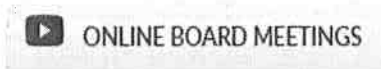


TOWN OF CLIFTON PARK TOWN BOARD MEETING

Tuesday, July 6, 2021

The Town Board meeting can be viewed live by visiting www.cliftonpark.org Scroll down to click



- I. **Call to Order/7:00 P. M. – Wood Room, Town Hall**
- II. **Pledge to Flag**
- III. **Roll Call**
- IV. **Approval of Town Board Minutes**
- V. **Communications/Announcements**
- VI. **Business**
 - **Public Hearing 7:05pm** Local Law __ of 2021 – Extension of Solar Moratorium
 - **Presentation** – HVCC North – Malta Extension Center Project.
 - **Resolutions for Consideration**
 - **Other Business**
- VII. **Open Public Privilege**

NOTE:

At this time, the Town Board meeting will be open to the public following CDC and New York State Guidelines for COVID-19. If vaccinated, no mask is required. Please check www.cliftonpark.org for final agenda and updates. Each speaker shall state name and address prior to addressing the Board and shall be granted the floor for a single time frame of up to five minutes. The Board asks that members of the public respect the opportunity of the speaker at the podium to be heard, and asks that the public refrain from conducting side meetings within the meeting room. In an effort to ensure that the widest number of community viewpoints are heard, the Board asks members of groups or the public to withhold comment, if their viewpoints have already been presented. The Board thanks everyone in attendance for their understanding and also for their desire to actively participate in the Town decision making process.

- VIII. **Adjournment**

Resolutions for Consideration
Clifton Park Town Board Meeting
July 6, 2021

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Supervisor	Approve Local Law ___ of 2021, a 90-day extension to the moratorium on solar projects until October 11, 2021	
2. Sewer	Authorize an agreement with MJ Engineering for engineering services related to “shovel ready” upgrades to sewer infrastructure in certain sewer districts	P. Barrett
3. Sewer	Authorize an agreement with MJ Engineering for engineering services related to installation of emergency standby generators in certain sewer districts	P. Barrett
4. Sewer	Authorize Change Order No. 1 with Carver Construction resulting in a cost reduction of \$50,076.16 for the Oakwood Blvd. Sanitary Sewer Rehabilitation Project	P. Barrett
5. Buildings & Grounds	Declare surplus equipment and authorize online auction	P. Barrett
6. Buildings & Grounds	Authorize the replacement of the HVAC circulator pump by Postler & Jaeckle Corp.	P. Barrett
7. Highway	Authorize the use of Glenwood Drive for a cul-de-sac block party on August 21, 2021	D. Bull
8. Transfer Station	Authorize the purchase of roll off containers for the transfer station	P. Barrett

TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

NOTICE OF PUBLIC HEARING REGARDING
PROPOSED 3-MONTH EXTENSION OF A MORATORIUM FOR THE REVIEW AND
DETERMINATION ON LAND USE APPLICATIONS FOR GROUND MOUNTED SOLAR
FACILITIES

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on July 6, 2021 at 7:05 p.m. in the Wood Memorial Meeting Room in the Town Office Building, located at One Town Hall Plaza, Town of Clifton Park, County of Saratoga, State of New York to consider a proposed Local Law extending the existing moratorium on the review or determination of Ground mounted solar facilities above 25 Kilowatts of capacity within the Town for an additional 90 days, through October 11, 2021.

The proposed legislation would supersede and suspend portions of the New York State Town Law which set forth timeframes and default deadlines for such approvals and provide a relief mechanism through the Town Board.

Copies of the proposed local law are posted at <https://cliftonpark.org/government/legal-notice.html>, and are available for review in the Town Clerk's office during normal business hours.

Local Law No. __ of 2021

A local law establishing a 3 month extension to a moratorium on Ground Mounted Solar Projects, arrays and facilities in Clifton Park

SECTION I. SHORT TITLE.

This local law shall be cited as Local Law # _____ of 2021 extending the Clifton Park Ground Mounted Solar Moratorium of 2021.

SECTION II. LEGISLATIVE FINDINGS AND INTENT.

In 2011, the Town of Clifton Park defined Ground Mounted Solar Arrays consistent with the technologies and emerging usage for such systems within the Conservation Residential, R-1, R-3, Hamlet Residential and Hamlet/Mixed Use Residential Zones. The Local Law allowing solar facilities did not previously provide for such Ground Mounted Systems within the non-residential zones within the Town.

In the 2020 Budget Act, the State of New York established the Office of Renewable Energy Siting, and codified new and expanding public policy toward Renewable energy facilities generally, and Major Renewable Energy Facilities in particular. In addition, the New York State Energy Research and Development Authority has provided for Community solar projects to allow individual ratepayers and homeowners to participate in the financial incentives for commercial-sized solar facilities on a per-panel or fractional basis, and has thereby created additional taxpayer-funded subsidies for the incentivization of solar and other renewable energy projects.

The Town Planning Board has experienced an increase in commercial-sized ground mounted solar applications pursuant to such growing taxpayer-funded subsidies, and incentives, including newly authorized methods of

distributing taxpayer funded energy credits through community solar projects, as well as related public policy preferences, and several projects have been successfully approved and, or constructed as a result of these advances and other modifications of public policy and energy Policy.

While the Town code currently provides for ground mounted solar arrays in the residential zones, pursuant to Special Use Permit, no such definitions or uses are explicitly provided for within non-residential zones. The Town Board wishes to review categorization of Ground Mounted Solar Arrays and other renewable energy systems in light of rapid changes in methods of funding, permitting and constructing such systems, and consider the zoning classifications for such projects throughout the Town, including the various non-residential zones.

SECTION III SCOPE OF CONTROL

- (a) This legislation extends Local Law #2 of 2021 through October 11, 2021, extending the period of time through which no new application for Ground Mounted Solar Arrays, as the same is defined in the Zoning Regulations of the Town of Clifton Park, above 25 Kilowatts of capacity, AC, shall be accepted by any board with appropriate authority in the Town including the Town Board, Planning Board or Zoning Board of Appeals. Pending applications, filed on or before January 11, 2021 will proceed under previously existing regulations.
- (b) Effective Date: This local Law applies to all complete Applications for Site Plan or Special Use permits for Ground Mounted Solar Arrays above 25 KW Capacity, AC, not

previously filed with the Town Planning Department, and determined by the Department to be complete applications [on or before 9:00am on January 11, 2021]

- (c). Each and every time period regulation and all default provisions otherwise applicable to the development, permits and/or approvals is hereby suspended and temporarily superseded by this Local law including but not limited to Section 276 of the New York State Town Law, during its period of effectiveness.
- (d) The jurisdiction of the Zoning Board of Appeals to act pursuant to Section 267-b of the New York State Town Law relative to relief from this Local Law is hereby suspended and temporarily superseded by this Local law for the purposes of any application for relief from this enactment during its period of effectiveness.

SECTION IV APPEAL PROVISIONS

The Town Board retains the power to vary or modify the application of any provision of this local law upon its determination, in its legislative discretion, after public hearing on notice, that this local law would impose extraordinary hardship upon a landowner, and that a variance from this act will not adversely affect the health, safety and general welfare of the town. Any request for an exception or variance shall be filed with Town Board, through the Town Clerk, and shall include a fee of one hundred dollars (\$1500.00) for the processing of such application. All such applications shall be reviewed by the Town Board after a public hearing and final decision on the appeal for relief. Any relief shall be granted through amendments to this local law.

SECTION V PENALTIES

Any person, firm, entity or corporation that shall violate the terms and provisions of this Local Law shall be subject to a penalty in the amount of one thousand dollars (\$1000.00) for each day such violation shall exist.

SECTION VI VALIDITY

The invalidity of a word, section, clause, paragraph, sentence, or part of provision of this local law shall not affect the validity of any other part of this local law that can be given effect without such invalid part or parts.

SECTION VII SUSPENSION OF OTHER LAWS

All state statutes and local ordinances or laws in conflict with the provisions of this local law are hereby superseded and suspended during the effective period of this local law as necessary to give this local law full force and effect during its effective period.

SECTION VIII EFFECTIVE DATE

This law shall take effect immediately as provided by the law, upon filing with the Secretary of State and shall remain in force and effect through October 11, 2021 [for a period of 6 months from its effective date, until July 11, 2021].

Resolution No _____ of 2020, a resolution adopting a local law extending the moratorium on Ground Mounted Solar Arrays within Clifton Park

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, by Local Law No. 2 of 2021, the Town Board established a six-month moratorium on the processing of further applications for Ground Mounted Solar facilities in the R-1, R-3, CR, HR, and HM zones, and

WHEREAS, on July 6, 2021, the Town Board held a Public Hearing on a proposal to extend the existing moratorium and additional 90 days for such facilities under existing and anticipated hosting capacity of regional utilities consistent with the best interests of the community consistent with current New York State policy, procedures and economic incentives; now therefore, be it

RESOLVED, that pursuant to Municipal Home Rule Law §10, the Town Board hereby adopts Local Law No ____ of 2021 to extend the moratorium until October 11, 2021, and be it further

RESOLVED, that The Town Clerk is directed to file same with the Office of the Secretary of State and to provide appropriate notice of same, and that the Local Law be posted prominently on Cliftonpark.org.

Resolution No. of 2021, a resolution approving an Agreement with MJ Engineering and Land Surveying, P.C. for engineering services required for engineering and design services for “shovel ready” upgrades to infrastructure in certain sewer districts, and

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, the Collection Systems Manager, Michael O’Brien, has identified several sewer infrastructure projects for preventative maintenance and rehabilitation, and

WHEREAS, the Supervisor has directed the Sewer Department to be in a position to apply for, and efficiently administer state or federal funding for infrastructure projects that have been identified and designed under funding criteria, and

WHEREAS, Mr. O’Brien has recommended that MJ Engineering be retained, at a cost not to exceed \$79,500.00, to provide engineering and design services in support of developing plans and specifications for making the sites “shovel ready”, as well as advertising and review of responses to a Request for Bids; now therefore, be it

RESOLVED, the Supervisor is authorized to execute the attached Agreement for engineering and design services associated with the project, to be paid no more than \$79,500.00 from the accounts as listed on the attached Schedule A.

Schedule A

Shovel Ready Sewer Infrastructure Engineering

Transfer \$	From Account	To Account	Amount Payable
\$24,500	G7-08111-00200 (CPSD #1 - Sewer Contractual - Equipment)	G7-08111-00135 (CPSD#1 - Sewer Contractual - Engineering)	\$34,500
\$16,000	G11-08111-00200 (CPSD #2 - Sewer Contractual - Equipment)	G11-08111-00135 (CPSD #2 - Sewer Contractual - Engineering)	\$16,000
\$14,000	G5-08111-00200 (Dutch Meadows Sewer District #1 - Sewer Contractual - Equipment)	G5-08111-00135(Dutch Meadows Sewer District #1 – Sewer Contractual – Engineering)	\$23,100
\$9,100	Assigned Fund Balance (G5-00915)	G5-08111-00135(Dutch Meadows Sewer District #1 – Sewer Contractual – Engineering)	
\$5,900	Assigned Fund Balance G4-00915	G4-08111-00135 (Woodland Hills Sewer District #1 - Sewer Contract. - Engineer)	\$5,900

TOTAL PAID Not to Exceed

\$79,500



June 16, 2021

Mr. Michael O'Brien, CSM
Town of Clifton Park Sewer Department
1 Town Hall Plaza
Clifton Park, NY 12065

Re: Proposal for Engineering Services
2021-22 Sewer Improvements
MJ Proposal No. 2021420

Dear Mr. O'Brien:

M.J. Engineering and Land Surveying, P.C. (MJ) is pleased to provide the Town of Clifton Park (Town) this proposal for engineering services associated with various sewer system improvements for the Town's existing sewer districts (#1, #2, Dutch Meadows, and Woodland Hills).

PROJECT UNDERSTANDING

As discussed with the Town during a meeting on March 20, 2021, and subsequent discussions, the areas of the existing collection system to be reviewed and rehabilitated/replacement include the following:

Clifton Park Sewer District #1

- Replacement of existing sewer in the following locations:
 - Barney Road – MH67 to MH81 – approximately 2,500 linear feet
 - Brookwood Drive/Valencia Lane – MH136 to MH181A – approximately 1,900 linear feet
 - Grooms Road – MH128 to MH183 – approximately 550 linear feet
- Rehabilitation via cured-in-place pipe (CIPP) lining of the existing sewer in the following locations:
 - Danbury Drive to Village Place easement – approximately 400 linear feet
- New rails and bases for the pumps at the Green Meadow Drive Pump Station

Clifton Park Sewer District #2

- Replacement of existing sewer in the following locations:
 - Merrall Drive – McIntosh Lane to Huntridge – approximately 1,500 linear feet
 - Mystic Lane – approximately 1,000 linear feet

Dutch Meadows Sewer District

- Replacement of existing sewer in the following locations:
 - Guilder Place (Dutch Meadows) – DM19-DM55 – approximately 2,000 linear feet
- New rails and controls for three (3) pump stations in the sewer district

Woodland Hills Sewer District

- Rehabilitation via cured-in-place pipe (CIPP) lining of the existing sewer in the following locations:
 - Trice Drive to Wheeler Drive Easement – approximately 450 linear feet
- Manhole bench rehabilitation



SCOPE OF SERVICES

To successfully complete this project with the Town, MJ offers the following scope of services:

Task 1 – Topographic Survey and Mapping

A detailed topographic survey will be prepared for the sewer replacement areas as follows:

- Establish a horizontal and vertical control network by static GPS methods. The horizontal datum will be referenced to the New York State Plane Coordinate System East Zone (NAD83) and the vertical datum will be referenced to the North American Vertical Datum of 1988 (NAVD88). A vertical benchmark will be established by differential leveling and all control will be shown on the site base mapping.
- The topographic survey data will be obtained through conventional survey. Sufficient data will be collected to prepare mapping with one-foot contours. Existing structures (i.e., houses), utility poles, service laterals, manhole covers, house addresses, and trees (12" in diameter or larger) within the proposed work corridors will be located and recorded using information included in the Town's GIS files.
- County/Town rights-of-way, property boundaries and/or existing Town utility easements will be shown on the basemapping, as defined by the GIS files, tax maps and/or record maps provided by the Town and/or State. Right-of-way, tax parcel, and utility easement boundaries will be correlated to any property monumentation recovered during a field survey, and/or surveyed features that correspond to record mapping.
- Place a utility one call to identify utility owners in the area and request existing record plans and mark outs. MJ will review any existing utility records in possession of the Town.
- Locate all physical features within the project corridor including, but not limited to curbing, sidewalks, utility poles, culverts, manholes, streetlights, curb cuts, driveways and catch basins.
- Existing sanitary sewer, storm sewers, water mains, and appurtenances will have rim and invert data determined from the field survey and shown on the plans. The above information will be referenced to record mapping and GIS information obtained from the Town and will be shown, as necessary.
- Existing electric, gas, and telephone conduits and structures will be shown on the mapping based on record information.
- Prepare a digital AutoCAD file at a scale of 1" = 20' with one-foot contour intervals utilizing the data collected. Both hard copy and digital files (pdf) of the prepared survey will be provided to the Town.

Task 2 – Design Services

MJ will prepare contract documents, including construction drawings using AutoCAD Civil 3D 2018, technical specifications in accordance with the 49 divisions published by Construction Specifications Institute (CSI). Design documents will conform to applicable State, county, and local laws and codes for construction and bidding, including the Recommended Standards for Wastewater Facilities (2014).

MJ will complete the following items for detailed design:

- Conduct a site walkthrough with the Town to review each sewer improvement area and pump station.
- Review and identify site features, as needed to develop design plans for bidding purposes.
- Collect and review available existing information, including available record mapping of the existing sewer collection system.
- Coordinate with pump station manufacturer for replacement of rails, bases, and controls upgrades.



- Prepare contract documents, inclusive of the Town's "form of contract" requirements, General and Supplemental Conditions, adapted for this project. The bid and contract documents will include information required for the contractors to bid, procure and install all components of the project.
- Submit 95% contract documents and associated cost estimates to the Town for review and comment. MJ will attend a review meeting with the Town following submission of the 95% documents.
- Address comments provided by the Town at the review meeting and involved agencies and submit revised documents to the Town for final review and approval prior to bid. **It should be noted that the bid and construction schedule for the proposed improvements has not yet been determined by the Town, as such, the final bid package(s) will be set up at a later date.**

Task 3 – Permits and Approvals

Based on the proposed scope of work and the defined project limits, the following permits and approvals are anticipated to be required.

- New York State Department of Environmental Conservation (NYSDEC) – It is anticipated that the proposed project will disturb greater than 1 acre. As a result, a Stormwater Pollution Prevention Plan (SWPPP) will also be required to address erosion and sediment control. MJ will prepare a SWPPP following the NYSDEC's Phase II Stormwater Regulations, State Pollutant Discharge Elimination System (SPDES) General Permit GP-0-20-001 standards. The SWPPP will include the following elements:
 - General discussion of the project's environmental setting.
 - Selection of appropriate erosion and sediment controls.
 - Construction phase monitoring requirements.

A Notice of Intent (NOI) and Notice of Termination (NOT) will also be prepared and submitted to NYSDEC.

- State Environmental Quality Review Act (SEQRA) – This project appears to be Type II for the purposes of SEQRA pursuant to 617.5(c)(1) - maintenance or repair with no substantial changes to existing structure or 617.5(c)(2) replacement, rehab or reconstruction in kind on same site. As such, no further action relative to SEQRA is required.
- Saratoga County Department of Public Works (DPW) – The existing sewer between MH 128 and MH 183 is located on the north side of Grooms Road. Should the existing sewer be located in the existing road right-of-way, the 95% contract documents will be submitted to the County DPW for review and approval prior to bidding. It is assumed that the Contractor(s) will be responsible for obtaining any required highway work permits.

SCHEDULE

MJ is prepared to begin the work identified in this proposal immediately following Notice to Proceed. MJ will perform the outlined tasks as follows:

Topographic Survey and Mapping.....	Completed
95% Design/Regulatory Review Submission	8/27/21
Review Meeting with Town	Week of 9/7/21
Final Documents to the Town	2 weeks after receipt of comments



Additionally, certain aspects of the project are outside of MJ's control (e.g., regulatory review times), which may impact project completion dates.

FEE

MJ proposes to complete the requested services for a lump sum fee as follows:

Clifton Park Sewer District #1

Task 1 – Survey and Mapping	\$3,000
Task 2 – Design Phase Services	\$29,700
<u>Task 3 – Permits and Approvals.....</u>	<u>\$1,800</u>
Clifton Park Sewer District #1 Total Fee	\$34,500

Clifton Park Sewer District #2

Task 1 – Survey and Mapping	\$1,500
Task 2 – Design Phase Services	\$12,700
<u>Task 3 – Permits and Approvals.....</u>	<u>\$1,800</u>
Clifton Park Sewer District #2 Total Fee	\$16,000

Dutch Meadows Sewer District

Task 1 – Survey and Mapping	\$1,500
Task 2 – Design Phase Services	\$19,800
<u>Task 3 – Permits and Approvals.....</u>	<u>\$1,800</u>
Dutch Meadows Sewer District Total Fee	\$23,100

Woodland Hills Sewer District

Task 1 – Survey and Mapping	NA
Task 2 – Design Phase Services	\$5,900
<u>Task 3 – Permits and Approvals.....</u>	<u>NA</u>
Woodland Hills Sewer District Total Fee	\$5,900

TOTAL LUMP SUM FEE **\$79,500**

MJ will invoice a monthly basis based upon a percentage of work completed in that period. The fee assumes there are no significant changes resulting from decisions, conditions and/or events beyond MJ's control.



