.

TOWN BOARD MEETING: September 24, 2025

Background Information: Carver Construction, Inc. is the contractor for Curry Road Reconstruction.

Evaluation/Analysis: Project is complete. Final payment needs to be authorized by the Town Board in order to issue final payment to the contractor.

Recommendation(s): Authorize the Supervisor and/or Town Comptroller to execute all documents necessary to release final payment to Carver Construction, Inc., 26 Corporate Circle, Albany, NY 12303

Attachment/Document(s): Payment App #2 in the amount of \$8,807.20.

Compliance with Purchasing Policy:

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

LEGISLATION WILL BE PREPARED BY:

September 24, 2025

Page 27
October 8, 2025

Page 243
October 23, 2025

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TO: Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, NY 12306

PROJECT: Curry Road Reconstruction

APPLICATION NO.: 2
PERIOD TO: 8/31/2025

APPLICATION DATE: 9/9/2025

PAGE 1
OF 3

FROM: Carver Construction, Inc.
26 Corporate Circle
Albany, NY 12303

ENGINEER: FCM Engineering, PLLC

PROJECT NO: 0125-016
CONTRACT DATE: 6/13/2025

APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the (Sub)Contract. Continuation Sheet(s) is attached.

1. ORIGINAL (SUB)CONTRACT SUM 173,174.00
2. Net change by Change Orders 2,970.00
3. CONTRACT SUM TO DATE 178,144.00
(Line 1 + 2)
4. TOTAL COMPLETED AND STORED TO DATE 176,144.00
(Column G on Continuation Sheet)
5. RETAINAGE
a. 0.0% of Completed Work
(Column D + E on Continuation Sheet)
b. 0.0% of Stored Material
(Column F on Continuation Sheet)
6. TOTAL EARNED LESS RETAINAGE 176,144.00
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT 167,336.80
(Line 8 from prior Certificate)
8. PAYMENT DUE FOR CURRENT PERIOD 8,807.20
(Line 6 minus Line 7)
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)

The undersigned certifies that to the best of his/her knowledge, information and belief the work covered by this Application has been completed in accordance with the Contract Documents, that all amounts have been paid by the (Sub)Contractor for Work for which previous Certificates for Payment were issued and payments received, and that current payment shown herein is now due.

CONTRACTOR

By: Tim Zeller

Date: 09/09/25

State of: New York County of: Albany

Subscribed and sworn to before me this 9th

day of September, 2025

Notary Public:

Melissa K. Vivenzio

MELISSA K. VIVENZIO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01VI6092777
Qualified in Albany County
Commission Expires May 27, 2027

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, I certify that to the best of my knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the (Sub)Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

By: Mollie A. Collins

Date: 9/26/2025

September 24, 2025
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CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	
Total approved in prior months			
Total approved this month			
Totals	-	-	
Net changes by Change Order			2,970.00

AIA DOCUMENT G703

AIA DOCUMENT G703

APPLICATION NUMBER: 2
PERIOD TO: 08/31/25
APPLICATION DATE: 09/09/25
PROJECT NO. 0125-018
PAGE 2

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AIA DOCUMENT G703

AIA DOCUMENT G703

APPLICATION NUMBER:
PERIOD TO:
APPLICATION DATE:
PROJECT NO.
PAGE

2
08/31/25
09/09/25
0125-018
8.

[illegible]

October 8, 2025
October 22, 2025
Page 246
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RESOLUTION NO. 323.25

ACCEPTING TOWN BOARD MEETING MINUTES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____, **NOW**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of October 8, 2025, Town Board meeting as attached.

SECTION 2. This resolution shall become effective October 22, 2025.

DATED: October 22, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: October 14, 2025

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from October 8, 2025, Town Board Meeting.

TO BE PLACED ON TOWN BOARD AGENDA OF: October 22, 2025

TO BE PLACED ON TOWN BOARD MEETING OF: October 22, 2025

Background Information: Attached. To adopt the meeting minutes of the October 8, 2025, Town Board Meeting.

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of October 22, 2025.

Attachment/Document(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Town Clerk Diane M. Marco

TOWN OF ROTTERDAM

DIANE M. MARCO

Town Clerk

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

October 10, 2025

Certified Resolutions: #310.25-#322.25 for the year 2025 was duly adopted at the Town Board Meeting held at the J.F. Kirvin Government Center, 1100 Sunrise Boulevard Rotterdam, New York, 12306 that was held Wednesday, October 8, 2025. The Town Board Agenda Meeting started at approximately 6:42 p.m. The agenda meeting was adjourned at approximately 6:55 p.m. All agreed to adjourn the agenda meeting. Motion #20 was made by Councilmember Gallucci and seconded by Councilmember Mastroianni. Motion #21 was made by Councilmember Dodson and seconded by Councilmember Mastroianni. The Town Board meeting began at approximately 7:00 p.m. and exited the Town Board Meeting for executive session at 7:02 p.m. and reentered the Town Board Meeting at 8:21 p.m. The Town Board Meeting was adjourned at approximately 8:45 p.m. by Councilmember Dodson and seconded by Councilmember Schlag All agreed to adjourn the Town Board Meeting.

All Councilmembers were Present

Diane M. Marco

Diane M. Marco, Town Clerk

MEETING OF THE ROTTERDAM TOWN BOARD

October 8, 2025

7:00 PM

Agenda Review 6:30 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

PROCLAMATIONS

EXECUTIVE SESSION

- Personnel matter regarding employee number 10082025a and 10082025b

PRESENTATIONS

PUBLIC HEARING

1. To recognize the introduction of Introductory Local Law No. __ of 2025; To establish a six (6) month moratorium prohibiting Battery Energy Storage System installations within the Town of Rotterdam. Pg. 3 **PUBLIC HEARING CLOSED**

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS: RESOLUTIONS

MOTIONS

20.25 I make a motion to add Resolution 322.25 to the agenda.

21.25 I make a motion to go into executive session.

RESOLUTIONS

310.25 Accepting Town Board Meeting Minutes. Pg. 11

311.25 To accept revenue for Town Clerk's office for September 2025. Pg. 47

312.25 To authorize the Supervisor to execute and sign a memorandum of agreement with the Rotterdam Patrolmen's Benevolent Association Inc. (PBA). Pg. 53

313.25 To determine that the proposed Town of Rotterdam Curry Road Water Main Replacement Project is an unlisted action and will not have a significant adverse impact on the environment. Pg. 55

314.25 To recognize the introduction of Introductory Local Law ____ of 2025; To amend Chapter 270, Zoning, of the town code, relating to a Change of Zone request on two (2) parcels comprising ±98.29-acres from Agriculture (A-1) to Planned Residential Development (PRD) Overlay located at 595 Currybush Road and refer to the Planning Commission for report and recommendation. Pg. 73

315.25 To accept and award bid for Rotterdam Senior Center Stairway Rehabilitation. Pg. 106

316.25 To accept and award bid for Repairs of the Angers Avenue, Bernard Street and Hamburg Street Water Tanks. Pg. 128

317.25 To call for public hearing authorizing the Comptroller to appropriate reserve funds. Pg. 199

318.25 To Enact Local Law No. 7 of 2025; To repeal Chapter 247 Streets and Sidewalks sections §247-4 through §247-14 and adopt the new Chapter 247 sections §247-4 through §247-14 of the code of the Town of Rotterdam. Pg. 247

319.25 To purchase and install a generator for the Helderberg Meadows Pump Station. Pg. 262

320.25 To negotiate and execute Amendment No. 1 to an existing agreement with Barton & Logudice for Hazardous Materials Consulting Services for the Rotterdam Police Courts Project – 369 Duaneburg Road. Pg. 275

321.25 To schedule a budget workshop session for the 2026 tentative budget. Pg. 286

322.25 To Enact introductory Local Law No.8 of 2025: To establish a six (6) month moratorium prohibiting battery energy storage system installations within the Town of Rotterdam.

**LIAISON REPORTS
MISCELLANEOUS
ADJOURNMENT**

Mollie A. Collins, Supervisor

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 8, 2025, at 7:00 p.m., the following Motion was duly adopted:

MOTION 20.25

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to add Resolution #322.25 to the agenda.

DATED: October 8, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed to add Resolution #322.25 to the agenda and by the Town Board of the Town of Rotterdam on October 8, 2025 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 10, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 8, 2025, at 7:00 p.m., the following Motion was duly adopted:

MOTION 21.25

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

DATED: October 8, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed to go into executive session by the Town Board of the Town of Rotterdam on October 8, 2025 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 10, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 8, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 310.25

ACCEPTING TOWN BOARD MEETING MINUTES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the September 24, 2025, Town Board meeting as attached.

SECTION 2. This resolution shall become effective October 8, 2025.

DATED: October 8, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on October 8, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 10, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 8, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 311.25

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for the month of September 2025 has been placed on file and the Town Clerk's check in the amount of five thousand three hundred seventy dollars and 15/100 (\$5,370.15) has been submitted to the Supervisor for deposit.

SECTION 2. This resolution shall become effective October 8, 2025.

DATED: October 8, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on October 8, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 10, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 8, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 312.25

TO AUTHORIZE THE SUPERVISOR TO EXECUTE AND SIGN A MEMORANDUM OF AGREEMENT WITH THE ROTTERDAM PATROLMEN'S BENEVOLENT ASSOCIATION INC. (PBA)

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

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute and sign a memorandum of agreement between the Town of Rotterdam and the Rotterdam Patrolmen's Benevolent Association Inc. one year rollover contract.

SECTION 2. This resolution shall become effective October 8, 2025.
DATED: October 8, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on October 8, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 10, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 8, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 313.25

TO DETERMINE THAT THE PROPOSED TOWN OF ROTTERDAM CURRY ROAD WATER MAIN REPLACEMENT PROJECT IS AN UNLISTED ACTION AND WILL NOT HAVE A SIGNIFICANT ADVERSE IMPACT ON THE ENVIRONMENT

WHEREAS, The Town of Rotterdam (Town) is proposing the Town of Rotterdam Curry Road Water Main Replacement Project (Project), located in the Town of Rotterdam, Schenectady County, New York; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, as amended, the New York State Environmental Quality Review Act (“SEQRA”) and the implementing regulations at 6 NYCRR Part 617 (the “Regulations”), the Town of Rotterdam Town Board desires to comply with SEQRA and the Regulations; and

WHEREAS, the Project has been classified as an “Unlisted Action” as defined by the State Environmental Quality Review Act (SEQRA) in 6 NYCRR Part 617.2; and

WHEREAS, the Town of Rotterdam Town Board sent a letter and Part 1 of a Full Environmental Assessment Form (FEAF) to other potentially “Interested Agencies” and “Involved Agencies” (as these terms are defined in the SEQRA Regulations found at 6 NYCRR Part 617.2), indicating the Town of Rotterdam Town Board’s desire to serve as the “Lead Agency” (as this quoted term is defined in the SEQRA Regulations) and to complete a coordinated review of the Project (in accordance with 6 NYCRR Part 617.6); and

WHEREAS, responses from Interested and Involved Agencies were requested, and each of the potentially Interested and Involved Agencies has agreed to, or raised no objections to, the Town of Rotterdam Town Board serving as Lead Agency for the Project; and

WHEREAS, pursuant to the SEQRA Regulations, the Town of Rotterdam Town Board has considered the significance of the potential environmental impacts of the Project by (a) using the criteria specified in Section 617.7 of the SEQRA Regulations, and (b) examining the FEAF for the Project, including the facts and conclusions in Parts 1, 2 and 3 of the FEAF, together with other available supporting information, to identify the relevant areas of environmental concern; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town of Rotterdam Town Board hereby establishes itself as Lead Agency for the Curry Road Water Main Replacement Project.

SECTION 2. Based upon an examination of the FEAF and other available supporting information, and considering both the magnitude and importance of each relevant area of environmental concern, and based further upon the Town of Rotterdam Town Board's knowledge of the area surrounding the Project, the Town of Rotterdam Town Board makes the determination that the Project will not have a significant adverse environmental impact and that the Project will not require the preparation of a Draft Environmental Impact Statement; and

SECTION 3. As a consequence of such findings and declaration, and in compliance with the requirements of SEQRA, the Town of Rotterdam Town Board, as Lead Agency, hereby directs the Town of Rotterdam Supervisor to sign the FEAF Part 3 – Determination of Significance indicating that the project will not result in one or more potentially large or significant adverse impacts (negative declaration).

SECTION 4. This resolution shall become effective October 8, 2025.

DATED: October 8, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on October 8, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 10, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 8, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 314.25

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW ____ OF 2025; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE REQUEST ON TWO (2) PARCELS COMPRISING ±98.29-ACRES FROM AGRICULTURE (A-1) TO PLANNED RESIDENTIAL DEVELOPMENT (PRD) OVERLAY LOCATED AT 595 CURRYBUSH ROAD AND REFER TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION

WHEREAS, The Town has received an application for a Change of Zone request on two (2) parcels of property comprising ±98.29-acres from Agriculture (A-1) to Planned Residential Development (PRD) Overlay for the potential construction of up to fifteen (15) single family residential building lots located on the property known as 595 Currybush Road and is known as Tax Map Numbers 47.-7-8.1 and 47.-7-8.2; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the introduction of Introductory Local Law No. ____ of 2025; To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request on two (2) parcels of property comprising ±98.29-acres from Agriculture (A-1) to Planned Residential Development (PRD) Overlay for the potential construction of up to fifteen (15) single family residential building lots located on the property known as 595 Currybush Road and is known as Tax Map Numbers 47.-7-8.1 and 47.-7-8.2.

SECTION 2. The Town Board hereby refers this Introductory Local Law No. ____ of 2025 to the Planning Commission of the Town of Rotterdam for report and recommendation thereon.

SECTION 3. This resolution shall become effective October 8, 2025.

DATED: October 8, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on October 8, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 10, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 8, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 315.25

TO ACCEPT AND AWARD BID FOR ROTTERDAM SENIOR CENTER STAIRWAY REHABILITATION

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

ROTTERDAM SENIOR CENTER STAIRWAY REHABILITATION

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid for Rotterdam Senior Center Stairway Rehabilitation to Jiwan Construction, located at 9513 Lefferts Blvd South Richmond Hill, Queens NY 11419, at the mutual consent of both the Town and Jiwan Construction in the amount not to exceed nineteen thousand nine hundred twenty and 00/100 (\$19,920.00) dollars.

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

SECTION 3. This resolution shall become effective October 8, 2025.

DATED: October 8, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on October 8, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 10, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 8, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 316.25

**TO ACCEPT AND AWARD BID FOR REPAIRS OF THE ANGERS AVENUE,
BERNARD STREET AND HAMBURG STREET WATER TANKS**

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

**REPAIRS OF THE ANGERS AVENUE, BERNARD STREET AND HAMBURG
STREET WATER TANKS**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid for Repairs of the Angers Avenue, Bernard Street and Hamburg Street Water Tanks to Utility Service Company Inc., located at 535 Courtney Hodges Blvd., Perry, Ga 31069, at the mutual consent of both the Town and Utility Service Company Inc., in the amount not to exceed seventy seven thousand and 00/100 (\$77,000.00) dollars.

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

SECTION 3. This resolution shall become effective October 8, 2025.

DATED: October 8, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on October 8, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 10, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 8, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 317.25

**TO CALL FOR PUBLIC HEARING AUTHORIZING THE COMPTROLLER TO
APPROPRIATE RESERVE FUNDS**

WHEREAS, the Town of Rotterdam has recently completed the Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street Project, a project that was awarded to Carver Construction Inc., with the remaining balance due at this time; **NOW**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby calls for a public hearing to be held on October 22, 2025, at 7:00 P.M, located at the John F. Kirvin Government Center, 1100 Sunrise Boulevard Rotterdam, New York, to hear all interested persons regarding the authorization of appropriating Reserve Funds for the Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street Project.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Town Clerk to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 22nd day of October 2025 for the following purpose:

For consideration and authorization to appropriate \$176,144.00 from the Repair Reserve within the Water 5 fund for costs associated with Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street Project in order to avoid a deficit within the Water 5 fund for 2025.

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

DATED: October 8, 2025

Daily Gazette: Please publish once on October 10, 2025

Town Clerk

Post

SECTION 3. This resolution shall become effective October 8, 2025.

DATED: October 8, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on October 8, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 10, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 8, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 318.25

TO ENACT LOCAL LAW NO. 7 OF 2025; TO REPEAL CHAPTER 247 STREETS AND SIDEWALKS SECTIONS §247-4 THROUGH §247-14 AND ADOPT THE NEW CHAPTER 247 SECTIONS §247-4 THROUGH §247-14 OF THE CODE OF THE TOWN OF ROTTERDAM

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 7 of 2025.

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

SECTION 3. This resolution shall become effective October 8, 2025.

DATED: October 8, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on October 8, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 10, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 8, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 319.25

TO PURCHASE AND INSTALL A GENERATOR FOR THE HELDERBERG MEADOWS PUMP STATION

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with B&D Industries, located at 65 Washington Street, Rensselaer, New York 12144, to purchase a Generac Generator for the Helderberg Meadows pump station located at Steeple Way, in the amount not to exceed twenty-three thousand two hundred and 00/100 (\$23,200.00) dollars.

SECTION 2. This resolution shall become effective October 8, 2025.

DATED: October 8, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on October 8, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 10, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 8, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 320.25
TO NEGOTIATE AND EXECUTE AMENDMENT NO. 1 TO AN EXISTING
AGREEMENT WITH BARTON & LOGUDICE FOR HAZARDOUS MATERIALS
CONSULTING SERVICES FOR THE ROTTERDAM POLICE COURTS PROJECT –
369 DUANESBURG ROAD

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute Amendment No. 1 to an existing agreement with Barton & Loguidice, located at 10 Airline Drive, Suite 200, Albany, New York 12205, for additional administrative and subconsultant services to the Hazardous Materials Consulting Services project located at 369 Duanesburg Road, Rotterdam, New York, in an amount not to exceed seventeen thousand nine hundred and 00/100 (\$17,900.00) dollars, for a new total agreement amount not to exceed twenty eight thousand four hundred and 00/100 (\$28,400.00) dollars.

SECTION 2. This resolution shall become effective October 8, 2025.

DATED: October 8, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on October 8, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 10, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 8, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 321.25

TO SCHEDULE A BUDGET WORKSHOP SESSION FOR THE 2026 TENTATIVE BUDGET

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby schedules a special meeting as set forth below for purposes of conducting a budget workshop in connection with the 2026 tentative budget, and for any other business which may come before the Town Board:

Date	Time	Location
Thursday, October 16, 2025	5:30 PM	Rotterdam Town Hall, 2 nd Floor Board Room, 1100 Sunrise Boulevard, Rotterdam, NY 12306

SECTION 2. The Town Clerk of the Town of Rotterdam is hereby directed to transmit to the news media, to post on the Town website, to post on the Town Clerk signboard, and to provide written notice to each member of the Town Board not less than 2 days prior to the date designated above for such special meetings, the following notice of special meeting:

**TOWN OF ROTTERDAM
NOTICE OF SPECIAL MEETINGS**

PLEASE TAKE NOTICE, that the Town Board of the Town of Rotterdam will hold a special meeting at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306, on the following date and time, for purposes of conducting a budget workshop in connection with the 2026 tentative budget:

Thursday October 16, 2025 – @ 5:30 PM

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

DATED: October 8, 2025

Town Clerk: Post, Transmit to News Media, Provide Written Notice to Councilmembers

SECTION 3. This resolution shall become effective October 8, 2025.

DATED: October 8, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on October 8, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 10, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 8, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 322.25

TO ENACT INTRODUCTORY LOCAL LAW NO. 8 OF 2025; TO ESTABLISH A SIX (6) MONTH MORATORIUM PROHIBITING BATTERY ENERGY STORAGE SYSTEM INSTALLATIONS WITHIN THE TOWN OF ROTTERDAM

WHEREAS, the Town of Rotterdam has tasked the Energy Advisory Committee and Planning Commission to review, amend, and make recommendations to the Town Battery Energy Storage System code and local laws regulating the same; and

WHEREAS, the Energy Advisory Committee has focused primarily on reviewing, amending, and making recommendations regarding Battery Energy Storage System installations, and

WHEREAS, upon the recommendation of the Energy Advisory Committee, and as the Town of Rotterdam is committed to protecting the health, safety, and well-being of its residents and first responders through responsible siting, pre-incident planning and education, continuing education and training, adequate protection and equipment, and the implementation of best practices to reduce potential hazards; and

WHEREAS, a public hearing was held on October 8, 2025, at the John F. Kirvin Government Center, Town Hall, 100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 PM for the following purpose: For the enactment of Introductory Local Law No. 8 of 2025 relating to establishing a six (6) month moratorium on Battery Energy Storage Systems; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enact Introductory Local Law No. 8 of 2025.

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

SECTION 3. This resolution shall become effective October 8, 2025.

DATED: October 8, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on October 8, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 10, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 324.25

TO SCHEDULE A SPECIAL MEETING OF THE TOWN BOARD

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 schedules a special meeting of the Town Board of the Town of Rotterdam, to be held Wednesday, November 5, 2025, at 7:00 p.m., at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 for the purpose of holding a Public Hearing of the 2026 Preliminary Budget, and for any other purpose as may come before the Town Board.

SECTION 2. The Town Clerk of the Town of Rotterdam is hereby directed to transmit to the news media, to publish in the official newspaper of the Town of Rotterdam, to post on the Town website, to post on the Town Clerk signboard, and to provide written notice to each member of the Town Board not less than two (2) days prior to the date designated for the special meeting, the following notice of special meeting:

**TOWN OF ROTTERDAM
NOTICE OF SPECIAL MEETING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a special meeting at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 5th day of November, 2025 for the purpose of holding a Public Hearing of the 2026 Preliminary Budget and for any other purpose as may come before the Town Board.

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

DATED: October 22, 2025

Daily Gazette: Please publish once on or before October 25, 2025

Town Clerk: Post, Transmit to News Media, Provide Written Notice to Councilmembers

SECTION 3. This resolution shall become effective October 22, 2025.

DATED: October 22, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: October 15, 2025

TO: Town Board

FROM: Mollie Collins, Town Supervisor

TITLE OF REQUEST: Schedule a Special Meeting

TOWN BOARD MEETING: October 22, 2025

Background Information: The Town Clerk presented the 2026 tentative budget to the Town Board at a regular meeting on September 24, 2025.

Evaluation/Analysis: There have been budget workshops held for discussion and modifications to the tentative budget to get it to the “preliminary” stage of budgeting. The next step, after adopting the preliminary budget is to hold a public hearing.

Recommendation(s): Schedule the Special Meeting for November 5, 2025, for the intent of holding a public hearing on the 2026 preliminary budget, and whatever other business the board sees fit.

Attachment/Document(s): N/A

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

RESOLUTION NO. 325.25

TO APPROVE CHANGES MADE TO THE 2026 TENTATIVE BUDGET AND TO ESTABLISH THE 2026 'PRELIMINARY' BUDGET AND CALL FOR A PUBLIC HEARING ON THE 2026 PRELIMINARY TOWN BUDGET

WHEREAS, the 2026 Tentative Budget was presented by the Town Clerk to the Town Board on September 24, 2025; and

WHEREAS, the Town Board thereafter reviewed and modified the 2026 Tentative Budget at various workshops and meetings; and

WHEREAS, the changes made by the Town Board to the 2026 Tentative budget have been incorporated into the draft 2026 Preliminary Budget; and

WHEREAS, the Town Board desires to obtain the input of the public on the draft 2026 Preliminary Budget; **NOW**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The 2026 Tentative Budget, with the changes made by the Town Board during the various workshops incorporated therein, is hereby established as the 2026 Preliminary Budget. The 2026 Preliminary Budget shall be made available for public inspection in both the office of the Town Clerk, Monday through Friday, exclusive of holidays, between the hours of 8:00 a.m. and 4:00 p.m. and through the Town of Rotterdam website, www.rotterdamny.org, around the clock.

SECTION 2. The Town Board hereby calls for a public hearing to be held on the 2026 Preliminary Budget as set forth in the form of notice set forth below. The Town Clerk of the Town of Rotterdam is hereby directed post a copy of the notice on the signboard of the Town, maintained pursuant to subdivision 6 of section 30 of the Town Law of the State of New York, and to publish in the official newspaper of the Town of Rotterdam not less than five (5) days prior to the date designated for the public hearing provided for by the following public notice:

TOWN OF ROTTERDAM NOTICE OF HEARING

PLEASE TAKE NOTICE: The Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, November 5, 2025, at 7:00 p.m. for the following purpose:

To hear comments by the public both in favor and against the Town Board's 2026 Preliminary Budget as compiled and both for and against any item(s) contained therein. The Town Board's 2026 Preliminary Budget shall be available for public inspection in the office of the Town Clerk, Monday through Friday, from 8:00 a.m. through 4:00 p.m.

In 2026, the proposed salary of each Town Board member shall be ten thousand and 00/100 dollars (\$10,000.00), the proposed salary of the Town Supervisor shall be thirteen thousand and 00/100 dollars (\$13,000.00), the proposed stipend of the Deputy Supervisor shall be three thousand and 00/100 dollars (\$3,000.00), the proposed salary of the Superintendent of Highways shall be seventy three thousand four hundred forty nine and 00/100 (\$73,449.00), the proposed salary of the Town Clerk shall be sixty one thousand, five hundred nineteen and 00/100 dollars (\$61,519.00) and the proposed salary for the Receiver of Taxes shall be sixty one thousand, five hundred nineteen and 00/100 dollars (\$61,519.00).

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

DATED: October 22, 2025

Daily Gazette: Please publish once on October 25, 2025

Town Clerk

Post

DATED: October 22, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

The 2026 Preliminary Budget *once adopted*, shall be made available for public inspection in both the office of the Town Clerk, Monday through Friday, exclusive of holidays, between the hours of 8:00 a.m. and 4:00 p.m. and through the Town of Rotterdam website, www.rotterdamny.org around the clock.

RESOLUTION NO. 326.25

TO APPROVE BUDGET TRANSFERS TO THE 2025 BUDGET

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
Highway	DA5110-4369	FROM: Legal Fees	\$ (4,000.00)
Highway	DA5110-4703	FROM: Machine Rental	(1,500.00)
Highway	DA5110-4705	FROM: Blacktop Mix	(10,000.00)
Highway	DA5110-4707	FROM: Land & Plow Damage	(2,000.00)
Highway	DA5142-4713	FROM: Salt	(15,000.00)
Highway	DA5142-4720	FROM: Sand	(10,000.00)
Highway	DA5130-4145	TO: Machine Repair	\$ 42,500.00

SECTION 2. This resolution shall become effective October 22, 2025.

DATED: October 22, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: October 15th, 2025

TO: Town Board

FROM:  Larry Lamora, Highway Superintendent

TITLE OF REQUEST: Budget Transfer to fund the work needed to fix the motor for plow truck #27.

TOWN BOARD MEETING: October 22nd, 2025

Background Information: Truck #27 has a bad motor, and we need this truck for winter plowing.

Evaluation/Analysis: Truck #27 is currently in HL Gage's possession for repair; the cost of thirty-three thousand ten dollars and twenty-seven cents is needed to repair the motor for truck #27.

Recommendation(s): To transfer the total amount of forty-two thousand five hundred dollars from the following lines below with their designated amounts.
DA5110-4369(\$4,000), DA5110-4703(\$1,500), DA5110-4705(\$10,000), DA5110-4707(\$2,000), DA5142-4713(\$15,000) & DA5142-4720(\$10,000) to DA5130-4145.

Attachment/Document(s): Budget transfer memorandum, purchase order, customer review of charges & renewed engine warranty coverage document.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Memorandum

To: Alison Grace, Comptroller
From: Larry Lamora, Highway Superintendent
Subject: Budget Transfer
Date: October 10th, 2024

Please transfer the following funds to cover 2025 expenses:

To: DA5130-4145 Machine Repair	+\$42,500
From: DA5110-4369 (Legal Fees)	-\$4,000
DA5110-4703 (Machine Rental)	-\$1,500
DA5110-4705 (Blacktop Mix)	-\$10,000
DA5110-4707 (Land & Plow Damage)	-\$2,000
DA5142-4713 (Salt)	-15,000
DA5142-4720 (Sand)	-10,000

Thank you,



Larry Lamora
Highway Superintendent



121 Washington Ave. Extension Albany, NY 12205

Remit To:
H L Gage Sales Inc
P.O. Box 5170
Albany, NY 12205

Phone: 518-456-8871
Fax: 518-456-0705
www.hlgage.com

*** Customer Review ***

Date / Time: 10/9/2025 1:37:18PM
Repair Order: 291
Customer: 11480
Branch: Albany
Invoice Total: \$ 33,010.27

Charge

Page 1 of 1

Bill To: ROTTERDAM, TOWN OF HWY DEPT
54 DUANESBURG RD
SCHENECTADY, NY 12306
Shop: 00

Ship To: ROTTERDAM, TOWN OF HWY DEPT
54 DUANESBURG RD
SCHENECTADY, NY 12306

Customer P/O _____ Created By _____ Completion Date _____
mrosebeck

Unit Number: 27 Model Year: 2018 Make/Model: International 7500
Type: Conversion VIN: 1HTWLSUR6JH492514

Task: 1 40- CEL ENGINE LIGHT Department: Service

Complaint: CHECK FOR ENGINE LIGHT AND ENGINE SKIP

Cause: FAILED CAM SHAFT AND SCORED LINER - RECOMMEND REPLACEMENT OF ENGINE WITH LONG BLOCK.

