

RESOLUTION NO. 113.22

**TO FILL VACANCIES AND RATIFY CURRENT MEMBERSHIP ON THE TOWN OF
ROTTERDAM COMPREHENSIVE PLAN ADVISORY COMMITTEE**

WHEREAS, the Town Board of the Town of Rotterdam passed Resolution No. 107.19 appointing individuals as members of the Town of Rotterdam Comprehensive Plan Advisory Committee for a one (1) year term commencing April 10, 2019 through April 11, 2020;

WHEREAS, Milan Jackson submitted a resignation from the committee on January 19, 2021;

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby ratifies the continued membership of Milan Jackson on the Town of Rotterdam Comprehensive Plan Advisory Committee from April 11, 2020 to January 19, 2021, accepts the resignation of Milan Jackson from such committee retroactive to January 19, 2021, and appoints Victor Murdock to fill the vacancy created by such resignation, with a term to commence March 9, 2022 and to expire September 30, 2022.

SECTION 2. The Town Board hereby recognizes that the term of Kathleen Curtis as a member of the Town of Rotterdam Comprehensive Plan Advisory Committee expired on April 11, 2020, and appoints Steve Grandstaff to fill the vacancy created thereby with a term to commence March 9, 2022 and to expire September 30, 2022.

SECTION 3. The Town Board hereby extends the term of Comprehensive Plan Advisory Committee Members David Ahl; Lynn Flansburg; Jonathon Tingley; James Trigger; and Greg Campoli to September 30, 2022, and hereby ratifies their continued membership on such Comprehensive Plan Advisory Committee retroactively from April 11, 2020 through the present.

SECTION 4. By virtue of the foregoing, the Town Board hereby recognizes that the Town of Rotterdam Comprehensive Plan Advisory Committee consists of the following seven (7) members, each having terms expiring on the dates set forth below:

<u>Member</u>	<u>Term Expiration Date</u>
David Ahl	September 30, 2022
Lynn Flansburg	September 30, 2022
Jonathon Tingley	September 30, 2022
James Trigger	September 30, 2022
Greg Campoli	September 30, 2022

Victor Murdock
Steve Grandstaff

September 30, 2022
September 30, 2022

SECTION 3. This resolution shall become effective March 9, 2022.

DATED: March 9, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: March 7, 2022

TO: Mollie A Collins, Town Supervisor

FROM: **Peter Comenzo, Senior Planner**

TITLE OF REQUEST: Request from the Comprehensive Plan Advisory Committee to Appoint New Members

TOWN BOARD MEETING: March 9, 2022

Background Information: On October 26, 2021 the four (4) members present for the Comprehensive Plan Advisory Committee voted unanimously to request that the Town Board fill the vacancy created by the resignation of Milan Jackson, and to replace member Kathleen Curtis.

Evaluation/Analysis: Milan Jackson submitted his resignation from the Committee on January 19, 2021. Kathleen Curtis has attended 0 of 12 meetings of the Committee. The resignation and lack of attendance and participation from members make it difficult to maintain a quorum of members and to schedule meetings.

Recommendation(s): Town Board should appoint a new member to fill the vacancy created by the resignation of Milan Jackson and should remove Kathleen Curtis from the Committee and appoint a new member in her place.

Attachment/Document(s): Resignation of Milan Jackson dated January 19, 2021
Committee Meeting Attendance Sheet

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Town of Rotterdam Comprehensive Plan Update

[illegible]

RESOLUTION NO. 114.22

**TO APPOINT BRUCE W. BONACQUIST AS A MEMBER OF THE ZONING BOARD
OF APPEALS**

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 accepts the resignation of Rachel Rappazzo from the Zoning Board of Appeals retroactive to February 18, 2022.

SECTION 2. Bruce W. Bonacquist of Rotterdam, New York, is hereby appointed as a member of the Town of Rotterdam Zoning Board of Appeals to fill the unexpired term of Rachel Rappazzo, with such term ending December 31, 2024.

SECTION 2. This resolution shall become effective March 9, 2022

DATED: March 9, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

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LEGISLATIVE REQUEST FORM

DATE: March 7, 2022

TO: Mollie Collins, Town Supervisor

FROM: Philip Eats - Chairman, Zoning Board of Appeals

TITLE OF REQUEST: Request to fill Zoning Board of Appeals member vacancy.

TOWN BOARD MEETING: March 9, 2022

Background Information: There is currently a vacancy on the Zoning Board of Appeals. I would like the Town Board **fill the remaining term which ends December 31, 2024.**

Evaluation/Analysis: Zoning Board Member Rachel Rappazzo turned in her resignation from the Zoning Board on February 18, 2022. I would respectfully request that the Town Board consider the appointment of Bruce Bonacquist to fill her remaining term.

Recommendation(s): Since the Board has only 5 members it is critical that we fill this vacancy as soon as possible to be ready for the March meeting.

Attachment/Document(s): Memo to Town Board dated February 22, 2022

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

TOWN OF ROTTERDAM

MEMO

Date: February 22, 2022

To: Rotterdam Town Board

From: Philip Eats – Zoning Board of Appeals Chairman

Subject: **Zoning Board of Appeals Vacancy**

Zoning Board Member Rachel Rappazzo turned in her resignation from the Board on Friday. I would respectfully request that the Town Board consider the appointment of Bruce Bonacquist to fill her remaining term.

Bruce was previously on the Zoning Board for 10 years and has the background and experience necessary for this position. He was a very active member and provided valuable input and insight in reviewing requests for variances. Bruce is also very good at speaking with our residents and approaches every applicant in a very professional manner.

Since the Board has only 5 members it is critical that we fill this vacancy as soon as possible to be ready for the March meeting. Bruce is up to date on the required training and would be able to “hit the ground running.”

Thank you for your consideration.

RESOLUTION NO. 115.22

TO ACCEPT BIDS AND AWARD CONTRACTS FOR CARMAN ROAD SEWER 7 EXT 2

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept the bid and award Contract No. 1, General Construction (C Contract) for Carman Road Sewer 7 Ext 2 to WM J. Keller and Sons Construction Corp., 1435 Route 9, Castleton, NY 12033, in the lump sum amount not to exceed \$2,491,286.00.

SECTION 2. The Town Board of the Town of Rotterdam does hereby accept the bid and award Contract No. 2, Electrical Contract (E Contract) for Carman Road Sewer 7 Ext 2 to B&D Industries, Inc., 65 Washington Street, Rensselaer, NY 12144, in the lump sum amount not to exceed \$333,000.00.

SECTION 3. This resolution shall become effective March 9, 2022.

DATED: March 9, 2022

NAME		AYES	NOES	ABSTAIN
Christou				
Miller-Herrera				
Dodson				
Mastroianni				
Collins				

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE: February 16, 2022

TO: Mollie Collins – Town Supervisor

FROM: Michael Maher – DPW Advisor

TITLE OF REQUEST: Award Bid-Carman Road-Sewer 7 Ext 2

TOWN BOARD MEETING: March 9, 2022

Background Information: The Town called for bids for Sewer 7 Ext. 2 Carman Road on November 15, 2021. Bids were opened on January 14, 2022 at 2:00pm.

Evaluation/Analysis: LaBella Associates recommends awarding the Construction bid to WM J. Keller and Sons Construction Corp. and the Electrical Bid to B&D Industries.

Recommendation(s): Award bid to WM J. Keller and Sons Construction Corp., 1435 Route 9, Castleton, NY 12033 for the Construction Bid and B&D Industries, Inc., 65 Washington Street, Rensselaer, NY 12144

Attachment/Document(s): Award bid spreadsheet, Bids from Wm J. Keller and Sons Construction and B&D Industries, Inc. Recommendation from LaBella Associates dated February 16, 2022.

Compliance with Purchasing Policy: Sealed bids after public advertisement

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office



February 16, 2022

Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

Re: *Contractor Bid Analysis – (Bids Collected on January 14, 2022)*
Hamburg St. Sewer District #7 Carman Rd Extension #2
Town of Rotterdam, Schenectady County, New York
Project No.: 31892.01

Dear Supervisor Collins and Town Board:

On Wednesday, January 14, 2022, the Hamburg Street Sewer District #7 Carman Road Extension #2 bid opening was held. Several bids were received, and they included the following price ranges:

- Construction Bid (C Contract): \$2,491,286.00 to \$3,113,145.00
 - Carver – \$3,113,145.00
 - Rifenburg Const. Inc. - \$3,058,815.00
 - **WM. J. Keller and Sons Construction Corp - \$2,491,286.00**
- Electrical Bid (E Contract): \$333,000.00 to \$381,297.00
 - CKM Electric Services- \$381,297.00
 - Schenectady Hardware & Electric Co - \$376,250.00
 - Kasselmann Electric Co. - \$362,437.00
 - Stilsling - \$358,133.00
 - O'Connell Electric Company- \$349,875.00
 - A Treffeissent and Stone LLC - \$337,900.00
 - **B&D Industries - \$333,000.00**

LaBella Associates (LaBella) has reviewed the submitted C Construction bid provided by WM. J. Keller and Sons Contracting Corporation (Keller) for completion of the documents to be submitted with the bid, which represents "The Bid." Keller submitted the lowest responsible bid of \$2,491,286.00.

Labella has reviewed the submitted Electrical Contract bid provided by B&D Industries (B&D) for completion of the documents to be submitted with the bid, which represents "The Bid." B&D submitted the lowest responsible bid, but the total lump sum summary was computed in error. The individual bid items (Bid Item No. 1, 2, and 3) total \$333,000.00, however it was not transcribed correctly in the base bid summary. The words and numbers will govern from the individual bid totals, so the bid amount shall be \$333,000.00. A screenshot of B&D's bid form is provided below for reference.

CONTRACT 2 – ELECTRICAL CONSTRUCTION

BASE BID

Bid Item No. 1 – Sewer Extension #2 Sanitary Sewer System and Pumping Station – Electrical Construction

Total Lump Sum Price:

One Hundred Sixty-Seven Thousand Five Hundred Thirty-One Dollars and Forty-Three Cents DOLLARS (\$ 167,531.43)
(use words) (use numbers)

Bid Item No. 2 – Fourth Street Pumping Station Upgrades – Electrical Construction

Total Lump Sum Price:

One Hundred Thirty-Two Thousand Four Hundred Sixty-Eight Dollars and Fifty-Seven Cents DOLLARS (\$ 132,468.57)
(use words) (use numbers)

Bid Item No. 3 – Contingency Allowance

Total Lump Sum Price:

Thirty Three Thousand and zero cents DOLLARS (\$33,000)
(use words) (use numbers)

BASE BID SUMMARY

TOTAL LUMP SUM FOR ALL BASE BID ITEMS (Bid Item No. 1 + No. 2 + No. 3):

Three Hundred Thirty Thousand Dollars DOLLARS (\$ 330,000.00)
(use words) (use numbers)

Figure 1

Labella has completed a background verification of Keller which included confirming adequacy of the bid bond, and reference checks. LaBella contacted City of Albany Water Board, Bast Hatfield Construction LLC, and Schalmont CSD. All these firms provided a positive reference of Keller's work. Labella has worked with Keller and has had positive experiences. Keller's bid (including Bidder's Qualifications, Bid Bond and other data) is attached and was also reviewed during the background verification. Based on the information presented herein, Labella, would not take exception to the Town awarding the project to Keller as a lump sum contract for the C contract, pending attorney review and acceptance.

Labella has completed a background verification of B&D which included confirming adequacy of the bid bond, and reference checks. Labella contacted Regeneron, Guilderland CSD, and Lithia Ford of Latham. All of these firms provided a positive reference of B&D's work. B&D's bid (including Bidder's Qualifications, Bid Bond and other data) is attached and was also reviewed during the background verification. Based on the information presented herein, Labella, would not take exception to the Town awarding the project to B&D as a lump sum contract for the E contract, pending attorney review and acceptance.