ASSUMPTIONS AND TASKS NOT INCLUDED IN THIS PROPOSAL

- Existing utility and record mapping will be made available to MJ by the Town.
- Preparation of temporary and/or permanent easements is not included.
- Aerial mapping available through the NYS GIS Clearinghouse will be utilized for the preparation of plans of sewer lining sections and pump station site location maps.
- Subsurface investigation and utility locating is not included.
- Capacity assessment of existing pump stations or sizing/selection of new pumps is not required.
- Payment of any fees, including applications, permits and other reviewing authority will be paid for by the Town.
- Bid and construction phase services are not included. These services can be provided at a later date under a separate proposal based on the Town's anticipated schedule for public bidding / construction of the proposed improvements.

Thank you for the opportunity to submit this proposal and we look forward to working with the Town of Clifton Park on this project. If you have any questions, please feel free to contact Carrie Dooley at (518) 371-0799 or by email at carriedooley@mjels.com.

Sincerely,

Michael D. Panichelli, P.E.
President

Resolution No. of 2021, a resolution approving an Agreement with MJ Engineering and Land Surveying, P.C. for engineering services required for engineering and design services for the installation of emergency standby generators in certain sewer districts, and

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, the Collection Systems Manager, Michael O'Brien, has identified several sewer pump stations that are in need of emergency backup power, and

WHEREAS, the Town anticipates state/federal infrastructure funding to be made available in the future for "shovel ready" projects involving such infrastructure, and

WHEREAS, Mr. O'Brien has recommended that MJ Engineering be hired, at a cost not to exceed \$53,400.00, to provide engineering and design services in support of developing plans and specifications for making the sites "shovel ready", including completions of electrical upgrades, as well as advertising and review of responses to a Request for Bids; now therefore, be it

RESOLVED, the Supervisor is authorized to execute the attached Agreement for engineering and design services associated with the project, to be paid \$9,000 from G7-8111-135 (CPSD#1 – Engineering) and \$44,400 from G11-8111-135 (CPSD#2) for a total amount not to exceed \$53,400.00.



Attached to and made part of Agreement made this _____ day of June, 2021 between the Town of Clifton Park, having its principle office at 1 Town Hall Plaza, in the Town of Clifton Park, NY (Client) and M.J. Engineering and Land Surveying, P.C. with its principle office at 1533 Crescent Road, in the Town of Clifton Park, New York 12065 (Consultant) in respect of the Project described above.

1.0 GENERAL

The Consultant shall perform for the Client professional consulting services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as the Client's professional consulting representative for the Project.

Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken, and all remaining provisions shall continue valid and binding upon the parties. Client and Consultant shall attempt in good faith to replace any invalid or unenforceable provisions of this Agreement with provisions which are valid and enforceable and which come as close as possible to expressing the intention of the original provisions.

2.0 MEANING OF TERMS

As used herein the term "this Agreement" refers to the Proposal Letter or Agreement to which these General Terms and Conditions are attached as if they were part of one and the same document.

3.0 CLIENT'S RESPONSIBILITIES

Client shall:

1. Provide all criteria and full information as to Client's requirements for the Project,
2. Designate a person to act with authority on the Client's behalf in respect to all aspects of the Project,
3. Examine and respond promptly to the Consultant's submissions,
4. Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any defect in the work,
5. Guarantee access to and make all provisions for the Consultant to enter upon public and private property,
6. As appropriate and required by law be responsible for reporting certain significant environmental hazards of contaminated property.

Client acknowledges that if Consultant's professional services involve the use of vehicles or other equipment as part of the Project, some damage to the project site could occur. Client understands that unless specifically stated in the Agreement, and provided Consultant uses reasonable care, correction of such damage is not the responsibility of the Consultant.

4.0 REUSE OF DOCUMENTS

Copies of documents that may be relied upon by Client are limited to printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion



or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

Any reuse or disbursement of documents to third parties without written verification or project-specific adaptation by the Consultant will be at the Client's sole risk and without liability or legal exposure to Consultant or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, Client shall, to the fullest extent by law, defend, indemnify and hold harmless the Consultant from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from such unauthorized reuse or disbursement. If it is necessary to distribute any documents to an unrelated third party, both the third party and Client agree:

1. The third party is bound by all of the conditions and limitations of this Agreement and related documents
2. The third party is bound by all limitations of liability or indemnity provisions; and,
3. The limitation of liability set forth in Section 12 is an aggregate limit and the Client does not have the right or duty to apportion the limitation amount between itself and the third party.

Any verification or project-specific adaptation by Consultant will entitle the Consultant to further compensation at rates to be agreed upon by Client and the Consultant

5.0 OPINIONS OF COST

Since the Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant's opinions of probable Total Project Costs and Construction Cost are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional engineer familiar with the construction industry; but the Consultant cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by the Consultant. If prior to the Bidding or Negotiating Phase the Client wishes greater assurance as to Total Project or Construction Costs, the Client shall employ an independent cost estimator.

6.0 SUCCESSORS AND ASSIGNS

Neither the Client nor the Consultant shall assign, sublet or transfer any rights under or interest in (including, but not without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph



shall prevent the Consultant from employing such independent professional associates and consultants, as the Consultant may deem appropriate to assist in the performance of services hereunder.

Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party.

7.0 ARBITRATION

Should both parties consent to resolve a claim, counterclaim, dispute or other matter arising out of or relating to this Agreement or the breach thereof through arbitration, such matters will be decided in accordance with the Construction Industry Arbitration rules of the American Arbitration Association then pertaining. Any arbitration will be specifically enforceable under the prevailing law of any court having jurisdiction. No arbitration arising out of, or relating to this Agreement may include, by consolidation, joinder or in any other manner, any person who is not a party to this Agreement. No consent or arbitration in respect of a specifically described claim, counterclaim, dispute or other matter in question will constitute consent to arbitrate any other claim, counterclaim, dispute or other matter in question which is not specifically described in such consent. The award rendered by the arbitrators will be final, judgment may be extended upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted.

8.0 PURCHASE ORDERS

In the event the Client issues a purchase order or other instrument related to the Consultant's services, it is understood and agreed that such document is for the Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If the Client does issue a purchase order or other similar instrument, it is understood and agreed that the Consultant shall indicate the purchase order number on the invoices sent to the Client.

9.0 SUBCONSULTANTS

Except as expressly agreed, the Client will directly retain other consultants whose services are required in connection with the project. As a service, the Consultant will advise the Client with respect to selecting other consultants and will assist the Client in coordinating and monitoring the performance of other consultants. In no event will the Consultant assume any liability or responsibility for the work performed by other consultants, or for their failure to perform any work, regardless of whether the Consultant hires them directly or as subconsultants, or only coordinate and monitor their work. When the Consultant does engage a subconsultant on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus ten (10) percent. By engaging the Consultant to perform services, the Client agrees to hold the Consultant, its directors, officers, employees and other agents harmless against any claims, demands, costs, or judgments relating in any way to the performance or non-performance of work by another consultant or subconsultant, except claims for personal injury, death or personal property damage caused by the negligence of the Consultant's employees.



10.0 LIABILITY TO THIRD PARTIES

The Client agrees to be solely responsible for, and to defend, indemnify, and hold the Consultant harmless of any and all claims by third parties arising out of or in any way related to our performance or non-performance of services, except claims for personal injury, death, or personal property damage, to the extent caused by the negligent misconduct of the Consultant's employees.

11.0 INDEMNIFICATION

It is not the intention of this Agreement that the Consultant be exposed to any hazardous waste liability arising out of Site contamination, the activities of others, including the Client, or the services performed by the Consultant. The Client shall indemnify, defend, and save the Consultant, its directors, officers, employees, and agents harmless from any and all claims, demands, suits, judgments expenses, attorney's fees, and losses arising out of or in connection with bodily injury (including death) to persons or damage to property which may arise from (1) the presence, origination or transport of hazardous substances, pollutants or contaminants at, on, to or from the site at which the services are being performed under this Agreement or at, on, from, or to nearby properties, irrespective of whether such materials were generated or introduced before or after execution of this Agreement and irrespective of whether the Client was aware or directly involved in the generation or introduction of such materials or (2) reliance by the Consultant on information provided to the Consultant on the location of underground tanks, or gas, water, oil, electrical or other subterranean structures, or (3) any drilling, excavation, or similar activities undertaken hereunder at the direction of the Consultant.

The Consultant shall under no circumstances be considered the generator of any hazardous substances, pollutants, or contaminants encountered or handled in the performance of the Consultant's services. Without contradiction of any assertion by the Client of third party liability and for the purposes of this Agreement only, it is agreed that any hazardous materials, pollutants or contaminants generated or encountered in the performance of the Consultant's services shall be the responsibility of the site owner and shall be disposed of by the Client in accordance with all applicable laws and regulations.

Neither party shall have the liability for loss of product, loss of profit, loss of use, or any other indirect, incidental, special, or consequential damages incurred by the other party, whether brought as an action for breach of contract, breach of warranty, tort, or strict liability, and irrespective of whether caused or allegedly caused by either party's negligence and the Client agrees to defend, indemnify and hold the Consultant harmless with respect to any such claim.

In relation to hazardous waste for any damage caused by negligence, including errors, omissions, or other acts, or for any damages based on contract, breach of warranty, tort or for any other cause of action, the Consultant's liability including that of its employees, agents, directors, and officers shall not exceed the lesser of (1) \$50,000 or (2) the sum paid the Consultant hereunder for the services rendered.

12.0 LIMITATION OF LIABILITY

The Consultant shall provide the client with a Certificate of Insurance naming the client as Additional Insured. The Certificate shall be renewed and remain in place during the duration of the contract.



Notwithstanding any other provisions of these General Terms and Condition, and unless otherwise subject to a greater limitation, the Consultant's liability to the Client for any loss or damage, including, but not limited to, special and consequential damages, arising out of or in connection with the accompanying Proposal or any related Agreement from any cause, including the Consultant's professional negligent errors and omissions shall not exceed the limits identified on the Certificate, and the Client hereby releases the Consultant from any liability above such amount.

13.0 ABSENCE OF WARRANTY

All services of the Consultant and its independent professional associates, consultants and subcontractors will be performed in a reasonable and prudent manner in accordance with generally accepted engineering practice. All estimates, recommendations, opinions and decisions of the Consultant will be on the basis of the information available to the Consultant and the Consultant's experience, technical qualifications, and professional judgment.

There are no warranties of merchantability or fitness for a particular purpose or any other warranties or guarantees whatsoever, express or implied, with respect to any service performed or materials provided under this Agreement.

14.0 CHANGES OR DELAYS

Unless the accompanying Agreement/Proposal provides otherwise, the proposal fees constitute the Consultant's estimate to perform the services required to complete the Project, as the Consultant understands it to be defined. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. The Consultant will inform the Client of such situations so that negotiation of change in scope and adjustment to the time of performance can be accomplished as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement modified accordingly.

Cost and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities or information, Client's failure to make payment in accordance with its obligations under this contract, or for delays caused by unpredictable occurrences or force majeure, such as fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in this proposal.

15.0 PROVISIONS CONCERNING PAYMENT

Payment is due to the Consultant by Client immediately upon receipt of deliverables to Client. If Client fails to make payments due the Consultant for services, expenses or other charges within thirty (30) days after receipt of the Consultant's statement therefore, the amounts due the Consultant will be increased



at the rate of one (1) percent per month from said thirtieth day, and in addition, the Consultant may, after giving a minimum of seven (7) days written notice to the Client, suspend services under this Agreement until the Consultant has been paid in full all amounts due for services, expenses and charges. Consultant may at its sole discretion also suspend services on any or all other projects being performed by Consultant for Client under any other agreements until Consultant has been paid in full for all amounts due for services, expenses and any other charges. The Client shall be responsible for the reasonable cost of collection.

16.0 TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the Consultant will be paid for all services rendered to the date of termination, all reimbursable expenses and termination expenses.

17.0 STANDARD OF CARE

The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. Consultant will perform any services not meeting this standard, without additional compensation.

18.0 SUBSURFACE INVESTIGATIONS

In soil, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. While the Consultant will make reasonable effort to identify underground conditions, the inherent uncertainties in subsurface elevations, changed, or unanticipated underground conditions may occur that could affect total project cost and or execution. These conditions and cost/execution effects are not the responsibility of Consultant.

19.0 LITIGATION AND ADDITIONAL WORK

In the event the Consultant is to prepare for or appear in any litigation on behalf of the Client or is to make investigations or reports on matters not covered by this Agreement, or is to perform other services not included herein, additional compensation shall be paid the Consultant as is mutually agreed upon.

20.0 INSURANCE

The Consultant will secure and maintain such insurance as will protect him from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the performance of Consultant's services under this Agreement.



The Consultant will secure and maintain professional liability insurance for protection against claims arising out of the performance of professional services under this Agreement caused by errors or omissions for which the Consultant is legally liable.

21.0 PERIOD OF SERVICE

The Consultant shall proceed with the services under this Agreement promptly and will diligently and faithfully prosecute the work to completion in accordance with applicable engineering standards subject to any delays due to strikes, action of the elements, act of any government, civil disturbances or any other cause beyond the reasonable control of the Consultant.

22.0 TIME LIMIT ON CLAIMS

All claims against Consultant, whether grounded in contract tort, or otherwise, shall be brought no later than three (3) years from the date of issuance of the invoice relating to the services giving rise to the claim(s). No claim(s) may be brought unless notice has been given as described below in Section 23.0.

23.0 NOTICE REQUIREMENTS

If Client discovers a defect, fault, error, non-compliance or omission in Consultant's services, it shall give written notice to the Consultant within thirty (30) days. Notice shall include a detailed description of the nature of the defect, fault, error, non-compliance or omission. Client agrees that failure to give such notice shall result in Client's waiver of the claim.

24.0 INSPECTION

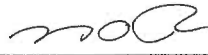
The duly authorized representatives of the Client shall have the right at all times to inspect the work of the Consultant.



IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as memorialized below:

Reference: Agreement for the 2021-22 Sewer Improvements Project

Attachment A: MJ Engineering and Land Surveying, P.C.
Proposal #2021420, dated 06/03/2021

<p>Town of Clifton Park</p> <p>by: _____</p> <p>Date:</p>	<p>M. J. Engineering and Land Surveying, P.C.</p> <p>by:  _____</p> <p>Michael D. Panichelli, P.E.</p> <p>President</p> <p>Date: 6/3/2021</p>
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Resolution No. of 2021, a resolution approving an Agreement with MJ Engineering and Land Surveying, P.C. for engineering services required for engineering and design services for the installation of emergency standby generators in certain sewer districts, and

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, the Collection Systems Manager, Michael O’Brien, has identified several sewer pump stations that are in need of emergency backup power, and

WHEREAS, the Town anticipates state/federal infrastructure funding to be made available in the future for “shovel ready” projects involving such infrastructure, and

WHEREAS, Mr. O’Brien has recommended that MJ Engineering be hired, at a cost not to exceed \$53,400.00, to provide engineering and design services in support of developing plans and specifications for making the sites “shovel ready”, including completions of electrical upgrades, as well as advertising and review of responses to a Request for Bids; now therefore, be it

RESOLVED, the Supervisor is authorized to execute the attached Agreement for engineering and design services associated with the project, to be paid \$9,000 from G7-8111-135 (CPSD#1 – Engineering) and \$44,400 from G11-8111-135 (CPSD#2- Engineering) for a total amount not to exceed \$53,400.00.



June 16, 2021

Mr. Michael O'Brien, CSM
Town of Clifton Park Sewer Department
1 Town Hall Plaza
Clifton Park, NY 12065

Re: Proposal for Engineering Services
Pump Station Standby Generator Installation
MJ Proposal No. 2021363

Dear Mr. O'Brien:

M.J. Engineering and Land Surveying, P.C. (MJ) is pleased to provide the Town of Clifton Park (Town) this proposal for engineering services associated with the installation of emergency standby generators at six (6) of the Town's sanitary sewer pumping stations.

PROJECT UNDERSTANDING

The Town is seeking to install permanent emergency standby generators and complete various electrical upgrades at six (6) of the Town's sanitary sewer pumping stations. As discussed with the Town during a site visit on March 19, 2021, the scope of work for each pumping station will include the following:

Green Meadow Drive Pumping Station (Sewer District #1)

- Provide a permanent natural gas fueled emergency standby generator to enable the pump station to operate during power outages.
- Provide an automatic transfer switch and incorporate into the existing power distribution equipment.
- Provide a manual transfer switch to allow for the use of a portable generator receptacle in the event of permanent standby generator failure.
- Remove existing controls equipment and relocate above grade to the wall of the existing fiberglass enclosure.
- Upgrade existing electrical distribution equipment provide portable generator receptacle. Equipment to be relocated above grade to the wall of the existing fiberglass enclosure.
- Connect critical generator statuses/alarms to existing Mission SCADA panel.
- Provide a new natural gas service to the site to serve the proposed permanent standby generator.

Huntwood Drive Pumping Station (Sewer District #2)

- Provide a permanent natural gas fueled emergency standby generator to enable the pump station to operate during power outages.
- Provide an automatic transfer switch and incorporate into existing the power distribution equipment.
- Provide a manual transfer switch to allow for the use of the existing portable generator receptacle in the event of permanent standby generator failure.
- Connect critical generator statuses/alarms to existing Mission SCADA panel.
- Upgrade deteriorated electrical distribution equipment as determined necessary to properly support the proposed generator and existing pumps.
- Provide a new natural gas service to the site to serve the proposed permanent standby generator.



Compton Road Pumping Station (Sewer District #2)

- Provide a permanent emergency standby generator to enable the pump station to operate during power outages.
- Provide an automatic transfer switch and incorporate into the existing power distribution equipment.
- Provide a manual transfer switch to allow for the use of the existing portable generator receptacle in the event of permanent standby generator failure.
- Connect critical generator statuses/alarms to existing Mission SCADA panel.
- Evaluate costs to provide a new natural gas service to the site to serve the proposed permanent standby generator. Given the length of the access road to this station (approx. 400') and the potential costs associated with providing a new natural gas service, a diesel generator may be selected for this location.
- Provide new natural gas service to the site to serve the proposed permanent standby generator if determined to be cost effective.

Christinamarie Drive Pumping Station (Sewer District #2)

- Provide a permanent emergency standby generator to enable the pump station to operate during power outages.
- Provide an automatic transfer switch and incorporate into the existing power distribution equipment.
- Provide a manual transfer switch to allow for the use of the existing portable generator receptacle in the event of permanent standby generator failure.
- Connect critical generator statuses/alarms to existing Mission SCADA panel.
- Provide a new natural gas service to the site to serve the proposed permanent standby generator.

Boyack Road Pumping Station (Sewer District #2)

- Provide a permanent natural gas fueled emergency standby generator to enable the pump station to operate during power outages.
- Provide an automatic transfer switch and incorporate into the existing power distribution equipment.
- Provide a manual transfer switch to allow for the use of the existing portable generator receptacle in the event of permanent standby generator failure.
- Connect critical generator statuses/alarms to existing Mission SCADA panel.
- Upgrade deteriorated electrical distribution equipment as determined necessary to properly support the proposed generator and existing pumps.
- Provide a new natural gas service to the site to serve the proposed permanent standby generator.

Westchester Drive Pumping Station (Sewer District #2)

- Provide a permanent natural gas fueled emergency standby generator to enable the pump station to operate during power outages.
- Provide an automatic transfer switch and incorporate into the existing power distribution equipment.
- Provide a manual transfer switch to allow for the use of the existing portable generator receptacle in the event of permanent standby generator failure.
- Connect critical generator statuses/alarms to existing Mission SCADA panel.
- Provide a new natural gas service to the site to serve the proposed permanent standby generator.



SCOPE OF SERVICES

To successfully complete this project with the Town, MJ offers the following scope of services:

Task 1 – Design Phase Services

A. Project Kickoff

Following Notice of Award, MJ will attend a Kickoff Meeting with representatives from the Town. The purpose of the meeting will be to:

- Introduce the Project Team.
- Identify project goals, scope and schedule.
- Establish lines of communication.
- Review project schedule and final deliverables.