Supp.	Part	Description / Ref-Number	U/M	Quantity	Price	Ext Price
	Compdiag	Computer Diagnostics	Misc	1.00	140.00	140.00
	5010977R91	ENGINE STRIPPED LONG BLOCK	Part	EA	1.00	16,464.43
		570				16,464.43
	5010977R91-C	ENGINE STRIPPED LONG BLOCK	Inherent	1.00	4,488.00	4,488.00
		570				
	5010717R01	INJECTOR	Part	EA	1.00	776.84
	5010717R01-C	INJECTOR	Inherent	1.00	100.98	100.98
	Labor	Labor Diagnostic Charge	Misc	15.00	199.00	2,985.00
	Shop Sup	Shop Supplies - Fluid & Gaskets	Misc	1.00	1,500.00	1,500.00
	5010717R01-C	INJECTOR	Part	EA	(1.00)	100.98
	5010977R91-C	ENGINE STRIPPED LONG BLOCK	Part	EA	(1.00)	4,488.00
		570				(4,488.00)

Totals

Total Parts: \$17,241.27
Total Core Chg: \$4,588.98
Total Core Ret: (\$4,588.98)
Total EHC: \$0.00
Total Labor: \$11,144.00
Total Miscellaneous: \$4,625.00
Invoice Subtotal: \$33,010.27
Total Tax: \$0.00
Invoiced Total: \$33,010.27

Payment Method

Charge

The amount shown for labor, parts, and supplies are estimated only. If additional repairs are required which were not detected during original appraisal you will be contacted for authorization prior to proceeding with such repairs. Old parts are returned upon request at time of Repair.

BY: _____

RENEWED™ ENGINE WARRANTY COVERAGE

- ❖ All RENEWED replacement trimmed engines carry a 24-month parts / unlimited mileage nationwide limited warranty.
 - Fuel pumps, fuel injectors, turbocharger, high pressure fuel pump, sensors, electrical harnesses, glow plugs, and block heaters are covered for 12 months.
 - Labor is covered 100% when the part is installed by an International® service location or an authorized fleet customer with an approved in-house warranty agreement.
- ❖ All RENEWED short block and long block partial engine assemblies carry a 12-month parts / unlimited mileage nationwide limited warranty.
 - Labor is covered 100% when the part is installed by an International service location or an authorized fleet customer with an approved in-house warranty agreement.
- ❖ Claims for RENEWED engine parts whether sold over the counter or installed by an International dealer are handled the same way: the dealer is required to contact the RENEWED supplier to gain claim authorization prior to repair. A claim tracking number will be issued, and a repair plan agreed upon to include any agreed upon parts and labor coverage.

*** For Warranty Concerns:**

- Call SRC at 1-800-327-2253 (provide serial # for I6 and Big Bore Engines).
- Call CAT at 317-346-3300 (provide serial # for V6 and V8 Engines).

RESOLUTION NO. 327.25

TO APPROVE 2025 QUARTERLY EXPENSE TRANSFERS OF GAS AND DIESEL

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
General	A5132 4304	FROM: Central Gas Expenditure	-22,997.05
General	A3120 4302	INTO: Patrol Vehicle Gas	+17,664.91
General	A3310 4302	INTO: Traffic Control Gas	+390.88
General	A7110 4302	INTO: Parks Gas	+2,880.80
General	A3410 4302	INTO: Fire Fight Gas	+2,060.46
General	A5132 4304	FROM: Central Gas Expenditure	-5,335.66
Highway	DA5110 4304	INTO: Fuel General	+3,839.31
Highway	DA5140 4304	INTO: Fuel Brush & Weed	+1,496.10
General	A5132 4304	FROM: Central Gas Expenditure	-2,585.35
S2	S28120 4302	INTO: S2 Gas Oil Lube	+2,585.35
General	A5132 4304	FROM: Central Gas Expenditure	-2,926.22
W5	W58340 4302	INTO: W5 Gas Oil Lube	+2,926.22

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

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-2,163.03
General	A8189 4302	INTO: Landfill Gas	+1,012.92
General	A3410 4302	INTO: Fire Fight Gas	+1,150.11
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-16,640.50
Highway	DA5110 4304	INTO: Fuel General	+11,393.05
Highway	DA5140 4304	INTO: Fuel Brush & Weed	+5,247.45

<i>Fund</i>	<i>Account No</i>	<i>Title</i>	<i>Amount</i>
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-496.75
S2	S28120 4302	INTO: S2 Gas Oil Lube	+496.75
Highway	DA5148 4304	FROM: Central Diesel Expenditure	-479.92
W5	W58340 4302	INTO: W5 Gas Oil Lube	+479.92

SECTION 3. This resolution shall become effective October 22, 2025

DATED: October 22, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 328.25

TO NEGOTIATE AND EXECUTE CHANGE ORDER NO. 1 TO AN EXISTING AGREEMENT WITH NEW CASTLE PAVING LLC FOR THE AWARDED BID OF: 6.3MM POLYMER-MODIFIED HOT MIX ASPHALT HIGHWAY RESURFACING

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute Change Order No. 1, to an existing agreement with New Castle Paving, LLC., located at 1 Madison Street, Suite 100, Troy, NY 12180, to accept the tonnage overrun from the bided project, 6.3mm Polymer-Modified Hot Mix Asphalt Highway Resurfacing in the amount not to exceed fifteen thousand one hundred ninety and 61/100 (\$15,190.61) dollars.

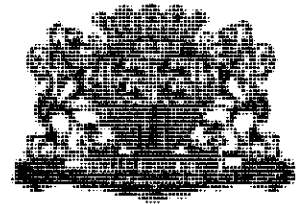
SECTION 2. This resolution shall become effective October 22, 2025.

DATED: October 22, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: October 7th, 2025

TO: Town Board

FROM: Larry Lamora, Highway Superintendent 

TITLE OF REQUEST: Change order request to Accept the tonnage overrun for 6.3MM Polymer-Modified Hot Mix Asphalt Highway Resurfacing by New Castle Paving, LLC.

TOWN BOARD MEETING: October 22nd, 2025

Background Information: As per Bid Packet the Highway Superintendent has approved the adjusted quantity for the 2025 paving project for Town Roads. As per the needs for true and leveling.

Evaluation/Analysis: As per Bid packet.

Recommendation(s): To accept the tonnage overrun amount of \$15,190.61 for **6.3MM Polymer-Modified Hot Mix Asphalt Highway Resurfacing** to New Castle Paving, LLC, 1 Madison Street, Suite 100, Troy, NY 12180.

Attachment/Document(s): Tonnage overrun invoice and original Bid packet.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

New Castle Paving, LLC

Suite 100
Troy, NY 12180

Invoice

Date	Invoice #
9/1/2025	2067-3

Bill To
TOWN OF ROTTERDAM 1100 SUNRISE BLVD ROTTERDAM, NY 12306

P.O. No.	Terms	Project
25019	Net 30	ROTTERDAM 6.3MM PO...

Quantity	Description	Rate	Amount
149.22	TOWN OF ROTTERDAM 6.3MM POLYMER - MOD HMA ASPHALT PAVING - TONNAGE OVERRUN	101.80009	15,190.61
	HORIZON BLVD	0.00	0.00
	BLUE BIRD LANE	0.00	0.00
	VIEWPOINT DRIVE	0.00	0.00
	VISTA BLVD	0.00	0.00
	NORTH CREST CT	0.00	0.00
	GLEN MIST CT	0.00	0.00
	DEBBIE DR	0.00	0.00
	DAWN DR	0.00	0.00
	DONALD DR	0.00	0.00
	SHELLY CT	0.00	0.00
	TIMMY CT	0.00	0.00
	JENIE CT	0.00	0.00
	WENDY CT	0.00	0.00
	CAROLINE DR	0.00	0.00
	GATES DR	0.00	0.00
	STERLING RD	0.00	0.00
	COUNTRY BROOK CT	0.00	0.00
	MARIA CT	0.00	0.00
	WHIMPLE RD	0.00	0.00
	UPPER GREGG RD	0.00	0.00
		Total	\$15,190.61

NEW CASTLE PAVING

TOWN OF ROTTERDAM
BID FORM

6.3MM Polymer-Modified Hot Mix Asphalt

Bidder will provide and install material for a price of:

Price per Ton

Town Roads \$ **101.80** /ton

Roads to be Paved:

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

Paving 2025

Town of Rotterdam

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

POTENTIAL ROADS TO BE PAVED FOR 2025 ON FOLLOWING PAGE:

STREET	Length	Width	Square Foot	Square Yards	Start	End	Length	Width	Area (SY)	Tonnage	Cost Per Road
Horizon Blvd	3150	30	94500	10500.00	Dunnesville Rd	Loop	3150	30	10500.00	735	\$74,823.00
Blue Bird Ln	610	30	18300	2033.33	Horizon Blvd	Loop	610	30	2033.33	142	\$14,455.60
Viewpointe Dr	1100	30	33000	3666.67	Horizon Blvd	Loop	1100	30	3666.67	257	\$26,162.60
Vista Blvd	1960	30	58800	6533.33	Dunnesville Rd	Viewpointe Dr	1960	30	6533.33	457	\$46,522.60
North Crest Ct	550	30	16500	1833.33	Vista Blvd	Loop	550	30	1833.33	128	\$13,030.40
Glen Mist Ct	550	30	16500	1833.33	Horizon Blvd	Loop	550	30	1833.33	128	\$13,030.40
Debbie Dr	1167	30	35010	3890.00	Donald Dr	Wendy Ct	1167	30	3890.00	272	\$27,689.60
Dawn Dr	810	30	24300	2700.00	Horizon Blvd	Donald Dr	810	30	2700.00	189	\$19,240.20
Donald Dr	2100	30	63000	7000.00	Dawn Dr	Debbie Dr	2100	30	7000.00	490	\$49,882.00
Shelly Ct	0	0	12678	1409.00	Debbie Dr	Cul De Sac	241	26	1409.00	99	\$10,078.20
Timmy Ct	300	30	9000	1000.00	Donald Dr	Loop	300	30	1000.00	70	\$7,126.00
Jenie Ct	0	0	11588	1313.00	Donald Dr	Cul De Sac	229	27	1313.00	92	\$9,365.60
Wendy Ct	760	30	22800	2533.33	Debbie Dr	Loop	760	30	2533.33	177	\$18,018.60
Caroline Dr	300	30	9000	1000.00	Wendy Ct	Gates Dr	300	30	1000.00	70	\$7,126.00
Gates Dr	1970	30	59100	6566.67	Sterling Rd	Sterling Rd	1970	30	6566.67	460	\$46,828.00
Sterling Rd	1240	30	37200	4133.33	South Westcott Rd	Gates Dr	1240	30	4133.33	289	\$29,420.20
Country Brook Ct	1750	35	61250	6805.56	Giffords Churches Rd	Giffords Churches Rd	1750	35	6805.56	476	\$48,456.80
Maria Ct	1277	30	38310	4256.67	Giffords Churches Rd	Loop	1277	30	4256.67	298	\$30,336.40
Whimble Rd	2500	20	50000	5555.56	Dunnesville Rd	Dead End	2500	20	5555.56	389	\$39,600.20
Upper Gregg Rd	5600	20	112000	12444.44	Upper Greg @ 4032	Dead End	5600	20	12444.44	871	\$88,667.80

ALL MEASUREMENTS ARE ESTIMATES, CONTRACTOR IS RESPONSIBLE FOR CHECKING ROAD MEASUREMENTS.

PLEASE REFER TO PAGE 10 FOR TONNAGE FORMULA

TOWN OF ROTTERDAM
BID FORM CONTIUNED

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

6.3mm Polymer-Modified Hot Mix Asphalt
Highway Resurfacing

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

New Castle Paving, LLC

Name of Company or Corporation

1 Madison Street, Suite 100

Address

Troy

City

NY

State

12180

Zip

SRadloff@newcastlepaving.com

Email

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

End Bid Form

NON-COLLUSION BIDDING CERTIFICATION

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

Name of Firm: **New Castle Paving, LLC**

Signed by: **Steve Radloff** Title: **General Manager**

Signature: _____ Date: **5/30/25**

Email: **SRadloff@newcastlepaving.com**

**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: New Castle Paving, LLC

Signed by: Steve Radloff Title: General Manager

Signature: _____ Date: 5/30/25

WE ARE YOUR DOL



**Department
of Labor**

DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and
Covered Private Construction Projects in the State of New York,
Subject to the Prevailing Wage Requirements of
NYS Labor Law Article 8

NEW CASTLE PAVING, LLC

1 Madison St

Suite 100

Troy, New York 12180

Phone Number: 5182750226

Registration Number: 24-634UL-CR

Date of Issue: 2024-12-02

Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

**Roberta Reardon
Commissioner
New York State Department of
Labor**





Town of Rotterdam

***Highway Department
Request for Bids:***

6.3mm Polymer-Modified Hot Mix Asphalt Highway Resurfacing

***Bid Opening:
Friday, May 30, 2025
@ 10:00 a.m.
Rotterdam Town Hall***

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:00 a.m. on May 30, 2025**, 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 30, 2025** will be opened in person at that time, and electronically 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 waive any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.
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.

GENERAL REQUIREMENTS:

1. It is the intent of this Request for Bids that all political subdivisions and districts be entitled to make purchase of materials, equipment, or supplies from the resulting bid award upon mutual agreement with the vendor.
2. Where contractor supplies labor, all New York State labor requirements, including Prevailing Wage Requirements shall be applicable and enforced. Weekly payroll sheets must be submitted prior to payment.
3. The contractor shall, at a minimum carry the following insurance coverage; Liability Insurance \$1 million/occurrence and \$2 million/aggregate; Automotive Coverage \$1 million.; Certificate of Workers Compensation Insurance. Town of Rotterdam shall be named as additional insured. Proof of insurance must be submitted to the Town with bid package.
4. In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the TOWN all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the TOWN to procure a substitute contractor to satisfactorily complete the contract work.
5. The Contractor shall keep and supply a daily record of the weight of product applied by road name together with scale tickets by truck for aggregates utilized. This information shall be provided to the Highway Superintendent daily.
6. Bidder shall honor bid price for one (1) year from the date of the bid opening at the mutual consent of both the Town and the Contractor. With the mutual consent of both the Town and the Contractor, the term of the contract and/or bid price may be extended to a second and third year.
7. The asphalt prices are fixed and not subject to any formula as per the NYSDOT specifications.
8. Non-Appropriations Clause: Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the Town for payment under this Agreement. The Town will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Town of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.
9. Qualifications of Bidder: The Town may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish the Town, within five (5) days of a request, all such information requested to complete the investigation. Conditional bids will not be accepted.
10. Disqualifications
 - a. Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the

necessary ability, plant, and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance, or completion of the work.

- b. The Town reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
 - c. Bids may be considered irregular and may be subject to rejection for the following reasons:
 - i. If the bid is on a form other than that furnished by the Town, is altered, or if any part of the bidding documents is detached.
 - ii. If there are unauthorized additions conditions or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
11. Non-Collusive Bidding Certificate: All bidders bidding under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate is required to be submitted with each bid on the form provided by the Town.
12. Bid Form
- a. Bid form is attached hereto.
 - b. Bids must be made on the Bid Form provided by the Town. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.
 - c. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
 - d. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
 - e. All names must be printed or typed below the signature.
 - f. The bid must contain an acknowledgement of receipt of all Addenda (the number of which will be filled in on the Bid Form).

- g. The address to which communications regarding the bid are to be directed must be included on the Bid Form.

13. Bid Evaluation

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

14. Modification and Withdrawal of Bids

- a. Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the matter that a bid must be executed) and delivered to the place where bids are to be submitted.
- b. If, prior to awarding of the contract or within three (3) days after opening, whichever period is shorter, any bidder files a duly signed written notice with the Town and promptly thereafter demonstrates to the reasonable satisfaction of the Town that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid.

15. Award of Bid

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

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

16. Delivery and Payment

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

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

18. Anti-Discrimination Clause

- a. Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color, or national origin in employment of citizens upon public works, the Contractor agrees;
- b. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, gender, marital status, military status, sexual orientation, or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work which the employment relates;
- c. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin.

19. Iranian Energy Sector Divestment

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

TOWN OF ROTTERDAM
SPECIFICATION PROPOSAL

6.3mm POLYMER-MODIFIED HOT MIX ASPHALT

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

DESCRIPTION:

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

MATERIAL:

6.3 Polymer-Modified Mixture

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

TACK COAT:

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

WEATHER LIMITATIONS:

Refer to the NYSDOT Standard specifications for weather limitations.

NOTIFICATION AND TRAFFIC CONTROL:

Town of Rotterdam will provide resident notification. Contractor will provide 72Hours notice prior to coming. Town of Rotterdam will provide traffic control.

Please see Highway Superintendent to Coordinate.

KEY-CUTS:

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

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

TOWN WILL NOT PROVIDE SWEEPER.

METHOD OF MEASUREMENT:

The quantity under this item will be the number of square yards completed and accepted in place. The width of the pavement course will be the width shown on the plans or as otherwise directed by the Highway Superintendent. The length will be measured along the center line of each roadway or ramp. The thickness of the pavement course shall be 1.25" (140lbs. per square yard.) The quantities may be adjusted for changes and thickness. As per the approval of the Highway Superintendent of the Town of Rotterdam.

BASIS OF PAYMENT:

The accepted quantities of 6.3mm Polymer-Modified Hot Mix asphalt pavement course will be paid for per ton per project. A project is defined as any work requiring a single mobilization. Price includes furnishing and installing a truing and leveling course as needed to fill depressions and promote positive drainage furnishing materials, equipment, labor, and tack coat, as required, and all incidentals necessary to complete this work. The Highway Superintendent determines the Minimum quantity of material needed as (square yard X Lbs. divided by 2000) but not exceed the total tonnage based off (square yard X Lbs. divided by 2000 plus 10%) the plan quantity, the contractor will be liable for overage. Town of Rotterdam will provide risers for manholes, catch basins, and water valves for the Contractor to install during paving.

NOTE:

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

ADDITIONAL CONSTRUCTION:

The contract will contain a provision whereby the Town may order additional highway construction to be performed by the contractor during the 2025 paving season pursuant to and consistent with terms, conditions, and specification of the contract, provided the cost of the same is within the amount appropriated and provided for highway construction in 2025.

DAILY WEIGHT RECORD:

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

TOWN OF ROTTERDAM
BID FORM
6.3MM Polymer-Modified Hot Mix Asphalt

Bidder will provide and install material for a price of:

Price per Ton

Town Roads \$ _____/ton

Roads to be Paved:

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

Paving 2025

Town of Rotterdam

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

POTENTIAL ROADS TO BE PAVED FOR 2025 ON FOLLOWING PAGE:

STREET	Length	Width	Square Foot	Square Yards	Start	End	Length	Width	Area (SY)	Tonnage	Cost Per Road
Horizon Blvd	3150	30	94500	10500.00	Dunnesville Rd	Loop					
Blue Bird Ln	610	30	18300	2033.33	Horizon Blvd	Loop					
Viewpointe Dr	1100	30	33000	3666.67	Horizon Blvd	Loop					
Vista Blvd	1960	30	58800	6533.33	Dunnesville Rd	Viewpointe Dr					
North Crest Ct	550	30	16500	1833.33	Vista Blvd	Loop					
Glen Mist Ct	550	30	16500	1833.33	Horizon Blvd	Loop					
Debbie Dr	1167	30	35010	3890.00	Donald Dr	Wendy Ct					
Dawn Dr	810	30	24300	2700.00	Horizon Blvd	Donald Dr					
Donald Dr	2100	30	63000	7000.00	Dawn Dr	Debbie Dr					
Shelly Ct	0	0	12678	1409.00	Debbie Dr	Cul De Sac					
Timmy Ct	300	30	9000	1000.00	Donald Dr	Loop					
Jenie Ct	0	0	11588	1313.00	Donald Dr	Cul De Sac					
Wendy Ct	760	30	22800	2533.33	Debbie Dr	Loop					
Caroline Dr	300	30	9000	1000.00	Wendy Ct	Gates Dr					
Gates Dr	1970	30	59100	6566.67	Sterling Rd	Sterling Rd					
Sterling Rd	1240	30	37200	4133.33	South Westcott Rd	Gates Dr					
Country Brook Ct	1750	35	61250	6805.56	Giffords Churches Rd	Giffords Churches Rd					
Maria Ct	1277	30	38310	4256.67	Giffords Churches Rd	Loop					
Whimble Rd	2500	20	50000	5555.56	Dunnesville Rd	Dead End					
Upper Gregg Rd	5600	20	112000	12444.44	Upper Greg @ 4032	Dead End					

ALL MEASUREMENTS ARE ESTIMATES, CONTRACTOR IS RESPONSIBLE FOR CHECKING ROAD MEASUREMENTS.

PLEASE REFER TO PAGE 10 FOR TONNAGE FORMULA

TOWN OF ROTTERDAM
BID FORM CONTIUNED

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

6.3mm Polymer-Modified Hot Mix Asphalt
Highway Resurfacing

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

Name of Company or Corporation

Address

City

State

Zip

Email

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

End Bid Form

NON-COLLUSION BIDDING CERTIFICATION

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

Name of Firm: _____

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:
 - o Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
 - o Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
 - o 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;
 - o 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:
 - o 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:
 - o Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - o Sabotaging an individual's work;
 - o 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. 329.25

**TO NEGOTIATE AND EXECUTE FEE AMENDMENT NO. 2 TO AN EXISTING
AGREEMENT WITH BARTON & LOGUIDICE FOR PROFESSIONAL
ENGINEERING SERVICES FOR THE EMERGENCY GENERATOR TANK
REPLACEMENT COMPLIANCE ASSISTANCE**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute Fee Amendment No. 2 to an existing agreement with Barton & Loguidice, located at 10 Airline Drive, Suite 200, Albany, New York 12205, for professional engineering services to provide additional design documents for building improvements at the Water Treatment Plant located on 49 Rice Road, Schenectady, New York, related to the Emergency Generator Tank Replacement Compliance Assistance project, in an amount not to exceed thirteen thousand and 00/100 (\$13,000.00) dollars, for a new total agreement amount not to exceed fifty four thousand and 00/100 (\$54,000.00) dollars.

SECTION 2. This resolution shall become effective October 22, 2025.

DATED: October 22, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: October 17, 2025

TO: Mollie Collins – Town Supervisor

FROM: C. Jack Dodson, Deputy Supervisor

TITLE OF REQUEST: Negotiate and execute an amendment with Barton & Loguidice for Emergency Generator Tank Replacement Building Compliance – Louvers and Additional Design.

TOWN BOARD MEETING: October 22, 2025

Background Information: The Town of Rotterdam retained Barton & Loguidice pursuant to evaluate building code compliance requirements for replacement of the generator fuel tank at the Rice Road Water Treatment Plant. The evaluation identified required building improvements (rated separation, fire sprinkler system, water main extension, fire alarm and detection system, and mechanical ventilation system) to comply with the NYS Building Code.

Evaluation/Analysis: Barton & Loguidice provided Amendment No. 2 for additional design services and generator louver replacements for building improvements to the Water Treatment Plant relating to the emergency generator tank replacement. These documents will enable the town to bid and construct the required improvements to comply with the NYS Building Code.

Recommendation(s): Authorize the supervisor to negotiate and execute Amendment No. 2 with Barton & Loguidice for the additional scope for the Water Treatment Plant emergency generator building improvements.

Attachment/Document(s): Barton & Loguidice Amendment No. 2, dated October 2, 2025.

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): None

LEGISLATION WILL BE PREPARED BY: Town / Supervisor's Office

October 2, 2025

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

Re: Professional Services Proposal
Town of Rotterdam Water Treatment Plant
Emergency Generator Tank Replacement Compliance Assistance – Fee Amendment No. 2

File: 904.065.001

Dear Supervisor Collins:

In accordance with your request, Barton & Loguidice, D.P.C. (B&L), is pleased to provide this proposal to the Town of Rotterdam (Town) as Amendment Number 2 to our previously authorized services for the building improvements at the Water Treatment Plant located on 49 Rice Road, Schenectady, New York, related to the Emergency Generator Tank Replacement Compliance Assistance project.

We seek authorization for the additional scope of services identified herein as an amendment to our existing agreement with the Town dated August 19, 2024, pursuant to Resolution No. 301.24.

Project Understanding

Per our conversations and meetings with you and various personnel from the Town, we understand that our proposed scope of services is to include preparation of design documents to replace the three existing louvers into the generator room to minimize air infiltration into the building. Additionally, due to the complexity in the sprinkler system design there has been unanticipated code review and coordination between trades providing a sprinkler system design meeting current code regulations. Our scope of services is further detailed below.

B&L has identified the following additional building improvement components needed to meet current New York State Building Code requirements that will be incorporated in the design documents:

- Exterior louver replacement.
- Additional sprinkler system design.

Scope of Services

Task 3 – Louver Replacement Design Documents (Lump Sum)

Design documents will include project specifications that will be identified on the drawings. We assume that the Town will bid the building improvements work and procure a contractor independently. Further, we assume the Town will perform construction administration services independently. As such, B&L has excluded bidding and construction administration from this task, and no spec book will be provided. As-needed consulting assistance beyond Task 3 and 4 services will be provided upon request, as identified in Task 2 included in Amendment No. 1.

B&L will perform an additional site visit to verify existing conditions, coordinate with vendors, and develop mechanical and electrical design drawings for the louver replacement.

B&L will incorporate final Town comments prior to electronic PDF delivery of the completed design documents. Hard copies are available at cost upon request.

Task 4 – Additional Sprinkler System Design Documents (Lump Sum)

B&L will provide additional code review and coordination between trades to provide a fire sprinkler system design adequate for the Generator Building spaces and compliant with current building code standards.

We have provided a budgetary place holder for this task for purposes of this proposal. Should effort in excess of the budgetary placeholder be requested, we are available to provide via fee amendment.

Fee Summary

B&L is prepared to provide the above outlined services as follows:

PROJECT PHASE SERVICE	FEE
Task 3 – Louver Replacement Design (Lump Sum)	\$8,500
Task 4 – Additional Sprinkler System Design (Lump Sum)	\$4,500

Exclusions and Assumptions

1. The Town does not have an updated survey, original drawings, and as-built drawings of the buildings requiring an existing conditions site visit to measure and document existing conditions.
2. If requested, the Town shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Work. B&L shall be entitled to rely on the accuracy and completeness of the Town's information.
3. Items that are excluded from our proposal, or which may be considered additional services, or are considered Town expenses, shall include, but not be limited to:



- a. Fees paid for securing approval of State & Federal authorities having jurisdiction over the project.
- b. Life Cycle Cost Analysis for system alternatives.
- c. FFE&E and moveable equipment selections and specifications.
- d. Special Inspections are by others.
- e. LEED Goals are not included, including U.S. Green Building Council LEED Certifications or Commissioning.
- f. Services associated with the identification, design or remediation of lead, asbestos, mold or other hazardous environmental aspects are excluded from this scope of work.
- g. Specifications will be provided on the design drawings (no books specification will be provided).
- h. Comcheck, energy modeling, commissioning and testing of systems is excluded.

Additional Services

In the event additional services should be requested on this project, beyond the above outlined scope, B&L shall perform such services based on our standard hourly fee structure, and/or prepare an itemized cost proposal at that time, followed by authorization by the Town.

Mollie Collins, Supervisor
Town of Rotterdam
October 2, 2025
Page 4



Thank you for the opportunity to submit this proposal. If you should have any questions or comments regarding this information, please feel free to contact us.

If the aforementioned meets your approval, please sign the authorization below and return to us at your earliest convenience.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in black ink that reads "Timothy R. Bivens".

Timothy R. Bivens, AIA
Vice President
Facilities – Architectural Practice Area Leader

TRB/JDC

Authorization

Barton & Loguidice, D.P.C. is hereby authorized by the Town of Rotterdam (Owner) to proceed with the services described herein in accordance with the Terms and Conditions of our existing agreement dated August 19, 2024.

Mollie Collins, Supervisor
Town of Rotterdam

Date

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, April 9, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 152.25

TO NEGOTIATE AND EXECUTE FEE AMENDMENT NO. 1 TO AN EXISITING AGREEMENT WITH BARTON & LOGUDICE FOR PROFESSIONAL ENGINEERING SERVICES FOR THE EMERGENCY GENERATOR TANK REPLACEMENT COMPLIANCE ASSISTANCE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute Fee Amendment No. 1 to an existing agreement with Barton & Logudice, located at 10 Airline Drive, Suite 200, Albany, New York 12205, for professional engineering services to provide design documents for building improvements at the Water Treatment Plant located on 49 Rice Road, Schenectady, New York, 12306 related to the Emergency Generator Tank Replacement Compliance Assistance project, in an amount not to exceed thirty-four thousand and 00/100 (\$34,000.00) dollars.