Thank you for your time and consideration of this matter. Please feel free to contact me at (518) 266-7305. if you have any questions or require additional information. We are also available to meet with the Town and to discuss the award further should the Town desire.

If the Town Board awards the construction contracts, Labella will forward the Notice of Award to the Town Supervisor for review and execution.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Lanaro', with a long horizontal flourish extending to the right.

Joseph M. Lanaro, P.E.
Vice President, Civil Division, Municipal Discipline Leader
Vice President, Engineering Services

Mollie Collins, Supervisor
February 16, 2022
Page 4

Encl.: Keller Construction Bid, B&D Electrical Bid

CC:

Mickey Maher, Town of Rotterdam
Jonathon Tingley, ESQ, Town of Rotterdam

WM J KELLER & SONS
CONSTRUCTION
CORPORATION

SECTION 004113

BID FORM

CONTRACT 1 – GENERAL CONSTRUCTION

ORIGINAL

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted for: **Town of Rotterdam Sewer District #7 – Ext #2 – Carman Road**
- 1.02 This Bid is submitted to: **Town of Rotterdam 1100 Sunrise Blvd., Rotterdam, NY 12306**
- 1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner 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.
- 1.04 The Work will be awarded as two (2) **contracts**.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid Security in the form of a certified check, bank check, or a Bid Bond in accordance with the instructions to Bidders.
 - B. Proposed construction phasing plan and schedule
 - C. List of Proposed Subcontractors;
 - D. Non-Collusive Affidavit;
 - E. Required Bidder Qualification Statement with supporting data; and
 - F. NYS Environmental Facilities Corporation Program Requirements and Bid Packet for Construction Contracts.

ARTICLE 3—BASIS OF BID—UNIT PRICES

- 3.01 *Unit Price Bids*
 - A. Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

CONTRACT 1 – GENERAL CONSTRUCTION

BASE BID

Bid Item No. 1 – Sewer Extension #2 Sanitary Sewer System and Pumping Station – General Construction

Total Lump Sum Price:

One Million, Nine hundred and eighty-two thousand
seven hundred and fifty-seven dollars and zero cents _____ DOLLARS (\$ 1,982,757.00)
(use words) (use numbers)

Bid Item No. 2 – Sewer Extension #2 Sanitary Sewer System and Pumping Station – Removal and Offsite hauling of Unclassified Fill and Replacement of Suitable Material Allowance – General Construction

Assume a quantity of 400 Cubic Yards.:

Unit Price per 1 Cubic Yard of:

Forty _____ DOLLARS (\$ 40.00)
(use words) (MINIMUM of \$10/CY) (use numbers)

For a Total Unit Price of (multiply the unit price by 400):

Sixteen Thousand _____ DOLLARS (\$ 16,000.00)
(use words) (use numbers)

Bid Item No. 3 – Sewer Extension #2 Sanitary Sewer System and Pumping Station – Additional 12” of Pipe Zone Bedding Allowance – General Construction

Assume a quantity of 100 Cubic Yards.:

Unit Price per 1 Cubic Yard of:

Seventy-five DOLLARS (\$ 75.00)
(use words) (MINIMUM of \$25/CY) (use numbers)

For a Total Unit Price of (multiply the unit price by 100):

Seven thousand, five hundred DOLLARS (\$ 7,500.00)
(use words) (use numbers)

Bid Item No. 4 – Fourth Street Pumping Station Upgrades – General Construction

Total Lump Sum Price:

One hundred and seventy-one thousand,
four hundred and twenty nine DOLLARS (\$ 171,429.00)
(use words) (use numbers)

Bid Item No. 5 – Fourth Street Pumping Station Forcemain Manhole Cleanout Structures Watertight Cover Inserts – General Construction

Assume a quantity of 6 Watertight Cover Inserts

Unit Price per 1 Insert Each of:

One hundred DOLLARS (\$ 100.00)
(use words) (use numbers)

For a Total Unit Price of (multiply the unit price by 6):

Six Hundred DOLLARS (\$ 600.00)
(use words) (use numbers)

Original

Bid Item No. 7 Fourth Street Pumping Station Forcemain Re-Alignment – General Construction.

Bid Item No. 8 – Contingency Allowance

BASE BID SUMMARY

BID

Unit prices have been computed in accordance with Article 13.03, Paragraph C of the General Conditions. BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

ORIGINAL

BID ITEM DESCRIPTIONS:

Bid Item No. 1 – Sewer Extension #2 Sanitary Sewer System and Pumping Station – General Construction

PART 1 - DESCRIPTION

Under this item the Contractor shall complete all work associated with the installation of the Sewer Extension #2 sanitary sewer system and pumping station as specified herein in accordance with the contract drawings. The work included below applies to all allowance items as well.

PART 2 – WORK INCLUDED

Mobilization.

General Provisions.

Supplemental Provisions.

Professional utility locating services

Exploratory excavations.

Dig Safely NY Clearances and coordination.

Stakeout of Utilities and necessary work.

Obtain UFPO clearances.

Acquisition of all required permits, including but not limited to demolition permits, soil disturbance permits, NYSDOT Highway Work Permit, Town of Rotterdam Highway Work Permit, and Building Permits for all proposed structures.

Maintenance and Protection of Traffic in accordance with all NYSDOT and Town requirements. Coordination and compliance with the NYS DOT for the future I-890 and Carman Road intersection / round-a-bout construction.

Protection of existing facilities and structures.

In-kind removal and replacement of site features.

Tree and vegetation clearing and grubbing.

Construction sequencing.

Erosion and sediment control.

Implementation and compliance with SWPPP requirements.

Dust control.

Lines and grades.

Slope stabilization.

Rough grading.

Final grading.

Sawcut asphalt pavement.

Trenching for utilities.

Excavation.

Temporary soil stockpiles.

Horizontal Directional Drilling for utilities including all excavation, backfill and compaction needed for drilling operations.

Furnish, spread and compact bedding material.

Furnish, spread, compact and grade backfill material.

Temporary sheeting, shoring, bracing, and dewatering.

Sheeting and shoring plans prepared by a NYS Licensed Professional Engineer and all other delegated design elements as required to be designed by a NYS Licensed Professional Engineer as indicated in the Contract Documents.

Dewatering plan prepared by a NYS Licensed Professional Engineer and all other delegated design elements as required to be designed by a NYS Licensed Professional Engineer.

Removal and disposal of surplus material.

Bypass sanitary sewer piping and pumping and continuous maintenance of sanitary flows.

Rock removal (assume 10-CYs and include in bid), and all associated provisions.

Furnish and install pumping station (commonly referred to in the project documents as the Carman Road Pump Station), sanitary sewer force main, and respective associated appurtenances, structures, and equipment.

Furnish and install wet well and associated equipment.

Furnish and install vault and associated equipment.

Furnish and install submersible pumps and motors.

Furnish and install pump control panel.

Furnish and install equipment and equipment panels as required by the contract documents, wiring installation by E-contractor.

Furnish and install new building.

Furnish and install all equipment drives, wiring installation by E-contractor.

Furnish and install fencing and gates.

Furnish and install stormwater infiltration trench.

Furnish and install watertight covers for each structure

Connection to existing sanitary sewer force mains.

Furnish and install gravity sewer main and laterals, and associated appurtenances, structures, and equipment.

Furnish and install low-pressure sanitary sewer force mains and laterals, and associated appurtenances.

Furnish and install temporary and permanent site signage

Furnish and install concrete.

Temporary facilities needed to maintain, heating, cooling, and humidity as required for all construction elements.

All temporary facilities and their maintenance.

All winter construction provisions needed to meet construction schedule.

Furnish and install asphalt paving and roadway construction, including but not limited to, driveways, parking areas, and accessways.

Backfilling and compaction.

Periodic and final clean-up.

Site Restoration (topsoil, seeding and mulching).

Landscaping, as specified on the Contract Documents.

All necessary and required testing.

On-site startup and instruction by manufacturer's representatives.

Preparation of operation and maintenance manuals.

Survey of completed work by NYS Licensed Land Surveyor, survey shall include topographic and utility survey of all completed works.

Preparation of record drawings based on survey.

Protection of right-of-way monuments. If right-of-way monuments cannot be protected, reset or new monuments and certification from the New York State Licensed Land Surveyor for resetting of monuments that are removed or reset

Ensuring work stays within the rights-of-way and easements. Ensuring access is maintained to any affected parcels.

Procurement, payment, coordination, and scheduling for all field quality control testing services.

Coordination and scheduling all third-party inspections from independent inspection services as retained by the Owner.

Coordination and cooperation with all other contracts, contractors, subcontractors, emergency responders.

Compliance with New York State Environmental Facilities Corporation requirements.

PART 3 – ASSOCIATED WORK NOT INCLUDED

Removal and replacement of unclassified fill.

Excavation and trench undercut replacement.

Electrical work associated with equipment.

Furnish and install the SCADA system by E-contractor.

Electrical work associated with controls.

Furnish and install back up power generator and transfer switch.

HVAC exclusive of temporary heat and humidity control.

PART 4 – METHOD OF PAYMENT

Payment for this item will be made at lump sum price.

PART 5 – METHOD OF MEASUREMENT

The price bid for this item shall include the cost of furnishing all labor, equipment, instruments and other material necessary to satisfactorily complete the work. A schedule of values, as specified herein, shall be used to determine percent complete on each progress payment.

Bid Item No. 2 – Sewer Extension #2 Sanitary Sewer System and Pumping Station – Removal and Offsite hauling of Unclassified Fill and Replacement of Suitable Material Allowance – General Construction

PART 1 - DESCRIPTION

Under this item the Contractor shall complete all work associated with the removal, disposal, and suitable material replacement of unclassified fill associated with the Sewer Extension #2 sanitary sewer system and pumping station as specified herein in accordance with the contract drawings.

PART 2 – WORK INCLUDED

Temporary soil stockpiles.

Removing, loading, hauling, and disposing (offsite) of unclassified fill material.

Furnish, spread, compact and grade imported trench backfill material to replace the excavated unclassified fill material, excluding the imported fill required for the NYS DOT Support Slope sections.

Ensuring work stays within the rights-of-way and easements. Ensuring access is maintained to any affected parcels.

PART 3 – ASSOCIATED WORK NOT INCLUDED

General Construction Bid Item No. 1 work.

Electrical contract work.

PART 4 – METHOD OF PAYMENT

Payment for this item will be made on a unit price per cubic yard basis. Payment for this item will be as ordered by the Engineer.

PART 5 – METHOD OF MEASUREMENT

The price bid for this item shall include the cost of furnishing all labor, equipment, instruments and other material necessary to satisfactorily complete the work. The method of measurement for payment for this item shall be based on the total volume of unclassified fill removed in accordance with the limits of work, and as shown in the Contract drawings.

Bid Item No. 3 – Sewer Extension #2 Sanitary Sewer System and Pumping Station – Additional 12” of Pipe Zone Bedding Allowance – General Construction

PART 1 - DESCRIPTION

Under this item the Contractor shall complete all work associated with the excavation and trench undercut replacement associated with the Sewer Extension #2 sanitary sewer system and pumping station as specified herein in accordance with the contract drawings.

PART 2 – WORK INCLUDED

Excavation.

Temporary soil stockpiles.

Removing, loading, hauling, and disposing (offsite) of fill material to be replaced with the 12” of NYS DOT No. 2 stone.

Furnish, spread, compact and grade NYS DOT No. 2 Stone material.

Ensuring work stays within the rights-of-way and easements. Ensuring access is maintained to any affected parcels.

PART 3 – ASSOCIATED WORK NOT INCLUDED

General Construction Bid Item No. 1 work.

Electrical contract work.

PART 4 – METHOD OF PAYMENT

Payment for this item will be made on a unit price per cubic yard basis. Payment for this item will be as ordered by the Engineer.

PART 5 – METHOD OF MEASUREMENT

The price bid for this item shall include the cost of furnishing all labor, equipment, instruments and other material necessary to satisfactorily complete the work. The method of measurement for payment for this item shall be based on the total volume of NYS DOT No. 2 Stone for undercut replacement in accordance with the limits of work, and as shown in the Contract drawings.

