

TOWN OF CLIFTON PARK TOWN BOARD MEETING

May 2, 2022

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**
 - **Presentation by Dr. Robinson - Shenendehowa Central School District**
 - **Resolutions for Consideration**
 - **Other Business**

VII. Open Public Privilege

NOTE:

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
May 2, 2022

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Supervisor	Approve 2022 Community Preparedness and Resiliency Fund Awards	P. Barrett
2. Parks & Recreation	Award a contract for the 4 th of July fireworks display to Santore's Amazing Fireworks	P. Barrett
3. Buildings & Grounds	Award a bid to Vital Sign & Graphics for 3 new entrance signs at Exits 8,9, and 10 of the Northway	P. Barrett
4. Buildings & Grounds	Award a bid to Continuum Renewables LLC for the construction of a new C&D building at the Transfer Station	P. Barrett
5. Buildings & Grounds	Hire Hunter Scagnalli as a seasonal laborer	P. Barrett
6. Buildings & Grounds	Authorize Northeast Commercial Interiors to replace carpet at the Public Safety – CAPTAIN offices	P. Barrett
7. Stormwater	Authorize the Stormwater Technician to proceed with obtaining bids for the Clifton Park Center Drainage Improvements Project	P. Barrett
8. Parks & Recreation	Award the contract for pool chemicals for the 2022 summer pool season	A. Standaert/ L. Walowit
9. Highway	Authorize the Highway Superintendent to accept a quote from H&M Equipment Co., Inc. for a 22 ft tilt trailer	D. Bull
10. Highway	Authorize the Highway Superintendent to retain Precision Trenchless LLC for stormwater facilities repairs and rehabilitation	D. Bull
11. Supervisor	Authorize amendments to the Town's Procurement Policy	P. Barrett

- | | | |
|----------------|--|------------|
| 12. Supervisor | Appoint Jennyfer Gleason as a Member of the Planning Board | P. Barrett |
| 13. Supervisor | Authorize the renewal of a lease by the Fruitful Vine Church | P. Barrett |

Resolution No. of 2022, a resolution approving award recommendations for the Community Preparedness and Resiliency Fund Applications.

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

WHEREAS, by Resolution No. 239 of 2021, the Town Board designated a portion of the Town's funds from the American Rescue Plan Act of 2021 to projects as authorized by the Act, and

WHEREAS, \$200,000.00 was allocated to be distributed to not-for-profit entities serving the residents of Clifton Park to respond to impacts from the Coronavirus Pandemic and related governmental policies, pursuant to Town Board approval, and

WHEREAS, applications for the 2022 Community Preparedness and Resiliency Fund Applications were received by the application deadline of March 1, 2022, from the organizations listed in the attached Schedule A, and

WHEREAS, the Town Board advertised, and a public workshop was held on April 27, 2022 to review the applications, and recommendations were made for the final amounts granted; now therefore, be it

RESOLVED, that the comptroller is authorized to increase the budget from the funds received from the American Rescue Plan to A-7309-180 (General Fund – Community Programs – Community Grants) in the amount of \$200,000.00 and to issue checks in the amounts granted per Schedule A.

2022 Community Preparedness and Resiliency Fund Applications

Organization Name	Contact Name	Amount Requested	Amount Granted	Phone Number	Address	Email
American Legion Mohawk Post 1450 Clifton Park/Halfmoon Emergency Corps	John Lepine Sue Syzdek	\$6,000 \$10,000	\$ 5,000 \$ 7,000	518-488-9925 518-371-3880	PO Box 4149 Halfmoon 15 Crossing Blvd., Clifton Park	americanlegion1450@gmail.com ssyzdek@cphmems.org
Capital District YMCA- Southern Saratoga Branch CAPTAIN	Andrea Montejano Fern Hurley	\$10,000 \$10,000	\$ 7,000 \$ 4,000	518-371-2139ext5500 518-371-1185	1 Wall Street, Clifton Park 5 Municipal Plaza Suite 3	amonteiano@cdymca.org fern@captaincares.org
Newmeadow Inc	Stacey Cornell	\$10,000	\$ 5,000	518-899-9235	23 Sitterly Rd. Clifton Park	scornell@newmeadow.org
Halfmoon Celebrations Association Inc.	Dave Maxfield	\$10,000	\$ 5,000	518-496-4530	2 Halfmoon Town Plaza	halfmooncelebrations@gmail.com
Lives Made Easier	Robin Battista	\$5,000		518-847-7733	900 Westholm Rd. Schenectady	easierlives@gmail.com
Clifton Park Chabad	Yosef Rubin	\$10,000	\$ 5,000	518-495-0772	495 Moe Rd.	cliftonparkchabad@gmail.com
Helping Hands School	Sandy Rivenburg	\$10,000	\$ 7,000	518-664-5066	4 Fairchild Square, Clifton Park	srivenburg@helpinghands.org
Friends of Shen Crew Inc.	Maria Kenneally	\$10,000	\$ 7,000	518-331-7023	PO Box 1311 Clifton Park	marikenneally@shencrewadmin.com
Clifton Park Boys Basketball Club Inc.	Mike Shea	\$5,000	\$ 3,000	518-371-0665	10 Shafer Drive	MShea3@gmail.com
Friends of the Mohawk Towpath Scenic Byway, Inc.	Eric Hamilton	\$10,000	\$ 7,000	518-371-7548	67 Pico Rd. Clifton Park	eric.hamilton@mohawktowpath.org
Friends of Historic Grooms Tavern	Lawrence Syzdek	\$10,000	\$ 7,000	518-330-1215	PO Box 1166 Clifton Park	syzdeklarry@yahoo.com
HicksStrong Inc.	Michael Hicks	\$10,000	\$ 5,000	518-728-8441	1764 Route 9, #770 Halfmoon	mhicks@hicksstrong.org
CP/Halfmoon Memorial VW Post 1498	Paul Toomey	\$10,000	\$ 7,000	518-344-8467	PO Box 4480, Clifton Park	prt1948@att.net
Saratoga Center for the Family	Amy Radik	\$10,000	\$ 4,000	518-587-8008	359 Ballston Ave. Saratoga Springs	aradik@saratogaacf.org
Nicole's Hope	Beth Miles	\$2,000	\$ 2,000	518-312-3958	6145 Singh Ln, The Villages, FL 32163	nicoleshope@yahoo.com
Shen Bountiful Backpack Program	Beth Miles	\$10,000	\$ 7,000	518-441-5729	PO Box 768, Clifton Park	bethm.miles@gmail.com
Faith Food Pantry	Ken Moritz	\$10,000	\$ 7,000	518-281-0464	11 Glenridge Rd. Rexford	pantry@faithcrossroads.org
Shen Neighbors Connecting Inc.	Nancy Varley	\$5,000	\$ 3,000	518-801-4517	Box 4588, Halfmoon	president@shenneighbors.org
Rebuilding Together Saratoga County	Michelle Larkin	\$10,000	\$ 7,000	518-587-3315	132 Milton Ave. Ballston Spa	Michelle@RTSaratoga.org
Operation At Ease Inc.	Marta Mosher	\$10,000	\$ 6,000	843-267-8474	506 Old Harbor Dr. Clifton Park	marta@operationatease.org
Southern Saratoga Art Society, Inc.	Jean Skanes	\$500	\$ 500	914-260-2587	PO Box 1536 Clifton Park	jean.skanes@outlook.com
St. Edward the Confessor Church	Patrick Butler	\$10,000	\$ 7,000	518-371-7372 ext.225	569 Clifton Park Ctr. Rd. CP	patrick.butler@siedwardsnv.org
The Bus Stop Club, Inc.	Angela Tobin	\$1,000	\$ 1,000	518-221-4402	10 Siena Lane, Rensselaer	angelatobin@busstopclub.com
Bangladeshi American Foundation of Albany	Zabed Manir	\$10,000	\$ 5,000	518-932-2041	45 Dorsman Dr. CP	admin@nybafa.org
Hi-5 Sports	Jodi Eaves	\$5,000	\$ 4,000	610-730-1833	8 Hidden Crest Ct. CP	leaves@hi5sports.org
Cub Scouts of AmericaPack 4044 Wellspring	Christina Dombkiewicz Maggie Fronk	\$5,000 \$10,000	\$ 4,000 \$ 7,000	203-668-7370 518-583-0280	2001 US9 Round Lake 2816 US 9, Malta	cspack4044treasurer@gmail.com executive@wellspringcares.org
To Love a Child Inc.	Cindy Schmehl	\$8,000	\$ 7,000	518-859-4424	PO Box 165, Clifton Park	directorat1LC@aol.com
Clifton Park Elks #2466	Dan Mathias	\$10,000	\$ 7,000	518-877-4944	7 Birch Hill Rd. Ballston Lake	dmath50@aol.com
Art of Mindfulness Center-CCR Church	Immanuel van Tonder	\$6,000	\$ 3,000	347-328-4037	1010 Rt. 146, CP	info@mindfulness.art
Hindu Temple Society of the Capital Dist.	Vikram Agrawal	\$10,000	\$ 5,000	518-459-7272	450 Albany Shaker Rd., Loudonville	albanyhindutemple@gmail.com
Community Animal Action Project	April Grolley	\$1,000	\$ 1,000	518-222-3411	12 Spring St. Schuylerville	caapnotforprofit@gmail.com
St. Peter's Hospital Foundation	Lisa Smith	\$10,000	\$ 5,000	518-525-1099	310 S. Manning Blvd. Albany	usaR-Smith@sphp.com
Association for Community Living	Sebrina Barrett	\$10,000	\$ 5,000	518-688-1682	28 Corcorate Dr. Suite 102 CP	Sebrina@aclnys.org
GSNENY Service Unit 208	Heidi Pomainville	\$5,000	\$ 4,000	518-489-8110	8 Mountainview Ave. Albany	hpomainville@nycap.rr.com
Clifton Park Nursery School	Sarah Parendo	\$10,000	\$ 5,000	518-371-5850	344 Moe Rd. CP	cliftonparknurseryschool@gmail.com
Children's Museum at Saratoga	Sarah Smith	\$9,225	\$ 4,000	518-584-5540	69 Caroline St. Saratoga Springs	smith@cmssny.org
Saratoga Bridges, NYSARC Inc.	Jane Mastaitis	\$9,305	\$ 5,000	518-587-0723 ext.1246	16 Saratoga Bridges Blvd., Ballston Spa	jmastaitis@saratogabridges.org

Shen United Meth Church Preschool	Erin O'Meara	\$10,000	\$ 5,000	518-383-2605	971 Rt.146 CP	preschooldirector@shenumc.org
BSA Troop 4045	Matt Baker	\$1,000	\$ 1,000	518-321-5821	15 Northcrest Dr. CP	mattbaker.troop45@gmail.com
Holland FunHab Inc	Eileen Kassner	\$10,000	\$ 2,500	518-858-3460	8 Maria Ct. Rexford	ehkassner@aol.com
Totals		\$344,030	\$200,000			

Resolution No. _____ of 2022, a resolution awarding the contract for Fireworks, for the Town of Clifton Park's 4th of July celebration to Santore's World Famous Fireworks and authorizing the Supervisor to sign the agreement for same.

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

WHEREAS, bids were solicited for the annual Fourth of July fireworks display and opened on April 6, 2022, and

WHEREAS, Santore's World Famous Fireworks, 846 Stillwater Bridge Road, Schaghticoke, New York, has submitted the sole bid, in the amount of \$19,000, for a twenty minute musically choreographed pyrotechnic display, and

WHEREAS, Santore's Fireworks has successfully staged the fireworks display for the Town's 4th of July celebration for several years, and the price bid for the show is in line with prior years, and

WHEREAS, Myla Kramer, Director of Parks, Recreation and Community Affairs, has recommended that the bid of Santore's World Famous Fireworks in the amount of \$19,000 be accepted; now, therefore, be it

RESOLVED, that the bid for the 4th of July fireworks display be awarded to Santore's World Famous Fireworks, Schaghticoke, New York, at a cost not to exceed \$19,000 as budgeted from (A-7550-052 Festivals/Performing Arts-July 4th Fest); and be it further

RESOLVED, that the Supervisor is hereby authorized to sign an agreement reflecting the above terms, subject to review and approval by the Town Attorney of the agreement.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Monday, April 11, 2022 2:01 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 05-02-2022 Parks & Rec
Attachments: 62546cd043987-Santore Bid and Contract.pdf

An item has been submitted to the Resolution Request form for review.

Department: **Parks & Rec**
Your email: **mkramer@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **P. Barrett**

Requested Meeting Date: **05-02-2022**

Brief Description: **A resolution awarding the contract for fireworks for the Town of Clifton Park's 4th of July Celebration to Santore's World Famous Fireworks, PO Box 687, Stillwater, NY 12170 in an amount of \$19,000 for an average of 20 minute musically choreographed pyrotechnic display and authorizing the Supervisor to sign the agreement for the same.**

Budget #: **A-7550-052**
Budget Description: **Festival/Performing Arts- July 4th Fest**
\$ Amount:

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

FIREWORKS DISPLAY 4/6/22 @ 3PM

COMPANY NAME	LUMP SUM TOTAL BID AMOUNT
Santore's Fireworks	\$ 19,000.

Town of Clifton Park, NY
7/4/2022 Display



Santore's World Famous Fireworks, LLC
PO Box 687
Stillwater, NY 12170
(P) 518-664-9994
Authorized Representative: Jeffrey Ward
Email: jward@santorefireworks.com
www.santorefireworks.com



Part A. Introduction

Santore's World Famous Fireworks, LLC continues the tradition forged by our family since 1890. Owned and operated by principle member, August Santore, Jr. our firm is backed by generations of experience of pyrotechnic productions. August N. Santore, Jr. is a 4th generation pyrotechnician with a lifetime of training and apprenticing in the business from childhood and over 30 years of experience in the field. Santore's World Famous Fireworks, LLC is excited for the opportunity to provide a spectacular fireworks display for the Town of Clifton Park. We have extensive experience producing complex special events from barges and multi-location launch site displays as required for this display.

We are confident we can elevate the quality of your production significantly by executing a complex, artistically designed, musically choreographed display.

Quality vs. Quantity:

We believe in quality. We believe in art and design. We feel the best way to elevate your production within the confines of the launch location, presentation and budget is to focus energy on quality of materials, quality of execution and art and design.

Scope of Work

Fireworks Production: We will deliver a spectacular "turn-key" display and is comprised of the following assurances:

- Compliance with all terms set forth in the RFP.
- Fireworks as selected per the enclosed program and reference exhibit.
- Pre-display site visit in compliance with NFPA recommendations.
- Acquisition of all necessary permits (expense to be covered by client)
- All labor necessary to transport, install, discharge and remove your display.
- Safety equipment and personnel in conformation with the requirements of agencies having jurisdiction including trained pyrotechnicians as currently required by law and site representative for meetings and coordination of the display.
- All trucking and transportation of equipment and material; including transportation permits.
- Technicians have met DOT regulations and carry current health cards and CDL licensing.

- Proof of State and Federal licenses.
- Insurance coverage in the amount of \$5,000,000 with sponsor as additional insured; vehicle insurance in the amount of \$5,000,000 as required by the DOT.
- Coverage of all employees under Interstate Workers Comp.
- Introductory and Planning Meetings

Approach to Display/Description

Our many years of experience delivering displays have helped us hone our craft.

We pay close attention to the relationship of one effect to another and are constantly aware of how each segment flows into the next. Our vision for our displays is to always incorporate the full range of our unique library of manufactured and imported effects.

Pyrotechnic Licenses: We hold all of the necessary Federal ATF Licenses and engage our pyrotechnicians who have the proper pyrotechnic licenses to fire the display.

Program Duration: The proposed duration of the program is a 20 minute pyromusical (Soundtrack to be provided by Santore and approved by Client). Our intention is to deliver a rapid fire display that is diverse and exciting. The quality and complexity of the design, art, skill, execution and material quality are the keys to a dynamic and memorable performance. Please see enclosed 'Arrayal' for display break down, quantity of shells and segment durations.

Testing/Examination:

1. **Quality Assurance:** The first phase of testing and examination begins with ensuring the material we present on our displays is of the highest quality and safety standards. Our experience in manufacturing fireworks allows us to inspect our import products with a complete understanding of safety and quality assurance. We dissect samplings of our imports to ensure the product is made to our high safety standards.
2. **Mortar Inspection:** Upon completion of mortar setup the mortars are inspected to ensure they are secured properly and that there are no defective mortars prior to shells being loaded.

Part B. Experience

Santore's World Famous Fireworks, LLC continues the tradition forged by our family since 1890. The 4th generation Santore Brothers operating Santore's World Famous Fireworks have over 50 combined years experience and have been

responsible for designing, producing and executing many of the largest and most complex fireworks displays in the nation. August Santore, Jr and Chris Santore have been the proud producers and designers of the annual SailFest display in New London, CT since 2012. The display is the largest display in Connecticut and is a complex pyromusical choreographed to music on a local radio station. Additionally the fourth generation Santore Brothers are responsible for annually designing and executing a complex barge fired pyromusical display for the Perth Amboy and South Amboy, NJ. This display is also synchronized to a radio simulcast. Additionally our company produces numerous weekly barge fired productions on Lake George throughout the summer. We have proudly performed the Town of Clifton Park July 4th the past several years and would love the opportunity to perform on the 4th of July again this year.

Part C. Pricing and Budget:

1. **July 4, 2022: \$19,000.00 (20 minutes)**

***Please see attached Arrays outlining costs and materials for the proposed displays.**

Part D. Insurance

We will meet and/or exceed the minimum insurance coverage required. We will provide commercial liability insurance in the amount of \$5,000,000 with Town of Clifton Park as additional insured and other such entities as may be impacted or required. We will provide auto liability and workers compensation coverage as required.

Part E. Client References

1. Village of Lake George, Robert Blais, (P) 518-668-5771
2. City of Albany, Office of Special Events: Heather Flynn, (P) 518-474-3195
3. Town of Stillwater, Ed Kinowski (518) 466-1901
4. **West Point, NY: July 4, 2015 and September 6, 2015**
Santore's World Famous Fireworks, LLC provided two spectacular displays for West Point Academy, NY in 2015 and three in 2016. We continued with 2017, 2018, 2019, 2020 double synchronized display locations and are returning in 2022.
5. **Battle of Plattsburgh** – Tom Donahue President 1814 Committee
6. **Saranac Village** – John Sweeny (Village Manager) (518) 891-4150

Arrayal

Town of Clifton Park, NY
July 4, 2022



Total Production Cost: \$19,000.00

Opening:

200	1"-2"	<i>Assorted Comets, Mines and Effects</i>
30	3"	<i>Assorted Peony and Chrysanthemums (*See Exhibit A)</i>
10	3"	<i>Titanium Report</i>
4	4"	<i>Assorted Peony and Chrysanthemums (*See Exhibit A)</i>
4	5"	<i>Assorted Peony and Chrysanthemums (*See Exhibit A)</i>
3	6"	<i>Assorted Peony and Chrysanthemums (*See Exhibit A)</i>

Main Program (Body):

400	1"-2"	<i>Assorted Comets, Mines and Effects</i>
170	3"	<i>Assorted Peony, Chrysanthemums, Reports (*See Exhibit A)</i>
114	4"	<i>Assorted Peony and Chrysanthemums (*See Exhibit A)</i>
68	4"	<i>Assorted Fancy Effect Shells (*See Exhibit A)</i>
16	4"	<i>Brocade Crown, Brocade Crown with Strobing Pistils</i>
146	5"	<i>Assorted Fancy Effect Shells (*See Exhibit A)</i>
18	6"	<i>Assorted Fancy Effect Shells (*See Exhibit A)</i>

Grand Finale:

600	1"-2"	<i>Assorted Comets, Mines and Effects</i>
250	2.5"	<i>Assorted Peony and Chrysanthemums (*See Exhibit A)</i>
60	3"	<i>Assorted Peony and Chrysanthemums (*See Exhibit A)</i>
60	3"	<i>Color Crossettes/ Red and Blue and Silver Waves</i>
60	3"	<i>Brocade Crown Weeping Willows</i>
90	3"	<i>Titanium Reports</i>
24	4"	<i>Assorted Chrysanthemum and Peony (*See Exhibit A)</i>
20	4"	<i>Brocade Crown Weeping Willows</i>
16	5"	<i>Assorted Chrysanthemum and Peony (*See Exhibit A)</i>
4	5"	<i>Brocade Crown Weeping Willows</i>
6	6"	<i>Assorted Chrysanthemum and Peony (*See Exhibit A)</i>
3	6"	<i>Brocade Crown Weeping Willows</i>

Total Budget: \$19,000.00

Total Duration: 20 Minutes

Total Effects – 1"- 2" (Cakes/Comets/Mines)	1200
Total Aerial Display Shells - 2.5"	130
Total Aerial Display Shells - 3"	480
Total Aerial Display Shells - 4"	250
Total Aerial Display Shells - 5"	170
Total Aerial Display Shells - 6"	30

“Exhibit A”
Display Shell and Effect Descriptions

The following list is a reference of the shells and variety of effects that will be used in the display and corresponds to the pieces itemized in the proposal. We use our over 130 years of family experience to research, design and purchase the highest quality and largest selection of import products from China and Japan. We also use our manufacturing knowledge to perform rigorous quality and safety testing on all imported products. We reserve the right to modify the quantities, size allocations, based on any safety concerns present in or around the site including the analysis of wind carry of debris. Quantities may be modified based on substitution of products of a more expensive quality based on the final design of the program.

Multi-shot Cake Effects:

Effects Listed in the Cost proposal ranging from 88 shots to 665 shots are self-contained repeater units custom designed by Santore’s World Famous Fireworks and manufactured to the highest quality standards. Effects repeat in a variety of multiple angled simultaneously fan shapes, or elaborate zig-zagging wave configurations. Shots range from approx. 1 inch to 2 inches and create ground to sky coverage to be coordinated with aerial display shells.

The following List of Materials is a condensed version of our extensive library of effects that will be displayed in your program. Color combinations within individual effects as well as transformation color changing effects expand the list below to hundreds of varieties.

2 ½” -3” Assorted Color and Report Shells:

Red Peony	Flash Reports
White Peony	Spider Webs
Blue Peony	Aqua Peony
Red White And Blue Peony	Variiegated Chrysanthemums
Green Peony	Ring Patterns
Yellow Peony	Purple Peony
Titanium Reports	Golden Willow
Multi-Salutes	Crackling Chrysanthemum
Silver Peony	Rainbow Peony
Red and Blue Wave	Tiger Tails
Color Changing Peonies	Multi Color Combinations

4"-8" Assorted Color and Effects:

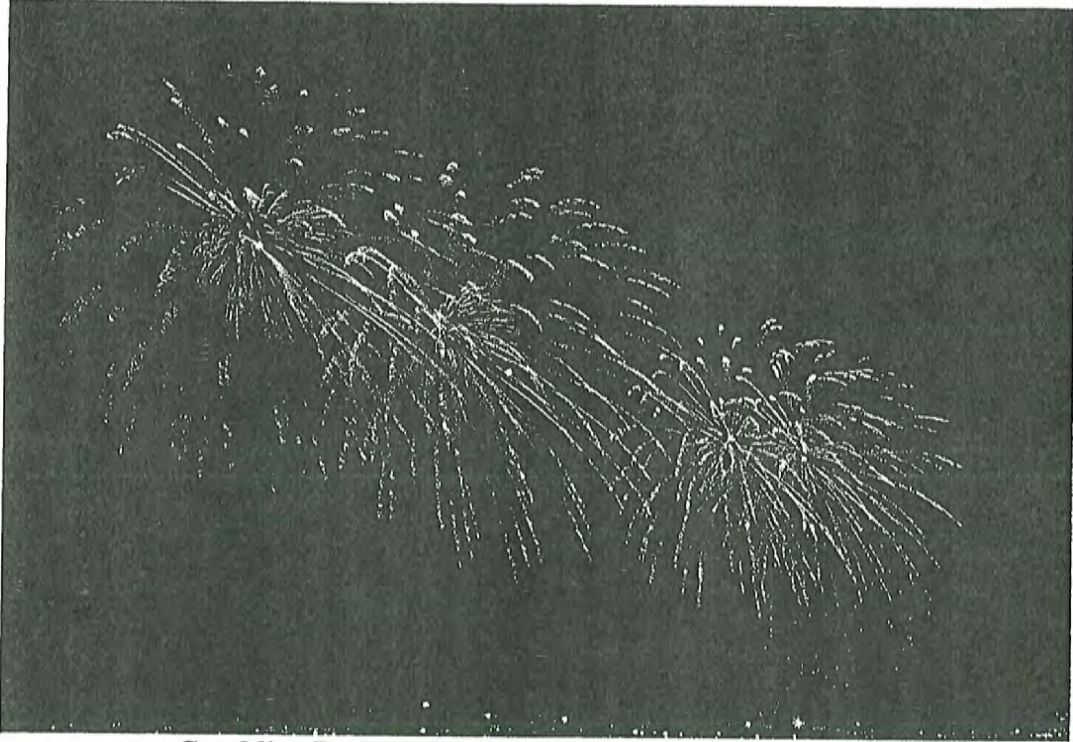
Red Peony
White Peony
Blue Peony
Red White And Blue Peony
Green Peony
Yellow Peony
Lemon Peony
Orange Peony
Aqua Peony
Rainbow Peony
Multi Color Combinations
Titanium Reports
Multi-Salutes
White Strobe
Red Strobe
Color Changing Peonies
Flash Reports
Spider Webs
Whistling Shells
Variegated Chrysanthemums
Wave Ring Patterns
Golden Strobe
Purple Peony

Golden Willow
Brocade Chrysanthemum
Crackling Chrysanthemum
Crackling Rain Willow
Tiger Tails
Red Wave
Green Wave
Colors w/Palm Core Centers
Peonies w/Fancy Center Pistils
Whistling Shells
Red Crossettes
Green Crossettes
Silver Palm Trees
Silver Crown c/c Green
Gold Kamuro c/c Blue
Red and Green Bees
Variegated Fish
Thousands of Crackling Flowers
Colors to Crackling
Dragon Eggs
Glittering Willows
Color & Timed Reports
Hummer Shells
Gold Flitter

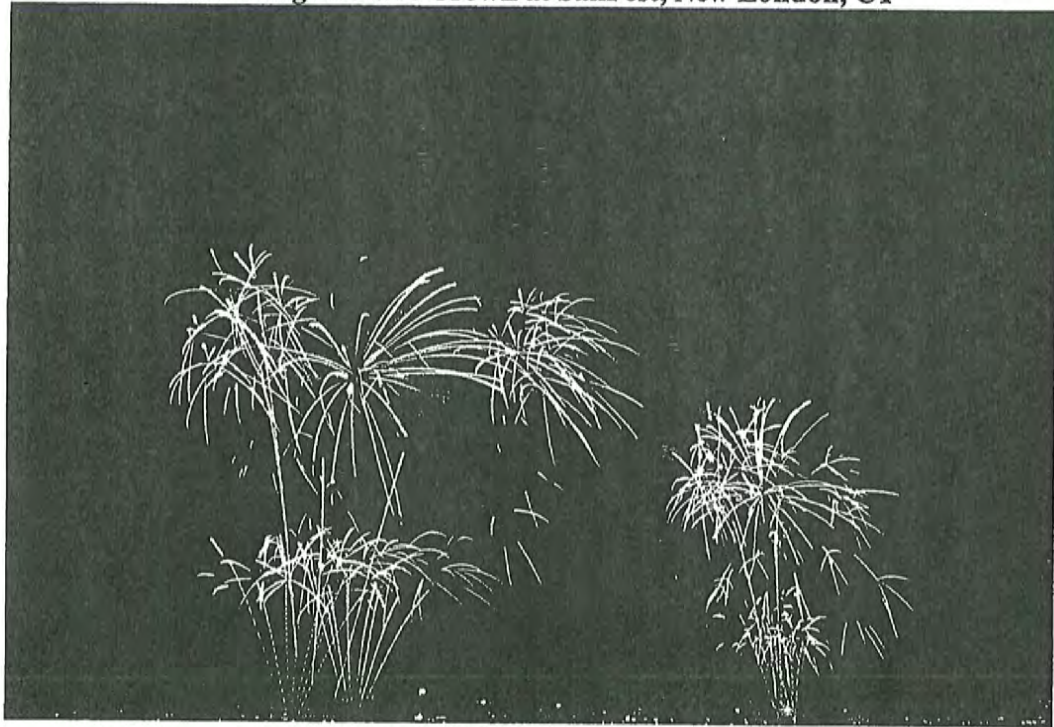
4"-8" Fancy Effect Shells

Smile Face Patterns
Heart Shape Patterns
Lemon Crossette w/Strobe Pistil
Variegated Strobes
Thousands of Flowers
Red Falling Leaves
Blue to White Flashing Willow
Half Red and Half Blue Peony
Green Coconut Tree
Aqua Crossette
Three Color Changing Peonies
Glittering Gold to Purple
Red and Blue Wave
Green and Blue Wave
White w/Red Pistil
Purple w/Green Pistil
Sky Waterfall
Silver Crossette
Crackling Crossette
Sea Blue Peony

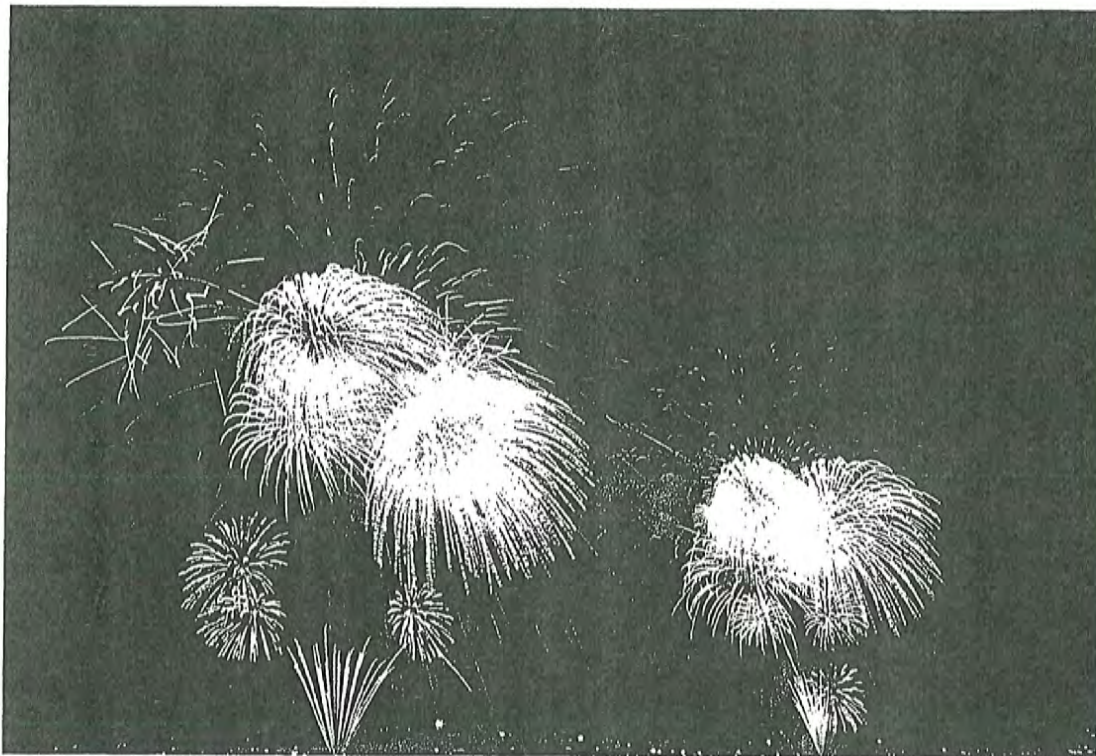
Killer Bees
Variegated Falling Leaves
Thousands of Red White & Blue
Four Color Changing Peonies
Aqua to Lemon w/Lemon to Aqua
Pistil
Lemon to Purple w/Purple to
Lemon Pistil
Red Dahlia w/White Strobe
Aqua Dahlia w/Red Strobe Pistil
Red to Silver Wave w/Blue Pistil
Nishiki Kamuro Niagra Falls
Reddish Gamboge to Green
Blue Circle with Twice Crackling
Pistil
Half Purple/Half Yellow Peony
Variegated Crossettes



Crackling Brocade Crown at SailFest, New London, CT



Variiegated Crossettes at SailFest, New London, CT



Blue Peony and White Strobes at SailFest, New London, CT



Purple Peony with Palm Tree Cores at SailFest, New London, CT

Contract

THIS CONTRACT ("Contract") is made on this 6th day of April, 2022, between SANTORE'S WORLD FAMOUS FIREWORKS, LLC, P.O. Box 687, Stillwater, NY 12170; hereinafter known as and designated as "SANTORE"; and Town of Clifton Park, having an address of One Town Hall Plaza, Clifton Park, NY 12065, hereinafter known as and designated as "CLIENT."

WITNESSETH: For and in consideration of all mutual covenants and agreements hereinafter entered into, the Party and Parties hereinafter agree to a Contract as follows:

1. "SANTORE" agrees to furnish CLIENT a fireworks display in compliance with State and Local regulations and in accordance with the attached proposal attached hereto and made a part hereof.
 - A. Display Date: July 4, 2022.
 - B. Display Location: A designated area of Clifton Commons.
 - C. Start Time of Display: 9:30 p.m.
 - D. Duration of Display: 20 minutes.
2. "SANTORE" agrees to pay all expenses for the freight and cartage for the said display, all necessary labor, equipment which shall include experienced and/or licensed Pyrotechnic Operators to discharge the said display in accordance with law.
3. "SANTORE" will provide proof of Workman's Compensation/Disability Insurance for its employees. 'SANTORE' also agrees to supply CLIENT insurance coverage in the amount of FIVE MILLION DOLLARS for public liability and/or property damage and vehicle insurance in the amount of FIVE MILLION DOLLARS. At least ten (10) days prior to the display date, "SANTORE" shall supply to CLIENT a Certificate of Insurance showing CLIENT as the Certificate Holder.
4. CLIENT will procure and/or provide the following
 - A) A safe and secure (as reasonably defined and approved by SANTORE and local officials) firing site which meets the minimum safety distance factors established by State and local laws and NFPA codes;
 - B) Police protection adequate to maintain said distance factors;
 - C) All necessary permits at own expense;
 - D) Sand (as required); N/A
 - E) Barges, tugs, and marine/barge insurance; N/A
 - F) Communications equipment; N/A
 - G) Security, including crowd control;
 - H) Standby fireman and equipment;
 - I) A safe and secure loading facility for set up of pyrotechnics;
 - J) Next day clean up(s) of site;

5. HOLD HARMLESS

CLIENT agrees to hold harmless **"SANTORE"** of all and any claims, legal fees incurred outside the operations or control of **"SANTORE."** **"SANTORE"** agrees to hold harmless **CLIENT** from all claims and legal fees incurred from the direct operations of **"SANTORE."** Any damage resulting from failure of **CLIENT** to procure and/or provide the above-listed items in part 4. shall be the sole responsibility of **CLIENT**, and no claim shall be made against **"SANTORE"**; this includes personal injury or damage to non-fire-resistant tents, motor vehicles, boats, vending carts, temporary or permanent structures, or other personal property. Furthermore, **"SANTORE"** is not liable for crowd behavior before, during, or after the display; it is the full responsibility of **CLIENT**.

6. POSTPONEMENT

Every reasonable effort will be made to conduct the display(s) despite weather. Should weather prove unfavorable on the date listed in Section 1 (above), the display may, upon agreement of both parties, be postponed until next clear evening. Such postponement shall be decided upon and notice given **"SANTORE"** no later than one o'clock p.m. on the date listed on Section 2 (above). **CLIENT** is responsible for additional expenses incurred by **"SANTORE"** due to postponement; these include additional labor, meals, hotels, transportation, telephone, and, where applicable, airfare; total of said additional expenses shall not exceed **10%** of the contract price.

7. CANCELLATION

If, due to inclement weather or other acts of **God**, the display(s) is (are) canceled without rescheduling, **CLIENT** agrees to pay **"SANTORE"** **50%** of the total contract price forthwith upon cancellation. Should **CLIENT** cancel the contract unilaterally, for other reasons and without rescheduling, **CLIENT** agrees to pay **"SANTORE"** liquidated damages of **100%** of the total contract price forthwith upon cancellation. In either case, the sum will be deducted from **CLIENT's** paid deposit (see next paragraph), and **"SANTORE"** will refund the balance (if any) of said deposit within ten (10) working days. **If CLIENT reschedules the display within six (6) months of cancelled display date (July 3rd, 4th and 5th are blackout dates unless specifically agreed in writing by the parties); the above information is not applicable.**

8. PAYMENT

Notwithstanding anything to the contrary, the total cost to be paid by **CLIENT** is **\$19,000.00** for all matters relative to the pyrotechnic production(s) and display(s) under this agreement. Payment to be as follows: A **50%** deposit is due upon signing of contract. The balance of the contract is due upon completion of the display. A service charge of **2%** per month, compounded monthly, will be added to all accounts over 30 days past due. **CLIENT** agrees to pay attorney's fees and costs if **SANTORE** needs to retain an attorney to enforce collection of this account.

9. CLIENT agrees that any publicity, media coverage, announcements, and advertising shall name **SANTORE'S WORLD FAMOUS FIREWORKS, LLC**, as the primary Contractor for the said display.

10. CLIENT agrees and understands that this agreement is being entered to in Saratoga County, New York, and thus be construed in accordance with the laws of New York State. In the event of any dispute whatsoever with regard to the meaning, interpretation, and/or enforcement of this agreement, it will be decided in Saratoga County, New York.

SANTORE'S WORLD FAMOUS FIREWORKS, LLC

Jeffrey M. Ward 4.06.2022

By: Jeffrey M. Ward

**Phil Barrett, Supervisor
Town of Clifton Park**

By: _____

Client Contact Information

Name: _____
Address: _____
Phone No.: _____
Cell Phone: _____
E-Mail _____

Representative for Date of Show

Name: _____
Cell Phone: _____
E-Mail _____

Resolution No. _____ of 2022, a resolution awarding a bid to Vital Sign & Graphics for the purchase and installation of new entrance signs for locations at Exits 8, 9, and 10.

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

WHEREAS, quotes were received for the purchase and installation of (3) entrance signs into the Town from Northway Exits 8, 9, and 10, and

WHEREAS, bids were received and opened on April 15, 2022, and

WHEREAS, Vital Signa and Graphics, submitted the sole bid in the amount of \$34,185.00 for the entrance signs, and

WHEREAS, Daniel Clemens, Director of Buildings, Parks, and Recreation advises that the price bid is reasonable for the work and recommends accepting the bid which was submitted by Vital Sign & Graphics, 251 Saratoga St., Cohoes, New York; now, therefore, be it

RESOLVED, that the Town Board accepts the quote of Vital Sign & Graphics for the purchase and installation of (3) Town entrance signs in an amount not to exceed \$34,185.00, to be paid from A-914 unassigned fund balance with a transfer to A-8510 (General Fund – Community Beautification – Equipment).

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, April 19, 2022 12:58 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 05-02-2022 Buildings & Grounds
Attachments: 625eea0f786b8-Town Entrance Signs Bid Results 04.15.2022.pdf; 625eea0f78ba0-TOWN ENTRANCE SIGN BID DUE 4-15-2022.docx

An item has been submitted to the Resolution Request form for review.

Department: **Buildings & Grounds**
Your email: **dclemens@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **P,Barrett**

Requested Meeting Date: **05-02-2022**

Brief Description: **Hire Vital Sign & Graphics to build and install 3 new entrance signs, exits 8, 9, and 10 locations per sealed bid results 4/15/22**

Budget #: **??**
Budget Description:
\$ Amount: **34,185**

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

TOWN ENTRANCE SIGNS BID 4/15/2022 2PM

COMPANY NAME	LUMP SUM TOTAL BID AMOUNT
Vital Sign & Graphics 251 Saratoga St., Cohoes, NY	\$34,185



251 SARATOGA STREET | COHUES, NY 12047

COMPLETE
SIGN
Service

518.237.8372
VitalSignAndGraphics.com

Proposal

PROPOSAL SUBMITTED TO **DAN CLEMENS**

COMPANY **TOWN OF CLIFTON PARK**

DATE **4/6/22** DATE OF BID: **4/15/22**

JOB NAME **TOCP Entrance Signs**

SCOPE OF WORK ESTIMATE

PROPOSED PROJECT

COST

Non-Illuminated 93"x52"x13"
.080 Aluminum Sign Box
Painted to Spec Color - Rounded Top
with stud mounted .5" Painted White PVC Rasied Letters

Non-Illuminated 102"x27"x18"
.080 Aluminum Sign Box Painted Black
with stud mounted .5" Painted White PVC Raised Letters

Sign Base
.125" aluminum panel sign base with 2" angle iron interior frame
120"x32"x24" with 60"x24" Pillar
GenStone Polyurethane Panels Glued to Exterior of Base and Pillar
Product & Color: GenStone Stacked Stone - Vanilla Bean
3" GenStone Cap - Vanilla Bean

4"x4" 3/16" thick Steel Poles
Direct Burial 36" Deep - Concrete Fill - 4000psi

SUBTOTAL \$11,395 each

TAX (.08) IF APPLICABLE

TOTAL FOR 3 SIGNS \$34,185.00

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within _____ 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 above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Date of Acceptance: _____

Signature _____



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 sealed bids from qualified entities for new Town entrance signs located in Clifton Park NY 12065.

Scope of work is as follows but not limited to:

Supply and install three (3) new entrance signs, one at exit 8, exit 9 and exit 10.

All three signs are to be built to attached design and specification.

Non-Illuminated 93"x52"x13"

.080 Aluminum Sign Box

Painted to Spec Color - Rounded Top

with stud mounted .5" Painted White PVC Raised Letters

Non-Illuminated 102"x27"x18"

.080 Aluminum Sign Box Painted Black

with stud mounted .5" Painted White PVC Raised Letters

Sign Base

.125" aluminum panel sign base with 2" angle iron interior frame

120"x32"x24" with 60"x24" Pillar

GenStone Polyurethane Panels Glued to Exterior of Base and Pillar

Product & Color: GenStone Stacked Stone - Vanilla Bean

3" GenStone Cap - Vanilla Bean

4"x4" 3/16" thick Steel Poles

Direct Burial 36" Deep - Concrete Fill - 4000psi

Dispose of all waste properly

The Town will remove old signs and rough grade area for installation.

The Town will take care of any permits required; inspections are the responsibility of the contractor.

Contractor is required to get underground utility locations.

Bid specs will be available at www.cliftonpark.org Town Clerk Bulletin Board or can be picked up at the Town Clerk's Office, 1 Town Hall Plaza or by emailing Town Clerk Teresa Brobston: tbrobston@cliftonpark.org.

Sealed bids must be received at the Town Clerk's Office at One Town Hall Plaza, Clifton Park, NY 12065, by 2:00 PM on Friday April 15, 2022, at which time bids will be publicly opened. Please identify your bid as "Entrance Signs."

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 all quotes.

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

For information contact Dan Clemens, Director of Buildings, Parks and Recreation at dclemens@cliftonpark.org 518-371-6651 ext. 248

Resolution No. _____ of 2022, a resolution awarding a bid to Continuum Renewables, LLC for the installation of a new dumpster enclosure for the Transfer Station.

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

WHEREAS, the Buildings & Grounds Department solicited sealed bids for a project to install a concrete slab for the recycling building and a wooden structure for C&D Building #4, pursuant to Section 103 of the General Municipal Law, and

WHEREAS, bids were received and opened on April 5, 2022, and

WHEREAS, Continuum Renewables LLC submitted the lowest bid in the amount of \$75,500 for both projects, and

WHEREAS, Daniel Clemens, Director of Buildings, Parks, and Recreation has reviewed the documentation and recommends accepting the bid which was submitted by Continuum Renewables, LLC, 69 Oliver Street, Cohoes, New York; now, therefore, be it

RESOLVED, that the Town Board accepts the bid of Continuum Renewables for the installation of a concrete pad for the recycling area and construction of C&D Building #4 in a total amount not to exceed \$75,500.00, to be paid from A-914 unassigned fund balance with a transfer to A-8160-200 (General Fund – Transfer Station – Equipment).