SECTION 2. This resolution shall become effective April 9, 2025.

DATED: April 9, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on April 9, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this April 14, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: April 7, 2025

TO: Mollie Collins – Town Supervisor

FROM: C. Jack Dodson, Deputy Supervisor

TITLE OF REQUEST: Negotiate and execute an agreement with Barton & Loguidice for Emergency Generator Tank Replacement Building Compliance.

TOWN BOARD MEETING: April 9, 2025

Background Information:

The Town of Rotterdam retained Barton & Loguidice pursuant to Resolution 301.24 to evaluate building code compliance requirements for replacement of the generator fuel tank at the Rice Road Water Treatment Plant. The evaluation identified required building improvements (rated separation, fire sprinkler system, water main extension, fire alarm and detection system, and mechanical ventilation system) to comply with the NYS Building Code.

Evaluation/Analysis:

Barton & Loguidice provided a February 14, 2025 proposal to provide design documents for building improvements to the Water Treatment Plant relating to the emergency generator tank replacement (tank replaced under a separate contract). These documents will enable the town to bid and construct the required improvements to comply with the NYS Building Code.

Recommendation(s):

Authorize the supervisor to negotiate and execute a contract with Barton & Loguidice for the design of Water Treatment Plant emergency generator building improvements.

Attachment/Document(s):

Barton & Loguidice Proposal dated February 14, 2025.

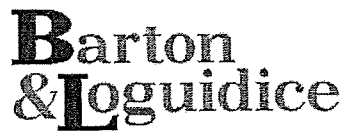
Compliance with Purchasing Policy:

N/A

Effect(s) on Existing Law(s):

None

LEGISLATION WILL BE PREPARED BY: Town / Supervisor's Office



February 14, 2025

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

Re: Professional Services Proposal
Town of Rotterdam Water Treatment Plant
Emergency Generator Tank Replacement Compliance Assistance – Fee Amendment No. 1

File: 904.065.001

Dear Supervisor Collins:

In accordance with your request, Barton & Loguidice, D.P.C. (B&L), is pleased to provide the Town of Rotterdam (Town) with this proposal for professional services to provide design documents for building improvements at the Water Treatment Plant located on 49 Rice Road, Schenectady, New York, related to the Emergency Generator Tank Replacement Compliance Assistance project.

We seek authorization for the additional scope of services identified herein as an amendment to our existing agreement with the Town dated August 19, 2024 pursuant to Resolution No. 301.24.

Project Understanding

Per our conversations and meetings with you and various personnel from the Town, we understand that our proposed scope of services is to include preparation of design documents for the building improvements needed to support the removal and replacement of the existing 2,000-gallon, single wall, aboveground storage tank (AST). This tank issued to store diesel fuel for an emergency generator fuel supply, and would be replaced with a new 2,000-gallon double wall AST at the Water Treatment Plant. Our scope of services is further detailed below.

B&L has identified the following building improvement components needed to meet current New York State Building Code requirements that will be incorporated in the design documents:

- Rated Separations.
- Fire Sprinkler System.
- Water Main Extension.
- Fire Alarm and Detection System.
- Mechanical Ventilation System.



Scope of Services

Task 1 – Design Documents (Lump Sum)

Design documents will include project specifications that will be identified on the drawings. We assume that the Town will bid the building improvements work and procure a contractor independently. Further, we assume the Town will perform construction administration services independently. As such, B&L has excluded bidding and construction administration from this task, and no spec book will be provided. As-needed consulting assistance beyond Task 1 services will be provided upon request, as identified in Task 2 below.

B&L will perform one (1) in-person site visit to verify existing conditions and attend one (1) virtual meeting to review 90% design documents with the Town.

90% design documents will illustrate the following:

1. Existing Condition Field Measuring and Documentation.
2. Site Plans
3. Code Review Plan.
4. Demolition Floor Plans.
5. New Work Plans.
6. Miscellaneous Details.
 - a. Specifications will be provided on the design drawings.

B&L will incorporate final Town comments prior to electronic PDF delivery of the completed design documents. Hard copies are available at cost upon request.

Task 2 – As-Needed Consulting Assistance

B&L will provide as-needed consulting assistance upon request (in excess of \$3,000 currently authorized under our existing authorization), and could include, but may not be limited to, the following:

1. Tank replacement construction assistance.
2. Building improvements bid assistance related to questions received by the Town from potential bidders.
3. Review of Bids and assistance with award of the work.
4. Meetings, in addition to those identified herein.
5. Observation assistance as requested throughout the building improvements construction work.

We have provided a budgetary place holder for this task for purposes of this proposal. Should effort in excess of the budgetary placeholder be requested, we are available to provide via fee amendment.



Fee Summary

B&L is prepared to provide the above outlined services as follows:

PROJECT PHASE SERVICE	FEE
Task 1 – Design Documents (Lump Sum)	\$26,500
Task 2 – As-Needed Consulting Assistance (Time & Expense)	\$7,500

Exclusions and Assumptions

1. The Town does not have an updated survey, original drawings, and as-built drawings of the buildings requiring an existing conditions site visit to measure and document existing conditions.
2. If requested, the Town shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Work. B&L shall be entitled to rely on the accuracy and completeness of the Town's information.
3. Items that are excluded from our proposal, or which may be considered additional services, or are considered Town expenses, shall include, but not be limited to:
 - a. Fees paid for securing approval of State & Federal authorities having jurisdiction over the project.
 - b. Life Cycle Cost Analysis for system alternatives.
 - c. FFE&E and moveable equipment selections and specifications.
 - d. Special Inspections are by others.
 - e. LEED Goals are not included, including U.S. Green Building Council LEED Certifications or Commissioning.
 - f. Services associated with the identification, design or remediation of lead, asbestos, mold or other hazardous environmental aspects are excluded from this scope of work.
 - g. Specifications will be provided on the design drawings (no books specification will be provided).
 - h. Comcheck, energy modeling, commissioning and testing of systems is excluded.

Additional Services

In the event additional services should be requested on this project, beyond the above outlined scope, B&L shall perform such services based on our standard hourly fee structure, and/or prepare an itemized cost proposal at that time, followed by authorization by the Town.

Mollie Collins, Supervisor
Town of Rotterdam
February 14, 2025
Page 4



Thank you for the opportunity to submit this proposal. If you should have any questions or comments regarding this information, please feel free to contact us.

If the aforementioned meets your approval, please sign the authorization below and return to us at your earliest convenience.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Timothy R. Bivens, AIA
Vice President
Facilities – Architectural Practice Area Leader

TRB/JDC

Authorization

Barton & Loguidice, D.P.C. is hereby authorized by the Town of Rotterdam (Owner) to proceed with the services described herein in accordance with the Terms and Conditions of our existing agreement dated August 19, 2024.

A handwritten signature in cursive script that reads 'Mollie Collins'.

Mollie Collins, Supervisor
Town of Rotterdam

A handwritten date '4/14/2025' in cursive script.

Date

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 301.24

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON & LOGUDICE
FOR PROFESSIONAL ENGINEERING SERVICES FOR EMERGENCY GENERATOR
TANK REPLACEMENT COMPLIANCE ASSISTANCE**

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

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Barton & Loguidice, located at 10 Airline Drive, Suite 200, Albany, New York 12205, for professional engineering services relating to Emergency Generator Tank Replacement Compliance Assistance, in an amount not to exceed seven thousand and 00/100 (\$7,000.00) dollars.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on August 14, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 19, 2024.



Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: August 9, 2024

TO: Town Board

FROM: Charles Jack Dodson, Deputy Supervisor

TITLE OF REQUEST: Barton & Loguidice Agreement – Compliance Review for Emergency Generator Fuel Tank Replacement.

TOWN BOARD MEETING: August 14, 2024

Background Information: The Town is replacing and existing above ground 2,000-gallon single wall fuel tank with a new 2,000-gallon double wall tank for fuel containment at the Rice Road Wellfield.

Evaluation/Analysis: Barton & Loguidice will perform a compliance review of the proposed new fuel system/tank that the Town would like to procure from Environmental & Fuel Systems, LLC, under State Contract, prior to award for a fee of \$7,000.

Recommendation(s): Approve Agreement between the Town and Barton & Loguidice for the compliance review.

Attachment/Document(s): Barton & Loguidice letter dated 7-3-2024.

Compliance with Purchasing Policy: Professional service.

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office



July 3, 2024

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

Re: Proposal for Professional Engineering Services
Town of Rotterdam Water Treatment Plant
Emergency Generator Tank Replacement Compliance Assistance
NYSDEC PBS No. 4-601758

File: 702.5090

Dear Supervisor Collins:

Barton & Loguidice, D.P.C. (B&L) appreciates the opportunity to provide the Town of Rotterdam (the Town) with this proposal for Professional Engineering Services to assist with a compliance review for the removal and replacement of the existing 2,000-gallon single wall, aboveground storage tank (AST) used to store diesel fuel for an emergency generator fuel supply, with a new 2,000-gallon double wall AST at the Water Treatment Plant located on 49 Rice Road, Schenectady, New York.

Based on our understanding of the project, the Town is requesting assistance with a compliance review of the proposed New York State (NYS) contract scope of work, submitted by Environmental & Fuel Systems, LLC (E&FS), prior to award of the project.

B&L will provide the following Scope of Engineering Services.

Scope of Engineering Services

Compliance Review Phase (Lump Sum)

- B&L will provide a third party review of the scope of work identified above to ensure compliance with local, state, and federal requirements. A compliance memorandum will be provided to the Town documenting our review of the scope of work, related to the following applicable codes, regulations, and design standards:
 - NYSDEC 6 NYCRR Part 613, Petroleum Bulk Storage.
 - Fire Code of New York State:
 - Chapter 12, Energy Systems.
 - Chapter 50, Hazardous Materials – General Provisions.
 - Chapter 57, Flammable and Combustible Liquids



- National Fire Protection Association (NFPA):
 - Chapter 30, Flammable and Combustible Liquids Code.
 - Chapter 110, Standard for Emergency and Standby Power Systems.
- United States Environmental Protection Agency (USEPA):
 - 40 CFR Part 112, Oil Pollution Prevention Regulation.
- Prior to submission of our memorandum to the Town, we will conduct a meeting onsite to review the scope of work and existing site conditions, and to confirm our understanding of the project.

As-Needed Consulting Assistance (Time & Expense)

- Based on our experience gained working with municipal entities on similarly procured projects, we recommend the addition of this as-needed consulting assistance phase to be utilized upon request for miscellaneous consulting assistance items that may come up during completion of the project. Such items may include attendance at meetings, equipment questions, construction and field change coordination, etc. As the scope of this task is undefined at this time, we recommend an initial budget of \$3,000 to be utilized as needed.

Technical Assumptions

- Attendance at additional meetings beyond the meeting described herein will be provided on a time and expense basis in addition to the fee estimate below.
- Project deliverables will be provided electronically in PDF file format submitted via email.
- Any NYSDEC fees related to registration of the tank(s) is the responsibility of the Owner and is not included in the fee estimate herein. Typically, this fee is \$500 or less.
- We have assumed that our review of Contract Documents is limited to NYS contractor scope of work submitted on by E&FS.

Fee Estimate and Schedule

B&L proposes to provide the above described scope of engineering services in accordance with the fee schedule below. The as-needed time and expense task will be invoiced in accordance with our current Standard Billing Rates in effect when the work is performed. Total fee would be \$7,000.

Project Task	Estimated Fee Schedule
Compliance Review Phase (Lump Sum)	\$ 4,000
As-Needed Consulting Assistance (Time & Expense)	\$ 3,000

Mollie Collins, Supervisor
Town of Rotterdam
July 3, 2024
Page 3



We will work diligently to meet the Town's project schedule. If additional services are requested beyond the Scope of Services described herein, those services will be provided on a time and expense basis.

Please contact Don Fletcher or Josh Thomas if you wish to discuss the Scope of Services presented above or to clarify our approach. If this proposal meets with your approval, please countersign below and submit one (1) copy for our records.

We appreciate the opportunity to be of continued service to the Town on this project.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in black ink, appearing to read 'Donald H. Fletcher', is written over a horizontal line.

Donald H. Fletcher
Executive Vice President

A handwritten signature in black ink, appearing to read 'Joshua R. Thomas', is written over a horizontal line.

Joshua R. Thomas, P.E.
Project Engineer

JRT/tlh

Attachment

Authorization

Barton & Loguidice, D.P.C. is hereby authorized by the Town of Rotterdam (Owner) to proceed with the services described herein in accordance with the attached Terms and Conditions.

A handwritten signature in black ink, appearing to read 'Mollie A. Collins', is written over a horizontal line.

Mollie Collins, Supervisor
Town of Rotterdam

A handwritten date '8/19/2024' is written over a horizontal line.

Date

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 301.24

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON & LOGUDICE
FOR PROFESSIONAL ENGINEERING SERVICES FOR EMERGENCY GENERATOR
TANK REPLACEMENT COMPLIANCE ASSISTANCE**

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

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Barton & Loguidice, located at 10 Airline Drive, Suite 200, Albany, New York 12205, for professional engineering services relating to Emergency Generator Tank Replacement Compliance Assistance, in an amount not to exceed seven thousand and 00/100 (\$7,000.00) dollars.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on August 14, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 19, 2024.



Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: August 9, 2024

TO: Town Board

FROM: Charles Jack Dodson, Deputy Supervisor

TITLE OF REQUEST: Barton & Loguidice Agreement – Compliance Review for Emergency Generator Fuel Tank Replacement.

TOWN BOARD MEETING: August 14, 2024

Background Information: The Town is replacing and existing above ground 2,000-gallon single wall fuel tank with a new 2,000-gallon double wall tank for fuel containment at the Rice Road Wellfield.

Evaluation/Analysis: Barton & Loguidice will perform a compliance review of the proposed new fuel system/tank that the Town would like to procure from Environmental & Fuel Systems, LLC, under State Contract, prior to award for a fee of \$7,000.

Recommendation(s): Approve Agreement between the Town and Barton & Loguidice for the compliance review.

Attachment/Document(s): Barton & Loguidice letter dated 7-3-2024.

Compliance with Purchasing Policy: Professional service.

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

July 3, 2024

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

Re: Proposal for Professional Engineering Services
Town of Rotterdam Water Treatment Plant
Emergency Generator Tank Replacement Compliance Assistance
NYSDEC PBS No. 4-601758

File: 702.5090

Dear Supervisor Collins:

Barton & Loguidice, D.P.C. (B&L) appreciates the opportunity to provide the Town of Rotterdam (the Town) with this proposal for Professional Engineering Services to assist with a compliance review for the removal and replacement of the existing 2,000-gallon single wall, aboveground storage tank (AST) used to store diesel fuel for an emergency generator fuel supply, with a new 2,000-gallon double wall AST at the Water Treatment Plant located on 49 Rice Road, Schenectady, New York.

Based on our understanding of the project, the Town is requesting assistance with a compliance review of the proposed New York State (NYS) contract scope of work, submitted by Environmental & Fuel Systems, LLC (E&FS), prior to award of the project.

B&L will provide the following Scope of Engineering Services.

Scope of Engineering Services

Compliance Review Phase (Lump Sum)

- B&L will provide a third party review of the scope of work identified above to ensure compliance with local, state, and federal requirements. A compliance memorandum will be provided to the Town documenting our review of the scope of work, related to the following applicable codes, regulations, and design standards:
 - NYSDEC 6 NYCRR Part 613, Petroleum Bulk Storage.
 - Fire Code of New York State:
 - Chapter 12, Energy Systems.
 - Chapter 50, Hazardous Materials – General Provisions.
 - Chapter 57, Flammable and Combustible Liquids

- National Fire Protection Association (NFPA):
 - Chapter 30, Flammable and Combustible Liquids Code.
 - Chapter 110, Standard for Emergency and Standby Power Systems.
- United States Environmental Protection Agency (USEPA):
 - 40 CFR Part 112, Oil Pollution Prevention Regulation.
- Prior to submission of our memorandum to the Town, we will conduct a meeting onsite to review the scope of work and existing site conditions, and to confirm our understanding of the project.

As-Needed Consulting Assistance (Time & Expense)

- Based on our experience gained working with municipal entities on similarly procured projects, we recommend the addition of this as-needed consulting assistance phase to be utilized upon request for miscellaneous consulting assistance items that may come up during completion of the project. Such items may include attendance at meetings, equipment questions, construction and field change coordination, etc. As the scope of this task is undefined at this time, we recommend an initial budget of \$3,000 to be utilized as needed.

Technical Assumptions

- Attendance at additional meetings beyond the meeting described herein will be provided on a time and expense basis in addition to the fee estimate below.
- Project deliverables will be provided electronically in PDF file format submitted via email.
- Any NYSDEC fees related to registration of the tank(s) is the responsibility of the Owner and is not included in the fee estimate herein. Typically, this fee is \$500 or less.
- We have assumed that our review of Contract Documents is limited to NYS contractor scope of work submitted on by E&FS.

Fee Estimate and Schedule

B&L proposes to provide the above described scope of engineering services in accordance with the fee schedule below. The as-needed time and expense task will be invoiced in accordance with our current Standard Billing Rates in effect when the work is performed. Total fee would be \$7,000.

Project Task	Estimated Fee Schedule
Compliance Review Phase (Lump Sum)	\$ 4,000
As-Needed Consulting Assistance (Time & Expense)	\$ 3,000

Mollie Collins, Supervisor
Town of Rotterdam
July 3, 2024
Page 3



We will work diligently to meet the Town's project schedule. If additional services are requested beyond the Scope of Services described herein, those services will be provided on a time and expense basis.

Please contact Don Fletcher or Josh Thomas if you wish to discuss the Scope of Services presented above or to clarify our approach. If this proposal meets with your approval, please countersign below and submit one (1) copy for our records.

We appreciate the opportunity to be of continued service to the Town on this project.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in black ink, appearing to read 'Donald H. Fletcher', is written over a horizontal line.

Donald H. Fletcher
Executive Vice President

A handwritten signature in black ink, appearing to read 'Joshua R. Thomas', is written over a horizontal line.

Joshua R. Thomas, P.E.
Project Engineer

JRT/tlh

Attachment

Authorization

Barton & Loguidice, D.P.C. is hereby authorized by the Town of Rotterdam (Owner) to proceed with the services described herein in accordance with the attached Terms and Conditions.

A handwritten signature in black ink, appearing to read 'Mollie A. Collins', is written over a horizontal line.

Mollie Collins, Supervisor
Town of Rotterdam

A handwritten date '8/19/2024' in black ink is written over a horizontal line.

Date

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL CONSULTANT SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("Consultant")

The OWNER and the CONSULTANT, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Consultant shall provide, or cause to be provided, the Services set forth in the proposal (PROPOSAL) to which these terms and conditions are attached, and Owner shall pay Consultant for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions is referred to herein as "Agreement".

2.0 General Considerations

A. The standard of care for all professional or related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

D. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

E. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.

G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

H. Unless otherwise included under this Agreement, the parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Consultant under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

J. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater, (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

3.0 Payment for Services

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practice and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

4.0 Additional Services

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances. The Consultant shall furnish services in addition to those set forth in the PROPOSAL if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed; plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

5.0 Dispute Resolution

Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

6.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

7.0 Controlling Law

This Agreement is to be governed by the law of the state in which the project is located.

8.0 Successors, Assigns, and Beneficiaries

Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

9.0 Termination

If Consultant's services related to the project are terminated for any reason, Consultant shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the Owner, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

10.0 Total Agreement/Severability

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.

RESOLUTION NO. 330.25

**TO NEGOTIATE AND EXECUTE TWO (2) AGREEMENTS WITH NATIONAL GRID
TO UPGRADE EXISTING FACILITIES AT THE WASTEWATER TREATMENT
PLANT FOR THE INSTALLATION OF A BACK-UP GENERATOR**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute agreement WR# 31069229 with National Grid located at 1125 Broadway, Albany, NY 12204, to upgrade existing facilities for the installation of a back-up generator including retire 1" service and install 158' of new 2" plastic service, at the Town's Wastewater Treatment Facility located at 26 W. Campbell Road, Rotterdam, New York 12306, in the amount not to exceed twenty six thousand one hundred forty five and 37/100 (\$26,145.37) dollars.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute agreement WR# 31040487 with National Grid located at 1125 Broadway, Albany, NY 12204, to upgrade gas facilities for the installation of a back-up generator including remove existing meter equipment, and to build a new meter assembly with a regulator and 5M meter, at the Town's Wastewater Treatment Facility located at 26 W. Campbell Road, Rotterdam, New York 12306, in the amount not to exceed twenty two thousand nine hundred ninety three and 03/100 (\$22,993.03) dollars.

SECTION 3. This resolution shall become effective October 22, 2025.

DATED: October 22, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: October 15, 2025

TO: Mollie Collins, Town Supervisor

FROM: Peter Comenzo, Senior Planner *PC*

TITLE OF REQUEST: National Grid Gas Service Proposal to upgrade existing facilities at the Waste Water Treatment Plant for the installation of a back-up generator.

TOWN BOARD MEETING: October 22, 2025

Background Information: This gas service upgrade is in support of the installation of a back-up generator including retirement of 1" service line, installation of 158' of new 2" plastic service, removal of existing meter equipment, build new meter assembly with regulator, and installation of a 5M meter.

Evaluation/Analysis: Necessary gas service upgrades to the Town's Waste Water Treatment Facility.

Recommendation(s): Town Board to authorize the Town Supervisor to execute National Grid Gas Service Proposal WR# 31040487 in the amount of \$22,993.03 and Gas Service Proposal WR# 31069229 in the amount of \$26,145.37

Attachment/Document(s): National Grid Gas Service Proposal WR# 31040487 and WR# 31069229.

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): NYS Town Law Article 16
Proposed Local Law of the Year 2024

LEGISLATION WILL BE PREPARED BY: Supervisors Office

August 29, 2025

Town of Rotterdam
Attention: Jack Dodson.
1100 Sunrise Blvd.
Rotterdam, NY 12306 - 2936

Re: Gas Service Proposal WR# 31040487 – 26 W. Campbell Rd, Rotterdam, NY 12306

Attention:

Enclosed please find a Gas Service Proposal to upgrade gas facilities for the installation of a back-up generator including remove existing meter equipment, build new meter assembly with regulator and 5M meter at the above location.

Pursuant to PSC No. 219 Tariff Rule 18.1.2, a gas upgrade for a back-up generator, there is an estimated cost to you in the amount of \$ 22,993.03 plus \$0 in applicable sales tax.

If this Proposal is acceptable, please sign and return this letter. Upon receipt of your acceptance, you will be billed under separate cover in the amount of **\$22,993.03**. This estimate is valid for 90 days from the date of this letter.

The breakdown of these estimated charges are as follows:

Labor, Expenses, & Fringes	\$9,511.43
Materials & Handling (excludes meter)	\$4,750.95
Transportation	\$1,394.05
Overheads	\$7,336.60
Sub-Total	<u>\$22,993.03</u>
Taxes (Exempt)	\$0
Total Estimate Charges	\$22,993.03

This work will be scheduled upon receipt of this signed proposal, payment of invoice, and completion of all responsibilities as outlined in the attached proposal.

Pursuant to PSC No. 219, you are responsible for the actual costs of this project. Upon project completion, costs will be reconciled to actual costs. The Company will subsequently bill you if our costs run over the invoiced amount or refund the difference if costs run below the invoiced amount. You are responsible for all invoiced amounts.

Should you have any questions, please contact me at (518)-949-1054.

Sincerely,
Ann M Catalfamo
Ann Marie Catalfamo
Consumer Representative
Gas Connections
National Grid
1125 Broadway
Albany, NY 12204

I ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS PROPOSAL:

Print Name: _____

Title:
(if applicable) _____

Signature: _____

Date: _____

By signing this agreement, the signatory represents and warrants that he or she is duly authorized and has legal capacity to execute, deliver, and bind the party to this agreement.

GAS SERVICE PROPOSAL WR# 31040487 Town of Rotterdam 1100 Sunrise Blvd Rotterdam, NY 12306 - 2936	
Service Work Request:	31069299
Gas Contractor:	Barton & Loguidice
Customer's Contribution:	\$ 22,993.03
Billing Party:	Hoosick Valley Contractors Inc. 52 Melrose Valley Falls Road Melrose, NY 12121
Customer's Responsibilities:	➤ Return signed Proposal cover letter, if accepted ➤ Provide all necessary right-of-way easements. ➤ Notify National Grid if any changes in the Billing Party occur. ➤ Payment in full, upon receipt of invoice ➤ Provide copy of Tax-Exempt Certificate (if applicable)
National Grid Responsibilities:	Upgrade the existing gas facilities for increased gas load from install of a back-up generator, including removing meter, build a new meter assembly with regulator and 5M meter at 26 W. Campbell Rd, Rotterdam.
Construction Lead Time:	Approximately 4-6 weeks will be necessary for construction. Upon receipt of payments, permits, right-of-way and the signed Agreement, this project will be added to National Grid's construction schedule. Note: Payment must be made upon receipt of invoice. The correct mailing address for payments will be noted on the invoice you receive.
Customer Communications Update:	If a progress report is needed during construction, including the expected date for the Owners project completion, the expected completion date for the utility's work, and confirmation of the expected date for the service connection of permanent power, please contact the Company Job Owner at the number listed below.
Remarks:	This Proposal is based upon projected cost and rate schedule provisions in effect at the date of this proposal and will be withdrawn if not accepted within 90 days of the date of this Proposal. This proposal and all attached documentation are proprietary property of National Grid and can only be used for its intended purpose and shall not otherwise be disclosed.
Prepared By:	<i>Ann Marie Catalfamo</i> <i>Gas Connections (518) 949-1054</i>

August 29, 2025

Town of Rotterdam
Attention: Jack Dodson.
1100 Sunrise Blvd.
Rotterdam, NY 12306 - 2936

Re: Gas Service Proposal WR# 31069229 – 26 W. Campbell Rd, Rotterdam, NY 12306

Attention:

Enclosed please find a Gas Service Proposal to upgrade existing facilities for the installation of a back-up generator including retire 1" service and install 158' of new 2" plastic service at the above location.

Pursuant to PSC No. 219 Tariff Rule 18.1.2, a gas upgrade for a back-up generator, there is an estimated cost to you in the amount of \$26,145.37 plus \$0 in applicable sales tax.

If this Proposal is acceptable, please sign and return this letter. Upon receipt of your acceptance, you will be billed under separate cover in the amount of **\$26,145.37**. This estimate is valid for 90 days from the date of this letter.

The breakdown of these estimated charges are as follows:

Labor, Expenses, & Fringes	\$13,460.62
Materials & Handling	\$855.78
Transportation (incl. Vac Truck Rental)	\$3,565.86
Overheads	\$8,263.11
Sub-Total	\$26,145.37
Taxes (Exempt)	\$0
Total Estimate Charges	\$26,145.37

This work will be scheduled upon receipt of this signed proposal, payment of invoice, and completion of all responsibilities as outlined in the attached proposal.

Pursuant to PSC No. 219, you are responsible for the actual costs of this project. Upon project completion, costs will be reconciled to actual costs. The Company will subsequently bill you if our costs run over the invoiced amount or refund the difference if costs run below the invoiced amount. You are responsible for all invoiced amounts.

Should you have any questions, please contact me at (518)-949-1054.

Sincerely,
Ann M Catalfamo
Ann Marie Catalfamo
Consumer Representative
Gas Connections
National Grid
1125 Broadway
Albany, NY 12204

I ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS PROPOSAL:

Print Name: _____

Title:
(if applicable) _____

Signature: _____

Date: _____

By signing this agreement, the signatory represents and warrants that he or she is duly authorized and has legal capacity to execute, deliver, and bind the party to this agreement.

GAS SERVICE PROPOSAL WR# 31069299 Town of Rotterdam 1100 Sunrise Blvd Rotterdam, NY 12306 - 2936	
Service Work Request:	31069299
Gas Contractor:	Barton & Loguidice
Customer's Contribution:	\$ 26,145.37
Billing Party:	Hoosick Valley Contractors Inc. 52 Melrose Valley Falls Road Melrose, NY 12121
Customer's Responsibilities:	➤ Return signed Proposal cover letter, if accepted ➤ Provide all necessary right-of-way easements. ➤ Notify National Grid if any changes in the Billing Party occur. ➤ Payment in full, upon receipt of invoice ➤ Provide copy of Tax-Exempt Certificate (if applicable)
National Grid Responsibilities:	Replace and upgrade the existing gas service for increased gas load from a back-up generator including retire the 1" service and install 158' of new 2" plastic service at 26 W. Campbell Rd, Rotterdam.
Construction Lead Time:	Approximately 4-6 weeks will be necessary for construction. Upon receipt of payments, permits, right-of-way and the signed Agreement, this project will be added to National Grid's construction schedule. Note: Payment must be made upon receipt of invoice. The correct mailing address for payments will be noted on the invoice you receive.
Customer Communications Update:	If a progress report is needed during construction, including the expected date for the Owners project completion, the expected completion date for the utility's work, and confirmation of the expected date for the service connection of permanent power, please contact the Company Job Owner at the number listed below.
Remarks:	This Proposal is based upon projected cost and rate schedule provisions in effect at the date of this proposal and will be withdrawn if not accepted within 90 days of the date of this Proposal. This proposal and all attached documentation are proprietary property of National Grid and can only be used for its intended purpose and shall not otherwise be disclosed.
Prepared By:	<i>Ann Marie Catalfamo</i> <i>Gas Connections (518) 949-1054</i>

RESOLUTION NO. 331.25

TO AMEND THE SCHEDULE OF FEES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the revised schedule of fees in Chapter 71, Alarms as listed below:

POLICE DEPARTMENT

Chapter 71, Alarms.