Bid Item No. 4 – Fourth Street Pumping Station Upgrades – General Construction

PART 1 - DESCRIPTION

Under this item the Contractor shall complete all work associated with the installation of the Fourth Street pumping station upgrades as specified herein in accordance with the contract drawings.

PART 2 – WORK INCLUDED

Mobilization.

General Provisions.

Supplemental Provisions.

Professional utility locating services

Exploratory excavations.

Dig Safely NY Clearances and coordination.

Stakeout of Utilities and necessary work.

Obtain UFPO clearances.

Acquisition of all required permits, including but not limited to Town of Rotterdam Highway Work Permit, and Building Permits.

Maintenance and Protection of Traffic in accordance with all NYSDOT and Town requirements.

Protection of existing facilities and structures.

In-kind removal and replacement of site features.

Vegetation clearing and grubbing.

Construction sequencing.

Field verification of all site conditions and dimensions prior to commencement of any work or shop fabrication

Erosion and sediment control.

Implementation and compliance with SWPPP requirements.

Dust control.

Clean the existing wet well.

Lines and grades.

Rough grading.

Final grading.

Sawcut asphalt pavement.

Trenching for utilities.

Furnish, spread and compact bedding material.

Furnish, spread, compact and grade backfill material.

Removal and disposal of surplus material.

Bypass sanitary sewer piping and pumping and continuous maintenance of sanitary flows. Connection to by-pass.

Furnish and install pump station upgrade items (commonly referred to in the project as the Fourth Street Pump Station), and respective associated appurtenances and equipment.

Removal and re-installation of existing submersible pumps.

Modifications to discharge pipe in the wet well.

Modifications to submersible pump connection system (commonly referred to as the shoes).

Removal and disposal of existing slide rail system.

Furnish and install new slide rail system.

Furnish and store new submersible pumps, motor controls, panels, etc.

Furnish and install temporary and permanent site signage.

Temporary facilities needed to maintain, heating, cooling, and humidity as required for all construction elements.

All temporary facilities and their maintenance.

All winter construction provisions needed to meet construction schedule.

Asphalt paving.

Backfilling and compaction.

Periodic and final clean-up.

Maintenance and protection of traffic.

Site Restoration (topsoil, seeding and mulching).

All necessary and required testing.

On-site startup and instruction by manufacturer's representatives.

Preparation of operation and maintenance manuals.

Preparation of record drawings.

Ensuring work stays within the rights-of-way and easements.

Coordination and cooperation with all other contracts, contractors, subcontractors, emergency responders.

PART 3 – ASSOCIATED WORK NOT INCLUDED

Electrical work associated with equipment.

Furnish and install the SCADA system and wiring installation by E-contractor.

Electrical work associated with controls.

Temporary generator system at the Fourth Street Pumping Station

Removal, store, and deliver the existing emergency generator and system to Carman Road Pumping Station.

Furnish and install new generator system and transfer switch at the Fourth Street Pumping Station.

HVAC exclusive of temporary heat and humidity control.

PART 4 – METHOD OF PAYMENT

Payment for this item will be made at lump sum price.

PART 5 – METHOD OF MEASUREMENT

The price bid for this item shall include the cost of furnishing all labor, equipment, instruments and other material necessary to satisfactorily complete the work. A schedule of values, as specified herein, shall be used to determine percent complete on each progress payment.

Bid Item No. 5 – Fourth Street Pumping Station Forcemain Manhole Cleanout Structures
Watertight Cover Inserts

PART 1 - DESCRIPTION

Under this item the Contractor shall complete all work associated with the installation of watertight cover inserts at all existing Fourth Street Pumping Station forcemain manhole cleanout structures as specified herein in accordance with the contract drawings (as-builts depicting the existing structures that need the watertight cover inserts are depicted for information purposes only in Appendix F of the project manual) . The work included below applies to all allowance items as well.

PART 2 – WORK INCLUDED

Mobilization.

General Provisions.

Supplemental Provisions.

Professional utility locating services

Exploratory excavations.

Dig Safely NY Clearances and coordination.

Stakeout of Utilities and necessary work.

Obtain UFPO clearances.

Acquisition of all required permits, including but not limited to, NYSDOT Highway Work Permit and City of Schenectady Work Permit.

Maintenance and Protection of Traffic in accordance with all NYSDOT, City of Schenectady, and Town requirements.

Protection of existing facilities and structures.

Construction sequencing.

Temporarily remove, safely store, and re-install manhole cover (after installation of watertight cover inserts)

Measure and verify existing manhole cover and frame dimensions prior to ordering watertight cover inserts.

Dewatering.

Furnish, modify as necessary, and install watertight cover inserts.

Excavation.

All temporary facilities and their maintenance.

All winter construction provisions needed to meet construction schedule.

Periodic and final clean-up.

Site Restoration (topsoil, seeding and mulching).

Coordination and cooperation with all other contracts, contractors, subcontractors, emergency responders.

PART 3 – ASSOCIATED WORK NOT INCLUDED

Furnish and install watertight cover inserts prescribed for the new sanitary manholes associated with the Carman Road Extension #2 project.

PART 4 – METHOD OF PAYMENT

Payment for this item will be made at lump sum price.

PART 5 – METHOD OF MEASUREMENT

The price bid for this item shall include the cost of furnishing all labor, equipment, instruments and other material necessary to satisfactorily complete the work. A schedule of values, as specified herein, shall be used to determine percent complete on each progress payment.

Bid Item No. 6 Fourth Street Pumping Station Forcemain Cleanout Feature

PART 1 - DESCRIPTION

Under this item the Contractor shall complete all work associated with the installation of the existing 4th Street Pumping Station Forcemain cleanout feature as specified herein in accordance with the contract drawings (see Sheet C141). The work included below applies to all allowance items as well.

PART 2 – WORK INCLUDED

Mobilization.

General Provisions.

Supplemental Provisions.

Professional utility locating services

Exploratory excavations.

Dig Safely NY Clearances and coordination.

Stakeout of Utilities and necessary work.

Obtain UFPO clearances.

Acquisition of all required permits, including but not limited to demolition permits, soil disturbance permits, NYSDOT Highway Work Permit and Town of Rotterdam Highway Work Permit.

Maintenance and Protection of Traffic in accordance with all NYSDOT and Town requirements.
Coordination and compliance with the NYS DOT for the future I-890 and Carman Road intersection / round-a-bout construction.

Protection of existing facilities and structures.

In-kind removal and replacement of site features.

Construction sequencing.

Erosion and sediment control.

Implementation and compliance with SWPPP requirements.

Dust control.

Lines and grades.

Slope stabilization.

Rough grading.

Final grading.

Sawcut asphalt pavement.

Trenching for utilities.

Excavation.

Temporary soil stockpiles.

Furnish, spread and compact bedding material.

Furnish, spread, compact and grade backfill material.

Temporary sheeting, shoring, bracing, and dewatering.

Sheeting and shoring plans prepared by a NYS Licensed Professional Engineer and all other delegated design elements as required to be designed by a NYS Licensed Professional Engineer as indicated in the Contract Documents.

Dewatering plan prepared by a NYS Licensed Professional Engineer and all other delegated design elements as required to be designed by a NYS Licensed Professional Engineer.

Removal and disposal of surplus material.

Bypass sanitary sewer piping and pumping and continuous maintenance of sanitary flows.

Rock removal (assume 1-CY and include in bid), and all associated provisions.

Furnish and install sanitary sewer force main cleanout feature assembly which includes but is not limited to the lateral wye, connection to the existing forcemain, cleanout piping, 6" gate valve assembly, structure, bend, cleanout cap and support.

Connection to existing sanitary sewer force mains.

Furnish and install temporary and permanent site signage

All temporary facilities and their maintenance.

All winter construction provisions needed to meet construction schedule.

Furnish and install asphalt paving and roadway construction.

Backfilling and compaction.

Periodic and final clean-up.

Site Restoration (topsoil, seeding and mulching).

Landscaping, as specified on the Contract Documents.

All necessary and required testing.

Survey of completed work by NYS Licensed Land Surveyor, survey shall include topographic and utility survey of all completed works.

Preparation of record drawings based on survey.

Ensuring work stays within the rights-of-way. Ensuring access is maintained to any affected parcels.

Procurement, payment, coordination, and scheduling for all field quality control testing services.

Coordination and scheduling all third-party inspections from independent inspection services as retained by the Owner.

Coordination and cooperation with all other contracts, contractors, subcontractors, emergency responders.

Compliance with New York State Environmental Facilities Corporation requirements.

PART 3 – ASSOCIATED WORK NOT INCLUDED

Removal and replacement of unclassified fill.

Excavation and trench undercut replacement.

PART 4 – METHOD OF PAYMENT

Payment for this item will be made at lump sum price.

PART 5 – METHOD OF MEASUREMENT

The price bid for this item shall include the cost of furnishing all labor, equipment, instruments and other material necessary to satisfactorily complete the work. A schedule of values, as specified herein, shall be used to determine percent complete on each progress payment.

Bid Item No. 7 Fourth Street Pumping Station Forcemain Re-Alignment – General Construction.

PART 1 - DESCRIPTION

Under this item the Contractor shall complete all work associated with the installation of the forcemain and appurtenances as specified herein in accordance with the contract drawings. The work included below applies to all allowance items as well.

PART 2 – WORK INCLUDED

Mobilization.

General Provisions.

Supplemental Provisions.

Professional utility locating services

Exploratory excavations.

Dig Safely NY Clearances and coordination.

Stakeout of Utilities and necessary work.

Obtain UFPO clearances.

Acquisition of all required permits, including but not limited to demolition permits, soil disturbance permits, NYSDOT Highway Work Permit and Town of Rotterdam Highway Work Permit.

Maintenance and Protection of Traffic in accordance with all NYSDOT and Town requirements.

Protection of existing facilities and structures.

In-kind removal and replacement of site features.

Tree and vegetation clearing and grubbing.

Construction sequencing.

Erosion and sediment control.

Implementation and compliance with SWPPP requirements.

Dust control.

Lines and grades.

Slope stabilization.

Rough grading.

Final grading.

Sawcut asphalt pavement.

Trenching for utilities.

Excavation.

Temporary soil stockpiles.

Furnish, spread and compact bedding material.

Furnish, spread, compact and grade backfill material.

Temporary sheeting, shoring, bracing, and dewatering.

Sheeting and shoring plans prepared by a NYS Licensed Professional Engineer and all other delegated design elements as required to be designed by a NYS Licensed Professional Engineer as indicated in the Contract Documents.

Dewatering plan prepared by a NYS Licensed Professional Engineer and all other delegated design elements as required to be designed by a NYS Licensed Professional Engineer.

Removal and disposal of surplus material.

Bypass sanitary sewer piping and pumping and continuous maintenance of sanitary flows.

Rock removal (assume 10-CYs and include in bid), and all associated provisions.

Furnish and install sanitary sewer forcemain, and associated appurtenances, structures, and equipment.

Furnish and install watertight covers for each structure.

Connection to existing sanitary sewer force main and existing outlet structure.

Furnish and install temporary and permanent site signage

Furnish and install concrete.

Clean, removal and re-form existing concrete channels in the existing outlet structure.

Temporary facilities needed to maintain, heating, cooling, and humidity as required for all construction elements.

All temporary facilities and their maintenance.

All winter construction provisions needed to meet construction schedule.

Furnish and install asphalt paving and roadway construction, including but not limited to, the milling and filling.

Backfilling and compaction.

Periodic and final clean-up.

Site Restoration (topsoil, seeding and mulching).

Landscaping, as specified on the Contract Documents.

All necessary and required testing.

Survey of completed work by NYS Licensed Land Surveyor, survey shall include topographic and utility survey of all completed works.

Preparation of record drawings based on survey.