B. Preliminary Design

- Conduct a site walkthrough with the Town to review the project area.
- Review and identify site features, electrical components, etc. as needed to develop design plans for bidding purposes.
- Develop Gas Service Orders and coordinate with National Grid for new gas services at each site.
- Collect and review available existing information, including available record mapping of the pump station sites.
- Perform limited topographical and boundary survey at each of the six (6) pump station sites to establish right-of-way and easement limits and to identify site constraints that may affect the performance of the work.
- Prepare preliminary design drawings and specifications for review and approval by the Town. Drawing set will include civil, electrical, and mechanical site plans for each pump station.

C. Final Design

- Following Town approval of the preliminary design drawings, MJ will prepare final bid and contract documents, including construction drawings, contract front-end documents, Division 1 specifications, and technical specifications. The bid and contract documents will include information required for the contractors to bid, procure, install, and properly test equipment and components of the project. Design documents will conform to applicable State, County, and Local laws and codes for construction and bidding. It is assumed the work will be bid under a single Electrical Contract.
- Prepare an opinion of probable construction costs based on the final documents prior to project bidding to ensure conformance with the project budget.
- Regulatory Approvals: Beyond the coordination necessary with Natural Grid for the Gas Service Orders, it is not anticipated that regulatory review and approval will be required for this project.

Task 2 – Bid Phase Services

- Provide complete contract documents to the Town in digital (PDF) format.
- Assist the Town with the bid process by preparing instructions to bidders and bid advertisement to be published in the Town's official newspaper, in accordance with General Municipal Law.



- Notify potential bidders of advertisement publication and provide electronic contract documents (plans and specifications) to prospective bidders and contractor clearinghouses.
- Respond to prospective bidder's questions and prepare addenda to the contract documents, as required, to clarify bidder questions.
- Tabulate and evaluate the bids, review professional and financial references of low bidders and prepare a recommendation letter to the Town for contract award.

Task 3 – Contract Administration Services

- Prepare and issue Notice of Award to the awarded contractor. Compile and review the successful bidder's contractual submittals, including bonds, insurance and agreement and forward to the Town for execution.
- Coordinate, schedule and attend a pre-construction conference, and prepare and distribute meeting minutes to attending parties.
- Review and process construction shop drawings and specifications submitted by contractor for compliance with the design concept.
- Respond to construction-related questions raised by the contractor.
- Progress minor design revisions, as required, to adjust the proposed construction to site-specific conditions. Major design changes, due to unforeseen conditions, are not included.
- Review and certify the contractor's monthly and final payment applications. Payment applications will be prepared and submitted to the Town as needed.
- Conduct up to four (4) progress meetings at the site to assure schedule conformance. Prepare and distribute meeting minutes as needed.
- Receive, review, and prepare change orders as required. Provide the Town with recommendations on the validity of the change orders.
- Conduct a final on-site project review, issue punch list, Notice of Substantial Completion, and Notice of Final Completion.
- Compile equipment operation and maintenance manuals, start-up reports, warranty information, shop drawings and record plans as provided and developed by the Contractor(s), into a single final document package for delivery to the Town.

Task 4 – Construction Observation Services

MJ will provide full-time and/or part-time construction observation during critical phases of construction, such as during subbase preparation, concrete pad/generator placement, electrical tie-ins, gas piping installation, and generator start-up and testing. The level of construction observation required will be discussed and agreed upon with the Town following review of the Contractor's construction schedule.

As part of our construction observation services, MJ will perform the following tasks:

- Verify that the construction work observed is in conformance with the contract documents.
- Perform a detailed inspection of materials and items of work required by the contract documents to support the Contractor's payment request.
- Coordinate the Contractor's construction activities with the Town.
- Inform the Town, in writing, of operations and procedures that may lead to a delay in the construction.
- Maintain a construction observation log describing progress and special problems encountered and other pertinent information relative to the project. Any meetings conducted will also be documented.



- Inspect manufactured and shop-fabricated materials to ensure conformance with approved shop drawings.
- Supervise any on-site testing and maintain a log and file of tests and related reports.
- Maintain a set of record documents based upon redline mark-ups provided by the contractor.

SCHEDULE

MJ is prepared to begin the work identified in this proposal within 2 weeks of Notice to Proceed. MJ will perform the outlined tasks as follows:

Task 1 – Design Phase Services	May 2021 – July 2021
Task 2 – Bid Phase Services	TBD
Task 3 – Construction Administration Services.....	TBD
Task 4 – Construction Observation Services	TBD

Projected dates for Tasks 2 - 4 are dependent upon the Town's authorization to proceed beyond Task 1. Additionally, certain aspects of the project are outside of MJ's control (e.g., equipment lead times, etc.), which may impact project completion dates.

FEE

MJ proposes to complete the requested services for a lump sum fee as follows:

Clifton Park Sewer District #1

Task 1 – Design Phase Services	\$ 6,500
Task 2 – Bid Phase Services	\$ 400
<u>Task 3 – Construction Administration Services.....</u>	<u>\$ 2,100</u>

Clifton Park Sewer District #1 Total Fee \$ 9,000

Clifton Park Sewer District #2

Task 1 – Design Phase Services	\$ 32,000
Task 2 – Bid Phase Services	\$ 1,800
<u>Task 3 – Construction Administration Services.....</u>	<u>\$ 10,600</u>

Clifton Park Sewer District #2 Total Fee \$ 44,400

TOTAL LUMP SUM FEE \$53,400

Clifton Park Sewer Districts #1 and #2

Task 4 – Construction Observation Services	\$95/hour*
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** The total number of hours to be provided for construction observation will be discussed with the Town prior to the start of construction based on the contractor's schedule.*

MJ will invoice a monthly basis based upon a percentage of work completed in that period. The fee assumes there are no significant changes resulting from decisions, conditions and/or events beyond MJ's control.



ASSUMPTIONS AND TASKS NOT INCLUDED IN THIS PROPOSAL

- Existing utility and record mapping will be made available to MJ by the Town.
- As-built information to be provided by the contractor.
- Payment of any fees, including applications, permits and other reviewing authority will be paid for by the Town.
- Design and installation of site landscaping will be the responsibility of the Town.
- Electrical arc-flash studies are not included but may be completed as a separate service upon request.
- It is assumed that the work will be bid under a single construction contract.

Thank you for the opportunity to submit this proposal and we look forward to working with the Town of Clifton Park on this project. If you have any questions, please feel free to contact Pete Holland at (518) 371-0799 or by email at pholland@mjels.com.

Sincerely,

Michael D. Panichelli, P.E.
President



Attached to and made part of Agreement made this _____ day of June, 2021 between the Town of Clifton Park, having its principle office at 1 Town Hall Plaza, in the Town of Clifton Park, NY (Client) and M.J. Engineering and Land Surveying, P.C. with its principle office at 1533 Crescent Road, in the Town of Clifton Park, New York 12065 (Consultant) in respect of the Project described above.

1.0 GENERAL

The Consultant shall perform for the Client professional consulting services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as the Client's professional consulting representative for the Project.

Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken, and all remaining provisions shall continue valid and binding upon the parties. Client and Consultant shall attempt in good faith to replace any invalid or unenforceable provisions of this Agreement with provisions which are valid and enforceable and which come as close as possible to expressing the intention of the original provisions.

2.0 MEANING OF TERMS

As used herein the term "this Agreement" refers to the Proposal Letter or Agreement to which these General Terms and Conditions are attached as if they were part of one and the same document.

3.0 CLIENT'S RESPONSIBILITIES

Client shall:

1. Provide all criteria and full information as to Client's requirements for the Project,
2. Designate a person to act with authority on the Client's behalf in respect to all aspects of the Project,
3. Examine and respond promptly to the Consultant's submissions,
4. Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any defect in the work,
5. Guarantee access to and make all provisions for the Consultant to enter upon public and private property,
6. As appropriate and required by law be responsible for reporting certain significant environmental hazards of contaminated property.

Client acknowledges that if Consultant's professional services involve the use of vehicles or other equipment as part of the Project, some damage to the project site could occur. Client understands that unless specifically stated in the Agreement, and provided Consultant uses reasonable care, correction of such damage is not the responsibility of the Consultant.

4.0 REUSE OF DOCUMENTS

Copies of documents that may be relied upon by Client are limited to printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion



or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

Any reuse or disbursement of documents to third parties without written verification or project-specific adaptation by the Consultant will be at the Client's sole risk and without liability or legal exposure to Consultant or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, Client shall, to the fullest extent by law, defend, indemnify and hold harmless the Consultant from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from such unauthorized reuse or disbursement. If it is necessary to distribute any documents to an unrelated third party, both the third party and Client agree:

1. The third party is bound by all of the conditions and limitations of this Agreement and related documents
2. The third party is bound by all limitations of liability or indemnity provisions; and,
3. The limitation of liability set forth in Section 12 is an aggregate limit and the Client does not have the right or duty to apportion the limitation amount between itself and the third party.

Any verification or project-specific adaptation by Consultant will entitle the Consultant to further compensation at rates to be agreed upon by Client and the Consultant

5.0 OPINIONS OF COST

Since the Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant's opinions of probable Total Project Costs and Construction Cost are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional engineer familiar with the construction industry; but the Consultant cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by the Consultant. If prior to the Bidding or Negotiating Phase the Client wishes greater assurance as to Total Project or Construction Costs, the Client shall employ an independent cost estimator.

6.0 SUCCESSORS AND ASSIGNS

Neither the Client nor the Consultant shall assign, sublet or transfer any rights under or interest in (including, but not without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph



shall prevent the Consultant from employing such independent professional associates and consultants, as the Consultant may deem appropriate to assist in the performance of services hereunder.

Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party.

7.0 ARBITRATION

Should both parties consent to resolve a claim, counterclaim, dispute or other matter arising out of or relating to this Agreement or the breach thereof through arbitration, such matters will be decided in accordance with the Construction Industry Arbitration rules of the American Arbitration Association then pertaining. Any arbitration will be specifically enforceable under the prevailing law of any court having jurisdiction. No arbitration arising out of, or relating to this Agreement may include, by consolidation, joinder or in any other manner, any person who is not a party to this Agreement. No consent or arbitration in respect of a specifically described claim, counterclaim, dispute or other matter in question will constitute consent to arbitrate any other claim, counterclaim, dispute or other matter in question which is not specifically described in such consent. The award rendered by the arbitrators will be final, judgment may be extended upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted.

8.0 PURCHASE ORDERS

In the event the Client issues a purchase order or other instrument related to the Consultant's services, it is understood and agreed that such document is for the Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If the Client does issue a purchase order or other similar instrument, it is understood and agreed that the Consultant shall indicate the purchase order number on the invoices sent to the Client.

9.0 SUBCONSULTANTS

Except as expressly agreed, the Client will directly retain other consultants whose services are required in connection with the project. As a service, the Consultant will advise the Client with respect to selecting other consultants and will assist the Client in coordinating and monitoring the performance of other consultants. In no event will the Consultant assume any liability or responsibility for the work performed by other consultants, or for their failure to perform any work, regardless of whether the Consultant hires them directly or as subconsultants, or only coordinate and monitor their work. When the Consultant does engage a subconsultant on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus ten (10) percent. By engaging the Consultant to perform services, the Client agrees to hold the Consultant, its directors, officers, employees and other agents harmless against any claims, demands, costs, or judgments relating in any way to the performance or non-performance of work by another consultant or subconsultant, except claims for personal injury, death or personal property damage caused by the negligence of the Consultant's employees.



10.0 LIABILITY TO THIRD PARTIES

The Client agrees to be solely responsible for, and to defend, indemnify, and hold the Consultant harmless of any and all claims by third parties arising out of or in any way related to our performance or non-performance of services, except claims for personal injury, death, or personal property damage, to the extent caused by the negligent misconduct of the Consultant's employees.

11.0 INDEMNIFICATION

It is not the intention of this Agreement that the Consultant be exposed to any hazardous waste liability arising out of Site contamination, the activities of others, including the Client, or the services performed by the Consultant. The Client shall indemnify, defend, and save the Consultant, its directors, officers, employees, and agents harmless from any and all claims, demands, suits, judgments expenses, attorney's fees, and losses arising out of or in connection with bodily injury (including death) to persons or damage to property which may arise from (1) the presence, origination or transport of hazardous substances, pollutants or contaminants at, on, to or from the site at which the services are being performed under this Agreement or at, on, from, or to nearby properties, irrespective of whether such materials were generated or introduced before or after execution of this Agreement and irrespective of whether the Client was aware or directly involved in the generation or introduction of such materials or (2) reliance by the Consultant on information provided to the Consultant on the location of underground tanks, or gas, water, oil, electrical or other subterranean structures, or (3) any drilling, excavation, or similar activities undertaken hereunder at the direction of the Consultant.

The Consultant shall under no circumstances be considered the generator of any hazardous substances, pollutants, or contaminants encountered or handled in the performance of the Consultant's services. Without contradiction of any assertion by the Client of third party liability and for the purposes of this Agreement only, it is agreed that any hazardous materials, pollutants or contaminants generated or encountered in the performance of the Consultant's services shall be the responsibility of the site owner and shall be disposed of by the Client in accordance with all applicable laws and regulations.

Neither party shall have the liability for loss of product, loss of profit, loss of use, or any other indirect, incidental, special, or consequential damages incurred by the other party, whether brought as an action for breach of contract, breach of warranty, tort, or strict liability, and irrespective of whether caused or allegedly caused by either party's negligence and the Client agrees to defend, indemnify and hold the Consultant harmless with respect to any such claim.

In relation to hazardous waste for any damage caused by negligence, including errors, omissions, or other acts, or for any damages based on contract, breach of warranty, tort or for any other cause of action, the Consultant's liability including that of its employees, agents, directors, and officers shall not exceed the lesser of (1) \$50,000 or (2) the sum paid the Consultant hereunder for the services rendered.

12.0 LIMITATION OF LIABILITY

The Consultant shall provide the client with a Certificate of Insurance naming the client as Additional Insured. The Certificate shall be renewed and remain in place during the duration of the contract.



Notwithstanding any other provisions of these General Terms and Condition, and unless otherwise subject to a greater limitation, the Consultant's liability to the Client for any loss or damage, including, but not limited to, special and consequential damages, arising out of or in connection with the accompanying Proposal or any related Agreement from any cause, including the Consultant's professional negligent errors and omissions shall not exceed the limits identified on the Certificate, and the Client hereby releases the Consultant from any liability above such amount.

13.0 ABSENCE OF WARRANTY

All services of the Consultant and its independent professional associates, consultants and subcontractors will be performed in a reasonable and prudent manner in accordance with generally accepted engineering practice. All estimates, recommendations, opinions and decisions of the Consultant will be on the basis of the information available to the Consultant and the Consultant's experience, technical qualifications, and professional judgment.

There are no warranties of merchantability or fitness for a particular purpose or any other warranties or guarantees whatsoever, express or implied, with respect to any service performed or materials provided under this Agreement.

14.0 CHANGES OR DELAYS

Unless the accompanying Agreement/Proposal provides otherwise, the proposal fees constitute the Consultant's estimate to perform the services required to complete the Project, as the Consultant understands it to be defined. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. The Consultant will inform the Client of such situations so that negotiation of change in scope and adjustment to the time of performance can be accomplished as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement modified accordingly.

Cost and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities or information, Client's failure to make payment in accordance with its obligations under this contract, or for delays caused by unpredictable occurrences or force majeure, such as fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in this proposal.

15.0 PROVISIONS CONCERNING PAYMENT

Payment is due to the Consultant by Client immediately upon receipt of deliverables to Client. If Client fails to make payments due the Consultant for services, expenses or other charges within thirty (30) days after receipt of the Consultant's statement therefore, the amounts due the Consultant will be increased



at the rate of one (1) percent per month from said thirtieth day, and in addition, the Consultant may, after giving a minimum of seven (7) days written notice to the Client, suspend services under this Agreement until the Consultant has been paid in full all amounts due for services, expenses and charges. Consultant may at its sole discretion also suspend services on any or all other projects being performed by Consultant for Client under any other agreements until Consultant has been paid in full for all amounts due for services, expenses and any other charges. The Client shall be responsible for the reasonable cost of collection.

16.0 TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the Consultant will be paid for all services rendered to the date of termination, all reimbursable expenses and termination expenses.

17.0 STANDARD OF CARE

The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. Consultant will perform any services not meeting this standard, without additional compensation.

18.0 SUBSURFACE INVESTIGATIONS

In soil, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. While the Consultant will make reasonable effort to identify underground conditions, the inherent uncertainties in subsurface elevations, changed, or unanticipated underground conditions may occur that could affect total project cost and or execution. These conditions and cost/execution effects are not the responsibility of Consultant.

19.0 LITIGATION AND ADDITIONAL WORK

In the event the Consultant is to prepare for or appear in any litigation on behalf of the Client or is to make investigations or reports on matters not covered by this Agreement, or is to perform other services not included herein, additional compensation shall be paid the Consultant as is mutually agreed upon.

20.0 INSURANCE

The Consultant will secure and maintain such insurance as will protect him from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the performance of Consultant's services under this Agreement.



The Consultant will secure and maintain professional liability insurance for protection against claims arising out of the performance of professional services under this Agreement caused by errors or omissions for which the Consultant is legally liable.

21.0 PERIOD OF SERVICE

The Consultant shall proceed with the services under this Agreement promptly and will diligently and faithfully prosecute the work to completion in accordance with applicable engineering standards subject to any delays due to strikes, action of the elements, act of any government, civil disturbances or any other cause beyond the reasonable control of the Consultant.

22.0 TIME LIMIT ON CLAIMS

All claims against Consultant, whether grounded in contract tort, or otherwise, shall be brought no later than three (3) years from the date of issuance of the invoice relating to the services giving rise to the claim(s). No claim(s) may be brought unless notice has been given as described below in Section 23.0.

23.0 NOTICE REQUIREMENTS

If Client discovers a defect, fault, error, non-compliance or omission in Consultant's services, it shall give written notice to the Consultant within thirty (30) days. Notice shall include a detailed description of the nature of the defect, fault, error, non-compliance or omission. Client agrees that failure to give such notice shall result in Client's waiver of the claim.

24.0 INSPECTION

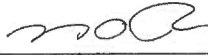
The duly authorized representatives of the Client shall have the right at all times to inspect the work of the Consultant.



IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as memorialized below:

Reference: Agreement for the 2021-22 Sewer Improvements Project

Attachment A: MJ Engineering and Land Surveying, P.C.
Proposal #2021420, dated 06/03/2021

<p>Town of Clifton Park</p> <p>by: _____</p> <p>Date:</p>	<p>M. J. Engineering and Land Surveying, P.C.</p> <p>by: <u></u></p> <p>Michael D. Panichelli, P.E.</p> <p>President</p> <p>Date: 6/3/2021</p>
---	---

Resolution No. _____ of 2021, a resolution authorizing a change order to reduce the original contract for the Sewer Main Repairs – Oakwood Boulevard Project with Carver Construction resulting in a savings of \$50,076.16.

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, by Resolution No. -- of 2021, the Town Board authorized Carver Construction for sewer repairs in Clifton Park Sewer District #2, and

WHEREAS, the Highway Superintendent, Dahn Bull, has authorized paving of the project site under the current Highway Department paving contract with a transfer of funds from the Sewer Department to offset costs of the paving, resulting in a reduction of the contract with Carver Construction of \$50,076.16, and

WHEREAS, Collections Systems Manager, Michael O'Brien has submitted a request to approve final payment and closeout the current contract with Carver Construction for the project; now therefore, be it

RESOLVED, that a change order decreasing the contract price for Oakwood Blvd Sanitary Sewer Rehabilitation project in Clifton Park Sewer District #2 is approved; and be it further

RESOLVED, that the Comptroller is authorized to pay for the paving from G11-8111-200 (Equipment Fund) in an amount not to exceed \$50,000.



Engineering and
Land Surveying, P.C.

1533 Crescent Road
Clifton Park, NY 12065
Phone: 518.371.0799
mjelspc@mjels.com
mjels.com

May 21, 2021

Michael O'Brien, Collection System Manager
Town of Clifton Park
1 Town Hall
Clifton Park, N.Y. 12065

Re: Oakwood Boulevard Sanitary Sewer Rehabilitation
Contract Closeout
MJ Project No. 965.11

Dear Mr. O'Brien:

Attached for your review and approval is Change Order No. 1_Final. This is a final deduct Change Order to account for unused quantities and allowance funds in the amount of \$50,076.16. The final Contract amount after incorporating this Change Order is \$188,068.84. If all is in order, please have the supervisor sign the Change Order where indicated and return one (1) executed copy to the Contractor.