A. Alarm installers

(1) Registration with Rotterdam Police Department required annually

B. Initial permit for the installation of an emergency alarm system required

C. Service fees

(1) First year service fee, payable at the time of application for installation

Type of Alarm	Service Fee (If installed between: January 1 - June 30)	Service Fee (If installed between July 1 - December 31)
A - Residential Outside Audible	\$60.00	\$30.00
B - Residential – 3rd Party	\$20.00	\$10.00

(2) Annual service fee payable by January 31 of each succeeding year, upon receipt of bill

Type of Alarm	Yearly Fee
A - Residential Outside Audible	\$ 60.00
B - Residential – 3rd Party	\$ 20.00

D. False alarms

(1) False alarm fees (each false alarm)

Number of False Alarms	Fee
1 through 6	\$0.00
7 and over	\$100.00

(2) Non-permitted premises (each false alarm)

Number of False Alarms	Fee
1	\$0.00
2 through 4	\$50.00

5	\$100.00
6	\$200.00
7 and over	\$400.00

SECTION 2. This resolution shall become effective October 22, 2025.

DATED: October 22, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: October 14, 2025
TO: Rotterdam Town Board
FROM: Deputy Chief William Male
TITLE OF REQUEST: Amendment of alarm fees

TOWN BOARD MEETING: October 22, 2025

Background Information: The Police Department alarm panel, which is monitored by the UCC, is obsolete and no longer being used. The fees for such alarms shall be removed from the Town's Schedule of Fees.

Evaluation/Analysis: N/A

Recommendation(s): Remove the Rotterdam Police Department alarm fees ("Residential – UCC" and "Commercial – UCC") from Chapter 71 of the Rotterdam Town Code.

Attachment/Document(s): Amended schedule of fees showing Police Department omissions.

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): Chapter 71 of the Town Code

LEGISLATION WILL BE PREPARED BY: RPD

Chapter 71, Alarms.

A. Alarm installers

(1) Registration with Rotterdam Police Department required annually

B. Initial permit for the installation of an emergency alarm system required

C. Service fees

(1) First year service fee, payable at the time of application for installation

Type of Alarm	Service Fee (If installed between: January 1 - June 30)	Service Fee (If installed between July 1 - December 31)
A - Residential - UCC	\$80.00	\$40.00
B - Residential Outside Audible	\$60.00	\$30.00
C - Residential – 3 rd Party	\$20.00	\$10.00
D - Commercial - UCC	\$160.00	\$80.00

(2) Annual service fee payable by January 31 of each succeeding year, upon receipt of bill

Type of Alarm	Yearly Fee
A - Residential - UCC	\$ 80.00
B - Residential Outside Audible	\$ 60.00
C - Residential – 3 rd Party	\$ 20.00
D - Commercial - UCC	\$160.00

D. False alarms

(1) False alarm fees (each false alarm)

Number of False Alarms	Fee
1 through 6	\$0.00
7 and over	\$100.00

(2) Non-permitted premises (each false alarm)

Number of False Alarms	Fee
1	\$0.00
2 through 4	\$50.00
5	\$100.00
6	\$200.00
7 and over	\$400.00

RESOLUTION NO. 332.25

**TO AUTHORIZE THE COMPTROLLER TO APPROPRIATE RESERVE FUNDS FOR
THE CURRY ROAD (ROUTE 7) RECONSTRUCTION, BETWEEN ALTAMONT
AVENUE AND DEFOREST STREET PROJECT**

WHEREAS, a public hearing was called for on October 8, 2025, and held on October 22, 2025 for consideration and authorization to appropriate \$176,144.00 from the Repair Reserve within the Water 5 fund for costs associated with the Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street Project, in order to avoid a deficit within the Water 5 fund for 2025; NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Comptroller to appropriate reserve fund balance in Water District 5 from Water 5 Reserve Repair Fund to line item W58340 4889 - W5 Backfill/Pavement Repair, to cover the costs associated with the Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street Project, in the amount not to exceed one hundred seventy six thousand one hundred forty four and 00/100 (\$176,144.00) dollars.

SECTION 2. This resolution shall become effective October 22, 2025.

DATED: October 22, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: 10/10/2025

TO: Mollie A. Collins, Town Supervisor
Town Board

FROM: Alison Grace, Town Comptroller

TITLE OF REQUEST: To approve the use of repair reserves for water 5 fund related repair.

TOWN BOARD MEETING: October 22, 2025

Background Information: Multiple watermain breaks have occurred on Curry Road over the past year, leading to the installation of temporary pavement due to the high traffic volume in that section. Carver Construction was awarded the bid in June 2025 to reconstruct the affected area of Curry Road. Following an approved change order in September 2025, the total project cost amounts to \$176,144.00.

Evaluations/Analysis: The cost of the Curry Road reconstruction will put the 2025 contractual appropriations over budget for the Water 5 fund. The Water 5 fund Repair Reserve is currently holding a balance of \$1,622,275.00.

Recommendation: Based on the background information and analysis provided, I recommend that the Town allocate \$176,144.00 from the Water 5 Repair Reserve to cover the costs associated with the Curry Road reconstruction. This approach will prevent the Water 5 fund from exceeding its contractual appropriations for 2025 and ensure the necessary repair work is completed without adversely impacting the fund's financial stability.

Attachment/Document(s): Approved Board Resolutions and related contracts

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, June 11, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 221.25

**TO ACCEPT AND AWARD BID FOR CURRY ROAD (ROUTE 7)
RECONSTRUCTION, BETWEEN ALTAMONT AVENUE AND DEFOREST STREET**

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

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street, for the Town of Rotterdam, to Carver Construction Inc., located at 26 Corporate Circle, Albany, New York 12203, at the mutual consent of both the Town and Carver Construction Inc., with a bid amount not to exceed, one hundred seventy-three thousand one hundred seventy-four and 00/100 (\$173,174.00) dollars.

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

SECTION 3. This resolution shall become effective June 11, 2025.

DATED: June 11, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on June 11, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

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



Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 3, 2025
TO: Supervisor Collins and Town Board
FROM: Fred Mastroianni, P.E. Town Consultant Engineer
TITLE OF REQUEST: Curry Road Reconstruction Bids
TOWN BOARD MEETING: June 11, 2025

Background Information:

A watermain break occurred on Curry Road, between Altamont Avenue and Deforest Street and temporary pavement was installed to allow traffic flow in this area. Design plans and specifications were prepared to reconstruct this section of road. roadway section. A total of three (3) bids were received.

Evaluation/Analysis:

An evaluation was conducted to determine which company is the lowest responsible bidder. The bids and amounts are as follows:

- Carver Construction, Inc. - \$173,174.00
- Peter Luizzi & Bros Contracting, Inc. - \$215,135.00
- James Maloy Inc. - \$394,000.00

The bids were evaluated, and Carver Construction, Inc. was determined to be the lowest responsible bidder.

Recommendation(s):

I recommend that the Town award the project to Carver Construction, Inc. for the total unit bid price of \$173,174.00. The final cost will be based upon the actual quantities of materials installed and may differ from the above total unit bid price.

Attachment/Document(s):

Attached are each company's bid and summary of bids.

Compliance with Purchasing Policy:

Yes

Effect(s) on Existing Law(s):

None

LEGISLATION WILL BE PREPARED BY: Supervisors Office

CARVER CONSTRUCTION, INC.

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal:

Curry Road Reconstruction, between Altamont Avenue and Deforest Street

SUBMITTED BY: Carver Construction, Inc.
26 Corporate Circle, Albany, NY 12203

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
Town of Rotterdam
Attn: Diane Marco, Town Clerk
1100 Sunrise Boulevard
Rotterdam, NY 12306
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Town in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Town.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

1

Addendum Date

05/30/2025

- B. Bidder has visited the site, conducted a thorough, alert visual examination of the Site and adjacent areas and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by the Town and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Designer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Designer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding;
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Town, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Town of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Town, a purpose of which is to establish bid prices at artificial, non-competitive levels;
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

Bidder will provide all labor, materials, and equipment needed to complete the work in accordance with the plans and specifications and as directed by NYSDOT and the Town. The contractor shall provide a bid for the following are contract pay items based upon the estimated quantities.

CONTRACT BID ITEMS

Item No.	Description	Est. Quantity	Unit Cost	Subtotal
203.02	Unclassified Excav. & Disposal	350 CY	<u>62.00</u>	<u>21,700.00</u>
209.1703	Drainage Struct. Inlet Protection, Prefab.-Temp.	32 LF	<u>48.00</u>	<u>1,536.00</u>
304.12	Subbase Course, Type 2	180 CY	<u>124.00</u>	<u>22,320.00</u>
404.1282	12.5 F2 Top Course Asph.,80 Series Comp.	41 TONS	<u>217.00</u>	<u>8,897.00</u>
404.1989	19 F9 Binder Course Asph.,80 Series Comp.	54 TONS	<u>219.00</u>	<u>11,826.00</u>
404.3789	37.5 F9 Base Course Asph.,80 Series Comp.	144 TONS	<u>164.00</u>	<u>23,616.00</u>
407.0103	Straight Tack Coat	45 GALLONS	<u>2.00</u>	<u>90.00</u>
418.7603	Asph. Pavement Joint Adhesive	375 LF	<u>8.00</u>	<u>3,000.00</u>
608.020102	Asph. Driveways & Bicycle Paths	91 TONS	<u>169.00</u>	<u>15,379.00</u>
609.04010510	C.I.P. Conc. Curb Type VF6	20 LF	<u>225.00</u>	<u>4,500.00</u>
610.1402	Topsoil - Roadside	2 CY	<u>125.00</u>	<u>250.00</u>
610.1601	Turf Establishment Roadside	18 SY	<u>29.00</u>	<u>522.00</u>
619.04	Type III Construction Barricade	30 EA	<u>338.00</u>	<u>10,140.00</u>
619.161401	Modify Exist. Traffic Signal Equipment	1EA	<u>0.00</u>	<u>0.00</u>
619.24	Nighttime Operations	LS	<u>38,128.00</u>	<u>38,128.00</u>
627.50140008	Cutting Pavement	260 LF	<u>2.00</u>	<u>520.00</u>
685.1102	White Epoxy Refl. Pav't. Stripes-20 mil	30 LF	<u>25.00</u>	<u>750.00</u>
685.1202	Yellow Epoxy Refl. Pav't. Stripes-20 mil	160 LF	<u>25.00</u>	<u>4,000.00</u>
699.040001	Mobilization (4%) Max. of above items	LS	<u>6,000.00</u>	<u>6,000.00</u>

TOTAL CONTRACT BID PRICE \$ 173,174.00

One hundred seventy-three thousand, one hundred
seventy-four dollars

If the subtotal cost of items does not equal the total contract bid price, the total contract bid price will be determined as the final bid price and the Town will adjust pricing of items for payment purposes.

SUBMITTED on June 2 2025.

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

N. Long

Signature

Carver Construction, Inc.

Name of Company or Corporation

26 Corporate Circle

Address

Albany
City

NY
State

12203
Zip

(518) 355-6034

Phone Number

estimating@carvercompanies.com

Email

I understand if 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.

ARTICLE 6 - CONTRACTOR SELECTION CRITERIA

The Town will be awarding the project to the lowest cost responsible bidder as determined by the Town. In addition to the bid price, the Town will conduct investigations as deemed necessary to determine the lowest responsible bidder.

ARTICLE 7: NEW YORK STATE DEPARTMENT OF LABOR CONTRACTOR REGISTRATION REQUIREMENT

Effective on December 30, 2024, all contractors and subcontractors submitting bids or performing construction work on public works projects or private projects covered by Article 8 of the Labor Law are required to register with the NYS Department of Labor (NYSDOL) under Labor Law Section 220-i. Specifically, contractors must register with the Department of Labor's Bureau of Public Work and Prevailing Wage Enforcement prior to bidding on public work projects or commencing work on public work projects or covered private projects that are subject to prevailing wage. The state purpose is to ensure that such contractors and subcontractors do not have previous labor law violations and that they will abide by the State's labor laws and regulations, including the prevailing wage requirements. These registration requirements go into effect on December 30, 2024. Consequently, after that date, local governments cannot award a contract for public work to a contractor unless they are registered with the State. The NYS Department of Labor has published FAQs regarding this new requirement. For additional information, please visit the NYSDOT website or contact the Department directly by calling 518-457-5589 or by emailing labor.sm.pwask@labor.ny.gov.

Proof that all contractors and subcontractors must be provided to the Town prior to the award of this contract.

18. Bid Security:

- a. Bid must be accompanied by Bid security made payable to Town in an amount of five (5) percent of Bidder's maximum Bid price (determined by adding the base Bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond issued by a surety.
- b. The Bid security of the apparent Successful Bidder will be retained until Town awards the Contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required Contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required Contract security within 15 days after the Notice of Award, the Town may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Town's exclusive remedy if Bidder defaults.
- c. The Bid security of other Bidders that Town believes to have a reasonable chance of receiving the award may be retained by Town until the earlier of seven days after the Effective Date of the Contract or 45 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- d. Bid security of other Bidders that Town believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

19. Bid Bond:

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

BIDDER (*Name and Address*): Carver Construction, Inc.
26 Corporate Circle
Albany, NY 12203

SURETY (*Name, and Address of Principal Place of Business*): Berkley Insurance Company
412 Mt. Kemble Ave, Suite 310 N
Morristown, NJ 07960

TOWN (*Name and Address*):
Town of Rotterdam
Department of Public Works
1100 Sunrise Boulevard
Rotterdam, New York, 12306

BID

Bid Due Date: June 2nd, 2025

Description (*Project Name*): Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street

BOND

Bond Number: N/A

Date: May 29th, 2025

Penal sum Five Percent of Bid $\times$ 5% of Bid
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Carver Construction, Inc.

Bidder's Name and Corporate Seal

By: N L
Signature

Print Name Nick Laranay

Title Executive Director

Attest:

Gabe Hanoufa
Signature
Title Estimator

SURETY

Berkley Insurance Company

Surety's Name and Corporate Seal

By: M V
Signature (Attach Power of Attorney)

Print Name Jaclyn M. Kelly

Title Attorney-In-Fact

Attest:

Alissa M. Cottrell
Signature
Title Bond Representative

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

- a. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Town upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Town's sole and exclusive remedy upon default of Bidder.
- b. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Town) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- c. This obligation shall be null and void if:
 - c.1 Town accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Town) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - c.2 All Bids are rejected by Town, or
 - c.3 Town fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- d. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Town, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- e. Surety waives notice of any and all defenses based on or arising out of any time extension to issue the Notice of Award agreed to in writing by Town and Bidder, provided that the

- total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
- f. No suit or action shall commence under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
 - g. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
 - h. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
 - i. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
 - j. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
 - k. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

NOTARIAL JURAT

INDIVIDUAL ACKNOWLEDGEMENT

State of _____]
County of _____] ss:
On this _____ day of _____, _____ before me personally appeared _____,

known to me to be the person _____ described in and who executed the foregoing instrument, and _____ he duly acknowledged to me that _____ he executed the same.

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT

State of _____]
County of _____] ss:
On this _____ day of _____, _____ before me personally appeared _____,

known to me to be a member of the firm of _____ described in and which executed the foregoing instrument, and _____ he thereupon acknowledged to me that _____ he executed the same as and for the act and deed of said firm.

Notary Public

CORPORATION ACKNOWLEDGEMENT

State of New York]
County of Albany] ss:
On this 2nd day of June, 2025 before me personally appeared _____,

Nick Laraway
to me known, who being by me duly sworn, did depose and say: that _____ he resides at Schenectady, New York; that he is Executive Director of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Melissa K. Vivenzio
MELISSA K. VIVENZIO Notary Public
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01VI6092777
Qualified in Albany County
Commission Expires May 27, 2027

SURETY ACKNOWLEDGEMENT

State of New York]
County of Schenectady] ss:
On this 29th day of May, 2025 before me personally appeared Jaclyn M. Kelly,

to me known, who being by me duly sworn, did depose and say: that she resides in the City of Scotia, New York; that she is the Attorney-In-Fact of the above signed surety, the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that she signed her name thereto by like order.

LAURIE W. GIBSON
Notary Public-State of New York
No. 4945994
Qualified in Saratoga County
Commission Expires January 27, 2027

Laurie W. Gibson

Notary Public

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Deborah L. Kruman; Jeanne M. Maloy; Jaclyn M. Kelly; Kara M. Epperson; Matthew Cronin; or Noelle S. Burkins of Marshall & Sterling Upstate, Inc. of Scotia, NY* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22nd day of January, 2024.



Attest:

By

Ira S. Lederman
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 22nd day of January, 2024, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



under my hand and seal of the Company, this 29th day of May, 2025.

Vincent P. Forte
Vincent P. Forte

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET DECEMBER 31, 2024 (AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	\$ 17,442,154
Common & Preferred Stocks	6,072,102
Cash & Short Term Investments	1,285,112
Premiums Receivable	2,832,359
Other Assets	<u>4,382,011</u>
<u>Total Admitted Assets</u>	<u>\$ 32,013,737</u>

Liabilities & Surplus

Loss & LAE Reserves	\$ 16,228,078
Unearned Premium Reserves	5,059,433
Other Liabilities	<u>1,304,351</u>
<u>Total Liabilities</u>	<u>\$ 22,591,863</u>
Common Stock	\$ 43,000
Preferred Stock	10
Additional Paid In Capital	3,014,269
Unassigned Surplus	<u>6,364,595</u>
<u>Total Policyholders' Surplus</u>	<u>\$ 9,421,874</u>
<u>Total Liabilities & Surplus</u>	<u>\$ 32,013,737</u>

Officers:

President: William Robert Berkley, Jr.
Secretary: Philip Stanley Welt
Treasurer: Richard Mark Baio
Asst. Treasurer: Bertman Adam Braud, Jr.
Asst. Secretary: Michelle Rene Rodemyer
Asst. Treasurer: Ted William Rogers

Directors:

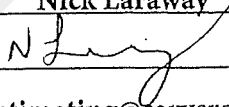
William Robert Berkley
(Executive Chairman)
William Robert Berkley, Jr.
Philip Stanley Welt
Richard Mark Baio
Paul James Hancock
Carol Josephine LaPunzina
James Gerald Shiel

NON-COLLUSION BIDDING CERTIFICATION

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

Name of Company: Carver Construction, Inc.

Signed by: Nick Laraway Title: Executive Director

Signature:  Date: 06/02/2025

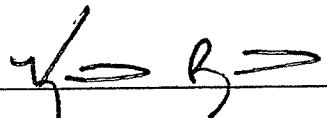
Email: estimating@carvercompanies.com

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

Resolved that Nick Laraway be authorized to sign and submit the bid or proposal of this corporation for Curry Road Reconstruction 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 Carver Construction, Inc. corporation at a meeting of its board of directors held on the 15th day of April, 2025.

(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 Contractor/Company: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS

Carver Construction, Inc.

(NAME OF CORPORATION)

"Resolved that

Nick Laraway,

(Person Authorized to Sign)

Executive Director

(Title)

of Carver Construction, Inc. authorized to sign and submit Bid for this corporation for
(Name of Corporation)

the following project:

Town of Rotterdam - Curry Road Reconstruction

and to include in such bid the certificate as to non collusion, and for any inaccuracies or
misstatements in such certificate this corporate Bidder shall be liable under penalties of perjury.

The foregoing is true and correct copy of resolution adopted by:

Carver Construction, Inc.

(NAME OF CORPORATION)

At meeting of its Board of Directors held on the

15th

day of

April,

2025

By

Kenneth Barth

Title

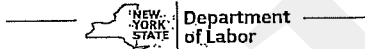
Kenneth Barth / Corp. Secretary

26 Corporate Circle, Albany, NY 12203
Incorporated in the State of New York

(SEAL)

The above form must be completed if the Bidder is a corporation

WE ARE YOUR DOL



DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and
Covered Private Construction Projects in the State of New York,
Subject to the Prevailing Wage Requirements of
NYS Labor Law Article 8

Carver Construction Inc.
DBA: Carver Construction
2170 River Rd
Coeymans, New York 12045
Phone Number: 5183556034
Registration Number: 24-634S9-CR
Date of Issue: 2024-12-02
Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

A handwritten signature in black ink, appearing to read "Roberta Reardon".

Roberta Reardon
Commissioner
New York State Department of
Labor



June 11, 2025
Page 131

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Carver Construction, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 26 Corporate Circle 6 City, state, and ZIP code Albany, NY 12203 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
OR								
Employer identification number								
1	4	-	1	7	1	6	4	7 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Melissa K. Vivenzio</i>	Date <i>03/10/2025</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

NYS Vendor ID: 1000043756

Vendor Name: Carver Construction

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:							
1.	Agency/Owner Coeymans Landing Riverfront Park/ Town of Coeymans				Award Date 4/19/2022	Amount \$1,346,645.00	Date Completed 9/30/2023
	Contact Person George McHugh		Telephone No. (518) 756-6006	Designer Architect and /or Design Engineer MJ Engineering and Land Surveying, P.C.			
	Contract No. 1079.007	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
2.	Agency/Owner Yates Village II LLC/Pennrose, LLC				Award Date 11/5/2021	Amount \$6,806,790.97	Date Completed 3/31/2024
	Contact Person Adam Kinkel		Telephone No. (203) 515-609#	Designer Architect and /or Design Engineer Wallace Roberts & Todd, LLC			
	Contract No. J6205132	Prime or Sub Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
3.	Agency/Owner City of Saratoga Springs				Award Date 9/7/2021	Amount \$3,113,589.24	Date Completed 11/30/2023
	Contact Person John Campbell		Telephone No. (518) 605-3224	Designer Architect and /or Design Engineer Creighton Manning Engineering, LLP			
	Contract No. 2021-16	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
4.	Agency/Owner NYS Rt 43 Water Improvements/ Town of North Greenbush				Award Date 3/19/2021	Amount \$3,729,281.29	Date Completed 12/20/23
	Contact Person Edwin Droz		Telephone No. (518) 458-7112	Designer Architect and /or Design Engineer Laberge Group			
	Contract No. 2016036	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
5.	Agency/Owner Raw Water Transmission Upgrades-Phase 1 / MVWA				Award Date 3/23/2022	Amount \$5,383,319.80	Date Completed 9/20/2024
	Contact Person Jason Pledger		Telephone No. (315) 956-6604	Designer Architect and /or Design Engineer Ramboll Americas Engineering Solutions, Inc.			
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable

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June 11, 2025
Page 133

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

NYS Vendor ID: 1000043756

Vendor Name: Carver Construction

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:						
6.	Agency/Owner Columbia Street / City of Cohoes - Dept. Of Public Works			Award Date 10/1/2021	Amount \$4,829,867.21	Date Completed 12/06/23
	Contact Person Emily Carlson	Telephone No. (518) 250-7303	Designer Architect and /or Design Engineer Arcadis			
	Contract No. 30056290	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
7.	Agency/Owner Scotia Glenville MHBH Trail / Town of Glenville			Award Date 8/10/2023	Amount \$802,133.09	Date Completed 5/31/2024
	Contact Person Anthony Christian	Telephone No. (518) 446-0396	Designer Architect and /or Design Engineer Creighton Manning Engineering, LLP			
	Contract No. n/a	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
8.	Agency/Owner City of Schenectady/Jerry Burrell Park			Award Date 12/12/2022	Amount \$1,322,888.71	Date Completed 7/19/2024
	Contact Person Christopher Wallin	Telephone No. (518) 382-5082	Designer Architect and /or Design Engineer City of Schenectady Dept of Engineering			
	Contract No. 2022-264	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
9.	Agency/Owner Clinton North & Barrett Street / Metroplex Development Corp.			Award Date 3/1/2023	Amount \$1,286,649.65	Date Completed 9/25/2024
	Contact Person Christopher Dooley or Traci Sousa	Telephone No. (518) 371-0799	Designer Architect and /or Design Engineer M.J. Engineering and Land Surveying, P.C.			
	Contract No. 617.49	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
10.	Agency/Owner Gateway Mobility Hub for CDTA			Award Date 9/6/2022	Amount \$3,328,997.52	Date Completed 04/19/2024
	Contact Person Curtis Taylor	Telephone No. (518) 892-7726	Designer Architect and /or Design Engineer Creighton Manning Engineering, LLP			
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Carver Construction

NYS Vendor ID: 1000043756

Question 3.1: List all current uncompleted construction contracts:

1.	Agency/Owner CDTA 2024 Bus Station Infrastructure Improvements			Award Date 4/24/2024		Completion Date 5/31/2025	
	Contact Person Kevin McAlonen		Telephone No. (518) 446-0396	Designer Architect and /or Design Engineer Creighton Manning Engineering, LLP			
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount \$2,973,145.00	Amount Sublet to others \$1,376,488.00	Uncompleted Amount \$1,088,408.68		
2.	Agency/Owner Mountain View Meadows / C&M Holdings			Award Date 7/23/2024		Completion Date 5/31/2025	
	Contact Person Michael Robertson		Telephone No. (518) 899-5243	Designer Architect and /or Design Engineer Lansing Engineering			
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount \$5,669,145.00	Amount Sublet to others \$0.00	Uncompleted Amount \$4,735,256.00		
3.	Agency/Owner Frankfort Water System Improvements			Award Date 11/17/2024		Completion Date 6/30/2025	
	Contact Person Roy Richardson		Telephone No. (315) 457-520	Designer Architect and /or Design Engineer Barton & Logudice			
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount \$6,613,145.00	Amount Sublet to others \$801,182.95	Uncompleted Amount \$1,034,703.01		
4.	Agency/Owner MVWA Raw Water Transmission Phase 2			Award Date 4/1/2019		Completion Date 12/31/2025	
	Contact Person Dan Faldzinski / MVWA		Telephone No. (315) 792-0301	Designer Architect and /or Design Engineer Environmental Design & Research			
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount \$9,434,145.00	Amount Sublet to others \$700,000.00	Uncompleted Amount \$9,434,145.00		

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Carver Construction

NYS Vendor ID: 1000043756

Question 3.1: List all current uncompleted construction contracts:

5.	Agency/Owner Replacement of CR 41 (Echer Hollow Road) Culvert			Award Date 10/15/2024	Completion Date 7/31/2025
	Contact Person Chuck Stanton	Telephone No. (315) 455-2000	Designer Architect and /or Design Engineer C&S Companies		
	Contract No. LD040438	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
			Total Contract Amount \$629,145.00	Amount Sublet to others \$80,000.00	Uncompleted Amount \$629,145.00
6.	Agency/Owner Voorheesville CSD Transportation Facility Site Work			Award Date 2/28/2024	Completion Date 4/30/2025
	Contact Person Marcus Altarac	Telephone No. (518) 479-4000	Designer Architect and /or Design Engineer Mosaic Associates Architects, DPC		
	Contract No. Site	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
			Total Contract Amount \$5,138,883.00	Amount Sublet to others \$1,198,285.00	Uncompleted Amount \$933,980.53
7.	Agency/Owner Houghtaling Island Sand Harvesting			Award Date 1/16/2024	Completion Date 1/28/2026
	Contact Person Devon Hinds	Telephone No. (518) 273-0870	Designer Architect and /or Design Engineer Dept of the Army, NY District, Corps of Engineers		
	Contract No. W912DS24C	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
			Total Contract Amount \$5,641,657.72	Amount Sublet to others \$0.00	Uncompleted Amount \$1,812,794.41
8.	Agency/Owner CR 24 (Spier Falls Rd) Culvert Replacement / Saratoga County			Award Date 7/26/2024	Completion Date 6/30/2025
	Contact Person Greg Ball	Telephone No. (518) 885-2235	Designer Architect and /or Design Engineer CPL Architecture		
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
			Total Contract Amount \$981,145.00	Amount Sublet to others \$249,978.21	Uncompleted Amount \$981,145.00

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Carver Construction

NYS Vendor ID: 1000043756

Question 3.1: List all current uncompleted construction contracts:

9.	Agency/Owner Maintenance Dredging of Esopus Creek / US Army Corp of Engineers, NY District			Award Date 9/13/2024	Completion Date 9/12/2025
	Contact Person Michael McCue		Telephone No. (917) 790-8799	Designer Architect and /or Design Engineer US Army Corp of Engineers, NY District	
	Contract No. W912DS24B0	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
			Total Contract Amount \$2,917,901.00	Amount Sublet to others \$0.00	Uncompleted Amount \$577,279.50
10.	Agency/Owner Gloversville-Johnstown Joint Wastewater Treatment Facility Emergency Slope Repai			Award Date 10/7/2024	Completion Date 12/31/2024
	Contact Person Robert Jobin		Telephone No. (518) 898-9521	Designer Architect and /or Design Engineer Greenman Pedersen Inc.	
	Contract No. PO 14081-A	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
			Total Contract Amount \$1,032,145.00	Amount Sublet to others \$0.00	Uncompleted Amount \$485,377.76
Grand Total All Uncompleted Contracts					\$21,712,234.89



Carver Construction Incorporated
PO Box 890, 2170 River Rd | Coeymans, NY 12045
Phone: 518-355-6034

References

Albany Hudson Electric Trail	
• Christopher Cornwell, PE, GPI	Cell (518) 852-4269
City of Schenectady Emergency Work	
• Paul LaFond, City of Schenectady	Cell (518) 378-0835
North Ferry Street Force Main	
• Michael Miller, PE, CHA	Cell (518) 369-8991
NYS Office of General Services Tire Abatement	
• Mark Dore, PE, GPI	Cell (518) 415-0505
Upper Washington Pressure Tank	
• Rebecca Caldon, PE, City of Albany	Cell (518) 410-9231
TW&A Construction Management	
• Tom Wilson, Principal	Cell (518) 694-6785
Tempel Lane Ext	
• Edward Opatkiewicz, PE, GPI	Cell (518) 424-7308
EJ Prescott Inc.	
• Tadd Beatie	Cell (518) 242-6115
Siena Fence Co. Inc.	
• Jeremy Lawrence	Cell (518) 509-3802
Stilsing Electric Inc.	
• Mike Stilsing	Cell (518) 376-0863
Zehr's Flowers and Landscaping	
• Jory Proulx	Office (315) 376-3086
Key Bank	
• 66 South Pearl Street, Albany	Office (518) 257-8415



Carver Construction, Inc.