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, April 19, 2022 1:16 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 05-02-2022 Buildings & Grounds
Attachments: 625eee2f811cc-Transfer Station Building #4 Bid.docx; 625eee2f8161e-Recycling Station Plans #4 3.4.22.pdf; 625eee2f87e59-BLDG#4 bid results packet 4.22.pdf

An item has been submitted to the Resolution Request form for review.

Department: **Buildings & Grounds**
Your email: **dclemens@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **P.Barrett**

Requested Meeting Date: **05-02-2022**

Brief Description: **Hire Continuum Renewables LLC for the construction of a new C&D building at the transfer station**

Budget #: **A-8160-200**
Budget Description: **CTS - Equipment**
\$ Amount: **75,500**

Additional Comments/Details: **a budget transfer will be needed**

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

CTS BUILDING #4 RECYCLING STATION BID

4/5/22 @ 2PM

Company Name	New C & D Building #4	Concrete Slab existing recycling building
Stephen Miller GC	\$ 116,745	\$ 16,224
Miller Construction Co.	\$ 152,824	\$ 6,833
Continuum Renewables LLC	\$ 69,000	\$ 6,500



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 sealed bids from qualified entities for construction of a dumpster enclosure located at The Clifton Park Transfer Station, 217 Vischer Ferry Road, Clifton Park NY 12065.

Scope of work is as follows but not limited to:

Supply all materials and labor to build concrete and wooden structure (C&D building #4) according to plans dated January 2022, sheets 1-6.

Supply all materials and labor to pour a concrete floor under existing recycling building #4 to match slab specs included in the new building plans. (sheet 2)

Contractor is responsible for scheduling all required inspections.

Dispose of all waste properly

The Town will do all demolition required.

The Town will supply any permits needed.

The Town will do all painting and finishing.

The Town will do all electric work needed.

The Town will grade all elevated areas around structure

The Town will construct loading ramp

Please submit bids using bid form provided.

A copy of the bid specs can be picked up at the clerk's office, 1 Town Hall Plaza or by emailing Teresa Brobston: tbrobston@cliftonpark.org

If you would like to do a site visit, please contact Don McCune at dmccune@cliftonpark.org 518-469-0904

Sealed bids must be received at the Town Clerk's Office at One Town Hall Plaza, Clifton Park, NY 12065, by 2:00 PM on Tuesday April 5, 2022 at which time bids will be opened. Please identify your bid as "Transfer Station Building #4".

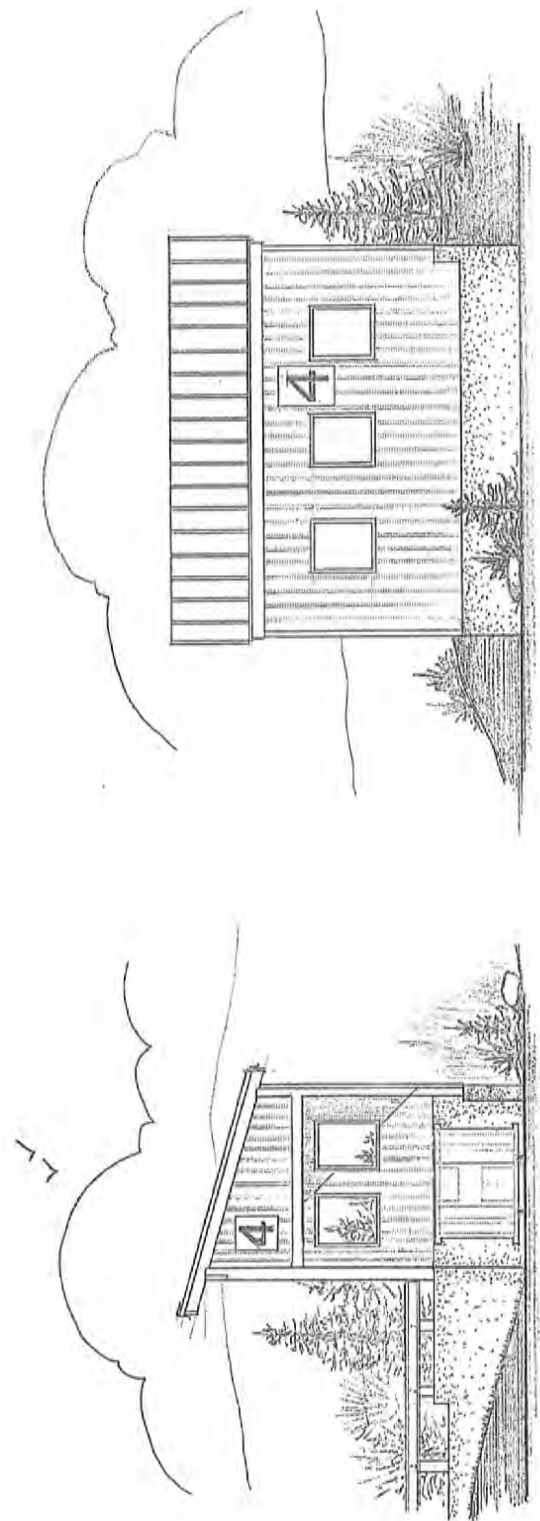
The Town requires proof of Liability Insurance with One Million Dollars naming the Town as an additional insured, as well as appropriate Workers Compensation Insurance and automobile insurance.

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 bids.

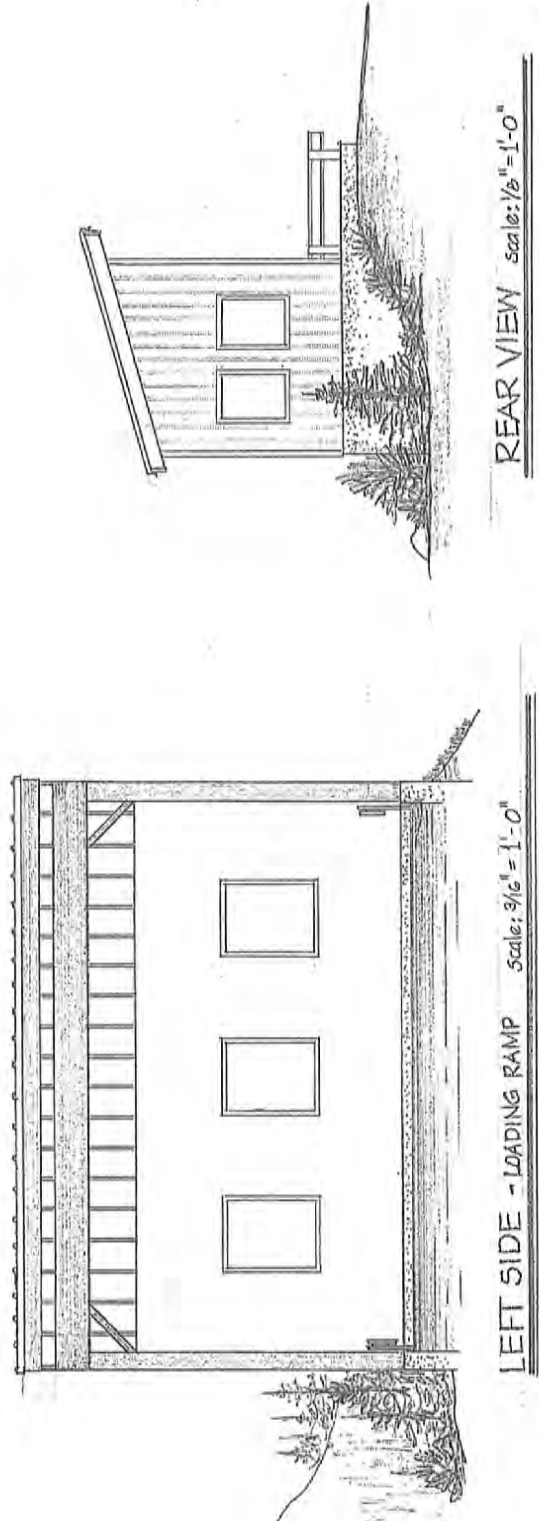
The Town of Clifton Park reserves the right to require a performance bond. This bid document is available at www.cliftonpark.org under the government tab. Select request for bid & proposals from drop down menu.

For information contact Dan Clemens, Director of Buildings, Parks and Recreation at dclemens@cliftonpark.org 518-371-6651 ext. 248

PREPARED BY BUILDING DEPARTMENT TOWN OF CLIFTON PARK  Saratoga County, New York		DRAWN BY: MSK DATE: Jan. 2022 SCALE: AS SHOWN DRAWING: 22001	SHEET 1
		ELEVATIONS	



FRONT VIEW scale: 1/8" = 1'-0"



LEFT SIDE - LOADING RAMP scale: 3/16" = 1'-0"

RIGHT SIDE scale: 1/8" = 1'-0"

REAR VIEW scale: 1/8" = 1'-0"

PREPARED BY

BUILDING DEPARTMENT
TOWN OF
CLIFTON PARK



Saratoga County, New York



DRAWING:
22001

SCALE:
AS SHOWN

DATE:
Jan. 2022

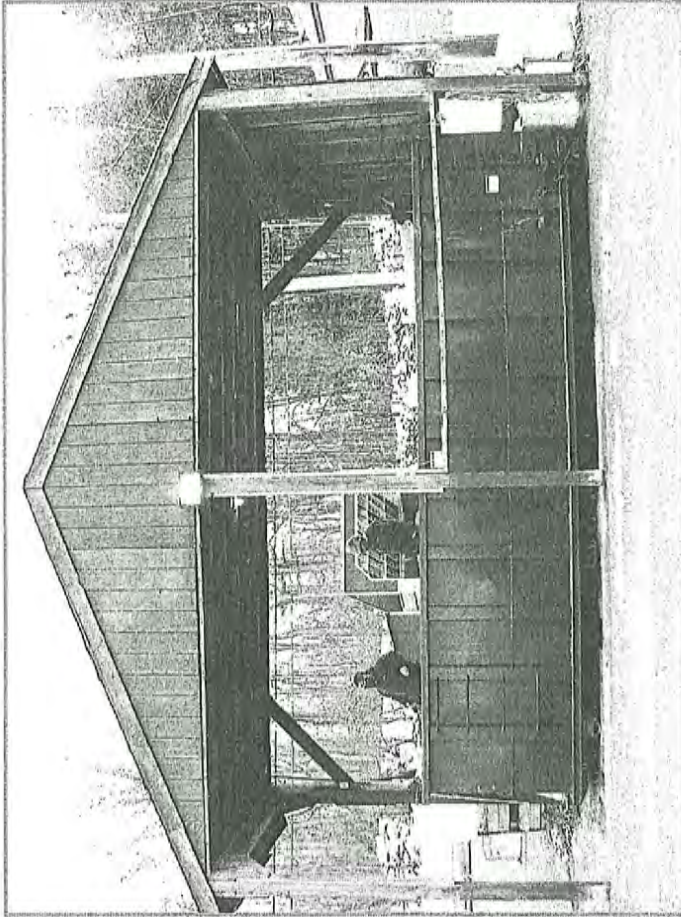
DRAWN BY:
MSK

Proposed Recycling Station #4
TRANSFER STATION
Vischer Ferry Road, Town of Clifton Park, New York

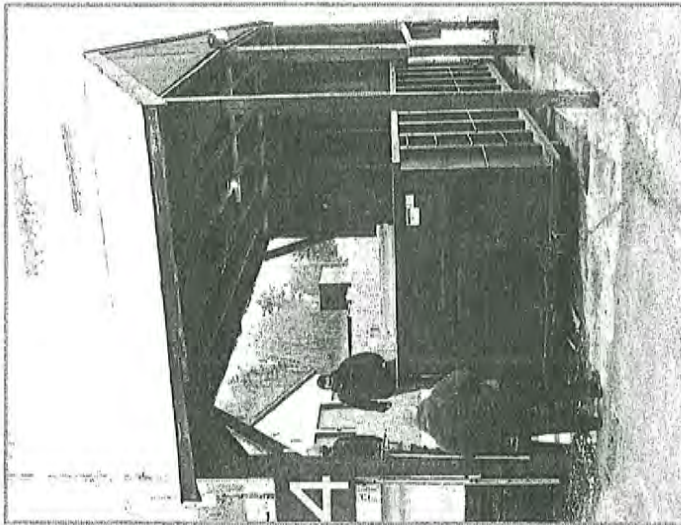
EXISTING CONDITIONS

SHEET

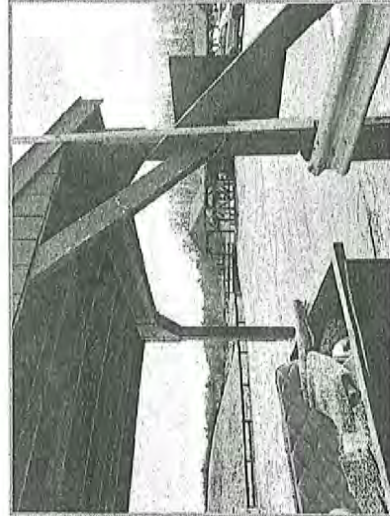
1A



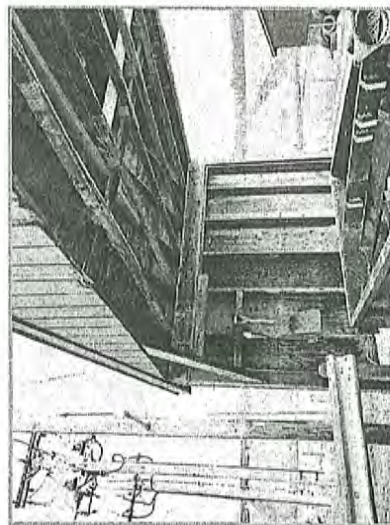
FRONT OF EXISTING RECYCLING STATION #4



RIGHT SIDE OF EXISTING STATION #4



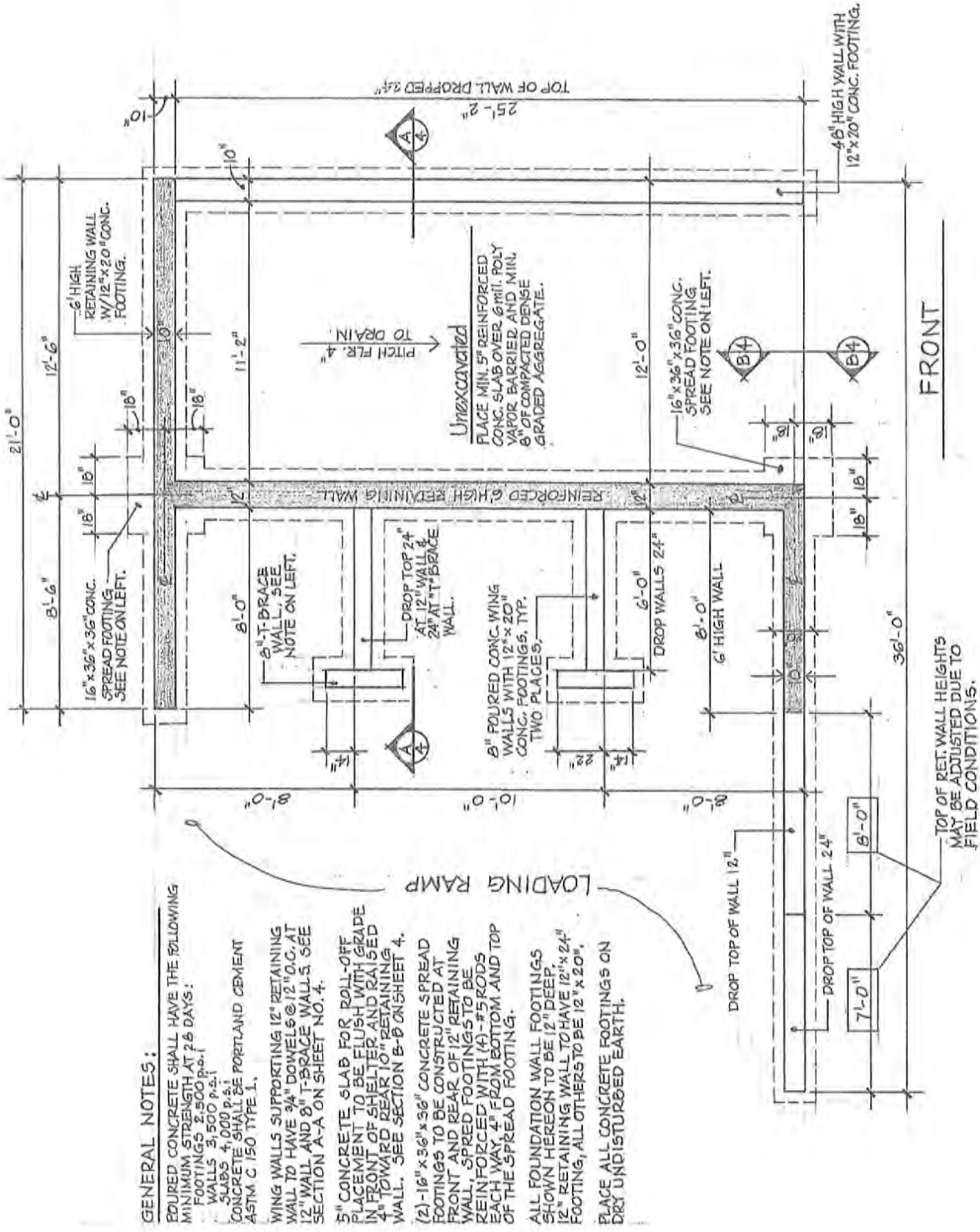
FRONT-RIGHT SIDE LOOKING FROM LOADING RAMP



REAR-LEFT SIDE LOOKING FROM LADING RAMP

NOTES to Contractor

EXISTING STRUCTURE SHOWN HEREON TO BE DEMOLISHED BY THE TOWN OF CLIFTON PARK. DEMOLITION TO INCLUDE REMOVAL OF WOOD STRUCTURE, LOADING RAMP RETAINING WALL AND PORTION OF THE LOADING RAMP. SITE TO BE PREPARED AND READY FOR NEW EXCAVATION AND ERECTION OF THE FACILITY SHOWN ON FOLLOWING CONSTRUCTION PLANS.
ALSO NOTE THAT AFTER CNSTRUCTION OF THE STATION IS COMPLETED, TOWN OF CLIFTON PARK WILL PAINT ENTIRE STRUCTURE, GRADE ALL ELEVATED AREAS AROUND THE ENTIRE STRUCTURE AND RE-CONSTRUCT THE LOADING RAMP TO INCLUDE GRAVEL AND BLACKTOP PAVING.



GENERAL NOTES:

POURED CONCRETE SHALL HAVE THE FOLLOWING MINIMUM STRENGTH AT 28 DAYS:
 - FOOTINGS 2,500 P.S.I.
 - WALLS 3,150 P.S.I.
 - SLABS 4,000 P.S.I.
 CONCRETE SHALL BE PORTLAND CEMENT ASTM C 150 TYPE I.

WING WALLS SUPPORTING 12" RETAINING WALL TO HAVE 3/4" DOWELS @ 12" O.C. AT 12" WALL AND 8" T-BRACE WALLS. SEE SECTION A-A ON SHEET NO. 4.

5" CONCRETE SLAB FOR ROLL-OFF PLACEMENT TO BE FLUSH WITH GRADE IN FRONT OF SHELTER AND RAISED 4" TOWARD REAR 10" RETAINING WALL. SEE SECTION B-B ON SHEET 4.

(2) 16" x 36" x 36" CONCRETE SPREAD FOOTINGS TO BE CONSTRUCTED AT FRONT AND REAR OF 12" RETAINING WALL. SPREAD FOOTINGS TO BE REINFORCED WITH (4) #5 RODS EACH WAY, 4" FROM BOTTOM AND TOP OF THE SPREAD FOOTING.

ALL FOUNDATION WALL FOOTINGS SHOWN HEREON TO BE 12" DEEP. 12" RETAINING WALL TO HAVE 12" x 24" FOOTING, ALL OTHERS TO BE 12" x 20". PLACE ALL CONCRETE FOOTINGS ON DRY UNDISTURBED EARTH.

TOP OF RET. WALL HEIGHTS MAY BE ADJUSTED DUE TO FIELD CONDITIONS.

PREPARED BY

BUILDING DEPARTMENT
TOWN OF
CLIFTON PARK



Saratoga County, New York



DRAWING:
22001

SCALE:
AS SHOWN

DATE:
Jan. 2022

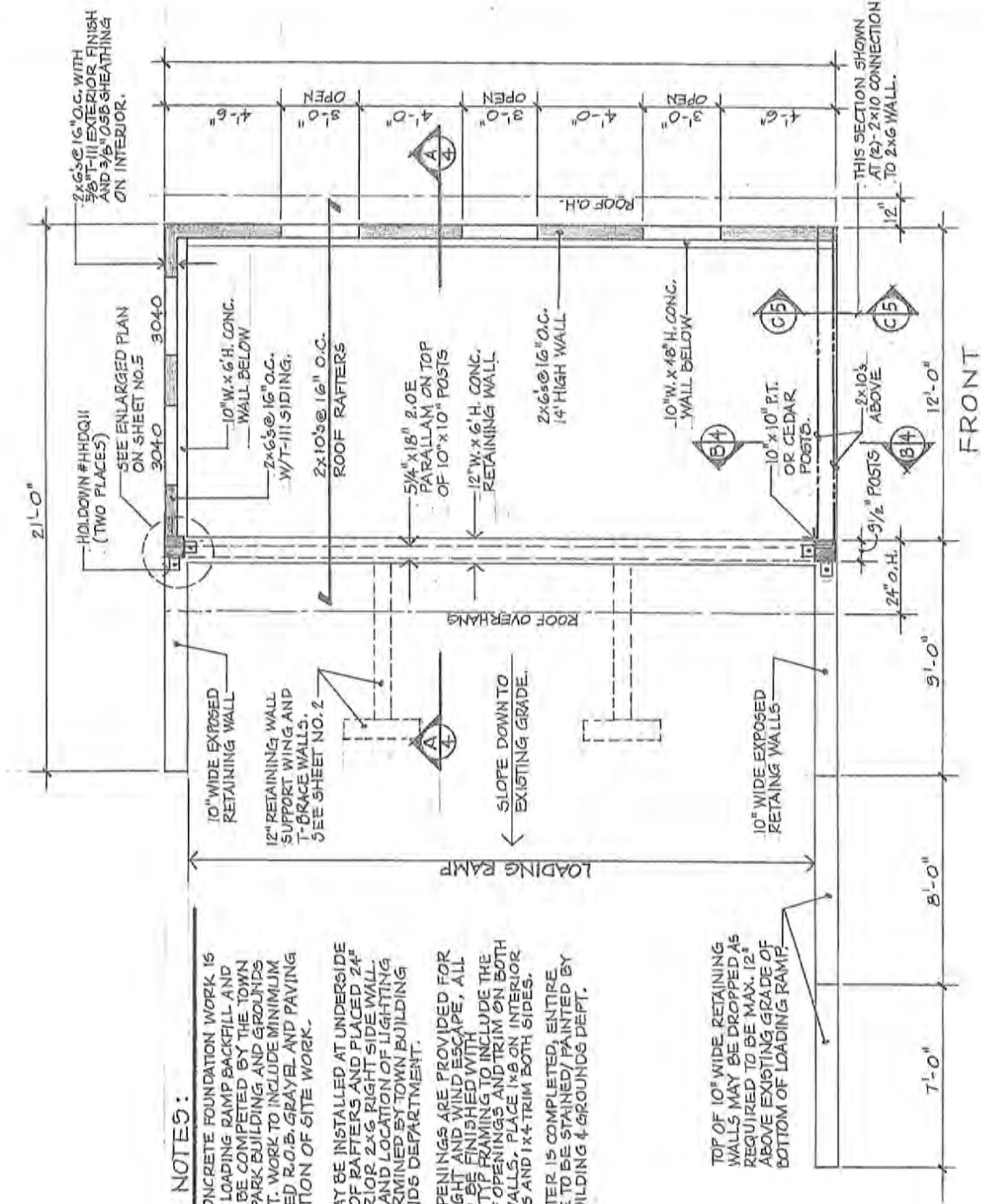
DRAWN BY:
MSK

Proposed Recycling Station #4
TRANSFER STATION
Vischer Ferry Road, Town of Clifton Park, New York

FRAMING PLAN

SHEET

3



FRAMING NOTES:

AFTER ALL CONCRETE FOUNDATION WORK IS COMPLETED, LOADING RAMP BACKFILL AND GRADING TO BE COMPLETED BY THE TOWN OF CLIFTON PARK BUILDING AND GROUNDS DEPARTMENT. WORK TO INCLUDE MINIMUM 12" COMPACTED R.O.B. GRAVEL AND PAVING AT COMPLETION OF SITE WORK.

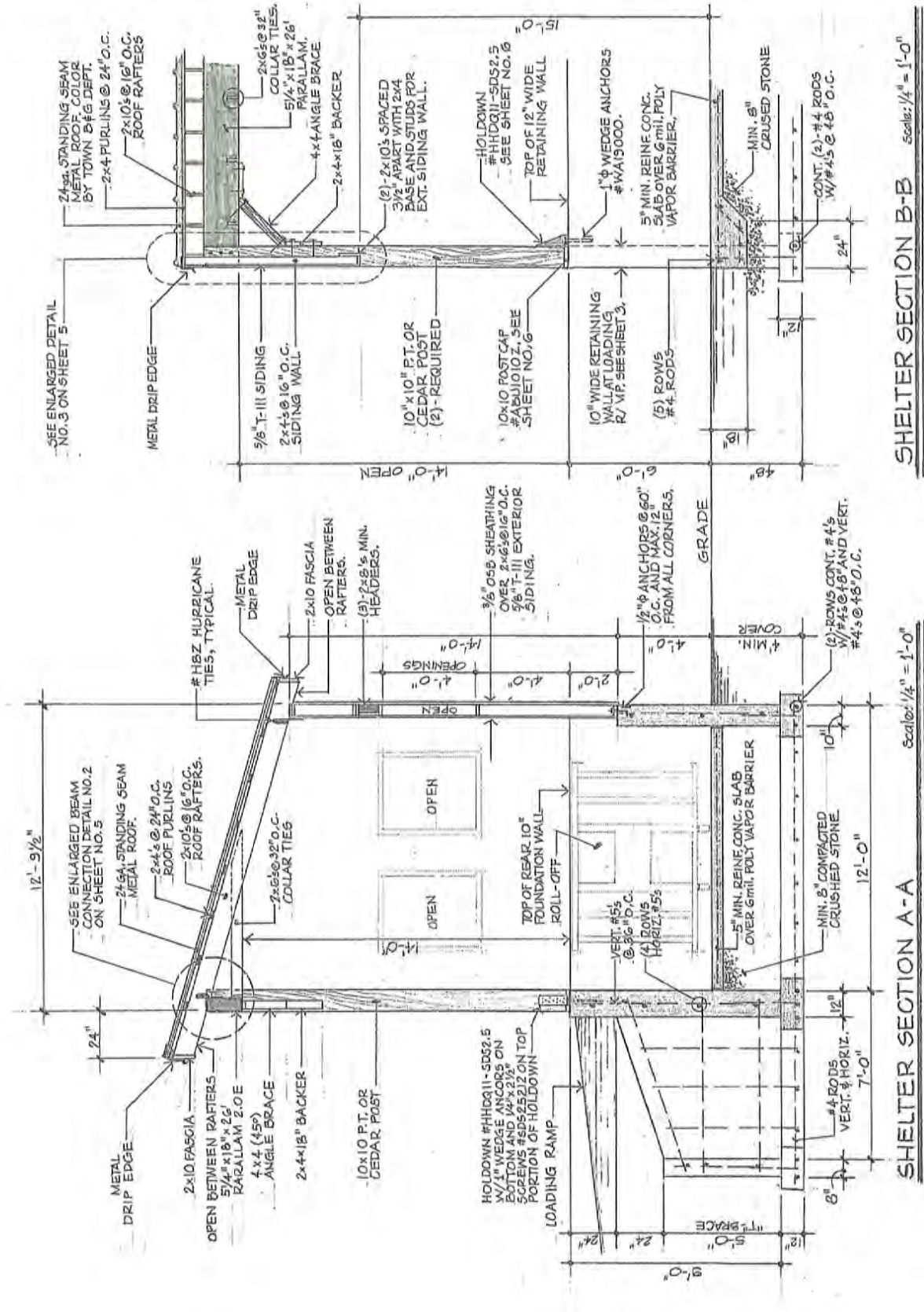
LIGHTING MAY BE INSTALLED AT UNDERSIDE OF 2x10 ROOF RAFTERS AND PLACED 24" FROM INTERIOR 2x6 RIGHT SIDE WALL. FINAL TYPE AND LOCATION OF LIGHTING TO BE DETERMINED BY TOWN BUILDING AND GROUNDS DEPARTMENT.

FIVE 3'x4' OPENINGS ARE PROVIDED FOR NATURAL LIGHT AND WILD ESCAPE. ALL OPENINGS TO BE FINISHED WITH COMPOSITE DECK FRAMING TO INCLUDE THE INTERIOR OF OPENINGS AND TRIM ON BOTH SIDES OF WALLS. PLACING ON INTERIOR OF OPENINGS AND 1x4 TRIM BOTH SIDES.

WHEN SHELTER IS COMPLETED, ENTIRE STRUCTURE TO BE STAINED/PAINTED BY THE TOWN BUILDING & GROUNDS DEPT.

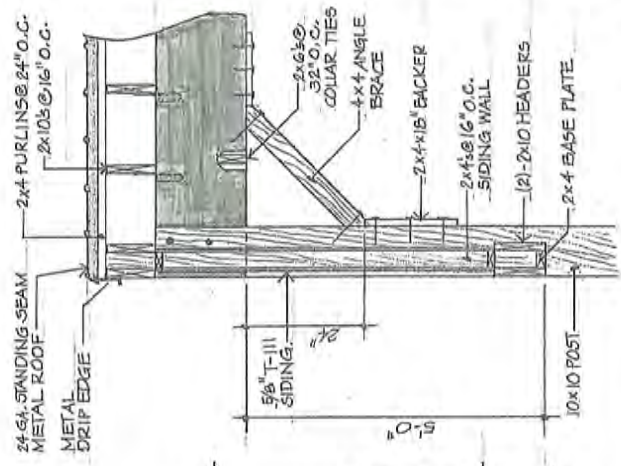
TOP OF 10" WIDE RETAINING WALLS MAY BE DROPPED AS REQUIRED TO BE MAX. 12" ABOVE EXISTING GRADE OF BOTTOM OF LOADING RAMP.

FRONT

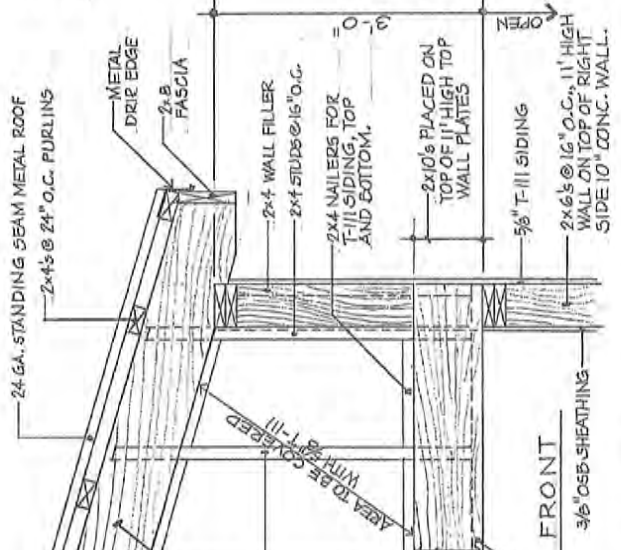


SHELTER SECTION B-B Scale: 1/4" = 1'-0"

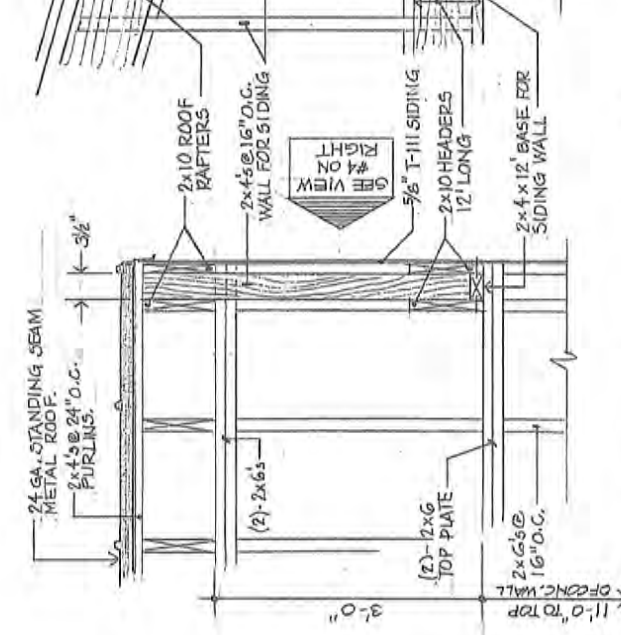
SHELTER SECTION A-A Scale: 1/4" = 1'-0"



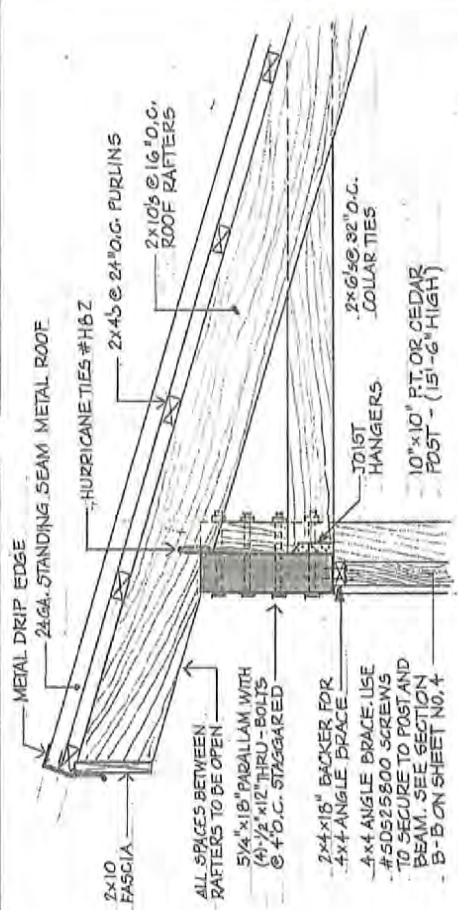
DETAIL NO. 3 scale: 1/2" = 1'-0"



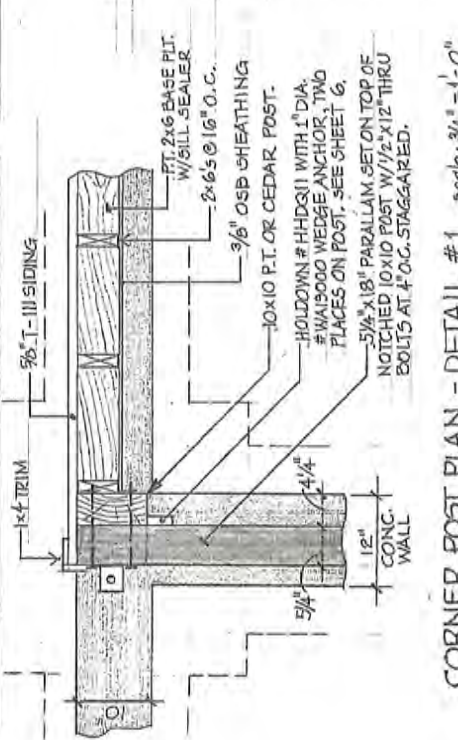
FRONT RIGHT ENDWALL VIEW # 4 scale: 3/4" = 1'-0"



WALL SECTION C-C scale: 3/4" = 1'-0"



CORNER POST PLAN - DETAIL # 1 scale: 3/4" = 1'-0"



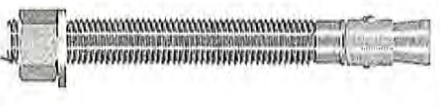
ROOF AND BEAM DETAIL NO. 2 scale: 3/4" = 1'-0"



CONCEALED JOIST HANGER #HJ100 FOR 2X10. USE 505 1/2" X 2 1/2" HEAVY DUTY CONNECTOR SCREWS SHOWN BELOW. USED TO CONNECT (2)-2X10'S TO 10X10 POST AT FRONT LEFT LOCATION



HURRICANE TIE #H8Z 1 1/2" X 8" HIGH USED ON ALL 2"X10" ROOF RAFTERS



WEDGE ANCHOR #WAL9000 USED TO SECURE HOLDOWNS SHOWN ON THE RIGHT. FOUR WEDGE ANCHORS REQUIRED. SEE SECTION A-A ON SHEET NO. 4



HOLDOWN #HHDQ11-SD52LS USED ON 10"X10" POSTS. 2/PER POST. USE 1" WEDGE ANCHORS AT BASE AND 1/4"X2 1/2" SD5 SCREWS ON TOP PORTION. SEE SECTION A-A ON SHEET NO. 4



POST CAP #ABU1010Z USED UNDER TWO 10"X10" POSTS.



1/2" X 8" SCREW #D5025800 USED TO SECURE 4" X 4" ANGLE BRACES AT TWO 10" X 10" POSTS. SEE SECTION B-B ON SHEET NO. 4 AND DETAIL NO. 3 ON SHEET NO. 5



1/2" X 2 1/2" SCREW #D5052511Z USED ON TOP PORTION OF HOLDOWN SHOWN ABOVE. ALSO USED ON 2" X 4" 138" BACKER USED TO SUPPORT 45 DEGREE ANGLE BRACES AT 10" X 10" POSTS. SEE DETAIL NO. 3 ON SHEET NO. 5

GENERAL NOTES

- 1) THE CONTRACTOR SHALL APPLY FOR AND PROPERLY POST REQUIRED BUILDING PERMITS AS WELL AS ARRANGE FOR ALL INSPECTIONS BY THE LOCAL BUILDING DEPARTMENT AND/OR ANY OTHER AGENCY HAVING JURISDICTION.
- 2) ALL CONSTRUCTION SHALL CONFORM TO APPLICABLE STATE/LOCAL BUILDING CODE REQUIREMENTS AND SHALL BE IN ACCORDANCE WITH THE RESIDENTIAL CODE OF NEW YORK STATE.
- 3) CONTRACTORS SHALL PERFORM ALL MISC. REMOVALS, MODIFICATIONS, CONSTRUCTION AND CLEANUP REQUIRED TO COMPLETE THE GENERAL SCOPE OF THIS PROJECT.
- 4) CONTRACTOR SHALL PROVIDE ALL REQUIRED MATERIAL AND COMPONENTS NECESSARY, (SUCH AS NAILS, SCREWS, SEALANT, FLASHING ETC...) TO PROVIDE A STRUCTURALLY SOUND AND WEATHER TIGHT BUILDING.
- 5) CONTRACTOR IS RESPONSIBLE FOR ALL MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES AND SAFETY PRECAUTIONS IN CONNECTION WITH THE WORK.
- 6) CONTRACTORS SHALL INDEMNIFY THE OWNER AND HIS AGENTS THROUGH ADEQUATE INSURANCE COVERAGE AGAINST ANY CLAIMS ARISING FROM INJURIES DURING CONSTRUCTION OR FAILURE TO MAINTAIN SAFE CONDITIONS ON THE CONSTRUCTION SITE.
- 7) CONTRACTOR SHALL VERIFY ALL CONDITIONS, DIMENSIONS, ROUGH-OPENING SIZE, ROOF PITCHES, ETC., AT THE SITE PRIOR TO BEGINNING CONSTRUCTION. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES AND/OR DEVIATION FROM THESE DRAWINGS FOR REVIEW AND/OR CORRECTION BEFORE PROCEEDING WITH WORK. CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR ERROR WHICH ARE NOT REPORTED.
- 8) UNAUTHORIZED ALTERATIONS TO THESE DRAWINGS IS A VIOLATION OF NYS EDUCATION LAW ARTICLE 145, SECTION 7209.
- 9) DIMENSIONS ARE GIVEN FROM FACE OF EXTERIOR FRAMING TO FACE OF INTERIOR FRAMING (TYPICALLY) UNLESS NOTED OTHERWISE. DO NOT SCALE DRAWINGS FOR DIMENSIONS. DIMENSIONS SHALL BE READ OR CALCULATED AND SHALL BE FIELD VERIFIED BY THE BUILDER.
- 10) ANY STRUCTURAL MEMBER SUBJECT TO CUTTING, DRILLING OR NOTCHING SHALL BE REINFORCED, REPAIRED AND / OR REPLACED, AND LEFT IN A SAFE, STRUCTURALLY SOUND CONDITION IN ACCORDANCE WITH THE REQUIREMENTS OF THE NYS BUILDING CODE.
- 11) ALL ELECTRICAL WORK SHALL CONFORM TO THE NATIONAL ELECTRICAL CODE REQUIREMENTS.
- 12) ALL PLUMBING SHALL BE INSTALLED PER STATE PLUMBING CODE AND ALL APPLICABLE LOCAL PLUMBING REGULATIONS.
- 13) DESIGN LOADS: 1st FLOOR LOAD 50 PSF, 2nd FLOOR LOAD 40 PSF, ROOF LIVE LOADS 65 PSF, WIND LOADS (EAVES) 115 mph, WALLS LIVE LOAD 15 PSF
- 14) STANDARD FRAMING LUMBER SHALL BE NO. 2 EASTERN WHITE PINE (OR BETTER), WITH FB-950 PSI AND E = 1,100,000 PSI
- 15) METAL CONNECTORS SHALL NOT BE LESS THAN 0.036" THICK, COATED THICKNESS. GALVANIZED SHEET STEEL. ASTM A 446, GRADE A COATING G60.
- 16) MICROLAM LUMBER SHALL BE STRUCTURALLY RATED AS FOLLOWS: FB = 2500 PSI, E = 2,000,000 PSI
- 17) INSTALL 2X4 SOLID WOOD BLOCKING AT MID HEIGHT OF ALL WALLS OVER 8' IN HEIGHT.
- 18) INSTALL DOUBLE FLOOR JOISTS UNDER PARALLEL PARTITIONS & OR MORE IN LENGTH.
- 19) ALL COLUMNS AND OTHER SOLID FRAMING SHALL EXTEND DOWN THROUGH ALL LEVELS AND TERMINATE AT THE FOUNDATION LEVEL AND BE SUPPORTED BY THE CONCRETE FOUNDATION WALLS AND FOOTINGS.

<p>PREPARED BY</p> <p>BUILDING DEPARTMENT TOWN OF CLIFTON PARK</p> <p>Saratoga County, New York</p>		<p>HARDWARE & GENERAL NOTES</p>	<p>Proposed Recycling Station #4 TRANSFER STATION Vischer Ferry Road, Town of Clifton Park, New York</p>	<p>DATE: Jan, 2022</p>	<p>SCALE: NONE</p>	<p>DRAWN BY: MSK</p>	<p style="font-size: 2em; font-weight: bold;">6</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">SHEET</p>
--	--	-------------------------------------	--	------------------------	--------------------	----------------------	--

ALL CONNECTORS AND HARDWARE SHOWN ABOVE ARE 'SIMPSON Strong-Tie'.
FOLLOW ALL SPECIFICATIONS AND RECOMMENDED INSTALLATION PROCEDURES

Dan Clemens

From: Mike Willemsen <mike@vecinogroup.com>
Sent: Thursday, April 7, 2022 12:42 PM
To: Dan Clemens
Subject: Re: reference request

Hey Daniel, they have been doing work for me since probably 2016 or 17 at this point. I typically issue them around \$1-3MM in contracts a year for mostly carpentry and demo related scopes.