Also attached for your review and approval is Application for Payment No. 1_Final from Carver Construction, Inc. Carver is requesting payment in the amount of \$188,068.84 for all costs associated with the Oakwood Boulevard Sanitary Sewer Rehabilitation project. All work has been completed in a satisfactory manner and in accordance with the Contract Documents. We therefore recommend payment for the requested amount of \$188,068.84. If all appears in order, please have the supervisor approve at the next Board meeting. To accompany the attached final Application for Payment, we have included Carvers Construction's Certified Payrolls and closeout documents of which the closeout documents include a Consent of Surety to Final Payment, Affidavit of Release of Liens, and Affidavit of Payment of Debts and Claims. Certified Payrolls and Affidavits of Release of Liens are also provided for all subcontractors utilized for the project.

If you have any questions, or need additional information, please feel free to contact me at wlippmann@mjels.com or 518-371-0799.

Sincerely,

Walter F. Lippmann, P.E.
Project Manager

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

TO: Town of Clifton Park
 One Town Hall Plaza
 Clifton Park, NY 12065

PROJECT:

APPLICATION NO.: _____
PERIOD TO: 4/20/2021

APPLICATION DATE: 4/20/2021

PAGE 1
 OF 2

FROM: Carver Construction, Inc.
 494 Western Turnpike
 Altamont, NY 12009

ENGINEER: MJ Engineering and Land Surveying
 1533 Crescent Road
 Clifton Park, NY 12065

CCI PROJECT NO.: 0121-004
CONTRACT DATE: 2/10/2021
INVOICE NO.: 1

APPLICATION FOR PAYMENT

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

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

1. ORIGINAL (SUB)CONTRACT SUM 238,145.00

2. Net change by Change Orders (50,076.16)

3. CONTRACT SUM TO DATE 188,068.84
 (Line 1 + 2)

4. TOTAL COMPLETED AND STORED TO DATE 188,068.84
 (Column G on Continuation Sheet)

5. RETAINAGE

a. 0.0% of Completed Work -
 (Columns D + E on Continuation Sheet)

b. 0.0% of Stored Material -
 (Column F on Continuation Sheet)

6. TOTAL EARNED LESS RETAINAGE 188,068.84
 (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT -
 (Line 6 from prior Certificate)

8. PAYMENT DUE FOR CURRENT PERIOD 0.00
 (Line 6 minus Line 7)

9. BALANCE TO FINISH, INCLUDING RETAINAGE -
 (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total approved in prior months		
Total approved this month		
Totals	-	-
Net changes by Change Order		

CONTRACTOR *Mill Daya*

By: _____

Date: MAY 26, 2021

State of: New York County of: Schenectady

Subscribed and sworn to before me this 26th day of May 2021

Notary Public:
 Sybil R. Lindstead
 NOTARY PUBLIC, STATE OF NEW YORK
 Registration No. 0116188308
 Qualified in Schoharie County
 June 9, 2024

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED 188,068.84

By: *[Signature]* Date: 6/1/21

CONTINUATION SHEET

AIA DOCUMENT G703

APPLICATION NUMBER:
APPLICATION DATE:

0
4/20/2021

PERIOD TO:
PROJECT NO.:

4/20/2021
0121-004

PAGE: 2
OF: 2

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIAL NOW STORED (NOT IN D O R E)	G TOTAL COMPLETE & STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE 5%
			FROM PREVIOUS PAY APPL. (D + E)	% (G / C)					
1	MOBILIZATION	13000.00	0.00	0.00	13000.00		13000.00	100%	0.00
2	TEST PITS	3220.00	0.00	0.00	2415.00		2415.00	75%	805.00
3	8" SANITARY SEWER CLEANING & CCTV	1750.00	0.00	0.00	2122.00		2122.00	121%	(372.00)
4	HEAVY CLEANING 8" SANITARY SEWER MAIN	2625.00	0.00	0.00	0.00		0.00	0%	2,625.00
5	8" ACP SANITARY SEWER MAIN REMOVAL	1875.00	0.00	0.00	550.00		550.00	29%	1,325.00
6	8" NEW SANITARY SEWER MAIN GRAVITY	73960.00	0.00	0.00	73702.00		73702.00	100%	258.00
7	4" SANITARY SEWER LATERAL RECONNECTION	18000.00	0.00	0.00	26640.00		26640.00	148%	(8,640.00)
8	NEW SANITARY SEWER MANHOLE INSTALLATION	24375.00	0.00	0.00	24774.75		24774.75	102%	(399.75)
9	SANITARY SEWER MANHOLE REHABILITATION	6900.00	0.00	0.00	6900.00		6900.00	100%	0.00
10	ABONDONMENT OF SANITARY SEWER MAIN	5600.00	0.00	0.00	5700.45		5700.45	102%	(100.45)
11	ABONDONMENT OF SANITARY SEWER MANHOLES	3500.00	0.00	0.00	3500.00		3500.00	100%	0.00
12	ASPHALT RESTORATION	39000.00	0.00	0.00	0.00		0.00	0%	39,000.00
13	SUBBASE	9000.00	0.00	0.00	21574.50		21574.50	240%	(12,574.50)
14	THIRD PARTY ASBESTOS PROJECT MONITORING	5250.00	0.00	0.00	0.00		0.00	0%	5,250.00
15	CONNECTION TO EXISTING STRUCTURES	5090.00	0.00	0.00	5090.00		5090.00	100%	0.00
16	ALLOWANCE NO. 1	25000.00	0.00	0.00	2100.14		2100.14	8%	22,899.86
17							0.00	0%	0.00
18							0.00	0%	0.00
19							0.00	0%	0.00
20							0.00	0%	0.00
21							0.00	0%	0.00
22							0.00	0%	0.00
23							0.00	0%	0.00
24							0.00	0%	0.00
25							0.00	0%	0.00
26							0.00	0%	0.00
27							0.00	0%	0.00
28							0.00	0%	0.00
29							0.00	0%	0.00
30							0.00	0%	0.00
31							0.00	0%	0.00
32							0.00	0%	0.00
33							0.00	0%	0.00
34							0.00	0%	0.00
35							0.00	0%	0.00
36							0.00	0%	0.00
TOTALS THIS PAGE ONLY		238145.00	0.00	0.00	188068.84	0.00	188068.84	79%	50,076.16
TOTAL ALL PAGES INCLUDING CO'S		238145.00	0.00	0.00	188068.84	0.00	188068.84	79%	50,076.16

MAIL TO:



TOWN OF CLIFTON PARK
ONE TOWN HALL PLAZA
CLIFTON PARK, NEW YORK 12065
(518) 371-6651 VOUCHER

P.O. No. must be included for payment.

TAX EXEMPT MUNICIPALITY FED I.D. #14-8002129

CLAIMANT'S NAME AND ADDRESS

Form containing claimant information: CARVER CONSTRUCTION INC., Name 14-1716470, Federal ID or Social Security Number 494 WESTERN TURNPIKE, Street ALTAMONT, NEW YORK 12009, City & State, Zip

COMPTROLLER USE ONLY

Form for comptroller use: DATE, CHECK NUMBER, FUND, APPROVED BY, VOUCHER NO.

Table with 4 columns: Dates, Invoice, Description of Material or Services, Claimed. Row 1: 04/20/2021, PAYAPP NO. 1, OAKWOOD BLVD. SANITARY SEWER REHABILITATION, \$188,068.84

CLAIMANT'S CERTIFICATION

I, MICHAEL HAYES certify that the above account in the amount of \$ 188,068.84 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

JUNE 02, 2021 DATE

Michael Hayes SIGNATURE

PROJECT MANAGER TITLE

SPACE BELOW FOR USE OF TOWN OFFICES ONLY

Table for town offices use with columns: Account Distribution, Amount, PAYMENT APPROVAL BY DEPARTMENT HEAD, and DATE. Includes a signature and a certification statement.

Date of Issuance: 5/21/21	Effective Date: 5/21/21
Owner: Town of Clifton Park	Owner's Contract No.:
Contractor: Carver Construction	Contractor's Project No.:
Engineer: MJ Engineering and Land Surveying, P.C.	Engineer's Project No.: 965.11
Project: Oakwood Boulevard Sanitary Sewer Rehabilitation	Contract Name: 1-General Construction

The Contract is modified as follows upon execution of this Change Order:

Description: This Change Order adjusts the Contract Price to account for unused Contract quantities and Allowance funds. The associated cost savings are reflected below.

Attachments: None

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 238,145.00	Original Contract Times: Substantial Completion: <u>45 days</u> Ready for Final Payment: <u>60 days</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ N/A	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ 238,145.00	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ 50,076.16	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ 188,068.84	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u>	By: _____	By: <u>Michael Hayes</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title _____	Title <u>Project Manager</u>
Date: <u>May 21, 2021</u>	Date _____	Date <u>May 21, 2021</u>

Date of Issuance: 5/21/21 Effective Date: 5/21/21
 Owner: Town of Clifton Park Owner's Contract No.:
 Contractor: Carver Construction Contractor's Project No.:
 Engineer: MJ Engineering and Land Surveying, P.C. Engineer's Project No.: 965.11
 Project: Oakwood Boulevard Sanitary Sewer Contract Name: 1-General Construction
 Rehabilitation

The Contract is modified as follows upon execution of this Change Order:

Description: This Change Order adjusts the Contract Price to account for unused Contract quantities and Allowance funds. The associated cost savings are reflected below.

Attachments: None

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 238,145.00	Original Contract Times: Substantial Completion: 45 days Ready for Final Payment: 60 days days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ N/A	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: N/A Ready for Final Payment: N/A days
Contract Price prior to this Change Order: \$ 238,145.00	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ 50,076.16	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ 188,068.84	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

<p>RECOMMENDED: By: <u>[Signature]</u> Engineer (if required) Title: Project Manager Date: May 21, 2021</p>	<p>ACCEPTED: By: _____ Owner (Authorized Signature) Title _____ Date _____</p>	<p>ACCEPTED: By: <u>Michael Hayes</u> Contractor (Authorized Signature) Title Project Manager Date May 21, 2021</p>
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APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

TO: Town of Clifton Park
 One Town Hall Plaza
 Clifton Park, NY 12065

PROJECT: APPLICATION NO.:
 PERIOD TO: 4/20/2021
 APPLICATION DATE: 4/20/2021

FROM: Carver Construction, Inc.
 494 Western Turnpike
 Altamont, NY 12009

ENGINEER: MJ Engineering and Land Surveying
 1533 Crescent Road
 Clifton Park, NY 12065

CCI PROJECT NO: 0121-004
 CONTRACT DATE: 2/10/2021
 INVOICE NO: 1

PAGE 1 OF 2

APPLICATION FOR PAYMENT

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

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

- 1. ORIGINAL (SUB)CONTRACT SUM 238,145.00
- 2. Net change by Change Orders (50,076.16)
- 3. CONTRACT SUM TO DATE (Line 1 + 2) 188,068.84
- 4. TOTAL COMPLETED AND STORED TO DATE (Column G on Continuation Sheet) 188,068.84
- 5. RETAINAGE
 - a. 0.0% of Completed Work (Columns D + E on Continuation Sheet) -
 - b. 0.0% of Stored Material (Column F on Continuation Sheet) -
- 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) 188,068.84
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) 188,068.84
- 8. PAYMENT DUE FOR CURRENT PERIOD (Line 6 minus Line 7) 0.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

CONTRACTOR M.J. Carver
 By: [Signature]
 Date: May 20, 2021
 State of: New York County of: Schenectady
 Subscribed and sworn to before me this 26th day of May 2021

Notary Public:
 Sybil R. Lindstead
 NOTARY PUBLIC, STATE OF NEW YORK
 Registration No. 0116188308
 Qualified in Schoharie County
CERTIFICATE FOR PAYMENT

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total approved in prior months		
Total approved this month		
Totals	-	-
Net changes by Change Order		

AMOUNT CERTIFIED

By: _____ Date: _____

CONTINUATION SHEET

AIA DOCUMENT G703

APPLICATION NUMBER:
APPLICATION DATE:

0
4/20/2021

PERIOD TO:
PROJECT NO.:

4/20/2021
0121-004

PAGE:
OF:

2
2

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIAL NOW STORED (NOT IN D O R E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE 5%
			FROM PREVIOUS PAY APPL. (D + E)	THIS PERIOD			TOTAL COMPLETE & STORED TO DATE (D + E + F)	% (G / C)		
1	MOBILIZATION	13000.00	0.00	13000.00	13000.00		13000.00	100%	0.00	-
2	TEST PITS	3220.00	0.00	2415.00	2415.00		2415.00	75%	805.00	-
3	8" SANITARY SEWER CLEANING & CCTV	1750.00	0.00	2122.00	2122.00		2122.00	121%	(372.00)	-
4	HEAVY CLEANING 8" SANITARY SEWER MAIN	2625.00	0.00	0.00	0.00		0.00	0%	2,625.00	-
5	8" ACP SANITARY SEWER MAIN REMOVAL	1875.00	0.00	550.00	550.00		550.00	29%	1,325.00	-
6	8" NEW SANITARY SEWER MAIN GRAVITY	73960.00	0.00	73702.00	73702.00		73702.00	100%	258.00	-
7	4" SANITARY SEWER LATERAL RECONNECTION	18000.00	0.00	26640.00	26640.00		26640.00	148%	(8,640.00)	-
8	NEW SANITARY SEWER MANHOLE INSTALLATION	24375.00	0.00	24774.75	24774.75		24774.75	102%	(399.75)	-
9	SANITARY SEWER MANHOLE REHABILITATION	6900.00	0.00	6900.00	6900.00		6900.00	100%	0.00	-
10	ABANDONMENT OF SANITARY SEWER MAIN	5600.00	0.00	5700.45	5700.45		5700.45	102%	(100.45)	-
11	ABANDONMENT OF SANITARY SEWER MANHOLES	3500.00	0.00	3500.00	3500.00		3500.00	100%	0.00	-
12	ASPHALT RESTORATION	39000.00	0.00	0.00	0.00		0.00	0%	39,000.00	-
13	SUBBASE	9000.00	0.00	21574.50	21574.50		21574.50	240%	(12,574.50)	-
14	THIRD PARTY ASBESTOS PROJECT MONITORING	5250.00	0.00	0.00	0.00		0.00	0%	5,250.00	-
15	CONNECTION TO EXISTING STRUCTURES	5090.00	0.00	5090.00	5090.00		5090.00	100%	0.00	-
16	ALLOWANCE NO. 1	25000.00	0.00	2100.14	2100.14		2100.14	8%	22,899.86	-
17							0.00	0%	0.00	-
18							0.00	0%	0.00	-
19							0.00	0%	0.00	-
20							0.00	0%	0.00	-
21							0.00	0%	0.00	-
22							0.00	0%	0.00	-
23							0.00	0%	0.00	-
24							0.00	0%	0.00	-
25							0.00	0%	0.00	-
26							0.00	0%	0.00	-
27							0.00	0%	0.00	-
28							0.00	0%	0.00	-
29							0.00	0%	0.00	-
30							0.00	0%	0.00	-
31							0.00	0%	0.00	-
32							0.00	0%	0.00	-
33							0.00	0%	0.00	-
34							0.00	0%	0.00	-
35							0.00	0%	0.00	-
36							0.00	0%	0.00	-
	TOTALS THIS PAGE ONLY	238145.00	0.00	188068.84	188068.84	0.00	188068.84	79%	50,076.16	-
	TOTAL ALL PAGES INCLUDING CO'S	238145.00	0.00	188068.84	188068.84	0.00	188068.84	79%	50,076.16	-

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

(Instructions on reverse side)

BOND #0221252

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

TO OWNER: **Town of Clifton Park**
(Name and address)
One Town Hall Plaza
Clifton Park, New York 12065

ARCHITECT'S PROJECT NO. **965.11**

CONTRACT FOR: **Oakwood Blvd. Sanitary Sewer
Rehabilitation**

PROJECT: **Oakwood Blvd. Sanitary Sewer**
(Name and address)
Rehabilitation

CONTRACT DATED: **February 10, 2021**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Berkely Insurance Company
60 E. 42nd St. Ste. 1800
New York, New York 10165

, SURETY,

on bond of
(Insert name and address of Contractor)

Carver Construction Inc.
494 Western Turnpike
Altamont, New York 12009

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

(Insert name and address of Owner)

Town of Clifton Park
One Town Hall Plaza
Clifton Park, New York 12065

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **May 11th, 2021**

(Insert in writing the month followed by the numeric date and year.)

Berkely Insurance Company

(Surety)

(Signature of authorized representative)

Jaclyn M. Kelly, Attorney-In-Fact

(Printed name and title)

Attest:
(Seal):



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NOTARIAL JURAT

INDIVIDUAL ACKNOWLEDGEMENT

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

known to me to be the person _____ described in and who executed the foregoing instrument, and _____ he duly
acknowledged to me that _____ he executed the same.

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT

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

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

Notary Public

CORPORATION ACKNOWLEDGEMENT

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

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

Notary Public

SURETY ACKNOWLEDGEMENT

State of New York
County of Schenectady] ss:
On this 11th May , 2021 before me personally appeared

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

KIMBERLY S. SYLVESTER
Notary Public, State of New York
No. 01SY6089309
Qualified in Schenectady County
Commission Expires March 24, 2023

Kimberly S. Sylvester
Notary Public

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

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

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

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

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

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

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

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of June, 2020.



Attest:
By Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 10th day of June, 2020, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President, and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

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

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

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

under my hand and seal of the Company, this 11th day of May, 2021.