PO Box 890
2170 River Road
Coeymans, NY 12045
(518) 355-6034 phone
AP: construction-ap@carvercompanies.com

Credit Reference Sheet

In Business since: 01/26/1989
Nature of Business: Construction

Tax ID #: 14-1716470
Duns #: 833117661

Officer:

Carver Laraway (President) 2170 River Road, Coeymans, NY 12045 (518) 355-6034

Surety Reference:

Berkley Insurance Company, 60 E. 42nd St., Ste 1800, New York, NY 10165
Contact: Marshall Sterling Upstate, Inc. (Bond Manager) Andrea Carpenter
25 Mohawk Ave., Scotia, NY 12302 email: acarpenter@marshallsterling.com
Phone: (518) 384-1100 EXT. 1376

Bank Reference:

Key Bank, 66 South Pearl St., Albany, NY 12207, (518) 257-8415 phone, (866) 573-0101 fax
Contact: Joe Bucciero email: Joe_Bucciero@keybank.com Account #329681366871

Suppliers References:

Core & Main, 1830 Craig Park Court, St. Louis, MO, 63146 (314) 995-9117
fax: (314) 432-8481 jaclyn.hailstone@coreandmain.com Account #203779

Everett J. Prescott, Inc., 198 Ushers Road, Round Lake, NY 12151 (518) 877-6737
fax: (518) 877-6740 helena.stewart@ejprescott.com Account #18336

JC Smith, Inc., 345 Peat St., Syracuse, NY 13210 (315) 428-9903
fax: (315) 428-9841 churley@jcsmithinc.com Account #003397

FW Webb Company, 106 Middlesex Turnpike, Bedford, MA 01730 (518) 472-9322
fax: (518) 472-9399 victoria.carrk@fwwebb.com Account #108463

www.carvercompanies.com

Carver Construction, Inc.

Equipment List - Large Equipment

Equip #	Make	Model	Description	Year	Condition
206	John Deere	544H	4-Wd Articulated Wheel Loader	2003	Fair
248	Kawasaki	70Z7	4-Wd Articulated Wheel Loader	2015	Good
249	Kawasaki	95ZV-2	4-Wd Articulated Wheel Loader	2002	Fair
263	Catepillar	906M	4-Wd Articulated Wheel Loader	2018	Good
284	Catepillar	930M	4-Wd Articulated Wheel Loader	2017	Good
287	Catepillar	938M	4-Wd Articulated Wheel Loader	2020	Excellent
293	Catepillar	930M	4-Wd Articulated Wheel Loader	2018	Good
23001	Catepillar	930M	4-Wd Articulated Wheel Loader	2022	Excellent
26012	Bobcat	WS24	Wheel Saw attachment for Loader	2022	Excellent
329	Catepillar	735B	Haul Truck	2014	Good
330	Catepillar	735B	Haul Truck	2014	Good
355	Catepillar	730	Haul Truck	2019	Excellent
365	Catepillar	730C2	Haul Truck	2019	Excellent
525	John Deere	80C	Crawler Mounted Hydraulic Excavator	2005	Fair
535	Link Belt	135	Crawler Mounted Hydraulic Excavator	2008	Fair
539	Link Belt	350 X3	Crawler Mounted Hydraulic Excavator	2011	Good
546	Catepillar	336E	Crawler Mounted Hydraulic Excavator	2012	Good
549	Catepillar	328DLCR	Crawler Mounted Hydraulic Excavator	2014	Good
550	Catepillar	336F	Crawler Mounted Hydraulic Excavator	2015	Good
552	Link Belt	235MSR	Crawler Mounted Hydraulic Excavator	2015	Good
555	Catepillar	336F	Crawler Mounted Hydraulic Excavator	2015	Good
564	Link Belt	145x3	Crawler Mounted Hydraulic Excavator	2016	Good
576	John Deere	250G LC	Crawler Mounted Hydraulic Excavator	2012	Good
580	Kobelco	SK140	Crawler Mounted Hydraulic Excavator	2019	Excellent
585	Catepillar	M315F	Wheel Mounted Hydraulic Excavator	2020	Excellent
590	John Deere	50G	Crawler Mounted Hydraulic Excavator	2020	Excellent
591	Catepillar	349FL	Crawler Mounted Hydraulic Excavator	2019	Excellent
597	John Deere	85G	Crawler Mounted Hydraulic Excavator	2018	Excellent
598	John Deere	210G LC	Crawler Mounted Hydraulic Excavator	2017	Excellent
5004	Catepillar	335	Crawler Mounted Hydraulic Excavator	2022	Excellent
5005	John Deere	75G	Crawler Mounted Hydraulic Excavator	2022	Excellent
615	John Deere	700J LT	Standard Crawler Dozer	2012	Good
622	Catepillar	D5K2 LGP	Lgp Crawler Dozer w/ GPS	2019	Excellent
623	John Deere	650K	Lgp Crawler Dozer	2016	Good
626	Catepillar	D6K LGP	Lgp Crawler Dozer	2020	Excellent
630	John Deere	700K LGP	Lgp Crawler Dozer	2022	Excellent
631	Catepillar	D6K LGP	Lgp Crawler Dozer	2023	Excellent
703	John Deere	410L	Tractor-Loader-Backhoe	2017	Excellent
704	John Deere	310SL	Tractor-Loader-Backhoe	2015	Good
1119	Bomag	BW-156DH-3	Roller	2012	Good
1133	Catepillar	CB36B	Roller	2016	Good
1136	Weiler	P385B	Paver	2022	Excellent
1137	VT Leeboy	150/250	Tack Coat Tub	2020	Excellent
1139	Dynapac	CC4200	Double Drum Roller	2018	Excellent
1257	JLG	600S	Telescopic Manlift	2006	Fair
2207	Bandit		Chipper	2020	Excellent
2548	New Holland	C245	Compact Track Loader	2019	Excellent
2553	New Holland	C245	Compact Track Loader	2020	Excellent
2556	Catepillar	262D	Skid Steer Loader	2016	Good
2572	Catepillar	299D3	Compact Track Loader	2023	Excellent

(also have attachments, generators, compressors, lights, pressure washers, small tools, pumps, etc.)

And many more Trucks, trailers, haul trucks, loaders, excavators, dozers, backhoes, lifts, cranes, conveyors, welders, graders, skid steers, tractors, sweeper trucks, sweeper attachments, & milling attachments

WE ARE YOUR DOL



Kathy Hochul, Governor
Roberta Reardon, Commissioner

Apprenticeship Training Central Office
New York State Department of Labor
W. Averell Harriman State Office Campus
Building 12, Room 450, Albany, NY 12226
ATCO@labor.ny.gov

March 21, 2024

Dear Thomas Marron:

I am writing in response to your email dated March 21, 2024 requesting verification of a NYS DOL approved apprenticeship program.

Our records indicate that Carver Construction Inc. (Skilled Construction Craft Laborer and Operating Engineer-Heavy Equipment programs) have an approved Apprenticeship program with the State of New York.

Please be advised that our revised regulations Part 601.8(d) requires sponsors to submit lists of signatory contractors at time of program application (for new programs) and at time of program recertification (for existing programs). A list of NYSDOL Registered Apprenticeship Programs may be found at the following web address: <https://dol.ny.gov/list-active-sponsors>

Thank you,

Apprenticeship Training Central Office



New York State VendRep System Vendor Responsibility For-Profit Construction (CCA-2) Form

CERTIFICATION:

The undersigned, recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York's contracting entities in making a responsibility determination regarding an award of a contract or approval of a subcontract; acknowledges that the State, or its contracting entities, may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; and acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 175.35 or a misdemeanor under Penal Law Section 175.30 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of their knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the state's contracting entities or the Office of the State Comptroller prior to the award and/or approval of a contract, or during the term of the contract.

Reminder:

When filing the vendor responsibility questionnaire online via this System, the Business Entity must indicate to each bid/proposal submitted to a contracting entity that the required questionnaire has been electronically filed.

Also note that the VendRep System Timeliness Standard requires a Business Entity filing a questionnaire via the VendRep System to update and certify their questionnaire within six months prior to the bid/proposal due date or other contracting entity defined due date.

Legal Business Name: CARVER CONSTRUCTION INC
Certifier's Name: Nick Lamway
Certifier's Title: COO
Certification Date: Oct 1, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marshall & Sterling Upstate, Inc. 25 Mohawk Avenue Scotia NY 12302	CONTACT NAME: Kara Mcperson PHONE (A/C, No, Ext): (518) 384-1100 FAX (A/C, No): (518) 384-0193 E-MAIL: kmcperson@marshallsterling.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Technology Insurance Company 42376 INSURER B: Wesco Insurance Company 25011 INSURER C: Great Divide Insurance Company 25224 INSURER D: Colony Specialty Insurance Company 36927 INSURER E: Merchants Mutual Insurance Company 23329 INSURER F: Pennsylvania Manufactures Indemnity 12262
INSURED Carver Construction, Inc. 2170 River Road P.O. Box 890 Coeymans NY 12045	

COVERAGES CERTIFICATE NUMBER: CL2492772737 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Deductible: \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: C ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER: Contractors Pollution			TPP107286509	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 POLLUTION LIABILITY LIMITS \$3M Occur/5M Aggr
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			WPP182513905 Hired Car Physical Damage	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Additional \$ 150,000
E	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$ 10,000			CUP203597612	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 PER STATUTE ☒ OTH-ER ☐
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WVC3746525 (incl USL&H) WC & Employers Liability applies to: MA, NC, SC, NY	10/1/2024	10/1/2025	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F	Excess Liability (2nd Layer)			34542902	10/1/2024	10/1/2025	Each Occurrence \$5,000,000
D	Inland Marine			IM2555224	10/1/2024	10/1/2025	Single Conveyance \$500,000 Deduct/10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeanne Maloy/DWOOD

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February 4, 2025

Carver Construction, Inc.
c/o Carver Companies
2170 River Road, P.O. Box 890
Coeymans, NY 12045

RE: Worker's Compensation Experience Modification Rating

To Whom It May Concern:

Marshall + Sterling Upstate, Inc., is the insurance agent for Carver Construction, Inc. Please allow this letter to serve as confirmation of their Worker's Compensation Experience Modification Rate (EMR) for the following years:

Rating Effective Date	Experience Modification Rate
10/1/2024-2025	.91
10/1/2023-2024	1.11
10/1/2022-2023	1.03

Should you need any additional information, please do not hesitate to contact the Office.

Sincerely,

Debbie Wood
Debbie Wood

Assistant Client Services Specialist
Marshall + Sterling Upstate Inc.
25 Mohawk Avenue
Scotia, N.Y. 12302
dwood@marshallsterling.com



2170 River Road, Coeymans, New York 12045
T: (518) 355-6034

Equal Employment Opportunity Policy

Carver Companies is committed to providing a non-discriminatory employment environment for its employees.

The policy of Carver Companies is to fully comply with applicable federal, state and local laws, rules and regulations, in the area of non-discrimination in employment. Discrimination against employees and applicants due to race, color, religion, sex, national origin, disability, age, military and veteran status is prohibited. Sexual Harassment is also prohibited. Violations of this policy will be subject to discipline, up to and including termination.

Equal employment opportunity and non-discriminatory commitments include but are not limited to the areas of hiring, promotion, demotion, transfer, recruitment, discipline, layoff, termination, compensation rate, and any company sponsored training.

All employees are expected to comply with this Equal Employment Opportunity Policy. Managers and supervisors who are responsible for meeting business objectives are expected to cooperate fully in meeting Carver Companies equal employment opportunity objectives.

Any employee who believes he or she has been discriminated against must immediately report any incident to the company's designated EEO Officer.

The company will not tolerate retaliation against any employee who reports acts of discrimination or provides information in connection with any such complaint.

If you have any questions regarding this policy, please contact Sybil Laraway, Human Resources Officer and designated EEO Officer for Carver Companies, at 518-355-6034, or by email slaraway@carvercompanies.com

A handwritten signature in black ink, appearing to read "Sybil Laraway", with a long, sweeping horizontal line extending to the right.

Sybil Laraway, PHR, SHRM-CP

Human Resources Officer

Companies

slaraway@carvercompanies.com

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

BID FOR: Curry Road (Route 7) Reconstruction, Between Altamont Avenue and Deforest Street
DATE OF TB MTG. & RESOLUTION #: 5/14/25 Res #181.25
DATE BID PACKETS BECOME AVAILABLE: 5/15/25

DATE PUBLISHED IN NEWSPAPER: 5/16/25
DATE & TIME BIDS TO BE OPENED: 6/2/25 @11:00am

# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	Contract #s	BID Amount	Comments
1	6/2/2025 @ 10:19am	GB	Peter Luizzi & Bros. Contracting, Inc	857 1st Street Watervliet, NY 12189	Rick Yarter	(518)482-8954		\$215,135.00	
2	6/2/2025 @ 10:24am	DM	Carver Consstruction, Inc estimating@carvercompanies.com	26 Corporate Circle Albany, NY 12203	Tim Zukas	(518)728-8283		\$173,174.00	
3	6/2/2025 @ 10:45am	DM	James Maloy Inc ssprague@jhmalo.com	P.O. Box 11016 Loudonville, NY 12211	Steve Sprague	(518)438-7881		\$394,000.00	

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 10, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 281.25

TO NEGOTIATE AND EXECUTE CHANGE ORDER NO. 1 TO AN EXISTING AGREEMENT WITH CARVER CONSTRUCTION FOR THE CURRY ROAD (ROUTE 7) RECONSTRUCTION, BETWEEN ALTAMONT AVENUE AND DEFOREST STREET PROJECT

THEREFORE, UPON MOTION OF Councilmember DODSON, seconded by Councilmember GALLUCCI,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute Change Order No. 1 to an existing agreement with Carver Construction, located at 26 Corporate Circle, Albany, NY 12203, for additional material costs to the Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street, in an amount not to exceed two thousand nine hundred seventy and 00/100 (\$2,970.00) dollars, for a new total agreement amount not to exceed one hundred seventy six thousand one hundred forty four and 00/100 (\$176,144.00) dollars.

SECTION 2. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

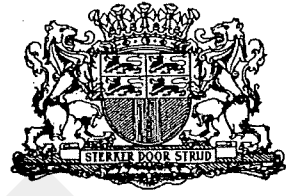
Diane M. Marco

Diane M. Marco, Town Clerk



TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: August 26, 2025

TO: Supervisor Collins and Town Board

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

TITLE OF REQUEST: Curry Road Reconstruction Change Order

TOWN BOARD MEETING: September 10, 2025

Background Information: Carver Construction Completed the pavement reconstruction on Curry Road at the location of a previous water main break. The agreement between Carver and the Town was based upon quantities of installed materials. There were some materials installed that were above and below the estimated quantities. The end result is a cost increase of \$2,970.00.

Evaluation/Analysis: The additional cost is based upon the bid price for each pay item and the quantities of materials that were actually installed.

Recommendation(s): I recommend that the Town approve the change order amount, which is \$2,970.00

Attachment/Document(s): Attached is the summary of all bid items and the change order amount.

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): None

LEGISLATION WILL BE PREPARED BY: Supervisors Office



CHANGE ORDER REQUEST

PROJECT NAME: Curry Road Reconstruction
CLIENT: Town of Rotterdam
PROJECT ADDRESS: 1926 Curry Rd, Schenectady, NY 12303

COR TITLE: Overrun Quantities
COR NO.:001

Carver Construction has requested a Change Order for the following described services:

COR DETAILS

COR Proposal Initiation Date: 07/01/25

COR Type: Quantity Overrun

Source:

COR Description: Estimated quantities differed from field measured quantities.

Amount requested for Change Order is \$2,970.00.

ATTACHED EXHIBITS

AIA DOCUMENT G703

AIA DOCUMENT G703

APPLICATION NUMBER:
PERIOD TO:
APPLICATION DATE:
PROJECT NO.
PAGE

1
07/31/25
08/02/25
0125-016
2

Original contract amount

change order-
amount

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, September 24, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 296.25

TO AUTHORIZE A FINAL PAYMENT AND RELEASE OF RETAINAGE TO CARVER CONSTRUCTION, INC.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute all documents for the release of retainage and issue final payment to Carver Construction, Inc., 26 Corporate Circle, Albany, NY 12303, for the Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street Project, in the total amount, not to exceed eight thousand eight hundred seven and 20/100. (\$8,807.20) dollars.

SECTION 2. This resolution shall become effective September 24, 2025.

DATED: September 24, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 24, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 29, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: September 9, 2025

TO: Mollie Collins – Town Supervisor

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

TITLE OF REQUEST: Authorize Release of Retainage for Curry Road Reconstruction.

TOWN BOARD MEETING: September 24, 2025

Background Information: Carver Construction, Inc. is the contractor for Curry Road Reconstruction.

Evaluation/Analysis: Project is complete. Final payment needs to be authorized by the Town Board in order to issue final payment to the contractor.

Recommendation(s): Authorize the Supervisor and/or Town Comptroller to execute all documents necessary to release final payment to Carver Construction, Inc., 26 Corporate Circle, Albany, NY 12303

Attachment/Document(s): Payment App #2 in the amount of \$8,807.20.

Compliance with Purchasing Policy:

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

LEGISLATION WILL BE PREPARED BY:

TO: Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, NY 12306

PROJECT: Curry Road Reconstruction

APPLICATION NO.: 2
PERIOD TO: 8/31/2025

APPLICATION DATE: 9/9/2025

PAGE 1
OF 3

FROM: Carver Construction, Inc.
26 Corporate Circle
Albany, NY 12303

ENGINEER: FCM Engineering, PLLC

PROJECT NO: 0125-016
CONTRACT DATE: 6/13/2025

APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the (Sub)Contract. Continuation Sheet(s) is attached.

1. ORIGINAL (SUB)CONTRACT SUM	173,174.00
2. Net change by Change Orders	2,970.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	176,144.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on Continuation Sheet)	176,144.00
5. RETAINAGE	
a. 0.0% of Completed Work (Columns D + E on Continuation Sheet)	-
b. 0.0% of Stored Material (Column F on Continuation Sheet)	-
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	176,144.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	167,336.80
8. PAYMENT DUE FOR CURRENT PERIOD (Line 6 minus Line 7)	8,807.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	-

The undersigned certifies that to the best of his/her knowledge, information and belief the work covered by this Application has been completed in accordance with the Contract Documents, that all amounts have been paid by the (Sub)Contractor for Work for which previous Certificates for Payment were issued and payments received, and that current payment shown herein is now due.

CONTRACTOR

By: *Jim Zuckerman*

Date: 09/09/25

State of: New York County of: Albany

Subscribed and sworn to before me this 9th

day of September, 2025

Notary Public:

Melissa K. Vivenzio

MELISSA K. VIVENZIO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01VI8092777
Qualified in Albany County
Commission Expires May 27, 2027

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, I certify that to the best of my knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the (Sub)Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

By: *Mollie A. Collins*

Date: 9/26/2025

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	
Total approved in prior months			
Total approved this month			
Totals	-	-	
Net changes by Change Order			2,970.00

AIA DOCUMENT G703

AIA DOCUMENT G703

APPLICATION NUMBER: 2
PERIOD TO: 08/31/25
APPLICATION DATE: 09/09/25
PROJECT NO. 0125-016
PAGE 2.

[illegible]

AIA DOCUMENT G703

AIA DOCUMENT G703

APPLICATION NUMBER:	2
PERIOD TO:	08/31/25
APPLICATION DATE:	09/09/25
PROJECT NO.	0125-018
PAGE	6.

[illegible]

RESOLUTION NO. 333.25

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH DONNA LEVASSEUR
FOR SECRETARIAL AND TRANSCRIPTION SERVICES FOR THE PLANNING
COMMISSION**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Donna Levasseur of Rotterdam, New York to provide secretarial and transcription services for the Town of Rotterdam Planning Commission, and on an as needed basis for the Town of Rotterdam Zoning Board of Appeals, commencing October 22, 2025, through December 31, 2025.

SECTION 2. This resolution shall become effective October 22, 2025.

DATED: October 22, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: October 9, 2025

TO: Mollie Collins, Town Supervisor

FROM: Peter Comenzo, Sr. Planner *PC*

TITLE OF REQUEST: Enter into a Contract with Donna Levasseur for Planning Commission Secretary Services.

TOWN BOARD MEETING(S): October 22, 2025

Background Information: Jamilee Marino resigned as Planning Commission Secretary as of October 9, 2025.

Evaluation/Analysis: Donna Levasseur has expressed an interest in being appointed to the position of Planning Commission Secretary for the remainder of 2025. Donna has worked for the Town of Rotterdam since 2018 and for the Department of Public Works since 2022. She has a knowledge base of projects that come in for the Planning Commission and shall be an asset as the Planning Commission Secretary.

Recommendation(s): Release Jamilee Marino from her contractual duties with the understanding her contractual duties for the meetings she attended shall still be submitted. Enter contract agreement with Donna Levasseur to perform the Planning Commission Secretary duties and cover the position of Zoning Board Secretary on an as needed basis starting November 6, 2025 and terminating on December 31, 2025.

Attachment/Document(s): Letter of Interest from Donna Levasseur

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Contract for Secretarial and Transcription Services

This agreement is made this ____ of _____, 2025, between the **Town of Rotterdam**, a municipal corporation, with principal offices at 1100 Sunrise Blvd., Rotterdam, New York 12306 (hereinafter referred to as the "Town") and **Donna Levasseur**, residing at [REDACTED] (hereinafter referred to as "Mrs. Levasseur") for the purpose of retaining secretarial and transcription services for the Town Planning Commission and, on an as needed basis, for the Town Zoning Board of Appeals in accordance with Resolution No.342.20 adopted by the Rotterdam Town Board on December 9, 2020.

For consideration in the amount of two hundred fifty and 00/100 dollars (\$250.00) per meeting, Mrs. Levasseur agrees to provide secretarial and transcription services to the Town Planning Commission subject to the following terms and conditions:

Mrs. Levasseur understands and agrees her responsibilities pursuant to this agreement shall include:

1. Attending Town Planning Commission meetings;
2. Tape recording or otherwise capturing a verbatim record of said meetings;
3. Transcribing the record of said meetings into a verbatim typed transcript in a form that may be utilized as evidence in courts of New York State and otherwise conforms to generally accepted standards of transcription;
4. Mrs. Levasseur understands and agrees that verbatim transcripts must be submitted to the Town Department of Public Works within five (5) calendar days from the date of the meeting for which they were created in order for the Town to meet its statutory obligations under the Public Officers Law of New York State, Article 7, Open Meetings Law. Mrs. Levasseur also understands and agrees all materials submitted to the Department of Public Works shall be in both electronic and hard copy format.
5. Typing resolutions based upon information contained in verbatim transcripts as directed by the Town Planning Commission or Chairperson thereof to be submitted in both electronic and hard copy format in a form approved by the Town Attorney.
6. Mrs. Levasseur understands and agrees resolutions must be submitted within five (5) calendar days of the meeting at which the decision was rendered in order for the Town to meet its statutory obligations pursuant to Town Law of the State of New York.
7. Distributing copies of resolutions and transcripts to town personnel as designated by the Town Planner or Public Works Coordinator. Town equipment may be utilized to make copies or otherwise fulfill this function subject to prior approval by the Town Planner or Public Works Coordinator;
8. Performing such functions and otherwise assisting during Town Planning Commission meetings as may be directed by the Chairperson thereof.

For consideration in the amount of one hundred fifty and 00/100 dollars (\$150.00) per meeting of the Zoning Board of Appeals, Mrs. Levasseur agrees to provide secretarial and transcription services to the Town Zoning Board of Appeals subject to the following terms and conditions:

Mrs. Levasseur understands and agrees her responsibilities pursuant to this agreement shall include:

1. Attend Town Zoning Board of Appeals meetings on an as-needed basis;
2. Tape record or otherwise capture a verbatim record of said meetings;
3. Prepare a record or summary of all motions, proposals, resolutions and any other matter formally voted upon and the vote thereon by each member from said meetings;

4. Draft resolutions based upon information contained in verbatim record as directed by the Zoning Board of Appeals or Chairperson thereof to be submitted in both electronic and hard copy format in a form approved by the Town Attorney;
5. Mrs. Levasseur understands and agrees resolutions must be submitted within five (5) days of the meeting at which the decision was rendered in order for the Town to meet its statutory obligations pursuant to Town Law of the State of New York.
6. Distribute copies of resolutions and summaries to town personnel as designated by the Town Planner or Public Works Coordinator. Town equipment may be utilized to make copies or otherwise fulfill this function subject to prior approval by the Town Planner or the Public Works Coordinator;
7. Perform such functions and otherwise assist during Town Zoning Board of Appeals meetings as may be directed by the Chairperson thereof.

Mrs. Levasseur further understands that her services pursuant to this agreement and compensation for such services are subject to the following restrictions and limitations:

Mrs. Levasseur will only be entitled to payment for services rendered for meetings she attends. The Town reserves the right to cancel meetings or otherwise direct that Mrs. Levasseur's presence at a Town Planning Commission meeting is not required. Direction to not attend a meeting may be made by the Town Planner or Chairperson of the Planning Commission.

Mrs. Levasseur understands she will not be entitled to any payment pursuant to this agreement for: (1) meetings that are cancelled, (2) meetings that she is directed not to attend, or (3) meetings which she otherwise fails to attend.

Mrs. Levasseur further understands the length of Town Planning Commission and Zoning Board of Appeals meetings vary and payment under this agreement is contingent upon her attendance for the entire length of Town Planning Commission or Zoning Board of Appeals meetings.

This agreement shall commence on October 22, 2025, and terminate on December 31, 2025. Thereafter if Mrs. Levasseur seeks reappointment the term shall commence January 1 of each year and have a term of one (1) year. Mrs. Levasseur may terminate this agreement upon a thirty (30) day notice to the Town.

This contract may be terminated by the Town for any reason, at any time, without prior notice to Mrs. Levasseur.

Mrs. Levasseur understands she may be liable to the Town for damages or other mitigation costs for failure to give a thirty (30) day notice of termination of this agreement.

The Town and Mrs. Levasseur further accept and state that this agreement constitutes the complete and entire contractual agreement between the parties in relation to secretarial and transcription services to be provided pursuant to this agreement.

Donna Levasseur
Contractor

Mollie A. Collins, Supervisor
Town of Rotterdam

Dated:

Dated:

October 13, 2025

Supervisor Mollie Collins
Town of Rotterdam
1100 Sunrise Blvd
Schenectady, NY 12306

Dear Supervisor Collins,

I am writing to express my interest in being appointed as Secretary to the Town of Rotterdam's Planning Commission.

I am currently employed by the Town in the Department of Public Works. In my current position I am aware of upcoming projects that may go before the board and I work closely with Zoning Board of Appeals. I believe this positions me to be a good fit for the job of Secretary to the Planning Commission.

Please consider me for this appointment as Secretary to the Planning Commission.

Thank you for your time.

Sincerely,

A handwritten signature in black ink, appearing to read "Donna Levasseur".