They have always got it done for me.

Mike Willemsen PMP
President of Construction
518-514-8119

From: Dan Clemens <DClemens@cliftonpark.org>
Sent: Thursday, April 7, 2022 12:17:24 PM
To: Mike Willemsen <mike@vecinogroup.com>
Subject: reference request

Hello,

I was given your contact info by Michael Jennings of Continuum Renewables as a reference. They put a bid in for the Town of Clifton Park to build a new recycling building at our transfer station, including concrete work and wood construction. If you would reply with any thoughts or opinions relating to any work they may have done for you, I would appreciate it.

Thanks, Dan

Daniel J. Clemens
Town of Clifton Park, NY
Director of Buildings, Parks and Recreation
Cell: 518-281-5065
Office: 518-371-6651 ext. 248
dclemens@cliftonpark.org

Dan Clemens

From: Russell Gauthier <rgauthier@christa.com>
Sent: Thursday, April 7, 2022 7:34 PM
To: Dan Clemens
Subject: RE: reference request

Hi Dan. Continuum Renewables performed work for me, and continues to, at (2) Public Housing Projects in Albany. Mike Jennings worked for me as a PM at Home Leasing, and was a very conscientious and focused leader. The owner, Joe Adeigbo, was present, attentive, and willing to do everything we asked, including extra work. I do not know the extent of their staffing presently, or their workload. From my experience with them, they were able to handle the work professionally and on time. I have not seen them perform concrete work, but do know that they perform it. Wood framing was no problem for them. I hope I was of some help. If you need anything more specific, please give me a call. Thanks.

Russ

Sincerely,
Russell Gauthier
Project Executive

CHRISTA CONSTRUCTION

64 Commercial Street
Suite 401
Rochester, NY 14614
Cell: 518-229-0837
RGauthier@christa.com
www.christa.com

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From: Dan Clemens <DClemens@cliftonpark.org>
Sent: Thursday, April 7, 2022 12:17 PM
To: Russell Gauthier <rgauthier@christa.com>
Subject: reference request

External Email: Use caution & trust the source before clicking links or opening attachments.

Hello,

I was given your contact info by Michael Jennings of Continuum Renewables as a reference. They put a bid in for the Town of Clifton Park to build a new recycling building at our transfer station, including concrete work and wood construction. If you would reply with any thoughts or opinions relating to any work they may have done for you, I would appreciate it.

Thanks, Dan

Dan Clemens

From: Tony D'Arpino <TDarpino@rjtaylorgc.com>
Sent: Friday, April 8, 2022 2:23 PM
To: Dan Clemens
Subject: reference request

Dan,

Good afternoon..... Continuum Renewables had performed admirably and successfully for me on a 40-million-dollar project in Albany back in 2020/2021. All the work they were contracted to perform was completed not only ahead of schedule but on budget. In today's world, those two items are hard to come by. As a result, of their ability to work as a Team and in a professional manner, I would recommend the team @ Continuum for your project sir.

If there are any questions please feel free to contact me.

Thank you

Tony D'Arpino
Project Executive
 **TAYLOR**
The builders.
2570 Baird Road
Penfield NY 14526
585 248 6000 office
716 923 3853 cell
www.TaylortheBuilders.com

From: Dan Clemens <DClemens@cliftonpark.org>
Sent: Friday, April 8, 2022 7:46 AM
To: Tony D'Arpino <TDarpino@rjtaylorgc.com>
Subject: reference request

Hello,

I was given your contact info by Michael Jennings of Continuum Renewables as a reference. They put a bid in for the Town of Clifton Park to build a new recycling building at our transfer station, including concrete work and wood construction. If you would reply with any thoughts or opinions relating to any work they may have done for you, I would appreciate it.

Thanks, Dan

Daniel J. Clemens
Town of Clifton Park, NY
Director of Buildings, Parks and Recreation
Cell: 518-281-5065
Office: 518-371-6651 ext. 248
dclemens@cliftonpark.org



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: 4 April 2022

Company Name: Continuum Renewables, LLC.

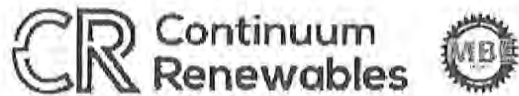
Bid Name: Transfer Station Building #4

New Transfer Station C&D Building #4 \$ 69,000.00

Concrete Slab existing recycling building \$ 6,500.00

Name/Title: Joseph Adeigbo / Owner

Signature: 

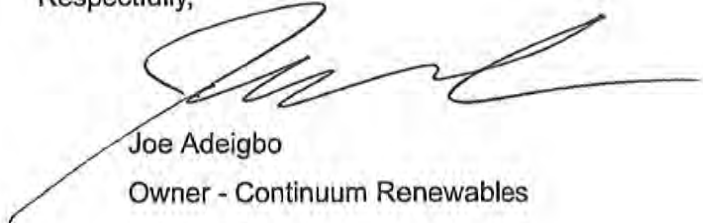


4 April, 2022
Attn: Town of Clifton Park
Re: Bid Submission - Transfer Station Building #4

Thank you for the opportunity to submit our proposal for the transfer station building. Continuum Renewables is a minority owned general contractor based in Cohoes, NY. Our team is celebrating our fifth year in business serving the capital region. In those five years, our team has managed over eleven million dollars in self performed work. Led by our core values Integrity, Quality, Teamwork, we take pride in our ability to quickly and efficiently execute projects. Our team is well versed in heavy lumber construction, concrete forming, and placement. Some of our most recent projects in this industry include the renovation of the Stonykill Washington House, and the Albany housing coalition Clinton Ave apartment rehabilitation. Our team recognizes the importance of communication, which is why all of our projects are run through our online construction management software; Procore. This online management tool will be provided to your team for this project, gaining access to daily reports, on site photos, submittals, rfi's, etc.

Enclosed you will find the Bid Form, liability insurance, and workers compensation insurances. A bond can and will be provided at your request. We would like to again thank you for the opportunity and look forward to answering any questions you may have.

Respectfully,



Joe Adeigbo
Owner - Continuum Renewables



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/04/2022

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

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

PRODUCER Marshall & Sterling Upstate, Inc. 25 Mohawk Avenue Scotia NY 12302		CONTACT NAME: Shauna Agneta PHONE (A/C, No, Ext): (518) 384-1100 FAX (A/C, No): (518) 384-0193 E-MAIL ADDRESS: sagneta@marshallsterling.com	
INSURED Continuum Renewables, LLC 69 Oliver Street Cohoes NY 12047-4730		INSURER(S) AFFORDING COVERAGE INSURER A: Selective Way Ins. Company INSURER B: Selective Ins. Co. of America INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 26301 12572	

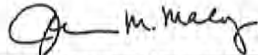
COVERAGES **CERTIFICATE NUMBER:** CL2112611689 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	S2261543	12/13/2021	12/13/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S2261543	12/13/2021	12/13/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			S2261543	12/13/2021	12/13/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	N/A	WC9034806	12/13/2021	12/13/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater			S2261543	02/11/2022	12/13/2022	Limit: 200,000 Deductible: 1,000	

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

The Town of Clifton Park is provided additional insured status for General Liability as required by written contract with respects the operations of the Named Insured.

CERTIFICATE HOLDER		CANCELLATION	
Town of Clifton Park 1 Town Hall Plaza Clifton Park NY 12065		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	

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ElitePac® General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00NY 01 19

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds - Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds - As Required By Contract	Page 5
<ul style="list-style-type: none">• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors• Lessors of Leased Equipment• Managers or Lessors of Premises• Mortgagees, Assignees and Receivers• Any Other person or organization other than a joint venture• Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 8
Employees As Insureds Modified	Page 5
Incidental Malpractice Exclusion modified	Page 7
Knowledge of Occurrence, Claim, Suit or Loss	Page 7
Liberalization Clause	Page 8
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members - as additional insureds	Page 4
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended - Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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ElitePac® General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00NY 01 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if (a) **two or more Coverage Parts of this policy**, or (b) **two or more forms or endorsements within the same Coverage Part apply to a loss**, the coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES - Amendments

SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph (2) of Exclusion g. **Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

(a) Less than 26 feet long and not being used to carry persons or property for a charge; or

(b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**.

B. The following is added to Exclusion g. **Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

(6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**.

Damage To Premises Rented to You

A. The last paragraph of Paragraph 2. **Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

B. Paragraph 6. under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the **Damage To Premises Rented To You Limit**.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE**:

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

SECTION I - COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. **Any Insured**

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

SECTION II - WHO IS AN INSURED - Amendments

Not-for-Profit Organization Members

The following paragraph is added to **SECTION II - WHO IS AN INSURED**:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

- A. Subparagraph 2.a.(1)(a) under SECTION II - WHO IS AN INSURED does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under SECTION II - WHO IS AN INSURED does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under SECTION II - WHO IS AN INSURED does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2.e. **Employer's Liability** under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY does not apply but only for the benefit of the co-"employee" described above.

This provision does not apply to any claims covered under Worker's Compensation insurance.

Newly Formed Or Acquired Organizations

- A. Subparagraph 3.a. under SECTION II - WHO IS AN INSURED is deleted in its entirety and replaced with the following:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- B. The following paragraph is added to SECTION II - WHO IS AN INSURED, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged).

Blanket Additional Insureds - As Required By Contract

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, SECTION II - WHO IS AN INSURED is amended to include as an additional insured:

- A. **Owners, Lessees or Contractors/Architects, Engineers and Surveyors**
 1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
 2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above;

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph 1., above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

1. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

2. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

3. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

4. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

5. State or Governmental Agency or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- a. Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

- b. The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

- (2) The construction, erection or removal of elevators; or
- (3) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs 2. through 4., this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph 2.a.(1)(d) under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or

5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph 6. **Representations** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a written contract or written agreement and included in the "products-completed operations hazard", if:

1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;
2. Such person or organization is an additional insured on your policy; or
3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract".

The section above only applies to that person or organization identified above, and only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.

Liberalization

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

SECTION V - DEFINITIONS

Electronic Data

The following definition is added to **SECTION V - DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition 5. "Employee" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V - DEFINITIONS**:

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Not-for-profit Member

The following definition is added to **SECTION V - DEFINITIONS**:

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.



Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

Form with fields for: 1a. Legal Name & Address of Insured, 1b. Business Telephone Number of Insured, 1c. NYS Unemployment Insurance Employer Registration Number of Insured, 1d. Federal Employer Identification Number of Insured or Social Security Number, 2. Name and Address of the Entity Requesting Proof of Coverage, 3a. Name of Insurance Carrier, 3b. Policy Number of entity listed in box "1a", 3c. Policy effective period, 3d. The Proprietor, Partners or Executive Officers are:

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Jeanne M. Maloy (Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [Signature] April 4, 2022 (Signature) (Date)

Title: Authorized Representative

Telephone Number of authorized representative or licensed agent of insurance carrier: (518)384-1100

Please Note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



Town of Clifton Park
Buildings & Grounds

One Town Hall Plaza • Clifton Park, New York 12065 • (518) 371-6651 Ext. 251 • Fax (518) 371-1135

BID FORM

Date: April 5, 2022

Company Name: Stephen Miller General Contractors, Inc.

Bid Name: Transfer Station Building #4

New Transfer Station C&D Building #4 \$ 116,745.00

Concrete Slab existing recycling building \$ 16,224.00 (if mobilized for
Item #1 above)

Sec clarifications attached

Name/Title: Stephen Miller, President

Signature: Stephen Miller

Clarifications:

Price for concrete slab construction in conjunction with bid item #1 for the new Transfer Station C & D Building #4 (when already mobilized) is listed on bid form Item #2.

Construction of concrete slab (alone) under separate mobilization the price would be \$19,924.00.

Unsuitable material excavated to be stockpiled for owner's disposal.

Imported materials other than specified in the contract drawings to be provided by owner.

If Performance/Payment Bond is required there will be an additional cost.

If and OCP Policy is required there will be an additional cost.

Resolution No. _____ of 2022, a resolution authorizing the hiring of Hunter Scagnelli as 2022 summer help for the Buildings and Grounds Department.

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

WHEREAS, an opening exists for seasonal help in the Buildings and Grounds Department,
and

WHEREAS, Dan Clemens, Director of Buildings, Parks, and Recreation, has recommended that Hunter Scagnelli, be hired to fill the seasonal position; now, therefore, be it

RESOLVED, that Hunter Scagnelli, 70 Blue Jay Way, Rexford, NY be employed as a seasonal worker for Buildings and Grounds for 2022, to be paid \$16/hour from A-7110-E4000 (Buildings & Grounds – PT Seasonal Labor), retroactive to April 27, 2022.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, April 19, 2022 1:21 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 05-02-2022 Buildings & Grounds
Attachments: 625eef7fba0b1-Hunter Scagnelli application 4.22.pdf

An item has been submitted to the Resolution Request form for review.

Department: **Buildings & Grounds**
Your email: **dclemens@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **P.Barrett**

Requested Meeting Date: **05-02-2022**

Brief Description: **Hire Hunter Scagnelli as a seasonal laborer for B&G at \$16.00 per hour effective immediately**

Budget #: **A-7110-E4000**
Budget Description: **Buildings & Grounds - PT labor (season)**
\$ Amount: **16/hour**

Additional Comments/Details: **had one seasonal quit already, Hunter will replace him**

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Resolution No. _____ of 2022, a resolution authorizing the installation of new flooring in the CAPTAIN offices of the Public Safety Building.

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

WHEREAS, Daniel Clemens, Director of Buildings, Parks, and Recreation advises that the carpeting in the CAPTAIN offices at the Public Safety Building are in need of replacement, and

WHEREAS, Mr. Clemens recommends that Northeast Commercial Interiors, Clifton Park, NY be authorized to supply and install the flooring, for an amount not to exceed \$7,892.00 under state contract; now, therefore, be it

RESOLVED, that the replacement of existing carpeting in the CAPTAIN offices of the Public Safety Building is awarded to Northeast Commercial Interiors, PO Box 4843, Clifton Park, NY, at a cost not to exceed \$7,892.00, under State Contract #PC-6778 to be paid from A-1621-200 (General Fund - Public Safety Building – Equipment).

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, April 19, 2022 2:33 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 05-02-2022 Buildings & Grounds
Attachments: 625f007062fcc-CAPTAIN carpet quote 4.22.pdf

An item has been submitted to the Resolution Request form for review.

Department: **Buildings & Grounds**
Your email: **dclemens@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **P.Barrett**

Requested Meeting Date: **05-02-2022**

Brief Description: **Hire Northeast Commercial Interiors to replace carpet at Public Safety - CAPTAIN offices for \$7,892 State contract PC-6778 pricing**

Budget #: **A-1621-200**
Budget Description: **Public Safety Building - Equipment**
\$ Amount: **7,892.00**

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Meg Springli

From: Dan Clemens <DClemens@cliftonpark.org>
Sent: Friday, April 22, 2022 9:47 AM
To: Meg Springli
Subject: RE: Resolution Request for TB Meeting: 05-02-2022

Meg,
I have approval from the town board and Tom to start Hunter before the resolution. Please post date her hire date on the resolution request to April 27th.

Thanks, Dan

Daniel J. Clemens
Town of Clifton Park, NY
Director of Buildings, Parks and Recreation
Cell: 518-281-5065
Office: 518-371-6651 ext. 248
dclemens@cliftonpark.org

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, April 19, 2022 1:21 PM
To: Dan Clemens <DClemens@cliftonpark.org>
Cc: Meg Springli <mspringli@cliftonpark.org>
Subject: Resolution Request for TB Meeting: 05-02-2022

Thank you. Your resolution request has been submitted. **Please confirm that the attachments in this email are complete.** If not, please send them to mspringli@cliftonpark.org prior to the submittal deadline. Incomplete submissions may result in delays.

Department: **Buildings & Grounds**
Your email: dclemens@cliftonpark.org

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **P.Barrett**

Requested Meeting Date: **05-02-2022**

Brief Description: **Hire Hunter Scagnelli as a seasonal laborer for B&G at \$16.00 per hour effective immediately**

Budget #: **A-7110-E4000**
Budget Description: **Buildings & Grounds - PT labor (season)**
\$ Amount: **16/hour**

Additional Comments/Details: **had one seasonal quit already, Hunter will replace him**

Business Mailing Address:
PO Box 4843
Clifton Park, NY 12065
Office: 518.203.7628

PROPOSAL

Northeast Commercial Interiors

Customer Name: Town of Clifton Park

Contact Name: Regan Cardona

Project Name: Town of Clifton Park Captain Human Services -6 Rooms

Date: 4/18/22

We propose to remove existing carpet, provide minor floor prep and furnish and install Philadelphia Design Smart Carpet Tile, Color Intellect Cleverish and Johnsonite 4" Cove Base, Color Moonrock as discussed.

Includes: Associated Transitions
Minor Floor Prep Only
Day Time Installation
Existing Carpet Removals
Room #'s: Main Area, 304,308,309,310,312
Excludes: Furniture/Accessory Moving

For the amount of: \$7,892.00

*Quote will be honored through May 1st, 2022 due to Unexpected Increases in Shipping and Freight
**An additional 3.4% credit card processing fee will be charged if choosing to pay by card

PLEASE NOTE:

Quote Excludes Sales Tax (Tax will be added to all invoices unless provided with a Certificate of Exemption prior to Invoicing).

To accept this proposal please sign in the space provided below and email or fax back to our office with your Purchase Order and Tax Exempt Certificate (if applicable).

Thank you.

X: _____ Date: _____ P.O.# _____
Customer Name

Sincerely,

Ed Durant

Resolution No. _____ of 2022, a resolution authorizing Prime Engineering to publish bid documents for a water quality improvement project in the Clifton Park Center Road area.

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

WHEREAS, by Resolution 18 of 2015, the Town Board authorized Scott Reese to submit grant application documents to New York State Department of Environmental Conservation for a stormwater improvement project on Clifton Park Center Road, and

WHEREAS, the Town has been awarded grant funding up to \$215,625.00 for the project, and

WHEREAS, Mr. Reese has worked with Prime Engineering to re-scope and define the project consistent with the goals and standards of the State's Water Quality Improvement Grant Contract, with current estimates for the project at \$287,500, and

WHEREAS, the grant contract has been extended through September 30, 2022 to accommodate adjustments to the engineering scope, and

WHEREAS, the Town has received authorization from NYS DEC to solicit bids for the implementation of the project; now, therefore, be it

RESOLVED, that Prime Engineering is authorized to advertise for bids for the construction/implementation phase of the project, and be it further

RESOLVED, that the Town Board commits to the local match associated with grant funding for the project, and be it further

RESOLVED, that the authority delegated to Mr. Reese to process all documents associated with the project is re-approved.

CONTRACT AMOUNT AND TERM:

This contract is for \$287,500 of eligible costs, reimbursable at 75% up to \$215,625.

This contract started on November 5, 2014 and ended on November 30, 2017 and was executed on November 16, 2015. Amendment #1 extended the end date from November 30, 2017 to November 30, 2018 and was executed on November 10, 2017. Amendment #2 extended the end date from November 30, 2018 to March 31, 2020 and was executed on April 9, 2019.

Amendment #3 extend the end date to May 31, 2021. This extension will extend the contract to September 30, 2022.

AFFIRMATIVE ACTION ISSUES:

Attachment A-1 of the contract requires the contractor to be responsible for making a good faith effort to use MBE and WBE organizations. There are no known affirmative action issues.

NYSDEC ORGANIZATION UNITS AND/OR STATE AGENCIES INVOLVED:

Various partners were included in the Clean Water/Clean Air Bond Act/NYS Environmental Protection Fund/Federal Performance Partnership Grant ranking process from which this contract was chosen.

GRANT: None

NYSDEC ATTORNEY AND POTENTIAL LEGAL ISSUES:

Rebecca Denué - There are no known legal issues as this is a previously approved boilerplate contract and no changes have been made.

DUE DATE:

As soon as possible as this contract ended on May 31, 2021.

extended to 9/30/2022

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>New York State Department of Environmental Conservation 625 Broadway, 4th Floor Albany, NY 12233-3506</p>	<p>BUSINESS UNIT/DEPT. ID: DEC01/335000</p> <p>CONTRACT NUMBER: C305242</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Town of Clifton Park</p>	<p>TRANSACTION TYPE:</p> <p><input type="checkbox"/> New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Clifton Park Center drainage improvements</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002122 Federal Tax ID Number: 146002129 DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>WQ - NPS</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>One Town Hall Plaza Clifton Park, New York 12065</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # C305242

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: From: 11/05/2014 To: 05/31/2021</p> <p>CURRENT CONTRACT PERIOD: From: 11/05/2014 To: 05/31/2021</p> <p>AMENDED TERM: From: 11/05/2014 To: 09/30/2022</p> <p>AMENDED PERIOD: From: 11/05/2014 To: 09/30/2022</p>	<p>CONTRACT FUNDING AMOUNT <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p>CURRENT: \$ 215,625</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
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FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

Attachment A:

A-1 Program Specific Terms and Conditions
 A-2 Federally Funded Grants and Requirements Mandated by Federal Laws

Attachment B:

B-1 Expenditure Based Budget B-2 Performance Based Budget
 B-3 Capital Budget B-4 Net Deficit Budget
 B-1(A) Expenditure Based Budget (Amendment)
 B-2(A) Performance Based Budget (Amendment)
 B-3(A) Capital Budget (Amendment)
 B-4(A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other: Amendment number 4- No Cost Time Extension

Contract Number: # C305242 _____

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

Town of Clifton Park

By: *Scott Reese*
SCOTT REESE
Printed Name

Title: STORMWATER MGMT. TECH.

Date: 5/26/20

STATE AGENCY:

New York State Department of Environmental Conservation

By: *Nancy Lussier*
Nancy Lussier
Printed Name

Title: Director of Management and Budget Services

Date: 12/14/21

STATE OF NEW YORK

County of SARATOGA

On the 26 day of MAY, 2020, before me personally appeared SCOTT REESE, to me known, who being by me duly sworn, did depose and say that he/she resides at TOWN HALL PLAZA, that he/she is the Stormwater Mgmt Tech. of the Town of Clifton Park, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) *Christine Pagnello*

CHRISTINE PAGNIELLO
Notary Public, State of New York
Reg. No. 01PA6378688
Qualified in Saratoga County
Commission Expires 8/18/2022

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

APPROVED DEPT. OF AUDIT & CONTROL
Printed Name Jan 06 2022 Kelly Evers Engel
_____ Title:
_____ Date:
FOR THE STATE COMPTROLLER

Amendment No. 4 : No-Cost-Time Extension

Contract Number: C305242

THIS AMENDMENT, entered into by and between the STATE OF NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION (hereinafter referred to as the "Department"), having offices at 625 Broadway, Albany, New York 12233, and the Town of Clifton Park (hereinafter referred to as the "Recipient"), with offices at One Town Hall Plaza, Clifton Park, New York 12065 is hereby attached to and becomes incorporated into the above referenced contract.

The parties entered into a prior Contract which was duly assigned Contract Number C305242 which said Contract the parties now desire to amend and/or extend. The Contract provides for amendment or extension in Article II.

The Contractor has requested an amendment to the Contract to complete the project since project bids exceeded the budget resulting in the proposed project scope needing to be modified.

The Contract is amended as follows:

1. Article II: Term and Effective Date is revised to extend the Contract termination date from May 31, 2021 to September 30, 2022.

All other terms and conditions of said Contract shall remain in full force and effect.

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: Clifton Park Center Drainage Improvements

CONTRACTOR SFS PAYEE NAME: Town of Clifton Park

CONTRACT PERIOD: From: 11/05/2014
To: 09/30/2022

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary			%		\$0.00
b) Fringe			%		\$0.00
	\$0.00	\$0.00		\$0.00	\$0.00
Subtotal					
2. Non Personal Services					
a) Contractual Services	\$215625.00	\$71875.00	25		\$287500.00
b) Travel			%		\$0.00
c) Equipment			%		\$0.00
d) Space/Property & Utilities			%		\$0.00
e) Operating Expenses			%		\$0.00
f) Other			%		\$0.00
	\$215625.00	\$71875.00		\$0.00	\$287500.00
Subtotal					
TOTAL	\$215625.00	\$71875.00		\$0.00	\$287500.00

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
PERSONAL SERVICES DETAIL**

SALARY					
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL
1.			0.00%		\$ 0.00
2.			0.00%		\$0.00
3.			0.00%		\$0.00
4.			0.00%		\$0.00
5.			0.00%		\$0.00
6.			0.00%		\$0.00
7.			0.00%		\$0.00
8.			0.00%		\$0.00
9.			0.00%		\$0.00
10.			0.00%		\$0.00
11.			0.00%		\$0.00
12.			0.00%		\$0.00
13.			0.00%		\$0.00
14.			0.00%		\$0.00
15.			0.00%		\$0.00
				Subtotal	\$ 0.00
FRINGE - TYPE/DESCRIPTION					
				PERSONAL SERVICES TOTAL	\$ 0.00

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

CONTRACTUAL SERVICES - TYPE/DESCRIPTION		TOTAL
1.	Formally known as John M. McDonald Engineering, P.C. acquired by Prime AE Group of NY	\$63900.00
2.	General Contractor	\$223600.00
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		\$287500.00

TRAVEL - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		\$0.00

EQUIPMENT - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		\$0.00

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
TYPE/DESCRIPTION OF UTILITY EXPENSES		TOTAL
1.		
2.		
3.		
TOTAL		\$0.00

Contract Number: # C305242

OPERATING EXPENSES - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
	TOTAL	\$0.00

OTHER - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
	TOTAL	\$0.00

ATTACHMENT C – WORK PLAN

Summary

PROJECT NAME:

Clifton Park Center Drainage
Improvements

CONTRACTOR SFS PAYEE NAME:

Town of Clifton Park

CONTRACT PERIOD:

From: 11/05/2014

To: 09/30/2022

Provide an overview of the project including goals, tasks, desired outcomes, and performance measures:

Water Quality in an upstream tributary of the Stony Creek Reservoir has been degraded because of intense commercial development and interstate highway construction that has occurred over the last 50 years along the eastern section of Clifton Park. Much of this development in this stream corridor occurred prior to modern day stormwater guidelines. The Stony Creek Reservoir is in Clifton Park and is a drinking water source for the Town of Colonie.

The existing drainage system is comprised of four stormwater management basins connected by both open channel and closed pipe conveyance systems. Water originates as runoff from the Crossing shopping complex on the east side of I-87 and is managed using three interconnected privately owned stormwater basins. From these basins, water flows under I-87 into an open channel which then empties into an existing closed drainage system that also serves the Clifton Country Mall shopping complex to the west of I-87. From this closed system, water is conveyed to a fourth management basin. This basin then outlets into an open channel which eventually converges with Stony Creek. Currently, the fourth management basin, some existing culverts, and some open channels included in this system are overgrown and provide little to no attenuation of peak flows. The quantity and velocity of the resulting flow is causing erosion of the open channel systems which, in turn, attribute to very turbid water entering Stony Creek.

The proposed improvements will help to bring a portion of this tributary and appurtenances up to current DEC stormwater guidelines. The redesigned outlet structure will also serve to provide water treatment volume which will reduce downstream pollutant loads. The activities to be implemented may include various improvements to the fourth management basin, existing culverts, and open channel systems. The existing fourth management basin will be surveyed and retrofitted with an outlet structure designed to utilize the full storage capacity of the basin in addition to providing flow attenuation. Installation of a hydrodynamic separator, and channel protection orifice outlet will improve water quality and downstream channel protection. Some of the existing open channel systems will also be surveyed and cleaned to remove all trash, debris, and vegetative growth. Lastly, all the downstream culvert systems will be evaluated using hydraulic modeling to determine if the current pipe sizes and the storage capacity behind the culverts are adequate to handle the larger storm events. The environmental benefits resulting from these activities will include reduced erosion and pollutant loading on Stony Creek. The use of flow attenuation practices is also expected to reduce the overall temperature of the pavement runoff which will benefit fish habitat.

Contract Number: #C305242

Page 1 of 4; Attachment C – Work Plan

ATTACHMENT C – WORK PLAN

Detail

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
<p>1: To reduce the erosion and pollutant loading released into the Stony Creek from the nearby Shopping Centers and Commercial Businesses.</p>	Engineering	a. Design	<p>i. Work with Town to obtain existing mapping of the existing stormwater management areas, culverts, and open channels.</p> <p>ii. Follow NYSDEC standards for design.</p> <p>iii. Complete design in 14 months.</p>
	Engineering – Project Manual containing Plans & Specifications	b. Develop Plans & Specifications	<p>i. Survey of existing stormwater management areas, culverts, and open channels for use in preparing construction plans.</p> <p>ii. Run stormwater models to properly size culverts and stormwater management area expansion.</p> <p>iii. Complete Project Manual in 12months.</p>
		c. Obtain Project Approvals	<p>i. Submit Project Manual to NYSDEC for review and comment.</p> <p>ii. Obtain approval in 22 months.</p> <p>iii.</p>

ATTACHMENT C – WORK PLAN

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
1: (continued)	Engineering – bid review & recommendation of award letter	d. Bid Project (two months)	i. Prepare bid notice and publish in newspaper along with sending notice to construction firms that are qualified to perform the work. ii. Open bids at the Town Clerk's office.
			iii. Town Board to award project to the lowest, most responsible bidder.
		e. Re-develop Plans & Specifications, obtain revised project approvals, re-bid project.	i. Redesign plans to reduce construction costs, modify plans per DEC comments. Submit plans to DEC. ii. Prepare bid notice and publish in newspaper along with sending notice to construction firms that are qualified to perform the work. iii. Anticipated 20-month period.
		f. Implement Project	i. Hold preconstruction meeting with contractor and Town & notice to proceed issued. ii. Contractor performs work of the project. iii. Anticipated 4-month construction period.

ATTACHMENT C – WORK PLAN

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
2: NA		a.	i.
			ii.
			iii.
		b.	i.
			ii.
			iii.
		c.	i.
			ii.
			iii.

**Division of the Budget
Agency Spending Controls**

Request #3350000-25-2013

Tab: Requests

APPROVED

Request Details

Agency Code: 3350000
Environmental
Agency Name: Conservation, Department of
Agency Contact: Nancy Lussier
Phone Number: 518-402-9228
Request #: 3350000-25-2013
Date Submitted to DOB: 05/07/2013
Alternative Tracking Number: 344CGWAT

Request Title: Supplemental Water Quality Improvement Projects Round 11
Attachment Type: A
Description: EPF - Open Space - Non-Ag Nonpoint Source, Water Quality Improvement lines. This Supplemental Att. A requests approval to advertise additional funding, award contracts, encumber funding and make payments under the WQIP Round 11. The WQIP program is a competitive grant program that provides funding to municipalities for non-agricultural nonpoint source abatement and control, wastewater treatment improvement and aquatic restoration projects.
Expedited: No
Centralized Contract: No

Contract Term: 04/01/2013 to 03/31/2018

Fund Type: Capital Projects Funds - Federal
Member Item (007): N/A
Request Type: Contracts - RFP / RFI / Pre-contract
NPS Type: N/A
Grant Contract: N/A

Justification: Grants focus on water quality improvement to advance a combination of DEC program/geographic water priorities. Successful implementation of this grant program has enabled DEC to make great strides in addressing difficult water quality issues. There has been interest from the public regarding the announcement of the offering of the funding. All grant recipients will invest in the projects by providing a local share and are fully responsible for the operation and maintenance of the projects.

Agency's M/WBE Contract Goal: 20 %

Rationale for Agency's M/WBE

MWBE goals will be specified in each individual state assistance

Contract Goal: contract. Awards are expected throughout the State. Request 3350000-113-2012 was previously approved for \$35.372M. This request adds new SFY 13-14 EPF appropriations and additional re-budgeted EPF funds. Total available funding for Round 11 is \$51,100,170.

Additional Information:

Supporting Files:

Internal Agency Comment:

Estimated Total Value This Request: \$15,728,000.00

Estimated 2012-13 Disbursements: \$0.00

Estimated 2013-14 Disbursements: \$4,800,000.00

Estimated 2014-15 Disbursements: \$6,000,000.00

Estimated 2015-16 Disbursements:

Request Status

Status: Approved

Agency Head/Designee: Casey Agnew

Status Date: 06/17/2013

NYS Division of Budget: Jeffrey Stefanko

Transportation, Economic Development, Environment and Energy

THOMAS P. DINAPOLI
STATE COMPTROLLER



110 STATE STREET
ALBANY, NEW YORK 12236

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER

BUREAU OF CONTRACTS
PROCUREMENT RECORD APPROVAL LETTER

Revised 10/28/2019

Business Unit:	DEC01	Determination:	Approved
Program Name:	Water Quality Improvement Projects Round 11	Approval Date:	08/11/2014
Procurement Record ID:	DEC01-0000065-3350000	Approved Through:	12/31/2021
Reporting Code:	GN10		

To: Joanne Kosinski

The above mentioned procurement has been deemed acceptable as supporting documentation. Approval will be granted for contracts related to this procurement as follows:

Revised 10/28/2019 – Extends latest end date to 12/31/2021

Competitive - All awards except the Town of Owego (C305183) and the County of Nassau (C305237).

Projects have 5 year terms but may go longer with an earliest start date of 10/11/2009 and a latest end date of 03/31/2020.

Advances of 25% contingent upon agency discretion.

Total contract value \$36,864,062.41

Issues regarding projects with start dates prior to 10/11/2009. Please refer to e-mail of 8/12/2014.

Contracts with subcontracts valued over \$100,000 require vendor responsibility documentation.

Please attach a copy of this note when submitting any contracts and/or amendments under this program. In order for OSC to process your contract transactions efficiently, please include the Procurement Record Identification Number and Reporting Code identified in this letter in the description field of the Single Transaction Summary (STS) or Contract Encumbrance Request (AC340-S.)

Thank you for your time on this matter.

Carmen Story
cstory@osc.ny.gov
518-421-4607

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION
COUNTY SELF-INSURANCE PLAN**

1a. Legal name and address of participant in County Self-Insurance Plan Town of Clifton Park Town Hall 1 Town Hall Plaza Clifton Park, NY 12065	1c. Telephone number of participant 518-371-6651
1b. Effective date of membership in the Plan 1937	1d. NYS Unemployment Insurance Employer Registration Number of participant 04-60818 9
2. Name and address of the entity requesting proof of coverage NYS DEC 625 Broadway Albany, NY 12233	1e. Federal Employer Identification Number of participant 14-6002129
	3. Name and address of County Self-Insurer Saratoga County Workers' Compensation Plan 40 McMaster Street Ballston Spa, NY 12020

This certifies that the participant referenced above is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the County Self-Insurance Plan listed above and participation in such County Self-Insurance Plan is still in force. The County Self-Insurer's Administrator will send this Certificate of Participation to the certificate holder listed in box 2.

If the membership of the participant listed in box 1a is terminated, the County Self-Insurer's Administrator will notify the certificate holder within 10 days of termination. (These notices may be sent by regular mail.) Otherwise, this certificate is valid for a maximum of one year from the date certified by the county self-insurer.

If this certificate is no longer valid according to the above guidelines and the participant referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the participant must provide the certificate holder either with a new certificate or other authorized proof the participant is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

The County Self-Insurer must file this certificate with the Workers' Compensation Board's Self-Insurance Office. (See reverse.)

Under penalty of perjury, I certify that I am an authorized representative of the County Self-Insurer referenced above and that the participant has the coverage as depicted on this form.

Certified by: Wendy Tennant
(Print name of authorized representative of County Self-Insurer)

Certified by: Wendy Tennant 3/29/21
(Signature) (Date)

Title: Workers' Compensation Specialist

Telephone Number: 518-885-2234

WORKERS' COMPENSATION LAW

Section 57 Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Please Note: This certificate is valid for a maximum of one year from the date this form is approved by the authorized representative of the County Self-Insurance Plan. After that date, if the participant continues to be named on a permit, license or contract issued by the above government entity, the participant must provide that government entity with a new certificate. The participant must also provide a new certificate upon notice of cancellation or change in status of such participation in the County Self-Insurance Plan.

The County Self-Insurer must file a copy of this certificate with the Workers' Compensation Board Self-Insurance Office at the address listed below.

Workers' Compensation Board
Self-Insurance Office-3rd Floor
328 State Street
Schenectady, NY 12305



**CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name & Address of Insured (use street address only) TOWN OF CLIFTON PARK ONE TOWN HALL PLAZA CLIFTON PARK, NY 12065</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured 518-348-7328</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 146002129</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>NYS DEC 625 Broadway Albany NY 12233</p>	<p>3a. Name of Insurance Carrier ShelterPoint Life Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a" DBL530441</p> <p>3c. Policy effective period 01/01/2021 to 12/31/2021</p>


4. Policy provides the following benefits:

A. Both disability and paid family leave benefits.
 B. Disability benefits only.
 C. Paid family leave benefits only.

5. Policy covers:

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
 B. Only the following class or classes of employer's employees:
ALL FULL TIME EMPLOYEES

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 3/30/2021 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that Insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



COPY

Resolution No. 18 of 2015, a resolution authorizing the items listed below pursuant to the Bond Acts enacted in 1965, 1972 and 1996 and the Environmental Protection Fund, as well as federal grant awards available for such projects.

Introduced by Councilman Romano, who moved its adoption, seconded by Councilman Whalen.

WHEREAS, the Town of Clifton Park herein called the "Municipality", after thorough consideration of the various aspects of the problem and study of available data, has hereby determined that certain work, as described in its application and attachments, herein called the "Project", is desirable, is in the public interest, and is required in order to implement the Project; and

WHEREAS, the Environmental Conservation Law ("ECL") authorizes State assistance to Municipalities for water quality improvement projects by means of a contract and the Municipality deems it to be in the public interest and benefit under this law to enter into a contract therewith;

NOW, THEREFORE, BE IT RESOLVED BY the Clifton Park Town Board

1. That Scott Reese, Stormwater Management Technician or such person's successor in office, is the representative authorized to act in behalf of the Municipality's governing body in all matters related to State assistance under ECL Articles 17, 51 and 56 and/or any applicable federal grant provisions. The representative is also authorized to make application, execute the State Assistance Contract, submit Project documentation, and otherwise act for the Municipality's governing body in all matters related to the Project and to State assistance; and
2. That the Municipality agrees that it will fund its portion of the cost of the Project and that funds will be available to initiate the Project's field work within twelve (12) months of written approval of its application by the Department of Environmental Conservation; and
3. That one (1) certified copy of this Resolution be prepared and sent to the Albany office of the New York State Department of Environmental Conservation, and
4. That this Resolution take effect immediately.

ROLL CALL VOTE

Ayes: Councilman Whalen, Councilwoman Standaert, Councilman Romano,
Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

January 20, 2015


Patricia O'Donnell, Town Clerk

CERTIFICATE OF RECORDING OFFICER

That the attached Resolution is a true and correct copy of the Resolution, as regularly adopted at a legally convened meeting of the Town Board of Town of Clifton Park
(Name of Governing Body of Applicant)
duly held on the 20th day of January, 2015; and further that such Resolution has been fully recorded in the Minutes of 2015 in my office.
(Title of Record Book)

In witness thereof, I have hereunto set my hand this 23 day of January, 2015.

Patricia O'Donnell
Signature of Recording Officer

If the Applicant has an Official Seal, Impress here.

Town Clerk
Title of Recording Officer

Date Received	Date Approved	Date Rejected	Auditor's Initials

Intended Encumbrance

Amount

E-DOCS CONTRACT TRANSMITTAL FORM

BUSINESS UNIT ID DEC01	CONTRACT # C305242	DEPARTMENT ID 3350000	SEQUENCE # 012
BUSINESS UNIT (NAME) NYSDEC	DEPARTMENT NAME Environmental Conservation		DOCUMENT TYPE Contract Amendment
DESCRIPTION NCTE/Scope Modification - Clifton Park Center Drainage Improvements			AUDIT TYPE GGA
VENDOR ID 1000002122	VENDOR NAME Town of Clifton Park		
TRANSACTION AMOUNT \$0.00	BEGIN DATE (MM/DD/YYYY) 11/05/2014	END DATE (MM/DD/YYYY) 09/30/2022	
INTENDED ENCUMBRANCE \$215,625.00	RENEWAL AMENDMENT BEGINNING (RAB) DATE (IF APPLICABLE)		

RELATED CONTRACTS

CRER ID # _____
Program Name _____

Re-submittal of Non-Approval
OSC Primary Contact _____ Contract # (if different) _____

Grants Procurement Record ID # DEC01-0000065-3350000
Program Name Water Quality Improvement Projects

Written Directive

Limited Funding Related ID # _____

SPECIAL CIRCUMSTANCES (check if applicable):

Federal Stimulus

Lapsing

Declared Emergency (Please Specify) _____

Other (Please Specify) _____

AGENCY CONTACT INFORMATION:

Preparer
Name Kristina Ketzer Phone # 402-9240
Email kristina.ketzer@dec.ny.gov

Contract Contact
Name Sheri Mazurek Phone # 402-9240
Email sheri.mazurek@dec.ny.gov

Resolution No. _____ of 2022, a resolution awarding the bid for pool chemicals for the Barney Road, Locust Lane and Burning Bush pools for the 2021 Season.

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

WHEREAS, on April 21, 2022, sealed bids were received for the above referenced contract pursuant to General Municipal Law 103, and

WHEREAS, the Supervisor has recommended that the bid for pool chemicals for the three town pools be awarded to Surpass Chemical Co., Inc. for the following amounts:

- | | | |
|---------------------------|-------------------------------|-------------------|
| • Sodium Hypochlorite | Per Gallon | \$2.55/gal |
| • Car Boy Bleach | 5 Gallon Container | \$13.75/container |
| • Muriatic Acid | Per Gallon in 5 gallon carboy | \$8.50/gal |
| • Drum Deposit | | \$8.00 per carboy |
| • Sodium Bisulfate | Per Pound | \$0.74/pound |
| • Delivery Fuel Surcharge | | \$51.50 |

Now, therefore be it

RESOLVED, that the Town Board hereby accepts and awards the above referenced bid to Surpass Chemical Co., Inc., 1254 Broadway, Albany, NY to be paid as follows: from line A-7150-045 (Barney Road Pool – Supplies), from line A-7152-045 (Locust Lane Pool – Supplies) and from line SP5-7151-045 (Country Knolls Pool – Supplies), in accordance with the amount used at each pool.

e-Docs Contract Transmittal Form Instructions

Complete Each Section By Providing The Following Information:

Contract Header Information Section

Business Unit ID: The State Financial System (SFS) Business Unit (5 characters).

Contract #: The contract number associated with transaction.

Department ID: The SFS Department ID (7 characters).

Sequence #: The Amendment Sequence Number (3 characters) of transaction as assigned within the SFS.

Business Unit Name: Name of Agency.

Department Name: Name of Department within the BU submitting the transaction.

Document Type: Choose appropriate document type.

Description: Description of transaction submitted.

Audit Type: GGA Audit Type is required for Grants Gateway transactions that require OSC prior approval.

Vendor ID: Appropriate SFS Vendor ID.

Vendor Name: Vendor Name associated with Vendor ID.

Transaction Amount: The amount of transaction/sequence #.

Begin Date: Start date (mm/dd/yyyy) of contract.

End Date: End date (mm/dd/yyyy) of contract.

Intended Encumbrance: Amount Agency intends to encumber for transaction (if applicable).

Renewal Amendment Beginning Date (RAB): Start date (mm/dd/yyyy) for renewal period of contract.

Related Transactions Box

Check the appropriate box from the list of related transactions:

CRER ID #: Contract was authorized pursuant to a CRER approval letter.

CRER ID #: CRER number from the CRER approval letter.