Protection of right-of-way monuments. If right-of-way monuments cannot be protected, reset or new monuments and certification from the New York State Licensed Land Surveyor for resetting of monuments that are removed or reset

Ensuring work stays within the rights-of-way and easements. Ensuring access is maintained to any affected parcels.

Procurement, payment, coordination, and scheduling for all field quality control testing services.

Coordination and scheduling all third-party inspections from independent inspection services as retained by the Owner.

Coordination and cooperation with all other contracts, contractors, subcontractors, emergency responders.

Compliance with New York State Environmental Facilities Corporation requirements.

PART 3 – ASSOCIATED WORK NOT INCLUDED

Removal and replacement of unclassified fill.

Excavation and trench undercut replacement.

PART 4 – METHOD OF PAYMENT

Payment for this item will be made at lump sum price.

PART 5 – METHOD OF MEASUREMENT

The price bid for this item shall include the cost of furnishing all labor, equipment, instruments and other material necessary to satisfactorily complete the work. A schedule of values, as specified herein, shall be used to determine percent complete on each progress payment.

Bid Item No. 8 – Contingency Allowance

PART 1 - DESCRIPTION

Under this item, the Contractor shall furnish all materials, labor and equipment necessary to complete field directed work at locations, materials and matter directed and authorized by the Engineer.

PART 2 – WORK INCLUDED

General provisions.

Periodic and final clean up.

Furnish all materials, labor, and equipment necessary to complete work as directed and authorized by the Engineer.

Site Restoration as appropriate.

PART 3 – ASSOCIATED WORK NOT INCLUDED

Electrical, plumbing, and HVAC (exclusive of temporary heating) needed to complete work

PART 4 – METHOD OF PAYMENT

Payment for this item will be made on a lump sum price or time and material basis for each incident where directed and approved by the Engineer. Unused portions of the allowance will be credited to the Owner.

PART 5 – METHOD OF MEASUREMENT

The method of measurement for payment will based upon the mutually agreed method for work completed in accordance with the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01

MILESTONE 1:

The Work will be substantially complete within **145 working days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment of milestone 1 in accordance with Paragraph 15.06 of the General Conditions within **159 working days** after the date when the Contract Times commence to run.

MILESTONE 2:

The Work will be substantially complete within **290 working days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment of milestone 2 in accordance with Paragraph 15.06 of the General Conditions within **304 days** after the date when the Contract Times commence to run.

The work included for both milestones are detailed on sheet C010. Working days is considered Monday through Friday excluding DOT holidays.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. All Bids will remain subject to acceptance for ninety (90) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
#1	01/05/2022

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. 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 the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
12. NON-COLLUSIVE BIDDING CERTIFICATION. As required by section 103-d of New York State General Municipal Law, the Bidder has completed and submitted with the Bid the certification in Specification 004519.
13. The Bidders must comply with the Davis-Bacon Act as well as New York State Department of Labor Prevailing Wage Rate Schedule and conditions of employment.

6.02 *Bidder's Certifications*

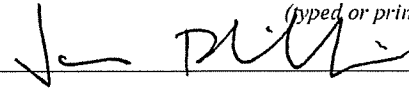
A. The Bidder certifies the following:

1. 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.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. 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.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. 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.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Wm. J Keller & Sons Construction Corp.

By: 
(individual's signature)

Name: Jameson Phillips

(typed or printed)

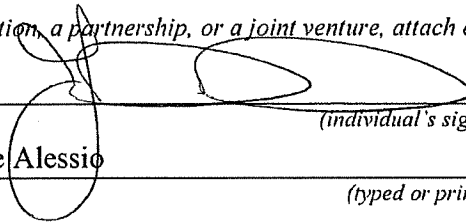
Title: Vice President

(typed or printed)

Date: 01/14/2022

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: 
(individual's signature)

Name: Jo-Anne Alessio

(typed or printed)

Title: Secretary

(typed or printed)

Date: 01/14/2022

(typed or printed)

Address for giving notices:

1435 Route 9, Castleton, NY 12033

Bidder's Contact:

Name: Jameson Phillips

(typed or printed)

Title: Vice President

(typed or printed)

Phone: 518-732-7782

Email: jphillips@wjkeller.com

Address: 1435 Route 9, Castleton, NY 12033

Bidder's Contractor License No.: (if applicable)

N/A

Wm. J Keller & Sons Construction Corp.

Main Office | 1435 Route 9 | Castleton, NY 12033 | (518) 732-7782

Heavy & Highway | Utility Contractors | Site Development

www.wmjkellerandsons.com



Corporate Resolution

I, the undersigned, hereby certify that I am the President of the Wm. J. Keller & Sons Construction Corp., a corporation duly organized and existing under the laws of the State of New York. The following is true copy of a resolution duly adopted by the Board of Directors of said Corporation at a meeting duly held on the 10th day of March 2021, at which a quorum was present, and that such resolution has not been rescinded or modified.

Now, therefore be it resolved that **Jameson Phillips**, as Vice President of this Corporation, is hereby authorized to bid, negotiate, enter into and execute construction contracts on behalf of, and for this Corporation, which it deems profitable or desirable for the due promotion thereof.

IN WITNESS WHEREOF, I have here unto subscribe my name and affixed the seal of said Corporation, this 10th day of March 2021.

Corporate Seal

JoAnne Alessio, Corporate Secretary

A handwritten signature in black ink, appearing to read 'JoAnne Alessio', is written over a horizontal line. The signature is stylized with large loops and a long horizontal stroke.

SECTION 004336

PROPOSED SUBCONTRACTORS FORM

Do you plan to subcontract any part of the Work?

YES X NO If YES, list the name and address of all Subcontractors that you propose to use (on this Contract and the Work assigned to each.) (for the parts of the Work designated below.) Please print in black ink or type in the spaces provided. Attach additional sheets if necessary.

This identification of subcontractors is required of all Bidders as part of their Bid and is in partial fulfillment of requirements in Article 11 of the Instructions to Bidders. Additional data on proposed Subcontractors may be requested from selected Bidders after the Bid Opening in accordance with Article 11.

General Control - Controls

HMA Contracting Corp - Asphalt Paving

Siena Fence - Fence

JJP - Concrete

END OF SECTION-004336

See Attached

Schedule A—Current Projects

Name of Organization		Project Name	
Project Owner			
General Description of Project			
Project Cost		Date Project	
Key Project Personnel		Safety Manager	
Name		Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email

Project Owner		Project Name	
General Description of Project			
Project Cost		Date Project	
Key Project Personnel		Safety Manager	
Name		Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email

Project Owner		Project Name	
General Description of Project			
Project Cost		Date Project	
Key Project Personnel		Safety Manager	
Name		Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email

See Attached

Schedule B—Previous Experience with Similar Projects

Name of Organization		Project Name	
Project Owner			
General Description of Project			
Project Cost	Project Superintendent		Date Project
Key Project Personnel	Project Manager	Safety Manager	Quality Control Manager
Name			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name	Title/Position	Organization	Telephone
Owner			Email
Designer			
Construction Manager			
Project Owner			
General Description of Project		Project Name	
Project Cost	Project Superintendent		Date Project
Key Project Personnel	Project Manager	Safety Manager	Quality Control Manager
Name			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name	Title/Position	Organization	Telephone
Owner			Email
Designer			
Construction Manager			
Project Owner			
General Description of Project		Project Name	
Project Cost	Project Superintendent		Date Project
Key Project Personnel	Project Manager	Safety Manager	Quality Control Manager
Name			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name	Title/Position	Organization	Telephone
Owner			Email
Designer			
Construction Manager			
Project Owner			
General Description of Project		Project Name	
Project Cost	Project Superintendent		Date Project
Key Project Personnel	Project Manager	Safety Manager	Quality Control Manager
Name			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name	Title/Position	Organization	Telephone
Owner			Email
Designer			
Construction Manager			

Schedule B—Previous Experience with Similar Projects

See Attached

Name of Organization		Project Name	
Project Owner			
General Description of Project			
Project Cost		Date Project	
Key Project Personnel		Project Superintendent	
Name		Safety Manager	
		Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner		Telephone	
Designer		Email	
Construction Manager			

Project Owner		Project Name	
General Description of Project			
Project Cost		Date Project	
Key Project Personnel		Project Superintendent	
Name		Safety Manager	
		Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner		Telephone	
Designer		Email	
Construction Manager			

Project Owner		Project Name	
General Description of Project			
Project Cost		Date Project	
Key Project Personnel		Project Superintendent	
Name		Safety Manager	
		Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner		Telephone	
Designer		Email	
Construction Manager			

Schedule C—Key Individuals

Project Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

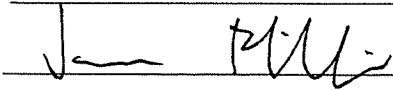
NON-COLLUSION BIDDING CERTIFICATION

- 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: Wm. J Keller & Sons Construction Corp.

Signed by: Jameson Phillips

Title: Vice President

Signature: 

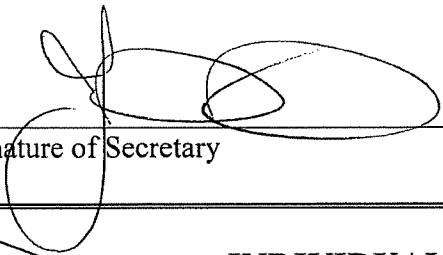
Date: 01/14/2022

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

Resolved that Jameson Phillips be authorized to sign and submit the bid or proposal of this corporation for Carman Road - Sewer District #7 Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Wm. J Keller & Sons Construction Corp. corporation at a meeting of its board of directors held on the 10th day of March, 2021.

(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

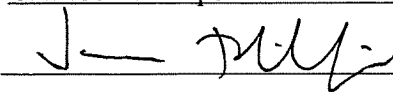
Date

**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: Wm. J Keller & Sons Construction Corp.

Signed by: Jameson Phillips Title: Vice President

Signature:  Date: 01/14/2022

SECTION 5 SUMMARY OF CONTRACTOR REQUIREMENTS FOR STATE FINANCIAL ASSISTANCE PROJECTS

Forms can be found as attachments to this document or online at www.efc.ny.gov
Forms should be submitted electronically via email or through EFC's [dropbox](#)

To be submitted with the bid:

- ☒ EEO Policy Statement

Refer to
Guidance Section
Section 1

To be submitted prior to or upon Contract award or execution:

- ☐ Executed Subcontracts, agreements, and purchase orders
- ☐ EEO Policy Statement (when the contract is not bid)
- ☐ MWBE Utilization Plan and/or Waiver Request
- ☐ SDVOB Utilization Plan and/or Waiver Request
- ☐ EEO Staffing Plan

Section 1
Section 1
Section 2
Section 1

Tasks for construction start:

- ☐ Ensure that all Subcontracts contain Part 2: Required Contract Language
- ☐ Pay the higher of applicable prevailing state or local wages including benefits

Section 3

Ongoing documentation & tasks:

- ☐ EEO Workforce Utilization Report to EFC
- ☐ Submit Monthly MWBE-SDVOB Reports to MBO
- ☐ Maintain proof of payments for MWBE Subcontractors
- ☐ Maintain proof of payments for SDVOB Subcontractors

Section 1
Section 1/2
Section 1
Section 2

Attachments (Required Forms)

Attachment 1 – EEO Policy Statement

CONFIDENTIAL



Environmental Facilities Corporation

New York State Environmental Facilities Corporation EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT NEW YORK STATE FINANCIAL ASSISTANCE PROGRAMS

I, Jameson Phillips, am the authorized representative of Wm. J Keller & Sons Construction Corp.
Name of Representative Name of Contractor/Service Provider
I hereby certify that Wm. J Keller & Sons Construction Corp. will abide by the equal employment
Name of Contractor/Service Provider
opportunity (EEO) policy statement provisions outlined below.

- (i) The Contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contracts relating to Water Grant projects.
- (ii) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract relating to this Water Grant project, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (iii) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (iv) The Contractor shall comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with 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.
- (v) The Contractor will include the provisions of subdivisions (i) through (iv) 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.