Vincent P. Forte
Vincent P. Forte

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET

DECEMBER 31, 2020

(AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	\$	9,201,422
Common & Preferred Stocks		4,347,068
Cash & Short Term Investments		2,110,040
Premiums Receivable		2,128,160
Other Assets		<u>3,713,032</u>
<u>Total Admitted Assets</u>	\$	<u>21,499,721</u>

Liabilities & Surplus

Loss & LAE Reserves	\$	11,268,446
Unearned Premium Reserves		3,147,108
Other Liabilities		<u>896,047</u>
<u>Total Liabilities</u>	\$	<u>15,311,601</u>
Common Stock	\$	43,000
Preferred Stock		10
Additional Paid In Capital		2,890,297
Unassigned Surplus		<u>3,254,814</u>
<u>Total Policyholders' Surplus</u>	\$	<u>6,188,121</u>
<u>Total Liabilities & Surplus</u>	\$	<u>21,499,721</u>

Officers:

President: William Robert Berkley, Jr.
Secretary: Philip Stanley Welt
Treasurer: Richard Mark Baio
Asst. Treasurer: Bertman Adam Braud, Jr.
Asst. Treasurer: Ann Marie Collins
Asst. Treasurer: Susan Paula Tingleff

Directors:

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

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

AIA Document G706

(Instructions on reverse side)

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

TO OWNER: **Town of Clifton Park**
(Name and address) **One Town Hall Plaza**
Clifton Park, New York 12065

ARCHITECT'S PROJECT NO.: **956.11**

CONTRACT FOR: **Oakwood Blvd. Sanitary Sewer Rehabilitation**

PROJECT: **Oakwood Blvd. Sanitary Sewer**
(Name and address) **Rahabilitation**

CONTRACT DATED: **February 10, 2021**

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS: **Kenyon Pipeline Inspection, LLC**
 -CCTV
 -Manhole Rehabs
Grimm Building Materials
 -Precast
Everett J. Prescott
 -Pipe Materials

SUPPORTING DOCUMENTS ATTACHED HERETO:

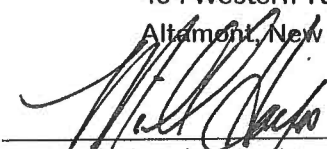
1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate attachment: yes no

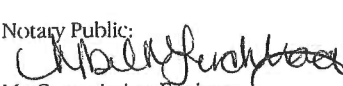
The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: **Carver Construction Inc.**
(Name and address) **494 Western Turnpike**
Altamont, New York 12009

BY: 
(Signature of authorized representative)
Michael Hayes - PROJECT MANAGER
(Printed name and title)

Subscribed and sworn to before me on this date: **May 11 2021**

Notary Public:

 My Commission Expires:
June 9 2024

Sybil R. Lindstead
 NOTARY PUBLIC, STATE OF NEW YORK
 Registration No. 01LI6188308
 Qualified in Schoharie County
 Commission Expires June 9, 2024



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CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA Document G706A

(Instructions on reverse side)

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

TO OWNER: **Town of Clifton Park**
(Name and address) **One Town Hall Plaza**
Clifton Park, New York 12065

ARCHITECT'S PROJECT NO.: 965.11

CONTRACT FOR: **Oakwood Blvd. Sanitary Sewer Rehabilitation**

PROJECT: **Oakwood Blvd. Sanitary Sewer Rehabilitation**
(Name and address)

CONTRACT DATED: **February 10, 2021**

STATE OF:
COUNTY OF:

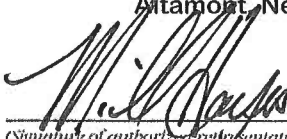
The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: **Kenyon Pipeline Inspection, LLC.**
 -CCTV
 -Manhole Rehabs
Grimm Building Materials
 -Precast
Everett J. Prescott
 -Pipe Materials

SUPPORTING DOCUMENTS ATTACHED HERETO:


- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: **Carver Construction Inc.**
(Name and address) **494 Western Turnpike**
Aitامت, New York 12009

BY: 
(Signature of authorized representative)
Michael Hayes - PROJECT MANAGER
(Printed name and title)

Sybil R. Lindstead
 NOTARY PUBLIC, STATE OF NEW YORK
 Registration No. 01LI6188308
 Qualified in Schoharie County
 Commission Expires June 9, 2024

Subscribed and sworn to before me on this date: **MAY 11, 2021**

Notary Public: 

My Commission Expires: **June 9, 2024**



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FINAL WAIVER OF LIEN

Michael Hayes, of Carver Construction Inc.,
(Name) (Legal Company Name – Subcontractor/Vendor)

City/Village/Town/County of Altamont, New York, contracted with
Town of Clifton Park on 02/10/2021, to furnish and install
Sanitary Sewer Rehabilitation for the construction of the Oakwood Blvd. Sanitary Sewer, on
property owned by Town Of Clifton Park, at Oakwood Boulevard,

The property is more fully described as follows:

Oakwood Boulevard, Clifton Park, New York 12065

One Hundred Eighty Eight Thousand

In consideration of Sixty Eight Dollars and Eighty Four Cents. (\$ 188,068.84), receipt
of which is hereby acknowledged, lienholder waives any right that lienholder now has or in the future may
have to claim a mechanic's lien pursuant to statute against the described real property or against the
improvements located on the property to secure payment for Sanitary Sewer Rehabilitation
furnished or to be furnished by lienholder under the described contract.

Lienholder has executed this waiver voluntarily and with full knowledge of lienholder's rights under the laws of
the State of New York.

Dated: May 11, 2021, \$ 188,068.84 L.S.

STATE OF NEW YORK:
COUNTY OF Schenectady ss.

On the 11th day of May in the year 2021, before me, the undersigned, personally
appeared Michael Hayes, personally known to me or proved to me on the basis of
satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their
signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted,
executed the instrument.

Sybil R. Lindstead
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01L16188308
Qualified in Schoharie County
Commission Expires June 9, 2024

[Signature]
Notary Public

This certification must be completed on each weekly payroll form used by the contractor of subcontractor

Date March 7, 2021

0121004 Oakwood Blvd Sanitary Sewer 2021 (Saratoga County) Page 1

Carver Laraway President do hereby state: (1) That I pay or supervise the payment of the persons employed by

(Name of signatory party) Carver Construction, Inc., that during the payroll period commencing on the 1st day of March and 7th 2021
 (Contractor or Subcontractor)

March 2021, all persons employed on said project have been paid the full weekly wages earned, that no rebate have been or will be made either directly or indirectly to or on behalf of said Carver Construction, Inc. from the full weekly wages earned by any person

and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions in Articles 8 and 9 and described below. (Contractor or rSubcontractor)

(2) That any payrolls submitted for the above period are correct and complete; that the wage rates for laborers, workers, or mechanics contained therein are not less than the classifications set forth therein for each laborer, worker, or mechanic and conform with the work he/she performed.

(3) That any apprentice employed in the above period are duly enrolled in a bona fide apprentice program registered with the State of New York Apprenticeship Training Bureau.

(4) (a) Where fringe benefits are paid in cash: Each laborer, worker, or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly rate plus the amount of the required fringe benefits as listed in the contract.

(b) Where fringe benefits are paid to approved plans, funds, or programs: In addition to the basic hourly wage rates paid to each laborer, worker, or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees.

Name of Worker	Trade	Hrs. worked	Hourly Benefits										Total / Hr.	Total	
			Medical	Dental	Vision	Pension401K	Life Insurance	Other PSP	Other VAC	401K match					
<u>Randal C. Bell</u>	<u>Team 2</u>		-	-	-	-	-	-	-	-	-	-	-	0.00	0.00
<u>Roger Solomon</u>	<u>OP A</u>	<u>4.00</u>	<u>8.33</u>	-	-	-	-	<u>.10</u>	-	-	-	-	<u>3.34</u>	<u>11.77</u>	<u>47.08</u>
<u>Kyle Ropeter</u>	<u>OP A</u>		<u>2.33</u>	-	-	-	-	<u>.05</u>	-	-	-	-	<u>2.91</u>	<u>5.29</u>	
<u>Matthew Angelo</u>	<u>Team 2</u>		-	-	-	-	-	-	-	-	-	-	-	<u>0.00</u>	
<u>Ramon Vanderveen</u>	<u>OB</u>		<u>.87</u>	-	-	-	-	<u>.06</u>	-	-	-	-	<u>3.11</u>	<u>4.04</u>	
<u>Christopher Johnson</u>	<u>LC</u>		<u>2.29</u>	-	-	-	-	<u>.07</u>	-	-	-	-	<u>2.36</u>		
<u>Eric D. Klefbeck</u>	<u>OA</u>		<u>2.66</u>	-	-	-	-	<u>.07</u>	-	-	-	-	<u>2.64</u>	<u>5.37</u>	
<u>Donald J. White</u>	<u>LC</u>		<u>2.33</u>	-	-	-	-	<u>.05</u>	-	-	-	-	<u>2.60</u>	<u>4.98</u>	
<u>Jordon M. Dorr</u>	<u>OA</u>		<u>0.00</u>	-	-	-	-	<u>.06</u>	-	-	-	-	<u>3.23</u>	<u>3.29</u>	
Signature															

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution see Article 8 and 9 of the Labor Law

Certified Payroll Report

For the Period Ending: 03-07-21

Job: 0121004 Oakwood Blvd Sanitary Sewer

Roger N Solomon	03-01	03-02	03-03	03-04	03-05	03-06	03-07	Total	Gross	Total	FICA	SWH	Other	Net
XXX-XX-9043 Caucasian Male	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hours	This Job	Gross	FICA	SWH	Other	
S - 0 Oprt AOPERATOR A Reg			4.00					4.00	298.88	3,557.31	649.89	204.69	1015.95	1,402.35
									298.88		265.65	.60		

Totals for Oakwood Blvd Sanitary Sewer

03-01-21	03-02-21	03-03-21	03-04-21	03-05-21	03-06-21	03-07-21	Total	Gross	Total	FICA	SWH	Other	Net
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Hours	This Job	Gross	FICA	SWH	Other	
.00	.00	4.00	.00	.00	.00	.00	4.00	298.88	3,557.31	649.89	204.69	1,015.95	1,402.35
										265.65	.60		

649.89

This certification must be completed on each weekly payroll form used by the contractor of subcontractor

Date March 28, 2021 0121004 Oakwood Blvd Sanitary Sewer 2021 (Saratoga County) Page 1

Carver Laraway President do hereby state: (1) That I pay or supervise the payment of the persons employed by

(Name of signatory party) Carver Construction, Inc. (Title) 22nd day of March and 28th 2021
 (Contractor or Subcontractor)

day of March 2021, all persons employed on said project have been paid the full weekly wages earned, that no rebate have been or will be made either directly or indirectly to or on behalf of said Carver Construction, Inc. from the full weekly wages earned by any person

and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions in Articles 8 and 9 and described below.

- (2) That any payrolls submitted for the above period are correct and complete; that the wage rates for laborers, workers, or mechanics contained therein are not less than the classifications set forth therein for each laborer, worker, or mechanic and conform with the work he/she performed.
- (3) That any apprentice employed in the above period are duly enrolled in a bona fide apprentice program registered with the State of New York Apprenticeship Training Bureau.

(4) (a) Where fringe benefits are paid in cash: Each laborer, worker, or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly rate plus the amount of the required fringe benefits as listed in the contract.

(b) Where fringe benefits are paid to approved plans, funds, or programs: In addition to the basic hourly wage rates paid to each laborer, worker, or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees.

Name of Worker	Trade	Hrs. worked	Hourly Benefits							Total / Hr.	Total	
			Medical	Dental	Vision	Pension/401K	Life Insurance	Other PSP	Other VAC			401K match
<u>Mathew J. Angelo</u>	<u>Team 2</u>	<u>34.75</u>	-	-	-	-	-	-	-	-	0.00	0.00
<u>Roger Solomon</u>	<u>OA</u>	<u>48.00</u>	<u>8.33</u>	-	-	-	-	<u>.10</u>	-	-	11.77	564.96
<u>Kyle Ropeter</u>	<u>OA</u>	<u>48.00</u>	<u>2.33</u>	-	-	-	-	<u>.05</u>	-	-	5.29	253.92
<u>Chris T. Leatherland</u>	<u>LC</u>	<u>48.00</u>	-	-	-	-	-	<u>.05</u>	-	-	0.05	2.40
<u>Ramon Vanderveen</u>	<u>OB</u>	<u>48.00</u>	<u>.87</u>	-	-	-	-	<u>.06</u>	-	-	4.04	193.92
<u>Christopher Johnson</u>	<u>LC</u>	<u>10.50</u>	<u>2.30</u>	-	-	-	-	<u>.05</u>	-	-	4.72	49.56
<u>Eric D. Kiefbeck</u>	<u>OA</u>	<u>9.00</u>	<u>2.71</u>	-	-	-	-	<u>.06</u>	-	-	6.42	57.78
<u>Donald J. White</u>	<u>LC</u>	<u>48.00</u>	<u>2.33</u>	-	-	-	-	<u>.05</u>	-	-	4.98	239.04
<u>Jordon M. Dort</u>	<u>OA</u>	<u>43.00</u>	<u>0.00</u>	-	-	-	-	<u>.06</u>	-	-	3.29	141.47
Signature	<u>N. Perry</u>											

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution see Article 8 and 9 of the Labor Law

This certification must be completed on each weekly payroll form used by the contractor of subcontractor

Date March 28, 2021

0121004 Oakwood Blvd Sanitary Sewer 2021 (Saratoga County) Page 2

Carver Laraway President do hereby state: (1) That I pay or supervise the payment of the persons employed by

(Name of signatory party) Carver Construction, Inc. (Title) 22nd, day of March and 28th of 2021, that during the payroll period commencing on the 22nd day of March 2021

day of March 2021, all persons employed on said project have been paid the full weekly wages earned, that no rebate have been or will be made either directly or indirectly to or on behalf of said Carver Construction, Inc. from the full weekly wages earned by any person

and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions in Articles 8 and 9 and described below. (Contractor or subcontractor)

(2) That any payrolls submitted for the above period are correct and complete; that the wage rates for laborers, workers, or mechanics contained therein are not less than the classifications set forth therein for each laborer, worker, or mechanic and conform with the work he/she performed.

(3) That any apprentice employed in the above period are duly enrolled in a bona fide apprentice program registered with the State of New York Apprenticeship Training Bureau.

(4) (a) Where fringe benefits are paid in cash: Each laborer, worker, or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly rate plus the amount of the required fringe benefits as listed in the contract.

(b) Where fringe benefits are paid to approved plans, funds, or programs: In addition to the basic hourly wage rates paid to each laborer, worker, or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees.

Name of Worker	Trade	Hrs. worked	Hourly Benefits								Total / Hr.	Total	
			Medical	Dental	Vision	Pension/401K	Life Insurance	Other PSP	Other VAC	401K match			
Nicholas A. Jackson	OB LC	15.00	2.33	-	-	-	.06	-	-	-	1.21	3.60	54.00
Tristan B. Keyes	LC	9.00	-	-	-	-	.05	-	-	-	-	.05	.45
Vincent A. Krantz	OA	14.00	-	-	-	-	.06	-	-	-	2.60	2.66	37.24
James S. Pettit	MOBILIZ	10.00	-	-	-	-	-	-	-	-	-	0.00	0.00
Nickolls J. Dolmas Jr	LC	8.00	2.33	-	-	-	.05	-	-	-	2.52	4.90	39.20
Brent D. Gray	TEAM 2	5.50	-	-	-	-	-	-	-	-	-	0.00	0.00
Signature <u>N Laraway</u>													

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution see Article 8 and 9 of the Labor Law

Certified Payroll Report

For the Period Ending: 03-28-21

Job: 0121004 Oakwood Blvd Sanitary Sewer

Employee Name	Sex	Race	03-28							Total Hours	Rate	Fringe	Gross This Job	FICA	SWH	Other	Net	
			Mon	Tue	Wed	Thu	Fri	Sat	Sun									
Eric D Kiefbeck	M	Caucasian	5.00	8.00	8.00	8.00	8.00	8.00	1.00	8.00	46.27	28.45	597.76	140.20	81.48	716.20	1,023.08	
													137.78	.60				
													Total Gross					
													2,110.12					
Vincent A Kranitz	S	Caucasian	5.00	8.00	8.00	8.00	8.00	8.00	1.00	8.00	46.27	28.45	971.36	358.70	111.11	203.26	1,338.76	
													166.85	.60				
													Total Gross					
													2,190.47					
Christopher T Leatherland	S	Caucasian	2.50	3.00	1.50	8.00	8.00	8.00	1.00	8.00	50.55	24.49	600.34	529.81	170.27	29.45	1,958.90	
													224.00	.60				
													Total Gross					
													2,927.94					
James S Pettit	M	Caucasian	3.50	8.00	8.00	8.00	8.00	8.00	6.50	24.50	36.75	85.75	91.76	53.60	154.59	818.86		
													324.63	.60				
													Total Gross					
													1,218.89					
Kyle D Ropeter	S	Caucasian	2.50	3.00	1.50	8.00	8.00	8.00	1.00	8.00	46.27	28.45	2,988.84	581.18	183.33	1098.75	1,603.25	
													285.42	.60				
													Total Gross					
													3,771.80					
Roger N Solomon	S	Caucasian	2.50	3.00	1.50	8.00	8.00	8.00	1.00	8.00	46.27	28.45	2,988.84	714.75	218.54	1211.32	1,326.32	
													282.14	.60				
													Total Gross					
													3,772.95					
Ramon D Vanderveen	M	Caucasian	2.50	3.00	1.50	8.00	8.00	8.00	1.00	8.00	45.36	28.45	771.92	535.58	222.51	473.79	2,188.40	
													284.47	.60				
													Total Gross					
													3,724.38					

Mobilization

Certified Payroll Report

For the Period Ending: 03-28-21

Job: 0121004 Oakwood Blvd Sanitary Sewer

		03-22	03-23	03-24	03-25	03-26	03-27	03-28	Total	Gross		FICA	SWH	Other	Net			
		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hours	Rate	Eringe.	Fig.Aml	This Job	Total	Deducts			
Donald J White	Caucasian Male	8.00	8.00	8.00	8.00	8.00			40.00	33.70	24.49	979.60	2,327.60	2,928.00	487.18	152.47	681.90	1,370.74
S - 0	Labor CLABORER C OT	2.50	3.00	1.50		1.00			8.00	50.55	24.49	195.92	600.34	220.15		.60		
													2,927.94					

Totals for Oakwood Blvd Sanitary Sewer

		03-22-21	03-23-21	03-24-21	03-25-21	03-26-21	03-27-21	03-28-21	Total	Gross		FICA	SWH	SDI	Other	Net	
		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Hours	Rate	Eringe.	Fig.Aml	This Job	Total	Deducts	Net	
Monday	95.50	78.25	65.25	52.00	107.75	.00	.00	.00	398.75	35,481.52	2,658.65	1,568.08	9.00	6,578.73	18,670.67		
													5,515.09				

This certification must be completed on each weekly payroll form used by the contractor of subcontractor

Date April 4, 2021

0121004 Oakwood Blvd Sanitary Sewer 2021

(Saratoga County) Page 1

Carver Laraway President do hereby state: (1) That I pay or supervise the payment of the persons employed by

(Name of signatory party)
Carver Construction, Inc., that during the payroll period commencing on the 29th day of March and 4th 2021
 (Contractor or Subcontractor)

day of April 2021, all persons employed on said project have been paid the full weekly wages earned, that no rebate have been or will be made either directly or indirectly to or on behalf of said Carver Construction, Inc. from the full weekly wages earned by any person
 (Contractor or Subcontractor)

and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions in Articles 8 and 9 and described below.

- (2) That any payrolls submitted for the above period are correct and complete; that the wage rates for laborers, workers, or mechanics contained therein are not less than the classifications set forth therein for each laborer, worker, or mechanic and conform with the work he/she performed.
- (3) That any apprentice employed in the above period are duly enrolled in a bona fide apprentice program registered with the State of New York Apprenticeship Training Bureau.

(4) (a) Where fringe benefits are paid in cash: Each laborer, worker, or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly rate plus the amount of the required fringe benefits as listed in the contract.

(b) Where fringe benefits are paid to approved plans, funds, or programs: In addition to the basic hourly wage rates paid to each laborer, worker, or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees.