Donna Levasseur

cc: Jack Dodson
Joseph Mastroianni
Teri A. Gallucci
Ron Schlag

NOTICE OF PUBLIC HEARING

RESOLUTION NO. 334.25

A RESOLUTION AUTHORIZING THE SCHEDULING OF A PUBLIC HEARING, CONSOLIDATING ONE TOWN OF ROTTERDAM SEWER DISTRICT, TO WIT: SEWER DISTRICT #7, AND TWO SEWER DISTRICT EXTENSIONS, TO WIT: SEWER DISTRICT #7, Ext. #1 AND SEWER DISTRICT #7, EXT. #2, INTO ONE CONSOLIDATED SEWER DISTRICT SUBJECT TO THE COMPLETION OF PROCEEDINGS PURSUANT TO ARTICLE 17-A OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK AND FURTHER APPROVING AND AUTHORIZING THE EXECUTION OF A JOINT CONSOLIDATION AGREEMENT

WHEREAS, there exists within the Town of Rotterdam one sewer district, to wit: **SEWER DISTRICT #7** and two sewer district extensions, to wit: **SEWER DISTRICT #7, Ext. #1** and **SEWER DISTRICT #7, EXT. #2**; and,

WHEREAS, the aforesaid sewer district and sewer district extensions have been created for a similar purpose; and,

WHEREAS, the Town Board is desirous of conducting a Public Hearing pursuant to the provisions of Article 17-A of the General Municipal Law for the purpose of hearing all persons upon the question of consolidating Town of Rotterdam **SEWER DISTRICT #7; SEWER DISTRICT #7, EXT. #1; AND SEWER DISTRICT #7, EXT. #2** into one consolidated sewer district subject to the completion of proceedings pursuant to Article 17-A of the General Municipal Law of the State of New York and further approving and authorizing the execution of a joint consolidation agreement by the Supervisor of the Town of Rotterdam; and,

WHEREAS, a map, plan and report prepared by LaBella Associates, competent engineers, describing the proposed consolidation has been filed in the Town Clerk's Office; and,

WHEREAS, in the event of consolidation, all expenses for any existing and future debt repayment and capital charges for the aforesaid sewer district and two sewer district extensions shall be determined as follows: debt service in the present annual amount of \$335,700 for any capital improvement financing, existing and future, will be divided equally among the present 626 equivalent dwelling units for an annual payment of \$535.00 per equivalent dwelling unit for the first year after sewer district consolidation. The present number of 626 equivalent dwelling units will be modified annually thereby affecting the annual per equivalent dwelling unit amount to be paid by each property owner; and,

WHEREAS, in the event of consolidation expenses for operation and maintenance for the aforesaid sewer district and two sewer district extensions shall be determined as follows: based upon the Town's review of sewer district operation and maintenance

expenses, the consolidated sewer district will be charged an annual operation and maintenance charge of \$345.00 per equivalent dwelling unit for the first year after sewer district consolidation. The present number of equivalent dwelling units in the amount of 626 will be modified annually thereby affecting the annual per equivalent dwelling unit amount to be paid by each parcel owner; and

WHEREAS, in the event of consolidation charges for the City of Schenectady for the aforesaid sewer district and two sewer district extensions shall be determined as follows: Consolidated Sewer District users are responsible for operation and maintenance charges due the city of Schenectady for acceptance of wastewater from the Consolidated Sewer District. The per equivalent dwelling unit amount for these expenses for the first year after sewer district consolidation equals \$510 per equivalent dwelling unit. The amount due the city of Schenectady is adjusted annually based upon the Consumer Price Index and by any modification to the present number of equivalent dwelling units totaling 626.

WHEREAS, in the event of consolidation one-time charges for the aforesaid sewer district and two sewer district extensions shall be determined as follows: \$75 sewer lateral inspection fee and a \$750 sewer connection fee per equivalent dwelling unit for residential properties and \$1000 fee per equivalent dwelling unit for commercial properties.

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 shall meet and hold a Public Hearing at the Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306, at 7:00 o'clock p.m. on November 12, 2025, to consider the consolidation of the Town of Rotterdam sewer district and sewer district extensions, to wit: **SEWER DISTRICT #7; SEWER DISTRICT #7, EXT. #1; AND SEWER DISTRICT #7, EXT. #2** into a single consolidated sewer district, known as the Town of Rotterdam Consolidated Sewer District; to consider the execution and approval of a Joint Consolidation Agreement; and to hear all persons interested in the subject thereof concerning the same and to take such action thereon as shall be required or authorized by law.

DATED: October 22, 2025

Daily Gazette: Please publish once on October 24, 2025
Town Clerk Post

SECTION 2. The Joint Consolidation Agreement proposes to consolidate the Town of Rotterdam sewer district and two sewer district extensions pursuant to the provisions of Article 17-A of the General Municipal Law and that as of January 1, 2026 it is proposed to consolidate the aforesaid sewer district and two sewer district extensions within the Town of Rotterdam pursuant to Article 17-A of the General Municipal Law of the State of New York, and it is further,

SECTION 3. The proposed Joint Consolidation Agreement is on file in the Town of Rotterdam Town Clerk's Office at 1100 Sunrise Boulevard, Rotterdam, New York. A copy of the proposed Joint Consolidation Agreement and a summary thereof are displayed upon and available for public inspection on the Town of Rotterdam's Town Clerk's Bulletin Board, at the Town Clerk's Office at the Town of Rotterdam Town Hall, 1100 Sunrise Boulevard, Suite 1, Rotterdam, New York, and on the Town of Rotterdam website; and it is further,

SECTION 4. A copy of the Summary of the Joint Consolidation Agreement is attached to this resolution as Exhibit A, and that a description of the geographic boundaries of the proposed consolidated sewer district is attached to this resolution as Exhibit B.

SECTION 5. This resolution shall become effective October 22, 2025.

DATED: October 22, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

CERTIFICATION OF TOWN CLERK

I, **DIANE MARCO**, the undersigned Town Clerk of the Town of Rotterdam,
Schenectady County, New York, **DO HEREBY CERTIFY:**

That I have compared the foregoing copy of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on the 22nd day of October, 2025, with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this ____ day of October, 2025.

Diane Marco, Town Clerk

S E A L:

EXHIBIT A

DRAFT

SUMMARY OF THE JOINT CONSOLIDATION AGREEMENT

The Joint Consolidation Agreement is to be entered into by and between the Town of Rotterdam and Sewer District #7, Sewer District #7, Ext. #1 and Sewer District #7, Ext. #2. The Town will as of January 1, 2026 be consolidating the one sewer district and two sewer district extensions into one consolidated sewer district. All property of the one sewer district and two sewer district extensions will be transferred to the consolidated sewer district and any current and future capital charges, operation and maintenance expenses, and charges due other municipalities shall be paid from the consolidated sewer district balances. Debt service in the present annual amount of \$335,700 for any capital improvement financing, existing and future, will be divided equally among the present 626 equivalent dwelling units for an annual payment of \$535.00 per equivalent dwelling unit for the first year after sewer district consolidation. The consolidated sewer district will be charged an annual operation and maintenance charge of \$345.00 per equivalent dwelling unit for the first year after sewer district consolidation. Consolidated Sewer District users are responsible for operation and maintenance charges due the city of Schenectady for acceptance of wastewater from the Consolidated Sewer District. The per equivalent dwelling unit amount for these expenses for the first year after sewer district consolidation equals \$510 per equivalent dwelling unit. The amount due the city of Schenectady is adjusted annually based upon the Consumer Price Index and by any modification to the present amount of equivalent dwelling units totaling 626. The present number of equivalent dwelling units in the amount of 626 will be modified annually thereby affecting the annual equivalent dwelling unit amount to be paid by each parcel owner for capital charges, operation and maintenance expenses and fees paid to other municipalities.

A public hearing upon the sewer district consolidation will be held by the Town Board at the Town Hall, Rotterdam, New York, not less than 35 days or more than 90 days after September 10, 2025. Notice of the date and time of the public hearing will be posted and published pursuant to Section 754 of the General Municipal Law of the State of New York.

A copy of the Joint Consolidation Agreement and this summary as well as the Consolidation Engineering Report may be reviewed at the Town Clerk's Office, Rotterdam, New York, on the Town Clerk's bulletin board or on the town's website.

Rotterdam, New York
September 10, 2025

EXHIBIT B

DRAFT

SUGGESTED DESCRIPTION

TOWN OF ROTTERDAM

SEWER DISTRICT NO. 7

The Sewer District No. 7, situated in the town of Rotterdam, County of Schenectady, State of New York, being particularly described as follows:

BEGINNING at a point on the westerly side of Tax Parcel ID No. 71.5-1-5.3 at the southwest corner of SD7; thence the following ten (10) courses and distances along the westerly boundary of Tax Parcel ID No. 71.5-1-5.3: 1) northerly 363'± across the Keator Drive right of way to a point; 2) westerly 249'± along the northerly right of way of Keator Drive to a point; 3) northerly 861'± to a point; 4) westerly 300'± to a point; 5) northerly 986'± to a point; 6) westerly 1051'± to a point; 7) northerly 73'± to a point; 8) easterly 22'± to a point; 9) northerly 60'± to a point; 10) westerly 239'± to point on the easterly right of way of Helderberg Avenue; thence along the said easterly right of way of Helderberg Avenue 152'± to a point; thence the following three (3) courses and distances along the northerly boundary of Tax Parcel ID No. 71.5-1-5.3: 1) easterly 240'± to a point; 2) northerly 61'± to a point; 3) easterly 75'± to a point on the property division line between Tax Parcel ID Nos. 71.5-1-5.3 & 71.5-1-5.13; thence the following four (4) courses and distances along the westerly boundary of Tax ID No. 71.5-1-5.13: 1) northerly 169'± to a point; 2) westerly 160'± to a point; 3) northerly 81'± to a point; 4) westerly 156'± to a point on the easterly right of way of Helderberg Avenue; thence northerly 59'± along the easterly right of way of Helderberg Avenue to a point; thence the following three (3) courses and distances along the northerly boundary of Tax Parcel ID No. 71.5-1-5.13: 1) easterly 135'± to a point; 2) northerly 109'± to a point; 3) easterly 773'± to a point on the westerly boundary of the New York State Thruway (I-90); thence southeasterly along the westerly right of way of said New York State Thruway (I-90) and easterly boundary of Tax Parcel ID No. 71.5-1-5.13, 618'± to a point; thence the following two (2) courses and distances along the westerly boundary of New York State Thruway (I-90) and easterly boundaries of Tax Parcel ID No's 71.5-1-36 & 71.5-1-11.12: 1) southeasterly 1792'± to a point; 2) southeasterly 195'± to a point; thence southeasterly along the westerly boundary of New York State Thruway (I-90) and easterly boundary of Tax Parcel ID No. 71.5-1-5.3, 1613'± to a point; thence easterly across the New York State Thruway (I-90) 373'± to a point on the southerly right of way of Fort Hunter Road; thence the following two (2) courses and distances along the southerly right of way of Fort Hunter Road: 1) southeasterly 155'± to a point; 2) easterly 84'± to a point on the westerly boundary of Tax Parcel ID No. 71.6-4-16.112; thence northerly 255'± along the westerly boundary of Tax Parcel ID No. 71.6-4-16.112; thence 147'± westerly along Tax Parcel ID No. 71.6-4-16.112 to point; thence northerly 291'± along the westerly boundaries of Tax Parcel ID Nos. 71.6-4-16.112 and 71.6-4-18 to a point; thence 46'± westerly along the southern boundary of Tax Parcel ID No. 71.6-4-19 to a point; thence northerly 120'± along the westerly boundary of Tax Parcel ID No. 71.6-4-19 to a point; thence westerly 691'± along the southerly boundary of Tax Parcel ID No. 71.6-4-20.21 to a point on the easterly right of way of Fort Hunter Road; thence northerly 97'± along the easterly right of way of Fort Hunter Road to a point; thence the following two (2) courses and distances along the westerly boundary of Tax Parcel ID No. 71.6-4-20.21: 1) easterly 197'± to a point; 2) northerly 201'± to a point; thence easterly 1341'± along the northerly boundary of Tax Parcel ID Nos. 71.6-3-32 & 71.6-3-31.1; thence northerly 177'± along the westerly boundaries of Tax Parcel ID Nos. 71.6-3-31.1 & 71.6-3-23.3 to a point; thence northeasterly along the westerly boundary of Tax Parcel ID No. 71.6-3-23.3, 367'± to a point on the southerly boundary of Curry Road; thence northeasterly 65'± across the Curry Road right

of way to a point on the southerly boundary of Tax Parcel ID No. 71.7-1-5; thence northwesterly 340'± along the northerly right of way of Curry Road and southerly boundary of Tax Parcel ID No. 71.7-1-5; thence northeasterly 243'± along the westerly boundary of Tax Parcel ID No. 71.7-1-5; thence northwesterly 210'± along the southerly boundary of Tax Parcel ID No. 59.18-4-24.11; thence southerly 233'± along Tax Parcel ID No. 59.18-4-24.11 to a point on the northerly right of way of Curry Road; thence northwesterly along the northerly right of way of Curry Road 116'± to a point; thence northerly 822'± along the westerly boundary of parcel 59.18-4-24.11 to a point; thence southeasterly 587'± along the northerly boundary of Tax Parcel ID No. 59.18-24.11; thence northerly 58'± along the westerly boundary of Tax Parcel ID No. 59.18-4-34.211; thence easterly 259'± along the northerly boundary of Tax Parcel ID No. 59.18-4-34.211 to a point; thence northerly 159'± along the westerly boundary of Tax Parcel ID No. 59.18-4-26.211 to a point; thence westerly 164'± along the southerly boundary of Tax Parcel ID No. 59.18-4-27 to a point; thence easterly 224'± along the northerly boundary of Tax Parcel ID No. 59.18-4-27 to a point; thence northerly 198'± along the westerly boundaries of Tax Parcel ID Nos. 59.18-4-28, 59.18-4-29.1 and 59.18-4-31.3 to a point on the southerly right of way of Fasula Boulevard; thence northerly 59'± across Fasula Boulevard to a point; thence northerly 131'± along the westerly boundaries of Tax Parcel ID Nos. 59.18-4-67 and 59.18-4-32.1 to a point; thence the following seven (7) courses and distances along the southerly boundary of Tax Parcel ID No. 59.18-4-33.11: 1) westerly 442'± to a point; 2) northerly 245'± to a point; 3) westerly 137'± to a point; 4) northerly 17'± to a point; 5) westerly 235'± to a point; 6) southerly 9'± to a point; 7) westerly 334'± to a point; thence northerly 553'± along the westerly boundary of Tax Parcel ID No. 59.18-4-33.11 to a point; thence easterly 1107'± along the northerly boundary of Tax Parcel ID Nos. 59.18-4-33.11 and 59.14-15-19 to a point; thence northerly 223'± along the westerly boundary of Tax Parcel ID No. 59.14-15-17.11; thence the following two (2) courses and distances along the northerly boundary of Tax Parcel ID No. 59.14-15-16.11: 1) easterly 489'± to a point; 2) easterly 74'± to a point; thence 128'± northerly along the westerly boundary of Tax Parcel ID Nos. 59.15-1-9, 59.15-1-8.11 & 59.15-1-7.1 to a point on the southerly right of way of Ariene Street; thence northerly 59'± across Ariene Street to a point; thence northerly 156'± along the westerly boundary of Tax Parcel ID No. 59.15-1-6.111 to a point; thence westerly 149'± along the southerly boundary of Tax Parcel ID No. 59.15-1-4.1; thence northerly 204'± along the westerly boundary of Tax Parcel ID No. 59.15-1-4.1 to a point; thence westerly 44'± along the southerly boundary of Tax Parcel ID No. 59.15-1-2.1 to a point; thence northerly 198'± along the westerly boundary of Tax Parcel ID Nos. 59.15-1-2.1 & 59.15-1-1.11 to a point; thence westerly 52'± to a point; thence the following two (2) courses and distances along the westerly boundary of Tax Parcel ID No. 59.15-1-1.11: 1) northerly 234'± to a point; 2) easterly 87'± to a point; thence northeasterly 194'± along the westerly boundary of Tax Parcel ID No. 59.15-1-1.11, 59.15-1-1.21 & 59.11-11-6.1 to a point; thence northerly 831'± along the westerly boundaries of Tax Parcel ID Nos. 59.11-11-5.1, 59.11-11-4.1, 59.11-11-3.1, 59.11-11-2.1 & 59.11-11-1.1 to a point; thence easterly 29'± to a point; thence northerly 194'± along the westerly boundary of Tax Parcel ID No. 59.11-11-1.1 and across the Argo Boulevard right of way to a point; thence westerly 29'± along the southerly boundary of Tax Parcel ID No. 59.11-6-16.11 to a point; thence northerly 127'± along the westerly boundary of Tax Parcel ID No. 59.11-6-16.11 to a point; thence easterly 61'± along the northern boundary of Tax Parcel ID No. 59.11-6-16.11 to point; thence northerly 198'± along the westerly boundary of Tax Parcel ID No. 59.11-6-51.21 and across the right of way of Cardiff Road to a point; thence westerly 15'± along the northerly right of way of Cardiff Road and southerly boundary of Tax Parcel ID No. 59.11-2-12.21 to a point; thence northerly along the westerly boundaries of Tax Parcel ID Nos. 59.11-2-12.21, 59.11-2-12.11, 59.11-2-11.1, 59.11-2-10.1, 59.11-2-9.1, & 59.11-2-8.1 to a point on the southerly right of way of Careleon Road; thence northerly 52'± across the Careleon Road right of way to a point; thence northerly 301'± along the westerly boundaries of Tax Parcel ID Nos. 59.11-

3-10.1 and 59.11-3-8.11 to a point on the southerly right of way of Chepstow Road; thence northerly 50'± across the Chepstow Road right of way to a point; thence 301'± northerly along the westerly boundaries of Tax Parcel ID Nos. 59.7-6-21.1, 59.7-6-20, 59.7-6-19, 59.7-6-18, 59.7-6-17 & 59.7-6-16.1 to a point on the southerly right of way of Caldicott Road; thence 50'± northerly across the Caldicott Road right of way to a point; thence 149'± northerly along the westerly boundaries of Tax Parcel ID Nos. 59.7-6-15.1, 59.7-6-14.1 & 59.7-6-13 to a point on the southerly boundary of Tax Parcel ID No. 59.7-6-12; thence westerly 250'± to a point on the westerly boundary of Tax Parcel ID No. 59.7-6-12; thence northerly along the westerly boundary of Tax Parcel ID No. 59.7-6-12, 47'± to a point; thence easterly 249'± along the northerly boundary of Tax Parcel ID No. 59.7-6-12 to a point; thence northerly along the westerly boundaries of Tax Parcel ID Nos. 59.7-6-11, 59.7-6-10 & 59.7-6-9 to a point on the southerly right of way of Butler Street; thence northeasterly 83'± across the Butler Street right of way to a point; thence northerly 204'± along the westerly boundary of Tax Parcel ID No. 59.7-1-34 to a point on the southerly right of way of Chrisler Avenue; thence 70'± southeasterly along the southerly right of way of Chrisler Avenue and the northerly boundary of Tax Parcel ID No. 59.7-1-34 to a point; thence southeasterly 502'± across the Hamburg Street right of way and northerly boundary of Tax Parcel ID Nos. 59.7-7-12.21 & 59.7-7-12.4 to a point on the southerly boundary of the Chrisler Avenue right of way; thence 37'± southerly along the easterly boundary of Tax Parcel ID No. 59.7-7-12.4 to a point; thence westerly 204'± along the southerly boundary of Tax Parcel ID No. 59.7-7-12.4 to a point; thence southerly 240'± across the Carman Street right of way and along the easterly boundary of Tax Parcel ID Nos. 59.7-7-11, 59.7-7-10.1, 59.7-7-9.1 & 59.7-7-8.1 to a point; thence westerly 46'± along the southerly boundary of Tax Parcel ID No. 59.7-7-8.1 to a point; thence southerly 79'± along the easterly boundary of Tax Parcel ID Nos. 59.7-7-7.1 and 59.7-7-6.1 to a point on the northerly right of way of 2nd Street; thence 51'± southerly across the 2nd Street right of way to a point; thence southerly 162'± along the easterly boundary of Tax Parcel ID Nos. 59.11-4-2.11 and 59.11-4-3.21 to a point; thence easterly 50'± along the northerly boundary of Tax Parcel ID No. 59.11-4-4.11 to a point; thence southerly 320'± along the easterly boundary of Tax Parcel ID Nos. 59.11-4-4.11, 59.11-4-4.21, 59.11-4-5, 59.11-4-6.1 & 59.11-4-7 to a point; thence westerly 94'± along the southerly boundary of Tax Parcel ID No. 59.11-4-7 to a point; thence southerly 109'± across the 3rd Street right of way and easterly boundary of Tax Parcel ID No. 59.11-7-3.11 to a point; thence easterly 94'± to point; thence southerly 365'± along the easterly boundaries of Tax Parcel ID Nos. 59.11-7-3.11 and 59.11-7-4.1; thence along the boundary of Tax Parcel ID No. 59.11-7-4.1, westerly 121'± to a point; thence southerly 120'± along the easterly boundary of Tax Parcel ID No. 59.11-7-4.1 to a point; thence easterly 119'± along the northerly boundary of Tax Parcel ID No. 59.11-7-6.1 to a point; thence southerly 59'± along the easterly boundary of Tax Parcel ID No. 59.11-7-6.1 to a point on the northerly right of way of 4th Street; thence southerly 50'± across the 4th Street right of way to a point; thence southerly 599'± along the easterly boundaries of Tax Parcel ID Nos. 59.11-12-1.1, 59.11-12-2.1, 59.11-12-3.1, 59.11-12-4.1, 59.11-12-5.1, 59.11-12-6.1, 59.11-12-7.1, 59.11-12-8.1, 59.11-12-9.1, 59.11-12-10.1, 59.11-12-12.11 & 59.11-12-13.1 to a point on the northerly boundary of 5th Street; thence southerly 49'± across the 5th street right of way to a point; thence southerly 397'± along the easterly boundaries of Tax Parcel ID Nos. 59.15-2-8.11, 59.15-2-6.1, 59.15-2-5.1, 59.15-2-4.1, 59.15-2-3.1 & 59.15-2-2.1 to a point; thence 150'± easterly along the northerly boundary of Tax Parcel ID No. 59.15-2-1.1 to a point on the westerly right of way of First Avenue; thence southerly 201'± along the westerly right of way of First Avenue and easterly boundary of Tax Parcel ID No. 59.15-2-1.1 to a point; thence westerly 62'± to a point on the easterly boundary of Tax Parcel ID No. 59.15-2-1.1; thence southerly 99'± to a point on the northerly right of way of East Campbell Road; thence northwesterly along the northerly right of way of East Campbell Road 76'± to a point; thence southerly 126'± across the East Campbell Road right of way and along the easterly boundary of Tax

Parcel ID No. 59.15-5-1.1 to a point; thence easterly 41'± to a point; thence southerly 81'± along the easterly boundary of Tax Parcel ID No. 59.15-5-1.1 to a point on the northerly right of way of May Avenue; thence 46'± southerly across the May Avenue right of way to a point on the easterly boundary of Tax Parcel ID No. 59.15-5-36; thence 252'± southerly along the easterly boundaries of Tax Parcel ID Nos. 59.15-5-36 and 59.15-5-35.1 to a point on the northerly right of way of William Street; thence westerly 77'± along the southerly boundary of Tax Parcel ID No. 59.15-5-35.1 and northerly right of way of William Street to a point; thence southerly 79'± across the William Street right of way and along the easterly boundary of Tax Parcel ID No. 59.15-9-19.21 to a point; thence easterly 50'± to point; thence southerly 66'± along the easterly boundary of Tax Parcel ID No. 59.15-9-19.21 to a point; thence easterly 1023'± along the northerly boundary of Tax Parcel ID No. 59.15-9-17.1 to a point; thence the following three (3) courses and distances along the easterly boundary of Tax Parcel ID No. 59.15-9-17.1: 1) southerly 152'± to a point; 2) easterly 128'± to a point; 3) southerly 514'± to a point on the southerly boundary of Tax Parcel ID No. 59.15-9-17.1; thence westerly 217'± to a point; thence northerly 1298'± along the southerly boundary of Tax Parcel ID No. 59.15-9-17.1 to a point; thence westerly 75'± along the southerly boundary of Tax Parcel ID No. 59.15-9-16.1 to a point on the easterly right of way of Howell Street; thence westerly 51'± across the Howell Street right of way to a point; thence 86'± southerly along the easterly boundary of Tax Parcel ID No. 59.15-8-22.1 and westerly right of way of Howell Street to a point; thence westerly 52'± along the southerly boundary of Tax Parcel ID No. 59.15-8-22.1 to a point; thence northerly 42'± along the westerly boundary of Tax Parcel ID No. 59.15-8-22.1 to a point; thence westerly 144'± along the southerly boundary of Tax Parcel ID No. 59.15-8-21.1 and across the Stoodley Place right of way to a point; thence southerly 76'± along the easterly boundary of Tax Parcel ID No. 59.15-8-2.11 and westerly right of way of Stoodley Place to a point; thence westerly 67'± along the southerly boundary of Tax Parcel ID No. 59.15-8-2.11 to a point; thence southerly 708'± along the easterly boundaries of Tax Parcel ID Nos. 59.15-8-2.11, 59.19-1-1.11, 59.19-1-1.31, 59.19-1-2.1, 59.19-1-3.1, 59.19-1-4.1 & 59.19-1-5.1 to a point; thence westerly 35'± along the southerly boundary of Tax Parcel ID No. 59.19-1-5.1 to a point; thence southerly 720'± along the easterly boundaries of Tax Parcel ID Nos. 59.19-1-6.1, 59.19-1-7.1, 59.19-1-8.11, 59.19-1-9.1 & 59.19-1-12.1 to a point on the northerly right of way of Knox Drive; thence westerly 93'± along the northerly right of way of Knox Drive and southerly boundary of Tax Parcel ID No. 59.19-1-12.1 to a point; thence westerly 378'± to a point; thence southerly 227'± across the Knox Drive right of way and along the easterly boundary of Tax Parcel ID No. 59.19-5-3.1 to a point; thence easterly 602'± along the northerly boundary of Tax Parcel ID No. 59.19-5-2.1 to a point; thence southerly 556'± along the easterly boundary of Tax Parcel ID Nos. 59.19-5-2.1, 71.7-1-1 & 71.7-1-3.1 to a point; thence westerly 242'± along the southerly boundary of Tax Parcel ID No. 71.7-1-3.1 to a point; thence 229'± southerly along the easterly boundary of Tax Parcel ID No. 71.7-1-5 to a point; thence westerly 678'± along the southerly boundary of Tax Parcel ID No. 71.7-1-5 to a point; thence southeasterly 295'± along the easterly boundary of Tax Parcel ID No. 71.7-1-6.111 to a point; thence southwesterly 206'± along the southerly boundary of Tax Parcel ID No. 71.7-1-6.111 and across the Curry Road right way to a point; thence southeasterly 282'± along the southerly right of way of Curry Road and northerly boundary of Tax Parcel ID No. 71.6-5-1.31 to a point; thence southerly 443'± along the easterly boundary of Tax Parcel ID No. 71.6-5-1.31 to a point; thence southeasterly 505'± along the northerly boundary of Tax Parcel ID No. 71.6-5-10 to a point; thence westerly 173'± along the southerly boundary of Tax Parcel ID No. 71.6-5-10 to a point; thence southerly 541'± along the easterly boundary of Tax Parcel ID No. 71.7-1-11.2 to a point; thence westerly 112'± to a point; thence southerly 91'± to a point on the southerly boundary of Tax Parcel ID No. 71.7-1-11.2; thence westerly 198'± along the southerly boundary of Tax Parcel ID No. 71.7-1-11.2 to a point; thence 136'± southerly across the Marra Lane right of way and along the easterly right of way of 71.6-5-3.1 to a point; thence westerly 565'± along

the southerly boundaries of Tax Parcel ID Nos. 71.6-5-3.1 & 71.6-5-5.1 and across the New York State Thruway Spur to a point on the southerly boundary of Tax Parcel ID No. 71.6-5-6; thence continuing westerly 1163'± along the southerly boundary of Tax Parcel ID No. 71.6-5-6 and across the New York State Thruway (I-90) to a point on the southerly boundary of Tax Parcel ID No. 71.5-1-5.3; thence westerly 2263'± along the southerly boundary of Tax Parcel ID No. 71.5-1-5.3 to the point of **BEGINNING**.

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: October 9, 2025

TO: Mollie Collins, Town Supervisor

FROM: Peter Comenzo, Senior Planner *PC*

TITLE OF REQUEST: Call for a Public Hearing to be held on November 10, 2025 regarding the Sewer District #7 Consolidation

TOWN BOARD MEETING: October 22, 2025

Background Information: The proposed consolidation of Sewer District #7 and its existing extensions aims to improve administrative efficiency concerning debt retirement, operation, and maintenance, and intermunicipal fees associated with wastewater management services, including wastewater acceptance as outlined in the intermunicipal agreement between the City of Schenectady and the Town.

Evaluation/Analysis: Given its administrative nature, the proposed consolidation is not anticipated to have an adverse effect on any environmental resource within the Town.

Recommendation(s): Town Board should consider calling for a Public Hearing to be held on Wednesday November 10, 2025.