Program Name: Program name, if applicable.

Re-Submittal of Non-Approval: Contract is a resubmission of previously non-approved contract.

OSC Primary Contact: Name of auditor in the "OSC Primary Contact" field on the non-approval letter.

Contract #: Contract number of non-approved contract if different from the one listed in the "Contract #" field.

Grants Procurement Record ID#: Contract was authorized pursuant to a Grants Procurement Record Approval Letter.

Grants Procurement Record ID: Procurement number from the Grants Procurement Record Approval Letter

Program Name: Program name from the Grants Procurement Record Approval Letter.

Written Directive: Transaction is a Written Directive.

Limited Funding: Limited Funding Request for this transaction was previously approved.

Related ID #: Grants Procurement Record ID number if the Limited Funding Request was approved.

Special Circumstances Section

Check appropriate box(s) if the following circumstance(s) is (are) applicable to transaction:

Federal Stimulus: Federal Stimulus funds are to be used for this contract/transaction.

Lapsing: Lapsing funds are intended to be encumbered for this transaction.

Declared Emergency: Contract/transaction is related to a declared emergency.

Other (Please Specify): Description of special circumstance associated with this contract transaction, not previously documented above.

Agency Contact Information Section

Preparer Name/Phone#/E-mail: Name and contact information of person who prepared form.

Contract Contact Name/Phone #/E-mail: Name and contact information of person with knowledge of contract/transaction that may be of assistance to OSC staff, if necessary.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Friday, April 22, 2022 11:09 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 05-02-2022 Parks, Recreation & Community Affairs
Attachments: 6262c513e0893-2022 Pool Chemical Bid Results.pdf

An item has been submitted to the Resolution Request form for review.

Department: **Parks, Recreation & Community Affairs**
Your email: **mandrus@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **A. Standaert, L. Walowit**

Requested Meeting Date: **05-02-2022**

Brief Description: **a resolution awarding the contract for pool chemicals for the 2022 pool season to Surpass Chemical Company**

Budget #: **A-7150-045, SP5-7151-045, A-7152-045**
Budget Description: **Barney Road Pool Supplies, Country Knolls Pool Supplies, Locust Lane Pool Supplies**
\$ Amount: **\$8,910.00 (A-7150-045); \$10,517.00 (SP5-7151-045); \$3,963.00 (A7152-045)**

Additional Comments/Details: **Prices for pool chemicals have more than doubled from those quoted last year (2021). The budgeted amounts in the resolution are based off of usage by the three pools in 2021. 2021 was a shortened and limited season. Expenditures will increase if there is a full season for any of the pools.**

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

POOL CHEMICALS

All sealed bids must be received by the Town Clerk's Office,
One Town Hall Plaza, Clifton Park, New York 12065 by
Thursday, April 21, 2022, at 3:00 PM at which time
sealed bids will be publicly opened and read.

* You may put in a lump sum price below for the 2022 season
and/or choose to breakdown the prices as follows
based on the usage estimates on page three.*

Sodium Hypochlorite per gallon price: \$ 2.55

Car Boy 5 Gallon Bleach: \$ 13.75

Muriatic Acid Per Gallon: \$ 8.50

Sodium Bisulfate Per Pound: \$.74

Drum Deposit: \$ 8.00

Delivery Fuel Surcharge: \$ 51.50

Total Lump Sum Price: _____

Company Name: Surpass Chemical Co Inc

Address: 1254 Broadway Albany, NY 12204

Contact Person: _____

Phone Number: 518-434-8101

Signature: Stephen P. Byrne

POOL CHEMICALS

All sealed bids must be received by the Town Clerk's Office,
One Town Hall Plaza, Clifton Park, New York 12065 by
Thursday, April 21, 2022, at 3:00 PM at which time
sealed bids will be publicly opened and read.

* You may put in a lump sum price below for the 2022 season
and/or choose to breakdown the prices as follows
based on the usage estimates on page three.*

Sodium Hypochlorite per gallon price: \$3.85/Gallon

Car Boy 5 Gallon Bleach: \$19.99 each plus container deposit

Muriatic Acid Per Gallon: \$9.96/Gallon

Sodium Bisulfate Per Pound: \$1.89/Pound

Drum Deposit: \$8.00 refundable container deposit per carboy

Delivery Fuel Surcharge: \$50.00

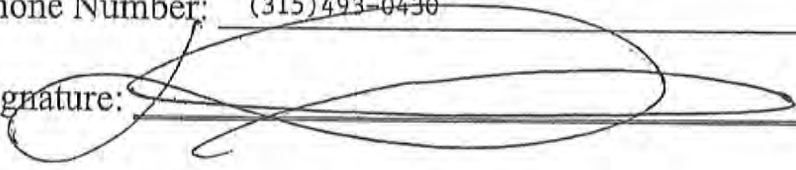
Total Lump Sum Price: _____

Company Name: Slack Chemical Co., Inc.

Address: PO Box 30/465 South Clinton St., Carthage, NY 13619

Contact Person: Derek Davis, General Manager

Phone Number: (315)493-0430

Signature: 

NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO 103d
OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK

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

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

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

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

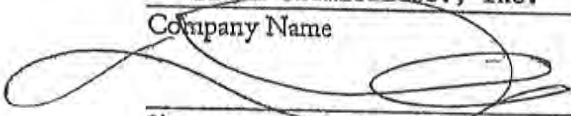
(B) A bid shall not be considered for award nor shall any award be made where (a) - (1), (2) and (3) have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which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

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

By submission of this bid, the undersigned hereby affirms the truth of the foregoing certification under the penalties of perjury.

Slack Chemical Co., Inc.

Company Name


Signature & Title Derek Davis, General Manager

April 13, 2022

Date

ALL BIDDERS MUST SIGN THIS
CERTIFICATION PRIOR TO THE
OPENING OF THE BIDS.



SLACK CHEMICAL COMPANY Inc.

April 13, 2022

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

Reference: "Pool Chemicals"

Dear Purchasing Agent,

I would like to formally request a copy of today's bid tabulation(s). Enclosed, please find a self addressed, stamped envelope for return.

If you would prefer to email or fax this document to us, I have listed the information below.

Email: slack@slackchem.com

Fax# (315) 493-3931 (Attn: Jessica)

I thank you, in advance, for your efforts. Should you need to contact me for any reason, you may call me in the office at (315) 493-0430.

Sincerely,

Jessica Putney
Receptionist
Slack Chemical Co., Inc.
465 So. Clinton St.
Carthage, NY 13619



CHEMICAL COMPANY Inc.

Equal Employment Opportunity Requirements

The equal employment opportunity requirements of 41 C.F.R. §§ 60-1.4(a)(1-7), 41 C.F.R. §§ 60-250.4(a-m), 41 C.F.R. § 60-300.5(a), and 41 C.F.R. §§ 60-741.4(a-f) (promulgated to enforce Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act, as amended, and the Rehabilitation Act of 1973, respectively) are hereby incorporated by reference. By acceptance of this contract, Seller represents that it will comply with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act, as amended, and the Rehabilitation Act of 1973, including all amendments thereto and regulations there under, unless exempted.

ISO 9001:2003

465 S. CLINTON STREET - P.O. BOX 30 - CARTHAGE, NY 13619-0030 - TEL. 315-493-0430 - FAX 315-493-3931
SARATOGA DIVISION - 21 GRANDE BLVD. - SARATOGA SPRINGS, NY 12966 - TEL. 518-226-0529 - FAX 518-226-0743
www.slackchem.com





86 North Hackensack Avenue,
Kearny, NJ 07032-4675
Tel. 973-589-0700
Fax. 973-589-4866
www.kuehnecompany.com

April 14, 2022

Attn: Town Clerk's Office
Town of Clifton Park
One Town Hall Plaza
Clifton Park, NY 12065

RE: BID DATE: April 21, 2022
TIME: 3:00 pm
FOR: POOL CHEMICALS 2022

Ladies and Gentlemen:

We regret we are unable to submit a response for your request for quotation at this time.

However, we would appreciate your consideration in placing our name on your list of bidders for notification of future bids.

Sincerely,

Cynthia LaValley
Sales Coordinator

Kuehne Chemical Co., Inc.



Resolution No. of 2022, a resolution authorizing the purchase of a 22ft wood tilt deck trailer for use by the Highway Department.

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

WHEREAS, Highway Superintendent, Dahn Bull solicited quotes for the purchase of a flat-bed trailer for general use by the Highway Department for hauling equipment and to support paving operations, and

WHEREAS, quotes were received from three sources, and H&M Equipment submitted the lowest quotes for the equipment, and

WHEREAS, Highway Superintendent Dahn Bull has advised that the Kaufman 8K 22-foot wood tilt deck trailer will meet the needs of the Highway Department and is currently available from H&M Equipment Co., Inc. Amsterdam; now, therefore, be it

RESOLVED, that the Highway Department is hereby be authorized to purchase a Kaufman 8k Trailer per the attached list, in an amount not to exceed \$10,256.00 to be paid from DA-5130-219 (Highway – Machinery – Highway Truck).

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Monday, April 25, 2022 12:54 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 05-02-2022 Highway Department
Attachments: 6266d210aeb17-Backup for 17k Trailer.pdf

An item has been submitted to the Resolution Request form for review.

Department: **Highway Department**
Your email: **dbull@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **D. Bull**

Requested Meeting Date: **05-02-2022**

Brief Description: **A resolution purchasing a Kaufman 22 ft wood deck tilt trailer.**

Budget #: **DA-5130-219**
Budget Description: **Vehicle/Equipment**
\$ Amount: **\$10,256.00**

Additional Comments/Details: **This trailer will be used for blacktop repair operations and is capable of holding our broom box, excavation buckets and milling head, while hauling equipment like the mini roller and bobcat skidsteer.**

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:



4551 State Highway 30 • Amsterdam, New York 12010 • 518-843-1660 • Fax: 518-843-1860 • www.hmequipment.com

SOLD TO
78125 TOWN OF CLIFTON PARK
ONE TOWN HALL PLAZA
CLIFTON PARK, NY 12065

SHIP TO

Sold By: NELSON PO #: KAUFMAN 8K TRAIL Date: 3/30/22 EQUIPMENT SALE EA10118
Ship By: Tax #: 14-6002129 10:36:25 PRT: 3 Open

Tax	D	Qty	Description	Price	Amount
			KAUFMAN 8K 22FT WOOD TILT DECK	\$10,604.00	
			STATE DISCOUNT	-\$378.00	
			SALE PRICE	\$10,226.00	
			NYS INSPECTION	\$20.00	
			NYS TIRE TAX	\$10.00	
			TOTAL SALE PRICE	\$10,256.00	

PRICING GOOD FOR 15 DAYS

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

2% Service Charge On All Past Due Accounts.
Keep This Slip For Reference.

X _____

Charge Sale

Phone: (518) 371-6651

PAY THIS AMOUNT

\$0.00

Kingdom Trailers

Phone: (802) 748-0608

659 Wightman Road
Danville, VT 05828

Email: sales@802trailers.com

**(802) 748-0608****2021 Kaufman Deluxe Tilt Deck 17k GVW 22 Equipment Trailer**

Stock #: tbd	VIN #: tbd	Year: 2021
Manufacturer: Kaufman Trailers	Width: 984" or 82'	Length: 264" or 22'
Weight: 3530	GVWR: 17000	Payload: 13470
# Axles: 2	Axle Capacity: 8000	
URL: https://www.802trailers.com/all-inventory?stock=tbd		

Price \$ 10,900.00

Description

The 17000 GVWR Deluxe Wood Floor Tilt Equipment Trailer like all our other Deluxe models is fully equipped with all our best features. A heavy duty running gear package with heavier axles, tires, and a super duty cast iron coupler are the key features. The running gear features 8,000 lb. 8 lug axles with 17.5 in. heavy duty load range H radial tires and heavy duty slipper spring suspension. The coupler is a super duty three bolt cast iron unit. The frame is 6 in. channel with a 6 in. channel wrap around tongue. A tool box with a lockable lid, 17 in. cross-member spacing, stake pockets with a rub rail on the outside, and full reflective tape are all included. A US made sealed modular wiring harness with lifetime LED lighting assures trouble-free lighting on every 17000 GVWR Deluxe Wood Floor Tilt Equipment Trailer.

Sealco Wiring Harness

US Made Sealco Harness. All Heavy Cable and Molded Connections. Ask Our Competitors To Show You THEIR Harness Before You Buy.

Specifications

| G.V.W.R. | 17,000 GVWR |

| Electrical | Sealed wiring harness with lifetime LED lights |

| Frame | 6 in. Channel, with 3 in. channel crossmembers 17 in. on center |

- | Tongue| 6 in. Channel wrap around|
 - | Tires| 215/75 R17.5|
 - | Floors| 2 in. Treated Wood|
 - | Coupler| Super duty cast iron 2 5/16 adjustable coupler|
 - | Safety Chains| Heavy duty safety chains|
 - | Ramps| 29 in. Wide x 16 in. long beveled extensions|
 - | Tie Downs| Stake pockets and Rubrail|
 - | Deck Length| 22 ft. (8 ft. + 14 ft. 6 in. tilt deck with hydraulic cylinder)|
 - | Deck Height| 26 in.|
 - Deck Width| 82 in. Between fenders|
 - | Fenders| Diamond plate fenders|
 - | Brakes| All wheel electric brakes|
 - | Wheels| Silver or white mod (Based on stock)|
 - | Jack| 12,000 lb. Drop foot jack|
 - | Axles| 2-8,000 lb. e-z lube axles|
 - | Suspension| Slipper springs|
 - | Toolbox| Chain box with lockable lid standard|
 - | Finish| Primed, 2 coats of automotive grade enamel, pin striped|
- SPAPRE WHEEL AND TIRE INCLUDED!!!**

Delivery Available ASK US FOR OUR RATES

No prep or admin fees!!!

Resolution No. _____ of 2022, a resolution authorizing the Highway Superintendent to retain Precision Trenchless LLC to perform repairs and upgrades to stormwater facilities within Town.

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

WHEREAS, by Resolution No. 239 of 2021, the Town Board designated \$350,000.00 of the Town's funds from the American Rescue Plan Act of 2021 for stormwater upgrades and repairs, and

WHEREAS, pursuant to General Municipal Law Section 103 (16), municipalities in New York are authorized to "piggyback" from competitively bid contracts of other municipalities within the state, so long as the bid process from the original contracting entity was conducted through a sealed bid process pursuant to the statute, and the bid notice provided for such piggybacking and

WHEREAS, the Highway Superintendent has now requested authorization to enter a contract with Precision Trenchless, LLC, 1710 Erie Blvd., Schenectady, NY, using the piggyback option from the 2020 Contract #10394 of Onondaga County, attached, whose bids were opened on May 7, 2020, with prices valid through June 30, 2023, according to bid documents and correspondence reviewed from the Onondaga County Division of Purchase, and

WHEREAS, according to information provided by the Highway Superintendent, Precision Technologies has provided quotes in the amount of \$357,637.66 for sliplining pipes per Exhibit A, using unit prices as bid in the Onondaga contract; now, therefore, be it

RESOLVED, that the Superintendent of Highways is authorized to retain Precision Technologies LLC for a total amount not to exceed \$357,637.66 from DA-5110-037 (Highway Budget – Paving – Sliplining); and be it further

RESOLVED, that the Comptroller is authorized to transfer \$350,000.00 from ARPA funds to DA-5110-037.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, April 26, 2022 12:36 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 05-02-2022 Highway Department
Attachments: 62681f5b9c2c5-20220425133029674.pdf; 62681f5b9e3b7-pricing Clifton Park Various locations.pdf; 62681f5b9e4b9-ARP Fund List for Sliplining Resolution 239 of 2021.pdf; 62681f5b9e643-Resolution 239 of 2021.pdf

An item has been submitted to the Resolution Request form for review.

Department: **Highway Department**
Your email: **dbull@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **D. Bull**

Requested Meeting Date: **05-02-2022**

Brief Description: **A resolution biggybacking off the Onandaga County Contract for sliplining services, a cured in place pipe lining process using UV Rays. This company would be using the ARPA funds approved by the Town Board.**

Budget #: **DA-5110-037**
Budget Description: **Paving/Sliplining**
\$ Amount: **\$350,000.00 from ARPA, and \$200,000.00 from Budget**

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

*Resolution To Retain Dan Precision ^{Thio-etal-25 LLC} ~~Contract~~
To Perform Repairs and Upgrades To Stormwater facilities
Within The Town.*

EXHIBIT A

THE
P R E C I S I O N
Precision Industrial Maintenance, Inc. • Martin Environmental Services, Inc.
Precision Trenchless, LLC
G R O U P

On Behalf of Precision Trenchless LLC, I am pleased to present you with pricing for Cleaning & CCTV inspection of UV cured pipe @ various locations in the Town of Clifton Park.

Work scope included in pricing

- CCTV with thumb drive video and reports
- High pressure jetting of pipe
- PW Rates included in pricing

Exclusions

- Any repairs to pipe
- Water source to be provided if needed by others
- Final billing will be done with post CCTV footages
- Area to dump spoils from cleaning to be provided by others

Per Onondaga County contract

Tallow Wood Dr

230LF 12 inch @ 58.78 per foot total length	\$ 13,519.40
Bypass	<u>\$ 500.00</u>
Total	\$ 14,019.40

Belmonte/Eldorado Drive (if pipe is 24 inch) 3 days expected

65LF 24 inch @ 159.95 per foot total length	\$ 10,396.75
Bypass	\$ 10,500.00
Heavy Cleaning	<u>\$ 1,105.00</u>
Total	\$ 22,001.75

Silver Maple

450LF 18 inch @ 122.56 per foot total length	\$ 55,152.00
Bypass	\$ 7,000.00
Heavy Cleaning	<u>\$ 5,850.00</u>
Total	\$ 68,002.00

Willow Brook Ln

166LF 36 inch @ 287.61 per foot total length	\$ 47,743.26
Bypass	\$ 3,500.00
Heavy Cleaning	<u>\$ 2,822.00</u>
Total	\$ 54,065.26

THE
P R E C I S I O N
 Precision Industrial Maintenance, Inc. • Martin Environmental Services, Inc.
 Precision Trenchless, LLC
G R O U P

185 Ashdown 45LF 24 inch @ 159.55per foot total length	\$ 7,197.75
Bypass	\$ 3,500.00
Heavy Cleaning	<u>\$ 756.00</u>
Total	\$ 11,453.75

608 Waite Rd 45LF 24 inch @ 159.55per foot total length	\$ 7,197.75
Bypass	\$ 3,500.00
Heavy Cleaning	<u>\$ 756.00</u>
Total	\$ 11,453.75

19 Huntington Parkway	
315LF 24 inch @ 159.55per foot total length	\$ 50,384.25
Bypass	\$ 7,000.00
Heavy Cleaning	<u>\$ 5,355.00</u>
Total	\$ 62,739.25

Hubbs Rd west of NG pole 92.5	
15 inch @ 94.60 x 60 per foot total length	\$ 5,676.00
Bypass	<u>\$ 3,500.00</u>
Total	\$ 9,176.00

Hubbs Rd between NG poles 86 & 85.5	
30 inch @ 218.81 x 50 per foot total length	\$10,940.50
Bypass	<u>\$ 3,500.00</u>
Total	\$14,440.50

Macelroy Rd #603	
20 inch @ 159.95 x45 per foot total length	\$ 7,197.75
Bypass	<u>\$ 3,500.00</u>
Total	\$10,697.75

Macelroy Rd #627	
20 inch @ 159.95 x45 per foot total length	\$ 7,197.75
Bypass	<u>\$ 3,500.00</u>
Total	\$10,697.75

THE
P R E C I S I O N
 Precision Industrial Maintenance, Inc. • Martin Environmental Services, Inc.
 Precision Trenchless, LLC
G R O U P

Macelroy Rd #643	
18 inch @ 122.56 x 45 per foot total length	\$ 5,515.20
Bypass	<u>\$ 3,500.00</u>
Total	\$ 9,015.20

Macelroy Rd #661	
48 inch @ 425.00 x 45 per foot total length	\$19,125.00
Bypass	<u>\$ 4,900.00</u>
Total	\$24,025.00

Macelroy Rd NG pole 19.5 Near rolling Meadows	
12 inch @ 58.78 x 60 per foot total length	\$ 3,526.80
Bypass	<u>\$ 500.00</u>
Total	\$ 4,026.80

Macelroy Rd NG pole 28	
24 inch @ 159.95 x 50 per foot total length	\$ 7,997.50
Bypass	<u>\$ 3,500.00</u>
Total	\$11,497.50

Macelroy Rd NG pole 32	
12 inch @ 58.78 x 60 per foot total length	\$ 3,526.80
Bypass	<u>\$ 500.00</u>
Total	\$ 4,026.80

Ashtown Rd #138	
15 inch @ 94.60x 40 per foot total length	\$ 3,784.00
Bypass	<u>\$ 3,500.00</u>
Total	\$ 7,284.00

Waite Rd #566	
18 inch @ 122.56 x 45 per foot total length	\$ 5,515.20
Bypass	<u>\$ 3,500.00</u>
Total	\$ 9,015.20

THE
P R E C I S I O N
Precision Industrial Maintenance, Inc. • Martin Environmental Services, Inc.
Precision Trenchless, LLC
G R O U P

Project total estimate

\$357,637.66

Signature _____

Date _____

Please contact me with any questions

Sincerely,

Lawrence Curtis,
Precision Trenchless, LLC
518 225 7129

*Comptroller
SD
Sewer
Kerry*

Resolution No. 239 of 2021, a resolution designating a portion of the town's funds from the American Rescue Plan Act of 2021 to projects as authorized by the act.

Introduced by Councilwoman Standaert, who moved its adoption, seconded by Councilwoman Flood.

WHEREAS, by Resolution No.192 of 2021, the Town Board accepted the municipal share of American Rescue Plan funding with the first installment of \$1,857,334 received on July 16, 2021, and

WHEREAS, on July 28, 2021, the Supervisor convened a working group of town department heads to solicit high priority projects in categories eligible for funding under the federal legislation and final rule, as published by the U.S. Department of the Treasury, and

WHEREAS, the Town Board has held multiple discussions at Town Board meetings regarding options for allocating ARPA funding, and

WHEREAS, following discussion of the high priority infrastructure projects and eligibility for not-for-profit funding at the Town Board meeting of September 20, 2021, Councilman Morelli made a motion, followed by a second on the motion from Supervisor Barrett to allocate a portion of the ARPA funds to the following eligible categories:

- \$ 450,000 for emergency generators for Clifton Park Sewer District No. 2 and Clifton Park Sewer District No. 1 per attached Schedule A
- \$ 350,000 for stormwater upgrades and repairs per attached Schedule B
- \$ 60,000 for engineering services to begin to analyze the options to upgrade gasoline pumps operated and maintained by the Highway Department
- \$ 200,000 to distribute to not-for-profit entities serving the residents of Clifton Park to respond to impacts from the Coronavirus Pandemic and related governmental policies pursuant to Town Board approval and adoption of Grant Funding Application

and

WHEREAS, following discussion, the matter was tabled by unanimous vote, and

WHEREAS, the Town Board has discussed priorities and projects in detail, and wishes to proceed with dedicating a portion of the ARPA funds received in 2021; now, therefore, be it

RESOLVED, that the Comptroller is directed to segregate \$1,060,000 of the ARPA funds as follows: up to \$450,000 for sanitary sewer improvements, up to \$350,000 for stormwater upgrades and repairs, up to \$60,000 for engineering services for the Highway Department gas pumps, and up to \$200,000 for not-for-profit organizations serving Clifton Park residents.

ROLL CALL VOTE

Ayes: Councilwoman Flood, Councilwoman Standaert, Councilman Morelli,
Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

October 18, 2021

Teresa Brobston, Town Clerk

SCHEDULE A

Town of Clifton Park Sewer Department ARPA Designations - \$450,000 Total

Clifton Park Sewer District #1

Green Meadow Drive Pump Station, 35kw-40kw Genset. \$75k w/engineering

Clifton Park Sewer District #2

35kw-40kw gensets with ATS. \$75k w/engineering for 5 Stations: \$375,000

SCHEDULE B
Town of Clifton Park Highway Department
ARPA Stormwater Sliplining Upgrades and Repairs - \$350,000

Status	Street Name	Type	Diameter	Length	Depth	Liner cost	Bypass	Total
	132-144 Tallow Wood Drive	CB/CB	12"	250	16'	\$ 54.69	\$ 3,500.00	\$ 17,172.50
	Belmonte/Eldorado Drive	CLVT	24"	200	35'	\$ 159.95	\$ 7,000.00	\$ 38,990.00
	6 Willow Brook Drive	BC/OL	36"	350	10'	\$ 270.00	\$ 7,000.00	\$ 101,500.00
	9 Silver Maple Drive	CB/CB	24"	400	35'	\$ 159.95	\$ 7,000.00	\$ 70,980.00
	19 Hungton Parkway	CB/OL	36"	550	20'	\$ 270.00	\$ 7,000.00	\$ 155,500.00
	608 Waite Road	CLVT	24"	60	10'	\$ 159.95	\$ 3,500.00	\$ 13,097.00
	185 Ashdown Road	CLVT	24"	60	6'	\$ 159.95	\$ 7,000.00	\$ 16,597.00
							TOTAL	\$ 413,836.50

Remaining \$63,836.50 in Costs to be paid for by existing funds in the 2021 Approved Town Budget

Stormwater Sliplining Initiatives

Status	Street Name	Type	Diameter	Length	Depth	Liner cost	Bypass	Total	Permit
Complete	132 Tallow Wood Drive/Esmnt	CB/MH	18"	235	22'	\$ 122.56	\$ 3,500.00	\$ 32,301.60	No
Complete	Blue Jay Way	CB/CB	Various	Various	Various	\$ -	\$ -	\$ 125,363.00	No
	5A Brookline Drive	CB/OL	36"	350	12'	\$ 287.61	\$ 7,000.00	\$ 107,663.50	No
	89 Algonquin Drive	CB/OL	48"	120	5'	\$ 325.00	\$ 10,500.00	\$ 49,500.00	No
	5-9 Newport Drive	CB/CB	12"	200	7'	\$ 54.69	\$ 3,500.00	\$ 14,438.00	No
	24-26 Berkshire Drive West	CB/CB	18"	150	16'	\$ 122.56	\$ 3,500.00	\$ 21,884.00	No
	132-144 Tallow Wood Drive	CB/CB	12"	250	16'	\$ 54.69	\$ 3,500.00	\$ 17,172.50	No
	Belmonte/Eldorado Drive	CLVT	24"	200	35'	\$ 159.95	\$ 7,000.00	\$ 38,990.00	Yes
	6 Willow Brook Drive	BC/OL	36"	350	10'	\$ 270.00	\$ 7,000.00	\$ 101,500.00	Yes
	9 Silver Maple Drive	CB/CB	24"	400	35'	\$ 159.95	\$ 7,000.00	\$ 70,980.00	No
	19 Hungton Parkway	CB/OL	36"	550	20'	\$ 270.00	\$ 7,000.00	\$ 155,500.00	Yes
	608 Waite Road	CLVT	24"	60	10'	\$ 159.95	\$ 3,500.00	\$ 13,097.00	Yes
	185 Ashdown Road	CLVT	24"	60	6'	\$ 159.95	\$ 7,000.00	\$ 16,597.00	Yes
	19 Damask	CB/CB	24"	250	12'	\$ 159.95	\$ 7,000.00	\$ 46,987.50	No
	1-3 Blossom Hill Court	CB/CB	15"	145	9'	\$ 89.25	\$ 3,500.00	\$ 16,441.25	No
	31 Leonardo Drive	CB/CB	12"	175	7'	\$ 54.69	\$ 3,500.00	\$ 13,070.75	No
TOTAL								\$ 841,486.10	

Condition	Climate
Failed	Construction
Sinkholes	Standing Water
pinholes	Dry
Sinkholes	Dry
Sinkholes	Dry/little water
Sinkholes	Dry/little water
Sinkholes/failing	Dry
Eroding gully/failing	Creek
Sinkholes/erosion	Creek
Sinkholes	Creek/Flowing Water
Sinkholes	Creek
No Bottom	Flowing Water
No Bottom	Creek
pinholes	Running Water
pinholes	Dry
Failed	Dry

Executive Summary



Document Checklist

I. DOCUMENT INFORMATION	
Contract #	0000004284

II. CHECKLIST	
<input checked="" type="checkbox"/>	New Contract Document
<input type="checkbox"/>	Renewal
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Change Order
<input checked="" type="checkbox"/>	Service
<input type="checkbox"/>	Product
<input type="checkbox"/>	Revenue
<input type="checkbox"/>	Public work
Explain:	
<input checked="" type="checkbox"/>	Bid
<input type="checkbox"/>	RFP
<input type="checkbox"/>	Other:
Contractor: PRECISION TRENCHLESS LLC	
Department: Water Environment Protection	
Start Date: July 01, 2020	
End Date: June 30, 2023	
Remarks: Bid contract for WEP where vendor provides sewer line rehab via cured in place pipe lining. Pricing is per task, per pipe, and per bid details as called for by WEP.	
Approving Attorney: Patrick M. Kilmarin <i>(Signature)</i>	

DocuSigned by:
Mary Beth Primo
 1486FFDA5C4C4F6...

DS
MP



AGREEMENT

DEPARTMENT: Water Environment Protection

CONTRACT NO. 0000004284

Description: Cured In-Place Pipe Lining	Begin Date: July 01, 2020
Supplier Contract Ref: bid #0010394	Expire Date: June 30, 2023
Supplier: PRECISION TRENCHLESS LLC	
Supplier ID: 0000029531	
Lawrence Curtis	Administrator/Buyer: Howard Mansfield
LCurtis@PIM-Inc.com	HowardMansfield@ongov.net
518-346-5800	315-435-3458
1710 ERIE BLVD, SCHENECTADY, NY, 12308	County address: John H. Mulroy Civic Center, 13 th floor, 421 Montgomery Street, Syracuse, NY 13202-2989

This Agreement, made and entered into and effective ("Effective Date") as of the latter date this Agreement is signed by the County of Onondaga ("County") and PRECISION TRENCHLESS LLC ("Supplier"), is as follows:

WORK TO BE PROVIDED:

County engages Supplier to timely provide the material, equipment, labor and/or services ("Work") set forth in the attached **Exhibit #1 - Time for Work (Performance or Delivery) and Technical Specifications**.

Such Work will be authorized by the County only upon issuance of a purchase order ("Purchase Order") and only to the extent specified therein. Each such duly issued Purchase Order shall specify the extent of the Work.

This Agreement establishes the master set of terms and conditions governing the Work authorized by the issuance of one or more such Purchase Orders. Until such time as a Purchase Order is issued by County for specific portions of the Work, following a certification within the County that funds are appropriated and available to support such Work, County shall not have incurred a financial obligation under this Agreement for such Work.

TIME FOR WORK (PERFORMANCE OR DELIVERY) AND TECHNICAL SPECIFICATIONS:

The Supplier shall perform the Work, subject only to the issuance of a Purchase Order, according to the timeline for the Work set for on **Exhibit #1**.

PRICING:

The pricing ("Pricing") paid for the Work performed shall be according to the terms set forth on **Exhibit A**.

TERM:

The term ("Term") of this Agreement shall commence on July 01, 2020 and shall continue for a period of one year, unless terminated earlier.

RENEWAL:

The parties may agree to extend this Agreement for not more than two additional periods of one year each, where any such extension is to be in the form of an amendment duly executed by all parties.

USE OF ELECTRONIC CONTRACT SYSTEM:

The parties acknowledge that this Agreement memorializes the agreement of the parties on the terms and conditions governing the transaction described herein **and that this Agreement takes precedence over inconsistent information relative to the transaction located within the Supplier Contract System/PeopleSoft, where such information is kept for administrative convenience.** The parties further acknowledge that the use of electronic signature, affixed through DocuSign, may be accepted as valid and binding, provided that the proper security protocols are followed. The documents may be signed in counterparts.

STANDARD TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS

The Supplier shall perform the Work according to the standard terms and conditions ("Standard Terms and Conditions") set forth on **Exhibit B**. The Supplier shall, throughout the Term of this Agreement, comply with all the insurance requirements ("Insurance Requirements") set forth in **Exhibit C**.

EXHIBITS:

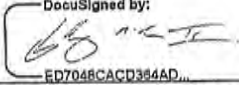
The following documents are incorporated into this Agreement by reference and are made a part hereof:

- Exhibit 1: Time for Work (Performance or Delivery) and Technical Specifications.
- Exhibit A: Contract Pricing Sheet
- Exhibit B: Standard Terms & Conditions.
- Exhibit C: Insurance Requirements.

IN WITNESS WHEREOF, County and Supplier have executed this Agreement on the dates hereinafter written.

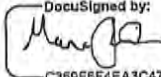
County of Onondaga

Dated:

By: 
ED7048CADC354AD...
J. Ryan McMahon, II, County Executive

PRECISION TRENCHLESS LLC

Dated:

By: 
C369F8F4EA3C47E...



Technical Specifications and Contract Duration

Exhibit #1

County of Onondaga
 Executive Department - Division of Purchase
 John H. Mulroy Civic Center, 13th floor
 421 Montgomery Street
 Syracuse, New York 13202-2989
 Phone (315) 435-3458 - Fax (315) 435-3424

Bid Reference: BID0010394

Procurement Description: Cured In-Place Pipe Lining	Date of Bid Release: 04/16/2020 at 11:00 AM	Bidder: PUBLIC EVENT DETAILS Submit To: Onondaga County DIV OF PURCHASE John H Mulroy Civic Center, 13th Floor 421 Montgomery Street Syracuse NY 13202 United States Contact: Stephanie Cunningham Email: stephaniecunningham@ongov.net
Deadline for Submission of Questions: April 29, 2020	Bid Submission Deadline: Date/Time: 05/07/2020 at 02:00 PM	
Is a Bid Security Required? No	Pre-Bid meeting: No	
If a Bid Security Required, the amount of such bond is as follows: N/A	Is a Performance Security Bond Required? Yes	
PRC Number: Yes PRC Number: 2020004097	If a Performance Security Bond is required, the amount of such bond is as follows: \$500,000.00	

Is the Bidder required to submit the Specialty Sub-Contractor Listing (NY GML §101(5) -- Wicks) in a separate sealed envelope within the Bid envelope? No (If Yes, the Specialty Sub-Contractor Listing should be included with the Bid Packet)

Term:

The term of this Agreement shall commence on July 01, 2020 and shall expire on June 30, 2021, unless terminated earlier.

Bid Results:

Bid results will be available on our website by 3 PM on the date of the bid opening. Go to www.ongov.net, follow the departmental link to "Purchasing", select the "Bid Results" tab on the left, and then follow the instructions. Please be sure to have the Bid Reference number available.

Contact Person:

Please address all questions, in writing, to Stephanie Cunningham, Specification Writer, Division of Purchase at stephaniecunningham@ongov.net.

MINIMUM SPECIFICATIONS

CURED-IN-PLACE PIPE LINING

Onondaga County is soliciting bids to rehabilitate sewer pipe utilizing a cured-in-place pipe lining product cured with either ultraviolet light or heat medium.

SCOPE:

Provide all equipment, materials, tools, labor, incidentals and services necessary for traffic control, bypass pumping and/or diversion of flows, cleaning and television inspection of sewers to be rehabilitated, liner installation, reinstatement of service connections, all quality controls, provide samples for performance of required tests, find television inspection, testing of the rehabilitated pipe system, warranty work and other work as shown, specified, and required for assessing the condition of host pipes and, where necessary, installing cured-in-place pipe lining.

1. GENERAL INFORMATION

- A. The Contractor shall provide all equipment, materials, tools, labor and incidentals required to perform high pressure water jetting, cleaning, rodding, brushing, root cutting, and flushing of designated sewers prior to internal inspection by closed circuit television and cured-in-place pipe lining (CIPPL) operations.
- B. The Contractor shall provide all equipment, materials, tools, labor and incidentals, including maintenance and protection of traffic (MPT), bypass pumping, odor controls, and any necessary permits, for the installation and testing of CIPPL within the sewer main.
- C. The sewer main CIPPL process shall consist of inserting a resin impregnated flexible liner tube into an existing sewer, expanding the tube out against the sewer pipe, and curing the tube to form a pipe liner. Curing shall be accomplished by applying ultraviolet light or a heat medium to obtain the desired cure throughout the tube extending the full length of the original pipe from manhole to manhole.
- D. The CIPPL shall cure into a hard, impermeable liner of the specified thickness forming a structurally sound jointless and water tight new pipe within a pipe with a uniformly smooth interior. The Owner's construction management software (Procore) shall be utilized to facilitate project coordination and sharing of information, including task orders, submittals, inspections and work logs. Access shall be provided to all project team members.
- E. Submittals
 1. Performance Work Statement including a detailed installation plan describing all preparation work, cleaning operations, pre-construction CCTV inspections, bypass pumping plans, traffic control, installation procedure, method of curing and schedule, reinstatement of service connections, quality control, testing to be performed, final CCTV inspection, warranty and all other necessary and appropriate work for a complete liner installation.

MINIMUM SPECIFICATIONS (cont'd)

2. Cured-In-Place Pipe Lining

- a. Summary table of CIPPL material properties, including short-term flexural modulus of elasticity, 50-year flexural modulus of elasticity, short-term flexural strength (bending stress), 50-year flexural strength (bending stress), and chemical resistance. Certified test reports shall be submitted verifying each value as described herein.
- b. Independent third party testing of at least one hundred (100) lined manhole to manhole segments with results that meet the product's reported short-term and long-term design flexural modulus with the proposed curing method and product.
- c. Independent third party certified laboratory test reports demonstrating that the exact resin and liner combination to be used for the project meets the requirements for initial structural properties (ISO 178 with wall thickness measured per DIN EN 13566-4) and chemical resistance (performed in accordance with ASTM F1216, Appendix X2).
- d. Independent third party certified laboratory test reports demonstrating that the exact resin and liner to be used for the project has been tested for long-term flexural modulus of elasticity and long-term flexural strength (i.e. 10,000 hour creep testing performed in accordance with ASTM D2990 or DIN 761 for design conditions applicable to the project). When filled resins are proposed, complementary data of the same data for unfilled resin shall also be provided. If the data submitted is not for the exact liner to be used on the project, submit a detailed description of the physical properties of both the liner used in the test and the liner to be used for the project to demonstrate that the two liners are comparable in terms of physical properties.
 1. Test will be performed for 10,000 hours under test conditions and loadings described below. The data points from 1,000 hours to 10,000 hours, or such other time period as determined by the Owner or Engineer based on the curve or slope of the plotted data, of the long-term flexural modulus shall be extrapolated using a Microsoft Excel log-log scale linear regression analysis to determine the minimum service life performance of the resin tube.
 2. Testing will be conducted at:
 - a. Temperature 21 °C to 25°C
 - b. Relative humidity: 50% minimum
 - c. Load will be calculated at 0.25% of the short-term E-modulus as tested per ASTM D790 or ISO 178, or as approved by Owner or Engineer.
- e. The name of the liner and resin manufacturer, the location of the facility where each was manufactured, and a list of appurtenant materials and accessories to be furnished.

MINIMUM SPECIFICATIONS (cont'd)

- f. Structural design calculations and specification data sheets listing all parameters used in the liner design and thickness calculations based on ASTM F2019, Appendix XI, for each pipe segment with less than 10% ovality or based on the WRc Sewerage Rehabilitation Manual, Type II Design, Section 5.3.2.iii for non-round pipe or circular pipes with greater than 10% ovality. All calculations shall assume a fully deteriorated host pipe. All calculations shall be prepared under and stamped by a professional engineer. A Professional Engineer Certification Form shall be submitted for all CIPPL design data.
 - g. The quality management system for the wet-out facility must be registered in accordance with ISO 9001:2008, at a minimum. It must ensure that proper materials and amounts are used in the resin saturation process and in liner shipping and storage. At a minimum, the quality control documentation should include resin lot numbers, volumes of resin, catalyst, enhancers, date of wet-out, storage and transportation controls, and quality assurance procedures. A checklist should be included documenting that each critical step in the resin impregnation process is completed (checked off and initialed).
 - h. Curing schedule for each liner shot.
 - i. Available standard written warranty from the manufacturer of wet-out liner.
3. Hydrophilic end seal and pre-liner specifications, if used, with method of installation.
 4. Safety Data Sheets (SDS) for all materials to be used on the project.
 5. Contingency plan, including methods and equipment to be used to repair unacceptable liner defects and for removing failed liners. Plan for availability and accessibility of backup equipment, such as two (2) service connection reinstatement cutters at the job site.
 6. CIPPL curing log, including as applicable, but not limited to ultraviolet light train information, CIPPL temperatures, pressures, and times during the curing process to document that a proper cure has been achieved.
 7. A report, in a format approved by the Owner or Engineer, upon completion of each task order. This report will include, at a minimum, but not limited to the following data:
 - a. Identification of the sewer pipe section by assigned sewer asset number provided by the Owner or Engineer.
 - b. Type of host pipe material.

MINIMUM SPECIFICATIONS (cont'd)

- c. Length of pipe sections between manholes.
 - d. Location stationing of each service connection and manhole.
 - e. Estimated volume of infiltration at each joint or connection, as applicable.
 - f. Names and applicable certifications of operators conducting CIPPL.
8. Video recording, provided on a USB flash drive, showing sewer conditions prior to lining including service connection and manhole locations.
9. Video recording, provided on a USB flash drive, showing inspection of completed sewer lining, reinstated service connections and transition into manholes.
- F. Assume there will be no access to the service pipe from an upstream cleanout on or off private property. All work must take place from the mainline sewer.
- G. Task orders will be assigned for a minimum of one (1) sewer section, manhole to manhole, assume an average distance of three hundred (300) feet. While the Owner or Engineer will make an effort to group rehabilitation work in a given task order together, the close geographic proximity for all rehabilitation work within a task order cannot be guaranteed. For example, some task orders may include rehabilitation work from different streets or neighborhoods.
- H. The Contractor shall be responsible to follow all federal, state and local requirements for safety, including confined spaces, assess the need for and supplying maintenance and protection of traffic (MPT), as well as any necessary permits to complete the cleaning, inspection, testing and lining work.
- I. The Contractor has the sole responsibility of notifying the public of the work to be done. Each home or business connected to the sewer must be informed via written notice at least one day (24 hours) prior to commencement of work. The Contractor must also leave contact information so the public may call with questions or concerns about the project. Upon completion of the work, immediately reinstate all services and notify the property owner(s) that service is again available. The Contractor shall coordinate work with individual property owners or managers as necessary.
- J. The Contractor shall be responsible for mitigating odors, to the satisfaction of the Owner or Engineer, which may result from work associated with the CIPPL.
- K. Where water is used for insertion and curing processes, it may be supplied from approved existing fire hydrants. The Contractor shall be responsible for obtaining water, including as applicable, permits, approved backflow assemblies and fees.

MINIMUM SPECIFICATIONS (cont'd)

- L. The Contractor must comply with all current New York State Environmental Facilities Corporation (NYSEFC) financial and grant requirements including but not limited to M/WBE-EEO utilization, American Iron and Steel, and Davis-Bacon requirements. Information is available at www.efc.ny.gov.
- M. Bypass pumping of wastewater flow during lining.
1. The Contractor shall be responsible to provide all labor, equipment, power, and materials necessary to install, field test, and operate temporary bypass pumping systems to maintain flow in existing sewers, including individual services, as necessary. The Contractor may interrupt flow from services if necessary to properly complete the work. The Contractor has the sole responsibility of notifying the public of the work to be done. Each home or business connected to the sewer must be informed via written notice at least one day (24 hours) prior to commencement of work. The Contractor must also leave contact information so the public may call with questions or concerns about the project. Upon completion of the work, immediately reinstate all services and notify the property owner(s) that service is again available. The Contractor also assumes all responsibility for blockages, back-ups or damages caused to public or private property as a result of the interruption of service caused by the Contractor's actions.
 2. The Contractor shall submit a bypass plan outlining the design, installation and operation of temporary bypass pumping systems for review by the Owner or Engineer. For pipes equal to or greater than eighteen (18) inches in diameter, a bypass plan stamped by a licensed New York State professional engineer shall be submitted to the Owner or Engineer for review. The review of the bypass plan by the Owner or Engineer shall in no way relieve the Contractor of his responsibility and liability. The bypass system shall meet the requirements of all codes and regulatory agencies having jurisdiction. The bypass system shall be of sufficient capacity to handle existing flows plus additional flows that may occur during a rain event. At a minimum, the bypass system shall have a capacity equivalent to the flowing full capacity of the largest sewer to be rehabilitated as part of this project. The bypass system shall include at a minimum one duty and one standby pump capable of handling the required design flow. The bypass pump shall be setup and ready for immediate operation. Pumps shall be automatically controlled. The Contractor shall insure that the bypass pumping system is properly maintained and a responsible operator shall be on site at all times during operation of the system. Sufficient spare parts shall be available on site in the event that repairs are necessary. The Contractor is responsible for any damage or loss of property that may result from insufficient bypass pumping.

MINIMUM SPECIFICATIONS (cont'd)

3. The Contractor shall incorporate, to the satisfaction of the Owner or Engineer, noise prevention measures for any and all equipment being used to ensure minimum noise impact on the surrounding areas. Such measures may include, but not be limited to, insulated enclosures, hospital grade mufflers or silencers, equipment modifications, and special equipment as necessary.

N. Contractor Qualifications

1. For each method of installation and curing used on the project, the Contractor shall have a history of at least 150,000 linear feet of CIPPL work in sewers using a similar resin and flexible liner tube with the specific method of installation and curing method proposed.
2. For each method of installation and curing used on the project, the CIPPL work shall be supervised by a foreman having previously supervised a minimum of 100,000 linear feet of CIPPL using a similar resin and flexible liner tube with the specific method of installation and curing method proposed.
3. The entity performing the wet-out of the CIPPL shall have been performing this type of work for a minimum of two (2) years and previously wet-out at least 175,000 linear feet of CIPPL.
4. Contractor documented experience and references shall be submitted to the Owner or Engineer upon request.

2. DESIGN REQUIREMENTS

A. Cure-in-Place Pipe Liner

1. The CIPPL system shall be manufactured by Omega Liner Company Inc., Reline America, Inc., Saertex MultiCom LP or equivalent. CIPPL systems shall be subject to evaluation and approval by the Owner or Engineer.
2. The CIPPL shall be a resin impregnated flexible liner tube which is inserted into the sewer to be rehabilitated and cured-in-place by an acceptable curing method. The tube may have a suitable polyurethane membrane coating for protection of the interior surface and to provide a uniform, smooth flow surface and may be removed after installation and curing is completed. The resin shall be a liquid corrosion resistant polyester or vinyl ester resin and catalyst system or epoxy and hardener system and shall be suitable for the design conditions as well as the curing process.
3. The liner tube shall consist of one or more layers of flexible needled felt or an equivalent non-woven and/or woven material capable of carrying resin, withstanding installation pressures and curing temperatures, and compatible with the resin system used, meeting the requirements of ASTM F1216, ASTM F1743 or ASTM F2019 and ASTM D5813. The liner tube shall be fabricated to a size that will fit the internal circumference of the existing sewer main. Allowance shall be made for stretching due to insertion of liner and deterioration of existing pipe walls.

MINIMUM SPECIFICATIONS (cont'd)

4. The minimum liner tube length shall be that deemed necessary by the Contractor to effectively and continuously span the distance from the inlet to the outlet of the respective manholes, unless otherwise specified. The Contractor shall verify the lengths in the field before impregnation and installation of the tube. Individual insertion runs may be made over one or more manhole sections as determined in the field by the Contractor and approved by the Owner or Engineer.
5. Materials shall be shipped, stored and handled in a manner consistent with the written recommendations of the CIPPL system manufacturer to avoid damage, which includes but not limited to, gouging, abrasion, flattening, cutting, puncturing ultraviolet degradation or other damage. All damaged materials shall be disposed of in accordance with all current applicable regulations and replaced at no additional cost to the Owner.
6. The wet-out liner tube shall have a uniform thickness and excess resin distribution that when compressed at the installation pressures will meet or exceed the designed finish wall thickness after cured.
7. The liner tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the tube that may cause delamination in the cured CIPPL. No dry or unsaturated layers shall be acceptable upon visual inspection as evident by color contrast between the tube fabric and the activated resin containing a colorant.
8. The tube shall be marked for distance at regular intervals along its entire length, not to exceed five (5) feet. Such markings shall also include the lining manufacturer's name or identifying symbol, manufacturing lot and production footage.
9. The wall color of the interior pipe surface of CIPPL after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.

10. CIPPL Thickness

- a. The required structural CIPPL wall thickness shall be based, as a minimum:
 1. In accordance with ASTM F2019, Appendix XI, Design Considerations for a circular host pipe with 10% ovality or less.
 2. In accordance with WRc Sewerage Rehabilitation Manual, Type II Design, Section 5.3.2.iii for non-round pipe or circular pipes with greater than 10% ovality.

MINIMUM SPECIFICATIONS (cont'd)

3. A fully deteriorated host pipe
 4. A safety factor of 2.0
 5. A minimum service life of 50 years under continuous service
 6. A modulus of soil reaction of 700 psi
 7. A soil density of 120 lbs/cf
 8. A Poisson's ratio of 0.3
 9. An enhancement factor of 7.0
 10. A groundwater elevation over the pipe equivalent to surface grade
 11. Ovality for each segment as applicable
 12. Live loads for each segment as applicable
 13. Soil depth for each segment as applicable
- b. The flexural modulus and flexural strength used in the design shall be the values as rated for the specified service life and as submitted. When filled resins are proposed, complementary data of the same data for unfilled resin shall be provided.
- c. The Contractor shall provide detailed calculations of the proposed liner thickness as a submittal for review by the Owner or Engineer.
11. The liner shall be fabricated to a size that when cured will tightly fit the sewer being rehabilitated. Allowance for longitudinal and circumferential expansion shall be taken into account when sizing and installing the liner. Field verify all dimensions prior to delivery of the liner. The allowable contact tolerance between the liner and host pipe is 1.0 mm. In cases where any space or gap between the outside surface of the liner and the inside surface of the existing pipe exceeds 1.0 mm, the liner will be deemed deficient and corrective action will be required as determined by the Owner or Engineer. Where irregularities of the existing pipe exist such as offset joints, protrusions, bumps, fluctuating pipe diameter, and deformations remain after the sewer has been prepared in accordance with the contract documents, exception to the contact tolerance will be allowed in the irregularity zone. To the satisfaction of the Owner or Engineer, the exception shall not present an obstruction to sewage flow.
12. The design thickness of the liner shall be arrived at using standard engineering methodology. ASTM F1216, Appendix XI, has such an acceptable methodology that may be used where applicable. The long-term flexural modulus to be used in the design shall be verified through testing. The long-term modulus shall not exceed 50% of the short-term value for the resin system unless the tube contains reinforcements. In the event that a reinforced tube is utilized, the long-term flexural modulus shall be the percentage of the short-term modulus as determined by the above referenced testing.
13. All calculations shall be signed and sealed by a registered civil engineer and be submitted to the Owner or Engineer upon request.

MINIMUM SPECIFICATIONS (cont'd)

B. Resin

1. The liquid polyester or vinyl ester resin and catalyst system or epoxy and hardener system shall saturate the liner tube and produce a properly cured liner which is chemically resistant to typical domestic sewage and storm water, as well as abrasion due to solids, grit and sand. The resin system shall comply with the specified requirements and when properly cured meet the requirements of ASTM F1216. Resins created from recycled materials are not allowed.
2. The Contractor shall furnish a resin able to cure in the presence or absence of water, and a catalyst system compatible with the liner material that provides the cured physical and chemical resistance strengths specified. The resin shall be tinted for visibility and provide indication of adequate liner wet-out. The initiation conditions for cure shall be as recommended by the resin manufacturer and approved by the Owner or Engineer. Upon request, the Contractor shall furnish satisfactory written certification that the materials comply with the manufacturer's standards and the reference specifications. Other resins for special applications may be used as required upon recommendations of the manufacturer.

C. Structural and Physical Properties

1. When cured, the liner shall form a continuous, tight fitting, hard, impermeable liner that is chemically resistant to typical domestic sewage and storm water.
2. The layers of the finished CIPPL shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or such that the knife blade moves freely between the layers. If separation of the layers occurs during testing of the field samples, new samples will be cut from the work. Any reoccurrence may be cause for rejection of the work.
3. The finished CIPPL shall fit tightly to the host pipeline at all observable points and shall meet or exceed the minimum thickness established by the design process. The net inside diameter of the reconstructed lined sewer shall be as large and smooth as possible. The material properties of the finished CIPPL shall meet or exceed the structural standards listed herein.
4. The liner shall be designed to withstand all internal and external loads taking into account internal pressure and external soil pressures, groundwater, paving and full traffic (H-20 or E-80 loads as applicable), all with safety factor of 2.0.

MINIMUM SPECIFICATIONS (cont'd)

5. The cured CIPPL system shall conform to and comply with the minimum criteria listed herein.

Characteristic	Test Method	Cured Composite
Flexural Strength	ASTM D790	4,500 psi
Flexural Modulus (Initial)	ASTM D790; ASTM D2990	250,000 psi
Flexural Modulus (Long Term)	ASTM D2990	125,000 psi

Higher values may be used if recommended by the manufacturer and supported by independent and verifiable tests.

6. Minimum Liner Thickness unless otherwise specified shall be as follows:

Nominal Pipe Diameter	Minimum Thickness
8 inch	4.5 mm
10 inch	6.0 mm
12 inch	6.0 mm
15 inch	7.5 mm
>15 inch	< 50 SDR

7. Chemical resistance shall be in accordance with the requirements ASTM F1216, Appendix X2, Chemical Resistance Tests for polyester resins and completed in accordance with Test Method D543. Exposure should be for a minimum of one month at 73.4 degrees F when subjected to the following solutions:

Chemical Solution	Concentration, %
Tap Water (pH 6-9)	100
Nitric Acid	5
Phosphorus Acid	10
Sulfuric Acid	10
Gasoline	100
Vegetable Oil	100
Detergent	0.1
Soap	0.1

D. **Hydrophilic End Seals**

1. Upon request by the Owner or Engineer, the Contractor shall submit a proposal to supply and install hydrophilic end seals.

MINIMUM SPECIFICATIONS (cont'd)

2. Hydrophilic Seal Manufacturer: De Neef Construction Chemical, LMK Technologies or equivalent. Hydrophilic seals shall be subject to evaluation and approval by the Owner or Engineer.

3. WORK EXECUTION

- A. The Contractor shall clean pipes prior to pre-construction inspection, such that the pipes are free of roots, grease, sand, rocks, sludge, tuberculation (to a tolerance of 0.25 inches projection) and other debris. Protruding taps and seal material will be removed prior to pre-construction inspection.
- B. The Contractor shall conduct a pre-construction inspection of the pipes to plan rehabilitation work. The inspection will confirm the inside diameter, alignment and condition of each segment to be lined, as well as PACP Runners or Gushers, pockets of water, or structural impediments that would affect long-term viability of the pipe liner. The data and information collected from this inspection will be used to verify the size of the liner and refine the installation techniques. Utilizing a color video inspection system with data recording capabilities, the entire inspection of the pipe sections shall be provided on a USB flash drive. The Owner or Engineer reserves the right to require the Contractor to log data using its own software and tracking system where applicable. If unknown physical conditions in the work area are uncovered during the investigation that materially differ from those ordinarily encountered, notify the Owner or Engineer.
- C. The Contractor shall determine the location of all active service connections prior to lining. If necessary, with Owner or Engineer notification, a dye test may be used to verify active service connections. The Contractor shall not reinstate service connections that are not active.
- D. The Contractor shall, as required, provide for continuous flow around the section of pipe that is to be lined. The pump and bypass lines shall be of adequate capacity and size to handle the flow of the sewers. The proposed bypass plan shall be reviewed in advance by the Owner or Engineer. The review of the bypassing system by the Owner or Engineer shall in no way relieve the Contractor of his responsibility and liability.
- E. The Contractor shall maintain two (2) working service connection reinstatement cutters at the job site at all times. Lining work shall not commence if the Contractor does not have the required number of working cutters on site. No additional time or compensation shall be awarded to the Contractor in the event that work is stopped due to the Contractor's failure to comply with this requirement.

MINIMUM SPECIFICATIONS (cont'd)

- F. The Contractor shall designate a location, as applicable, where the liner tube will be impregnated with resin by vacuum or other approved means to thoroughly saturate the liner tube prior to installation. The Contractor shall allow the Owner or Engineer to inspect the materials and wet- out procedure. A resin and catalyst system compatible with the requirement of this method shall be used. All required environmental permits mandated from local, state, and federal levels must be obtained and kept onsite. The liner manufacturer must be registered in accordance with ISO 9001:2008, at a minimum, for its Quality Management System.

- G. Materials shall be shipped to, stored and handled at the site in a manner consistent with the written recommendations of the CIPPL system manufacturer to avoid damage or result in any public safety hazard. All materials shall be subject to inspection and review by the Owner or Engineer prior to installation.

- H. A pre-liner may be installed prior to liner inversion in sewers pipes with infiltration or missing pipe sections.

- I. The Contractor shall insert the flexible liner tube through an existing access way (manhole). The liner material shall be inserted through a manhole by means and method required by the manufacturer, and shall be fully extended to the lower manhole by the application of a hydrostatic head, compressed air, or other approved means. Where applicable, insert the tube such that the seam of the liner is positioned at the six o'clock position. Use only lubricants approved by the liner tube manufacturer. Make allowance for circumferential stretching during insertion. Make allowances for longitudinal stretching during pull-in or inversion. Do not utilize overlapped layers of material in longitudinal seams that cause lumps in the final product.

- J. The Contractor shall ensure that the pressure in the liner exceeds both the pressure due to the groundwater head and any pressure due to sewage in service connections or connecting side sewers.

- K. A tight seal at the manhole or catch basin walls consisting of a resin mixture compatible with the liner and resin system may be applied in accordance with manufacturer specifications.

- L. Neatly and smoothly trim the finished ends of the liner to within two (2) inches of host pipe end. Do not leave any rough edges that may catch debris. Do not leave any portion of CIPPL within the manhole channel.

MINIMUM SPECIFICATIONS (cont'd)

- M. Provide a smooth transition between the existing manhole channel invert and the effluent liner using cement grout or other approved material to prevent settling of sediments or debris from catching on the liner.
- N. The Contractor shall insert continuous or properly trimmed hydrophilic end seals per manufacturer recommendations as requested by the Owner or Engineer. Trimmed seal edges shall be butted up against each other at the crown of the pipe using a 45° miter cut with the ends glued together by use of a manufacturer approved adhesive. Seals with any gap between the ends will not be accepted. If defects in the host pipe near the manhole are such that the end seal will not form a watertight seal between the liner and host pipe, the Contractor shall address the defects in the host pipe to provide a smooth surface to receive the end seal.
- O. The Contractor shall maintain pressure requirements as defined by the manufacturer. The pressure used during the installation process shall be sufficient to hold the liner tight to the pipe wall and prevent wrinkles in the cured liner. The same pressure shall be great enough to prevent infiltration from entering the pipeline during the curing process. The pressure shall be maintained sufficiently long enough to allow pockets of water to exfiltrate through the host pipe and prevent lifts in the liner and resin washout.
- P. Curing
1. Curing shall be accomplished by utilizing ultraviolet light or the appropriate heat medium in accordance with the manufacturer recommended cure procedure and schedule.
 2. Follow submitted cure schedule in curing of liner.
 3. Continuously monitor the curing source or in and output temperatures during the cure cycle and electronically record readings, as applicable. All data shall be submitted to the Owner or Engineer upon request.
 4. Continue curing uninterrupted until the desired product is achieved.
 5. Provide inner and outer film materials that inhibit steam, styrene, or other odors from entering downstream buildings.
 6. For ultraviolet light curing CIPPL;
 - a. All light train sensor readings shall be recorded by computer and document the cure along the entire length of the installed liner. The cure procedure shall be in accordance with the manufacturer recommendations. All data shall be submitted to the Owner or Engineer upon request.

MINIMUM SPECIFICATIONS (cont'd)

7. For heat curing the CIPPL;
 - a. The Contractor shall provide a suitable heat source and distribution system to circulate hot water, air, and/or steam through the pipe as recommended by the manufacturer. The equipment shall be capable of delivering hot water, air, and/or steam to uniformly raise the temperature above that required to cure the resin. This temperature shall be determined by the manufacturer based on the resin and catalyst system employed.
 - b. The heat source piping shall be fitted with suitable continuous monitoring thermocouples to gauge the temperature of the incoming and outgoing curing medium. The temperature of the curing medium shall meet the requirements of the resin manufacture as measured at the heat source inflow and outflow return lines. Additional continuous monitoring thermocouples shall be placed between the impregnated liner tube and the pipe invert at the manholes. The curing medium temperature in the line during the cure period shall be as recommended by the resin manufacturer. Care shall be taken during the elevated curing temperature so as not to over stress the liner materials.
 - c. Initial cure shall be deemed to be completed when inspection of the exposed portions of liner appears to be hard and sound and the remote temperature sensor indicates that the temperature is of a magnitude to realize an exotherm. The cure temperature shall be held for the period recommended by the resin manufacture, during which time the distribution and control of the curing medium shall continue. The curing process for the CIPPL shall consider the host pipe material, resin and catalyst system, ambient temperature, moisture level, and thermal conductivity of the soil.
 - d. Managing the curing water for the Cured In Place Pipe Liner shall meet the requirements of §602-3.02 D.3 of the New York State Department of Transportation Standard Specifications of May 1, 2008, including all addenda issued thereafter unless otherwise specified.
8. The Contractor shall cool the cured liner in accordance with the manufacturer recommendations as described in the Performance Work Statement submitted.
- Q. The Contractor shall provide a finished CIPPL that is continuous and free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes, delamination, and wrinkles at any location totaling more than 5% of host pipe inside diameter.

MINIMUM SPECIFICATIONS (cont'd)

- R. The Contractor shall reinstate all of the existing active service connections in each length of sewer immediately following the cure of the liner. Reinstate active service connections from inside the sewer by means of a remote controlled, CCTV assisted cutting device appropriate for the liner material and the rehabilitated sewer pipe. Each active service connection shall be cut completely open and shall have smooth edges with no protruding material capable of hindering flow or catching and holding solids contained in the flow stream. If the service connection cannot be fully reinstated due to time constraints, open each service connection to a minimum of 75% before the end of each working day. Debris from reinstating service connections shall be removed prior to placing newly lined pipe into service. The Contractor shall not reinstate capped or inactive lateral connections. Notify the Owner or Engineer of locations of inactive service connections.
- S. During the course of the work the Contractor shall hike reasonable care not to disturb areas outside the limits of work. Any areas disturbed by the Contractor shall be returned to their original condition at no expense to the Owner. Any and all debris generated as part of the work shall be removed by the Contractor upon completion of the work.

4. QUALITY CONTROL

- A. No change of material, design values, or procedures as developed before bidding the contract may be made during the course of the work without the prior written approved of the Owner or Engineer.
- B. All liner to be installed under this work may be inspected at the manufacturer plant(s) and wet-out facility for compliance with these specifications by the Owner or Engineer. The Contractor shall require the wet-out facility's cooperation in these inspections. The cost of inspection will be the responsibility of the Owner.
- C. At the time of manufacture, each lot of liner shall be inspected for defects. At the time of delivery, the liner shall be homogeneous throughout, uniform in color, free of cracks, holes, foreign materials, blisters, or deleterious faults.
- D. The liner manufacturer shall have a Quality Management System registered with ISO 9001:2008 at a minimum.
- E. Products used in the work of the project shall be produced by manufacturers regularly engaged in the manufacture of cured-in-place liners for municipal wastewater systems and with a history of successful production acceptable to the Owner or Engineer.
- F. The installing Contractor shall be currently licensed or certified by the cured-in-place lining system manufacturer and shall have demonstrated competency and successful experience in the installation of cured-in-place lining systems in municipal wastewater systems and storm drain pipes. The Contractor shall also be familiar with the specified requirements and the methods needed for proper performance of the work of the project.

MINIMUM SPECIFICATIONS (cont'd)

- G. The Contractor shall submit evidence acceptable to the Owner or Engineer, such as a certified copy of a license or agreement, that it has the authority to use and/or install the liner product.
- H. The finished liner shall be continuous over the entire length of the liner insertion run between the manholes and shall be free from visual defects such as foreign inclusions, dry spots, pinholes, and delamination.
- I. Wrinkles in the finished liner pipe which cause a backwater of one (1) inch or more or reduce the hydraulic capacity of the pipe are unacceptable and shall be removed or repaired by the Contractor. If a void between the wrinkle and the pipe develops, the Contractor shall repair or replace that section. Methods of repair shall be proposed by the Contractor and submitted to the Owner or Engineer for review.
- J. Quality Control Tests
 - 1. The Contractor shall provide samples for testing, in accordance with ASTM F1216, to the Owner or Engineer from the actual installed CIPPL. Samples shall be provided from each section of CIPPL installed or as required by the Owner or Engineer. The samples for diameters of CIPPL less than eighteen (18) inches shall be restrained samples. The sample shall be cut from a section of liner from the same portion to be installed in the ground that has been inverted or pulled through a like diameter pipe which has been held in place by a suitable heat sink. The sample shall be cured under similar conditions as those of the liner installed in the ground. On diameters of CIPPL eighteen (18) inches and larger, the Owner or Engineer may, at its discretion, require plate samples cured with the CIPPL or designate a location in the newly installed CIPPL where the Contractor shall take a sample. The opening produced from the sample shall be repaired in accordance with manufacturer's recommended procedures. All samples shall be labeled in waterproof, indelible ink with the contract number, date of installation, street location, segment number(s), and specified thickness. The samples shall be delivered to Owner or Engineer. The sample testing shall be performed at the Owner's expense by an independent third party laboratory selected by the Owner or Engineer, based on recommendations by the CIPPL manufacturer. All tests shall be in accordance with applicable ASTM test methods to confirm compliance with the requirements specified.

5. CIPPL ACCEPTANCE

- A. Acceptance of the CIPPL shall be based on the Owner or Engineer's evaluation of the resin impregnation quality control reports, curing logs, post-construction inspection video, and laboratory test results for the installed pipe samples, which shall demonstrate:
 - 1. Compliance with the required CIPPL physical properties and thickness.
 - 2. Observed groundwater infiltration of the liner is zero.
 - 3. All active service connections are open and clear.

MINIMUM SPECIFICATIONS (cont'd)

4. There is no evidence of excessive wrinkles, splits, cracks, breaks, lifts, kinks, scalds, blisters, delaminations, crazing or other defects in the liner.
- B. If any defective liner is discovered after it has been installed, it shall be removed and replaced with either a sound liner or a new pipe to the satisfaction of the Owner or Engineer, at no additional cost to the Owner. The Contractor shall be responsible for costs of additional testing required to confirm compliance with these requirements. Obtain approval of the Owner or Engineer for method of repair, which may require field or workshop demonstration.
- C. All CIPPL sample testing and repairs to the installed CIPPL, as applicable, shall be completed before final acceptance, meeting the requirements of the project specifications.

6. WARRANTY

- A. All lining work shall be fully guaranteed by the Contractor for a period of three (3) years from the date of final acceptance unless otherwise stipulated in writing by the Owner prior to the date of conditional acceptance. During this period, any defects discovered by the Owner or Engineer shall be repaired or replaced by the Contractor as recommended by the manufacturer in a satisfactory manner and at no cost to the Owner. In addition to the warranty inspection specified, the Owner or Engineer may conduct independent CCTY inspections, at its own expense, of the lining work at any time prior to the completion of the guarantee period.

B. Warranty Inspection

1. Contractor shall provide, upon request by the Owner or Engineer, a CCTV inspection approximately one (1) year after completion of CIPPL work showing all completed work. Actual period for inspection shall be determined by the Owner or Engineer and will ideally be conducted during high groundwater conditions. Contractor will be provided with a minimum notice of sixty (60) days prior to period of inspection. Inspections shall be conducted in the presence of the Owner or Engineer.

7. REFERENCE STANDARDS

- A. All references to codes and standards shall be to the latest revised version. Comply with applicable provisions and recommendations of the following:
 1. ASTM D543 - Standard and Practice for Evaluating the Resistance of Plastics to Chemical Reagents
 2. ASTM D638 - Standard Test Method for Tensile Properties of Plastics
 3. ASTM D790 - Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
 4. ASTM D792 - Standard Test Methods for Density and Specific Gravity of Plastics by Displacement

MINIMUM SPECIFICATIONS (cont'd)

5. ASTM D2122 - Standard Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings
6. ASTM D2990 - Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics
7. ASTM D3567 - Standard Practice for Determining Dimensions of Fiberglass (Glass-Fiber-Reinforced Thermosetting Resin) Pipe and Fittings
8. ASTM D3681 - Standard Test Method for Chemical Resistance of Fiberglass (Glass-Fiber-Reinforced Thermosetting Resin) Pipe in a Deflected Condition
9. ASTM D5813 - Standard Specification for Cured-in Place Thermosetting Resin Sewer Pipe
10. ASTM F1 216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
11. ASTM F1 743 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pull in and Inflate and Curing of a Resin-Impregnated Tube
12. ASTM F2019 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-in-Place Thermosetting Resin Pipe (CIPP)
13. ASTM F2561 - Standard Practice for Rehabilitation of a Sewer Service Lateral and Its Connection to the Main Using a One Piece Main and Lateral Cured-in-Place Liner
14. NASSCO SPECIFICATIONS
"Performance Specification Guideline for the Installation of Cured-In-Place-Pipe",
2nd Edition, dated June 2011 or most recent version
15. NEW YORK STATE DEPARTMENT OF TRANSPORTATION "Standard
Specifications - Construction and Materials", dated May 1, 2008,
including all addenda issued thereafter unless otherwise specified
16. ISO 178 - Determination of Flexural Properties
17. DIN 761- Glass Reinforced thermosetting plastics (GRP) pipes
18. DIN EN 13566-4 - Plastics Piping Systems for Renovation of Underground Non-Pressure Drainage and Sewerage Networks
19. WRc Sewerage Rehabilitation Manual, Type II Design, 4th Edition, 2001

Contract Pricing Sheet

Exhibit A

Bid Reference: BID0010394

Procurement Description: Cured In-Place Pipe Lining	Date of Bid Release: 04/16/2020 at 11:00 AM	Bidder: PUBLIC EVENT DETAILS Submit To: Onondaga County DIV OF PURCHASE John H Mulroy Civic Center, 13th Floor 421 Montgomery Street Syracuse NY 13202 United States Contact: Stephanie Cunningham Email: Stephanie.Cunningham@ongov.net
Deadline for Submission of Questions: April 29, 3030	Bid Submission Deadline: Date/Time: 05/07/2020 at 02:00 PM	
Is a Bid Security Required? No	Pre-Bid Meeting: No	
If a Bid Security Required, the amount of such bond is as follows: N/A	Is a Performance Security Required? Yes	
PRC Number: Yes PRC Number: 2020004097	If a Performance Security is required, the amount of such bond is as follows: \$500,000.00	

Furnish Cured In Place Pipe as specified on the Precision Trenchless Pricing pages which are attached hereto and incorporated herein and made a part of this Exhibit "A".

CURED - IN - PLACE PIPE LINING
Itemized Bid Sheet

ITEM	DESCRIPTION	UNIT	UV CURED UNIT PRICE	HEAT CURED UNIT PRICE
1A	Provide temporary bypass pumping system for 6" to 12" CIPP restoration as specified.	Per Day	500 ⁰⁰	
1B	Provide temporary bypass pumping system for 15" to 24" CIPP restoration as specified.	Per Day	3500 ⁰⁰	
1C	Provide temporary bypass pumping system for 30" CIPP restoration as specified.	Per Day	3500 ⁰⁰	
1D	Provide temporary bypass pumping system for 36" CIPP restoration as specified.	Per Day	3500 ⁰⁰	
1E	Provide temporary bypass pumping system for 42" CIPP restoration as specified.	Per Day	4900 ⁰⁰	
1F	Provide temporary bypass pumping system for 48" CIPP restoration as specified.	Per Day	4900 ⁰⁰	
1G	Provide temporary bypass pumping system for 60" CIPP restoration as specified.	Per Day	5900 ⁰⁰	
1H	Removed from bid			
2A	Provide new 6" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	40.00	
2B	Provide new 6" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	40.00	
2C	Provide new 6" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	40.00	
3A	Provide new 8" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	44.94	
3B	Provide new 8" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	44.94	
3C	Provide new 8" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	44.94	
4A	Provide new 10" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	48 ⁵²	
4B	Provide new 10" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	48 ⁵²	

ITEM	DESCRIPTION	UNIT	UV CURED UNIT PRICE	HEAT CURED UNIT PRICE
4C	Provide new 10" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	48 ⁵²	
5A	Provide new 12" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	54 ⁶⁹	
5B	Provide new 12" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	54 ⁶⁹	
5C	Provide new 12" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	54 ⁶⁹	
6A	Provide new 15" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	89 ²⁵	
6B	Provide new 15" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	89 ²⁵	
6C	Provide new 15" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	89 ²⁵	
7A	Provide new 18" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	115 ³¹	
7B	Provide new 18" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	115 ³¹	
7C	Provide new 18" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	115 ³¹	
8A	Provide new 24" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	149 ⁷⁵	
8B	Provide new 24" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	149 ⁷⁵	
8C	Provide new 24" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	149 ⁷⁵	
9A	Provide new 30" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	205 ⁹⁹	
9B	Provide new 30" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	205 ⁹⁹	

ITEM	DESCRIPTION	UNIT	UV CURED UNIT PRICE	HEAT CURED UNIT PRICE
9C	Provide new 30" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	205. ⁹⁹	
10A	Provide new 36" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	270. ⁰⁰	
10B	Provide new 36" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	270. ⁰⁰	
10C	Provide new 36" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	270. ⁰⁰	
11A	Provide new 42" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	282. ⁰⁰	
11B	Provide new 42" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	282. ⁰⁰	
11C	Provide new 42" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	282. ⁰⁰	
12A	Provide new 48" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	325. ⁰⁰	
12B	Provide new 48" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	325. ⁰⁰	
12C	Provide new 48" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	325. ⁰⁰	
13A	Provide new 60" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	495. ⁰⁰	
13B	Provide new 60" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	495. ⁰⁰	
13C	Provide new 60" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	495. ⁰⁰	
14A	Removed from bid			
14B	Removed from bid			

ITEM	DESCRIPTION	UNIT	UV CURED UNIT PRICE	HEAT CURED UNIT PRICE
14C	Removed from bid			
15A	Provide service cuts for all existing laterals, tie-ins and connections as specified. Pipe diameter less than 42"	Each	275 ⁰⁰	
15B	Provide service cuts for all existing laterals, tie-ins and connections as specified. Pipe diameter 42" or larger	Each	275 ⁰⁰	
16	Provide supplemental CCTV inspection services	LF	3 ⁵⁰	
17	Grind Down Protruding Taps	Each	275 ⁰⁰	
18	Perform Heavy Cleaning of 8"-12" Sewers	LF	10 ⁰⁰	
19	Perform Heavy Cleaning of 15"-18" Sewers	LF	13 ⁰⁰	
20	Perform Heavy Cleaning of 24"-36" Sewers	LF	17 ⁰⁰	
21	Perform Heavy Cleaning of 48" Sewers	LF	21 ⁰⁰	
22	Perform Heavy Cleaning of 60" Sewers	LF	24 ⁵⁰	
23	Removed from bid			

The Contractor may be requested to submit time and material quotations for, but not limited to, the following tasks:

- 1 Spot repairs in areas that cannot be lined using conventional methods or require excavation.
- 2 Spot repairs to paved surfaces such as residential driveways or sidewalks

CIPP Lining items shall include light cleaning and pre/post CCTV inspection, as specified

Please submit documentation certifying contractor qualifications outlined in bid specifications, Section 1.N, will be satisfied.

Please specify heat cure method to be utilized UV Light Cured

EXHIBIT B
STANDARD TERMS AND CONDITIONS
REVISED OCTOBER 11, 2019

This Exhibit B sets forth the Standard Terms and Conditions intended to be incorporated into and made a part of the agreement with Onondaga County ("County"). The Agreement incorporating this Exhibit "B" executed between the County and the Supplier defined in the Agreement coupled with any other documents made a part of the Agreement shall be referred to herein as the "Contract Documents." References to "this Agreement" shall mean the Agreement which incorporates this Exhibit "B".

AMBIGUITIES OR CONFLICTS WITHIN CONTRACT DOCUMENTS

In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, the Supplier shall (1) provide the better quality or greater quantity of Work and/or (2) comply with the interpretation more favorable to the County as interpreted by the Director of Purchasing. The terms and conditions of this paragraph shall not relieve the Supplier of any of the obligations set forth elsewhere in the Contract Documents.

TERMINATION FOR CONVENIENCE

Upon five (5) days written notice, Onondaga County may, by written notice to Supplier, terminate the Contract, or any part thereof, for any or no reason, for Onondaga County's convenience. Upon notice of termination, Supplier shall immediately stop all work and cause its suppliers and/or subcontractors to stop all work in connection with the Contract. No liability shall be incurred by County for such cancellation beyond payment of the unit price for the portion of the work delivered and accepted. Further, County may cancel for breach and seek all remedies available at law or equity. Onondaga County shall have no responsibility for work performed after Supplier's receipt of notice of termination.

At least the following obligations shall survive the termination or expiration of this Agreement:

- 1) Owner making payments for amounts due and owing for work completed prior to termination, under a purchase order issued within the term of this Agreement;
- 2) Supplier maintaining documentation and produce such reports as may be required under this Agreement;
and
- 3) Supplier defending, indemnifying, and holding harmless as set forth herein.

With cause, County may terminate the contract immediately upon dispatch of written notification to your firm.

Upon receiving notice of the intended termination, all work shall cease on the applicable termination date, and bidder shall proceed to cancel all existing subcontracts insofar as such contracts are for goods, equipment, or services chargeable to this agreement.

In case of default by the bidder holding a contract arising from this solicitation, County may procure the work, including the goods, equipment, or services, from other sources, without notice, and may hold such bidder responsible for any excess cost related to such procurement.

Notwithstanding the foregoing, neither the grant by County of an extension of time for the performance of the contract nor the doing and acceptance of any part of the work, including the goods, equipment, or services, shall be deemed to be a waiver by County of its rights to seek any and all remedies, including termination.

DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS

To the fullest extent permitted by law, Supplier agrees to indemnify, defend and hold harmless County, and County's agents and employees or any of them from and against suits, claims, actions, liabilities, damages, professional fees, including attorney's fees, costs, court costs, expenses, disbursements or claims of any kind or nature, including by reason of statute or operation of law, for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of the Agreement and alleged to be caused in whole or in part by (i) the culpable acts or omissions of the Supplier, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) the breakage or malfunctioning of any tools, supplies, scaffolding or other equipment used by or furnished to Supplier, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

This indemnification shall apply regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This provision shall not be construed to require the Supplier to indemnify any indemnitee for the negligence of the indemnitee to the extent such negligence proximately caused the damages complained of. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist.

INSURANCE

Exhibit C, Supplier's Insurance Requirements, are incorporated herein by reference.

Supplier shall deliver to County's Department of Law, before this Agreement may be made or performed, and from time to time as is reasonable, as evidence that Supplier has obtained the insurance as required by this Agreement, both a form certificate of insurance approved for use by New York's Superintendent of Insurance which identifies the insurance contracts obtained by Supplier and copies of the declarations of each insurance contract referred to in the form certificate of insurance.

At the request of County, Supplier shall deliver to County's Department of Law a copy of any insurance contract required by this Agreement.

WORKERS' COMPENSATION AND DISABILITY BENEFITS

Supplier and other person or entity making or performing this Agreement shall secure compensation for the benefit of, and keep insured during the life of this Agreement, the employees engaged thereon, in compliance with the provisions of the New York State Workers' Compensation Law.

Supplier shall show, before this Agreement may be made or performed, and at all times during the life of this Agreement, that Supplier, and other person or entity performing this Agreement, is in compliance with the provisions of the New York State Workers' Compensation Law, by Supplier's delivering to County's Department of Law that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Supplier, and other person or entity making or performing this Agreement, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Supplier, and other person or entity making or performing this Agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Supplier, and other person or entity making or performing this Agreement, has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Supplier, and other person or entity making or performing this Agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
5. Board form DB-120.1, subscribed by the insurer, showing that Supplier, and other person or entity making or performing this Agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Supplier, and other person or entity making or performing this Agreement, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Supplier, and other person or entity making or performing this Agreement is not required to secure.

INSPECTION, SAMPLES AND TESTING

Material offered under a bid shall be available for inspection before delivery at a point agreed upon between the bidder and the Purchasing Director.

Samples are required to be furnished by the bidder at the request of the Purchasing Director. Samples are to be furnished at no cost to the County. Samples will be returned only at the cost of the bidder when requested within ten (10) days of bid award. Absent such timely request, the samples are deemed property of the County. Some samples may be retained for the life of the contract to verify delivery is in compliance with specifications.

By submitting a bid, bidder understands, acknowledges, and otherwise agrees that bidder shall bear responsibility for the cost of all deliveries tested by the County.

DELIVERY & ACCEPTANCE

Time is of the essence: Delivery of goods, equipment, services, or other work in connection with this solicitation is required to be made on or before the date specified herein.

If County has specified a schedule for delivery within this solicitation, County may direct expedited delivery in the event that bidder, after receiving an award, fails to deliver according to such schedule. In such event, the bidder shall be responsible for all related costs of expediting.

Failure to deliver as specified may result in termination of the contract and may further disqualify your firm from receiving future contracts for at least two years, as such failure may be considered, among other factors, when determining your firm's responsibility in connection with performance on public contracts.

County shall assume no liability for any expense or loss because of early termination arising from a failure to perform according to the delivery schedule, where established, or in a reasonable manner, where a schedule is not established.

No work is authorized until and unless County issues a purchase order, with such work including the shipment or delivery of goods, equipment, or services described within this solicitation.

Condition: Any goods or equipment to be purchased in connection with this solicitation shall be delivered in good condition to the designated destination. Performance is to be in a manner consistent with this solicitation.

All broken and/or damaged items received by County shall be replaced by the Supplier, immediately, at his own cost and expense.

Unless otherwise specified, all equipment offered in response to this solicitation shall be standard, new, the latest model, or a regular stock product, with parts available and with equipment and parts that are not currently scheduled to be discontinued.

Bidder shall guarantee that no attachment or part has been applied contrary to manufacturer's recommendations.

Acceptance: Performance of the work will be deemed complete only upon delivery and acceptance by County after inspection. Payment alone does not constitute acceptance. County may reject the work or otherwise return goods, in whole or in part, at its discretion, reasonably exercised. Acceptance does not waive claims by County for damages arising from this transaction. For return of goods, your firm agrees to pay delivery costs.

Charges & Fees: Unless provided otherwise by County in writing, bidder agrees to deliver goods FOB Destination, Prepaid and Allowed, with bidder bearing the risk of loss until the goods reach the designated destination and paying for all costs of delivery.

To the extent practicable, deliverables are to be provided in an electronic format, unless otherwise directed by County's designated point of contact or in the specifications.

PAYMENTS

All public contracts are executory only to the extent of the monies appropriated and available for the purpose of such contracts. No liability on account thereof shall be incurred by County beyond monies appropriated and available for such purpose.

Compensation shall be paid based on unit pricing stated within the bid submission resulting in a contract award. No additional charges may be imposed, including, without limitation, delivery charges and travel costs, unless the County expressly agrees to such charges in writing. In no event shall County be obligated to pay compensation for amounts in excess of the pricing on the bid sheet, unless otherwise agreed in writing, where such shall be in full and final satisfaction of work arising out of this solicitation.

County shall receive invoices, referencing the number assigned to a contract resulting from this solicitation and detailing the basis for the claimed compensation (i.e., hours worked, percentage of phases completed, or deliverables received). Documentation shall be provided to support such claim, as reasonably needed, consistent with the terms and conditions of the contract arising from such solicitation. Such documentation shall be promptly provided to County's designated point of contact upon request.

All payment shall be made using procedures consistent with the Onondaga County Charter and Administrative Code.

Payment will be made upon the full and faithful performance of the contract, acceptance of materials and/or work by County's designated person, and upon receipt of the vendor invoices from the receiving department.

Partial payments for delivered items or quantities of a bid may be made by County upon presentation of properly executed claim voucher or invoice, unless otherwise stated.

By submitting a bid in response to this solicitation, bidder, if awarded a contract, agrees:

- County may withhold, out of any amounts due the Supplier, sums sufficient to cover any unpaid claims by mechanics or laborers for work or labor performed under this contract; provided, that the notice in writing of such claims, signed by the claimants, shall have been previously filed.
- Unless otherwise specified, County may in any contract involving construction work or labor retain up to five percent (5%) of the amount of the contract until final completion and acceptance of all work covered by the contract.

- o Bidder agrees that he shall not be entitled to demand or receive any payment except in the manner set forth in this contract.

Price includes all delivery charges for packing, crating, containers, shipping FOB the County or Project site as directed by the County, clean up and disposal of packing materials and, if applicable, installation of materials purchased.

Prices bid shall be the full amount of compensation to be paid by the County for all items to be furnished under this contract, irrespective of the time of shipment or delivery, unless otherwise expressly provided.

ASSIGNMENT

Supplier is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or Supplier's right, title, or interest in this Agreement, or Supplier's power to execute this Agreement, to any other person or entity without the previous consent in writing of County.

INDEPENDENT CONTRACTOR

Supplier is an independent contractor. Neither Supplier, nor Supplier's officers, employees, agents, or servants, shall hold themselves out as, or claim to be, officers, employees, agents, or servants of County.

NO PARTNERSHIP OR JOINT VENTURE

Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between County and Supplier.

CONFLICT OF INTEREST

At the time Supplier submits a bid, or if no bid is submitted, prior to performing any services under this Agreement, Supplier shall deliver to County's Department of Law, the attached affidavit certifying that Supplier has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to County.

The affidavit shall further state that in rendering services to County no persons having any such interest shall be employed by Supplier. Supplier assumes full responsibility for knowing whether Supplier's officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to County.

During the course of performing services for County, Supplier shall disclose immediately to County, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of Supplier, Supplier's officers, Supplier's employees, Supplier's agents, and Supplier's servants.

The duty to disclose is a continuing duty.

Such disclosure is a material obligation of this Agreement and Supplier's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement.

If the conflict cannot be resolved to the satisfaction of County, County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of Supplier, and Supplier shall disclose the same.

Supplier shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project.

Supplier shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than County for work on the project to which this Agreement pertains.

If applicable, Supplier shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof.

A conflict of interest of Supplier's officers, Supplier's employees, Supplier's agents, or Supplier's servants shall be deemed a conflict of interest of Supplier, giving rise to the duty to disclose.

CONFIDENTIALITY

Supplier shall not disclose any data, facts, or information concerning services performed for County or obtained while performing such services, except as authorized by County in writing or as may be required by law. County remains the owner of any such data, facts, or information, and Supplier is granted use for the purposes of this Agreement only.

COMPLIANCE WITH LAW

Supplier shall be responsible for obtaining knowledge of and complying with all applicable laws, rules, and regulations, including, without limitation, payment of prevailing wages for public works projects.

Such compliance is a material obligation of this Agreement and Supplier's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement.

The provisions of NY Labor Law §220-e are incorporated within and made a part of any resulting contract. Specifically, bidder acknowledges that discrimination on the basis of race, creed, color, disability, sex or national origin is prohibited under various provisions of federal, state, and local law, including applicable rules and regulations.

NY LABOR & PREVAILING WAGE LAWS

The provisions of NY Labor Law, including those pertaining to wages and public work, are incorporated within and made a part of any resulting contract to the extent they are applicable.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a State or Federal court of competent jurisdiction located within Onondaga County, and Supplier consents to such jurisdiction.

NON-WAIVER

A failure by either party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

LICENSES AND PERMITS

Supplier shall obtain at Supplier's own expense all licenses or permits required for Supplier's services or work under this Agreement, prior to the commencement of Supplier's services or work.

APPROPRIATIONS (AVAILABLE FUNDS)

This Agreement is executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.

Until such time as a purchase order is issued by County for specific work, following a certification within the County that funds are appropriated and available to support such work, County shall not have incurred a financial obligation under this Agreement for such work.

AGREEMENT MODIFICATIONS

This Agreement represents the entire and integrated agreement between County and Supplier and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by a writing signed by County and Supplier.

PURCHASES BY OTHER GOVERNMENTAL OR AUTHORIZED ENTITIES

Consistent with provisions of General Municipal Law § 103 and other applicable law, rules, and regulations, this contract is intended to be open and available for use by other government entities, including, but not limited to, counties, towns, and villages within New York State, and certain authorized users. Any such entity wishing to use this contract should consult with counsel as to its applicability and/or suitability within the specific context of such entity's governmental structure, authorized procurement processes, and market for comparable goods and/or services, accounting for such other factors as may be relevant to such transaction.

The County shall not be responsible for paying any costs incurred by such entity in using this contract, where such responsibility shall be borne solely and exclusively by the entity actually receiving services under this contract. Supplier and any such entity shall memorialize and provide in a separate written instrument

responsibility for payment and performing other obligations, including terms and conditions that may differ from this contract. The County shall not be responsible for liability arising from such use by any such entity in using this contract.

This contract shall be held open for such use, at prices quoted on the bid, for the entire term of the contract.

In the event that there are any minimum order requirements, delivery charges, or other deviations from the prices offered to County to be applied to purchases by such entities, any such deviations shall be clearly stated in the bid. No such charges to the entities purchases through this contract shall be permitted if such are not expressly contained in the original bid.

In all places where "the County" is used, the name of the entity making the purchase through this contract shall be substituted therefor, except for actions to be performed expressly by the County's Division of Purchase.

SEVERABILITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

DISCRIMINATION PROHIBITED

Consistent with Labor Law §220-e, Supplier agrees that:

- in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, no Supplier, subcontractor, nor any person acting on behalf of any subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
- no Supplier, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, disability, sex, or national origin;
- this Agreement may be cancelled or terminated by County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of this Agreement; and
- the aforesaid provisions of this section, covering every contract for or on behalf of the County for the manufacture, sale, or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

Further, Supplier acknowledges that discrimination on the basis of race, creed, color, disability, sex or national origin is prohibited under various provisions of federal, state, and local law, including applicable rules and regulations.

TAX EXEMPTION

Onondaga County is generally exempt from federal, state and local taxes for purchases made in furtherance of its exempt purposes, including New York sales and use taxes on all supplies and materials furnished by Supplier for incorporation into work pursuant to provisions of this Contract. Supplier shall not charge Onondaga County for any taxes in connection with goods or materials to the extent permitted by law. Without limiting the foregoing, Onondaga County will not be responsible directly or indirectly (including by reimbursement to Supplier) of any property taxes assessed on any leased property under this Order. Supplier is familiar with and shall comply with the requirements applicable to claiming such exemptions. Onondaga County shall provide copies of exemption certificates upon request.

Supplier's attention is called to fact that materials not actually incorporated into work will not be exempt from payment of a sales tax. This includes, but is not limited to, to such things as: Construction machinery and equipment including rentals or repair parts; Supplier's office supplies; Supplier's supplies, tools and miscellaneous equipment including forms, materials and scaffolding (whether purchased or rented); Temporary Heat; Telephone or electric services; Any other items purchased or rented by Supplier for Supplier's use in performing contract and not incorporated into realty.

WARRANTIES

Supplier warrants that all material, work product, and merchandise supplied under the Order (a) shall strictly conform to all specifications, drawings, samples, or other descriptions furnished to and approved by Onondaga County, (b) shall be fit and serviceable for the purpose intended, as agreed to by Onondaga County and Supplier (c) shall be of good quality and free from defects in materials and workmanship, (d) shall be new and not refurbished or reconditioned, unless expressly agreed in writing by Onondaga County, and (e) shall not infringe any patent, copyright, mask work, trademark, trade secret or other intellectual property, proprietary or contractual right of any third party. In addition, Supplier warrants that Onondaga County shall have good and marketable title to all goods (including all components thereof) purchased by Onondaga County pursuant to the Order, free of all liens and encumbrances and that no licenses are required for Onondaga County to use such goods. With respect to services, Supplier warrants that all services shall be provided in a professional and workmanlike manner, with a degree of skill and care consistent with current, good and sound professional procedures. Neither receipt of material, work product or merchandise nor payment therefore shall constitute a waiver of this provision. If a breach of warranty occurs, Onondaga County may, in its sole discretion, and without waiving any other rights, return for credit or require prompt correction or replacement of the nonconforming goods or services.

SUPPLEMENTAL WARRANTY

In addition to any other warranties, Bidder warrants for at least one year, commencing on the date of acceptance, that Bidder will correct at no additional cost to County any failure or defect in material and workmanship, where such defect appears in the equipment, goods, or services supplied under this bid. In the event that any applicable warranty provided by the manufacturer or otherwise related to the product, bidder shall cause its warranty to extend longer than the one-year period stated herein, ending at the time of the greater warranty period.

County does not accept purported terms and conditions in any bid documents attempting to make exceptions for implied warranties of suitability or merchantability. Further, County does not accept purported terms and conditions in any bid documents attempting to limit County's potential recovery for incidental or consequential damages or for its legal remedies to secure such recovery.

PACKING

Onondaga County's purchase order number and specific delivery location must appear on the outside of each package and on all packing slips, invoices, and allied papers. A packing slip must be included with each shipment. Except as expressly provided in the Order, Supplier shall pack, mark and prepare all shipments to meet the carrier's requirements, at Supplier's expense.

ASSISTANCE WITH FUNDING OBLIGATIONS

County may require assistance from Vendor in providing specific documentation required by funding sources, including, without limitation, State and Federal agencies. Vendor agrees to comply with County's requests for assistance in providing such documentation, including passing on such requirements to Vendor's subcontractors where applicable.

CLAUSES REQUIRED BY LAW

Each and every provision of law and clause required by law to be part of this agreement shall be deemed to be part of this agreement and to have been inserted in this agreement and shall have the full force and effect of law.

GOVERNING LAWS AND REGULATIONS

This Solicitation, including any resulting contracts and performance thereunder, shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a State or Federal court of competent jurisdiction located within Onondaga County, and bidder, by submitting its bid, consents to such jurisdiction. County does not agree to arbitration.

Bidder shall be responsible for obtaining knowledge of and complying with all applicable laws, rules, and regulations, including, without limitation, payment of prevailing wages for public works projects.

Such compliance is a material obligation of any contract resulting from this solicitation, bidder's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement.

Bidder shall obtain at its own expense all licenses or permits required for its services or work in connection with this solicitation, prior to the commencement of performance.

Special attention is called to those laws and requirements set forth below:

Section 103-d of the state's General Municipal Law requires the signing of a non-collusion certification, which reads:

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

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

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

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

By submitting this bid, the bidder warrants that this bid is made without any connection with any person making another bid for the same contract and that the bid is in all respects fair, and without collusion or fraud; also that no member of the County Legislature or other officer of the County or any person employed by the County is directly or indirectly interested in said bid or in the supplies or work to which it relates or in any portion of the profits thereof.

The Toxic Waste Right to Know Law requires the bidder, supplier, manufacturer to provide, upon delivery, any and all information required by law. County reserves the right to refuse shipments and payment when Safety Data Sheets (SDS) are not supplied on delivery or promptly upon request.

Bidder will maintain Worker's Compensation during the life any resulting contract for the benefit of the bidder's employees.

The provisions of Labor Law §220-e are incorporated within and made a part of any resulting contract. Specifically, bidder acknowledges that discrimination on the basis of race, creed, color, disability, sex or national origin is prohibited under various provisions of federal, state, and local law, including applicable rules and regulations.

For construction projects that disturb more than one acre in total, construction Suppliers will be responsible for implementing storm water runoff control measures in accordance with the specifications. All construction projects disturbing more than one acre must control storm water runoff in full compliance with the SPDES general permit for storm water discharge from construction activity. The selected Supplier will certify their intent to comply with County's storm water management program.

SUSPENSION AND DEBARMENT

Supplier certifies that, except as noted, Supplier and any person associated with Supplier in the capacity of owner, partner, director, officer, or major stockholder is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, and has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years.

REPORTING AND DOCUMENTATION

Supplier shall report directly to the person designated by the County as the point of contact to act on County's behalf in directing and reviewing Supplier's services. This point of contact does not have authority to bind the County.

Supplier shall maintain sufficient documentation to reasonably support the use of funds or the delivery of goods and/or services to be provided to County, consistent with the terms and conditions of this Agreement. Such documentation shall be promptly provided to County's designated point of contact upon request.

To the extent practicable, deliverables are to be provided in an electronic format, unless otherwise directed by County within the Solicitation.

NOTICE TO PROCEED -- USE OF PURCHASE ORDERS

Supplier is not authorized to provide goods, equipment, services, or, in any other manner, commence work under the Agreement until and unless County issues a purchase order to Supplier for specific work or materials, consistent with an executed amendment (describing a phase, task, or deliverable). The purchase order shall constitute notice to proceed for such work. Supplier shall be limited to providing only the work specified on the purchase order and shall not incur costs or invoice County for amounts in excess of the purchase order. No oral modifications are permitted.

One or more purchase orders may be needed to accomplish the work of this Agreement, including any executed amendments. Under this Agreement, work may be phased or otherwise delivered at specific times in connection with a developed work schedule. County may choose to issue supplemental task orders or directives as may be needed to implement such work plan. The use of such supplemental documents, if any, may be specified within the purchase order or statement of work.

In the event Supplier reasonably anticipates costs or compensable work in excess of the dollar amounts authorized under a purchase order, Supplier shall promptly notify County and seek direction.

No purchase order shall be issued where the work is reasonably anticipated to extend beyond the end of the term, as specified herein. If it is reasonably anticipated that work shall extend beyond the end of the term, an extension in the form of an executed amendment should be in place, and Supplier shall promptly notify County and seek direction.

The County's obligation to make any payments under a contract resulting from this bid shall be limited to such amounts as has been duly appropriated by the County and made available for such contract. Until such time as a purchase order is issued by County for specific work, following a certification within the County that funds are appropriated and available to support such work, County shall not incur a financial obligation under this Agreement for such work.

PAYMENT AND PERFORMANCE BONDS

The Supplier shall furnish any required bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds shall be obtained from a surety satisfactory to the Owner rated "A/VI" or better by Best's rating service or an equivalent rating as certified by the Superintendent of Insurance, licensed to do business in New York State, and listed in the latest issue of the U.S. Treasury Circular 570. The cost of the required bonds shall be included in the Contract Sum. Each bond shall be maintained throughout the duration of the Project. The Surety furnishing the Performance Bond and the Labor and Material Payment bond must waive notice of any change in the contract price or contract time. Attorneys-in-Fact who sign bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

The Supplier shall deliver the required bonds to the Onondaga County Law Department prior to the execution of the Contract.

Every Bond must display the Surety's Bond Number.

PRICE INCREASES

Increases to the bid price shall not occur sooner than the date of renewal (if any). In the event that the Supplier intends to increase its pricing, the Supplier must notify the County Purchasing Director not less than ninety (90) days prior to such date of renewal. The date of renewal (if elected) will be deemed to be the contract anniversary date.

SUBSTITUTIONS FOR SPECIFIED EQUIPEMENT or MATERIALS

Use of Brand Names, Model Numbers or other References: References within the specifications to a trade name, manufacturer's catalog or model number are intended to establish the type and quality of materials, supplies or work desired.

If Bidder proposes goods, equipment, supplies, and methods by which work that are not as specified, Bidder warrants that the proposed items and are equal or better quality to the specified items in all respects. Each variance from any specified item must be clearly and fully stated within the bid. Bidder must provide supporting documentation (catalogue cuts, product literature, model number's, etc.) for each such item as part of its bid.

The Purchasing Director will determine, in such officer's sole discretion, whether such variant goods, equipment, supplies, and methods by which work is to be performed are accepted as being equal to the goods, equipment, supplies, and methods by which work is to be performed stated within the specifications.

SAFETY DATA SHEETS:

Safety Data Sheets must be provided for each item by each Bidder if requested.

End Standard Terms and Conditions

EXHIBIT C- INSURANCE REQUIREMENTS

The terms and conditions of the Agreement incorporating this Exhibit "C" executed between the Onondaga County ("County") and the Supplier identified in the Agreement shall take precedence over conflicting provisions within this document, unless otherwise stated herein. References to "this Agreement" shall mean the Agreement which incorporates this Exhibit "C". During the term of the Agreement, the Supplier shall comply with the Insurance Requirements set forth below:

INSURANCE

The insurance required within this section shall be obtained by Supplier from an insurer authorized by a license in force pursuant to the insurance law of the state of New York to do an insurance business in the state of New York and having an A.M. Best Company, Inc. financial strength rating of A- or better and an A.M. Best Company, Inc. financial size category of XV.

Each insurance contract shall name Supplier as the insured in its declarations.

Each insurance contract, except a professional liability insurance contract, **shall be endorsed by the insurer to name, make, and add Onondaga County as additional insured** so as to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of County for damages, as to the legal liability of the insured for damages, and covering and applying to the loss, damage, or expense incident to a claim of the legal liability of County for damages, as to loss, damage, or expense incident to a claim of the legal liability of the insured for damages.

Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance to County, as primary to, and not seek contribution from, any other insurance available to County by any other insurance contract naming County as the insured.

Each insurance contract shall be endorsed by the insurer to obligate the insurer to give County written notice of any termination or substantive change of the insurance contract, at least 30 days before the termination or substantive change, by the insurer's delivering the notice to County's Department of Law, John H. Mulroy Civic Center, 421 Montgomery Street, Syracuse, NY 13202.

Each insurance contract shall be approved and accepted by County, in its sole discretion.

Supplier shall deliver to County's Department of Law, before the Agreement may be made or performed, and from time to time as is reasonable, as evidence that Supplier has obtained the insurance as required by this Agreement, both a form certificate of insurance approved for use by New York's superintendent of insurance which identifies the insurance contracts obtained by Supplier and copies of the declarations of each insurance contract referred to in the form certificate of insurance.

At the request of County, Supplier shall deliver to County's Department of Law a copy of any insurance contract required by the Agreement.

Supplier shall always obtain and maintain during the term of this agreement through at least three years after the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this Agreement, at its sole cost and expense, the following insurance:

Workers Compensation

Workers Compensation Insurance with statutory limits and Employers Liability coverage of not less than the statutory (unlimited) Employers Liability.

Commercial General Liability

Commercial General Liability Insurance with a minimum limit as follows:

Bodily Injury and Property Damage Limit	\$1,000,000 each occurrence
Products/Completed Operations Limit	\$2,000,000 aggregate
Personal Injury & Advertising Injury Limit	\$1,000,000 each person Or organization
General Aggregate	\$2,000,000 applicable on a Per project basis

- CGL Coverage shall be written on ISO Occurrence form CG00 01 0413 or a substitute form providing equivalent coverage.
- Owner and all other parties required by contract, shall be included as additional insureds on the CGL including Completed Operations, using ISO Additional Insured Endorsement CG 2010 0413 or a combination of ISO form CG 2037 0413 or an equivalent coverage to the additional insured's. This insurance for the additional insured shall be as broad as the coverage provided for the named insured Supplier. It shall apply as Primary and Noncontributory insurance, before any other insurance or self-insurance, including any deductible, maintained by or provided to the additional insured.
- Supplier shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
- CGL coverage shall not contain any exclusions for municipal work, "Labor Law" or any similar exclusions which exclude bodily injury to an employee of the Owner, Supplier or an employee of a sub-contractor hired by the Supplier if it occurs in the course of employment.

Automobile Liability

Automobile Liability insurance covering owned, hired and non- owned vehicles, with a minimum limit of liability of \$1,000,000. Owner and their agents and employees shall be included as additional insureds on a primary and non-contributing basis.

Umbrella or Excess Liability

Umbrella or Excess liability insurance with a limit of \$1,000,000.00 per occurrence and a general aggregate of \$1,000,000. Owner and their agents and employees shall be included as additional insureds on a primary and non-contributing basis before any other insurance or self- insurance, including any deductible maintained by, or provided to the additional insured other than the CGL, Auto Liability and Employer's Liability coverage's maintained by the Supplier.

If Supplier fails to procure insurance for the Owner as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by Owner, and their respective insurers, which would have otherwise been paid by the Supplier's required insurance.

Waiver of Subrogation - Supplier waives all rights against Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements above.

Notice of Change or Cancellation - No policy will permit cancellation or modification without thirty (30) days prior written notice of cancellation or modification to the Owner.

Prior to commencing "the Work" described in this Agreement, Supplier shall provide Owner a Certificate of Insurance evidencing compliance with the insurance procurement requirements herein, in standard ACORD form and attached to each certificate of insurance shall be a copy of the Additional Insured, Waiver of Subrogation and Notice of Cancellation endorsements.

In the event any part of this Addendum conflicts with any other provisions between Owner and Supplier regarding indemnity or insurance requirements, this Addendum controls. This Agreement cannot be modified orally, and any commencement of "the Work" described in the Agreement by the Supplier, or its agents, servants, employees or subcontractors shall constitute an acceptance of this written Agreement as is, and shall have the same force and effect as though same were fully executed.



Executive Summary

Document Checklist

I. Document INFORMATION	
Contract #	0000004284

II. CHECKLIST	
<input checked="" type="checkbox"/>	New Contract Document
<input type="checkbox"/>	Renewal
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Change Order
<input checked="" type="checkbox"/>	Service
<input type="checkbox"/>	Product
<input type="checkbox"/>	Revenue
<input type="checkbox"/>	Public work
Explain:	
<input checked="" type="checkbox"/>	Bid
<input type="checkbox"/>	RFP
<input type="checkbox"/>	Other:
Contractor: PRECISION TRENCHLESS LLC	
Department: Water Environment Protection	
Start Date: July 01, 2020	
End Date: June 30, 2023	
Remarks: Bid contract for WEP where vendor provides sewer line rehab via cured in place pipe lining. Pricing is per task, per pipe, and per bid details as called for by WEP.	
Approving Attorney: Patrick M. Kilmartin <i>(Signature)</i>	

DocuSigned by:
Mary Beth Primo
 1496FFDA5CAC4F6...

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MP



AGREEMENT

DEPARTMENT: Water Environment Protection

CONTRACT NO. 0000004284

Description: Cured In-Place Pipe Lining	Begin Date: July 01, 2020
Supplier Contract Ref: bid #0010394	Expire Date: June 30, 2023
Supplier: PRECISION TRENCHLESS LLC	
Supplier ID: 0000029531	
Lawrence Curtis	Administrator/Buyer: Howard Mansfield
LCurtis@PIM-Inc.com	HowardMansfield@ongov.net
518-346-5800	315-435-3458
1710 ERIE BLVD, SCHENECTADY, NY, 12308	County address: John H. Mulroy Civic Center, 13 th floor, 421 Montgomery Street, Syracuse, NY 13202-2989

This Agreement, made and entered into and effective ("Effective Date") as of the latter date this Agreement is signed by the County of Onondaga ("County") and PRECISION TRENCHLESS LLC ("Supplier"), is as follows:

WORK TO BE PROVIDED:

County engages Supplier to timely provide the material, equipment, labor and/or services ("Work") set forth in the attached **Exhibit #1** - *Time for Work (Performance or Delivery) and Technical Specifications*.

Such Work will be authorized by the County only upon issuance of a purchase order ("Purchase Order") and only to the extent specified therein. Each such duly issued Purchase Order shall specify the extent of the Work.

This Agreement establishes the master set of terms and conditions governing the Work authorized by the issuance of one or more such Purchase Orders. Until such time as a Purchase Order is issued by County for specific portions of the Work, following a certification within the County that funds are appropriated and available to support such Work, County shall not have incurred a financial obligation under this Agreement for such Work.

TIME FOR WORK (PERFORMANCE OR DELIVERY) AND TECHNICAL SPECIFICATIONS:

The Supplier shall perform the Work, subject only to the issuance of a Purchase Order, according to the timeline for the Work set for on **Exhibit #1**.

PRICING:

The pricing ("Pricing") paid for the Work performed shall be according to the terms set forth on **Exhibit A**.

TERM:

The term ("Term") of this Agreement shall commence on July 01, 2020 and shall continue for a period of one year, unless terminated earlier.

RENEWAL:

The parties may agree to extend this Agreement for not more than two additional periods of one year each, where any such extension is to be in the form of an amendment duly executed by all parties.

USE OF ELECTRONIC CONTRACT SYSTEM:

The parties acknowledge that this Agreement memorializes the agreement of the parties on the terms and conditions governing the transaction described herein and that this Agreement takes precedence over inconsistent information relative to the transaction located within the Supplier Contract System/PeopleSoft, where such information is kept for administrative convenience. The parties further acknowledge that the use of electronic signature, affixed through DocuSign, may be accepted as valid and binding, provided that the proper security protocols are followed. The documents may be signed in counterparts.

STANDARD TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS

The Supplier shall perform the Work according to the standard terms and conditions ("Standard Terms and Conditions") set forth on **Exhibit B**. The Supplier shall, throughout the Term of this Agreement, comply with all the insurance requirements ("Insurance Requirements") set forth in **Exhibit C**.

EXHIBITS:

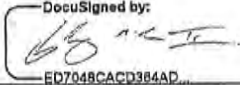
The following documents are incorporated into this Agreement by reference and are made a part hereof:

- Exhibit 1: Time for Work (Performance or Delivery) and Technical Specifications.
- Exhibit A: Contract Pricing Sheet
- Exhibit B: Standard Terms & Conditions.
- Exhibit C: Insurance Requirements.

IN WITNESS WHEREOF, County and Supplier have executed this Agreement on the dates hereinafter written.


County of Onondaga

Dated:

By: 
E07048CADC384AD...
J. Ryan McMahon, II, County Executive

PRECISION TRENCHLESS LLC

Dated:

By: 
C369F6F4EA3C47E...



Technical Specifications and Contract Duration

Exhibit #1

County of Onondaga
Executive Department - Division of Purchase
John H. Mulroy Civic Center, 13th floor
421 Montgomery Street
Syracuse, New York 13202-2989
Phone (315) 435-3458 - Fax (315) 435-3424

Bid Reference: BID0010394

Procurement Description: Cured In-Place Pipe Lining	Date of Bid Release: 04/16/2020 at 11:00 AM	Bidder: PUBLIC EVENT DETAILS Submit To: Onondaga County DIV OF PURCHASE John H Mulroy Civic Center, 13th Floor 421 Montgomery Street Syracuse NY 13202 United States Contact: Stephanie Cunningham Email: stephaniecunningham@ongov.net
Deadline for Submission of Questions: April 29, 2020	Bid Submission Deadline: Date/Time: 05/07/2020 at 02:00 PM	
Is a Bid Security Required? No	Pre-Bid meeting: No	
If a Bid Security Required, the amount of such bond is as follows: N/A	Is a Performance Security Bond Required? Yes	
PRC Number: Yes PRC Number: 2020004097	If a Performance Security Bond is required, the amount of such bond is as follows: \$500,000.00	

Is the Bidder required to submit the Specialty Sub-Contractor Listing (NY GML §101(5) -- Wicks) in a separate sealed envelope within the Bid envelope? No (If Yes, the Specialty Sub-Contractor Listing should be included with the Bid Packet)

Term:

The term of this Agreement shall commence on July 01, 2020 and shall expire on June 30, 2021, unless terminated earlier.

Bid Results:

Bid results will be available on our website by 3 PM on the date of the bid opening. Go to www.ongov.net, follow the departmental link to "Purchasing", select the "Bid Results" tab on the left, and then follow the instructions. Please be sure to have the Bid Reference number available.

Contact Person:

Please address all questions, in writing, to Stephanie Cunningham, Specification Writer, Division of Purchase at stephaniecunningham@ongov.net.

MINIMUM SPECIFICATIONS

CURED-IN-PLACE PIPE LINING

Onondaga County is soliciting bids to rehabilitate sewer pipe utilizing a cured-in-place pipe lining product cured with either ultraviolet light or heat medium.

SCOPE:

Provide all equipment, materials, tools, labor, incidentals and services necessary for traffic control, bypass pumping and/or diversion of flows, cleaning and television inspection of sewers to be rehabilitated, liner installation, reinstatement of service connections, all quality controls, provide samples for performance of required tests, find television inspection, testing of the rehabilitated pipe system, warranty work and other work as shown, specified, and required for assessing the condition of host pipes and, where necessary, installing cured-in-place pipe lining.

1. GENERAL INFORMATION

- A. The Contractor shall provide all equipment, materials, tools, labor and incidentals required to perform high pressure water jetting, cleaning, rodding, brushing, root cutting, and flushing of designated sewers prior to internal inspection by closed circuit television and cured-in-place pipe lining (CIPPL) operations.
- B. The Contractor shall provide all equipment, materials, tools, labor and incidentals, including maintenance and protection of traffic (MPT), bypass pumping, odor controls, and any necessary permits, for the installation and testing of CIPPL within the sewer main.
- C. The sewer main CIPPL process shall consist of inserting a resin impregnated flexible liner tube into an existing sewer, expanding the tube out against the sewer pipe, and curing the tube to form a pipe liner. Curing shall be accomplished by applying ultraviolet light or a heat medium to obtain the desired cure throughout the tube extending the full length of the original pipe from manhole to manhole.
- D. The CIPPL shall cure into a hard, impermeable liner of the specified thickness forming a structurally sound jointless and water tight new pipe within a pipe with a uniformly smooth interior. The Owner's construction management software (Procore) shall be utilized to facilitate project coordination and sharing of information, including task orders, submittals, inspections and work logs. Access shall be provided to all project team members.
- E. Submittals
 1. Performance Work Statement including a detailed installation plan describing all preparation work, cleaning operations, pre-construction CCTV inspections, bypass pumping plans, traffic control, installation procedure, method of curing and schedule, reinstatement of service connections, quality control, testing to be performed, final CCTV inspection, warranty and all other necessary and appropriate work for a complete liner installation.

MINIMUM SPECIFICATIONS (cont'd)

2. Cured-In-Place Pipe Lining

- a. Summary table of CIPPL material properties, including short-term flexural modulus of elasticity, 50-year flexural modulus of elasticity, short-term flexural strength (bending stress), 50-year flexural strength (bending stress), and chemical resistance. Certified test reports shall be submitted verifying each value as described herein.
- b. Independent third party testing of at least one hundred (100) lined manhole to manhole segments with results that meet the product's reported short-term and long-term design flexural modulus with the proposed curing method and product.
- c. Independent third party certified laboratory test reports demonstrating that the exact resin and liner combination to be used for the project meets the requirements for initial structural properties (ISO 178 with wall thickness measured per DIN EN 13566-4) and chemical resistance (performed in accordance with ASTM F1216, Appendix X2).
- d. Independent third party certified laboratory test reports demonstrating that the exact resin and liner to be used for the project has been tested for long-term flexural modulus of elasticity and long-term flexural strength (i.e. 10,000 hour creep testing performed in accordance with ASTM D2990 or DIN 761 for design conditions applicable to the project). When filled resins are proposed, complementary data of the same data for unfilled resin shall also be provided. If the data submitted is not for the exact liner to be used on the project, submit a detailed description of the physical properties of both the liner used in the test and the liner to be used for the project to demonstrate that the two liners are comparable in terms of physical properties.
 1. Test will be performed for 10,000 hours under test conditions and loadings described below. The data points from 1,000 hours to 10,000 hours, or such other time period as determined by the Owner or Engineer based on the curve or slope of the plotted data, of the long-term flexural modulus shall be extrapolated using a Microsoft Excel log-log scale linear regression analysis to determine the minimum service life performance of the resin tube.
 2. Testing will be conducted at:
 - a. Temperature 21 °C to 25°C
 - b. Relative humidity: 50% minimum
 - c. Load will be calculated at 0.25% of the short-term E-modulus as tested per ASTM D790 or ISO 178, or as approved by Owner or Engineer.
- e. The name of the liner and resin manufacturer, the location of the facility where each was manufactured, and a list of appurtenant materials and accessories to be furnished.

MINIMUM SPECIFICATIONS (cont'd)

- f. Structural design calculations and specification data sheets listing all parameters used in the liner design and thickness calculations based on ASTM F2019, Appendix XI, for each pipe segment with less than 10% ovality or based on the WRc Sewerage Rehabilitation Manual, Type II Design, Section 5.3.2.iii for non-round pipe or circular pipes with greater than 10% ovality. All calculations shall assume a fully deteriorated host pipe. All calculations shall be prepared under and stamped by a professional engineer. A Professional Engineer Certification Form shall be submitted for all CIPPL design data.
 - g. The quality management system for the wet-out facility must be registered in accordance with ISO 9001:2008, at a minimum. It must ensure that proper materials and amounts are used in the resin saturation process and in liner shipping and storage. At a minimum, the quality control documentation should include resin lot numbers, volumes of resin, catalyst, enhancers, date of wet-out, storage and transportation controls, and quality assurance procedures. A checklist should be included documenting that each critical step in the resin impregnation process is completed (checked off and initialed).
 - h. Curing schedule for each liner shot.
 - i. Available standard written warranty from the manufacturer of wet-out liner.
3. Hydrophilic end seal and pre-liner specifications, if used, with method of installation.
 4. Safety Data Sheets (SDS) for all materials to be used on the project.
 5. Contingency plan, including methods and equipment to be used to repair unacceptable liner defects and for removing failed liners. Plan for availability and accessibility of backup equipment, such as two (2) service connection reinstatement cutters at the job site.
 6. CIPPL curing log, including as applicable, but not limited to ultraviolet light train information, CIPPL temperatures, pressures, and times during the curing process to document that a proper cure has been achieved.
 7. A report, in a format approved by the Owner or Engineer, upon completion of each task order. This report will include, at a minimum, but not limited to the following data:
 - a. Identification of the sewer pipe section by assigned sewer asset number provided by the Owner or Engineer.
 - b. Type of host pipe material.

MINIMUM SPECIFICATIONS (cont'd)

- c. Length of pipe sections between manholes.
 - d. Location stationing of each service connection and manhole.
 - e. Estimated volume of infiltration at each joint or connection, as applicable.
 - f. Names and applicable certifications of operators conducting CIPPL.
8. Video recording, provided on a USB flash drive, showing sewer conditions prior to lining including service connection and manhole locations.
9. Video recording, provided on a USB flash drive, showing inspection of completed sewer lining, reinstated service connections and transition into manholes.
- F. Assume there will be no access to the service pipe from an upstream cleanout on or off private property. All work must take place from the mainline sewer.
- G. Task orders will be assigned for a minimum of one (1) sewer section, manhole to manhole, assume an average distance of three hundred (300) feet. While the Owner or Engineer will make an effort to group rehabilitation work in a given task order together, the close geographic proximity for all rehabilitation work within a task order cannot be guaranteed. For example, some task orders may include rehabilitation work from different streets or neighborhoods.
- H. The Contractor shall be responsible to follow all federal, state and local requirements for safety, including confined spaces, assess the need for and supplying maintenance and protection of traffic (MPT), as well as any necessary permits to complete the cleaning, inspection, testing and lining work.
- I. The Contractor has the sole responsibility of notifying the public of the work to be done. Each home or business connected to the sewer must be informed via written notice at least one day (24 hours) prior to commencement of work. The Contractor must also leave contact information so the public may call with questions or concerns about the project. Upon completion of the work, immediately reinstate all services and notify the property owner(s) that service is again available. The Contractor shall coordinate work with individual property owners or managers as necessary.
- J. The Contractor shall be responsible for mitigating odors, to the satisfaction of the Owner or Engineer, which may result from work associated with the CIPPL.
- K. Where water is used for insertion and curing processes, it may be supplied from approved existing fire hydrants. The Contractor shall be responsible for obtaining water, including as applicable, permits, approved backflow assemblies and fees.

MINIMUM SPECIFICATIONS (cont'd)

- L. The Contractor must comply with all current New York State Environmental Facilities Corporation (NYSEFC) financial and grant requirements including but not limited to M/WBE-EEO utilization, American Iron and Steel, and Davis-Bacon requirements. Information is available at www.efc.ny.gov.
- M. Bypass pumping of wastewater flow during lining.
1. The Contractor shall be responsible to provide all labor, equipment, power, and materials necessary to install, field test, and operate temporary bypass pumping systems to maintain flow in existing sewers, including individual services, as necessary. The Contractor may interrupt flow from services if necessary to properly complete the work. The Contractor has the sole responsibility of notifying the public of the work to be done. Each home or business connected to the sewer must be informed via written notice at least one day (24 hours) prior to commencement of work. The Contractor must also leave contact information so the public may call with questions or concerns about the project. Upon completion of the work, immediately reinstate all services and notify the property owner(s) that service is again available. The Contractor also assumes all responsibility for blockages, back-ups or damages caused to public or private property as a result of the interruption of service caused by the Contractor's actions.
 2. The Contractor shall submit a bypass plan outlining the design, installation and operation of temporary bypass pumping systems for review by the Owner or Engineer. For pipes equal to or greater than eighteen (18) inches in diameter, a bypass plan stamped by a licensed New York State professional engineer shall be submitted to the Owner or Engineer for review. The review of the bypass plan by the Owner or Engineer shall in no way relieve the Contractor of his responsibility and liability. The bypass system shall meet the requirements of all codes and regulatory agencies having jurisdiction. The bypass system shall be of sufficient capacity to handle existing flows plus additional flows that may occur during a rain event. At a minimum, the bypass system shall have a capacity equivalent to the flowing full capacity of the largest sewer to be rehabilitated as part of this project. The bypass system shall include at a minimum one duty and one standby pump capable of handling the required design flow. The bypass pump shall be setup and ready for immediate operation. Pumps shall be automatically controlled. The Contractor shall insure that the bypass pumping system is properly maintained and a responsible operator shall be on site at all times during operation of the system. Sufficient spare parts shall be available on site in the event that repairs are necessary. The Contractor is responsible for any damage or loss of property that may result from insufficient bypass pumping.

MINIMUM SPECIFICATIONS (cont'd)

3. The Contractor shall incorporate, to the satisfaction of the Owner or Engineer, noise prevention measures for any and all equipment being used to ensure minimum noise impact on the surrounding areas. Such measures may include, but not be limited to, insulated enclosures, hospital grade mufflers or silencers, equipment modifications, and special equipment as necessary.

N. Contractor Qualifications

1. For each method of installation and curing used on the project, the Contractor shall have a history of at least 150,000 linear feet of CIPPL work in sewers using a similar resin and flexible liner tube with the specific method of installation and curing method proposed.
2. For each method of installation and curing used on the project, the CIPPL work shall be supervised by a foreman having previously supervised a minimum of 100,000 linear feet of CIPPL using a similar resin and flexible liner tube with the specific method of installation and curing method proposed.
3. The entity performing the wet-out of the CIPPL shall have been performing this type of work for a minimum of two (2) years and previously wet-out at least 175,000 linear feet of CIPPL.
4. Contractor documented experience and references shall be submitted to the Owner or Engineer upon request.

2. DESIGN REQUIREMENTS

A. Cure-in-Place Pipe Liner

1. The CIPPL system shall be manufactured by Omega Liner Company Inc., Reline America, Inc., Saertex MultiCom LP or equivalent. CIPPL systems shall be subject to evaluation and approval by the Owner or Engineer.
2. The CIPPL shall be a resin impregnated flexible liner tube which is inserted into the sewer to be rehabilitated and cured-in-place by an acceptable curing method. The tube may have a suitable polyurethane membrane coating for protection of the interior surface and to provide a uniform, smooth flow surface and may be removed after installation and curing is completed. The resin shall be a liquid corrosion resistant polyester or vinyl ester resin and catalyst system or epoxy and hardener system and shall be suitable for the design conditions as well as the curing process.
3. The liner tube shall consist of one or more layers of flexible needed felt or an equivalent non-woven and/or woven material capable of carrying resin, withstanding installation pressures and curing temperatures, and compatible with the resin system used, meeting the requirements of ASTM F1216, ASTM F1743 or ASTM F2019 and ASTM D5813. The liner tube shall be fabricated to a size that will fit the internal circumference of the existing sewer main. Allowance shall be made for stretching due to insertion of liner and deterioration of existing pipe walls.

MINIMUM SPECIFICATIONS (cont'd)

4. The minimum liner tube length shall be that deemed necessary by the Contractor to effectively and continuously span the distance from the inlet to the outlet of the respective manholes, unless otherwise specified. The Contractor shall verify the lengths in the field before impregnation and installation of the tube. Individual insertion runs may be made over one or more manhole sections as determined in the field by the Contractor and approved by the Owner or Engineer.
 5. Materials shall be shipped, stored and handled in a manner consistent with the written recommendations of the CIPPL system manufacturer to avoid damage, which includes but not limited to, gouging, abrasion, flattening, cutting, puncturing ultraviolet degradation or other damage. All damaged materials shall be disposed of in accordance with all current applicable regulations and replaced at no additional cost to the Owner.
 6. The wet-out liner tube shall have a uniform thickness and excess resin distribution that when compressed at the installation pressures will meet or exceed the designed finish wall thickness after cured.
 7. The liner tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the tube that may cause delamination in the cured CIPPL. No dry or unsaturated layers shall be acceptable upon visual inspection as evident by color contrast between the tube fabric and the activated resin containing a colorant.
 8. The tube shall be marked for distance at regular intervals along its entire length, not to exceed five (5) feet. Such markings shall also include the lining manufacturer's name or identifying symbol, manufacturing lot and production footage.
 9. The wall color of the interior pipe surface of CIPPL after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.
10. CIPPL Thickness
- a. The required structural CIPPL wall thickness shall be based, as a minimum:
 1. In accordance with ASTM F2019, Appendix XI, Design Considerations for a circular host pipe with 10% ovality or less.
 2. In accordance with WRc Sewerage Rehabilitation Manual, Type II Design, Section 5.3.2.iii for non-round pipe or circular pipes with greater than 10% ovality.

MINIMUM SPECIFICATIONS (cont'd)

3. A fully deteriorated host pipe
 4. A safety factor of 2.0
 5. A minimum service life of 50 years under continuous service
 6. A modulus of soil reaction of 700 psi
 7. A soil density of 120 lbs/cf
 8. A Poisson's ratio of 0.3
 9. An enhancement factor of 7.0
 10. A groundwater elevation over the pipe equivalent to surface grade
 11. Ovality for each segment as applicable
 12. Live loads for each segment as applicable
 13. Soil depth for each segment as applicable
- b. The flexural modulus and flexural strength used in the design shall be the values as rated for the specified service life and as submitted. When filled resins are proposed, complementary data of the same data for unfilled resin shall be provided.
- c. The Contractor shall provide detailed calculations of the proposed liner thickness as a submittal for review by the Owner or Engineer.
11. The liner shall be fabricated to a size that when cured will tightly fit the sewer being rehabilitated. Allowance for longitudinal and circumferential expansion shall be taken into account when sizing and installing the liner. Field verify all dimensions prior to delivery of the liner. The allowable contact tolerance between the liner and host pipe is 1.0 mm. In cases where any space or gap between the outside surface of the liner and the inside surface of the existing pipe exceeds 1.0 mm, the liner will be deemed deficient and corrective action will be required as determined by the Owner or Engineer. Where irregularities of the existing pipe exist such as offset joints, protrusions, bumps, fluctuating pipe diameter, and deformations remain after the sewer has been prepared in accordance with the contract documents, exception to the contact tolerance will be allowed in the irregularity zone. To the satisfaction of the Owner or Engineer, the exception shall not present an obstruction to sewage flow.
 12. The design thickness of the liner shall be arrived at using standard engineering methodology. ASTM F1216, Appendix XI, has such an acceptable methodology that may be used where applicable. The long-term flexural modulus to be used in the design shall be verified through testing. The long-term modulus shall not exceed 50% of the short-term value for the resin system unless the tube contains reinforcements. In the event that a reinforced tube is utilized, the long-term flexural modulus shall be the percentage of the short-term modulus as determined by the above referenced testing.
 13. All calculations shall be signed and sealed by a registered civil engineer and be submitted to the Owner or Engineer upon request.

MINIMUM SPECIFICATIONS (cont'd)

B. Resin

1. The liquid polyester or vinyl ester resin and catalyst system or epoxy and hardener system shall saturate the liner tube and produce a properly cured liner which is chemically resistant to typical domestic sewage and storm water, as well as abrasion due to solids, grit and sand. The resin system shall comply with the specified requirements and when properly cured meet the requirements of ASTM F1216. Resins created from recycled materials are not allowed.
2. The Contractor shall furnish a resin able to cure in the presence or absence of water, and a catalyst system compatible with the liner material that provides the cured physical and chemical resistance strengths specified. The resin shall be tinted for visibility and provide indication of adequate liner wet-out. The initiation conditions for cure shall be as recommended by the resin manufacturer and approved by the Owner or Engineer. Upon request, the Contractor shall furnish satisfactory written certification that the materials comply with the manufacturer's standards and the reference specifications. Other resins for special applications may be used as required upon recommendations of the manufacturer.

C. Structural and Physical Properties

1. When cured, the liner shall form a continuous, tight fitting, hard, impermeable liner that is chemically resistant to typical domestic sewage and storm water.
2. The layers of the finished CIPPL shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or such that the knife blade moves freely between the layers. If separation of the layers occurs during testing of the field samples, new samples will be cut from the work. Any reoccurrence may be cause for rejection of the work.
3. The finished CIPPL shall fit tightly to the host pipeline at all observable points and shall meet or exceed the minimum thickness established by the design process. The net inside diameter of the reconstructed lined sewer shall be as large and smooth as possible. The material properties of the finished CIPPL shall meet or exceed the structural standards listed herein.
4. The liner shall be designed to withstand all internal and external loads taking into account internal pressure and external soil pressures, groundwater, paving and full traffic (H-20 or E-80 loads as applicable), all with safety factor of 2.0.

MINIMUM SPECIFICATIONS (cont'd)

5. The cured CIPPL system shall conform to and comply with the minimum criteria listed herein.

Characteristic	Test Method	Cured Composite
Flexural Strength	ASTM D790	4,500 psi
Flexural Modulus (Initial)	ASTM D790; ASTM D2990	250,000 psi
Flexural Modulus (Long Term)	ASTM D2990	125,000 psi

Higher values may be used if recommended by the manufacturer and supported by independent and verifiable tests.

6. Minimum Liner Thickness unless otherwise specified shall be as follows:

Nominal Pipe Diameter	Minimum Thickness
8 inch	4.5 mm
10 inch	6.0 mm
12 inch	6.0 mm
15 inch	7.5 mm
>15 inch	< 50 SDR

7. Chemical resistance shall be in accordance with the requirements ASTM F1216, Appendix X2, Chemical Resistance Tests for polyester resins and completed in accordance with Test Method D543. Exposure should be for a minimum of one month at 73.4 degrees F when subjected to the following solutions:

Chemical Solution	Concentration, %
Tap Water (pH 6-9)	100
Nitric Acid	5
Phosphorus Acid	10
Sulfuric Acid	10
Gasoline	100
Vegetable Oil	100
Detergent	0.1
Soap	0.1

D. Hydrophilic End Seals

1. Upon request by the Owner or Engineer, the Contractor shall submit a proposal to supply and install hydrophilic end seals.

MINIMUM SPECIFICATIONS (cont'd)

2. Hydrophilic Seal Manufacturer: De Neef Construction Chemical, LMK Technologies or equivalent. Hydrophilic seals shall be subject to evaluation and approval by the Owner or Engineer.

3. WORK EXECUTION

- A. The Contractor shall clean pipes prior to pre-construction inspection, such that the pipes are free of roots, grease, sand, rocks, sludge, tuberculation (to a tolerance of 0.25 inches projection) and other debris. Protruding taps and seal material will be removed prior to pre-construction inspection.
- B. The Contractor shall conduct a pre-construction inspection of the pipes to plan rehabilitation work. The inspection will confirm the inside diameter, alignment and condition of each segment to be lined, as well as PACP Runners or Gushers, pockets of water, or structural impediments that would affect long-term viability of the pipe liner. The data and information collected from this inspection will be used to verify the size of the liner and refine the installation techniques. Utilizing a color video inspection system with data recording capabilities, the entire inspection of the pipe sections shall be provided on a USB flash drive. The Owner or Engineer reserves the right to require the Contractor to log data using its own software and tracking system where applicable. If unknown physical conditions in the work area are uncovered during the investigation that materially differ from those ordinarily encountered, notify the Owner or Engineer.
- C. The Contractor shall determine the location of all active service connections prior to lining. If necessary, with Owner or Engineer notification, a dye test may be used to verify active service connections. The Contractor shall not reinstate service connections that are not active.
- D. The Contractor shall, as required, provide for continuous flow around the section of pipe that is to be lined. The pump and bypass lines shall be of adequate capacity and size to handle the flow of the sewers. The proposed bypass plan shall be reviewed in advance by the Owner or Engineer. The review of the bypassing system by the Owner or Engineer shall in no way relieve the Contractor of his responsibility and liability.
- E. The Contractor shall maintain two (2) working service connection reinstatement cutters at the job site at all times. Lining work shall not commence if the Contractor does not have the required number of working cutters on site. No additional time or compensation shall be awarded to the Contractor in the event that work is stopped due to the Contractor's failure to comply with this requirement.

MINIMUM SPECIFICATIONS (cont'd)

- F. The Contractor shall designate a location, as applicable, where the liner tube will be impregnated with resin by vacuum or other approved means to thoroughly saturate the liner tube prior to installation. The Contractor shall allow the Owner or Engineer to inspect the materials and wet-out procedure. A resin and catalyst system compatible with the requirement of this method shall be used. All required environmental permits mandated from local, state, and federal levels must be obtained and kept onsite. The liner manufacturer must be registered in accordance with ISO 9001:2008, at a minimum, for its Quality Management System.

- G. Materials shall be shipped to, stored and handled at the site in a manner consistent with the written recommendations of the CIPPL system manufacturer to avoid damage or result in any public safety hazard. All materials shall be subject to inspection and review by the Owner or Engineer prior to installation.

- H. A pre-liner may be installed prior to liner inversion in sewers pipes with infiltration or missing pipe sections.

- I. The Contractor shall insert the flexible liner tube through an existing access way (manhole). The liner material shall be inserted through a manhole by means and method required by the manufacturer, and shall be fully extended to the lower manhole by the application of a hydrostatic head, compressed air, or other approved means. Where applicable, insert the tube such that the seam of the liner is positioned at the six o'clock position. Use only lubricants approved by the liner tube manufacturer. Make allowance for circumferential stretching during insertion. Make allowances for longitudinal stretching during pull-in or inversion. Do not utilize overlapped layers of material in longitudinal seams that cause lumps in the final product.

- J. The Contractor shall ensure that the pressure in the liner exceeds both the pressure due to the groundwater head and any pressure due to sewage in service connections or connecting side sewers.

- K. A tight seal at the manhole or catch basin walls consisting of a resin mixture compatible with the liner and resin system may be applied in accordance with manufacturer specifications.

- L. Neatly and smoothly trim the finished ends of the liner to within two (2) inches of host pipe end. Do not leave any rough edges that may catch debris. Do not leave any portion of CIPPL within the manhole channel.

MINIMUM SPECIFICATIONS (cont'd)

- M. Provide a smooth transition between the existing manhole channel invert and the effluent liner using cement grout or other approved material to prevent settling of sediments or debris from catching on the liner.
- N. The Contractor shall insert continuous or properly trimmed hydrophilic end seals per manufacturer recommendations as requested by the Owner or Engineer. Trimmed seal edges shall be butted up against each other at the crown of the pipe using a 45° miter cut with the ends glued together by use of a manufacturer approved adhesive. Seals with any gap between the ends will not be accepted. If defects in the host pipe near the manhole are such that the end seal will not form a watertight seal between the liner and host pipe, the Contractor shall address the defects in the host pipe to provide a smooth surface to receive the end seal.
- O. The Contractor shall maintain pressure requirements as defined by the manufacturer. The pressure used during the installation process shall be sufficient to hold the liner tight to the pipe wall and prevent wrinkles in the cured liner. The same pressure shall be great enough to prevent infiltration from entering the pipeline during the curing process. The pressure shall be maintained sufficiently long enough to allow pockets of water to exfiltrate through the host pipe and prevent lifts in the liner and resin washout.
- P. Curing
1. Curing shall be accomplished by utilizing ultraviolet light or the appropriate heat medium in accordance with the manufacturer recommended cure procedure and schedule.
 2. Follow submitted cure schedule in curing of liner.
 3. Continuously monitor the curing source or in and output temperatures during the cure cycle and electronically record readings, as applicable. All data shall be submitted to the Owner or Engineer upon request.
 4. Continue curing uninterrupted until the desired product is achieved.
 5. Provide inner and outer film materials that inhibit steam, styrene, or other odors from entering downstream buildings.
 6. For ultraviolet light curing CIPPL;
 - a. All light train sensor readings shall be recorded by computer and document the cure along the entire length of the installed liner. The cure procedure shall be in accordance with the manufacturer recommendations. All data shall be submitted to the Owner or Engineer upon request.

MINIMUM SPECIFICATIONS (cont'd)

7. For heat curing the CIPPL;
 - a. The Contractor shall provide a suitable heat source and distribution system to circulate hot water, air, and/or steam through the pipe as recommended by the manufacturer. The equipment shall be capable of delivering hot water, air, and/or steam to uniformly raise the temperature above that required to cure the resin. This temperature shall be determined by the manufacturer based on the resin and catalyst system employed.
 - b. The heat source piping shall be fitted with suitable continuous monitoring thermocouples to gauge the temperature of the incoming and outgoing curing medium. The temperature of the curing medium shall meet the requirements of the resin manufacture as measured at the heat source inflow and outflow return lines. Additional continuous monitoring thermocouples shall be placed between the impregnated liner tube and the pipe invert at the manholes. The curing medium temperature in the line during the cure period shall be as recommended by the resin manufacturer. Care shall be taken during the elevated curing temperature so as not to over stress the liner materials.
 - c. Initial cure shall be deemed to be completed when inspection of the exposed portions of liner appears to be hard and sound and the remote temperature sensor indicates that the temperature is of a magnitude to realize an exotherm. The cure temperature shall be held for the period recommended by the resin manufacture, during which time the distribution and control of the curing medium shall continue. The curing process for the CIPPL shall consider the host pipe material, resin and catalyst system, ambient temperature, moisture level, and thermal conductivity of the soil.
 - d. Managing the curing water for the Cured In Place Pipe Liner shall meet the requirements of §602-3.02 D.3 of the New York State Department of Transportation Standard Specifications of May 1, 2008, including all addenda issued thereafter unless otherwise specified.
8. The Contractor shall cool the cured liner in accordance with the manufacturer recommendations as described in the Performance Work Statement submitted.
- Q. The Contractor shall provide a finished CIPPL that is continuous and free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes, delamination, and wrinkles at any location totaling more than 5% of host pipe inside diameter.

MINIMUM SPECIFICATIONS (cont'd)

- R. The Contractor shall reinstate all of the existing active service connections in each length of sewer immediately following the cure of the liner. Reinstate active service connections from inside the sewer by means of a remote controlled, CCTV assisted cutting device appropriate for the liner material and the rehabilitated sewer pipe. Each active service connection shall be cut completely open and shall have smooth edges with no protruding material capable of hindering flow or catching and holding solids contained in the flow stream. If the service connection cannot be fully reinstated due to time constraints, open each service connection to a minimum of 75% before the end of each working day. Debris from reinstating service connections shall be removed prior to placing newly lined pipe into service. The Contractor shall not reinstate capped or inactive lateral connections. Notify the Owner or Engineer of locations of inactive service connections.
- S. During the course of the work the Contractor shall hie reasonable care not to disturb areas outside the limits of work. Any areas disturbed by the Contractor shall be returned to their original condition at no expense to the Owner. Any and all debris generated as part of the work shall be removed by the Contractor upon completion of the work.

4. QUALITY CONTROL

- A. No change of material, design values, or procedures as developed before bidding the contract may be made during the course of the work without the prior written approved of the Owner or Engineer.
- B. All liner to be installed under this work may be inspected at the manufacturer plant(s) and wet-out facility for compliance with these specifications by the Owner or Engineer. The Contractor shall require the wet-out facility's cooperation in these inspections. The cost of inspection will be the responsibility of the Owner.
- C. At the time of manufacture, each lot of liner shall be inspected for defects. At the time of delivery, the liner shall be homogeneous throughout, uniform in color, free of cracks, holes, foreign materials, blisters, or deleterious faults.
- D. The liner manufacturer shall have a Quality Management System registered with ISO 9001:2008 at a minimum.
- E. Products used in the work of the project shall be produced by manufacturers regularly engaged in the manufacture of cured-in-place liners for municipal wastewater systems and with a history of successful production acceptable to the Owner or Engineer.
- F. The installing Contractor shall be currently licensed or certified by the cured-in-place lining system manufacturer and shall have demonstrated competency and successful experience in the installation of cured-in-place lining systems in municipal wastewater systems and storm drain pipes. The Contractor shall also be familiar with the specified requirements and the methods needed for proper performance of the work of the project.

MINIMUM SPECIFICATIONS (cont'd)

- G. The Contractor shall submit evidence acceptable to the Owner or Engineer, such as a certified copy of a license or agreement, that it has the authority to use and/or install the liner product.
- H. The finished liner shall be continuous over the entire length of the liner insertion run between the manholes and shall be free from visual defects such as foreign inclusions, dry spots, pinholes, and delamination.
- I. Wrinkles in the finished liner pipe which cause a backwater of one (1) inch or more or reduce the hydraulic capacity of the pipe are unacceptable and shall be removed or repaired by the Contractor. If a void between the wrinkle and the pipe develops, the Contractor shall repair or replace that section. Methods of repair shall be proposed by the Contractor and submitted to the Owner or Engineer for review.
- J. Quality Control Tests
 - 1. The Contractor shall provide samples for testing, in accordance with ASTM F1216, to the Owner or Engineer from the actual installed CIPPL. Samples shall be provided from each section of CIPPL installed or as required by the Owner or Engineer. The samples for diameters of CIPPL less than eighteen (18) inches shall be restrained samples. The sample shall be cut from a section of liner from the same portion to be installed in the ground that has been inverted or pulled through a like diameter pipe which has been held in place by a suitable heat sink. The sample shall be cured under similar conditions as those of the liner installed in the ground. On diameters of CIPPL eighteen (18) inches and larger, the Owner or Engineer may, at its discretion, require plate samples cured with the CIPPL or designate a location in the newly installed CIPPL where the Contractor shall take a sample. The opening produced from the sample shall be repaired in accordance with manufacturer's recommended procedures. All samples shall be labeled in waterproof, indelible ink with the contract number, date of installation, street location, segment number(s), and specified thickness. The samples shall be delivered to Owner or Engineer. The sample testing shall be performed at the Owner's expense by an independent third party laboratory selected by the Owner or Engineer, based on recommendations by the CIPPL manufacturer. All tests shall be in accordance with applicable ASTM test methods to confirm compliance with the requirements specified.

5. CIPPL ACCEPTANCE

- A. Acceptance of the CIPPL shall be based on the Owner or Engineer's evaluation of the resin impregnation quality control reports, curing logs, post-construction inspection video, and laboratory test results for the installed pipe samples, which shall demonstrate:
 - 1. Compliance with the required CIPPL physical properties and thickness.
 - 2. Observed groundwater infiltration of the liner is zero.
 - 3. All active service connections are open and clear.

MINIMUM SPECIFICATIONS (cont'd)

4. There is no evidence of excessive wrinkles, splits, cracks, breaks, lifts, kinks, scalds, blisters, delaminations, crazing or other defects in the liner.
- B. If any defective liner is discovered after it has been installed, it shall be removed and replaced with either a sound liner or a new pipe to the satisfaction of the Owner or Engineer, at no additional cost to the Owner. The Contractor shall be responsible for costs of additional testing required to confirm compliance with these requirements. Obtain approval of the Owner or Engineer for method of repair, which may require field or workshop demonstration.
- C. All CIPPL sample testing and repairs to the installed CIPPL, as applicable, shall be completed before final acceptance, meeting the requirements of the project specifications.

6. WARRANTY

- A. All lining work shall be fully guaranteed by the Contractor for a period of three (3) years from the date of final acceptance unless otherwise stipulated in writing by the Owner prior to the date of conditional acceptance. During this period, any defects discovered by the Owner or Engineer shall be repaired or replaced by the Contractor as recommended by the manufacturer in a satisfactory manner and at no cost to the Owner. In addition to the warranty inspection specified, the Owner or Engineer may conduct independent CCTY inspections, at its own expense, of the lining work at any time prior to the completion of the guarantee period.

B. Warranty Inspection

1. Contractor shall provide, upon request by the Owner or Engineer, a CCTV inspection approximately one (1) year after completion of CIPPL work showing all completed work. Actual period for inspection shall be determined by the Owner or Engineer and will ideally be conducted during high groundwater conditions. Contractor will be provided with a minimum notice of sixty (60) days prior to period of inspection. Inspections shall be conducted in the presence of the Owner or Engineer.

7. REFERENCE STANDARDS

- A. All references to codes and standards shall be to the latest revised version. Comply with applicable provisions and recommendations of the following:
 1. ASTM D543 - Standard and Practice for Evaluating the Resistance of Plastics to Chemical Reagents
 2. ASTM D638 - Standard Test Method for Tensile Properties of Plastics
 3. ASTM D790 - Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
 4. ASTM D792 - Standard Test Methods for Density and Specific Gravity of Plastics by Displacement

MINIMUM SPECIFICATIONS (cont'd)

5. ASTM D2122 - Standard Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings
6. ASTM D2990 - Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics
7. ASTM D3567 - Standard Practice for Determining Dimensions of Fiberglass (Glass-Fiber-Reinforced Thermosetting Resin) Pipe and Fittings
8. ASTM D3681 - Standard Test Method for Chemical Resistance of Fiberglass (Glass-Fiber-Reinforced Thermosetting Resin) Pipe in a Deflected Condition
9. ASTM D5813 - Standard Specification for Cured-in Place Thermosetting Resin Sewer Pipe
10. ASTM FI 216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
11. ASTM FI 743 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pull in and Inflate and Curing of a Resin-Impregnated Tube
12. ASTM F2019 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-in-Place Thermosetting Resin Pipe (CIPP)
13. ASTM F2561 - Standard Practice for Rehabilitation of a Sewer Service Lateral and Its Connection to the Main Using a One Piece Main and Lateral Cured-in-Place Liner
14. NASSCO SPECIFICATIONS
"Performance Specification Guideline for the Installation of Cured-In-Place-Pipe",
2nd Edition, dated June 2011 or most recent version
15. NEW YORK STATE DEPARTMENT OF TRANSPORTATION "Standard Specifications - Construction and Materials", dated May 1, 2008, including all addenda issued thereafter unless otherwise specified
16. ISO 178 - Determination of Flexural Properties
17. DIN 761- Glass Reinforced thermosetting plastics (GRP) pipes
18. DIN EN 13566-4 - Plastics Piping Systems for Renovation of Underground Non-Pressure Drainage and Sewerage Networks
19. WRc Sewerage Rehabilitation Manual, Type II Design, 4th Edition, 2001

Contract Pricing Sheet

Exhibit A

Bid Reference: BID0010394

Procurement Description: Cured In-Place Pipe Lining	Date of Bid Release: 04/16/2020 at 11:00 AM	Bidder: PUBLIC EVENT DETAILS Submit To: Onondaga County DIV OF PURCHASE John H Mulroy Civic Center, 13th Floor 421 Montgomery Street Syracuse NY 13202 United States Contact: Stephanie Cunningham Email: Stephanie.Cunningham@ongov.net
Deadline for Submission of Questions: April 29, 3030	Bid Submission Deadline: Date/Time: 05/07/2020 at 02:00 PM	
Is a Bid Security Required? No	Pre-Bid Meeting: No	
If a Bid Security Required, the amount of such bond is as follows: N/A	Is a Performance Security Required? Yes	
PRC Number: Yes PRC Number: 2020004097	If a Performance Security is required, the amount of such bond is as follows: \$500,000.00	

Furnish Cured In Place Pipe as specified on the Precision Trenchless Pricing pages which are attached hereto and incorporated herein and made a part of this Exhibit "A".

CURED - IN - PLACE PIPE LINING
Itemized Bid Sheet

ITEM	DESCRIPTION	UNIT	UV CURED UNIT PRICE	HEAT CURED UNIT PRICE
1A	Provide temporary bypass pumping system for 6" to 12" CIPP restoration as specified.	Per Day	500 ⁰⁰	
1B	Provide temporary bypass pumping system for 15" to 24" CIPP restoration as specified.	Per Day	3500 ⁰⁰	
1C	Provide temporary bypass pumping system for 30" CIPP restoration as specified.	Per Day	3500 ⁰⁰	
1D	Provide temporary bypass pumping system for 36" CIPP restoration as specified.	Per Day	3500 ⁰⁰	
1E	Provide temporary bypass pumping system for 42" CIPP restoration as specified.	Per Day	4900 ⁰⁰	
1F	Provide temporary bypass pumping system for 48" CIPP restoration as specified.	Per Day	4900 ⁰⁰	
1G	Provide temporary bypass pumping system for 60" CIPP restoration as specified.	Per Day	5900 ⁰⁰	
1H	Removed from bid			
2A	Provide new 6" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	40.00	
2B	Provide new 6" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	40.00	
2C	Provide new 6" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	40.00	
3A	Provide new 8" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	44.94	
3B	Provide new 8" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	44.94	
3C	Provide new 8" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	44.94	
4A	Provide new 10" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	48 ⁵²	
4B	Provide new 10" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	48 ⁵²	

ITEM	DESCRIPTION	UNIT	UV CURED UNIT PRICE	HEAT CURED UNIT PRICE
4C	Provide new 10" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	48 ⁵²	
5A	Provide new 12" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	54 ⁶⁹	
5B	Provide new 12" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	54 ⁶⁹	
5C	Provide new 12" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	54 ⁶⁹	
6A	Provide new 15" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	89 ²⁵	
6B	Provide new 15" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	89 ²⁵	
6C	Provide new 15" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	89 ²⁵	
7A	Provide new 18" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	115 ³¹	
7B	Provide new 18" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	115 ³¹	
7C	Provide new 18" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	115 ³¹	
8A	Provide new 24" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	149 ⁷⁵	
8B	Provide new 24" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	149 ⁷⁵	
8C	Provide new 24" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	149 ⁷⁵	
9A	Provide new 30" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	205 ⁹⁹	
9B	Provide new 30" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	205 ⁹⁹	

ITEM	DESCRIPTION	UNIT	UV CURED UNIT PRICE	HEAT CURED UNIT PRICE
9C	Provide new 30" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	205. ⁹⁹	
10A	Provide new 36" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	270. ⁰⁰	
10B	Provide new 36" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	270. ⁰⁰	
10C	Provide new 36" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	270. ⁰⁰	
11A	Provide new 42" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	282. ⁰⁰	
11B	Provide new 42" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	282. ⁰⁰	
11C	Provide new 42" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	282. ⁰⁰	
12A	Provide new 48" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	325. ⁰⁰	
12B	Provide new 48" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	325. ⁰⁰	
12C	Provide new 48" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	325. ⁰⁰	
13A	Provide new 60" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	495. ⁰⁰	
13B	Provide new 60" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	495. ⁰⁰	
13C	Provide new 60" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	495. ⁰⁰	
14A	Removed from bid			
14B	Removed from bid			

ITEM	DESCRIPTION	UNIT	UV CURED UNIT PRICE	HEAT CURED UNIT PRICE
14C	Removed from bid			
15A	Provide service cuts for all existing laterals, tie-ins and connections as specified. Pipe diameter less than 42"	Each	275 ⁰⁰	
15B	Provide service cuts for all existing laterals, tie-ins and connections as specified. Pipe diameter 42" or larger	Each	275 ⁰⁰	
16	Provide supplemental CCTV inspection services	LF	3 ⁵⁰	
17	Grind Down Protruding Taps	Each	275 ⁰⁰	
18	Perform Heavy Cleaning of 8"-12" Sewers	LF	10 ⁰⁰	
19	Perform Heavy Cleaning of 15"-18" Sewers	LF	13 ⁰⁰	
20	Perform Heavy Cleaning of 24"-36" Sewers	LF	17 ⁰⁰	
21	Perform Heavy Cleaning of 48" Sewers	LF	21 ⁰⁰	
22	Perform Heavy Cleaning of 60" Sewers	LF	24 ⁵⁰	
23	Removed from bid			

The Contractor may be requested to submit time and material quotations for, but not limited to, the following tasks:

- 1 Spot repairs in areas that cannot be lined using conventional methods or require excavation.
- 2 Spot repairs to paved surfaces such as residential driveways or sidewalks

CIPP Lining items shall include light cleaning and pre/post CCTV inspection, as specified

Please submit documentation certifying contractor qualifications outlined in bid specifications, Section 1.N, will be satisfied.

Please specify heat cure method to be utilized UV Light Cured

EXHIBIT B
STANDARD TERMS AND CONDITIONS
REVISED OCTOBER 11, 2019

This Exhibit B sets forth the Standard Terms and Conditions intended to be incorporated into and made a part of the agreement with Onondaga County ("County"). The Agreement incorporating this Exhibit "B" executed between the County and the Supplier defined in the Agreement coupled with any other documents made a part of the Agreement shall be referred to herein as the "Contract Documents." References to "this Agreement" shall mean the Agreement which incorporates this Exhibit "B".

AMBIGUITIES OR CONFLICTS WITHIN CONTRACT DOCUMENTS

In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, the Supplier shall (1) provide the better quality or greater quantity of Work and/or (2) comply with the interpretation more favorable to the County as interpreted by the Director of Purchasing. The terms and conditions of this paragraph shall not relieve the Supplier of any of the obligations set forth elsewhere in the Contract Documents.

TERMINATION FOR CONVENIENCE

Upon five (5) days written notice, Onondaga County may, by written notice to Supplier, terminate the Contract, or any part thereof, for any or no reason, for Onondaga County's convenience. Upon notice of termination, Supplier shall immediately stop all work and cause its suppliers and/or subcontractors to stop all work in connection with the Contract. No liability shall be incurred by County for such cancellation beyond payment of the unit price for the portion of the work delivered and accepted. Further, County may cancel for breach and seek all remedies available at law or equity. Onondaga County shall have no responsibility for work performed after Supplier's receipt of notice of termination.

At least the following obligations shall survive the termination or expiration of this Agreement:

- 1) Owner making payments for amounts due and owing for work completed prior to termination, under a purchase order issued within the term of this Agreement;
- 2) Supplier maintaining documentation and produce such reports as may be required under this Agreement;
and
- 3) Supplier defending, indemnifying, and holding harmless as set forth herein.

With cause, County may terminate the contract immediately upon dispatch of written notification to your firm.

Upon receiving notice of the intended termination, all work shall cease on the applicable termination date, and bidder shall proceed to cancel all existing subcontracts insofar as such contracts are for goods, equipment, or services chargeable to this agreement.

In case of default by the bidder holding a contract arising from this solicitation, County may procure the work, including the goods, equipment, or services, from other sources, without notice, and may hold such bidder responsible for any excess cost related to such procurement.

Notwithstanding the foregoing, neither the grant by County of an extension of time for the performance of the contract nor the doing and acceptance of any part of the work, including the goods, equipment, or services, shall be deemed to be a waiver by County of its rights to seek any and all remedies, including termination.

DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS

To the fullest extent permitted by law, Supplier agrees to indemnify, defend and hold harmless County, and County's agents and employees or any of them from and against suits, claims, actions, liabilities, damages, professional fees, including attorney's fees, costs, court costs, expenses, disbursements or claims of any kind or nature, including by reason of statute or operation of law, for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of the Agreement and alleged to be caused in whole or in part by (i) the culpable acts or omissions of the Supplier, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) the breakage or malfunctioning of any tools, supplies, scaffolding or other equipment used by or furnished to Supplier, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

This indemnification shall apply regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This provision shall not be construed to require the Supplier to indemnify any indemnitee for the negligence of the indemnitee to the extent such negligence proximately caused the damages complained of. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist.

INSURANCE

Exhibit C, Supplier's Insurance Requirements, are incorporated herein by reference.

Supplier shall deliver to County's Department of Law, before this Agreement may be made or performed, and from time to time as is reasonable, as evidence that Supplier has obtained the insurance as required by this Agreement, both a form certificate of insurance approved for use by New York's Superintendent of Insurance which identifies the insurance contracts obtained by Supplier and copies of the declarations of each insurance contract referred to in the form certificate of insurance.

At the request of County, Supplier shall deliver to County's Department of Law a copy of any insurance contract required by this Agreement.

WORKERS' COMPENSATION AND DISABILITY BENEFITS

Supplier and other person or entity making or performing this Agreement shall secure compensation for the benefit of, and keep insured during the life of this Agreement, the employees engaged thereon, in compliance with the provisions of the New York State Workers' Compensation Law.

Supplier shall show, before this Agreement may be made or performed, and at all times during the life of this Agreement, that Supplier, and other person or entity performing this Agreement, is in compliance with the provisions of the New York State Workers' Compensation Law, by Supplier's delivering to County's Department of Law that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Supplier, and other person or entity making or performing this Agreement, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Supplier, and other person or entity making or performing this Agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Supplier, and other person or entity making or performing this Agreement, has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Supplier, and other person or entity making or performing this Agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
5. Board form DB-120.1, subscribed by the insurer, showing that Supplier, and other person or entity making or performing this Agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Supplier, and other person or entity making or performing this Agreement, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Supplier, and other person or entity making or performing this Agreement is not required to secure.

INSPECTION, SAMPLES AND TESTING

Material offered under a bid shall be available for inspection before delivery at a point agreed upon between the bidder and the Purchasing Director.

Samples are required to be furnished by the bidder at the request of the Purchasing Director. Samples are to be furnished at no cost to the County. Samples will be returned only at the cost of the bidder when requested within ten (10) days of bid award. Absent such timely request, the samples are deemed property of the County. Some samples may be retained for the life of the contract to verify delivery is in compliance with specifications.

By submitting a bid, bidder understands, acknowledges, and otherwise agrees that bidder shall bear responsibility for the cost of all deliveries tested by the County.

DELIVERY & ACCEPTANCE

Time is of the essence: Delivery of goods, equipment, services, or other work in connection with this solicitation is required to be made on or before the date specified herein.

If County has specified a schedule for delivery within this solicitation, County may direct expedited delivery in the event that bidder, after receiving an award, fails to deliver according to such schedule. In such event, the bidder shall be responsible for all related costs of expediting.

Failure to deliver as specified may result in termination of the contract and may further disqualify your firm from receiving future contracts for at least two years, as such failure may be considered, among other factors, when determining your firm's responsibility in connection with performance on public contracts.

County shall assume no liability for any expense or loss because of early termination arising from a failure to perform according to the delivery schedule, where established, or in a reasonable manner, where a schedule is not established.

No work is authorized until and unless County issues a purchase order, with such work including the shipment or delivery of goods, equipment, or services described within this solicitation.

Condition: Any goods or equipment to be purchased in connection with this solicitation shall be delivered in good condition to the designated destination. Performance is to be in a manner consistent with this solicitation.

All broken and/or damaged items received by County shall be replaced by the Supplier, immediately, at his own cost and expense.

Unless otherwise specified, all equipment offered in response to this solicitation shall be standard, new, the latest model, or a regular stock product, with parts available and with equipment and parts that are not currently scheduled to be discontinued.

Bidder shall guarantee that no attachment or part has been applied contrary to manufacturer's recommendations.

Acceptance: Performance of the work will be deemed complete only upon delivery and acceptance by County after inspection. Payment alone does not constitute acceptance. County may reject the work or otherwise return goods, in whole or in part, at its discretion, reasonably exercised. Acceptance does not waive claims by County for damages arising from this transaction. For return of goods, your firm agrees to pay delivery costs.

Charges & Fees: Unless provided otherwise by County in writing, bidder agrees to deliver goods FOB Destination, Prepaid and Allowed, with bidder bearing the risk of loss until the goods reach the designated destination and paying for all costs of delivery.

To the extent practicable, deliverables are to be provided in an electronic format, unless otherwise directed by County's designated point of contact or in the specifications.

PAYMENTS

All public contracts are executory only to the extent of the monies appropriated and available for the purpose of such contracts. No liability on account thereof shall be incurred by County beyond monies appropriated and available for such purpose.

Compensation shall be paid based on unit pricing stated within the bid submission resulting in a contract award. No additional charges may be imposed, including, without limitation, delivery charges and travel costs, unless the County expressly agrees to such charges in writing. In no event shall County be obligated to pay compensation for amounts in excess of the pricing on the bid sheet, unless otherwise agreed in writing, where such shall be in full and final satisfaction of work arising out of this solicitation.

County shall receive invoices, referencing the number assigned to a contract resulting from this solicitation and detailing the basis for the claimed compensation (i.e., hours worked, percentage of phases completed, or deliverables received). Documentation shall be provided to support such claim, as reasonably needed, consistent with the terms and conditions of the contract arising from such solicitation. Such documentation, shall be promptly provided to County's designated point of contact upon request.

All payment shall be made using procedures consistent with the Onondaga County Charter and Administrative Code.

Payment will be made upon the full and faithful performance of the contract, acceptance of materials and/or work by County's designated person, and upon receipt of the vendor invoices from the receiving department.

Partial payments for delivered items or quantities of a bid may be made by County upon presentation of properly executed claim voucher or invoice, unless otherwise stated.

By submitting a bid in response to this solicitation, bidder, if awarded a contract, agrees:

- County may withhold, out of any amounts due the Supplier, sums sufficient to cover any unpaid claims by mechanics or laborers for work or labor performed under this contract; provided, that the notice in writing of such claims, signed by the claimants, shall have been previously filed.
- Unless otherwise specified, County may in any contract involving construction work or labor retain up to five percent (5%) of the amount of the contract until final completion and acceptance of all work covered by the contract.

- o Bidder agrees that he shall not be entitled to demand or receive any payment except in the manner set forth in this contract.

Price includes all delivery charges for packing, crating, containers, shipping FOB the County or Project site as directed by the County, clean up and disposal of packing materials and, if applicable, installation of materials purchased.

Prices bid shall be the full amount of compensation to be paid by the County for all items to be furnished under this contract, irrespective of the time of shipment or delivery, unless otherwise expressly provided.

ASSIGNMENT

Supplier is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or Supplier's right, title, or interest in this Agreement, or Supplier's power to execute this Agreement, to any other person or entity without the previous consent in writing of County.

INDEPENDENT CONTRACTOR

Supplier is an independent contractor. Neither Supplier, nor Supplier's officers, employees, agents, or servants, shall hold themselves out as, or claim to be, officers, employees, agents, or servants of County.

NO PARTNERSHIP OR JOINT VENTURE

Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between County and Supplier.

CONFLICT OF INTEREST

At the time Supplier submits a bid, or if no bid is submitted, prior to performing any services under this Agreement, Supplier shall deliver to County's Department of Law, the attached affidavit certifying that Supplier has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to County.

The affidavit shall further state that in rendering services to County no persons having any such interest shall be employed by Supplier. Supplier assumes full responsibility for knowing whether Supplier's officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to County.

During the course of performing services for County, Supplier shall disclose immediately to County, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of Supplier, Supplier's officers, Supplier's employees, Supplier's agents, and Supplier's servants.

The duty to disclose is a continuing duty.

Such disclosure is a material obligation of this Agreement and Supplier's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement.

If the conflict cannot be resolved to the satisfaction of County, County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of Supplier, and Supplier shall disclose the same.

Supplier shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project.

Supplier shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than County for work on the project to which this Agreement pertains.

If applicable, Supplier shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof.

A conflict of interest of Supplier's officers, Supplier's employees, Supplier's agents, or Supplier's servants shall be deemed a conflict of interest of Supplier, giving rise to the duty to disclose.

CONFIDENTIALITY

Supplier shall not disclose any data, facts, or information concerning services performed for County or obtained while performing such services, except as authorized by County in writing or as may be required by law. County remains the owner of any such data, facts, or information, and Supplier is granted use for the purposes of this Agreement only.

COMPLIANCE WITH LAW

Supplier shall be responsible for obtaining knowledge of and complying with all applicable laws, rules, and regulations, including, without limitation, payment of prevailing wages for public works projects.

Such compliance is a material obligation of this Agreement and Supplier's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement.

The provisions of NY Labor Law §220-e are incorporated within and made a part of any resulting contract. Specifically, bidder acknowledges that discrimination on the basis of race, creed, color, disability, sex or national origin is prohibited under various provisions of federal, state, and local law, including applicable rules and regulations.

NY LABOR & PREVAILING WAGE LAWS

The provisions of NY Labor Law, including those pertaining to wages and public work, are incorporated within and made a part of any resulting contract to the extent they are applicable,

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a State or Federal court of competent jurisdiction located within Onondaga County, and Supplier consents to such jurisdiction.

NON-WAIVER

A failure by either party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

LICENSES AND PERMITS

Supplier shall obtain at Supplier's own expense all licenses or permits required for Supplier's services or work under this Agreement, prior to the commencement of Supplier's services or work.

APPROPRIATIONS (AVAILABLE FUNDS)

This Agreement is executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.

Until such time as a purchase order is issued by County for specific work, following a certification within the County that funds are appropriated and available to support such work, County shall not have incurred a financial obligation under this Agreement for such work.

AGREEMENT MODIFICATIONS

This Agreement represents the entire and integrated agreement between County and Supplier and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by a writing signed by County and Supplier.

PURCHASES BY OTHER GOVERNMENTAL OR AUTHORIZED ENTITIES

Consistent with provisions of General Municipal Law § 103 and other applicable law, rules, and regulations, this contract is intended to be open and available for use by other government entities, including, but not limited to, counties, towns, and villages within New York State, and certain authorized users. Any such entity wishing to use this contract should consult with counsel as to its applicability and/or suitability within the specific context of such entity's governmental structure, authorized procurement processes, and market for comparable goods and/or services, accounting for such other factors as may be relevant to such transaction.

The County shall not be responsible for paying any costs incurred by such entity in using this contract, where such responsibility shall be borne solely and exclusively by the entity actually receiving services under this contract. Supplier and any such entity shall memorialize and provide in a separate written instrument

responsibility for payment and performing other obligations, including terms and conditions that may differ from this contract. The County shall not be responsible for liability arising from such use by any such entity in using this contract.

This contract shall be held open for such use, at prices quoted on the bid, for the entire term of the contract.

In the event that there are any minimum order requirements, delivery charges, or other deviations from the prices offered to County to be applied to purchases by such entities, any such deviations shall be clearly stated in the bid. No such charges to the entities purchases through this contract shall be permitted if such are not expressly contained in the original bid.

In all places where "the County" is used, the name of the entity making the purchase through this contract shall be substituted therefor, except for actions to be performed expressly by the County's Division of Purchase.

SEVERABILITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

DISCRIMINATION PROHIBITED

Consistent with Labor Law §220-e, Supplier agrees that:

- in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, no Supplier, subcontractor, nor any person acting on behalf of any subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
- no Supplier, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, disability, sex, or national origin;
- this Agreement may be cancelled or terminated by County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of this Agreement; and
- the aforesaid provisions of this section, covering every contract for or on behalf of the County for the manufacture, sale, or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

Further, Supplier acknowledges that discrimination on the basis of race, creed, color, disability, sex or national origin is prohibited under various provisions of federal, state, and local law, including applicable rules and regulations.

TAX EXEMPTION

Onondaga County is generally exempt from federal, state and local taxes for purchases made in furtherance of its exempt purposes, including New York sales and use taxes on all supplies and materials furnished by Supplier for incorporation into work pursuant to provisions of this Contract. Supplier shall not charge Onondaga County for any taxes in connection with goods or materials to the extent permitted by law. Without limiting the foregoing, Onondaga County will not be responsible directly or indirectly (including by reimbursement to Supplier) of any property taxes assessed on any leased property under this Order. Supplier is familiar with and shall comply with the requirements applicable to claiming such exemptions. Onondaga County shall provide copies of exemption certificates upon request.

Supplier's attention is called to fact that materials not actually incorporated into work will not be exempt from payment of a sales tax. This includes, but is not limited to, to such things as: Construction machinery and equipment including rentals or repair parts; Supplier's office supplies; Supplier's supplies, tools and miscellaneous equipment including forms, materials and scaffolding (whether purchased or rented); Temporary Heat; Telephone or electric services; Any other items purchased or rented by Supplier for Supplier's use in performing contract and not incorporated into realty.

WARRANTIES

Supplier warrants that all material, work product, and merchandise supplied under the Order (a) shall strictly conform to all specifications, drawings, samples, or other descriptions furnished to and approved by Onondaga County, (b) shall be fit and serviceable for the purpose intended, as agreed to by Onondaga County and Supplier (c) shall be of good quality and free from defects in materials and workmanship, (d) shall be new and not refurbished or reconditioned, unless expressly agreed in writing by Onondaga County, and (e) shall not infringe any patent, copyright, mask work, trademark, trade secret or other intellectual property, proprietary or contractual right of any third party. In addition, Supplier warrants that Onondaga County shall have good and marketable title to all goods (including all components thereof) purchased by Onondaga County pursuant to the Order, free of all liens and encumbrances and that no licenses are required for Onondaga County to use such goods. With respect to services, Supplier warrants that all services shall be provided in a professional and workmanlike manner, with a degree of skill and care consistent with current, good and sound professional procedures. Neither receipt of material, work product or merchandise nor payment therefore shall constitute a waiver of this provision. If a breach of warranty occurs, Onondaga County may, in its sole discretion, and without waiving any other rights, return for credit or require prompt correction or replacement of the nonconforming goods or services.

SUPPLEMENTAL WARRANTY

In addition to any other warranties, Bidder warrants for at least one year, commencing on the date of acceptance, that Bidder will correct at no additional cost to County any failure or defect in material and workmanship, where such defect appears in the equipment, goods, or services supplied under this bid. In the event that any applicable warranty provided by the manufacturer or otherwise related to the product, bidder shall cause its warranty to extend longer than the one-year period stated herein, ending at the time of the greater warranty period.

County does not accept purported terms and conditions in any bid documents attempting to make exceptions for implied warranties of suitability or merchantability. Further, County does not accept purported terms and conditions in any bid documents attempting to limit County's potential recovery for incidental or consequential damages or for its legal remedies to secure such recovery.

PACKING

Onondaga County's purchase order number and specific delivery location must appear on the outside of each package and on all packing slips, invoices, and allied papers. A packing slip must be included with each shipment. Except as expressly provided in the Order, Supplier shall pack, mark and prepare all shipments to meet the carrier's requirements, at Supplier's expense.

ASSISTANCE WITH FUNDING OBLIGATIONS

County may require assistance from Vendor in providing specific documentation required by funding sources, including, without limitation, State and Federal agencies. Vendor agrees to comply with County's requests for assistance in providing such documentation, including passing on such requirements to Vendor's subcontractors where applicable.

CLAUSES REQUIRED BY LAW

Each and every provision of law and clause required by law to be part of this agreement shall be deemed to be part of this agreement and to have been inserted in this agreement and shall have the full force and effect of law.

GOVERNING LAWS AND REGULATIONS

This Solicitation, including any resulting contracts and performance thereunder, shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a State or Federal court of competent jurisdiction located within Onondaga County, and bidder, by submitting its bid, consents to such jurisdiction. County does not agree to arbitration.

Bidder shall be responsible for obtaining knowledge of and complying with all applicable laws, rules, and regulations, including, without limitation, payment of prevailing wages for public works projects.

Such compliance is a material obligation of any contract resulting from this solicitation, bidder's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement.

Bidder shall obtain at its own expense all licenses or permits required for its services or work in connection with this solicitation, prior to the commencement of performance.

Special attention is called to those laws and requirements set forth below:

Section 103-d of the state's General Municipal Law requires the signing of a non-collusion certification, which reads:

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

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

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

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

By submitting this bid, the bidder warrants that this bid is made without any connection with any person making another bid for the same contract and that the bid is in all respects fair, and without collusion or fraud; also that no member of the County Legislature or other officer of the County or any person employed by the County is directly or indirectly interested in said bid or in the supplies or work to which it relates or in any portion of the profits thereof.

The Toxic Waste Right to Know Law requires the bidder, supplier, manufacturer to provide, upon delivery, any and all information required by law. County reserves the right to refuse shipments and payment when Safety Data Sheets (SDS) are not supplied on delivery or promptly upon request.

Bidder will maintain Worker's Compensation during the life any resulting contract for the benefit of the bidder's employees.

The provisions of Labor Law §220-e are incorporated within and made a part of any resulting contract. Specifically, bidder acknowledges that discrimination on the basis of race, creed, color, disability, sex or national origin is prohibited under various provisions of federal, state, and local law, including applicable rules and regulations.

For construction projects that disturb more than one acre in total, construction Suppliers will be responsible for implementing storm water runoff control measures in accordance with the specifications. All construction projects disturbing more than one acre must control storm water runoff in full compliance with the SPDES general permit for storm water discharge from construction activity. The selected Supplier will certify their intent to comply with County's storm water management program.

SUSPENSION AND DEBARMENT

Supplier certifies that, except as noted, Supplier and any person associated with Supplier in the capacity of owner, partner, director, officer, or major stockholder is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, and has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years.

REPORTING AND DOCUMENTATION

Supplier shall report directly to the person designated by the County as the point of contact to act on County's behalf in directing and reviewing Supplier's services. This point of contact does not have authority to bind the County.

Supplier shall maintain sufficient documentation to reasonably support the use of funds or the delivery of goods and/or services to be provided to County, consistent with the terms and conditions of this Agreement. Such documentation shall be promptly provided to County's designated point of contact upon request.

To the extent practicable, deliverables are to be provided in an electronic format, unless otherwise directed by County within the Solicitation.

NOTICE TO PROCEED -- USE OF PURCHASE ORDERS

Supplier is not authorized to provide goods, equipment, services, or, in any other manner, commence work under the Agreement until and unless County issues a purchase order to Supplier for specific work or materials, consistent with an executed amendment (describing a phase, task, or deliverable). The purchase order shall constitute notice to proceed for such work. Supplier shall be limited to providing only the work specified on the purchase order and shall not incur costs or invoice County for amounts in excess of the purchase order. No oral modifications are permitted.

One or more purchase orders may be needed to accomplish the work of this Agreement, including any executed amendments. Under this Agreement, work may be phased or otherwise delivered at specific times in connection with a developed work schedule. County may choose to issue supplemental task orders or directives as may be needed to implement such work plan. The use of such supplemental documents, if any, may be specified within the purchase order or statement of work.

In the event Supplier reasonably anticipates costs or compensable work in excess of the dollar amounts authorized under a purchase order, Supplier shall promptly notify County and seek direction.

No purchase order shall be issued where the work is reasonably anticipated to extend beyond the end of the term, as specified herein. If it is reasonably anticipated that work shall extend beyond the end of the term, an extension in the form of an executed amendment should be in place, and Supplier shall promptly notify County and seek direction.

The County's obligation to make any payments under a contract resulting from this bid shall be limited to such amounts as has been duly appropriated by the County and made available for such contract. Until such time as a purchase order is issued by County for specific work, following a certification within the County that funds are appropriated and available to support such work, County shall not incur a financial obligation under this Agreement for such work.

PAYMENT AND PERFORMANCE BONDS

The Supplier shall furnish any required bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds shall be obtained from a surety satisfactory to the Owner rated "A/VI" or better by Best's rating service or an equivalent rating as certified by the Superintendent of Insurance, licensed to do business in New York State, and listed in the latest issue of the U.S. Treasury Circular 570. The cost of the required bonds shall be included in the Contract Sum. Each bond shall be maintained throughout the duration of the Project. The Surety furnishing the Performance Bond and the Labor and Material Payment bond must waive notice of any change in the contract price or contract time. Attorneys-in-Fact who sign bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

The Supplier shall deliver the required bonds to the Onondaga County Law Department prior to the execution of the Contract.

Every Bond must display the Surety's Bond Number.

PRICE INCREASES

Increases to the bid price shall not occur sooner than the date of renewal (if any). In the event that the Supplier intends to increase its pricing, the Supplier must notify the County Purchasing Director not less than ninety (90) days prior to such date of renewal. The date of renewal (if elected) will be deemed to be the contract anniversary date.

SUBSTITUTIONS FOR SPECIFIED EQUIPEMENT or MATERIALS

Use of Brand Names, Model Numbers or other References: References within the specifications to a trade name, manufacturer's catalog or model number are intended to establish the type and quality of materials, supplies or work desired.

If Bidder proposes goods, equipment, supplies, and methods by which work that are not as specified, Bidder warrants that the proposed items and are equal or better quality to the specified items in all respects. Each variance from any specified item must be clearly and fully stated within the bid. Bidder must provide supporting documentation (catalogue cuts, product literature, model number's, etc.) for each such item as part of its bid.

The Purchasing Director will determine, in such officer's sole discretion, whether such variant goods, equipment, supplies, and methods by which work is to be performed are accepted as being equal to the goods, equipment, supplies, and methods by which work is to be performed stated within the specifications.

SAFETY DATA SHEETS:

Safety Data Sheets must be provided for each item by each Bidder if requested.

End Standard Terms and Conditions

EXHIBIT C- INSURANCE REQUIREMENTS

The terms and conditions of the Agreement incorporating this Exhibit "C" executed between the Onondaga County ("County") and the Supplier identified in the Agreement shall take precedence over conflicting provisions within this document, unless otherwise stated herein. References to "this Agreement" shall mean the Agreement which incorporates this Exhibit "C". During the term of the Agreement, the Supplier shall comply with the Insurance Requirements set forth below:

INSURANCE

The insurance required within this section shall be obtained by Supplier from an insurer authorized by a license in force pursuant to the insurance law of the state of New York to do an insurance business in the state of New York and having an A.M. Best Company, Inc. financial strength rating of A- or better and an A.M. Best Company, Inc. financial size category of XV.

Each insurance contract shall name Supplier as the insured in its declarations.

Each insurance contract, except a professional liability insurance contract, **shall be endorsed by the insurer to name, make, and add Onondaga County as additional insured** so as to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of County for damages, as to the legal liability of the insured for damages, and covering and applying to the loss, damage, or expense incident to a claim of the legal liability of County for damages, as to loss, damage, or expense incident to a claim of the legal liability of the insured for damages.

Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance to County, as primary to, and not seek contribution from, any other insurance available to County by any other insurance contract naming County as the insured.

Each insurance contract shall be endorsed by the insurer to obligate the insurer to give County written notice of any termination or substantive change of the insurance contract, at least 30 days before the termination or substantive change, by the insurer's delivering the notice to County's Department of Law, John H. Mulroy Civic Center, 421 Montgomery Street, Syracuse, NY 13202.

Each insurance contract shall be approved and accepted by County, in its sole discretion.

Supplier shall deliver to County's Department of Law, before the Agreement may be made or performed, and from time to time as is reasonable, as evidence that Supplier has obtained the insurance as required by this Agreement, both a form certificate of insurance approved for use by New York's superintendent of insurance which identifies the insurance contracts obtained by Supplier and copies of the declarations of each insurance contract referred to in the form certificate of insurance.

At the request of County, Supplier shall deliver to County's Department of Law a copy of any insurance contract required by the Agreement.

Supplier shall always obtain and maintain during the term of this agreement through at least three years after the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this Agreement, at its sole cost and expense, the following insurance:

Workers Compensation

Workers Compensation Insurance with statutory limits and Employers Liability coverage of not less than the statutory (unlimited) Employers Liability.

Commercial General Liability

Commercial General Liability Insurance with a minimum limit as follows:

Bodily Injury and Property Damage Limit	\$1,000,000 each occurrence
Products/Completed Operations Limit	\$2,000,000 aggregate
Personal Injury & Advertising Injury Limit	\$1,000,000 each person Or organization
General Aggregate	\$2,000,000 applicable on a Per project basis

- CGL Coverage shall be written on ISO Occurrence form CG00 01 0413 or a substitute form providing equivalent coverage.
- Owner and all other parties required by contract, shall be included as additional insureds on the CGL including Completed Operations, using ISO Additional Insured Endorsement CG 2010 0413 or a combination of ISO form CG 2037 0413 or an equivalent coverage to the additional insured's. This insurance for the additional insured shall be as broad as the coverage provided for the named insured Supplier. It shall apply as Primary and Noncontributory insurance, before any other insurance or self-insurance, including any deductible, maintained by or provided to the additional insured.
- Supplier shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
- CGL coverage shall not contain any exclusions for municipal work, "Labor Law" or any similar exclusions which exclude bodily injury to an employee of the Owner, Supplier or an employee of a sub-contractor hired by the Supplier if it occurs in the course of employment.

Automobile Liability

Automobile Liability insurance covering owned, hired and non- owned vehicles, with a minimum limit of liability of \$1,000,000. Owner and their agents and employees shall be included as additional insureds on a primary and non-contributing basis.

Umbrella or Excess Liability

Umbrella or Excess liability insurance with a limit of \$1,000,000.00 per occurrence and a general aggregate of \$1,000,000. Owner and their agents and employees shall be included as additional insureds on a primary and non-contributing basis before any other insurance or self- insurance, including any deductible maintained by, or provided to the additional insured other than the CGL, Auto Liability and Employer's Liability coverage's maintained by the Supplier.

If Supplier fails to procure insurance for the Owner as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by Owner, and their respective insurers, which would have otherwise been paid by the Supplier's required insurance.

Waiver of Subrogation - Supplier waives all rights against Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements above.

Notice of Change or Cancellation - No policy will permit cancellation or modification without thirty (30) days prior written notice of cancellation or modification to the Owner.

Prior to commencing "the Work" described in this Agreement, Supplier shall provide Owner a Certificate of Insurance evidencing compliance with the insurance procurement requirements herein, in standard ACORD form and attached to each certificate of insurance shall be a copy of the Additional Insured, Waiver of Subrogation and Notice of Cancellation endorsements.

In the event any part of this Addendum conflicts with any other provisions between Owner and Supplier regarding indemnity or insurance requirements, this Addendum controls. This Agreement cannot be modified orally, and any commencement of "the Work" described in the Agreement by the Supplier, or its agents, servants, employees or subcontractors shall constitute an acceptance of this written Agreement as is, and shall have the same force and effect as though same were fully executed.

Resolution No. _____ of 2022, a resolution adopting amendments to the Town's Procurement policy.

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

WHEREAS, pursuant to General Municipal Law Section 104-b, the Town is required to adopt a written procurement policy to facilitate the acquisition of goods and services at the lowest price to the taxpayers under the circumstances of the Town's needs in the marketplace, and

WHEREAS, the Town Board last amended the policy by resolution No. 48 of 2021, adding Best Value criteria for certain purchase contracts, and

WHEREAS, by Resolution No. 249 of 2021, the Town Board required that all relevant documents, contracts and bid procedures for resolutions be marshaled and posted on the Town's website at least 24 hours before each Board meeting scheduled at which the resolution may be considered, and

WHEREAS, the Town's procurement policy requires either the Town Attorney, Town Comptroller, or both, to make determinations concerning all procurements made by the various departments within the Town, and

WHEREAS, the Town Comptroller and Town Attorney recommend that the Board amend the procurement policy to ensure an adequate timeframe for that review, and to clarify the obligation of the various departments to cooperate with these offices as they review significant purchases being made or sought by the town and its department components under any authorized procurement method, and

WHEREAS, the Town Board wishes to provide the offices charged with procurement review adequate time to review the relevant contracts and competitive methodology for significant purchase and acquisitions, and to ensure that all departments cooperate with these offices throughout such review, now therefore, be it

RESOLVED, that the Town's procurement policy is hereby amended through the addition of POLICY 1A and POLICY 1B, attached.

Town of Clifton Park Procurement Policy

The New York State General Municipal Law (GML) provides that all municipal contracts for public works involving more than \$35,000 and all purchase contracts involving more than \$20,000 are to be awarded to the lowest responsible bidder after advertisement for sealed bids. [GML 103]

For the acquisition of all other goods and services, the law requires that procurement takes place by methods and means designed to facilitate acquisition of goods and services of maximum quality and at the lowest possible cost under circumstances that guard against favoritism, improvidence, fraud and corruption. [GML 104-b]

Therefore, the Town Board adopts the following procedures to govern the acquisition of goods and services, and recurring contracts, not governed by the sealed bid requirements. [GML 103]

POLICY 1: Determine if the procurement is governed by the sealed bid requirements of GML 103. A public work is any permanent improvement to be constructed or affixed on Town property. This includes: buildings, structures, pavement, trails, cell towers, water lines, sewer infrastructure, and any other permanent improvement to public property.

- If the improvement is reasonably expected to exceed \$35,000, including labor and materials, a sealed bid is required.
- The same analysis is required for the purchase of materials, supplies or equipment that may reasonably be expected to exceed \$20,000.

If a sealed bid is required, bids should be advertised in a manner designed to achieve the widest reasonable distribution to the relevant market for the individual procurement at issue, including consideration given to utilize the NYS Contract Reporter, The Town's official publication, and/or trade or special interest publications selected for the individual market. For construction and other public works procurements where bid documents have been written by an engineering firm or other consultant on behalf of the Town, reliance upon such consultant for advertising and distribution of the bid documents is sufficient. All sealed bid documents shall be advertised and available for download on the Town website, www.cliftonpark.org/government/requests-for-bids-and-proposals.html.

POLICY 1 A.

The Determination that a contract or service is not governed by GML 103 shall be made by the Town Attorney or Comptroller. For procurements which may reasonably be anticipated to be within 15 % of the applicable threshold for required sealed bid GML 103 review, complete documentation supporting the procurement shall be submitted to the Comptroller or Town Attorney for review prior to submitting a request for Town Board action. The Comptroller and/or the Town Attorney's office will advise the Department submitting the procurement

request within 14 days of submission whether a sealed bid process is required, as well as a determination that the request complies with all state and local law, rules and adopted policies.

POLICY 1 B

All Department Heads and employees submitting resolution requests involving the purchase of goods or services, revenue contracts or contracts for Public Works, are required to respond to inquiries and requests for further information as may reasonably be necessary for determinations that the purchase or contract complies with state and local laws, rules and policies.

POLICY 2: For improvements constituting public works less than \$35,000, written quotes should be obtained following advertising and distribution designed to achieve widest reasonable distribution for the individual project at issue, including the official paper of record, according to the most recent organizational resolution, and the NYS Contract Reporter. In all cases the solicitation should be advertised and noticed on the Town Website.

POLICY 3: All estimated Purchase or Revenue contracts reasonably expected to be less than \$20,000, in the aggregate on a 12-month basis require a written Quote.

It is Town Policy that at least 3 written quotes from vendors be obtained, but in all cases the solicitation should be distributed as widely as practicable for the individual material, supplies or services solicited, and should be advertised and noticed on the Town Website where practicable to do so. If unable to obtain at least three separate quotes, documentation should be made demonstrating efforts made to do so. Purchases \$500 or less left to the discretion of the purchaser.

POLICY 4: The lowest responsible proposal or quote shall be awarded the purchase or contract unless the purchaser prepares a written justification, subject to approval of the Comptroller or Town Attorney, providing reasons why it is in the best interest of the Town and taxpayers to make an award to other than the lowest bidder.

Factors for consideration on determining not to award to the lowest bidder:*

- local source - if the vendor is located within
 1. The Town of Clifton Park, then
 2. Southern Saratoga County, then
 3. Saratoga County,
 4. **and** the bid is within 5% of the highest bid, then the Board may award the contract to the local vendor in appropriate cases.
- lowest bidder is deemed not responsible
- availability of product, maintenance or service when needed
- transportation and other costs relevant to acquiring goods

*If any of the factors set forth above are used in determining the award, including the reliability of the lowest bidder, then documentation justifying the judgment made shall be included in the record supporting the particular procurement.

POLICY 5: For Revenue contracts, Professional Service Contracts, Consulting Services for new services, initiatives, or pilot programs, determinations shall be made concerning the applicable thresholds based upon information available, and the methods of obtaining alternative quotes, proposals and expressions of interest selected should be based on the availability of potential sources and the cost-effectiveness of each method under the circumstances, pursuant to the policy goals of GML 104-b, quoted above.

Documentation concerning actions taken in connection with the methods chosen shall be retained in all cases in a procurement file accompanying the project file. Professional consultants may be retained without competition in the interest of efficiency, and on the basis of qualifications for the individual service required, in the sole determination of the Town Supervisor.

POLICY 6: Determinations on the methods to be used in obtaining quotations, and prices will depend in each instance on the type of procurement sought, and the method used should be selected based on efficiency and adherence with the policy goals of GML 104-b.

POLICY 7: A Request for Proposal (RFP) is generally to be used where price is one, but not the only, consideration to be evaluated in making the procurement determination, and should be used where experience, qualifications, response time, and other qualitative factors are expected to be material to the selection of the vendor, supplier, or consultant. An RFP should also be used where the Town seeks input from prospective proposers on the best course, methods and means to achieve the desired goal of the procurement.

POLICY 8: A good faith effort shall be made to obtain the required number of proposals or quotes. If the purchaser is unable to obtain the required number of proposals or quotations, the purchaser shall document the attempt made at obtaining the proposals. The inability to obtain the proposals or quotes is not an absolute bar to obtaining the procurement.

POLICY 9: Exceptions to requirements for competitive bidding or solicitation for projects, Goods or Services not governed by GML 103:

- emergencies arising out of an accident or unforeseen circumstance affecting public property or life, health or safety
- item available from a sole source which is uniquely required in the public interest, there is no substantial equivalent and no competition for the supply (sole source determination shall be made by Town Attorney or Comptroller)
- goods purchased from agencies for the blind or severely handicapped
- goods purchased from correctional facilities
- goods purchased from another governmental agency
- goods purchased at authorized auctions
- goods purchased for less than \$500.00
- purchases made utilizing pre-existing State Contract, or available under “piggyback” contracts pursuant to GML 103(3)
- authorized auctions

- professional services in the sole discretion of the Town Supervisor

POLICY 10: All requests to attend classes, seminars or professional conferences involving overnight stays must be approved by the Town Board.

POLICY 11: The Comptroller will issue periodic guidance on the utilization of purchase orders and vouchers for the processing of purchases for supplies and materials to be followed by all departments.

POLICY 12: A purchase order serves to identify the account from which funds for a purchase are to be made. All payments must have a purchase order attached with the exception of:

- reimbursement of travel expenses (expense summary must be attached to voucher)
- payment of utilities
- payment of leases
- refund of participation fees
- postage
- gas purchased through the Town pumps

POLICY 13: All Capital Expenditures in excess of \$5,000 shall be approved by the Town Board.

POLICY 14: Pursuant to General Municipal Law § 104- b (2) (F), individuals named on the attached list are responsible for authorizing Purchasing and Procurement pursuant to this policy.

POLICY 15: Goods and services procured and awarded on the basis of "best value" are those that the Town determines will be of the highest quality while being the most cost efficient. The goal of the procurement is to award the contract or purchase order to the offeror who optimizes quality, cost, and efficiency among responsive offerors. The determination of quality and cost efficiency shall be based on objective, quantifiable, clearly described, and documented criteria, which may include, but shall not be limited to any or all of the following:

1. cost of maintenance for good(s) or service(s);
2. features of the offered product or services set forth in detailed specification for the product offered;
3. warranties and/or maintenance to be provided with the product or service;
4. product life of good(s) or service(s);
5. references, past performance and reliability or durability of the product offered and current or past experience with the provision of similar goods or services;
6. organization, staffing (both members of staff and particular abilities and experiences), and ability to undertake the type and complexity of the work;
7. financial capability; or

8. record of compliance with all federal, state, and local laws, rules, licensing requirements, where applicable, and executive orders, including but not limited to compliance with existing labor standards and prevailing wage laws.
9. Compatibility with existing equipment for interchangeability of accessories, parts and services.

Whenever any contract is awarded on the basis of best value instead of lowest responsible bidder, the basis for determining best value and the final calculations used shall be thoroughly and accurately documented and made part of the procurement record.

POLICY 16: The Town of Clifton Park, at its discretion and following the guidelines set forth in General Municipal Law§ 103, may procure goods (including apparatus, materials, equipment and supplies) and services by "piggy backing" through contracts let by the United States, or any agency thereof, any state or any political subdivision or district therein, if such a contract was let in a manner consistent with competitive bidding or "best value" methodology and made available for use by other government agencies. This may include, but not limited to, contracts let by other counties, states, national cooperative contracts, contracts let by the federal government through the General Services Administration (GSA) made available for use to county government, for example Schedule 70 (IT related purchases), Schedule 84 (Law Enforcement purchase), and other purchases related to Disaster Recovery.

* Highest bidder/quote for Revenue Contracts
As adopted by Resolution No. 48 of 2021

EMPLOYEES AUTHORIZED TO APPROVE
PURCHASES As of April 2022

Supervisor's Office

Phil Barrett, Town Supervisor
Matthew Andrus, Information Specialist
Jean Spiegel, Confidential Secretary

Assessor's Office

Walter Smead, Assessor
Kelly Miller, Senior Assessment Clerk

Attorney's Office:

Tom McCarthy, Town Attorney

Buildings & Grounds:

Daniel Clemens, Director
Regan Cardona, Senior Account Clerk
Kieran Lynch, Maintenance Supervisor
Donald McCune, Transfer Station Manager

Building & Zoning:

Steve Myers, Director
Wade Schoenborn, Chief Bureau of Fire Prevention

Town Clerk's Office:

Teresa Brobston, Town Clerk
Christine Pagniello, Deputy Town Clerk
Claudia Fitzgerald, Deputy Town Clerk

Comptroller:

Mark Heggen, Comptroller
Stephanie Drenchko, Deputy Comptroller

Town Court

Connie Brown, Chief Court Clerk

Highway Department:

Dahn Bull, Superintendent of Highways
Ellenmarie Martin, Deputy Highway Superintendent

Parks & Recreation:

Myla Kramer, Director
Diana Fraser, Assistant Director

Planning Department:
John Scavo, Planning Director

Receiver of Taxes:
Rose Savallo, Receiver of Taxes

Safety & Security Office:
Lou Pasquarell, Director
Teresa Cook, Director, Animal Control

Senior Citizen Center:
Susan Leonard, Director

Sewer Department:
Mike O'Brien, Collections System Manager

Tom McCarthy

From: Tom McCarthy
Sent: Tuesday, April 26, 2022 5:04 PM
To: Dahn Bull
Cc: 'Mark Heggen'
Subject: Precision Trenchless Contract

Mr. Bull,

We don't understand the math on your submission for this. The Precision quote is for \$357,637.00, but you asked for \$550,000 for them per the Onondaga Contract. Is there anywhere in this submission that explains where the other \$193,000 is being appropriated for?

Tom McCarthy

From: Dahn Bull <DBull@cliftonpark.org>
Sent: Wednesday, February 23, 2022 10:10 AM
To: Tom McCarthy
Cc: Amy Standaert
Subject: RE: Procurement for Plowtrucks
Attachments: Onandaga Co Award 8996 - All Vendors, Class 8 trucks.pdf; copier@hlgage.com_20220222_144035.pdf; copier@hlgage.com_20220222_141146.pdf

We are simply ordering trucks here Tom. These trucks wont be delivered or paid for until 2024. I met my obligations to inform the board via the resolution in November, Resolution 262 of 2021, and through a memo dated January 17, 2022. Four out of five board members accepted the memo and asked a few questions, then offered their support. I see we're all ready to move this forward. I'll be happy to work with Mark on this but any delay on these orders adds another month to the waiting list.

From: Tom McCarthy TMcCarthy@cliftonpark.org
Sent: Tuesday, February 22, 2022 2:26 PM
To: Dahn Bull DBull@cliftonpark.org
Cc: Amy Standaert ASTandaert@cliftonpark.org
Subject: RE: Procurement for Plowtrucks

Ok, well, my offer still stands. We can get it on the agenda after we go over it with you.

From: Tom McCarthy <TMcCarthy@cliftonpark.org>
Sent: Tuesday, February 22, 2022 12:53 PM
To: Dahn Bull <DBull@cliftonpark.org>
Cc: Amy Standaert <ASTandaert@cliftonpark.org>
Subject: Procurement for Plowtrucks

Dahn

Your procurement request for the plowtrucks has generated a number of questions, both from Mark and myself.

We don't fully understand what you are doing, and offer to meet with you to clarify it, with a Town Board member of your choosing. After we have a fuller understanding, and some confirmation on the piggy back contract that you are trying to use, we can get on an agenda. I am available most of tomorrow, back after march 9 if it goes to a future agenda.

Resolution No. _____ of 2022, a resolution appointing Jennyfer Gleason as a Member of the Planning Board.

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

WHEREAS, a vacancy exists for a member of the Planning Board, and

WHEREAS, Supervisor Barrett recommends that the current Alternate, Jennyfer Gleason, 2 Queensbury Ct., Clifton Park, be appointed to the position as a Member; now, therefore, be it

RESOLVED, that Jennyfer Gleason, is hereby appointed as a Member of the Planning Board for the remainder of a 7-year term, with the term to expire on December 31, 2026.

Resolution No. _____ of 2022, a resolution authorizing the Supervisor to sign a Lease Agreement with Fruitful Vine Christian Church, for rental of the top floor of the Burning Bush Clubhouse.

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

WHEREAS, pursuant to Town Law 64 2 (a) the Town Board is authorized to lease Town owned property; and

WHEREAS, Fruitful Vine Christian Church wishes to rent the top floor of the Burning Bush Clubhouse for a term of twelve (12) months, lease to expire on May 19, 2023, at an annual rent of \$21,600; and

WHEREAS, the Tenant may elect to remain in possession of the property after May 19, 2023 as a month to month Tenant for up to twelve (12) consecutive months; now therefore be it

RESOLVED, that the Supervisor is hereby authorized to sign the attached Lease Agreement with Fruitful Vine Christian Church for rental of the top floor of the Burning Bush Clubhouse, provided that the Town is provided a Certificate of Insurance in the amount of \$1,000,000 naming the Town of Clifton Park as certificate holder.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Wednesday, April 13, 2022 9:37 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 05-02-2022 Supervisor
Attachments: 6256d1f891f67-Burning Bush Fruitful Vine 2022 signed.pdf

An item has been submitted to the Resolution Request form for review.

Department: **Supervisor**
Your email: **mspringli@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **P. Barrett**

Requested Meeting Date: **05-02-2022**

Brief Description: **Renew the lease at the Burning Bush Clubhouse for the Fruitful Vine Church**

Budget #:

Budget Description:

\$ Amount:

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/27/2022

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

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

PRODUCER Church Mutual Insurance Company 3000 Schuster Lane P.O. Box 357 Merrill WI 54452	CONTACT NAME: Sara L Fehlhaber PHONE (A/C, No, Ext): 1-800-554-2642 Option 1 E-MAIL ADDRESS: customerservice@churchmutual.com FAX (A/C, No): 855-264-2329
	INSURER(S) AFFORDING COVERAGE INSURER A: Church Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED FRUITFUL VINE CHRISTIAN CHURCH INC 9 BURNING BUSH BLVD BALLSTON LAKE NY 12019-9365	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		0147654-02-055331	12/05/2019	12/05/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Liability Insurance for Church Services located at 9 Burning Bush Blvd, Ballston Lake, NY 12019 throughout the policy period, Additional Insured=Town Of Clifton Park.
A221 22203 SAAP 524

CERTIFICATE HOLDER Town of Clifton Park 1 Town Hall Plaza Clifton Park NY 12065-3610	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Sara Fehlhaber</i>
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THIS AGREEMENT OF LEASE, made this 12th day of April, 2022, between

The Town of Clifton Park, a municipal corporation having its offices at 1 Town Hall Plaza, Clifton Park, NY 12065, as Landlord

And,

The Fruitful Vine Christian Church

WITNESSETH: The Landlord hereby leases to the Tenant the following premises:

Top floor of the Burning Bush Club House, Burning Bush Blvd,
Town of Clifton Park, New York

for the term of 12 Months to commence from May 20, 2021 and to end on May 19, 2022, to be used and occupied only for

A Church, Daycare, and their related offices.

1st. RENT

That the Tenant shall pay the annual rent of \$21,600 per year, upon the conditions and covenants following: said rent to be paid in equal monthly payments in advance on the 1st day of each month and every month during the term aforesaid, as follows: \$1800 per month.

2nd. CARE and REPAIR

That the Tenant shall take good care of the premises and shall, at the Tenant's own cost and expense, make all repairs and at the end or other expiration of the term, shall deliver up the demised premises in good order or condition, damages by the elements expected.

3rd. TENANT SHALL COMPLY WITH REGULATIONS and ORDINANCES

That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body, at the Tenant's own cost and expense.

4th. NO ASSIGNMENT OF LEASE WITHOUT WRITTEN CONSENT OF LANDLORD

That the Tenant, successors, heirs, executors or administrators shall not assign this agreement, or

underlet or underlease the premises, or any part thereof or make any alterations to the premises, without the Landlord's consent in writing; or occupy or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under the penalty of damages and forfeiture, and in the event of a breach thereof, the term herein shall immediately cease and be determined at the option of the Landlord as if it were the expiration of the original term.

5th. NOTICE OF ACCIDENT, DAMAGE OR DEFECTIVE CONDITION; RESPONSIBILITIES OF TENANT

Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the premises cannot be used because of fire or other casualty, Tenant is not required to pay rent for the time the premises are unusable. If part of the premises cannot be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the premises is usable. Landlord need only repair the damaged structural parts of the premises. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the fire or other casualty is caused by an act or neglect of Tenant, Tenant's employees or invitees, or at the time of the fire or casualty Tenant is in default in any term of this Lease, then all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

Landlord has the right to demolish or rebuild the building if there is substantial damage by fire or other casualty. Landlord may cancel this lease within 30 days after the substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the premises to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the lease is canceled, Landlord is not required to repair the premises or building. The cancellation does not release Tenant of liability in connection with the fire or casualty. The Section is intended to replace the terms of New York Real Property Law Section 227.

ACCESS TO EXAMINE PREMISES

6th. The said Tenant agrees that the said Landlord and the Landlord's agents and other representatives shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

7th. The Tenant also agrees to permit the Landlord or the Landlord's agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that on and after the sixth month next preceding the expiration of the term hereby granted, the Landlord or the Landlord's agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale", and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

8th. CONDITIONS UNDER WHICH LANDLORD MAY REPOSSESS PREMISES

That if the said premises or any part thereof shall be deserted or become vacant during said term, or if any default be made in the payment of the said rent or any part thereof, or any default be made in the performance of any of the covenants herein contained, the Landlord or representatives may reenter the said premises by force, summary proceedings, or otherwise, and remove all persons there from, without being liable to prosecution therefore, and the Tenant hereby expressly waives the service of any notice in writing of intention to re-enter, and the Tenant shall pay at the same time as the rent becomes payable under the terms hereof a sum equivalent to the rent reserved herein, and the Landlord may rent the premises on behalf of the Tenant, reserving the right to rent the premises for a longer period of time than fixed in the original lease without releasing the original Tenant from any liability, applying any moneys collected, first to the expense of resuming or obtaining possession, second to restoring the premises to a rentable condition, and then to the payment of the rent and all other charges due and to grow due to the Landlord, any surplus to be paid to the Tenant, who shall remain liable for any deficiency.

9th. LIABILITY FOR PLATE GLASS WINDOWS

Landlord may replace, at the expense of Tenant, any and all broken glass in and about the demised premises. Landlord may insure, and keep insured, all plate glass in the demised premises for and in the name of Landlord. Bills for the premiums therefore shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereon shall be deemed to be, and be paid as, additional rental. Damage and injury to the said premises, caused by the carelessness, negligence or improper conduct on the part of the said Tenant or the Tenant's agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

10th. DUTY TO KEEP ENTRANCES AND WALKWAYS FREE OF OBSTRUCTIONS

That the Tenant shall neither encumber nor obstruct the sidewalk in front of, entrance to, or halls and stairs of said premises, nor allow the same to be obstructed or encumbered in any manner.

11th. PLACEMENT OF SIGNS

The Tenant shall neither place, or cause or allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to said premises or any other part of same, except moveable signs for days of service pursuant to paragraph 33.

12th. LANDLORD EXEMPT FROM LIABILITY

That the Landlord is exempt from any and all liability for any damage or injury to person or property cause by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building or from any damage or injury resulting or arising from any other cause or happening whatsoever unless said damage or injury be caused by or be due to the negligence of the Landlord.

13th. IF DEFAULT BE MADE

That if default be made in any of the covenants herein contained, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, re-possess and enjoy. The said Tenant hereby expressly waives the service of any notice in writing of intention to re-enter.

14th. LEASE SHALL NOT BE A LIEN AGAINST PREMISES

That this instrument shall not be a lien against said premises in respect to any mortgages that are now on or that hereafter may be placed against said premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of the lease, irrespective of the date of recording and the Tenant agrees to execute without cost, any such instrument which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instrument shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of canceling this lease without incurring any expenses or damage and the term hereby granted is expressly limited accordingly.

15th. SECURITY DEPOSIT

The Tenant has this day deposited the sum of \$ -----0-----as security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this lease upon the Tenant's part to be performed which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of said terms, covenants and conditions on Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

16th. The security deposited under this lease shall not be mortgaged assigned or encumbered by the Tenant without the written consent of the Landlord.

17th. RIGHTS OF LANDLORD IF TENANT DEFAULTS

It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments or of any and all of their Departments and Bureaus, applicable to said premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt or make an assignment for the benefit of creditors, or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate the lease and the term hereof, on giving to the Tenant five days'

notice in writing of the Landlord's intention so to do, and the lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this lease for the expiration hereof. Such notice may be given by mail to the Tenant addressed to the demised premises.

18th. TENANT SHALL NOT DO ANYTHING TO INCREASE LANDLORD'S FIRE INSURANCE PREMIUM

That the Tenant will not nor will the Tenant permit under tenants or other persons to do anything in said premises, or bring anything into said premises, or permit anything to be brought into said premises or to be kept therein, which will in any way increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on said building, and the Tenant agrees to pay on demand any such increase.

19th. NON-WAIVER

The failure of the Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally.

20th. EMINENT DOMAIN

If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi-public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of said lease. No part of any award shall belong to the Tenant.

21st. ABANDONED PROPERTY

If, after default in payment of rent or violation of any other provision of this lease, or upon the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of lease, or prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the Landlord.

22nd. TENANT LIABLE FOR ENTIRE RENT

In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the reentry of the Landlord under the terms and covenants contained in this lease, or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly

payments the rent that accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay for damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved and the rent collected if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained; and it is mutually agreed between Landlord and Tenant that the respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this lease, the Tenant's use or occupancy of said premises, and/or any claim of injury or damage.

23rd. TENANT WAIVES RIGHTS TO REDEEM

The Tenant waives all rights to redeem under any law of the State of New York.

24th. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental prevention in connection with a National Emergency or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the condition of supply and demand which have been or are affected by war or other emergency.

25th. TENANT'S OBLIGATION FOR RENT SHALL NOT CEASE DUE TO INABILITY OF LANDLORD TO PROVIDE SERVICES OR REPAIRS

No diminution or abatement of rent or other compensation shall be claimed or allowed for inconvenience or discomfort arising from the making of reasonably necessary repairs or improvements to the building or to its appliances, nor for any space taken to comply with any law, ordinance or order of a governmental authority. In respect to the various "services", if any, herein expressly or impliedly agreed to be furnished by the Landlord to the Tenant, it is agreed that there shall be no diminution or abatement of the rent, or any other compensation, for interruption or curtailment of such "service" when such interruption or curtailment shall be due to accident, alterations or repairs desirable or necessary to be made or to inability or difficulty in securing supplies or labor for the maintenance of such "service" or to some other cause, not gross negligence on the part of the Landlord. No such interruption or curtailment of any such "service" shall be deemed a constructive eviction. The Landlord shall not be required to furnish, and the Tenant shall not be entitled to receive, any such "services" during any period wherein the Tenant shall be in default in respect to the payment of rent. Neither shall there be any abatement or diminution of rent because of making of repairs nor improvements or decorations to the demised premises after the date above fixed for the commencement of the term, it being understood that rent shall, in any event, commence to run at such date so above fixed.

26th. AVAILABILITY OF PREMISES FOR POSSESSION BY TENANT

Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that premises are not ready for occupancy or because a prior Tenant or any other person is wrongfully holding over or is in wrongful possession, or for any other reason. The rent shall not commence until possession is given or is available, but the term herein shall not be extended.

27th. SERVICES INCLUDED IN RENT

Rent to include snow removal, taxes, mechanical maintenance, water and sewer. (Tenant responsible for all costs associated with telephone, janitorial services, heat and utilities.)

28th. TENANT SHALL MAINTAIN LIABILITY INSURANCE

As additional rental during the lease term, Tenant shall place and cause to be placed and maintained, for the benefit of the Landlord and Tenant with both to be named as party insured, general public liability insurance; such insurance to provide protection in minimum limits of \$1,000,000.00 of combined single limit for bodily injury or property damage. Each such policy of insurance or certificate thereof shall be promptly deposited with the Landlord. Tenant is also responsible to maintain its' own rental and contents insurance.

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30th. CONDITION OF PREMISES UPON TENANT'S POSSESSION

Premises to be in move-in condition ready, within reason, free of holes and major stains, etc.; Landlord not responsible to paint interior.

31st. CONDITIONS AFFECTING COMMENCEMENT OF TERM

This lease will not commence until all necessary governmental approvals are in place to occupy this building for the stated use.

32nd. ADDITIONAL PARKING

Tenant may at its sole option and cost, seek approval for additional parking. This will not, however in any way affect any terms of this Lease.

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Tenant may only place moveable signs at the walkway in front of the building and at the entrances to the property from Burning Bush Boulevard on days when congregational services are held. Signs on or displayed in windows are prohibited.

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Tenant may place their name or other information on the glass door provided if it meets with code enforcement.

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37th. Tenant agrees to defend, indemnify and hold Landlord harmless against any claims resulting from the acts or omissions of Tenant, its agents, or any Subleases.

38th. Tenant may elect to remain in possession of the property after May 19, 2022 as a month to month tenant for up to twelve (12) consecutive months by giving Landlord notice of Tenant's intent to remain or vacate at least thirty (30) days before the end of the Lease term or before.

And the said Landlord doth covenant that the said Tenant, on paying the said yearly rent, and performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid, provided however, that this covenant shall be conditioned upon the retention of title to the premises by the Landlord.

AND IT IS MUTUALLY UNDERSTOOD AND AGREED that the covenants and agreements contained in the within lease shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.

IN WITNESS WHEREOF, the Landlord and Tenant have duly executed this lease the day and year first above written.

LANDLORD

TENANT

TOWN OF CLIFTON PARK

Fruitful Vine Christian Church

BY: _____

BY: Ernest C. North

THIS AGREEMENT OF LEASE, made this 12th day of April, 2022, between
The Town of Clifton Park, a municipal corporation having its offices at 1 Town Hall Plaza, Clifton
Park, NY 12065, as Landlord

And,

The Fruitful Vine Christian Church

WITNESSETH: The Landlord hereby leases to the Tenant the following premises:

Top floor of the Burning Bush Club House, Burning Bush Blvd,
Town of Clifton Park, New York

for the term of 12 Months to commence from May 20, 2021 and to end on May 19, 2022, to be
used and occupied only for

A Church, Daycare, and their related offices.

1st. RENT

That the Tenant shall pay the annual rent of \$21,600 per year, upon the conditions and covenants
following: said rent to be paid in equal monthly payments in advance on the 1st day of each month
and every month during the term aforesaid, as follows: \$1800 per month.

2nd. CARE and REPAIR

That the Tenant shall take good care of the premises and shall, at the Tenant's own cost and
expense, make all repairs and at the end or other expiration of the term, shall deliver up the demised
premises in good order or condition, damages by the elements expected.

3rd. TENANT SHALL COMPLY WITH REGULATIONS and ORDINANCES

That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders,
regulations and requirements of the Federal, State and Local Governments and of any and all their
Departments and Bureaus applicable to said premises, for the correction, prevention, and
abatement of nuisances or other grievances, in, upon, or connected with said premises during said
term; and shall also promptly comply with and execute all rules, orders and regulations of the New
York Board of Fire Underwriters, or any other similar body, at the Tenant's own cost and expense.

4th. NO ASSIGNMENT OF LEASE WITHOUT WRITTEN CONSENT OF LANDLORD

That the Tenant, successors, heirs, executors or administrators shall not assign this agreement, or

underlet or underlease the premises, or any part thereof or make any alterations to the premises, without the Landlord's consent in writing; or occupy or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under the penalty of damages and forfeiture, and in the event of a breach thereof, the term herein shall immediately cease and be determined at the option of the Landlord as if it were the expiration of the original term.

5th. NOTICE OF ACCIDENT, DAMAGE OR DEFECTIVE CONDITION; RESPONSIBILITIES OF TENANT

Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the premises cannot be used because of fire or other casualty, Tenant is not required to pay rent for the time the premises are unusable. If part of the premises cannot be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the premises is usable. Landlord need only repair the damaged structural parts of the premises. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the fire or other casualty is caused by an act or neglect of Tenant, Tenant's employees or invitees, or at the time of the fire or casualty Tenant is in default in any term of this Lease, then all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

Landlord has the right to demolish or rebuild the building if there is substantial damage by fire or other casualty. Landlord may cancel this lease within 30 days after the substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the premises to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the lease is canceled, Landlord is not required to repair the premises or building. The cancellation does not release Tenant of liability in connection with the fire or casualty. The Section is intended to replace the terms of New York Real Property Law Section 227.

ACCESS TO EXAMINE PREMISES

6th. The said Tenant agrees that the said Landlord and the Landlord's agents and other representatives shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

7th. The Tenant also agrees to permit the Landlord or the Landlord's agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that on and after the sixth month next preceding the expiration of the term hereby granted, the Landlord or the Landlord's agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale", and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

8th. CONDITIONS UNDER WHICH LANDLORD MAY REPOSSESS PREMISES

That if the said premises or any part thereof shall be deserted or become vacant during said term, or if any default be made in the payment of the said rent or any part thereof, or any default be made in the performance of any of the covenants herein contained, the Landlord or representatives may reenter the said premises by force, summary proceedings, or otherwise, and remove all persons there from, without being liable to prosecution therefore, and the Tenant hereby expressly waives the service of any notice in writing of intention to re-enter, and the Tenant shall pay at the same time as the rent becomes payable under the terms hereof a sum equivalent to the rent reserved herein, and the Landlord may rent the premises on behalf of the Tenant, reserving the right to rent the premises for a longer period of time than fixed in the original lease without releasing the original Tenant from any liability, applying any moneys collected, first to the expense of resuming or obtaining possession, second to restoring the premises to a rentable condition, and then to the payment of the rent and all other charges due and to grow due to the Landlord, any surplus to be paid to the Tenant, who shall remain liable for any deficiency.

9th. LIABILITY FOR PLATE GLASS WINDOWS

Landlord may replace, at the expense of Tenant, any and all broken glass in and about the demised premises. Landlord may insure, and keep insured, all plate glass in the demised premises for and in the name of Landlord. Bills for the premiums therefore shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereon shall be deemed to be, and be paid as, additional rental. Damage and injury to the said premises, caused by the carelessness, negligence or improper conduct on the part of the said Tenant or the Tenant's agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

10th. DUTY TO KEEP ENTRANCES AND WALKWAYS FREE OF OBSTRUCTIONS

That the Tenant shall neither encumber nor obstruct the sidewalk in front of, entrance to, or halls and stairs of said premises, nor allow the same to be obstructed or encumbered in any manner.

11th. PLACEMENT OF SIGNS

The Tenant shall neither place, or cause or allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to said premises or any other part of same, except moveable signs for days of service pursuant to paragraph 33.

12th. LANDLORD EXEMPT FROM LIABILITY

That the Landlord is exempt from any and all liability for any damage or injury to person or property cause by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building or from any damage or injury resulting or arising from any other cause or happening whatsoever unless said damage or injury be caused by or be due to the negligence of the Landlord.

13th. IF DEFAULT BE MADE

That if default be made in any of the covenants herein contained, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, re-possess and enjoy. The said Tenant hereby expressly waives the service of any notice in writing of intention to re-enter.

14th. LEASE SHALL NOT BE A LIEN AGAINST PREMISES

That this instrument shall not be a lien against said premises in respect to any mortgages that are now on or that hereafter may be placed against said premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of the lease, irrespective of the date of recording and the Tenant agrees to execute without cost, any such instrument which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instrument shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of canceling this lease without incurring any expenses or damage and the term hereby granted is expressly limited accordingly.

15th. SECURITY DEPOSIT

The Tenant has this day deposited the sum of \$ -----0-----as security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this lease upon the Tenant's part to be performed which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of said terms, covenants and conditions on Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

16th. The security deposited under this lease shall not be mortgaged assigned or encumbered by the Tenant without the written consent of the Landlord.

17th. RIGHTS OF LANDLORD IF TENANT DEFAULTS

It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments or of any and all of their Departments and Bureaus, applicable to said premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt or make an assignment for the benefit of creditors, or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate the lease and the term hereof, on giving to the Tenant five days'

notice in writing of the Landlord's intention so to do, and the lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this lease for the expiration hereof. Such notice may be given by mail to the Tenant addressed to the demised premises.

18th. TENANT SHALL NOT DO ANYTHING TO INCREASE LANDLORD'S FIRE INSURANCE PREMIUM

That the Tenant will not nor will the Tenant permit under tenants or other persons to do anything in said premises, or bring anything into said premises, or permit anything to be brought into said premises or to be kept therein, which will in any way increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on said building, and the Tenant agrees to pay on demand any such increase.

19th. NON-WAIVER

The failure of the Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally.

20th. EMINENT DOMAIN

If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi-public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of said lease. No part of any award shall belong to the Tenant.

21st. ABANDONED PROPERTY

If, after default in payment of rent or violation of any other provision of this lease, or upon the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of lease, or prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the Landlord.

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In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the reentry of the Landlord under the terms and covenants contained in this lease, or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly

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IN WITNESS WHEREOF, the Landlord and Tenant have duly executed this lease the day and year first above written.

LANDLORD

TENANT

TOWN OF CLIFTON PARK

Fruitful Vine Christian Church

BY: _____

BY: Ernest C. N. [Signature]