Name of Worker	Trade	Hrs. worked	Hourly Benefits								Total / Hr.		Total	
			Medical	Dental	Vision	Pension 401K	Life Insurance	Other PSP	Other VAC	401K match				
<u>Mathew J. Angelo</u>	<u>Team 2</u>	<u>17.25</u>	-	-	-	-	-	-	-	-	-	-	0.00	0.00
<u>Roger Solomon</u>	<u>OA</u>	<u>25.00</u>	<u>8.33</u>	-	-	-	<u>.10</u>	-	-	-	-	<u>3.34</u>	<u>11.77</u>	<u>294.25</u>
<u>Kyle Ropeter</u>	<u>OA</u>	<u>16.50</u>	<u>2.33</u>	-	-	-	<u>.05</u>	-	-	-	-	<u>2.91</u>	<u>5.29</u>	<u>87.29</u>
<u>Chris T. Leatherland</u>	<u>LC</u>	<u>25.00</u>	-	-	-	-	<u>.05</u>	-	-	-	-	-	<u>0.05</u>	<u>1.25</u>
<u>Ramon Vanderveen</u>	<u>OB</u>	<u>30.50</u>	<u>.87</u>	-	-	-	<u>.06</u>	-	-	-	-	<u>3.11</u>	<u>4.04</u>	<u>123.22</u>
<u>Christopher Johnson</u>	<u>LC</u>		<u>2.30</u>	-	-	-	<u>.05</u>	-	-	-	-	<u>2.37</u>	<u>4.72</u>	
<u>Eric D. Kiefbeck</u>	<u>OA</u>		<u>2.71</u>	-	-	-	<u>.06</u>	-	-	-	-	<u>3.65</u>	<u>6.42</u>	
<u>Donald J. White</u>	<u>LC</u>	<u>25.00</u>	<u>2.33</u>	-	-	-	<u>.05</u>	-	-	-	-	<u>2.60</u>	<u>4.98</u>	<u>124.50</u>
<u>Jordon M. Dorr</u>	<u>OA</u>	<u>25.00</u>	<u>0.00</u>	-	-	-	<u>.06</u>	-	-	-	-	<u>3.23</u>	<u>3.29</u>	<u>82.25</u>
Signature		<i>N Levy</i>												

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution see Article 8 and 9 of the Labor Law

Certified Payroll Report

For the Period Ending: 04-04-21

Job: 0121004 Oakwood Blvd Sanitary Sewer

Employee Name	Sex	Race	04-04-21							Total Hours	Rate	Fringe	Eq.Amt.	Gross This Job	FWH FICA	SWH SUI/SDI	Other Deducts	Net
			Mon	Tue	Wed	Thu	Fri	Sat	Sun									
Matthew J Angelo	Male	Caucasian	03-29	03-30	03-31	04-01	04-02	04-03	04-04	15.00	31.57	26.68	400.20	873.75	345.05	107.01	330.27	1,237.35
XXX-XX-8537	Reg		1.50	6.75	5.50	1.25				2.25	47.36	26.68	60.03	166.59	162.51			
S - 0 TEAMSTER 2	OT		.75	.75	.75									1,040.34				
Jordan M Dorr	Male	Caucasian	03-29	03-30	03-31	04-01	04-02	04-03	04-04	24.00	46.27	28.45	682.80	1,793.28	550.58	173.28	595.18	1,377.89
XXX-XX-0470	Reg		8.00	8.00	8.00					1.00	69.41	28.45	28.45	97.87	224.70			
S - 0 Oprt AOPERATOR A	OT		.50	.50	.50									1,891.15				
Christopher T Leatherland	Male	Caucasian	03-29	03-30	03-31	04-01	04-02	04-03	04-04	24.00	33.70	24.49	587.76	1,396.56	292.01	96.74	28.70	1,361.01
XXX-XX-3116	Reg		8.00	8.00	8.00					1.00	50.55	24.49	24.49	75.05	148.18			
S - 0 Labor CLABORER C	OT		.50	.50	.50									1,471.61				
Kyle D Ropeter	Male	Caucasian	03-29	03-30	03-31	04-01	04-02	04-03	04-04	16.00	46.27	28.45	455.20	1,195.52	216.78	72.52	588.52	816.58
XXX-XX-1483	Reg		8.00	8.00						.50	69.41	28.45	14.23	48.94	137.81			
S - 0 Oprt AOPERATOR A	OT		.50											1,244.46				
Roger N Solomon	Male	Caucasian	03-29	03-30	03-31	04-01	04-02	04-03	04-04	24.00	46.27	28.45	682.80	1,793.28	503.34	159.74	1055.31	980.08
XXX-XX-9043	Reg		8.00	8.00	8.00					1.00	69.41	28.45	28.45	97.87	218.30			
S - 0 Oprt AOPERATOR A	OT		.50	.50	.50									1,891.15				
Ramon D Vanderveen	Male	Caucasian	03-29	03-30	03-31	04-01	04-02	04-03	04-04	29.50	45.36	28.45	839.28	2,177.40	357.73	158.97	383.81	1,729.95
XXX-XX-1189	Reg		8.00	8.00	8.00	5.50				1.00	68.04	28.45	28.45	96.49	218.68			
M - 1 Oprt BOPERATOR B	OT		.50	.50	.50									2,273.89				

Certified Payroll Report

For the Period Ending: 04-04-21

Job: 0121004 Oakwood Blvd Sanitary Sewer

Employee	03-29	03-30	03-31	04-01	04-02	04-03	04-04	Total Hours	Rate	Fringe	Eq.Amt	Gross This Job	Total Gross	FICA	SWH	Other	Net
Donald J White	Mon	Tue	Wed	Thu	Fri	Sat	Sun	24.00	33.70	24.49	587.76	1,396.56	2,266.28	348.57	108.00	572.91	1,073.47
S - 0 Labor CLABORER C Reg	8.00	8.00	8.00					1.00	50.55	24.49	24.49	75.05					
Labor CLABORER C OT		.50	.50									1,471.61		171.05	.60		

Totals for Oakwood Blvd Sanitary Sewer

Employee	03-29-21	03-30-21	03-31-21	04-01-21	04-02-21	04-03-21	04-04-21	Total Hours	Rate	Fringe	Eq.Amt	Gross This Job	Total Gross	FICA	SWH	Other	Net
Monday	50.25	58.50	48.75	6.75	.00	.00	.00	164.25				11284.20	16,999.65	1,281.23	876.26	4.20	8,576.33
Tuesday																	
Wednesday																	
Thursday																	
Friday																	
Saturday																	
Sunday																	
Totals																	

2,620.06

This certification must be completed on each weekly payroll form used by the contractor of subcontractor

Date April 18, 2021

0121004 Oakwood Blvd Sanitary Sewer 2021

(Saratoga County) Page 1

Carver Laraway President do hereby state: (1) That I pay or supervise the payment of the persons employed by

(Name of signatory party) Carver Construction, Inc. 12th April and 18th
 (Title) 2021
 that during the payroll period commencing on the _____, day of _____, from the full weekly wages earned by any person

day of April 2021, all persons employed on said project have been paid the full weekly wages earned, that no rebate have been or will be made either directly or indirectly to or on behalf of said Carver Construction, Inc.

and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions in Articles 8 and 9 and described below.

- (2) That any payrolls submitted for the above period are correct and complete; that the wage rates for laborers, workers, or mechanics contained therein are not less than the classifications set forth therein for each laborer, worker, or mechanic and conform with the work he/she performed.
- (3) That any apprentice employed in the above period are duly enrolled in a bona fide apprentice program registered with the State of New York Apprenticeship Training Bureau.

(4) (a) Where fringe benefits are paid in cash: Each laborer, worker, or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly rate plus the amount of the required fringe benefits as listed in the contract.

(b) Where fringe benefits are paid to approved plans, funds, or programs: In addition to the basic hourly wage rates paid to each laborer, worker, or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees.

Name of Worker	Trade	Hrs. worked	Hourly Benefits								Total / Hr.	Total	
			Medical	Dental	Vision	Pension 401K	Life Insurance	Other PSP	Other VAC	401K match			
<u>Mathew J. Angelo</u>	<u>Team 2</u>		-	-	-	-	-	-	-	-	-	0.00	
<u>Roger Solomon</u>	<u>OA</u>		8.33	-	-	-	.10	-	-	-	-	11.77	
<u>Kyle Robeter</u>	<u>OA</u>		2.33	-	-	-	.05	-	-	-	-	5.29	
<u>Chris T. Leatherland</u>	<u>LC</u>		-	-	-	-	.05	-	-	-	-	0.05	
<u>Ramon Vanderveen</u>	<u>OB</u>		.87	-	-	-	.06	-	-	-	-	4.04	
<u>Christopher Johnson</u>	<u>LC</u>		2.30	-	-	-	.05	-	-	-	-	4.72	
<u>David W. Pratt</u>	<u>S-PC</u>	<u>4.00</u>	2.33	-	-	-	.05	-	-	-	-	4.42	17.68
<u>Donald J. White</u>	<u>LC</u>		2.33	-	-	-	.05	-	-	-	-	4.98	
<u>Jordon M. Dorr</u>	<u>OA</u>		0.00	-	-	-	.06	-	-	-	-	3.23	
Signature													

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution see Article 8 and 9 of the Labor Law

Certified Payroll Report

For the Period Ending: 04-18-21

Job: 0121004 Oakwood Blvd Sanitary Sewer

David W Pratt	04-12	04-13	04-14	04-15	04-16	04-17	04-18	Total	Gross	Total	FWH	SWH	Other	Net
XXX-XX-4487	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hours	This Job	Gross	FICA	SU/SDI	Deducts	
S - 5 Prty ChS Prt Chf								4.00	282.76	2,034.77	213.99	90.86	623.65	954.99
					4.00				282.76		140.28	.60		

Totals for Oakwood Blvd Sanitary Sewer

04-12-21	04-13-21	04-14-21	04-15-21	04-16-21	04-17-21	04-18-21	Total	Gross	Total	Deductions	Net			
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Hours	This Job	Gross	FICA	SWH	SDI	Other	
.00	.00	.00	.00	4.00	.00	.00	4.00	282.76	2,034.77	140.28	90.86	.60	623.65	954.99

213.99

This certification must be completed on each weekly payroll form used by the contractor of subcontractor

Date March 21, 2021 0121004 Oakwood Blvd Sanitary Sewer 2021 (Saratoga County) Page 1

Carver Laraway President do hereby state: (1) That I pay or supervise the payment of the persons employed by

(Name of signatory party) Carver Construction, Inc., that during the payroll period commencing on the 15th day of March and 21st 2021
 (Contractor or Subcontractor)

day of March 2021, all persons employed on said project have been paid the full weekly wages earned, that no rebate have been or will be made either directly or indirectly to or on behalf of said Carver Construction, Inc. from the full weekly wages earned by any person

and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions in Articles 8 and 9 and described below.

- (2) That any payrolls submitted for the above period are correct and complete; that the wage rates for laborers, workers, or mechanics contained therein are not less than the classifications set forth therein for each laborer, worker, or mechanic and conform with the work he/she performed.
- (3) That any apprentice employed in the above period are duly enrolled in a bona fide apprentice program registered with the State of New York Apprenticeship Training Bureau.

(4) (a) Where fringe benefits are paid in cash: Each laborer, worker, or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly rate plus the amount of the required fringe benefits as listed in the contract.

(b) Where fringe benefits are paid to approved plans, funds, or programs: In addition to the basic hourly wage rates paid to each laborer, worker, or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees.

Name of Worker	Trade	Hrs. worked	Hourly Benefits								Total / Hr.	Total	
			Medical	Dental	Vision	Pension/401K	Life Insurance	Other PSP	Other VAC	401K match			
<u>Matthew J. Angelo</u>	<u>Team 2</u>	<u>9.25</u>	-	-	-	-	-	-	-	-	-	0.00	0.00
<u>Roger Solomon</u>	<u>OP A</u>	<u>12.50</u>	<u>8.33</u>	-	-	-	-	<u>.10</u>	-	-	-	<u>3.34</u>	<u>147.13</u>
<u>Kyle Robeter</u>	<u>OP A</u>	<u>18.50</u>	<u>2.33</u>	-	-	-	-	<u>.05</u>	-	-	-	<u>2.91</u>	<u>97.87</u>
<u>Chris T. Leatherland</u>	<u>LC</u>	<u>10.00</u>	-	-	-	-	-	<u>.05</u>	-	-	-	-	<u>.50</u>
<u>Ramon Vanderveen</u>	<u>OB</u>	<u>10.00</u>	<u>.87</u>	-	-	-	-	<u>.06</u>	-	-	-	<u>3.11</u>	<u>40.40</u>
<u>Christopher Johnson</u>	<u>LC</u>	<u>10.00</u>	<u>2.30</u>	-	-	-	-	<u>.05</u>	-	-	-	<u>2.37</u>	<u>47.20</u>
<u>Eric D. Klefbeck</u>	<u>OA</u>	<u>18.50</u>	<u>2.71</u>	-	-	-	-	<u>.06</u>	-	-	-	<u>3.65</u>	<u>118.77</u>
<u>Donald J. White</u>	<u>LC</u>	<u>18.50</u>	<u>2.33</u>	-	-	-	-	<u>.05</u>	-	-	-	<u>2.60</u>	<u>92.13</u>
<u>Jordon M. Dorr</u>	<u>OA</u>	<u>10.00</u>	<u>0.00</u>	-	-	-	-	<u>.06</u>	-	-	-	<u>3.23</u>	<u>32.90</u>
Signature													

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution see Article 8 and 9 of the Labor Law

This certification must be completed on each weekly payroll form used by the contractor of subcontractor

Date March 21, 2021

0121004 Oakwood Blvd Sanitary Sewer 2021

(Saratoga County) Page 2

Carver Laraway President do hereby state: (1) That I pay or supervise the payment of the persons employed by

(Name of signatory party) Carver Construction, Inc., that during the payroll period commencing on the 15th day of March and 21st day of March 2021
 (Contractor or Subcontractor)

day of March 2021, all persons employed on said project have been paid the full weekly wages earned, that no rebate have been or will be made either directly or indirectly to or on behalf of said Carver Construction, Inc. from the full weekly wages earned by any person


and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions in Articles 8 and 9 and described below.

(2) That any payrolls submitted for the above period are correct and complete; that the wage rates for laborers, workers, or mechanics contained therein are not less than the classifications set forth therein for each laborer, worker, or mechanic and conform with the work he/she performed.

(3) That any apprentice employed in the above period are duly enrolled in a bona fide apprentice program registered with the State of New York Apprenticeship Training Bureau.

(4) Where fringe benefits are paid in cash: Each laborer, worker, or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly rate plus the amount of the required fringe benefits as listed in the contract.

(b) Where fringe benefits are paid to approved plans, funds, or programs: In addition to the basic hourly wage rates paid to each laborer, worker, or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees.

Name of Worker	Trade	Hrs. worked	Hourly Benefits							Total / Hr.	Total		
			Medical	Dental	Vision	Pension/401K	Life Insurance	Other PSP	Other VAC			401K match	
Nicholas A. Jackson	OB LC	10.00	2.33	-	-	-	.06	-	-	-	1.21	3.60	36.00
Tristan B. Keyes	LC	10.00	-	-	-	-	.05	-	-	-	-	.05	.50
Vincent A. Krantz	OA	10.00	-	-	-	-	.06	-	-	-	2.60	2.66	26.60
James G. Federow	MOBILIZ	3.50	-	-	-	-	-	-	-	-	-	0.00	0.00
Signature													

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution see Article 8 and 9 of the Labor Law

Certified Payroll Report

For the Period Ending: 03-21-21

Job: 0121004 Oakwood Blvd Sanitary Sewer

Employee	03-15 03-16 03-17 03-18 03-19 03-20 03-21							Total Hours	Rate	Fringe	Frg Amt	Gross This Job	FWH FICA	SWH SUJ/SDI	Other Deducts	Net
	Mon	Tue	Wed	Thu	Fri	Sat	Sun									
Matthew J Angelo XXX-XX-8637 Caucasian Male S - 0 TEAMSTER 2 TEAMSTER 2 OT					6.50	2.75	6.50	31.57	26.68	173.42	378.63	560.71	176.61	387.63	1,772.66	
										73.37	203.61	235.66	.60			
											582.24					
											3,149.97					
											Total Gross					
											3,149.97					
Jordan M Dorr XXX-XX-0470 Caucasian Male S - 0 Opt.AOPERATOR A Reg Opt.AOPERATOR A OT					8.00	2.00	8.00	46.27	28.45	227.60	597.76	1161.74	323.59	945.26	2,107.66	
										56.90	195.72	378.07	.60			
											793.48					
											4,942.16					
											Total Gross					
											4,942.16					
James G Federow XXX-XX-6367 Caucasian Male M - 0 <i>Mobilization</i>	3.50										105.00	171.66	89.64	669.95	1,087.28	
											105.00	142.23	.60			
											2,172.46					
											Total Gross					
											2,172.46					
Nicholas A Jackson XXX-XX-9419 Caucasian Male S - 1 Labor CLABORER C Reg Labor CLABORER B Reg Labor CLABORER C OT					4.00	2.00	4.00	33.70	24.49	97.96	232.76	239.74	82.54	232.30	1,086.68	
										113.80	295.24	124.32	.60			
										48.98	150.08					
											678.08					
											1,783.09					
											Total Gross					
											1,783.09					
Christopher R Johnson Jr XXX-XX-8692 Caucasian Male S - 0 Labor CLABORER C Reg Labor CLABORER C OT					8.00	2.00	8.00	33.70	24.49	195.92	465.52	240.61	78.99	334.80	887.36	
										48.98	150.08	124.32	.60			
											615.60					
											1,675.24					
											Total Gross					
											1,675.24					
Tristian B Keyes XXX-XX-0330 Caucasian Male S - 0 Labor CLABORER C Reg Labor CLABORER C OT					8.00	2.00	8.00	33.70	24.49	195.92	465.52	242.66	79.55	113.81	987.45	
										48.98	150.08	118.62	.60			
											615.60					
											1,550.61					
											Total Gross					
											1,550.61					
Eric D Kiefbeck XXX-XX-6557 Caucasian Male M - 2 Opt.AOPERATOR A Reg Opt.AOPERATOR A OT					8.00	.50	8.00	46.27	28.45	455.20	1,195.54	212.87	111.95	839.64	1,274.40	
										71.13	244.66	177.58	.60			
											1,440.20					
											2,630.48					
											Total Gross					
											2,630.48					

Certified Payroll Report

For the Period Ending: 03-21-21

Job: 0121004 Oakwood Blvd Sanitary Sewer

	03-15 03-16 03-17 03-18 03-19 03-20 03-21							Total Hours	Rate	Fringe	Frg Amt	Gross This Job	FWH FICA	SWH SU/SDI	Other Deducts	Net
	Mon	Tue	Wed	Thu	Fri	Sat	Sun									
Vincent A Krantz XXX-XX-4850 Caucasian Male S - 0 Opt AOPERATOR A Reg Opt AOPERATOR A OT					8.00	2.00	8.00	8.00	46.27	28.45	227.60	597.77	355.15	110.02	191.68	1,340.55
							2.00	69.41	28.45	56.90	195.72	165.65				
											793.49					
Christopher T Leatherland XXX-XX-3116 Caucasian Male S - 0 Labor CLABORER C Reg Labor CLABORER C OT					8.00	2.00	8.00	8.00	33.70	24.49	195.92	465.52	483.86	155.37	29.30	1,844.05
							2.00	50.55	24.49	48.98	150.08	209.34				
											615.60					
Kyle D Ropeter XXX-XX-1483 Caucasian Male S - 0 Opt AOPERATOR A Reg Opt AOPERATOR A OT					8.00		8.00	8.00	46.27	28.45	455.20	1,195.53	400.63	124.05	849.85	1,228.38
							.50	69.41	28.45	71.13	244.66	213.48				
											1,440.19					
Roger N Solomon XXX-XX-9043 Caucasian Male S - 0 Opt AOPERATOR A Reg Opt AOPERATOR A OT					8.00		8.00	8.00	46.27	28.45	284.50	747.20	1037.62	289.58	1373.76	1,724.98
							.50	69.41	28.45	71.13	244.66	361.69				
											991.86					
Ramon D Vanderveen XXX-XX-1189 Caucasian Male M - 1 Opt BOPERATOR B Reg Opt BOPERATOR B OT					8.00	2.00	8.00	8.00	45.36	28.45	227.60	590.48	384.31	168.37	361.22	1,834.58
							2.00	68.04	28.45	56.90	192.98	228.50				
											783.46					

Certified Payroll Report

For the Period Ending: 03-21-21

Job: 0121004 Oakwood Blvd Sanitary Sewer

Employee	03-15	03-16	03-17	03-18	03-19	03-20	03-21	Total Hours	Rate	Fringe	Frq Amt	Gross This Job	Total Gross	FICA	SWH	Other	Net
	Mon	Tue	Wed	Thu	Fri	Sat	Sun					This Job	Gross	FICA	SU/SDI	Deducts	Net
Donald J White				8.00	8.00			16.00	33.70	24.49	391.84	931.04	3,623.46	637.40	201.40	788.80	1,703.38
XXX-XX-8751 Caucasian Male				.50	2.00			2.50	50.55	24.49	61.23	187.61					
S - 0 Labor CLABORER C Reg												1,118.65			.60		
Labor CLABORER C OT																	

Totals for Oakwood Blvd Sanitary Sewer

Day	03-15-21	03-16-21	03-17-21	03-18-21	03-19-21	03-20-21	03-21-21	Total Hours	Total Gross	Deductions	Net
Monday	3.50							3.50			
Tuesday		.00						.00			
Wednesday			.00					.00			
Thursday				32.00				32.00			
Friday			115.25					115.25			
Saturday					.00			.00			
Sunday						.00		.00			
Total	3.50	.00	.00	32.00	115.25	.00	.00	150.75	37,075.86	2,760.62	18,879.38