Attachment/Document(s): Draft Notice of Public Hearing with Exhibits

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): Article 17-A of the General Municipal Law

LEGISLATION WILL BE PREPARED BY: Supervisors Office

RESOLUTION NO. 335.25

**TO AUTHORIZE AN AGREEMENT WITH BARTON AND LOGUIDICE FOR
WASTEWATER TREATMENT PLANT IMPROVEMENTS-SUPPLEMENT NO. 4**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute Supplement No. 4 to an agreement with Barton and Loguidice, located at 10 Airline Drive, Suite 200, Albany New York 12205, for professional engineering services for the Wastewater Treatment Plant Improvements, Construction Phase Service, in an amount not to exceed one million four hundred ninety-five thousand seven hundred and 00/100 (\$1,495,700.00) dollars, for a new total contract amount not to exceed two million seven hundred forty thousand, seven hundred and 00/100 (\$2,740,700.00) dollars.

SECTION 2. This resolution shall become effective October 22, 2025.

DATED: October 22, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

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LEGISLATIVE REQUEST FORM

DATE: October 17, 2025

TO: Mollie Collins, Town Supervisor

FROM: Charles Jack Dodson, Deputy Supervisor

TITLE OF REQUEST: Supplement No. 4- Wastewater Treatment Plant Improvements

TOWN BOARD MEETING: October 22, 2025

Background Information:

Barton & Loguidice recently completed the design of the WWTP upgrade and received approval from NYSDEC and EFC to bid the improvements for the WWTP upgrade.

Evaluation/Analysis:

Barton & Loguidice will provide bidding and construction phase services to advance the WWTP project through construction to start up.

Recommendation(s):

Authorize the Supervisor to enter into an agreement with Barton & Loguidice for Amendment No. 4 (\$1,495,700) for a total contract amount not to exceed \$2,740,700.00

Attachment/Document(s):

Barton & Loguidice Amendment No. 4 dated September 11, 2025.

Compliance with Purchasing Policy:

Yes

Effect(s) on Existing Law(s):

N/A

LEGISLATION WILL BE PREPARED BY:

Supervisors Office

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

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

FOR THE

Town of Rotterdam
Wastewater Treatment Plant Improvements
Supplement #4 – Bidding and Construction Services

Prepared by



Issued and Published Jointly by



Barton
& **Loguidice**

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

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
Town of Rotterdam (“Owner”) and
Barton & Loguidice, D.P.C. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Wastewater Treatment Plant Improvements (“Project”).

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

Engineer's services under this Agreement are generally identified as follows:
Bidding, and Construction Phase Engineering Services

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

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

3.02 *Time for Completion*

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

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

4.02 *Payments*

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

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

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

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

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

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

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

6.04 *Electronic Transmittals*

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

6.05 Insurance

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

6.06 Suspension and Termination

A. Suspension:

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

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

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

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination:

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

6.07 *Controlling Law*

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

6.08 *Successors, Assigns, and Beneficiaries*

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

6.09 *Dispute Resolution*

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

6.10 *Environmental Condition of Site*

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

6.11 *Indemnification and Mutual Waiver*

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

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

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

6.12 Records Retention

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

6.13 *Miscellaneous Provisions*

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

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

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

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

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

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

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

B. *Day*:

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

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

- L. Exhibit K, Amendment to Owner-Engineer Agreement.
- M. Exhibit L, RUS Bulletin 1780-26, Exhibit C.
- N. Exhibit M, [NYSEFC Program Mandatory State Revolving Fund Equivalency Project Terms and Conditions](#).

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

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

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

Owner: Town of Rotterdam

By: _____

Print name: Mollie A. Collins

Title: Supervisor

Date Signed: _____

Address for Owner's receipt of notices:

1100 Sunrise Boulevard
Rotterdam, NY 12306

Designated Representative (Paragraph 8.03.A):

Mollie A. Collins

Title: Supervisor

Phone Number: (518) 355-7575 Ext 393

E-Mail Address: mcollins@rotterdamny.org

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

By:  _____

Print name: Donald H. Fletcher

Title: Executive Vice President

Date Signed: 9/3/2025

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

LICENCSE NO. 75248

State of: NY

Address for Engineer's receipt of notices:

443 Electronics Parkway
Liverpool, New York 13088

Designated Representative (Paragraph 8.03.A):

John F. Brusa, P.E.

Title: President

Phone Number: 315-457-5200

E-Mail Address: jbrusa@bartonandloguidice.com

Engineer's Services

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

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

PART 1 – BASIC SERVICES

~~A1.01 Study and Report Phase~~

~~A. Engineer shall:~~

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

- ~~6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.~~
- ~~7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.~~
- ~~8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.~~
- ~~9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.~~
- ~~10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."~~
- ~~11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.~~
- ~~12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.~~
- ~~13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.~~
- ~~14. Perform or provide the following other Study and Report Phase tasks or deliverables~~
- ~~15. Furnish **2** review copies **and an electronic PDF copy** of the **draft** Report and any other Study and Report Phase deliverables to Owner within **90** days of the Effective Date and review it with Owner. Within **30** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~
- ~~16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish **2** copies **and an electronic PDF copy** of~~

the revised Report and any other Study and Report Phase deliverables to the Owner within 60 days of receipt of Owner's comments.

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

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

A1.02 Preliminary Design Phase

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

- ~~1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.~~
- ~~2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.~~
- ~~3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.~~
- ~~4. Visit the Site as needed to prepare the Preliminary Design Phase documents.~~
- ~~5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.~~
- ~~6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.~~

- ~~7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.~~
- ~~8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 or 2020 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.~~
- ~~9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:~~
 - ~~10. Furnish 2 review copies and an electronic PDF copy of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner generally within 180 days of authorization to proceed with this phase, and review them with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~
 - ~~11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 2 copies and an electronic PDF copy of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables generally within 60 days after receipt of Owner's comments.~~
- ~~B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.~~

Preliminary Design Phase Services have been previously completed under a different agreement.

~~A1.03 Final Design Phase~~

- ~~A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:~~
 - ~~1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.~~

- ~~2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.~~
- ~~3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.~~
- ~~4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.~~
- ~~5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.~~
- ~~6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.~~
- ~~7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.~~
- ~~8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.~~
- ~~9. Perform or provide the following other Final Design Phase tasks or deliverables:~~
- ~~10. Furnish for review by Owner, its legal counsel, and other advisors, 2 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, generally within 180 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.~~
- ~~11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 2 final copies of such documents to Owner generally within 30 days after receipt of Owner's comments and instructions.~~

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

Final Design Phase Services have been previously completed under a different agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

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

The fee for Bidding and Negotiating Phase is based on a two (2) month period occurring immediately following approval of this agreement.

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
 1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

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

information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the

Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve

it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract

Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

~~24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:~~

25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

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

A1.06 *Post-Construction Phase*

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

PART 2 – ADDITIONAL SERVICES

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

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
- ~~1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.~~
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review

requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
- ~~15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.~~
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
30. **Additional Services Authorized:** Below is a description of Additional Services anticipated and authorized by execution of this Agreement:
 - a. Funding Assistance – Provide technical and administrative assistance to comply with funding agency requirements throughout the project including but not limited to application of funding requirements into the Contract Documents, Engineer, subconsultant and Contractor reporting requirements, owner assistance for funding agency correspondence, disbursements and closeout and other additional services relating to funding agency requirements.
 - b. Subconsultant Administration – Services relating to soliciting and reviewing quotations and qualifications of subconsultants, subconsultant coordination, layout of subconsultant services, and Federal Disadvantaged Business Enterprises (DBE), and Equal Employment Opportunity (EEO) requirements for subconsultant participation.
 - c. Record Drawings/O&M Manuals – Provide services relating to item nos. 17 through 23 above.
 - d. Reimbursable Expenses – All Reimbursable Expenses for Basic Services and Additional Services.

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

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

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

This is EXHIBIT B, consisting of 3 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated September 11, 2025.

Owner's Responsibilities

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

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

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

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

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

This is EXHIBIT C, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated September 11, 2025.

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

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment*

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. A Lump Sum amount of \$835,300 is based on the following estimated distribution of compensation:

a. Study and Report Phase	Previously Completed
b. Preliminary Design Phase	Previously Completed
c. Final Design Phase	Previously Completed
d. Bidding and Negotiating Phase	\$ 49,700
e. Construction Phase	\$676,000
f. Post-Construction Phase	\$ 24,600
g. Additional Services	\$ 85,000
 2. Engineer may alter the distribution of compensation between individual phases noted herein including Lump Sum, Standard Hourly Rate Basic Services, and Resident Project Representative Services to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
 3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
 4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges):

5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 24 months. If such period of service is extended, the compensation amount for Engineer's services shall ~~shall~~ may be appropriately adjusted.

This is EXHIBIT C, consisting of 3 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated September 11, 2025.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 *Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment*

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
 2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
 3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
 4. The total compensation for services under Paragraph C2.01 is estimated to be **\$7,900** based on the following estimated distribution of compensation:
 - a. Study and Report Phase \$[]
 - b. Preliminary Design Phase \$[]
 - c. Final Design Phase \$[]
 - d. Bidding or Negotiating Phase \$[]
 - e. Construction Phase \$[]
 - f. Post-Construction Phase \$[]
 - g. Reimbursable Expenses **\$7,900**

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein, including Lump Sum, Standard Hourly Rate Basic Services, and Resident Project Representative Services, to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.
6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.

C2.02 Compensation For Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, ~~the latter multiplied by a factor of []~~.

C2.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates

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

C2.04 *Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment*

A. *Owner shall pay Engineer for Resident Project Representative Basic Services as follows:*

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$652,500 based upon full-time RPR services for up to two (2) field representatives on an eight (8) hour workday, Monday through Friday, over a twenty (20) month day construction schedule. This agreement includes up to 4,500 hours for resident project representation.

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 2 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of [1].
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein, including Standard Hourly Rate Basic Services, Additional Services, and Resident Project Representative Services, to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates

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

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, ~~the latter multiplied by a factor of []~~.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of **January 1st**) to reflect equitable changes in the compensation payable to Engineer.
5. **Engineer may alter the distribution of compensation between individual phases of the work noted herein, including Standard Hourly Rate Basic Services, Additional Services, and Resident Project Representative Services, to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.**

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is Appendix 1 to EXHIBIT C, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated September 11, 2025.

Summary of Fees & Reimbursable Expenses Schedule

<u>Description of Service</u>	<u>Amount</u>	<u>Basis of Payment</u>
1 <u>Study and Report Phase Services</u>		
a. <u>Preliminary Engineering Report (initial authorization)</u>	\$ —	Lump Sum
2 <u>Basic Services (requires authorization):</u>		
a. <u>Preliminary Design Phase</u>	TBD	Lump Sum
b. <u>Final Design Phase</u>	TBD	Lump Sum
c. Bidding Phase	\$ 49,700	Lump Sum
d. Construction Phase	\$ 676,000	Lump Sum
3 <u>Additional Services:</u>		
a. Subconsultant Administration	\$ 7,500	Lump Sum
b. Funding Assistance	\$ 45,000	Lump Sum
c. Record Drawings / O&M Manuals	\$ 24,600	Lump Sum
d. Reimbursable Expenses	\$ 7,900	Hourly
4 <u>Resident Project Representative (requires authorization):</u>	\$ 652,500	Hourly
TOTAL ESTIMATED CONTRACT AMOUNT	\$ 1,463,200	

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

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are in accordance with the standard billing rates in effect at the time services are performed. Current billing rates are delineated in the "Barton & Loguidice, D.P.C., Billing Rates Schedule for 2025" attached hereto.

Barton & Loguidice Billing Rates for Calendar Year 2025

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

Individual staff at the following hourly rates:

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

Barton & Loguidice Billing Rates for Calendar Year 2025

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

Individual staff at the following hourly rates:

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

Barton & Loguidice Billing Rates for Calendar Year 2025

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

Individual staff at the following hourly rates:

Promotional Title	Billing Title	Billing Code	Billing Rate
Environmental Technician	Technician I	T1	87.00
Resident Engineer	Construction IV	C4	147.00
Senior Inspector	Construction III	C3	134.00
Inspector	Construction II	C2	126.00
Construction Manager Technician	Technician III	T3	117.00
Senior Project Accountant	Technical Assistant II	TA2	100.00
Project Accountant	Technical Assistant I	TA1	84.00
Senior Marketing Specialist	Technical Assistant II	TA2	100.00
Senior Communications Specialist	Technician III	T3	117.00
UAS Operator	Technician III	T3	117.00
Marketing Specialist	Technical Assistant I	TA1	84.00
Communications Specialist	Technician III	T3	117.00
Engineering Aide	Technical Assistant III	TA3	118.00
Office Administrator	Technical Assistant I	TA1	84.00
Senior Group Technical Assistant	Technical Assistant II	TA2	100.00
Project Administrator	Technical Assistant II	TA2	100.00
Group Technical Assistant	Technical Assistant I	TA1	84.00
Intern - Technical	Technician I	T1	87.00

This is EXHIBIT D, consisting of 5 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated September 11, 2025.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including “or-equal” items).
2. Exceed limitations of Engineer’s authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is EXHIBIT E, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated September 11, 2025.



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

Owner

And To:

Contractor

From:

Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

Exhibit E – Notice of Acceptability of Work.

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

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CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: \$100,000
 - 2) Bodily injury by disease, each employee: \$100,000
 - 3) Bodily injury/disease, aggregate: \$500,000
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$1,000,000
 - 2) General Aggregate: \$1,000,000
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$1,000,000
- f. Professional Liability --
 - 1) Each Claim Made \$3,000,000
 - 2) Annual Aggregate \$3,000,000
- g. Other (specify):

2. By Owner:

- a. Workers' Compensation: Statutory

b. Employer's Liability --

- | | |
|--|-----------|
| 1) Bodily injury, Each Accident | Unlimited |
| 2) Bodily injury by Disease, Each Employee | Unlimited |
| 3) Bodily injury/Disease, Aggregate | Unlimited |

c. General Liability --

- | | |
|---|-------------|
| 1) General Aggregate: | \$2,000,000 |
| 2) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |

d. Excess Umbrella Liability

- | | |
|-----------------------|-------------|
| 1) Per Occurrence: | \$2,000,000 |
| 2) General Aggregate: | \$4,000,000 |

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000

f. Other (specify):

B. Additional Insureds:

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

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

b. Engineer's Consultant

c. Engineer's Consultant

d. [other]

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

Exhibit G – Insurance.

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

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This is EXHIBIT H, consisting of 1 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated September 11, 2025.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

- A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.
- B. If a dispute involves a claim by Engineer for payment of fees and the parties fail to resolve the dispute through negotiation, then Engineer may seek to have its claim for fees resolved by a court of competent jurisdiction without first participating in mediation.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. ~~If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$[].~~
2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project,
- B. *Indemnification by Owner:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use

resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

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This is EXHIBIT K, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated September 11, 2025.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

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

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

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

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

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

OWNER:

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

By:

By:

Print
name:

Print
name:

Title:

Title:

Date Signed:

Date Signed:

This is EXHIBIT M, NYSEFC Mandatory State Revolving Fund Equivalency Project Terms and Conditions for Equivalency Projects Funded, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [January 10, 2024](#).

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Mandatory State Revolving Fund Equivalency Project Terms and Conditions

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

Identify Contract Type prior to Advertisement for Bid:

☐ **Construction**

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

☐ **Non-Construction**

Effective October 1, 2023

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

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INTRODUCTION

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

REQUIRED CONTRACT LANGUAGE

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

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

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

Contract means an agreement between a Recipient and a Contractor.

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

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

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

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

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

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

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

State means the State of New York.

Subcontract means an agreement between a Contractor and a Subcontractor.

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

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

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

SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS

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

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

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

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

I. General Provisions

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

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

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

II. Equal Employment Opportunities (EEO)

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

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

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

III. Good Faith Efforts and Fair Share Objectives for DBEs

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

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

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

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

C. DBE Utilization Plan

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

D. Submission of Good Faith Effort Documentation

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

E. Quarterly Report

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

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

F. Other Requirements

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

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

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

I. BABA Requirements

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

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

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

The Contractor hereby represents and warrants that:

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

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

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

II. AIS Requirements

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

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

The Contractor hereby represents and warrants that:

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

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

SECTION 4 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

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

For Contracts in Excess of \$2,000:

1. Minimum Wages

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

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

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
2. The classification is utilized in the area by the construction industry; and,
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

2. Withholding. The Recipient shall upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information

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

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

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

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

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

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

4. Apprentices and trainees.

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

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

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

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

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

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

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

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

For Contracts in Excess of \$100,000:

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

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

SECTION 5 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

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

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

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

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

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

SECTION 6 RESTRICTIONS ON LOBBYING

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

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

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

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

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

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

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

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

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

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

SECTION 8 CONSTRUCTION SIGNS

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

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

ATTACHMENTS (Required Forms)

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Attachment 1 – EFC DBE Utilization Plan

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Environmental Facilities Corporation

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

Instructions for Contractors & Service Providers:

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

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

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

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

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

Instructions for Minority Business Officers (MBO):

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

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

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

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

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

SECTION 3: DBE SUBCONTRACTOR INFORMATION

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

SECTION 3: DBE SUBCONTRACTOR INFORMATION continued

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

SECTION 4: GOOD FAITH EFFORT DOCUMENTATION

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

Provide the following:

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

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

Documentation for Requests for Specialty Equipment Exclusions:

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

Documentation for Requests for Specialty Service Exclusions:

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

SIGNATURE

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

Date:

Name (Please Type):

Attachment 2 – BABA Contractor’s Certification

DRAFT



Environmental Facilities Corporation

BABA CONTRACTOR CERTIFICATION

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

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

Project Title:

Contractor's Name:

Contract ID:

SRF Project No.:

SRF Recipient Name:

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

Signature:

Name (print):

Title:

Date:

Attachment 3 – AIS Contractor's Certification

DRAFT



Environmental Facilities Corporation

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

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

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

Signature:
Name (print):
Title:
Date:

Attachment 4 – Lobbying Certification

DRAFT



Environmental Facilities Corporation

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

SRF Project No.:

Recipient:

Project Description:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

Name:

Title:

Company Name:

Date:

Contract ID:

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, February 28, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 117.24

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

DATED: February 28, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on February 28, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this March 1, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk





February 21, 2024

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

Re: Supplement No. 3 for Professional Engineering Services
Additional Services - 100% Design Services
Wastewater Treatment Plant (WWTP) Improvements

File: 904.050.001

Dear Supervisor Collins:

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this engineering supplement No. 3 for additional services for the Wastewater Treatment Plant Improvements Project. The Town approved a bond resolution for \$20,000,000 on September 14, 2022 for the improvements at the WWTP and various improvement within the collection system as well as purchasing a Sewer Jet/Vacuum Equipment. This was based on the Preliminary Engineering Report (PER), revised dated June 2022.

B&L assisted the Town in submitting a NYS DEC SPDES 2A application in December 2022 and we have been in continuous communication with the Town and NYS DEC since the submission. As of today, the Town has not received their anticipated written SPDES permit. However, through discussions with NYSDEC, including a recent virtual meeting with the Town and B&L, the NYS DEC is developing a phosphorus Total Maximum Daily Load (TMDL) for the Mohawk River. Therefore, it is anticipated that NYS DEC will add effluent phosphorus limits to the WWTP's SPDES permit at some point in the near future. The value of this limit has not been finalized yet, but is expected to be in the proximity of 0.5 mg/l. At that anticipated limit, both chemical addition and tertiary disk filters will be needed. In our original engineering services agreement we indicated a scope of services item whereby we would identify a location for future filters; however, it did not include detailed design services for bidding and construction. Therefore, the design of the chemical feed system and tertiary disk filters are an additional service to our original agreement.

The NYSDEC also indicated in this virtual meeting that an effluent residual chlorine limit of 0.054 mg/l is anticipated to be included in the WWTP's new SPDES permit. In light of this requirement, B&L has completed an evaluation of options and recommends that an ultraviolet (UV) disinfection system be installed to avoid the need for chemical dechlorination of the WWTP's effluent. This change is documented in detail in the technical memorandum titled 'Disinfection Alternatives', dated February 15, 2024, which is attached to this supplement no. 3. For this requirement, the Town is eligible for additional grant funding through the NYS DEC Water Quality Improvement Project Program (WQIP), which in past years has focused on WWTP disinfection improvements. We recommend the Town pursue this funding in the summer 2024.



In addition to these NYS DEC added requirements, the Town is seeing increasing costs in sludge disposal. B&L was asked to prepare a technical memorandum to evaluate alternatives for sludge disposal and it is attached to this supplement no. 3.

Since the start of the preliminary design phase, there has been several technical changes to the scope of work. We have summarized these project changes in a technical memorandum that details all the changes and revisions from the acceptance of the revised PER. This memorandum also includes a revised opinion of probable project costs with the changes above. It is anticipated that the WWTP improvements can be completed within the \$20 million bond resolution, however, the cost increase will not likely allow for the contemplated collection system improvements. The added components to the WWTP will add approximately \$3,500,000 to the construction costs, bringing the total opinion of probable cost for the WWTP improvements to approximately \$19.6 million.

The design services have been completed in accordance with NYSEFC's requirements as outlined in the in Terms and Conditions of the original agreement as the project will be funded via the congressional funds, infrastructure stimulus funds, local financing and/or NYS EFC financing. The Town was recently awarded \$4,760,000 from NYSEFC through the Water Infrastructure Improvement grant (WIIA) program and is eligible for subsize financing. For this project, it is B&L's understanding that this project does not need to meet NYSEFC's Architectural/Engineering Services Procurement requirements as it meets the following conditions:

- Original agreement was signed before October 1, 2022, and
- A financing application was submitted for the project prior to June 16, 2023, and
- A project finance agreement has to be entered prior to October 1, 2024
 - o The Town currently has a missing items list from NYSEFC, and all the outstanding items need to be submitted by mid-April to make the October 1, 2024 deadline. We are anticipating this will happen by the Town.

As requested this supplement encompasses the detailed final design tasks to initiate the additional tasks stated above to the 100% design level and ready for bidding. Bidding and construction phase services are not included herein and will be provided under separate authorization at a later date.

The current trunk sewer evaluation services would stay in our current agreement, due to access limitations our subcontractor could not complete the CCTV inspection. Therefore, the approximately 60% of the trunk sewer has been evaluated. Once the access road has been constructed the remainder of the trunk sewer can be cleaned and inspected for evaluation.

Scope of Services

1. NYSDEC WQIP Application:

B&L will update the approved PER as needed from the above noted previously completed technical memorandums for submission of the WQIP application. B&L, with assistance from the Town, will complete all the requirements of the application and submit it on behalf of the Town.



2. Additional Treatment Processes Design Services:

The additional unit processes (tertiary disk filters, UV disinfection and sludge stabilization) will be developed to determine capital costs, operation and maintenance costs, operational needs, layout requirements and support systems (e.g., electrical, mechanical, plumbing).

The anticipated deliverables under this phase will consist of the following items:

- Drawings indicating final configurations, final equipment layout, and building locations for additional treatment processes;
- Final Basis of Design Report update with additional treatment processes;
- Structural/Architectural, Mechanical, Plumbing and Electrical Drawings for additional processes;
- Prepare technical specifications for the additional improvements;
- Submit Plans, Specifications and Basis of Design Report to funding and regulatory agencies for review and approval; and
- Address any comments from the agencies and Town to finalize the design for bidding and construction.

Meetings with the Town will be included to advance the project. We assume three (3) on-site meetings as well as team conference/zoom calls to review these additional processes.

Fee Proposal Summary

Barton & Loguidice, D.P.C. proposes to provide the scope of services described herein for a total lump sum fee of \$245,000, of which \$12,500 will be for PER revisions and WQIP application preparation services and the remaining \$232,500 will be for the final design services for the additional treatment processes. This will increase the total design fee to \$1,245,000. The anticipated opinion of construction costs for the WWTP is around \$16.5 million. Our engineering fee will be about 7.5% of the construction costs and are under typical industry standards for engineering design services. The required M/WBE subconsultant services will meet the requirements established by NYSEFC for this project. We would not exceed this amount unless the Town first authorized a modification of the scope and fee.

Thank you for the opportunity to be of continued service to the Town of Rotterdam. If you have any questions, please feel free to contact our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in black ink, appearing to read 'Donald H. Fletcher', is written over a large, faint, diagonal watermark that spans the center of the page.

Donald H. Fletcher
Principal

JAB/tlh



Authorization

Barton & Loguidice, D.P.C. is hereby authorized by Town of Rotterdam ("Owner") to proceed with the services described herein in accordance with the original agreement.

Mollie A. Collins

Mollie A. Collins, Supervisor
Town of Rotterdam

3/4/2024

Date

copy

RESOLUTION NO. 78.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, January 25, 2023, at 7:00 p.m., the following resolution was duly adopted:

**TO AUTHORIZE AN AGREEMENT WITH BARTON AND LOGUIDICE FOR
WASTEWATER TREATMENT PLANT IMPROVEMENTS-SUPPLEMENT NO. 2**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Barton and Loguidice, located at 10 Airline Drive, Suite 200, Albany New York 12205, for professional engineering services for the Wastewater Treatment Plant Improvements advancing to a 60% Schematic Design and plan preparation to 100% Design Documents stage, in an amount not to exceed four hundred seventy-five thousand and 00/100 (\$475,000.00) dollars, for a total contract amount not to exceed one million and 00/100 (\$1,000,000.00) dollars.

SECTION 2. This resolution shall become effective January 25, 2023.

DATED: January 25, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on January 25, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 27, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



Barton & Loguidice

January 16, 2023

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

Re: Supplement No. 2 for Professional Engineering Services
100% Design Services
Wastewater Treatment Plant Improvements

File: 904.050.001

Dear Supervisor Collins:

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this engineering supplement No. 2 for the following services for the Wastewater Treatment Plant Improvements Project:

- Advance the 60% Schematic Design and plan preparation to 100% Design Documents stage

This encompasses the project identified in the September 2020 Preliminary Engineering Report (PER) and August 2022 Map & Plan (M&P) and will increase the WWTP capacity from 1.5 mgd to 1.8 mgd and replace several of the main unit processes with an alternative technology. In addition to the completion of these two (2) reports, to date we have assisted the Town with the following:

- Completion of SEQR
- Preparation of various congressional funding applications
- Revised and submitted the M&P to the bond counsel for their use in preparation of the bond resolution
- Submission of 2A SPDES permit application to NYSDEC
- Assisted the Town in securing a No Impact SHPO compliance response
- Completed a second application to NYSEFC WIIA and submitted for funding, and
- Completed various field investigations

These design services will be completed in accordance with NYSEFC's requirements as outlined in the In Terms and Conditions of the original agreement as we are assuming the project will be funded via the congressional funds, infrastructure stimulus funds, local financing and/or NYS EFC financing.

As requested this supplement encompasses the detailed final design tasks to initiate the entire project from an approximate 60% design level at the wastewater treatment plant to the 100% design level. Bidding and construction phase services are not included herein and

would be provided under separate authorization at a later date. Further, the survey and geotechnical field services and preliminary engineering services for the trunk sewer would be completed at a later date under separate authorization once the CCTV inspection of the trunk sewer is completed and we have evaluated the condition of the trunk sewer. At this point only a portion of the trunk sewer has been evaluated. Once the access road has been constructed the remainder of the trunk sewer can be cleaned and inspected.

Scope of Services

1. 100% Design Documents Stage

All selected unit processes will be further developed with each manufacturer to determine capital costs, operation and maintenance costs, operational needs, layout requirements and support systems (e.g., electrical, mechanical, plumbing).

We will further the final design of the structural, architectural, plumbing, mechanical and electrical project components. We will also further advance the wastewater process design from the 60% stage to 100% stage.

The anticipated deliverables under this phase will consist of the following items:

- Drawings indicating final tank configurations, final equipment layout, and building locations further detailed beyond 60%
- Final Basis of Design Report
- Structural/Architectural, Mechanical, Plumbing and Electrical Drawings advanced to 100% design stage
- Submit Plans, Specification and Basis of Design Report to funding and regulatory agencies for review and approval
- Address any comments from the agencies and Town to finalize the design for bidding and construction

Meetings with the Town will be included as needed to advance the project. We assume three (3) on-site meetings as well as team conference/zoom calls.

Fee Proposal Summary

Barton & Loguidice, D.P.C. proposes to provide the scope of services described herein for a total lump sum fee of \$475,000. This will bring the total design fee to approximately \$1,000,000. The anticipated opinion of construction costs for the WWTP is around \$13 million. Our engineering fee is around 7.7% of the construction costs and under typical industry standards for engineering design services. The required M/WBE subconsulting services will meet the minimum limits established by EFC for this project. We would not exceed this amount unless the Town first authorized a modification of the scope and fee.

Mollie A. Collins, Supervisor
Town of Rotterdam
January 16, 2023
Page 3



Thank you for the opportunity to be of continued service to the Town of Rotterdam. If you have any questions, please feel free to contact our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in black ink, appearing to read 'Donald H. Fletcher', is written over a horizontal line.

Donald H. Fletcher
Senior Vice President

JAB/tlh

Authorization

Barton & Loguidice, D.P.C. is hereby authorized by Town of Rotterdam ("Owner") to proceed with the services described herein in accordance with the original agreement.

A handwritten signature in black ink, appearing to read 'Mollie A. Collins', is written over a horizontal line.