X 

Contractor/Service Provider Representative

Will supply if low bidder

Attachment 3
NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

SECTION 1: MUNICIPAL INFORMATION			
Recipient/Municipality:		County:	
Project No.:	GIGP/EPG 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.			
Complete if applicable:			
Authorized Representative:		Title:	
Authorized Rep. Company:		Email:	Phone #:
Electronic Signature of Authorized Rep.:		Date:	
☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION			
Firm Name:		Contract Type: ☐ Construction ☐ Other Services	
Prime Firm is Certified as: ☐ MBE ☐ WBE ☐ N/A ☐ Other: Please repeat information in the Utilization Plan below (Section 3). If dual certified, you must select either MBE or WBE.			
Address:		Phone #:	Fed. Employer ID #:
Description of Work:			
Award Date:	Start Date:	Completion Date:	
Total Contract Amount: \$			
MWBE Eligible Contract Amount: \$			
(MWBE Goals are applied to this amount and includes all change orders, amendments, & waivers)			
MWBE GOAL Total		PROPOSED MWBE Participation	
MBE:	% \$	MBE:	% \$
WBE:	% \$	WBE:	% \$
Total:	% \$	Total:	% \$

Attachment 3
NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

SECTION 3: MWBE SUBCONTRACTOR INFORMATION					
This Submittal is:	☐ The First/Original Utilization Plan	☐ Revised Utilization Plan #:	Contract Amount:		For EFC Use:
			MBE (\$)	WBE (\$)	
NYS Certified MWBE Subcontractor Info					
Name:		Fed. Employer ID#:			
Address:		Phone #:			
Scope of Work:		Email:			
Select Only One: ☐ MBE ☐ WBE ☐ Other:		Start Date:			
Select Only One: ☐ Broker ___% ☐ Supplier ☐ N/A		Completion Date:			
Full Contract Amount: \$					
Name:		Fed. Employer ID#:			
Address:		Phone #:			
Scope of Work:		Email:			
Select Only One: ☐ MBE ☐ WBE ☐ Other:		Start Date:			
Select Only One: ☐ Broker ___% ☐ Supplier ☐ N/A		Completion Date:			
Full Contract Amount: \$					
Name:		Fed. Employer ID#:			
Address:		Phone #:			
Scope of Work:		Email:			
Select Only One: ☐ MBE ☐ WBE ☐ Other:		Start Date:			
Select Only One: ☐ Broker ___% ☐ Supplier ☐ N/A		Completion Date:			
Full Contract Amount: \$					
Name:		Fed. Employer ID#:			
Address:		Phone #:			
Scope of Work:		Email:			
Select Only One: ☐ MBE ☐ WBE ☐ Other:		Start Date:			
Select Only One: ☐ Broker ___% ☐ Supplier ☐ N/A		Completion Date:			
Full Contract Amount: \$					

Will supply if low bidder

Attachment 3
NYS Environmental Facilities Corporation
Minority- & Women-Owned Business Enterprise (MWBE) Utilization Plan

SECTION 3: MWBE SUBCONTRACTOR INFORMATION continued									
Name:		Fed. Employer ID#:							
Address:		Phone #:							
Scope of Work:		Email:							
Select Only One: ☐ MBE ☐ WBE ☐ Other:		Start Date:							
Select Only One: ☐ Broker __% ☐ Supplier ☐ N/A		Completion Date:							
Full Contract Amount: \$									
Name:		Fed. Employer ID#:							
Address:		Phone #:							
Scope of Work:		Email:							
Select Only One: ☐ MBE ☐ WBE ☐ Other:		Start Date:							
Select Only One: ☐ Broker __% ☐ Supplier ☐ N/A		Completion Date:							
Full Contract Amount: \$									
Name:		Fed. Employer ID#:							
Address:		Phone #:							
Scope of Work:		Email:							
Select Only One: ☐ MBE ☐ WBE ☐ Other:		Start Date:							
Select Only One: ☐ Broker __% ☐ Supplier ☐ N/A		Completion Date:							
Full Contract Amount: \$									
Name:		Fed. Employer ID#:							
Address:		Phone #:							
Scope of Work:		Email:							
Select Only One: ☐ MBE ☐ WBE ☐ Other:		Start Date:							
Select Only One: ☐ Broker __% ☐ Supplier ☐ N/A		Completion Date:							
Full Contract Amount: \$									
SIGNATURE									

Will supply if low bidder

Attachment 3
NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

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 MWBE subcontractors will perform a commercially useful function.	Date:
Name (Please Type):	

10/17/2017 11:11 AM

Will supply if low bidder

Attachment 4
New York State Environmental Facilities Corporation
Minority & Women Owned Business Enterprise (MWBE) Waiver Request Form

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2, 3, and 4. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format to the Recipient's designated Minority Business Officer (MBO).** Incomplete forms will be found deficient.

See the Bid Packet at www.efc.ny.gov or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format via e-mail to your EFC MWBE Representative.** The subject heading of the e-mail to the EFC MWBE Representative should follow the format "Waiver Request, Project Number, Contractor." EFC will review and notify the MBO via e-mail of its acceptance or denial.

If a partial MWBE waiver is requested, an MWBE Utilization Plan must also be submitted for the amount of proposed MWBE participation.

SECTION 1: MUNICIPAL INFORMATION			
Recipient/Municipality:		County:	
Project No.:	GIG/IEPG No.:	Contract ID:	Registration No. (NYC only):
Minority Business Officer (MBO):		Email:	Phone #:
Address of MBO:			Date:
Signature of MBO: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION			
Firm Name:	Contract Type: ☐ Construction ☐ Other Services		
Prime Firm is Certified as: ☐ MBE ☐ WBE ☐ N/A ☐ Other:			
Address:	Phone #:	Fed. Employer ID #:	
Contact Information of Firm Representative Authorized to Discuss Waiver Request:		E-mail:	
Name:	Title:	Phone #:	
Description of Work:	EFC MWBE GOAL Total		
Award Date:	Start Date:	Completion Date:	MBE: % \$
Total Contract Amount: \$			WBE: % \$
MWBE Eligible Contract Amount: \$			Total: % \$
(MWBE Goals are applied to this amount and includes all change orders, amendments, & waivers)			

Attachment 4
New York State Environmental Facilities Corporation
Minority & Women Owned Business Enterprise (MWBE) Waiver Request Form

SECTION 3: TYPE OF MWBE WAIVER REQUESTED

1. ☐ **Full Waiver** (No MWBE participation)
2. ☐ **Partial Waiver** (Less than the MWBE goals; indicate below the proposed MWBE participation)

PROPOSED MWBE Participation	
MBE:	% \$
WBE:	% \$
Total:	% \$
3. ☐ **Specialty Equipment/Services Waiver** (Must be of SIGNIFICANT cost - list of equipment and cost must be attached in addition to the supporting documentation outlined below)

SECTION 4: SUPPORTING DOCUMENTATION

- To be considered, the Request for Waiver Form must be accompanied by the documentation requested in items 1 – 9, as listed below. If a Specialty Equipment Waiver is requested, it must be accompanied by the documentation requested in items 1 - 13. If a Specialty Services Waiver is requested, it must be accompanied by the items requested in items 1 – 9 and item 14. Copies of the following information and all relevant supporting documentation must be submitted along with the request. Please contact EFC for assistance, including sample documentation.
1. A letter of explanation setting forth your basis for requesting a partial or total waiver and detailing the good faith efforts that were made.
 2. Copies of advertisements in any general circulation, trade association, and minority- and women-oriented publications in which you solicited MWBEs for the purposes of complying with your participation goals, with the dates of publication.
 3. Screenshots of search results (by business description or commodity code) from Empire State Development Corporation's (ESD) MWBE Directory of all certified MWBEs that were solicited for purposes of complying with your MWBE participation goals.
 4. Copies of faxes, letters, or e-mails sent to MWBE firms to solicit participation and their responses.
 5. A log of solicitation results, consisting of the list of MWBE 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) and clearly provide a rationale for firms included on the completed Utilization Plan as well as for those not chosen. The log should show: that each MWBE firm was contacted twice by two different methods (e.g., fax and phone); who was spoken to; what was said; and the final outcome of the solicitation.
 6. A description of any contract documents, plans, or specifications made available to MWBEs for purposes of soliciting their bids and the date and manner in which these documents were made available. Specifically, include information on the scope of work in the contract and a breakout of tasks or equipment, such as

Will supply if low bidder

Attachment 4
New York State Environmental Facilities Corporation
Minority & Women Owned Business Enterprise (MWBE) Waiver Request Form

a schedule of values for a construction contract or a proposal or excerpt from a professional services agreement.

7. Documentation of any negotiations between you, the Contractor, and the MWBEs undertaken for purposes of complying with your MWBE participation goals.
8. Any other information you deem relevant which may help us in evaluating your request for a waiver. Examples may include sign-in sheets from any pre-bid meetings where MWBE firms were invited, attendance at MWBE forums, etc.
9. EFC and the MBO reserve the right to request additional information and/or documentation.

Additional Documentation for Requests for Specialty Equipment Waivers:

10. 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.
11. Letter, e-mail or screenshot of website from the manufacturer listing their distributors in NYS and the locations.
12. Screenshots of ESD's MWBE Directory searches for the manufacturer and distributor showing that they are not found in the Directory.
13. An invoice or purchase order showing the value of the equipment.

Additional Documentation for Requests for Specialty Service Waivers:

14. A letter of explanation containing information about the scope of work and why no MWBE firms could be subcontracted to provide that service.

Note: Unless a Total Waiver has been granted, Firms will be required to submit all reports and documents pursuant to the provisions set forth in the procurement and/or contract, as deemed appropriate by EFC, to determine MWBE compliance. In cases where EFC accepts a full or partial waiver of MWBE participation goals, the waiver request will be posted to EFC's website.

SIGNATURE	
Electronic Signature of Contractor: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge. Name: (Please Type):	Date:

RECEIVED
10/11/2017

Will supply if low bidder

Attachment 5
New York State Environmental Facilities Corporation
Monthly Minority- & Women- Owned Business Enterprise (MWBE) Contractor Compliance Report
("Monthly MWBE-SDVOB Report")

Instructions:

- Contractors are to complete the report in Word version and email to the Recipient's Minority Business Officer ("MBO") on a monthly basis.
- If you require additional pages, you may find them on EFC's website at www.efc.ny.gov.
- All MWBE Subcontractors for this contract **MUST** be listed on the form regardless of whether they were paid this month.
- Please save Report as "MReport - (Project No.) - (Municipality) - (Firm Name) - (Date)" and send the Word version of this document.
- Proofs of payment in the amounts shown below must be transmitted to the MBO with the report.

Municipality:		County:		Contract ID:		Month:		Year:	
Project No.:		GIGP/EPG No:		Registration No. (NYC only):					
Prime Contractor/Service Provider:		Award Date:		Start Date:		Date all MWBE / SDVOB subs paid in full:			
Signature of Contractor: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief. Date:									
Last Month's Contract Amt: \$ Revised Contract Amt: \$ Change Order Amt: \$		MWBE Eligible Amt: \$ (Goals are applied to this amount and includes eligible change orders, amendments & waivers)		EFC MWBE Goals			Total Paid to Prime Total Paid this Month: \$ Total Paid to Date: \$		
				MBE: % WBE: % Total: % MWBE Amt: \$ WBE Amt: \$ Total Amt: \$					
		SDVOB Eligible Amount \$		EFC SDVOB Goals					
				SDVOB 6 % SDVOB Amt: \$					
NYS Certified MWBE / SDVOB Contractor & Subcontractor		Please Specify Any Revisions this Month.		Subcontractor Total Amount Original Revised		Payments this Month		Previous Payments	
Name: Fed. Employer ID#: _____ Choose all that apply: ☐ MBE ☐ WBE ☐ SDVOB ☐ Other: MWBE Only - Select Only One: ☐ Broker ☐ Supplier ☐ N/A		☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED							
Name: Fed. Employer ID#: _____ Choose all that apply: ☐ MBE ☐ WBE ☐ SDVOB ☐ Other: MWBE Only - Select Only One: ☐ Broker ☐ Supplier ☐ N/A		☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED							

Will supply if low bidder

Attachment 5

New York State Environmental Facilities Corporation Monthly Minority- & Women- Owned Business Enterprise (MWBE) Contractor Compliance Report ("Monthly MWBE-SDVOB Report")

NYS Certified MWBE / SDVOB Contractor & Subcontractor	Please Specify Any Revisions this Month.	Subcontractor Contract Amount		Payments this Month	Previous Payments	Total Payments Made to Date
		Original	Revised			
Name: Fed. Employer ID#: Choose all that apply: ☐ MBE ☐ WBE ☐ SDVOB ☐ Other: MWBE Only - Select Only One: ☐ Broker ___ % ☐ Supplier ☐ N/A	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Choose all that apply: ☐ MBE ☐ WBE ☐ SDVOB ☐ Other: MWBE Only - Select Only One: ☐ Broker ___ % ☐ Supplier ☐ N/A	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Choose all that apply: ☐ MBE ☐ WBE ☐ SDVOB ☐ Other: MWBE Only - Select Only One: ☐ Broker ___ % ☐ Supplier ☐ N/A	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Choose all that apply: ☐ MBE ☐ WBE ☐ SDVOB ☐ Other: MWBE Only - Select Only One: ☐ Broker ___ % ☐ Supplier ☐ N/A	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Choose all that apply: ☐ MBE ☐ WBE ☐ SDVOB ☐ Other: MWBE Only - Select Only One: ☐ Broker ___ % ☐ Supplier ☐ N/A	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					

Will supply if low bidder

Attachment 5

**New York State Environmental Facilities Corporation
Monthly Minority- & Women- Owned Business Enterprise (MWBE) Contractor Compliance Report
("Monthly MWBE-SDVOB Report")**

NYS Certified MWBE / SDVOB Contractor & Subcontractor	Please Specify Any Revisions this Month.	Subcontractor Total Amount		Payments this Month	Previous Payments	Total Payments Made to Date
		Original	Revised			
Name: Fed. Employer ID#: Choose all that apply: ☐ MBE ☐ WBE ☐ SDVOB ☐ Other: MWBE Only - Select Only One: ☐ Broker ☐ % ☐ Supplier ☐ N/A	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Choose all that apply: ☐ MBE ☐ WBE ☐ SDVOB ☐ Other: MWBE Only - Select Only One: ☐ Broker ☐ % ☐ Supplier ☐ N/A	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Choose all that apply: ☐ MBE ☐ WBE ☐ SDVOB ☐ Other: MWBE Only - Select Only One: ☐ Broker ☐ % ☐ Supplier ☐ N/A	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Choose all that apply: ☐ MBE ☐ WBE ☐ SDVOB ☐ Other: MWBE Only - Select Only One: ☐ Broker ☐ % ☐ Supplier ☐ N/A	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Choose all that apply: ☐ MBE ☐ WBE ☐ SDVOB ☐ Other: MWBE Only - Select Only One: ☐ Broker ☐ % ☐ Supplier ☐ N/A	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					

PREPARED BY

Attachment 5

Attachment 5

Attachment 5

Will supply if low bidder

Attachment 6
NYS Environmental Facilities Corporation
Service Disabled Veteran-Owned Business (SDVOB) 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 in Microsoft Word format to the Recipient's designated 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 found on EFC's website.

If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified SDVOB, please contact EFC for assistance.

The utilization of certified SDVOBs for non-commercially useful functions may not be counted towards utilization of certified SDVOBs in the Utilization Plan. SDVOB firms must be certified by NYS Office of General Services in order to be counted towards satisfaction of SDVOB participation goals.

See the Bid Packet at www.efc.ny.gov or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. The MBO may designate an Authorized Representative to complete and submit quarterly payment reports on its behalf, and, if so designated, the MBO's Authorized Representative must also complete Section 1. The Authorized Representative may only submit quarterly payment reports on behalf of the MBO and may not submit any other required forms or reports for the MBO. The MBO must complete Section 1 even if designating an Authorized Representative. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format via e-mail to your EFC MWBE-SDVOB Representative.**

The subject heading of the e-mail to the EFC MWBE-SDVOB Representative should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and notify the MBO via e-mail of its acceptance or denial.

Within 10 days of EFC's acceptance of a Utilization Plan, EFC will post the approved Utilization Plan on the EFC website.

RECEIVED
OCT 10 2017
EFC

Will supply if low bidder

Attachment 6
NYS Environmental Facilities Corporation
Service Disabled Veteran-Owned Business (SDVOB) Utilization Plan

SECTION 1: MUNICIPAL INFORMATION				
Recipient/Municipality:		County:		
Project No.:	GIGP/EPG 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.				
Complete if applicable:				
Authorized Representative:		Title:		
Authorized Rep. Company:		Email:	Phone #:	
Electronic Signature of Authorized Rep.: ☐ 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		
Prime Firm is Certified as: ☐ SDVOB Please repeat information in the Utilization Plan below (Section 3).				
Address:		Phone #:	Fed. Employer ID #:	
Description of Work:				
Award Date:	Start Date:	Completion Date:	SDVOB GOAL Total	PROPOSED SDVOB Participation
Total Contract Amount: \$ SDVOB Eligible Contract Amount: \$ (Goals are applied to this amount and includes all change orders, amendments, & waivers)			Total: 6% \$ % \$	

Will supply if low bidder

Attachment 6
NYS Environmental Facilities Corporation
Service Disabled Veteran-Owned Business (SDVOB) Utilization Plan

SECTION 3: SDVOB SUBCONTRACTOR INFORMATION				
This Submittal is: ☐ The First/Original Utilization Plan ☐ Revised Utilization Plan #:				
NYS Certified SDVOB Subcontractor Info		Participation: SDVOB (\$)	For EFC Use:	
Name:				
Address:				
Scope of Work:				
Full Subcontract Amount: \$				
Start Date:				
Name:	Fed. Employer ID#:			
Address:	DSDVBD Control #:			
Scope of Work:	Phone #:			
Full Subcontract Amount: \$	Email:			
Start Date:	Completion Date:			
Name:	Fed. Employer ID#:			
Address:	DSDVBD Control #:			
Scope of Work:	Phone #:			
Full Subcontract Amount: \$	Email:			
Start Date:	Completion Date:			
Name:	Fed. Employer ID#:			
Address:	DSDVBD Control #:			
Scope of Work:	Phone #:			
Full Subcontract Amount: \$	Email:			
Start Date:	Completion Date:			
Name:	Fed. Employer ID#:			
Address:	DSDVBD Control #:			
Scope of Work:	Phone #:			
Full Subcontract Amount: \$	Email:			
Start Date:	Completion Date:			
Name:	Fed. Employer ID#:			
Address:	DSDVBD Control #:			
Scope of Work:	Phone #:			
Full Subcontract Amount: \$	Email:			
Start Date:	Completion Date:			

Will supply if low bidder

Attachment 6
NYS Environmental Facilities Corporation
Service Disabled Veteran-Owned Business (SDVOB) Utilization Plan

SECTION 3: SDVOB SUBCONTRACTOR INFORMATION continued					
Name:	Fed. Employer ID#:				
Address:	DSDVBD Control #:				
Scope of Work:	Phone #:				
Full Subcontract Amount: \$	Email:				
Start Date:	Completion Date:				
Name:	Fed. Employer ID#:				
Address:	DSDVBD Control #:				
Scope of Work:	Phone #:				
Full Subcontract Amount: \$	Email:				
Start Date:	Completion Date:				
Name:	Fed. Employer ID#:				
Address:	DSDVBD Control #:				
Scope of Work:	Phone #:				
Full Subcontract Amount: \$	Email:				
Start Date:	Completion Date:				
Name:	Fed. Employer ID#:				
Address:	DSDVBD Control #:				
Scope of Work:	Phone #:				
Full Subcontract Amount: \$	Email:				
Start Date:	Completion Date:				

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 SDVOB subcontractors will perform a commercially useful function.	Date:
Name (Please Type):	

Will supply if low bidder

Attachment 7
NYS Environmental Facilities Corporation
Service Disabled Veteran Owned Business (SDVOB) Waiver Request Form

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2, 3, and 4. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format to the Recipient's designated Minority Business Officer (MBO).** Incomplete forms will be found deficient.

See the Bid Packet at www.efc.ny.gov or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format via e-mail to your EFC MWBE-SDVOB Representative.** The subject heading of the e-mail to the EFC MWBE-SDVOB Representative should follow the format "Waiver Request, Project Number, Contractor." EFC will review and notify the MBO via e-mail of its acceptance or denial.

If a partial SDVOB waiver is requested, an SDVOB Utilization Plan must also be submitted for the amount of proposed SDVOB participation.

SECTION 1: MUNICIPAL INFORMATION			
Recipient/Municipality:	County:		
Project No.:	GIGP/EPG No.:	Contract ID:	Registration No. (NYC only):
Minority Business Officer (MBO):		Email:	Phone #:
Address of MBO:			Date:
Signature of MBO: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION			
Firm Name:	Contract Type: ☐ Construction ☐ Other Services		
Address:	Phone #:	Fed. Employer ID #:	
Contact Information of Firm Representative Authorized to Discuss Waiver Request:		E-mail:	
Name:		Phone #:	
Title:		EFC SDVOB GOAL Total	
Description of Work:	Start Date:	Completion Date:	
Total Contract Amount: \$ SDVOB Eligible Contract Amount: \$ (SDVOB Goals are applied to this amount and includes all change orders, amendments, & waivers)			
Total: 6 % \$			

Will supply if low bidder

Attachment 7

NYS Environmental Facilities Corporation

Service Disabled Veteran Owned Business (SDVOB) Waiver Request Form

SECTION 3: TYPE OF SDVOB WAIVER REQUESTED

1. ☐ **Full Waiver** (No SDVOB participation)
 2. ☐ **Partial Waiver** (Less than the SDVOB goal; indicate below the proposed SDVOB participation)
- PROPOSED SDVOB Participation**
- | | Total: | % | \$ |
|---|--------|---|----|
| 3. ☐ Specialty Equipment/Services Waiver (Must be of SIGNIFICANT cost - list of equipment and cost must be attached in addition to the supporting documentation outlined below) | | | |

SECTION 4: SUPPORTING DOCUMENTATION

To be considered, the Request for Waiver Form must be accompanied by the documentation requested in items 1 – 9, as listed below. If a Specialty Equipment Waiver is requested, it must be accompanied by the documentation requested in items 1 - 13. If a Specialty Services Waiver is requested, it must be accompanied by the items requested in items 1 – 9 and item 14. Copies of the following information and all relevant supporting documentation must be submitted along with the request. Please contact EFC for assistance, including sample documentation.

1. A letter of explanation setting forth your basis for requesting a partial or total waiver and detailing the good faith efforts that were made.
2. Copies of advertisements in any general circulation, trade association, in which you solicited SDVOBs for the purposes of complying with your participation goal, with the dates of publication.
3. A list of firms found as a result of a search (by business description or commodity code) of OGS's SDVOB Directory and solicited for purposes of complying with your SDVOB participation goal.
4. Copies of faxes, letters, or e-mails sent to SDVOB firms to solicit participation and their responses.
5. A log of solicitation results, consisting of the list of SDVOB 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) and clearly provide a rationale for firms included on the completed Utilization Plan as well as for those not chosen. The log should show: that each SDVOB firm was contacted twice by two different methods (e.g., fax and phone); who was spoken to; what was said; and the final outcome of the solicitation.
6. A description of any contract documents, plans, or specifications made available to SDVOBs for purposes of soliciting their bids and the date and manner in which these documents were made available. Specifically, include information on the scope of work in the contract and a breakout of tasks or equipment, such as a schedule of values for a construction contract or a proposal or excerpt from a professional services agreement.

Will supply if low bidder

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Service Disabled Veteran Owned Business (SDVOB) Waiver Request Form

7. Documentation of any negotiations between you, the Contractor, and the SDVOBs undertaken for purposes of complying with your SDVOB participation goal.
8. Any other information you deem relevant which may help us in evaluating your request for a waiver. Examples may include sign-in sheets from any pre-bid meetings where SDVOB firms were invited, attendance at SDVOB forums, etc.
9. EFC and the MBO reserve the right to request additional information and/or documentation.

Additional Documentation for Requests for Specialty Equipment Waivers:

10. 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.
11. Letter, e-mail or screenshot of website from the manufacturer listing their distributors in NYS and the locations.
12. The name and federal employee identification number of the manufacturer and distributor for EFC to search the SDVOB Directory.
13. An invoice or purchase order showing the value of the equipment.

Additional Documentation for Requests for Specialty Service Waivers:

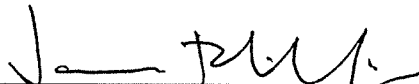
14. A letter of explanation containing information about the scope of work and why no SDVOB firms could be subcontracted to provide that service.

Note: Unless a Total Waiver has been granted, Firms will be required to submit all reports and documents pursuant to the provisions set forth in the procurement and/or contract, as deemed appropriate by EFC, to determine SDVOB compliance. In cases where EFC accepts a full or partial waiver of SDVOB participation goals, the waiver request will be posted to EFC's website.

SIGNATURE	
Electronic Signature of Contractor: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge. Name: (Please Type):	Date:

Town of Rotterdam Harassment Policy Clause

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


Signature

Wm. J Keller & Sons Construction Corp.
Name of Company or Corporation

1435 Route 9
Address

Castleton, NY 12033
City, State Zip

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:

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

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

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

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

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

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

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

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

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

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

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

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.

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

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.

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

4/27/2017 10:46

SECTION 004114

BID BOND (PENAL SUM FORM)

Bidder Name: William J. Keller & Sons Construction Corp. Address (principal place of business): 1435 Route 9 Castleton, New York 12033	Surety Name: The Ohio Casualty Insurance Company Address (principal place of business): 62 Maple Avenue Keene, New Hampshire 03431
Owner Name: Town of Rotterdam Address (principal place of business): 1100 Sunrise Boulevard Rotterdam, New York 12306	Bid Project (name and location): Town of Rotterdam, Sewer District #7 - Extension #2 Carman Road, Contract 1 - General Construction Bid Due Date: January 14, 2022
Bond Penal Sum: Five Percent (5%) of Attached Bid Date of Bond: December 29, 2021 Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder William J. Keller & Sons Construction Corp. (Full formal name of Bidder) By: <u>[Signature]</u> (Signature) Name: John D. Keller, Jr. (Printed or typed) Title: President Attest: <u>[Signature]</u> (Signature) Name: CHRISTOPHER HAYES (Printed or typed) Title: WITNESS	Surety The Ohio Casualty Insurance Company (Full formal name of Surety) (corporate seal) By: <u>[Signature]</u> (Signature) (Attach Power of Attorney) Name: Jaymie P. Columbus (Printed or typed) Title: Attorney-in-Fact Witness Attest: <u>[Signature]</u> (Signature) Name: Harry Ungeheuer (Printed or typed) Title: Witness
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner 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 will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner 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).
4. 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 Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced 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.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must 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 Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. 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.
10. 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 will 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 governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the individual _____ in and who executed the foregoing instrument and _____ acknowledged to me that _____ executed the same in his individual capacity.

Notary Public

COPARTNERSHIP

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public

CORPORATE

STATE OF NEW YORK }
COUNTY OF RENSSELAER } ss

On this 29th day of December, 2021, before me personally appeared John D. Keller, Jr. _____ to me known, who, being by me first duly sworn, did depose and say that he/she resides in Castleton, New York _____; that he/she is the President of William J. Keller & Sons Construction Corp. _____ the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order and authority.

Notary Public

JOANNE ALESSIO
NOTARY PUBLIC, STATE OF NEW YORK
No. 01AL6059942
Qualified in Albany County
My Commission Expires: 6-11-23

SURETY

STATE OF NEW YORK }
COUNTY OF ALBANY } ss

I, Barbara A. Lavenia _____ Notary Public of Schenectady County, in the State of New York do hereby certify that Jaymie P. Columbus _____ Attorney-in-Fact, of the The Ohio Casualty Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the The Ohio Casualty Insurance Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Albany in said County, this 29th day of December, A.D. 2021.

BARBARA A. LAVENIA
Notary Public, State of New York
Qualified in Schenectady County
No. 01LA5060627
Commission Expires 05/20/2022

Notary Public



THE OHIO CASUALTY INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2020

Assets		Liabilities	
Cash and Bank Deposits	\$1,50,376,256	Unearned Premiums	\$1,351,793,120
*Bonds — U.S Government	637,339,036	Reserve for Claims and Claims Expense	3,820,674,665
*Other Bonds	4,501,743,412	Funds Held Under Reinsurance Treaties	0
*Stocks	231,503,116	Reserve for Dividends to Policyholders	190,835
Real Estate	0	Additional Statutory Reserve	0
Agents' Balances or Uncollected Premiums	774,786,642	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	33,410,287	Other Liabilities	407,364,363
Other Admitted Assets	1,390,387,941	Total	\$5,580,022,983
		Special Surplus Funds	\$ 28,504,816
		Capital Stock	4,500,000
		Paid in Surplus	738,183,897
		Unassigned Surplus	1,368,334,994
		Surplus to Policyholders	2,139,523,707
Total Admitted Assets	<u>\$7,719,546,690</u>	Total Liabilities and Surplus	<u>\$7,719,546,690</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from The Ohio Casualty Insurance Company's financial statement filed with the state of Ohio Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2020, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2021.

TAMikolajewski

Assistant Secretary



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205716-969147

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charles C. Leach; David Bauer; Jaymie P. Columbus; John Zimmermann; Kimberly A. Ritchie; Patrick J. Clyne; Robert Crandall; Timothy M. Tyrrell

all of the city of Latham state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of June, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 8th day of June, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of December, 2021.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

SECTION 004113

BID FORM

CONTRACT 2 – ELECTRICAL

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted for: **Town of Rotterdam Sewer District #7 – Ext #2 – Carman Road**
- 1.02 This Bid is submitted to: **Town of Rotterdam 1100 Sunrise Blvd., Rotterdam, NY 12306**
- 1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner 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.
- 1.04 The Work will be awarded as two (2) **contracts**.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid Security in the form of a certified check, bank check, or a Bid Bond in accordance with the instructions to Bidders.
 - B. Proposed construction phasing plan and schedule
 - C. List of Proposed Subcontractors;
 - D. Non-Collusive Affidavit;
 - E. Required Bidder Qualification Statement with supporting data; and
 - F. NYS Environmental Facilities Corporation Program Requirements and Bid Packet for Construction Contracts.

ARTICLE 3—BASIS OF BID—UNIT PRICES

- 3.01 *Unit Price Bids*
 - A. Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

CONTRACT 2 – ELECTRICAL CONSTRUCTION

BASE BID

Bid Item No. 1 – Sewer Extension #2 Sanitary Sewer System and Pumping Station – Electrical Construction

Total Lump Sum Price:

One Hundred Sixty-Seven Thousand Five Hundred Thirty-One Dollars and Forty-Three Cents DOLLARS (\$ 167,531.43)
(use words) (use numbers)

Bid Item No. 2 – Fourth Street Pumping Station Upgrades – Electrical Construction

Total Lump Sum Price:

One Hundred Thirty-Two Thousand Four Hundred Sixty-Eight Dollars and Fifty-Seven Cents DOLLARS (\$ 132,468.57)
(use words) (use numbers)

Bid Item No. 3 – Contingency Allowance

Total Lump Sum Price:

Thirty Three Thousand and zero cents DOLLARS (\$33,000)
(use words) (use numbers)

BASE BID SUMMARY

TOTAL LUMP SUM FOR ALL BASE BID ITEMS (Bid Item No. 1 + No. 2 + No. 3):

Three Hundred Thirty Thousand Dollars DOLLARS (\$ 330,000.00)
(use words) (use numbers)

Note: In case of a discrepancy between unit prices written in words and figures, the unit prices written in words shall govern. In case of a discrepancy between unit prices bid and extended totals, the unit prices shall govern.

Unit prices have been computed in accordance with Article 13.03, Paragraph C of the General Conditions. BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

BID ITEM DESCRIPTIONS:

Bid Item No. 1 – Sewer Extension #2 Sanitary Sewer System and Pumping Station – Electrical Construction

PART 1 - DESCRIPTION

Under this item the Contractor shall complete all work associated with the installation of the new electrical equipment as specified herein in accordance with the contract drawings.

PART 2 – WORK INCLUDED

Provide electrical work as indicated on the Contract Documents for a new electrical service entrance and associated power distribution equipment as indicated on the contract documents. Provide branch circuitry and electrical feeders to all equipment as shown on the Contract Drawings; provide relocated emergency generator and new automatic transfer switch for the facility as indicated on the drawings; provide all indicated electrical removal work associated with the demolition of the existing electrical equipment; restoration; and record drawings.

PART 3 – ASSOCIATED WORK NOT INCLUDED

General Construction items.

PART 4 – METHOD OF PAYMENT

Payment for this item will be made at lump sum price.

PART 5 – METHOD OF MEASUREMENT

The price bid for this item shall include the cost of furnishing all labor, equipment, instruments and other material necessary to satisfactorily complete the work. A schedule of values, as specified herein, shall be used to determine percent complete on each progress payment.

Bid Item No. 2 – Fourth Street Pumping Station Upgrades – Electrical Construction

PART 1 - DESCRIPTION

Under this item the Contractor shall complete all work associated with the installation of the new electrical equipment for the Fourth Street pumping station upgrades as specified herein in accordance with the contract drawings.

PART 2 – WORK INCLUDED

Provide electrical work as indicated on the Contract Documents for a new electrical service entrance and associated power distribution equipment as indicated on the contract documents. Provide branch circuitry and electrical feeders to all equipment as shown on the Contract Drawings; provide a new emergency generator and automatic transfer switch for the facility as indicated on the drawings; provide all indicated

electrical removal work associated with the demolition of the existing electrical equipment; restoration; and record drawings.

PART 3 – ASSOCIATED WORK NOT INCLUDED

General Construction items.

PART 4 – METHOD OF PAYMENT

Payment for this item will be made at lump sum price.

PART 5 – METHOD OF MEASUREMENT

The price bid for this item shall include the cost of furnishing all labor, equipment, instruments and other material necessary to satisfactorily complete the work. A schedule of values, as specified herein, shall be used to determine percent complete on each progress payment.

Bid Item No. 3 – Contingency Allowance

PART 1 - DESCRIPTION

Under this item, the Contractor shall furnish all materials, labor and equipment necessary to complete field directed work at locations, materials and matter directed and authorized by the Engineer.

PART 2 – WORK INCLUDED

General provisions.

Periodic and final clean up.

Furnish all materials, labor, and equipment necessary to complete work as directed and authorized by the Engineer.

PART 3 – ASSOCIATED WORK NOT INCLUDED

Site restoration.

PART 4 – METHOD OF PAYMENT

Payment for this item will be made on a lump sum price or time and material basis for each incident where directed and approved by the Engineer. Unused portions of the allowance will be credited to the Owner.

PART 5 – METHOD OF MEASUREMENT

The method of measurement for payment will be based upon the mutually agreed method for work completed in accordance with the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01

MILESTONE 1:

The Work will be substantially complete within **145 working days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment of milestone 1 in accordance with Paragraph 15.06 of the General Conditions within **159 working days** after the date when the Contract Times commence to run.

MILESTONE 2:

The Work will be substantially complete within **290 working days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment of milestone 2 in accordance with Paragraph 15.06 of the General Conditions within **304 days** after the date when the Contract Times commence to run.

The work included for both milestones are detailed on sheet C010. Working days is considered Monday through Friday excluding DOT holidays.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. All Bids will remain subject to acceptance for ninety (90) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	1/5/2021

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. 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 the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

12. NON-COLLUSIVE BIDDING CERTIFICATION. As required by section 103-d of New York State General Municipal Law, the Bidder has completed and submitted with the Bid the certification in Specification 004519.
13. The Bidders must comply with the Davis-Bacon Act as well as New York State Department of Labor Prevailing Wage Rate Schedule and conditions of employment.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. 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.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. 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.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. 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.

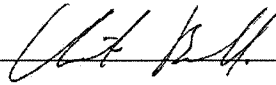
BIDDER hereby submits this Bid as set forth above:

Bidder:

B&D Industries, Inc.

(typed or printed name of organization)

By:



(individual's signature)

Name:

Clinton Beall

(typed or printed)

Title:

President

(typed or printed)

Date:

1/14/2022

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

Nicole Parsons

(typed or printed)

Title:

Corporate Secretary

(typed or printed)

Date:

1/14/2022

(typed or printed)

Address for giving notices:

65 Washington St., Rensselaer, NY 12144

Bidder's Contact:

Name:

Vince Dicarlo

(typed or printed)

Title:

Project Manager

(typed or printed)

Phone:

518-536-1301

Email:

vdicarlo@banddindustries.com

Address:

65 Washington St., Rensselaer, NY 12144

Bidder's Contractor License No.: (if applicable)

License #E272

SECTION 004114

BID BOND (PENAL SUM FORM)

Bidder Name: B&D Industries, Inc. Address (principal place of business): 65 Washington St. Rensselaer, NY 12144	Surety Name: Western Surety Company Address (principal place of business): 151 N. Franklin St. Chicago, IL 60606
Owner Name: Town of Rotterdam Address (principal place of business): 1100 Sunrise Boulevard Rotterdam, NY 12306	Bid Project (name and location): Town of Rotterdam Sewer District #7 - Extension #2 - Carman Road - General Construction and Electrical; Project No. 31892.01; NY Bid Due Date: January 14, 2022
Bond Penal Sum: Five Percent (5%) of Amount Bid Date of Bond: January 13, 2022	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder <u>B&D Industries, Inc.</u> <i>(Full formal name of Bidder)</i> By: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____	Surety <u>Western Surety Company</u> <i>(Full formal name of Surety) (Corporate Seal)</i> By: _____ <i>(Signature) (Attach Power of Attorney)</i> Name: <u>David C. Mitchie</u> <i>(Printed or typed)</i> Title: <u>Attorney-In-Fact</u> Attest: _____ <i>(Signature)</i> Name: <u>Yilan Yu</u> <i>(Printed or typed)</i> Title: <u>Client Service Agent</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner 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 will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner 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).
4. 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 Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced 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.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must 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 Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. 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.
10. 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 will 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 governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David C Mitchie, Thomas M Padilla, Michael T Byrd, Susan D Martin, Individually

of Albuquerque, NM, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of January, 2019.

WESTERN SURETY COMPANY



Paul T. Brufat

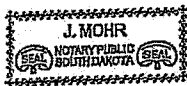
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 14th day of January, 2019, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of January, 2022

WESTERN SURETY COMPANY



L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Rotterdam Pump Station

Project Carman Rd

Project Start Date

Project Start:

Wed, 6/1/2022

Display:

Weekly

Note: Phasing Plan & Schedule Contingent on Civil & Mechanical Work & Generator Lead Time

						1	8	15	22	29	6	13	20
						Jun	Jun	Jun	Jun	Jun	Jul	Jul	Jul
						'22	'22	'22	'22	'22	'22	'22	'22
WBS	TASK DESCRIPTION	PROGRESS	PLAN START	PLAN END	PLAN DAYS	1	2	3	4	5	6	7	8
	Total Duration of Project		6/1/22	8/3/22	46								
	Excavation New Electrical Underground		6/1/22	6/10/22	8								
	New Electrical Rough To Pump Station		6/13/22	7/8/22	20								
	Electrical Rough Building		7/11/22	7/19/22	7								
	New Generator Installation		7/20/22	7/30/22	8								
	Testing & Commisioning		7/28/22	8/3/22	5								

Rotterdam Pump Station

Project 4th Street

Project Start Date

Project Start: Tue, 3/1/2022

Display: Weekly

Note: Phasing Plan & Schedule Contingent on Civil & Mechanical Work & Generator Lead Time

1	8	15	22	29	5	12	19
Mar	Mar	Mar	Mar	Mar	Apr	Apr	Apr
'22	'22	'22	'22	'22	'22	'22	'22

WBS	TASK DESCRIPTION	PROGRESS	PLAN START	PLAN END	PLAN DAYS	1	2	3	4	5	6	7	8
	Total Duration of Project		3/1/22	5/6/22	49								
	Old Generator Removal		3/1/22	3/11/22	9								
	Excavation & Demo - Electrical		3/14/22	3/25/22	10								
	New Rough Electrical		3/28/22	4/15/22	15								
	New Generator Installation		4/18/22	4/29/22	10								
	Testing & Commisioning		5/2/22	5/6/22	5								

PROPOSED SUBCONTRACTORS FORM

Associated Lightning Rod Co. Inc, 6020 Route 22, Milletron, NY 12546 (lightning protection)

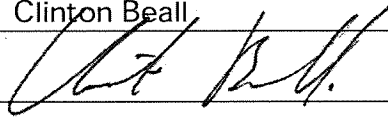
PROPOSED SUBCONTRACTORS FORM

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: B&D Industries, Inc.

Signed by: Clinton Beall Title: President

Signature:  Date: 1/14/2022

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

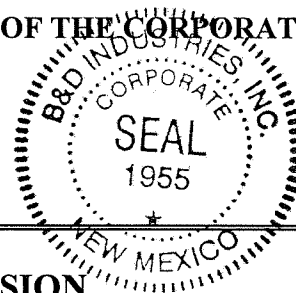
Resolved that Clinton Beall be authorized to sign and submit the bid or proposal of this corporation for B&D Industries, Inc. Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103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

The foregoing is a true and correct copy of the resolution adopted by B&D Industries, Inc. corporation at a meeting of its board of directors held on the 31 day of December, 2020.

(SEAL OF THE CORPORATION)

Nicole Parsons

Signature of Secretary Nicole Parsons



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

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

Clinton Beall

Signature of Individual Clinton Beall, President

1/14/2022

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: B&D Industries, Inc.

Signed by: Clinton Beall

Title: President

Signature: *Clinton Beall*

Date: 1/14/2022

**UNANIMOUS WRITTEN CONSENT
OF DIRECTORS AND SHAREHOLDERS IN LIEU OF SPECIAL JOINT
MEETING
OF B & D INDUSTRIES, INC.**

The undersigned, constituting all the directors and shareholders of B & D Industries, Inc., a New Mexico corporation ("Corporation"), do hereby waive any and all notice required by law of the time, place and purpose of a special joint meeting of the directors and shareholders of the Corporation and do hereby consent, in accordance with the applicable provisions of the laws of the State of New Mexico, and the Bylaws of the Corporation, to the taking of the following actions by written consent of the directors and shareholders. This unanimous written consent shall be filed with the secretary of the Corporation and made a part of the corporate records as if a special meeting had been duly called and held at the offices of the Corporation on December 31, 2020, to wit:

WHEREAS, the Board of Directors has determined it to be in the best interest of the Corporation to amend and restate the Restated Bylaws of the Corporation in the form of attached Exhibit "A" ("Amended and Restated Bylaws");

IT IS RESOLVED that the Amended and Restated Bylaws of the Corporation be, and hereby are, authorized and approved in all respects;

The undersigned have hereunto subscribed their names as all of the officers and shareholders of B & D Industries, Inc. to the same extent and for all purposes as if an actual joint meeting of the directors and shareholders had been held on December 31, 2020.

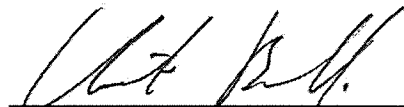
Directors:



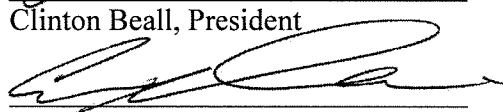
Troy Beall, CEO



Nicole Parsons, Secretary

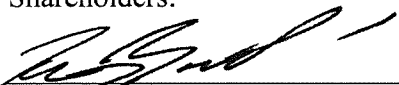


Clinton Beall, President

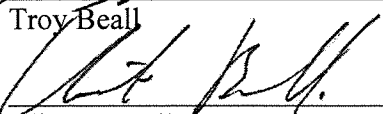


Craig Chiado, Treasurer

Shareholders:



Troy Beall



Clinton Beall



Town of Rotterdam Harassment Policy Clause

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

B&D Industries, Inc.

Name of Company or Corporation

9720 Bell Ave SE

Address

Albuquerque, NM 87123

City, State Zip

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:

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

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

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

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

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

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

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

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

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

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

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

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.

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

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.

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



Environmental Facilities Corporation

New York State Environmental Facilities Corporation EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT NEW YORK STATE FINANCIAL ASSISTANCE PROGRAMS

I, Clinton Beall, am the authorized representative of B&D Industries, Inc.
Name of Representative Name of Contractor/Service Provider
I hereby certify that B&D Industries, Inc. will abide by the equal employment
Name of Contractor/Service Provider
opportunity (EEO) policy statement provisions outlined below.

- (i) The Contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contracts relating to Water Grant projects.
- (ii) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract relating to this Water Grant project, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (iii) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (iv) The Contractor shall comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with 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.
- (v) The Contractor will include the provisions of subdivisions (i) through (iv) 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.

X 

Contractor/Service Provider Representative

**MINUTES OF ANNUAL MEETING OF
THE BOARD OF DIRECTORS OF
B&D INDUSTRIES, INC.**

Pursuant to notice, the annual meeting of the Board of Directors of B&D Industries, Inc., a New Mexico corporation, was held in Madrid, Spain on the 29th day of November, 2019 at 1:30 pm. The following were present, representing a quorum of the Board of Directors:

Troy Beall
Clinton Beall

President, Troy Beall, called the meeting to order and acted as Secretary of the meeting. President, Troy Beall, announced that the purpose of the meeting was the election of officers of the Corporation.

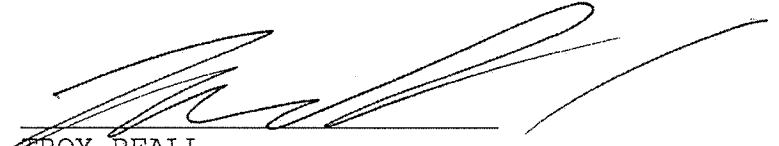
RESOLVED, after discussion, upon motion duly made, seconded and carried, the officers were elected as follows:

Troy Beall	-	President
Clinton Beall	-	Vice-President
Nicole Parsons	-	Secretary
Craig Chiado	-	Treasurer

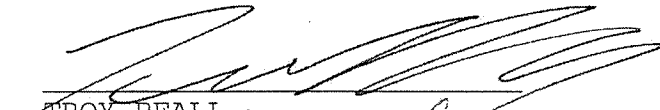
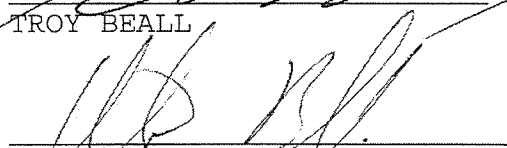
FURTHER RESOLVED, that each officer is to serve until the next annual meeting of the Board of Directors and until his respective successor shall have been duly elected and

qualified or until his prior death, resignation or removal
in accordance with the Bylaws.

There being no further business to come before the
meeting, upon motion duly made, seconded and carried, the
meeting was duly adjourned.


TROY BEALL
Secretary of the meeting

DIRECTORS:


TROY BEALL

CLINTON BEALL

[illegible]