6,128.96

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR OR SUBCONTRACTOR Kenyon Pipeline Inspection LLC		ADDRESS 68 Park Road Queensbury NY 12804		OMB No.: Expires:	
FOR WEEK ENDING 3/6/2021 12:00:00 AM		PROJECT AND LOCATION Oakwood Boulevard Sanitary Sewer Rehab Clifton Park NY 12065		PROJECT OR CONTRACT NO.	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF W/H. EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS OF PAY	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED PROJECT / PERIOD	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK			
			Sun	Mon	Tue	Wed	Thu	Fri	Sat				FICA	FEDERAL WITH-HOLDING TAX	STATE WITH-HOLDING TAX		MEDICARE	OTHER	TOTAL DEDUCTIONS
Christopher R. Oliver	0	KPI OPER_B											113.36	305.61	116.61	26.51	9.94	572.03	1,256.41
Totals for Project Oakwood Boulevard Sanitary Sewer Rehab							8.00	8.00					113.36	305.61	116.61	26.51	9.94	572.03	1,256.41

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Date 3/6/2021

I, Alana Lashway (Name of Signatory Party) Payroll Specialist (Title) do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Kenyon Pipeline Inspection LLC (Contractor or Subcontractor) on the

Oakwood Boulevard Sanitary Sewer Rehab (Building or Work); that during the payroll period commencing on

2/28/2021 and ending 3/6/2021 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Kenyon Pipeline Inspection LLC (Contractor or Subcontractor)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

_____ in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

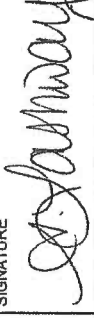
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

X Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE Alana Lashway Payroll Specialist	SIGNATURE 
---	--

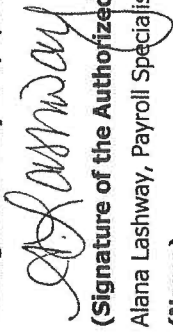
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

STATEMENT OF NON-PERFORMANCE

Payroll Number: 5 **Date:** 4/6/2021

Contractor: Kenyon Pipeline Inspection LLC

I do hereby state that no persons were employed on the construction of
21L006 - Oakwood Boulevard Sanitary Sewer Rehab
during the payroll period commencing on the day of 3/28/2021
ending on the day of 4/3/2021


(Signature of the Authorized Person)

Alana Lashway, Payroll Specialist
(Name)

This statement is not required to be submitted until after the submission of the
initial payroll period.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR OR SUBCONTRACTOR Kenyon Pipeline Inspection LLC		ADDRESS 68 Park Road Queensbury NY 12804		OMB No.: Expires:	
PAYROLL NO. 7		PROJECT AND LOCATION Oakwood Boulevard Sanitary Sewer Rehab Clifton Park NY 12065		PROJECT OR CONTRACT NO.	
FOR WEEK ENDING 4/17/2021 12:00:00 AM					

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF W/H. EXEMP. TONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY / PERIOD	(7) GROSS AMOUNT EARNED PROJECT	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK			
			Sun	Mon	Tue	Wed	Thu	Fri	Sat				FICA	FEDERAL WITH-HOLDING TAX	STATE WITH-HOLDING TAX		MEDICARE	OTHER	TOTAL DEDUCTIONS
			11	12	13	14	15	16	17										
Christopher R Oliver	0	KPI								2.00	73.81	147.62	254.57	920.96	244.31	59.54	21.58	1,500.96	2,604.97
Robert S Potter	0	KPI							1.00	57.99	57.99	211.66	699.42	191.90	49.50	342.58	1,495.06	2,200.51	
Totals for Project Oakwood Boulevard Sanitary Sewer Rehab									3.00	3.00	7,801.50	466.23	1,620.38	436.21	109.04	364.16	2,996.02	4,805.48	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(e)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room 55602, 200 Constitution Avenue, N.W., Washington, D.C. 20210

STATEMENT OF NON-PERFORMANCE

Payroll Number: 8

Date: 4/27/2021

Contractor: Kenyon Pipeline Inspection LLC

**I do hereby state that no persons were employed on the construction of
21L006 - Oakwood Boulevard Sanitary Sewer Rehab
during the payroll period commencing on the day of 4/18/2021
ending on the day of 4/24/2021**



(Signature of the Authorized Person)
Alana Lashway, Payroll Specialist
(Name)

**This statement is not required to be submitted until after the submission of the
initial payroll period.**

CAROTA DEVELOPMENT LLC
 DBA MARKS AUTOMOTIVE, 1019 Route 146
 Clifton Park, NY. 12065
 Phone - 518-371-2397 Fax - 518-371-0501

INVOICE
16398

INVOICE

Work Completed Date : 06/23/2021

Print Date : 06/23/2021

TOWN OF CLIFTON PARK

2004 Chevrolet - Tahoe

Clifton Park, NY 12065
 Home 518-888-4779
 Cust ID : 2907

Ref # :

Lic # : AG7122
 Unit # :
 Vin # :
 Hat # :

Odometer In : 171253
 Odometer Out : 171253

Part Description / Number	Qty	Sale	Extended	Labor Description	Hours	Extended
				CHECK AND ADVISE - VEHICLE IS NOT WORTH FIXING IN ITS CURRENT STATE. FRAME IS SEVERELY RUSTED AND HAS COMPROMISED AREAS AND WILL NEED REPLACEMENT AMONG OTHER ISSUES (TIRES, CHECK ENGINE LIGHT, BRAKES, PARKING BRAKE, DOOR HINGES, SEVERE FLOOR/BODY RUST ETC	N/A	N/C
				CUSTOMER REQUEST ***RECOMMEND REPLACING THIS VEHICLE DUE TO OVERALL CONDITION/COST TO REPAIR VS. VALUE ONCE REPAIRED ***FRAME AND FLOOR REPLACEMENT WILL LIKELY EXCEED \$7,000.00 ***BRAKE AND PARKING BRAKE REPAIR WILL LIKELY BE IN THE \$1,500.00 -\$2,000.00 RANGE **CHECK ENGINE LIGHT WOULD NEED TO BE THOROUGHLY TESTED TO DETERMINE EXACT ISSUES, BUT COULD RANGE FROM \$800-1200 **SUSPECT TOP OF FUEL PUMP MODULE IS ROTTED, SIGNS OF SOME SEEPAGE FROM TOP OF TANK NOTED (\$1100.00) **FRONT SUSPENSION/TIRE/ALIGNMENT COULD RANGE FROM \$750-1,300 DEPENDING ON HOW THINGS COME APART **DOOR REPAIR COULD RANGE FROM \$600-900 PER SIDE DEPENDING ON HOW THINGS COME APART	N/A	N/C

CAROTA DEVELOPMENT LLC
 DBA MARKS AUTOMOTIVE, 1019 Route 146
 Clifton Park, NY. 12065
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Part Description / Number	Qty	Sale	Extended	Labor Description	Hours	Extended
---------------------------	-----	------	----------	-------------------	-------	----------

OVERALL REPAIRS TO MAKE THIS VEHICLE SAFE FOR THE ROAD AND PASS A LEGAL NYS INSPECTION WOULD LIKELY EXCEED A COST OF \$14,000. BASED ON POOR CONDITION IT IS MY OPINION TO NOT REPAIR THIS VEHICLE AND REPLACE.

[Technicians : Please Select, Technician]

Org. Estimate	Revisions	Current Estimate	Additional Cost	Revised Estimate	Labor:	0.00
\$0.00	\$0.00	\$ 0.00			Parts:	0.00
					Sublet:	0.00

					Sub:	0.00
					Tax:	0.00
					Total:	0.00
					Bal Due:	\$0.00

[Payments -]

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose to testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on parts and labor is one years or 12,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair.

SIGNATURE..... Date..... Time.....

Resolution No. _____ of 2021, a resolution authorizing the sale of equipment declared surplus by the Town Board and authorizing the Buildings and Grounds Department to sell the surplus equipment at public auction.

Introduced by _____, who moved its adoption, seconded _____.

WHEREAS, Buildings, Parks, and Recreation Director, Daniel Clemens has identified a 2004 Chevrolet Tahoe, VIN: 1GNEK13Z14J275402, as surplus property since it is not economical to repair, and

WHEREAS, based upon the recommendation of Mr. Clemens, the Town Board declares the 2004 Chevrolet Tahoe as surplus; now, therefore, be it

RESOLVED, that the Town Board authorizes the Buildings and Grounds Department to sell the surplus equipment, as is, through an upcoming online public auction.

Resolution No. _____ of 2019, a resolution authorizing an agreement for the replacement of the HVAC circulator pump at Town Hall by Postler & Jaeckle Corp..

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, the Director of Buildings, Parks, and Recreation, Daniel Clemens requested quotes for the replacement of one hot/cold water circulation pump and related piping and valves for the HVAC system at One Town Hall Plaza and

WHEREAS, two quotes were received by June 24, 2021, and

WHEREAS, Postler & Jaeckle Corporation, Mechanical Contractors, 9 Krey Blvd. Rensselaer, NY, submitted the low bid for the contract for a circulator pump, in the amount of \$9,920.00, and

WHEREAS, Mr. Clemens recommends the project be completed by Postler & Jaeckle, as lowest quote; now, therefore be it

RESOLVED, that the Director Buildings, Parks, and Recreation is authorized to sign an agreement for the project in an amount not to exceed \$9,920.00, to be paid from A-1620-0200 (Town Hall – Equipment).



Town of Clifton Park Buildings & Grounds

One Town Hall Plaza • Clifton Park, New York 12065 • (518) 371-6651 Ext. 251 • Fax: (518) 371-1136

The Town of Clifton Park, through the Buildings & Grounds Department seeks price quotes from qualified entities for the replacement of one hot/cold water circulator pump and related piping and valves located at Clifton Park Town Hall, 1 Town Hall Plaza Clifton Park NY 12065.

Scope of work is as follows but not limited to:

- Disconnect, remove, and dispose of existing Bell & Gossett pump
- Install new Bell & Gossett base mounted pump
- Install new Bell & Gossett suction diffuser with adaptor foot kit
- Install new Bell & Gossett triple duty valve
- Replace 3-inch butterfly valve and 3-inch flex connector on return side
- Replace 2-inch flex connector on supply side
- Reconnect electrical connections
- Insulate all new parts and piping
- Test and place new pump into service

Dispose of all waste properly off site

The Town requires proof of Liability Insurance with One Million Dollars naming the Town as an additional insured, as well as appropriate Workers Compensation Insurance and automobile insurance.

Prevailing wage rate as described by New York State must be paid. The Town of Clifton Park reserves the right to reject any and all quotes.

The Town of Clifton Park reserves the right to require a performance bond.

Please contact Dom Fraser at 518-469-0905 with any questions or for an appointment to do a site visit.

Quotes are due by Tuesday June 22, 2021 at 2:00pm

**Town of Clifton Park
Buildings and Grounds**

Quote Cover Sheet

DATE: June 24, 2021
DESCRIPTION: replace circulator pump at Town Hall
VENDOR #1: P&J Mechanical \$9,920.00
VENDOR #2: Mazone P&H \$15,854.00
VENDOR #3:
Comments: No reply from: Carrier, RMB mechanical, The Walters Co and BPI Mechanical
Decision: P&J Mechanical



May 13, 2021

Building & Grounds Town of Clifton Park
One Town Hall Plaza
Clifton Park New York 12065

Subject: Replace Building Pump – Town Hall

Dear: Dan Clemens

Postler & Jaeckle Corp is pleased to submit our quote to replace a Bell & Gossett Building Pump for the Town Hall Building.

Included:

- Disconnect, removal and disposal of the pump.
- Install new Bell & Gossett Base Mounted Pump.
- Install new Bell & Gossett Suction Diffuser with Adaptor Foot Kit.
- Install new Bell & Gossett Triple Duty Valve.
- Replace the 3" Butterfly valve and 3" Flex Connector on the return.
- Replace the 2" Flex Connector on the supply.
- Reconnect to existing electrical connections.
- Insulate all new parts and piping.

Excluded:

1. Taxes.
2. Testing, handling, and disposal of all hazardous materials.
3. Cut & patch.
4. Starters/VFDs.
5. Concrete housekeeping pads.
6. Engineering
7. Overtime/premium time.
8. Payment and performance bonds.
9. MBE/WBE Participation.

9 KREY BLVD • RENSSELAER, N.Y. 12144 • (518) 459-0910 • FAX: (518) 459-2622
www.postlerandjaeckle.com



QUOTED PRICE: Nine Thousand Nine Hundred Twenty Dollars -- \$9,920.00

We appreciate the opportunity to quote and should you have any questions or wish to discuss this further please contact me directly at 518-560-0062.

Postler & Jaeckle will not be held responsible for the delays of equipment, materials, or scheduling deficiencies/delays due to mandated labor shutdowns and/or COVID restrictions. Due to the rising costs of materials, this quote is good for 15 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and beyond the estimate.

Service Manager Signature: Bart Callahan

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified.

Payment Due upon completion.

Signature: _____

Date: _____

Print: _____

Scheduled Work Date: _____ (Subject To Parts Availability)

Bart Callahan - Service Manager
Cell: 518-560-0062
Email: bart.callahan@postler.com

9 KREY BLVD • RENSSELAER, N.Y. 12144 • (518) 459-0910 • FAX: (518) 459-2622
www.postlerandjaeckle.com



Town of Clifton Park

Buildings & Grounds

One Town Hall Plaza • Clifton Park, New York 12065 • (518) 371-6651 Ext. 251 • Fax: (518) 371-1136

BID FORM

Date: 6/22/21

Company Name: Mazon P/H

Bid Name: Repair on Hot-Cold - water pump
at Park Town Hall

Total Amount: \$ 15,854⁰⁰

Fifteen Thousand Eight Hundred Fifty Four

Name/Title: Jay Mazon VP

Signature: Jay Mazon

Resolution No. _____ of 2021, a resolution authorizing the residents of the cul-de-sac of Glenwood Drive in the Country Knolls Subdivision to conduct a Block Party on August 21, 2021.

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, the residents of the Country Knolls Subdivision plan to conduct a block party within the subdivision on August 21, 2021 from 12:00 P.M. to 10:00 P.M. and have requested permission to use the cul-de sac of Glenwood Drive to Morningside Drive, for their party activities; now, therefore be it

RESOLVED, that the Town Highway Superintendent recommends that the request be approved, for the use of a portion of Glenwood Drive, August 21, 2021 from 12:00 P.M. to 10:00 P.M. to be used for party activities, so long as those activities do not block off the streets, and make sure emergency vehicles can gain access to the street if needed; and be it further

RESOLVED, that the residents shall be responsible for all clean-up activities on Town property or on the street right-of-way resulting from the social activity; and be it further

RESOLVED, that a copy of this resolution be sent to the applicable Fire Department, the Ambulance Corps., the Sheriff's Department and the State Police.



TTCM Presented 12-0 Jan 2021

Attached to and made part of Agreement made this _____ day of May, 2021 between the **Town of Clifton Park**, having its principle office at **1 Town Hall Plaza**, in the **Town of Clifton Park, NY** (Client) and **M.J. Engineering and Land Surveying, P.C.** with its principle office at **1533 Crescent Road**, in the **Town of Clifton Park, New York 12065** (Consultant) in respect of the Project described above.

1.0 GENERAL

The Consultant shall perform for the Client professional consulting services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as the Client's professional consulting representative for the Project.

Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken, and all remaining provisions shall continue valid and binding upon the parties. Client and Consultant shall attempt in good faith to replace any invalid or unenforceable provisions of this Agreement with provisions which are valid and enforceable and which come as close as possible to expressing the intention of the original provisions.

2.0 MEANING OF TERMS

As used herein the term "this Agreement" refers to the Proposal Letter or Agreement to which these General Terms and Conditions are attached as if they were part of one and the same document.

3.0 CLIENT'S RESPONSIBILITIES

Client shall:

1. Provide all criteria and full information as to Client's requirements for the Project,
2. Designate a person to act with authority on the Client's behalf in respect to all aspects of the Project,
3. Examine and respond promptly to the Consultant's submissions,
4. Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any defect in the work,
5. Guarantee access to and make all provisions for the Consultant to enter upon public and private property,
6. As appropriate and required by law be responsible for reporting certain significant environmental hazards of contaminated property.

Client acknowledges that if Consultant's professional services involve the use of vehicles or other equipment as part of the Project, some damage to the project site could occur. Client understands that unless specifically stated in the Agreement, and provided Consultant uses reasonable care, correction of such damage is not the responsibility of the Consultant.

4.0 REUSE OF DOCUMENTS

Copies of documents that may be relied upon by Client are limited to printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion



or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

Any reuse or disbursement of documents to third parties without written verification or project-specific adaptation by the Consultant will be at the Client's sole risk and without liability or legal exposure to Consultant or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, Client shall, to the fullest extent by law, defend, indemnify and hold harmless the Consultant from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from such unauthorized reuse or disbursement. If it is necessary to distribute any documents to an unrelated third party, both the third party and Client agree:

1. The third party is bound by all of the conditions and limitations of this Agreement and related documents
2. The third party is bound by all limitations of liability or indemnity provisions; and,
3. The limitation of liability set forth in Section 12 is an aggregate limit and the Client does not have the right or duty to apportion the limitation amount between itself and the third party.

Any verification or project-specific adaptation by Consultant will entitle the Consultant to further compensation at rates to be agreed upon by Client and the Consultant

5.0 OPINIONS OF COST

Since the Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant's opinions of probable Total Project Costs and Construction Cost are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional engineer familiar with the construction industry; but the Consultant cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by the Consultant. If prior to the Bidding or Negotiating Phase the Client wishes greater assurance as to Total Project or Construction Costs, the Client shall employ an independent cost estimator.

6.0 SUCCESSORS AND ASSIGNS

Neither the Client nor the Consultant shall assign, sublet or transfer any rights under or interest in (including, but not without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph



shall prevent the Consultant from employing such independent professional associates and consultants, as the Consultant may deem appropriate to assist in the performance of services hereunder.

Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party.

7.0 ARBITRATION

Should both parties consent to resolve a claim, counterclaim, dispute or other matter arising out of or relating to this Agreement or the breach thereof through arbitration, such matters will be decided in accordance with the Construction Industry Arbitration rules of the American Arbitration Association then pertaining. Any arbitration will be specifically enforceable under the prevailing law of any court having jurisdiction. No arbitration arising out of, or relating to this Agreement may include, by consolidation, joinder or in any other manner, any person who is not a party to this Agreement. No consent or arbitration in respect of a specifically described claim, counterclaim, dispute or other matter in question will constitute consent to arbitrate any other claim, counterclaim, dispute or other matter in question which is not specifically described in such consent. The award rendered by the arbitrators will be final, judgment may be extended upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted.

8.0 PURCHASE ORDERS

In the event the Client issues a purchase order or other instrument related to the Consultant's services, it is understood and agreed that such document is for the Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If the Client does issue a purchase order or other similar instrument, it is understood and agreed that the Consultant shall indicate the purchase order number on the invoices sent to the Client.

9.0 SUBCONSULTANTS

Except as expressly agreed, the Client will directly retain other consultants whose services are required in connection with the project. As a service, the Consultant will advise the Client with respect to selecting other consultants and will assist the Client in coordinating and monitoring the performance of other consultants. In no event will the Consultant assume any liability or responsibility for the work performed by other consultants, or for their failure to perform any work, regardless of whether the Consultant hires them directly or as subconsultants, or only coordinate and monitor their work. When the Consultant does engage a subconsultant on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus ten (10) percent. By engaging the Consultant to perform services, the Client agrees to hold the Consultant, its directors, officers, employees and other agents harmless against any claims, demands, costs, or judgments relating in any way to the performance or non-performance of work by another consultant or subconsultant, except claims for personal injury, death or personal property damage caused by the negligence of the Consultant's employees.



10.0 LIABILITY TO THIRD PARTIES

The Client agrees to be solely responsible for, and to defend, indemnify, and hold the Consultant harmless of any and all claims by third parties arising out of or in any way related to our performance or non-performance of services, except claims for personal injury, death, or personal property damage, to the extent caused by the negligent misconduct of the Consultant's employees.

11.0 INDEMNIFICATION

It is not the intention of this Agreement that the Consultant be exposed to any hazardous waste liability arising out of Site contamination, the activities of others, including the Client, or the services performed by the Consultant. The Client shall indemnify, defend, and save the Consultant, its directors, officers, employees, and agents harmless from any and all claims, demands, suits, judgments expenses, attorney's fees, and losses arising out of or in connection with bodily injury (including death) to persons or damage to property which may arise from (1) the presence, origination or transport of hazardous substances, pollutants or contaminants at, on, to or from the site at which the services are being performed under this Agreement or at, on, from, or to nearby properties, irrespective of whether such materials were generated or introduced before or after execution of this Agreement and irrespective of whether the Client was aware or directly involved in the generation or introduction of such materials or (2) reliance by the Consultant on information provided to the Consultant on the location of underground tanks, or gas, water, oil, electrical or other subterranean structures, or (3) any drilling, excavation, or similar activities undertaken hereunder at the direction of the Consultant.

The Consultant shall under no circumstances be considered the generator of any hazardous substances, pollutants, or contaminants encountered or handled in the performance of the Consultant's services. Without contradiction of any assertion by the Client of third party liability and for the purposes of this Agreement only, it is agreed that any hazardous materials, pollutants or contaminants generated or encountered in the performance of the Consultant's services shall be the responsibility of the site owner and shall be disposed of by the Client in accordance with all applicable laws and regulations.

Neither party shall have the liability for loss of product, loss of profit, loss of use, or any other indirect, incidental, special, or consequential damages incurred by the other party, whether brought as an action for breach of contract, breach of warranty, tort, or strict liability, and irrespective of whether caused or allegedly caused by either party's negligence and the Client agrees to defend, indemnify and hold the Consultant harmless with respect to any such claim.

In relation to hazardous waste for any damage caused by negligence, including errors, omissions, or other acts, or for any damages based on contract, breach of warranty, tort or for any other cause of action, the Consultant's liability including that of its employees, agents, directors, and officers shall not exceed the lesser of (1) \$50,000 or (2) the sum paid the Consultant hereunder for the services rendered.

12.0 LIMITATION OF LIABILITY

The Consultant shall provide the client with a Certificate of Insurance naming the client as Additional Insured. The Certificate shall be renewed and remain in place during the duration of the contract.



Notwithstanding any other provisions of these General Terms and Condition, and unless otherwise subject to a greater limitation, the Consultant's liability to the Client for any loss or damage, including, but not limited to, special and consequential damages, arising out of or in connection with the accompanying Proposal or any related Agreement from any cause, including the Consultant's professional negligent errors and omissions shall not exceed the limits identified on the Certificate, and the Client hereby releases the Consultant from any liability above such amount.

13.0 ABSENCE OF WARRANTY

All services of the Consultant and its independent professional associates, consultants and subcontractors will be performed in a reasonable and prudent manner in accordance with generally accepted engineering practice. All estimates, recommendations, opinions and decisions of the Consultant will be on the basis of the information available to the Consultant and the Consultant's experience, technical qualifications, and professional judgment.

There are no warranties of merchantability or fitness for a particular purpose or any other warranties or guarantees whatsoever, express or implied, with respect to any service performed or materials provided under this Agreement.

14.0 CHANGES OR DELAYS

Unless the accompanying Agreement/Proposal provides otherwise, the proposal fees constitute the Consultant's estimate to perform the services required to complete the Project, as the Consultant understands it to be defined. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. The Consultant will inform the Client of such situations so that negotiation of change in scope and adjustment to the time of performance can be accomplished as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement modified accordingly.

Cost and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities or information, Client's failure to make payment in accordance with its obligations under this contract, or for delays caused by unpredictable occurrences or force majeure, such as fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in this proposal.

15.0 PROVISIONS CONCERNING PAYMENT

Payment is due to the Consultant by Client immediately upon receipt of deliverables to Client. If Client fails to make payments due the Consultant for services, expenses or other charges within thirty (30) days after receipt of the Consultant's statement therefore, the amounts due the Consultant will be increased



at the rate of one (1) percent per month from said thirtieth day, and in addition, the Consultant may, after giving a minimum of seven (7) days written notice to the Client, suspend services under this Agreement until the Consultant has been paid in full all amounts due for services, expenses and charges. Consultant may at its sole discretion also suspend services on any or all other projects being performed by Consultant for Client under any other agreements until Consultant has been paid in full for all amounts due for services, expenses and any other charges. The Client shall be responsible for the reasonable cost of collection.

16.0 TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the Consultant will be paid for all services rendered to the date of termination, all reimbursable expenses and termination expenses.

17.0 STANDARD OF CARE

The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. Consultant will perform any services not meeting this standard, without additional compensation.

18.0 SUBSURFACE INVESTIGATIONS

In soil, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. While the Consultant will make reasonable effort to identify underground conditions, the inherent uncertainties in subsurface elevations, changed, or unanticipated underground conditions may occur that could affect total project cost and or execution. These conditions and cost/execution effects are not the responsibility of Consultant.

19.0 LITIGATION AND ADDITIONAL WORK

In the event the Consultant is to prepare for or appear in any litigation on behalf of the Client or is to make investigations or reports on matters not covered by this Agreement, or is to perform other services not included herein, additional compensation shall be paid the Consultant as is mutually agreed upon.

20.0 INSURANCE

The Consultant will secure and maintain such insurance as will protect him from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the performance of Consultant's services under this Agreement.



The Consultant will secure and maintain professional liability insurance for protection against claims arising out of the performance of professional services under this Agreement caused by errors or omissions for which the Consultant is legally liable.

21.0 PERIOD OF SERVICE

The Consultant shall proceed with the services under this Agreement promptly and will diligently and faithfully prosecute the work to completion in accordance with applicable engineering standards subject to any delays due to strikes, action of the elements, act of any government, civil disturbances or any other cause beyond the reasonable control of the Consultant.

22.0 TIME LIMIT ON CLAIMS

All claims against Consultant, whether grounded in contract tort, or otherwise, shall be brought no later than three (3) years from the date of issuance of the invoice relating to the services giving rise to the claim(s). No claim(s) may be brought unless notice has been given as described below in Section 23.0.

23.0 NOTICE REQUIREMENTS

If Client discovers a defect, fault, error, non-compliance or omission in Consultant's services, it shall give written notice to the Consultant within thirty (30) days. Notice shall include a detailed description of the nature of the defect, fault, error, non-compliance or omission. Client agrees that failure to give such notice shall result in Client's waiver of the claim.

24.0 INSPECTION

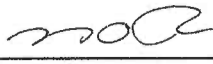
The duly authorized representatives of the Client shall have the right at all times to inspect the work of the Consultant.



IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as memorialized below:

Reference: Agreement for the Pump Station Standby Generator Installation Project

Attachment A: MJ Engineering and Land Surveying, P.C.
Proposal #2021363, dated 04/23/2021

<p>Town of Clifton Park</p> <p>by: _____</p> <p>Date:</p>	<p>M. J. Engineering and Land Surveying, P.C.</p> <p>by:  _____</p> <p>Michael D. Panichelli, P.E.</p> <p>President</p> <p>Date: 5/3/2021</p>
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Resolution No. _____ of 2021, a resolution authorizing the purchase of two 30-yard and one 20 yard capacity roll-off containers for use at the Transfer Station.

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, quotes were received by the Director of Buildings, Parks, and Recreation, Daniel Clemens, and

WHEREAS, the lowest conforming quote for the two steel 30-yard roll-off containers was submitted by Valley Enterprises Container, LLC 111 Eagleville Road, PO Box 230, Blanchard, PA. in an amount not to exceed \$12,310.00.00, and

WHEREAS, the lowest conforming quote for the 20-yard roll-off container with dump gate was also submitted by Valley Enterprises Container, LLC, in an amount not to exceed \$6,495.00, and

WHEREAS, Mr. Clemens recommends that the bid for the containers be awarded to Valley Enterprises; now, therefore be it

RESOLVED, that the Town Board hereby awards the bid for the containers to Valley Enterprises Container, LLC, as quoted ,and authorizes the department to issue a purchase order for the purchase of the roll-off containers as specified in the attached quotations, at a cost not to exceed \$18,805.00, to be budgeted from A-08160-00200 [General Fund – Solid Waste Management Station – Equipment]; and be it further

RESOLVED, that the Comptroller is authorized to increase revenues A-02665 (General Fund – Sale of Equipment) by \$18,805 and increase expenditures of A-08160-00200 (General Fund – CTS – Equipment) by \$18,805 to balance the budget.

**Town of Clifton Park
Buildings and Grounds**

Quote Cover Sheet

DATE: June 24, 2021
DESCRIPTION: 20 yard roll off with 2-way tailgate
VENDOR #1: Valley Enterprises Container, LLC: \$6,495.00
VENDOR #2: Wastequip: \$7,983.00
VENDOR #3: Bucks Fabricating: \$9,560.00
Comments:
Decision: Valley Enterprises - \$ 6,495.00



Bucks Fabricating A Deist Industries Co.
 3547 Perry Highway
 Hadley, PA 16130
 Fax: 724-253-3863
 800-233-0867
 www.bucksfab.com

Quote

Page 1 of 4

Date 4/20/2021

Quote # 51959

Expires 4/27/2021

Sales Rep Williams, Matthew A

Terms Ex Works/Incoterms 2010

Payment Terms Net 30

Taxable PA, OH, CA, FL, ... T

Shipping Notes (For Cus... Bucks Fabricating

Vehicle Make

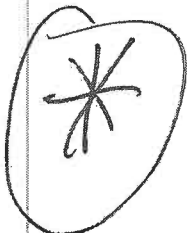
Bill To

Town of Clifton Park
 217 Vischer Ferry Rd
 Kieran 518-888-4779
 Rexford, NY 12148

Ship To

Town of Clifton Park
 217 Vischer Ferry Rd
 Kieran 518-888-4779
 Rexford, NY 12148

Item Number	Quantity	Description	Unit Price	Amount
7061242	1	RO-1242-CA 10 yards Strong Box Open-Top Container Rectangular in Design 12' Long, 42" High (42" High Sides/10" Understructure-52" Overall Height), 96" Wide, 10 yd 3/16" Floor, 12 Ga Sides, Crossmembers on 17.5" Centers, Top Rail 3/16" x 3" x 4", Bottom Rails 1/4" x 2" x 6", Standard Wheels, Primed/Painted, Standard Side Swing Gate, Cable Hookup Est. Weight: 3170 lbs	4,240.00	4,240.00
RO Parts Custom ...	1 *	OPTION FOR 10yd UNIT 36" Dump Fold Down Gate 6" Split Barn Door Gate (Can change height of dump fold down and barn doors) *	1,340.00 <i>TOTAL</i>	1,340.00 <i>5,580</i>
7062242	1	RO-2242-CA 20 yards Strong Box Open Top Container Rectangular in Design 22' Long, 42" High Sides (42" High Sides/10" Understructure-52" Overall Height), 96" Wide, 20 yd 3/16" Floor, 12 Ga Sides, Crossmembers on 17.5" Centers, Top Rail 3/16" x 3" x 4", Bottom Rails 1/4" x 2" x 6", Standard Wheels, Primed/Painted, Standard Side Swing Gate, Cable Hookup Est. Weight: 4909 lbs	6,220.00	6,220.00
RO Parts Custom ...	1 *	OPTION FOR 20yd UNIT 36" Dump Fold Down Gate	1,340.00 <i>TOTAL</i>	1,340.00 <i>57,560</i>





1079 State Route 20, New Lebanon, NY, 12125
 PHONE: 800-235-0734 FAX: 518-794-6319
 WQ-10194042

Sell To:

Contact Name	Kieran Lynch	Ship To Name	Town of Clifton Park
Bill To Name	Town of Clifton Park	Ship To	1079 State Route 20
Bill To	217 Vischer Ferry Rd Rexford, NY 12148-1620 USA		New Lebanon, NY 12125 USA
Email	klynch@cliftonpark.org		
Phone	(518) 888-4779		

Quote Information

Salesperson	Tom Nero	Created Date	5/17/2021
Salesperson Email	tnero@wastequip.com	Expiration Date	5/31/2021
Salesperson Phone	(518) 320-5851	Quote Number	WQ-10194042

Please Reference Quote Number on all Purchase Orders

Product	Product Description	Description	Selected Option	Quantity	Sales Price	Total Price
Container - NY - 206741NE	20 Cubic Yard Standard Duty Rectangle Roll Off Container 22' Long - Floor: 7 gauge with 3" structural channels on 18" centers and 6" x 2" x 3/16" Structural Tubing Main Rails, Walls: 12 gauge with side columns on 24" centers and 3" x 4" x 11 gauge Top Rails, Primed and Painted any Standard Color	PRICE FOR 1 to 4	Color: TBD-Standard Color	1.00	\$6,458.00	\$6,458.00
Container - NY - ROC010	Door Upgrade - Top Hinge with Bottom Ratcheted Latch			1.00	\$1,525.00	\$1,525.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$7,983.00
Shipping Terms	CPU (Customer Pick Up)	Shipping	\$0.00
		Tax	\$0.00
		Grand Total	\$7,983.00

Special Instructions

Special Instructions Wastequip delivery would be \$635
 10 to 12 weeks for production with dump gate
 4 to 6 for standard swing gate

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal



1079 State Route 20, New Lebanon, NY, 12125

PHONE: 800-235-0734 FAX: 518-794-6319

WQ-10194042

sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

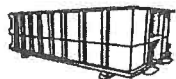
Please Reference Quote Number on all Purchase Orders

**Town of Clifton Park
Buildings and Grounds**

Quote Cover Sheet

DATE: June 24, 2021
DESCRIPTION: 2 – 30 yard roll off boxes
VENDOR #1: Valley Enterprises Container, LLC: \$12,310.00
VENDOR #2: Wastequip: \$14,146.00
VENDOR #3: Bucks Fabricating: \$16,620.00
Comments:
Decision: Valley Enterprises - \$ 12,310.00

Valley Enterprise



Container, LLC

111 Eagleville Road
PO Box 230
Blanchard, PA 16826

Phone: (888) 995-8199
Fax: (570) 584-0250
Email: dumpstersales@comcast.net

Quotation

Company:	Town of Clifton Park
Attention:	Kieran
Address:	
	Clifton Park, NY 12065
Phone:	(518) 371-6651
Fax:	
Email:	klynch@cliftonpark.org

Quote #:	8685
Date:	6-1-21

Quantity	Description	Unit Price	Total
2	22' - 30 yard roll-off containers (standard specifications)	\$5,605.00	\$11,210.00
	Color: Green		
	Delivery: 20 weeks		
		Shipping	\$1,100.00
		Subtotal	\$12,310.00
		Tax	\$0.00
		Total	\$12,310.00

I authorize Valley Enterprise Container to build this quote to the above specs: _____
(Authorized Signature)

Prices subject to change with market steel prices.

Quotation prepared by: Bob Bower



1079 State Route 20, New Lebanon, NY, 12125

PHONE: 800-235-0734 FAX: 518-794-6319

WQ-10195107

Sell To:

Contact Name Kieran Lynch
 Bill To Name Town of Clifton Park
 Bill To 217 Vischer Ferry Rd
 Rexford, NY 12148-1620
 USA
 Email klynch@cliftonpark.org
 Phone (518) 888-4779

Ship To Name Town of Clifton Park
 Ship To 217 Vischer Ferry Rd
 Rexford, NY 12148-1620
 USA

Quote Information

Salesperson Tom Nero
 Salesperson Email tnero@wastequip.com
 Salesperson Phone (518) 320-5851

Created Date 5/26/2021
 Expiration Date 6/9/2021
 Quote Number WQ-10195107
 Please Reference Quote Number on all
 Purchase Orders

Product	Product Description	Selected Option	Quantity	Sales Price	Total Price
Container - NY - 206739NE	30 Cubic Yard Standard Duty Rectangular Roll Off Container 22' Long - Floor: 7 gauge with 3" structural channels on 18" centers and 6"x 2"x 3/16" Structural Tubing Main Rails, Walls: 12 gauge with side columns on 24" centers and 3" x 4" x 11 gauge Top Rails, Primed and Painted any Standard Color	Color: TBD-Standard Color	2.00	\$7,073.00	\$14,146.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$14,146.00
Shipping Terms	FOB Origin	Shipping	\$635.00
		Tax	\$0.00
		Grand Total	\$14,781.00

Special Instructions

Special Instructions In stock not painted first come first serve

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Special Contract Information Sourcewell-Pricing & Product offerings are based on the Sourcewell Co-Operative Contract with Wastequip, LLC (#041217, eff. 7/7/17), and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (&



1079 State Route 20, New Lebanon, NY, 12125

PHONE: 800-235-0734 FAX: 518-794-6319

WQ-10195107

related) changes may occur at any time with proper documentation, & subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



Bucks Fabricating A Deist Industries Co.
 3547 Perry Highway
 Hadley, PA 16130
 Fax: 724-253-3863
 800-233-0867
 www.bucksfab.com

Bill To

Town of Clifton Park
 217 Vischer Ferry Rd
 Kieran 518-888-4779
 Rexford, NY 12148

Ship To

Town of Clifton Park
 217 Vischer Ferry Rd
 Kieran 518-888-4779
 Rexford, NY 12148

Quote

Page 1 of 2
Date 5/25/2021
Quote # 52756
Expires 5/28/2021
Sales Rep Williams, Matthew A
Terms Ex Works/Incoterms 2010
Payment Terms Net 30
Taxable PA, OH, CA, FL, ... T
Shipping Notes (For Cus...
 \$1100 stacked oversized partial
 \$1800 unstacked full load
Subsidiary Bucks Fabricating
Vehicle Make

Item Number	Quantity	Description	Unit Price	Amount
7062262	2	RO-2262-CA 30 yards Strong Box Open Top Container Rectangular in Design 22' Long, 62" High Sides (62" High Sides/10" Understructure-72" Overall Height), 96" Wide, 30 yd, 3/16" Floor, 12 Ga Sides, Cross Members on 17.5" Centers, Top Rail 3/16" x 3" x 4", Bottom Rails 1/4" x 2" x 6", Standard Wheels, Primed/Painted, Standard Side Swing Gate, Cable Hookup Est. Weight: 5698 lbs	8,310.00	16,620.00
Unloading Equipm...		Your containers will arrive stacked on a semi-trailer not a roll-off truck. Unloading equipment will be needed to remove the units from a semi-trailer once order is delivered.		
Liability Disclaimer		Bucks Fabricating does not assume any responsibility and will not be held liable for issues that arise due to incorrect truck/hooklift information provided to us. This includes, but is not limited to, incorrect stops type and location, bodies not being within manufacturer recommended lengths, interference with taillights, toolboxes, fenders, etc. Please verify that all information provided is correct and accurate prior to submitting order.		



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Quote

Page 2 of 2
 Date

5/25/2021

Quote #

52756

Item Number	Quantity	Description	Unit Price	Amount

This Quote is valid for 3 days from Quote Date.

All Orders are subject to Deist Terms and Conditions OS-100. See attached.

The product prices listed herein are based on current steel prices, if there is a 3% or greater shift in steel prices before this order is produced, we will notify you of any applicable changes in the costs of these products.

By providing your signature of approval, you are agreeing the container and/or containers will be manufactured as described and no additional modifications or changes will be made to the order once the signature of approval is received.

By providing your signature of approval above, you are acknowledging that the delivery address is correct and accurate. If the delivery location changes at the time of shipment or if the customer redirects a carrier to a destination which is more than 5 miles from the original delivery destination, additional delivery charges will apply.

Customer Approval Signature:	Subtotal	16,620.00
	Shipping Cost (Common Carrier)	1,100.00
	Total	\$17,720.00



52756