Mollie A. Collins, Supervisor
Town of Rotterdam

1/21/2023
Date

At the Town Board scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, December 8, 2021 at 6:00 p.m., the following resolution was duly adopted:

Moved on Consent

RESOLUTION NO. 309.21

A RESOLUTION TO AUTHORIZE A CONTRACT WITH BARTON & LOGUIDICE

THEREFORE, UPON MOTION OF Councilmember SIGNORE, seconded by

Councilmember MILLER-HERRERA, NOW

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute a contract with Barton and Loguidice, 10 Airline Drive, Suite 200, Albany, New York 12205, for design services for the Wastewater Treatment Plant (WWTP) Improvements, in an amount not to exceed two hundred and fifty thousand and 00/100 dollars (\$250,000.00).

SECTION 2. This resolution shall become effective December 8, 2021.

DATED: December 8, 2021

NAME	AYES	NOES	ABSTAIN
Christou	X		
Guidarelli	X		
Miller-Herrera	X		
Signore	X		
Tommasone(absent)			

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on December 8, 2021 and that the foregoing is a true and correct transcript of the original resolution and of the whole thereof and that said original resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this December 9, 2021.



Diane M. Marco

Diane M. Marco, Town Clerk

12-8-2021

Barton & Loguidice

December 3, 2021

Mickey Maher, DPW Advisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

Re: Supplement #1 for Professional Engineering Services -- 60% Design Services
Wastewater Treatment Plant Improvements (WWTP)
File: 904,050.001

Dear Mr. Maher,

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this supplement #1 for the following services for the Wastewater Treatment Plant Improvements Project:

Advance the 30% Schematic drawings and plan preparation to 60% Design Documents stage

This encompasses the project identified in the September 2020 Preliminary Engineering Report (PER) and March 2021 Map & Plan (M&P) and will increase the WWTP capacity from 1.5 mgd to 1.8 mgd and replace several of the main unit processes with an alternative technology. In addition to the completion of these two reports, to date we have assisted the Town with the following:

- Completion of SEQOR,
- Preparation of various congressional funding applications,
- Provided the M&P to the bond counsel for their use in preparation of the bond resolution,
- Assisted the Town in securing a No Impact SHPO compliance response,
- Completed the NYSEFC WIA application and submitted for funding, and
- Completed various field investigations.

These services will be completed in accordance with NYSEFC's requirements as outlined in the attached Terms and Conditions as we are assuming the project will be funded via the congressional funds, infrastructure stimulus funds and/or NYS EFC financing.

As requested this supplement only encompasses the preliminary tasks to initiate the entire project from an approximate 30% design level at the wastewater treatment plant to the 60% design level. Detailed final design plans and specifications, bidding and construction phase services are not included herein and would be provided under separate authorization at a later date. Further, the survey and geotechnical field services and preliminary engineering services for the trunk sewer would be completed at a later date under separate authorization once the CCTV inspection of the trunk sewer is completed and we have evaluated the condition of the trunk sewer.



Scope of Services:

B&L proposes to provide the following scope of services:

1. 60% Design Documents Stage

All selected unit processes will be further developed with each manufacturer to determine capital costs, operational and maintenance costs, operational needs, layout requirements and support systems (e.g. electrical, mechanical, plumbing).

We will commence design of the structural, architectural, plumbing, mechanical and electrical project components. We will also further advance the wastewater process design from 30% to 60% stage.

The anticipated deliverables under this phase will consist of the following items:

- Drawings indicating general tank configurations, general equipment layout, and approximate building locations further detailed beyond 30%;
- Preliminary Hydraulic Calculations;
- Drawing indicating the Process Flow Schematic; and
- Structural/Architectural, Mechanical, Plumbing and Electrical Drawings advanced to 60% design

Meetings with the Town will be included as needed to advance the project. We assume three on-site (3) meetings as well as team conference/zoom calls.

Fee for Services:

Barton & Loguidice, D.P.C. proposes to provide the scope of services described herein for a total lump sum fee of \$250,000. The required MWBE subconsulting services will meet the minimum limits established by EFC for this project.

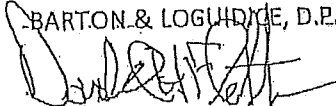
We would not exceed this amount unless the Town Board first authorized a modification of the scope and fee. Services would be invoiced to the Town monthly through the invoice date and our Standard Billing Rate schedule would be utilized.

Mickey Maher, DPW Advisor
Town of Rotterdam
December 3, 2021
Page 3

**B
&L**

Thank you for the opportunity to be of continued service to the Town of Rotterdam. If you have any questions, please feel free to contact our office.

Sincerely,

BARTON & LOGULDICE, D.P.C.

Donald H. Fletcher
Senior Vice President

Encl. NYSEFC Terms & Conditions

AUTHORIZATION

Barton & Loguldice, D.P.C. is hereby authorized by the Town of Rotterdam to proceed with the services described herein in accordance with the original agreement terms and conditions.

Mollie A. Collins
Authorized Printed Name

Mollie A. Collins
Authorized Signature

1/31/2023
Date

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, August 11, 2021 at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 220.21

**AUTHORIZE THE SUPERVISOR TO SIGN PROPOSAL FROM BARTON & LOGUIDICE
FOR WWTP**

**THEREFORE, UPON MOTION OF Councilmember MILLER-HERRERA, seconded by
Councilmember SIGNORE,**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Authorize the supervisor to sign the proposal from Barton & Loguidice for the Waste Water Treatment Plant (WWTP).

SECTION 2. This resolution shall become effective August 11, 2021

DATED: August 11, 2021

NAME	AYES	NOES	ABSTAIN
Christou	X		
Guidarelli	X		
Miller-Herrera	X		
Signore	X		
Tommasone(absent)			

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on **August 11, 2021** and that the foregoing is a true and correct transcript of the original resolution and of the whole thereof and that said original resolution is on file in the Town Clerk's office.

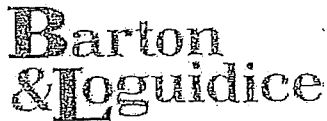
I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 18, 2021.

Diane M. Marco

Diane M. Marco, Town Clerk





August 2, 2021

Mickey Maher, DPW Advisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

Re: Proposal for Engineering Services – Field Services, Funding Assistance & 30% Design Services
Wastewater Treatment Plant Improvements (WWTP)
File: P702.4401

Dear Mr. Maher,

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this proposal for the following services for the Wastewater Treatment Plant Improvements Project:

Topographic survey at the WWTP;
Geotechnical investigations at the WWTP;
Wetland assessment/threatened and endangered species screening for the entire project limits;
CCTV inspection of the trunk sewer;
NYSDEC SPDES permit application;
Preparation of various funding applications;
Hazardous Materials Investigation;
Basis of Design report services; and
30% Schematic drawings and plan preparation

The proposal encompasses the project identified in the September 2020 Preliminary Engineering Report (PER) and March 2021 Map & Plan (M&P) and will increase the WWTP capacity from 1.5 mgd to 1.8 mgd and replace several of the main unit processes with an alternative technology. In addition to the completion of these two reports, to date we have assisted the Town with completion of SEQR, preparation of various congressional funding applications, provided the M&P to the bond counsel for their use in preparation of the bond resolution and assisted the Town in securing a No Impact SHPO compliance response.

These services will be completed in accordance with NYSEFC's requirements as outlined in the attached Bid Packet as we are assuming the project will be funded via the congressional funds, infrastructure stimulus funds and/or NYS EFC financing.

As requested this proposal only encompasses the preliminary tasks to initiate the entire project to an approximate 30% design level at the wastewater treatment plant. Detailed final design plans and specifications, bidding and construction phase services are not included herein and would be provided under separate authorization at a later date. Further, the survey and geotechnical field



services and preliminary engineering services for the trunk sewer would be completed at a later date under separate authorization once the CCTV inspection of the trunk sewer is completed and we have evaluated the condition of the trunk sewer.

Scope of Services:

B&L proposes to provide the following scope of services:

1. *Survey and Base Mapping Services*

Topographic survey and base mapping services will be required for design and construction of the WWTP improvements. B&L will retain the services of an M/WBE certified survey subconsultant to prepare base mapping for the project area to assist in meeting M/WBE subcontract requirements. Solicitations will be obtained in accordance with NYSEFC requirements. We expect the entire active WWTP site to be surveyed.

The survey will include all evident planimetric and topographic features such as one-foot contour intervals, tanks/structures, landscaping, trees, overhead utilities, poles, underground utility evidence, pipe inverts and critical tank weir elevations etc. Property lines will be shown from tax maps and available infrastructure mapping provided to B&L from the Town. An easement or boundary survey is not included herein nor is any deed research / boundary survey research included as we plan to complete all improvements within the current Town owned property.

Horizontal and vertical datum will be state plane coordinates by static GPS processed by OPUS or NYSNET. A benchmark will be set at the site for use by the contractors.

Underground utilities will be located and shown based on existing utility mapping and Dig Safely New York mark-outs.

2. *Subsurface Investigation and Geotechnical Report*

B&L will retain the services of an M/WBE certified subconsultant to complete soil borings and geotechnical analysis at the WWTP. Boring logs documenting subsurface conditions will be prepared for use in design and bidding phases of the project.

- a. Nine (9) total bores shall be completed. Seven (7) at 35 feet deep and two (2) at 60 feet deep.
- b. If rock is encountered core rock for 5 feet past refusal using NX-size core barrel.
- c. Perform soil sampling and Standard Penetration Testing (SPT), using a 2-inch OD split spoon sampler, in accordance with ASTM D 1586: "Standard Test Method for



Standard Penetration Test (SPT) and Split Barrel Sampling of Soils, "continuously to a minimum depth of 12 feet and at 5-foot intervals thereafter.

- d. Bores shall be completed using 3 1/2 inch hollow stem auger.
- e. Backfill all borings using native material.
- f. NYS Prevailing Wages will apply.
- g. Prepare geotechnical engineering report to document all findings from investigation including Seismic Site Classification and provide foundation requirements for tanks and associated soil requirements.

3. *SEQR including Archeological Assessment*

SHPO sign off was obtained previously. A SEQR Long-Form was completed and B&L assisted the Town with the coordinated review process and a negative declaration was made by the Town Board. No others services are included at this time.

4. *Wetlands Assessment & Threatened and Endangered Species Screenings*

B&L will complete a site visit to determine if NYSDEC (state) or ACOE (federal) wetlands are present within the project limits and the wetlands delineation will be completed. A delineation report and Nationwide ACOE wetlands permit application will be prepared and forwarded for review and approval, if required. It is assumed that an individual ACOE wetlands permit or wetland mitigation design services are not required for this project. These services would be provided under separate authorization, if needed.

5. *Sewer Trunk Cleaning and Televising Program*

The 6,000 linear foot of sanitary sewer trunk main has had about 600 linear foot previously reviewed and improved. A light cleaning and televising program would be used to investigate the condition of the remaining 5,400 linear foot. It is proposed that cleaning and televising would be subcontracted by B&L to a qualified M/WBE certified subcontractor. This would provide an opportunity to potentially fulfill any M/WBE requirements. Additional cleaning and televising beyond the amount that is allowed for under this agreement would be completed or paid for as an additional service by the Town, if requested.

Once televising is completed, B&L will review written logs and videos and prepare a summary map and table of defects that will generally include manhole-to-manhole section number, pipe size and material, description of defect type (i.e., cracked pipe, shear break, cracked joint, leaking service tap, running lateral, etc.), location of each defect (linear feet from manhole), and estimate of infiltration rate at the time of televising, if estimated. Where pipe dips occur due to settlement (camera goes underwater), the location of the



start and end points for the dip will be recorded. Defects recorded during the sewer televising program will be shown on the general plan. The Town will provide the personnel and traffic control equipment for assisting our subcontractor with sewer main cleaning and televising, as necessary. In addition, the town staff will need to clear the off road corridor ahead of time for the subcontractor to adequately access the manholes and corridor.

We are assuming that the subcontractor can complete the service in 6 days. We will advise if additional time is needed.

6. SPDES Permit Modification – DEC Form 2A

To initiate the project an increase in permitted flow is needed and approval from NYSDEC with respect to the effluent limits for the facility.

B&L will prepare the Municipal Form 2A outlining the following:

- Facility Information
- Proposed Flow and Loadings
- Proposed new WWTP Processes
- Summary of sampling data provided by the Town
- Details of the existing outfall and stream cross section

We will work with NYSDEC to secure final effluent discharge limits for the proposed discharge.

7. NYSEFC WIIA Application & Various Funding Assistance

A Clean Water State Revolving Loan & WIIA funding application will be submitted for the Town to secure long term financing for the project. The following services are required:

a. Identification of Data Requirements

B&L will prepare a list of information needed from the Town. Upon receipt, this information will be reviewed and included in the application.

b. Preparation of CWSRF WIIA Funding Application

B&L will submit an application for both short term and long term financing in accordance with NYSEFC requirements. The application package will include:

- Application Forms
- Town Municipal and Bond Resolutions
- Engineering Report (previously completed)
- Associated Environmental Review Documents



- M/WBE-EEO Program Documents.
- Financial Information (*prepared by Town*)
- Agreements for Professional Services
- Construction Plans for WWTP project and Engineering Reports (as they become available)
- Notice to Proceed for Construction Project (when available)
- Title to Project Site (*prepared by Town*)

A copy of the draft application forms will be submitted electronically to the Town for review. Upon approval, B&L will submit the Final Application and associated information to the NYSEFC for approval. A copy of the final submittal provided to EFC will be provided to the Town.

c. Support Assistance – Funding Applications

B&L will provide support to the Town to respond to questions that may arise from the NYSEFC review but anticipates that long term coordination of financial needs will be provided by the Town staff and their financial advisor/CPA.

8. Hazardous Building Material Assessment

Physically survey and sample suspect building materials located in all accessible areas of the existing facilities that includes built-out interior space. The buildings will be subject to a pre-renovation survey for ACM in accordance with NYSDOL ICR56 regulations. Our approach is defined below.

- Certified building inspectors will review, to the extent feasible, suspect ACM used in the construction of the buildings. This survey will include review of interior and exterior materials. Some invasive survey methods will be used to access and locate potential concealed materials for sampling.
 - Triplicate bulk samples will be collected from each homogeneous material in the building with the exclusion of non-friable organically bound materials (NOBs). Triplicate sampling is recommended by the U.S. EPA as a means of reducing erroneous findings due to random variations in asbestos content or analytical error. At least two samples of homogeneous NOBs will be collected and composited for analysis.
 - Sample locations and asbestos containing materials will be recorded on single line CADD or hand-drawn diagrams (not to scale) by B&L inspectors. The drawings will be marked up to depict sample locations and material type.
 - Asbestos containing products will be assumed to be ACM and will not be sampled based on the discretion of the project inspectors.
 - Serial analysis will be performed on triplicate sets of samples at an appropriately accredited laboratory contracted by B&L. Bulk asbestos samples will be analyzed using the

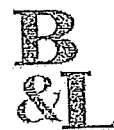


EPA interim method of dispersion staining/polarized light microscopy (PLM). The laboratory will analyze the first sample of each series (set). If this sample tests positive for asbestos, then no additional samples of the series will be analyzed. If the first sample tests negative for asbestos, then additional samples in the series will be analyzed until a sample tests positive. If samples in a series test negative for asbestos, then the material will be considered asbestos-free. The laboratory will review samples in each set for similarity of materials. Where required, the laboratory will supplement the PLM method with the stratified point count technique.

- NOBs, which will include floor tiles/mastics, floor levelers, caulks, sealants, and roofing materials, found to be negative for asbestos by PLM, will be verified as negative by transmission electron microscopy (TEM). TEM analysis is the most definitive analysis for determination of asbestos in an NOB. NOB samples will be analyzed by an accredited TEM laboratory subcontracted by B&L.
- Analysis of any SFP and/or surfacing materials is contemplated by standard PLM analysis only. We will notify the Town if any SFP or surfacing material contains vermiculite as identified by the laboratory. If the SFP or surfacing material is determined to contain vermiculite, we will need to revisit the site and collect additional samples. It will then be required to be analyzed by a specific analysis instituted by NYSDOH. The specific sampling protocol and laboratory analysis to determine asbestos content for Sprayed-on Fireproofing containing vermiculite (SOF V) is analytical method ELAP 198.8. In the absence of sampling, the material determined to contain vermiculite is required to be a presumed asbestos containing material (PACM). Analytical costs for this method are exorbitant. However, the cost to address the SFP as PACM would be significant versus the laboratory costs to potentially refute the presence of asbestos. Our fee does not include collection and analysis by this method.
- We will collect roof samples. We will patch any penetrations made by our inspectors with commercially available roof patch. We cannot be responsible for subsequent leakage.
- A report will be issued that will identify all materials sampled and the results of sampling for the property. The Pre-Renovation Survey report will identify survey methodologies. Extent of ACM shall be identified in tabular form and on electronic drawings. Laboratory reports, chain-of-custody forms, and pertinent data generated during the survey will be included in the report.

Lead-Based Paint Characterization

These services will include a limited sampling survey of painted surfaces to document lead content for determination of handling during construction. Our approach will include the following:



- Certified lead inspectors will perform a brief review of existing building components for suspect LBP and varnish. For the purposes of renovations, it is only necessary to remove and collect LBP that is not sufficiently adhered to its substrate.
- LBP sampling will be conducted by the collection of bulk samples. A bulk paint sampling survey will include the physical collection of predominant representative paint throughout the building. Paint samples will be analyzed by Atomic Absorption Spectrometry (AAS) for the presence of lead. Contractors disturbing paint containing lead are required to follow the OSHA Construction Standard for Lead (29 CFR 1926.62). This standard regulates paint if any detectable level of lead is determined to be present. All sample locations and results will be documented on available drawings. Referenceable regulatory levels for considering paint to be lead containing is 0.5% lead by weight or 1.0 milligrams per square centimeter (mg/cm²). Contractors' work that disturbs paint with any measurable level of lead must comply with the applicable OSHA standard. All sample locations and results will be documented.
- Once laboratory results determine lead content we will document the extent of LBP. A list of surfaces identified to be covered with LBP will be provided along with an estimate of loose and flaking paint.

Hazardous Building Material Assessment/Universal Waste

B&L will conduct an assessment of the buildings for the presence of other materials that may require addressing prior to renovation/improvements. Potential materials will include: PCB containing light ballasts, switches, and transformers; and mercury containing fluorescent bulbs, switches, and thermostats. Sampling for mercury or PCB oil is not contemplated at this point. We will document the existence of said materials as observed. The results of the hazardous material assessment will be provided in the pre-renovation asbestos report. The location, content of materials where observed, and the required handling and disposal methods for each will be provided. Recommendations for further investigation and/or analytical sampling will also be included as necessary based on observations.

PCB Containing Caulk -- There has been found to be a potential for PCBs (polychlorinated biphenyls) to be present in building materials, specifically caulking. We will sample representative exterior caulking for laboratory analysis in accordance with EPA Method 8082 for PCBs. The purpose of the sampling will only be informational and precautionary to avoid potential improper handling in the event that PCB caulk is identified.

9. Basis of Design Report/30% Schematic Design

To more clearly establish the project design, B&L will prepare a Basis of Design Report in accordance with New York State Department of Environmental Conservation requirements



Including design standards as defined in "Recommended Standards for Wastewater Works" and TR-16, except any variations approved by NYSDEC.

A new hydraulic profile will be developed for the new WWTP process. It will analyze average and peak hourly flows.

All selected unit processes will be further developed with each manufacturer to determine capital costs, operational and maintenance costs, operational needs, layout requirements and support systems (e.g. electrical, mechanical, plumbing).

The report will present proposed process equipment and will contain figures illustrating the preliminary layout of the unit processes, building locations, WWTP hydraulics, tank and equipment configurations, and yard piping.

The anticipated deliverables under this phase will consist of the following items:

- Basis of Design Report including process calculations and equipment cut sheets
- Drawings indicating general tank configurations, general equipment layout, and approximate building locations
- Preliminary Hydraulic Calculations
- Drawing indicating the Process Flow Schematic

The layout provided will be analyzed with respect to operations and maintenance, safety, and reliability.

The Basis of Design report will contain the following:

- Written text describing the proposed WWTP upgrade
- Drawing of proposed site illustrating general tank configurations, general equipment layout, and building locations
- Drawing of proposed process flow schematic
- 30% opinion of probable project cost
- Process calculations
- Preliminary hydraulic calculations
- Manufacturer and equipment data

A review meeting will be held with the Town and WWTP personnel at the completion of the Draft Report and comments will be incorporated into the Final Basis of Design Report. This meeting can also be used as a public information session if desired by the Town.

B&L will provide the Town with eight copies of the Final Basis of Design Report for submittal to the Town and the NYSDEC for approval.



Three on-site (3) meetings are included during the Basis of Design phase as well as team conference/zoom calls.

Fee for Services:

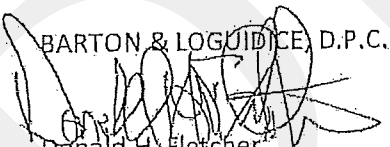
Barton & Loguidice, D.P.C. proposes to provide the scope of services described herein for a total fee of \$278,000 as outlined below. The required MWBE subconsulting services will meet the minimum limits established by EFC for this project.

Survey & Base Mapping Services	\$ 42,000	Lump Sum
Subsurface Investigation and Geotechnical Report	\$ 35,000	Lump Sum
SEQR Including Archeological Assessment	\$.0	Previously Completed
Wetlands Assessment & Threatened/Endangered Screenings	\$ 5,000	Lump Sum
Sewer Trunk Cleaning and Televising Program	\$ 45,000	Allowance
SPDES Permit Modification – Form 2A	\$ 3,000	Lump Sum
NYSEFC WIIA Application & Various Funding Assistance	\$ 6,000	Time & Expense
Hazardous Building Material Assessment	\$ 12,000	Lump Sum
Basis of Design Report/ 30% Schematic Design	\$130,000	Time & Expense

We would not exceed this amount unless the Town Board first authorized a modification of the scope and fee. Services would be invoiced to the Town monthly through the invoice date and our Standard Billing Rate schedule would be utilized.

Thank you for the opportunity to be of continued service to the Town of Rotterdam. If you have any questions, please feel free to contact our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher
Senior Vice President

Encl. Standard Terms and Conditions
NYSEFC Bid Packet



AUTHORIZATION

Barton & Loguidice, D.P.C. is hereby authorized by the Town of Rotterdam to proceed with the services described herein in accordance with the attached terms and conditions.

Mollie A. Collins
Authorized Printed Name

Mollie A. Collins
Authorized Signature

3/4/2024
Date

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL ENGINEERING SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("ENGINEER")

The OWNER and the ENGINEER, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Engineer shall provide, or cause to be provided, the services set forth in the proposal to which these terms and conditions are attached (PROPOSAL), and Owner shall pay Engineer for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions, is referred to herein as "Agreement".

2.0 Payment Procedures

Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. If Owner fails to make any payment due Engineer for services and expenses within 30 days after the date of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.0 Additional Services

If mutually agreed by Owner and Engineer, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the PROPOSAL if requested by the Owner. Owner shall pay Engineer for such additional services as follows: (1) as mutually agreed by Owner and Engineer; or (2) an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.0 Termination

If Engineer's services related to the project are terminated for any reason, Engineer shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the OWNER, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.0 Controlling Law

This Agreement is to be governed by the law of the state in which the Project is located.

6.0 Successors, Assigns, and Beneficiaries

Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted herein the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.0 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer pursuant to the PROPOSAL, whichever is greater.

G. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials) except as may be specifically defined in the Scope of Services. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

H. The services to be provided by Barton & Loguidice under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Barton & Loguidice are understood by the parties to this Agreement to be strictly engineering opinions, advice, information or recommendations. Barton & Loguidice is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

8.0 Dispute Resolution

Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If the parties fail to resolve a dispute through negotiation then Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

9.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work for acts, failures to act or failures to perform occurring after Substantial Completion.

10.0 Total Agreement

This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. In the event of a conflict with contractual provisions in a Purchase Order authorization related to this Agreement, the provisions of this Agreement shall control. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

RESOLUTION NO. 336.25

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH TRANE U.S. INC. FOR
TOWN HALL RTU-6 HEAT EXCHANGE REPLACEMENT**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Trane U.S. Inc., located at 301 Old Niskayuna Road, Suite 1, Latham, NY 12110 to replace the Town Hall RTU-6 Heat Exchanger, in an amount not to exceed eight thousand three hundred forty-four (\$8,344.00). dollars.

SECTION 2. This resolution shall become effective October 22, 2025.

DATED: October 22, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: October 17, 2025

TO: Mollie Collins – Town Supervisor

FROM: James Keith – Senior Building Inspector

TITLE OF REQUEST: Trane-Rotterdam Town Hall RTU-6 Heat Exchange Replacement

TOWN BOARD MEETING: October 22, 2025

Background Information: While performing routing maintenance Trane noticed a crack in the Heat Exchange. TRANE is the sole provider at Town Hall.

Evaluation/Analysis: TRANE is the provider for the heating and cooling system at Town Hall.

Recommendation(s): Authorize Supervisor to sign agreement for Trane to replace the RTU-6 Heat Exchanger.

Attachment/Document(s): TRANE quote dated October 17, 2025.

Compliance with Purchasing Policy: Yes.

Effect(s) on Existing Law(s): None

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Trane U.S. Inc.
301 Old Niskayuna Road, Suite 1
Latham, NY 12110
Phone: (518) 785-1315

October 17, 2025

Town Of Rotterdam

Site Address:
Rotterdam Town Hall
1100 Sunrise Blvd Ste 1
Schenectady, NY 12306

ATTENTION: Jim Keith

PROJECT NAME: Rotterdam Town Hall RTU-6 Heat Exchanger Replaceme

We are pleased to propose the following Trane services for the equipment listed. Services will be performed using Trane's exclusive service procedures provided by factory trained and experienced technicians. You receive the full benefit of our expertise derived from being Trane equipment's original manufacturer. Our procedures are environmentally and safety conscious while providing for the efficient delivery of these services.

EQUIPMENT LIST

Rotterdam Town Hall

The following "Covered Equipment" will be serviced at Rotterdam Town Hall:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Rooftop Unit	1	Trane	YSC072H3EH	184913563L	RTU-6

SCOPE OF SERVICE

- Lock out tag out (LOTO) unit electrical and gas supply
- Provide necessary unit disassembly to access heat exchanger
- Remove defective heat exchanger and dispose
- Provide and install new OEM heat exchanger
- Reassemble rooftop unit
- Remove Lockout Tag Out
- Start the unit in heat mode to burn off the heat exchanger.
 - Recommend disabling the smoke detection for the unit during first firing of the unit
- Setup and tune burner to manufacturer specifications
- Verify Proper unit operation

PRICING AND ACCEPTANCE

TOTAL PRICE: **\$8,344.00 USD**

CLARIFICATIONS

- Applicable taxes are not included and will be added to the invoice.
- Any service not listed is not included.
- Work will be performed during normal Trane business hours.
- This proposal is valid for 30 days from October 17, 2025

I appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Jacob Schatz
Account Manager

TARIFFS

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Quoted Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
	Trane U.S. Inc.
_____ Authorized Representative	_____ Submitted By: Jacob Schatz
_____ Printed Name	_____ Proposal Date: October 17, 2025
_____ Title	_____ Cell: Office: (518) 785-1315 License Number:
_____ Purchase Order	_____ Authorized Representative
_____ Acceptance Date	_____ Title
	_____ Signature Date

TERMS AND CONDITIONS

TERMS AND CONDITIONS – QUOTED SERVICE

“Company” shall mean Trane U.S. Inc. for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the services (the “Services”) on equipment listed in the Proposal (the “Covered Equipment”). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

4. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

5. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

6. Services Fees and Taxes. Fees for the Services (the “Service Fee(s)”) shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

7. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

8. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead).

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement (“Pre-Existing Conditions”) including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and
- (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the “Limited Warranty”). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to

Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND. EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO**

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. CONTAMINANTS LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.**

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

17. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

18. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

19. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several

counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

20. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

21. U.S. Government Contracts. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0225)
Supersedes 1-10.48 (1024)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. Definitions. All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. HVAC Machine Data; Access to Customer Extranet and Third Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:

Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.

Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.

Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.

Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).

Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "Laws").

5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("Information Security Program"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.

6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.

8. Information Security Contact. Trane's information security contact is Local Sales Office.

9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.

10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following:

- a. Data backups; and
- b. Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024
Supersedes: November 2023v2

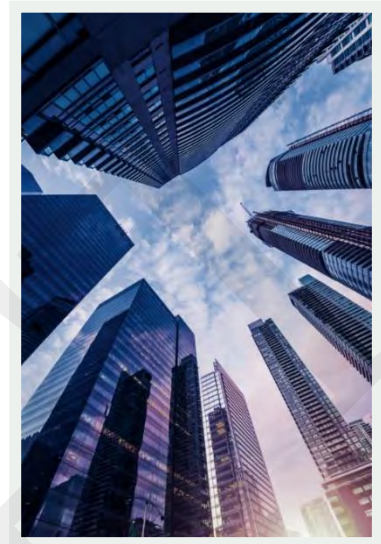
APPENDIX

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training



ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Upon request, Trane can send you an annual report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems