

TOWN BOARD MEETING AGENDA

December 6, 2023

TOWN BOARD WORKSHOP – Board Room – 6:15 pm

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

COMMUNITY EVENTS:

The “BUY A BRICK” program for the Halfmoon Veterans Walk of Honor at the Halfmoon Veterans Memorial in the Town Park is now accepting orders. Create a lasting tribute for your veteran. For more information please call 371-7410 ext. 2200 or visit our website www.townofhalfmoon-ny.gov.

FARMER’S MARKET: Every Wednesday from 2-5:00 pm in the Town Hall Foyer. Come visit our local farms, crafters, and vendors that will be on hand every week.

Halfmoon Comprehensive Plan Update page is now live at <https://www.planhalfmoon.com/> . Visit the website to find out more about the Halfmoon Comprehensive Plan Update, learn about upcoming meetings, review draft documents, get added to email announcements and to share your own comments about the future of Halfmoon.

AN EVENING WITH MRS. CLAUS – Friday, December 15th from 6 – 7:30 pm at Town Hall. Come join Mrs. Claus for story telling for the kids with milk & cookies.

MARKETPLACE ON CANDY CANE LANE: Saturday, December 16th from 11:00am – 3:00 pm at Town Hall for all of your Holiday Shopping at Halfmoon Town Hall! Sooo many vendors with exciting gift ideas for you!

TOWN MEETINGS:

Town Board Meetings: 1st & 3rd Wednesday of month at 7:00 pm. Pre-meeting at 6:15 pm.

Zoning Board of Appeals: 1st Monday of month at 7:00 pm. Pre-meeting at 6:45 pm

Planning Board Meeting: 2nd & 4th Monday of the month at 7:00pm. Pre-meeting at 6:15pm. (If the Holiday falls on a Monday, the meeting will be held on the next day, Tuesday).

Trails & Open Space Committee: 2024 meeting dates are 1/16, 4/15, 7/15, and 10/21/24.

REPORTS OF BOARD MEMBERS AND TOWN ATTORNEY

Kevin J. Tollisen (Town Supervisor)

Paul Hotaling (Deputy Town Supervisor): (1) Chair of Personnel Committee (2) Ethics Committee, (3) Chair of Infrastructure & Safety (Water, Highway, Building & Maintenance) (4) Co-Chair for Character Counts, (6) Liaison to Comprehensive Plan Update Committee

John Wasielewski (Town Board Member): (1) Liaison to Planning Board, (2) Chair of Committee of Emergency Services and Public Safety, (3) Liaison to Animal Control and related services.

Jeremy Connors (Town Board Member): (1) Liaison to Zoning Board; (2) Chair of Business and Economic Development Committee (3) Chair for Not-for-Profit Organizations, (4) Liaison to Comprehensive Plan Update Committee

Eric Catricala: (1) Co-Liaison to Planning Board, (2) Co-Chair of Business and Economic Development Committee (3) Chair for Parks and Athletic Organizations, (4) Chair for Recreation (5) Co-Chair for Character Counts, (6) Liaison to Trails and Open Space Committee

Lynda Bryan (Town Clerk): (1) Chair of Senior Programs, (2) Chair of Committee on Historical Archives

Dana Cunniff (Receiver of Taxes): Chair of Committee on Resident Relations

Lyn Murphy, Esq., (Town Attorney)

Cathy Drobny, Esq. (Deputy Town Attorney)

PUBLIC COMMENT (for discussion of agenda topics)

DEPARTMENT REPORTS –

1. **Town Clerk** **Total Fees Submitted to the Supervisor - \$7,432.11**

2. **Senior Express**
Total # Rides – 477 Total # Meals – 511

3. **Building Permits**
Total # Permits – 62 Total Fees Submitted to the Supervisor - \$58,231.23

4. **Fire Inspections**

Total # Inspections – 34 Total Fees Submitted to the Supervisor - \$2,700.00

DEPARTMENT MANAGER MONTHLY REPORTS – (Can be viewed at the Town Clerk's Office) Town Clerk, Water Department, Receiver of Taxes, Highway Department

CORRESPONDENCE

1. Received from the Town Planning Board Resolutions approved at the November 27, 2023, meeting.
2. Received from Nancy Morris and the members of the Halfmoon Senior Center a thank you card to Supervisor Tollisen for all of the support that he gives them throughout the year. They are grateful and it is very much appreciated.
3. Received from New York Municipal Insurance Reciprocal (NYMIR), the town's insurance carrier, a letter asking the Highway Superintendent to ensure that battery disconnect switches are installed on all medium to extra heavy town vehicles for insurance renewal.
4. Received from Remeica Vaval of 4081 Retail, LLC, notification of their intent to file an application with the Office of Cannabis Management.
5. Received from the West Crescent Fire District, notification of the Annual Election to be held on December 12, 2023 between the hours of 6:00-9:00 PM at the fire house located at 1440 Crescent Road for the purpose of electing two Fire Commissioners, one for a five (5) year term, commencing January 1, 2024 and ending December 31, 2028, and the other for a three (3) year term, commencing January 1, 2024 and ending December 31, 2026.
6. Received from the Halfmoon Fire District #1 (Hillcrest), notification of the District Election for the year 2023 to be held on December 12, 2023, between the hours of 6:00-9:00 PM at the Hillcrest Fire Department located at 145 Pruyn Hill Road.
7. Received from the Halfmoon-Waterford Fire District #1, notification of the Annual Election to take place on Tuesday, December 12th, 2023, between the hours of 6:00 p.m. and 9:00 p.m. local time at the district fire station located at 315 Middletown Road for the purpose of electing one (1) Fire Commissioner for a five-year term, to commence January 1, 2024, and ending December 31, 2028.
8. Received from the Clifton Park - Halfmoon Fire District #1, notification of the Annual Election to take place on Tuesday, December 12th, 2023, between the hours of 6:00 p.m. and 9:00 p.m. at the fire station located at 38 Old Route 146, Clifton

Park for the purpose of electing one (1) Fire Commissioner for a five-year term, to commence January 1, 2024, and ending December 31, 2029.

9. Received from the Capital District Southern Saratoga YMCA, their 2024-2025 Budget.

NEW BUSINESS

319. Resolution to approve minutes of Town Board Meeting of November 15, 2023, as presented.

Resolution Introduced by Town Clerk Bryan

320. Resolution that the Town Board of the Town of Halfmoon hereby agrees to enter into an agreement with Bellamy Construction for the construction and installation of a water main on NYS Route 9 in the not to exceed amount of \$195,305.00 and authorizes the Supervisor to execute any and all necessary documents to proceed with this project, subject to the review and approval of the Town Attorney.

Resolution Introduced by Director of Water Tironi

321. Resolution that the Town Board of the Town of Halfmoon hereby agrees to enter into an agreement with Bellamy Construction for the construction and installation of a water main on NYS Route 236 in the not to exceed amount of \$231,105.00 and authorizes the Supervisor to execute any and all necessary documents to proceed with this project, subject to the review and approval of the Town Attorney.

Resolution Introduced by Director of Water Tironi

322. Resolution that the Town Board of the Town of Halfmoon hereby agrees to enter into an agreement with Bellamy Construction for the construction and installation of a water main on Northern Sites Drive in the not to exceed amount of \$289,905.00 and authorizes the Supervisor to execute any and all necessary documents to proceed with this project, subject to the review and approval of the Town Attorney.

Resolution Introduced by Director of Water Tironi

323. Resolution that the Supervisor is hereby authorized to sign Change Order #1 to decrease the cost of the Brigantine Drive Water Main Replacement project by \$18,704.00 as prepared and recommended by M.J. Engineering and Land Surveying, PC, the engineers for this project, for a total cost of \$263,996.00, subject to the review and approval of the Town Attorney.

Resolution Introduced by Director of Water Tironi

324. Resolution that the Supervisor is hereby authorized to sign Change Order #1 to decrease the cost of the Button Road, Lower Newtown Road, and Hayner Road Water Main Extension Project by \$63,045.10 as prepared and recommended by the engineers for this Project, for a total cost of \$2,232,686.90, subject to the review and approval of the Town Attorney.

Resolution Introduced by Director of Water Tironi

325. Resolution authorizing the Supervisor to enter into an agreement with MJ Engineering and Land Surveying, P.C. to provide professional services for completion of the 2023 TAP/CMAQ application regarding the I-87 Northway, Exit 8A and Grooms Road Capacity/Safety Analysis and Intersection Improvement Project in accordance with the proposal submitted by MJ Engineering dated November 17, 2023, in the not to exceed amount of \$18,000.00 and to authorize the Supervisor to sign the agreement and any documentation necessary to complete the work, subject to the review and approval of the Town Attorney.

Resolution Introduced by Highway Superintendent Bryans

326. Resolution that the Town Board hereby schedules a Public Hearing for the December 20, 2023, Town Board meeting, in the A. James Bold Room, at 7:00 p.m. or as soon thereafter as their agenda allows, to discuss authorizing a Local Law modifying the Design and Construction Standards as detailed in the Town of Halfmoon Roadway and Infrastructure Dedication Procedures, subject to the review and approval of the Town Attorney.

Resolution Introduced by Building & Planning Development Coordinator Harris

327. Resolution that the Town Board authorizes the Supervisor to enter into an Agreement with MaintainX, Inc. to provide computerized maintenance and management software in the not to exceed amount of \$2,116.80 annually and to authorize the Supervisor to execute any documents necessary to effectuate the Agreement, subject to the review and approval of the Town Attorney.

Resolution Introduced by Personal Computer Technician Mikol

328. Resolution that the Town Board authorizes the Supervisor to sign Change Order #2 for the previously awarded plumbing contract to John W. Danforth Company for the Halfmoon Highway Garage Improvements decreasing the cost of the project by \$8,925.14, as recommended by C. T. Male, engineers for the project, subject to the review and approval of the Town Attorney.

Resolution Introduced by Highway Superintendent Bryans

329. Resolution that the Town Board authorizes the Supervisor to sign Change Order #2 for the previously awarded heating and cooling contract to John W. Danforth Company for the Halfmoon Highway Garage Improvements decreasing the cost of the project by \$12,196.03, as recommended by C. T. Male, engineers for the project, subject to the review and approval of the Town Attorney.

Resolution Introduced by Highway Superintendent Bryans

330. **Resolution** that the Town Board authorizes the Supervisor to enter into an Agreement with Bruce Tanski Construction and Development to provide potable water to the Tabor Road Flex Park and to authorize the Supervisor to execute any documents to effectuate the Agreement, subject to the review and approval of the Town Attorney.

Resolution Introduced by Director of Water Tironi

331. **Resolution** that the Town Board authorizes the Town Supervisor of the Town of Halfmoon to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the Town Board with the New York State Department of Transportation in connection with the advancement or approval of the Intersection Improvements at NYS 236 and Guideboard Road Project and that a certified copy of this resolution be filed with the New York State Commissioner of Transportation. This Resolution shall take effect immediately, subject to the review and approval of the Town Attorney.

Resolution Introduced by Building & Planning Development Coordinator Harris

332. **Resolution** authorizing the Supervisor to enter into an agreement with MJ Engineering and Land Surveying, P.C. to provide engineering and surveying services as the Town Designated Engineer pursuant to the review of the proposals submitted in response to the Town of Halfmoon's request for proposals for the Town Designated Engineer and to authorize the Supervisor to sign the agreement and any documentation necessary to complete the work, subject to the review and approval of the Town Attorney.

Resolution Introduced by Building & Planning Development Coordinator Harris

333. **Resolution** authorizing the Supervisor to enter into an agreement with Barton & Loguidice to provide engineering and surveying services as the Town Designated Engineer in instances where MJ Engineering and Land Surveying, P.C. has a conflict which prohibits them from representing the Town, pursuant to the review of the proposals submitted in response to the Town of Halfmoon request for proposals for the Town Designated Engineer and to authorize the Supervisor to sign the agreement and any documentation necessary to complete the work, subject to the review and approval of the Town Attorney.

Resolution Introduced by Building & Planning Development Coordinator Harris

334. **Resolution** authorizing the Supervisor to enter into an agreement with Barton & Loguidice to provide professional services for the completion of the Glen Meadows Trails Assessment in accordance with the proposal submitted by Barton & Loguidice dated November 21, 2023, in the not to exceed amount of \$8,000.00 and to authorize the Supervisor to sign the agreement and any documentation necessary to complete the work, subject to the review and approval of the Town Attorney.

Resolution Introduced by Building & Planning Development Coordinator Harris

335. Resolution, amending resolution 311-2023 from referring to change order #5 to change order #6 with no monetary changes, subject to the review and approval of the Town Attorney.

Resolution Introduced by Superintendent of Buildings and Grounds Maiello

336. Resolution that the Town Board authorizes the Supervisor to sign Change Order #5 to increase the payment due to Gallo Construction Corp. by \$11,550.00 representing the expenses incurred for painting the underside of the cement board ceiling, under tresses, and cement board gable ends, for the Outdoor Recreation Pavilion subject to the review and approval of the Town Attorney.

Resolution Introduced by Superintendent of Buildings and Grounds Maiello

337. Resolution that the Town Board authorizes the Supervisor to sign Change Order #4 to decrease the cost of the Halfmoon Highway Garage Improvement project by \$100,000.00, as recommended by CT Male & Associates, engineers of the project, subject to the review and approval of the Town Attorney.

Resolution Introduced by Highway Superintendent Bryans

PUBLIC COMMENT (for discussion of non-agenda items)

ADJOURN

NYS Route 9 Water Main Connection
Town of Halfmoon
Saratoga County, New York

AGREEMENT

THIS AGREEMENT is dated as of the 1st day of November in the year 2023 by and between the Town of Halfmoon (hereinafter called OWNER) and Bellamy Construction Company, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Provide all labor, materials, tools, equipment, and other means necessary and incidental to completion of work shown on Plans and contained in the specifications, including, but not limited to, the following:

- Furnish all labor, materials, machinery, tools, equipment, and other means of construction necessary for, and incidental to, the horizontal directional drill installation of approximately 460 linear feet of 8-inch diameter high density polyethylene water main on NYS Route 9. The work shall include, but not be limited to, the installation of the new water main and associated fittings, connections to the existing water system, and the hydrostatic testing and disinfection of the water main.
- Asphalt removal to facilitate installation of the proposed water main and appurtenances.
- Site restoration including topsoil, seeding, asphalt pavement, and driveway repairs.
- Work zone traffic control.

ARTICLE 2 - ENGINEER

The Project has been designed by M.J Engineering and Land Surveying, P.C. who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIMES

3.1 The Work will be substantially completed on or before May 31, 2024 and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before June 28, 2024.

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring of such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER eight hundred dollars (\$800.00) for each day that expires

after the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by the OWNER, CONTRACTOR shall pay OWNER eight hundred dollars (\$800.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 below:

4.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item as indicated on the Bid Summary Form.

Total Bid of All Unit Prices:

One-hundred ninety-five thousand three hundred five dollars (\$195,305.00)
(use words) (use figures)

As provided in paragraph 11.9 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed in paragraph 11.9 of the General Conditions.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Application for Payment in accordance with Article 14 of the General Conditions; Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 *Progress Payments; Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (an in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial completion payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

95% of Work completed (with the balance being retainage).

95% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions. If Work has been 50% completed as determined by ENGINEER,

after the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by the OWNER, CONTRACTOR shall pay OWNER eight hundred dollars (\$800.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

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OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 below:

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(use words)	(use figures)

As provided in paragraph 11.9 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed in paragraph 11.9 of the General Conditions.

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95% of Work completed (with the balance being retainage)

95% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions. If Work has been 50% completed as determined by ENGINEER,

and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

5.2 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

ARTICLE 6 - INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions, and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement.
- 8.2 Performance, Payment, and other Bonds.
- 8.3 Notice to Proceed.
- 8.4 General Conditions.
- 8.5 Supplementary Conditions.
- 8.6 Specifications.
- 8.7 Drawings with each sheet bearing the following general title: Town of Halfmoon, NYS Route 9 Water Main Connection.
- 8.8 CONTRACTOR's Bid.
- 8.9 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 8.10 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions. The documents listed in paragraph 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.4 Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER, and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed, Initialed or Identified by OWNER, and CONTRACTOR, or identified by ENGINEER on their behalf.

This Agreement will be effective on November 1, 2023 (which is the Effective Date of the Agreement).

OWNER _____

CONTRACTOR Bellamy Construction Company, Inc.

By: _____

By: [Signature]

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest [Signature]

Address for giving notices: _____

Address for giving notices: _____

6684 Amsterdam Road

Scotia, NY 12302

(If OWNER is a public body, attached evidence of authority to sign and resolution or other documents authorizing execution of Agreement).

License No. N/A

Agent for services of process: _____

(If CONTRACTOR is a corporation, attach evidence of authority to sign).

NYS Route 9 Water Main Connection

Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
<i>BID ITEMS FROM CONTRACT 2 - Bulton Road, Laver Newtown Road, and Flayner Road Water Main Extensions</i>					
1A	Mobilization, Demobilization, and General Conditions	0.65	LS	\$85,000.00	\$55,250.00
2A	Work Zone Traffic Control	1	LS	\$55,000.00	\$55,000.00
3A	Stormwater and Erosion Control	0.34	LS	\$15,000.00	\$5,100.00
6B	8" DR11 HDPE	460	LF	\$68.00	\$31,280.00
7A	Unclassified Excavation	162500	CY	\$0.01	\$1,625.00
9A	Pipe Zone bedding and Backfill	55000	CY	\$0.01	\$550.00
9B	Select Trench Backfill, Imported (beneath paved area)	93000	CY	\$0.01	\$930.00
10D	8" DR11 HDPE 45 Deg. Bend	2	EA	\$750.00	\$1,500.00
12A	Concrete Thrust Collar	2	EA	\$3,500.00	\$7,000.00
14B	8" Gate Valve (installation only)	1	EA	\$450.00	\$450.00
20A	Topsoil and Seeding	17000	SY	\$0.01	\$170.00
21A	Water Main Activation	1	LS	\$20,250.00	\$20,250.00
22A	Utility Locating-ASCE Quality Level A	2	EA	\$100.00	\$200.00
23A	Record Documentation	1	LS	\$4,000.00	\$4,000.00
24	Contingency Allowance	0.16	LS	\$75,000.00	\$12,000.00
TOTAL					\$195,305.00

Corporate Resolution of Signing Authority

WHEREAS, the Corporation is determined to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to authorize and empower the following individual to make, execute, endorse and deliver in the name of and on behalf of the corporation, but shall not be limited to, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by this Corporation.

Name: Tanya Bellamy

Position/Title: President

Signature: Tanya Bellamy

The undersigned certifies that he/she is the properly elected and qualified Secretary of the books, records and seal of Bellamy Construction Company, Inc., a corporation duly conformed pursuant to the laws of the state of New York, and that said meeting was held in accordance with state law and with the Bylaws of the above-named corporation.

This resolution has been approved by the Board of Directors of Bellamy Construction Company, Inc. on January 1st, 2020.

I, as authorized by the Company, hereby certify and attest that all the information above is true and correct.

Brian Bellamy
Name: Brian Bellamy
Secretary

NYS Route 9 Water Main Connection

Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
<i>BID ITEMS FROM CONTRACT 2 - Butler Road, Lower Newtown Road, and Haymer Road Water Main Extensions</i>					
1A	Mobilization, Demobilization, and General Conditions	0.65	LS	\$85,000.00	\$55,250.00
2A	Work Zone Traffic Control	1	LS	\$55,000.00	\$55,000.00
3A	Stormwater and Erosion Control	0.34	LS	\$15,000.00	\$5,100.00
6B	8" DRII HDPE	460	LB	\$68.00	\$31,280.00
7A	Unclassified Excavation	162500	OY	\$0.01	\$1,625.00
9A	Pipe Zone bedding and Backfill	55000	CY	\$0.01	\$550.00
9B	Select Trench Backfill, Imported (beneath paved area)	93000	CY	\$0.01	\$930.00
10D	8" DRII HDPE 45 Deg. Bend	2	EA	\$750.00	\$1,500.00
12A	Concrete Thrust Collar	2	EA	\$3,500.00	\$7,000.00
14B	8" Gate Valve (installation only)	1	EA	\$450.00	\$450.00
20A	Topsoil and Seeding	17000	SY	\$0.01	\$170.00
21A	Water Main Activation	1	LS	\$20,250.00	\$20,250.00
22A	Utility Locating-ASCE Quality Level A	2	EA	\$100.00	\$200.00
23A	Record Documentation	1	LS	\$4,000.00	\$4,000.00
24	Contingency Allowance	0.16	LS	\$75,000.00	\$12,000.00
TOTAL					\$195,305.00

DRAFT

NYS Route 9 Water Main Connection
Town of Halfmoon
Saratoga County, New York

AGREEMENT

THIS AGREEMENT is dated as of the 1st day of November in the year 2023 by and between the Town of Halfmoon (hereinafter called OWNER) and Bellamy Construction Company, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Provide all labor, materials, tools, equipment, and other means necessary and incidental to completion of work shown on Plans and contained in the specifications, including but not limited to, the following:

- Furnish all labor, materials, machinery, tools, equipment, and other means of construction necessary for, and incidental to, the horizontal directional drill installation of approximately 460 linear feet of 8-inch diameter high density polyethylene water main on NYS Route 9. The work shall include, but not be limited to, the installation of the new water main and associated fittings, connections to the existing water system, and the hydrostatic testing and disinfection of the water main.
- Asphalt removal to facilitate installation of the proposed water main and appurtenances.
- Site restoration including topsoil, seeding, asphalt pavement, and driveway repairs.
- Work zone traffic control.

ARTICLE 2 - ENGINEER

The Project has been designed by M.J Engineering and Land Surveying, P.C. who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIMES

3.1 The Work will be substantially completed on or before May 31, 2024 and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before June 28, 2024.

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring of such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER eight hundred dollars (\$800.00) for each day that expires

NYS Route 236 Water Main Connection
Town of Halfmoon
Saratoga County, New York

AGREEMENT

THIS AGREEMENT is dated as of the 1st day of November in the year 2023 by and between the Town of Halfmoon (hereinafter called OWNER) and Bellamy Construction Company, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Provide all labor, materials, tools, equipment, and other means necessary and incidental to completion of work shown on Plans and contained in the specifications, including, but not limited to, the following:

- Furnish all labor, materials, machinery, tools, equipment, and other means of construction necessary for, and incidental to, the horizontal directional drill installation of approximately 600 linear feet of 8-inch diameter high density polyethylene water main on NYS Route 236. The work shall include, but not be limited to, the installation of the new water main and associated fittings, connections to the existing water system, and the hydrostatic testing and disinfection of the water main.
- Asphalt removal to facilitate installation of the proposed water main and appurtenances.
- Site restoration including topsoil, seeding, asphalt pavement, and driveway repairs.
- Work zone traffic control.

ARTICLE 2 – ENGINEER

The Project has been designed by M.J Engineering and Land Surveying, P.C. who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIMES

3.1 The Work will be substantially completed on or before May 31, 2024 and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before June 28, 2024.

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring of such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER eight hundred dollars (\$800.00) for each day that expires

after the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by the OWNER, CONTRACTOR shall pay OWNER eight hundred dollars (\$800.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 below:

4.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item as indicated on the Bid Summary Form.

Total Bid of All Unit Prices:

Two-hundred thirty-one thousand one hundred five dollars (\$231,105.00)
(use words) (use figures)

As provided in paragraph 11.9 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed in paragraph 11.9 of the General Conditions.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Application for Payment in accordance with Article 14 of the General Conditions, Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 *Progress Payments, Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (an in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial completion payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

95% of Work completed (with the balance being retainage).

95% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions. If Work has been 50% completed as determined by ENGINEER,

and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

5.2 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

ARTICLE 6 – INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions, and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement.
- 8.2 Performance, Payment, and other Bonds.
- 8.3 Notice to Proceed.
- 8.4 General Conditions.
- 8.5 Supplementary Conditions.
- 8.6 Specifications.
- 8.7 Drawings with each sheet bearing the following general title: Town of Halfmoon, NYS Route 236 Water Main Connection.
- 8.8 CONTRACTOR's Bid.
- 8.9 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 8.10 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions. The documents listed in paragraph 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above). There are not Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.4 Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER, and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER, and CONTRACTOR, or identified by ENGINEER on their behalf.

This Agreement will be effective on November 1, 2023 (which is the Effective Date of the Agreement).

OWNER _____

CONTRACTOR Bellamy Construction Company, Inc.

By: _____

By: [Signature]

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest [Signature]

Address for giving notices:

Address for giving notices:

6684 Amsterdam Road
Scotia, NY 12302

(If OWNER is a public body, attached evidence of authority to sign and resolution or other documents authorizing execution of Agreement).

License No. N/A

Agent for services of process: _____

(If CONTRACTOR is a corporation, attach evidence of authority to sign).

NYS Route 236 Water Main Connection

Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
BID ITEMS FROM CONTRACT 2 - Buiton Road, Lower Newtown Road, and Hayner Road Water Main Extensions					
1A	Mobilization, Demobilization, and General Conditions	0.92	LS	\$85,000.00	\$78,200.00
2A	Work Zones Traffic Control	1	LS	\$55,000.00	\$55,000.00
3A	Stormwater and Erosion Control	0.2	LS	\$15,000.00	\$3,000.00
4A	Asphalt Pavement Removal	45000	CY	\$0.01	\$450.00
6B	8" DR11 HDPE	600	LF	\$68.00	\$40,800.00
7A	Unclassified Excavation	97500	CY	\$0.01	\$975.00
9A	Pipe Zone bedding and Backfill	27500	CY	\$0.01	\$275.00
9B	Select Trench Backfill, Imported (beneath paved area)	62000	CY	\$0.01	\$620.00
10D	8" DR11 HDPE 45 Deg. Bend	2	EA	\$750.00	\$1,500.00
12A	Concrete Thrust Collar	2	EA	\$3,500.00	\$7,000.00
14B	8" Gate Valve (installation only)	2	EA	\$450.00	\$900.00
16A	Subbase Course	15000	CY	\$0.01	\$150.00
17A	Asphalt Replacement	266000	TON	\$0.01	\$2,660.00
20A	Topsoil and Seeding	12500	SY	\$0.01	\$125.00
21A	Water Main Activation	1	LS	\$20,250.00	\$20,250.00
22A	Utility Locating-ASCE Quality Level A	2	EA	\$100.00	\$200.00
23A	Record Documentation	1	LS	\$4,000.00	\$4,000.00
24	Contingency Allowance	0.2	LS	\$75,000.00	\$15,000.00
TOTAL					\$231,185.00

Corporate Resolution of Signing Authority

WHEREAS, the Corporation is determined to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to authorize and empower the following individual to make, execute, endorse and deliver in the name of and on behalf of the corporation, but shall not be limited to, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by this Corporation.

Name: Tanya Bellamy

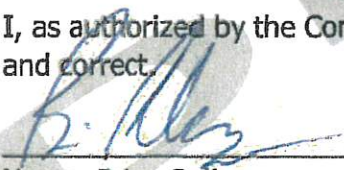
Position/Title: President

Signature:  _____

The undersigned certifies that he/she is the properly elected and qualified Secretary of the books, records and seal of Bellamy Construction Company, Inc., a corporation duly conformed pursuant to the laws of the state of New York, and that said meeting was held in accordance with state law and with the Bylaws of the above-named corporation.

This resolution has been approved by the Board of Directors of Bellamy Construction Company, Inc. on January 1st, 2020.

I, as authorized by the Company, hereby certify and attest that all the information above is true and correct.



Name: Brian Bellamy
Secretary

#322

Northern Sites Drive Water Main Extension
Town of Halfmoon
Saratoga County, New York

AGREEMENT

THIS AGREEMENT is dated as of the 1st day of November in the year 2023 by and between the Town of Halfmoon (hereinafter called OWNER) and Bellamy Construction Company, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Provide all labor, materials, tools, equipment, and other means necessary and incidental to completion of work shown on Plans and contained in the specifications, including, but not limited to, the following:

- Furnish all labor, materials, machinery, tools, equipment, and other means of construction necessary for, and incidental to, the horizontal directional drill installation of approximately 1,065 linear feet of 8-inch diameter high density polyethylene water main on Northern Sites Drive. The work shall include, but not be limited to, the installation of the new water main and associated fittings, water service installation, connection to the existing water system, and the hydrostatic testing and disinfection of the water main.
- Asphalt removal to facilitate installation of the proposed water main and appurtenances.
- Site restoration including topsoil, seeding, asphalt pavement, and driveway repairs.
- Work zone traffic control.

ARTICLE 2 - ENGINEER

The Project has been designed by M.J Engineering and Land Surveying, P.C. who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIMES

3.1 The Work will be substantially completed on or before May 31, 2024 and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before June 28, 2024.

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring of such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER eight hundred dollars (\$800.00) for each day that expires

after the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by the OWNER, CONTRACTOR shall pay OWNER eight hundred dollars (\$800.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 below:

4.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item as indicated on the Bid Summary Form.

Total Bid of All Unit Prices:

<u>Two-hundred eighty-nine thousand nine hundred five dollars</u>	<u>(\$289,905.00)</u>
(use words)	(use figures)

As provided in paragraph 11.9 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed in paragraph 11.9 of the General Conditions.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Application for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 *Progress Payments; Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (an in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial completion payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

95% of Work completed (with the balance being retainage).

95% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions. If Work has been 50% completed as determined by ENGINEER,

and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

5.2 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

ARTICLE 6 - INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions, and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement.
- 8.2 Performance, Payment, and other Bonds.
- 8.3 Notice to Proceed.
- 8.4 General Conditions.
- 8.5 Supplementary Conditions.
- 8.6 Specifications.
- 8.7 Drawings with each sheet bearing the following general title: Town of Halfmoon, Northern Sites Drive Water Main Extension.
- 8.8 CONTRACTOR's Bid.
- 8.9 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 8.10 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions. The documents listed in paragraph 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above). There are not Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.4 Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER, and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER, and CONTRACTOR, or identified by ENGINEER on their behalf.

This Agreement will be effective on November 1, 2023 (which is the Effective Date of the Agreement).

OWNER _____

CONTRACTOR Bellamy Construction Company, Inc.

By _____

By [Signature]

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest [Signature]

Address for giving notices:

Address for giving notices:

6684 Amsterdam Road

Scotia, NY 12302

(If OWNER is a public body, attached evidence of authority to sign and resolution or other documents authorizing execution of Agreement).

License No. N/A

Agent for services of process: _____

(If CONTRACTOR is a corporation, attach evidence of authority to sign).

Northern Sites Drive Water Main Extension

Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
BID ITEMS FROM CONTRACT 2 - Burton Road, Lower Newtown Road, and Hayner Road Water Main Extensions					
1A	Mobilization, Demobilization, and General Conditions	0.84	LS	\$85,000.00	\$71,400.00
2A	Work Zone Traffic Control	1	LS	\$55,000.00	\$55,000.00
3A	Stormwater and Erosion Control	0.25	LS	\$15,000.00	\$3,750.00
4A	Asphalt Pavement Removal	90000	CY	\$0.01	\$900.00
6B	8" DR II HDPE	1065	LF	\$68.00	\$72,420.00
7A	Unclassified Excavation	195000	CY	\$0.01	\$1,950.00
9A	Pipe Zone bedding and Backfill	55000	CY	\$0.01	\$550.00
9B	Select Trench Backfill, Imported (beneath paved area)	93000	CY	\$0.01	\$930.00
12A	Concrete Thrust Collar	1	EA	\$3,500.00	\$3,500.00
13A	Hydrant and Valve Assembly	2	EA	\$3,500.00	\$7,000.00
15A	1" Water Service (same side)	2	EA	\$2,400.00	\$4,800.00
15B	1" Water Service (opposite side)	4	EA	\$4,500.00	\$18,000.00
16A	Subbase Course	22500	CY	\$0.01	\$225.00
17A	Asphalt Replacement	300000	TON	\$0.01	\$3,000.00
20A	Topsoil and Seeding	63000	SY	\$0.01	\$630.00
21A	Water Main Activation	1	LS	\$20,250.00	\$20,250.00
22A	Utility Locating-ASCE Quality Level A	6	EA	\$100.00	\$600.00
23A	Record Documentation	1	LS	\$4,000.00	\$4,000.00
24	Contingency Allowance	0.28	LS	\$75,000.00	\$21,000.00
TOTAL					\$289,905.00

Corporate Resolution of Signing Authority

WHEREAS, the Corporation is determined to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to authorize and empower the following Individual to make, execute, endorse and deliver in the name of and on behalf of the corporation, but shall not be limited to, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by this Corporation.

Name: Tanya Bellamy

Position/Title: President

Signature: 

The undersigned certifies that he/she is the properly elected and qualified Secretary of the books, records and seal of Bellamy Construction Company, Inc., a corporation duly conformed pursuant to the laws of the state of New York, and that said meeting was held in accordance with state law and with the Bylaws of the above-named corporation.

This resolution has been approved by the Board of Directors of Bellamy Construction Company, Inc. on January 1st, 2020.

I, as authorized by the Company, hereby certify and attest that all the information above is true and correct.


Name: Brian Bellamy
Secretary

322

CHANGE ORDER NO.: 1

Owner: Town of Halfmoon
 Engineer: MJ Engineering and Land Surveying, P.C.
 Contractor: Bellamy Construction Co., Inc.
 Project: Brigantine Drive Water Main Replacement
 Contract Name:
 Date Issued: November 3, 2023 Effective Date of Change Order: November 3, 2023

Owner's Project No.:
 Engineer's Project No.: 964.71
 Contractor's Project No.: 23-0082

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

Description:

See attached Final Payment Summary dated 11/3/23

Attachments:

Final Payment Summary dated 11/3/23

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 282,700.00	Original Contract Times: Substantial Completion: October 31, 2023 Ready for final payment: November 30, 2023
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1: \$ N/A	[Increase] [Decrease] from previously approved Change Orders No.1 to No. 1: Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: \$ 282,700.00	Contract Times prior to this Change Order: Substantial Completion: October 31, 2023 Ready for final payment: November 30, 2023
[Increase] [Decrease] this Change Order: \$ 18,704.00	[Increase] [Decrease] this Change Order: Substantial Completion: N/A Ready for final payment: N/A
Contract Price incorporating this Change Order: \$ 263,996.00	Contract Times with all approved Change Orders: Substantial Completion: October 31, 2023 Ready for final payment: November 30, 2023

Recommended by Engineer

By: Bruna Fobzanski
 Title: Design Engineer
 Date: November 3, 2023

Accepted by Contractor

Anna Bellamy
 Title: President
 Date: 11/6/2023

Authorized by Owner

By: _____
 Title: _____
 Date: _____

Approved by Funding Agency (if applicable)

N/A
 N/A
 N/A

324

CHANGE ORDER NO.: 1

Owner: Town of Halfmoon Owner's Project No.: 2 - GC
 Engineer: MJ Engineering and Land Surveying, P.C. Engineer's Project No.: 964.26
 Contractor: Bellamy Construction Co., Inc. Contractor's Project No.: 22-0146
 Project: Button Road, Lower Newtown Road, and Hayner Road Water Main Extension
 Contract Name: 2 - General Construction
 Date Issued: November 3, 2023 Effective Date of Change Order: November 3, 2023

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

Description:

See attached Final Payment Summary dated 11/3/23

Attachments:

Final Payment Summary dated 11/3/23

Change In Contract Price	Change In Contract Times
Original Contract Price: \$ 2,295,732.00	Original Contract Times: Substantial Completion: October 31, 2023 Ready for final payment: November 30, 2023
[[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1: \$ N/A	[[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1: Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: \$ 2,295,732.00	Contract Times prior to this Change Order: Substantial Completion: October 31, 2023 Ready for final payment: November 30, 2023
[[Increase] [Decrease] this Change Order: \$ 63,045.10	[[Increase] [Decrease] this Change Order: Substantial Completion: N/A Ready for final payment: N/A
Contract Price incorporating this Change Order: \$ 2,232,686.90	Contract Times with all approved Change Orders: Substantial Completion: October 31, 2023 Ready for final payment: November 30, 2023

Recommended by Engineer
 By: *Brian Fitzgerald*
 Title: Design Engineer
 Date: November 3, 2023

Accepted by Contractor
Marc Bellamy
 President
 11.13.2023

Authorized by Owner
 By:
 Title:
 Date:

Approved by Funding Agency (If applicable)
 N/A
 N/A
 N/A

Owner's Contract No. 2 - General Construction
 Engineer's Project No. M1564-26
 Contractor's Project No. 22-0146

Final Payment Summary
 Town of Halfton

Date: 11/3/23

Butter Road, Lower Newtown Road, Hayner Road Water Main Extensions

Bid Item No.	Description	Bid Item Quantity	Unit	Unit Price	Total Value (\$)	Final Quantity	Quantity % Complete	Project Final Cost	Quantity Remaining	Cost Remaining	Overrun/Underrun
1A	Mobilization, Demolition, and General Conditions	1	LS	\$85,000.00	\$85,000.00	1	100%	\$85,000.00	0	\$0.00	UNDER RUN
2A	Work Zone Traffic Control	1	LS	\$55,000.00	\$55,000.00	1	100%	\$55,000.00	0	\$0.00	UNDER RUN
3A	Stormwater and Erosion Control	1	LS	\$15,000.00	\$15,000.00	1	100%	\$15,000.00	0	\$0.00	UNDER RUN
4A	Asphalt Pavement Removal	850	CY	\$0.01	\$8.50	850	100%	\$8.50	0	\$0.00	UNDER RUN
5A	Tree Removal	2	EA	\$100.00	\$200.00	0	0%	\$0.00	2	\$200.00	UNDER RUN
6A	12" DR9 HDPE	13500	LF	\$100.00	\$1,350,000.00	13335	99%	\$1,333,500.00	165	\$16,500.00	UNDER RUN
7A	6" DR11 HDPE	2500	LF	\$68.00	\$170,000.00	2465	99%	\$167,620.00	35	\$2,380.00	UNDER RUN
8A	Unclassified Excavation	17000	CY	\$0.01	\$170.00	17000	100%	\$170.00	0	\$0.00	UNDER RUN
9A	Connection to Existing 12" DIP Water Main along Hayner Road	1	LS	\$7,500.00	\$7,500.00	1	100%	\$7,500.00	0	\$0.00	UNDER RUN
10A	Construction to Existing 12" DR11 HDPE Water Main at NY's Route 236	1	LS	\$10,700.00	\$10,700.00	1	100%	\$10,700.00	0	\$0.00	UNDER RUN
11A	Connection to Existing 8" DIP Water Main at Hayner Rd and Burton Rd	1	LS	\$10,700.00	\$10,700.00	1	100%	\$10,700.00	0	\$0.00	UNDER RUN
12A	Connection to Existing 24" DIP Water Main at Old Chappin Trail on Lower Newtown	1	LS	\$15,000.00	\$15,000.00	1	100%	\$15,000.00	0	\$0.00	UNDER RUN
13A	Connection to Existing 10" DR 11 HDPE Water Main at Burton Rd	1	LS	\$7,500.00	\$7,500.00	1	100%	\$7,500.00	0	\$0.00	UNDER RUN
14A	Final Zone bedding and Backfill	5200	CY	\$0.01	\$52.00	5200	100%	\$52.00	0	\$0.00	UNDER RUN
15A	Select French Backfill (Imported (beams) gravel area)	3000	CY	\$0.01	\$30.00	3000	100%	\$30.00	0	\$0.00	UNDER RUN
16A	Select French Backfill (Imported (beams) non-paved areas)	8000	CY	\$0.01	\$80.00	8000	100%	\$80.00	0	\$0.00	UNDER RUN
17A	Final French Backfill (beams) non-paved areas)	1000	CY	\$0.01	\$10.00	1000	100%	\$10.00	0	\$0.00	UNDER RUN
18A	12" DR9 HDPE Reducer	2	EA	\$750.00	\$1,500.00	1	50%	\$750.00	1	\$750.00	UNDER RUN
19A	12" X 10" DR 9 HDPE Reducer	2	EA	\$750.00	\$1,500.00	1	50%	\$750.00	1	\$750.00	UNDER RUN
20A	8" DR11 HDPE 22.5 Deg. Bend	3	EA	\$750.00	\$2,250.00	1	33%	\$750.00	2	\$1,500.00	UNDER RUN
21A	12" DR11 HDPE 45 Deg. Bend	3	EA	\$750.00	\$2,250.00	0	0%	\$0.00	3	\$2,250.00	UNDER RUN
22A	12" DR10 HDPE 22.5 Deg. Bend	3	EA	\$750.00	\$2,250.00	0	0%	\$0.00	3	\$2,250.00	UNDER RUN
23A	12" DR10 HDPE 45 Deg. Bend	3	EA	\$750.00	\$2,250.00	0	0%	\$0.00	3	\$2,250.00	UNDER RUN
24A	12" French Drain	25	EA	\$18.00	\$450.00	0	0%	\$0.00	25	\$450.00	UNDER RUN
25A	Concrete Throat Collar	2	EA	\$3,500.00	\$7,000.00	2	100%	\$7,000.00	0	\$0.00	OVER RUN
26A	Structural Valve Assembly	2	EA	\$3,500.00	\$7,000.00	2	100%	\$7,000.00	0	\$0.00	OVER RUN
27A	12" Gate Valve (Installation only)	16	EA	\$650.00	\$10,400.00	16	88%	\$9,100.00	2	\$1,300.00	UNDER RUN
28A	8" Gate Valve (Installation only)	2	EA	\$450.00	\$900.00	2	100%	\$900.00	0	\$0.00	OVER RUN
29A	11" Water Service (same side)	23	EA	\$2,400.00	\$55,200.00	26	113%	\$62,400.00	-3	\$7,200.00	OVER RUN
30A	11" Water Service (opposite side)	25	EA	\$4,500.00	\$112,500.00	25	100%	\$112,500.00	0	\$0.00	UNDER RUN
31A	Subsoil Course	1200	CY	\$0.01	\$12.00	1200	100%	\$12.00	0	\$0.00	UNDER RUN
32A	Asphalt Rehabilitation	28	TON	\$0.01	\$28.00	28	100%	\$28.00	0	\$0.00	UNDER RUN
33A	Asphalt Diversion, Replacement (binder and top)	28	TON	\$1.00	\$28.00	28	100%	\$28.00	0	\$0.00	UNDER RUN
34A	Pre-paved Pavement Reducing Valve Station	1	LS	\$170,350.00	\$170,350.00	1	100%	\$170,350.00	0	\$0.00	UNDER RUN
35A	Topsoil and Seeding	10000	SY	\$0.01	\$100.00	10000	100%	\$100.00	0	\$0.00	UNDER RUN
36A	Water Main Activation	1	LS	\$20,250.00	\$20,250.00	1	100%	\$20,250.00	0	\$0.00	UNDER RUN
37A	Valve Discharge, SCE Outlet, Valve A	30	EA	\$3,000.00	\$90,000.00	19	63%	\$57,000.00	11	\$33,000.00	UNDER RUN
38A	Record Documentation	1	LS	\$4,000.00	\$4,000.00	1	100%	\$4,000.00	0	\$0.00	UNDER RUN
39A	Contingency Allowance	1	LS	\$75,000.00	\$75,000.00	1	33%	\$24,700.00	0	\$50,300.00	UNDER RUN
40A	Record Heavy	1	EA	\$24,700.00	\$24,700.00	1	100%	\$24,700.00	0	\$0.00	UNDER RUN
41A	Overrun items 12A, 14B, and 15A	EA			\$2,295,732.00			\$2,295,732.00			

Remaining in Contract: \$63,645.10
 Total Services: \$18,600.00
 Total Overrun: \$1,645.10
 Net Underrun: \$63,645.10
 Current Contract Price: \$2,295,732.00
 Project Net Underrun: \$2,232,086.90

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Town of Halfmoon	Owner's Contract No.:
Contractor: Bellamy Construction Company, Inc.	Contractor's Project No.: 22-0146
Engineer: MJ Engineering and Land Surveying	Engineer's Project No.: 964.26
Project: Button Road, Lower Newtown Road, and Hayner Road Water Main Extensions	Contract Name: 2-General Construction

This [partial] [final] Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

July 25, 2023

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in this Certificate marks the commencement of the contractual correction period and applicable warranties required by the Contract for specified portions of the Work herein.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's responsibilities:

None
 As follows

Amendments to Contractor's responsibilities:

None
 As follows

The following documents are attached to and made a part of this Certificate: Punch list dated November 3, 2023.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By: <u>Bruce Fitzgerald</u>	By: _____	By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>	By: _____
(Authorized signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: <u>Design Engineer</u>	Title: _____	Title: <u>President</u>	Title: _____	Title: _____	Title: _____
Date: <u>11/3/2023</u>	Date: _____	Date: <u>11/6/2023</u>	Date: _____	Date: _____	Date: _____



Engineering and
Land Surveying, P.C.

SUBSTANTIAL COMPLETION PUNCHLIST

PROJECT: Burton Road Lower Newtown Road, and Hayner Road Water Main Extension
INSPECTION CONDUCTED BY: Esbe Holland / Briana Fitzgerald / Dan Gidlin
DISCIPLINE: Utilities (W/W/W)
INSPECTION NUMBER: 1ST: X 1 2ND: I 1

SD: I 1
FINAL: I 1

CONTRACT NO.: 994.26
CONTRACTOR: Bellamy Construction
DATE OF INSPECTION: 8/11/2023
DATE OF ISSUE: 11/19/2023

GENERAL NOTES:

- This punchlist applies to the installation of the water main and appurtenances as well as final site restoration.
-
-

THE FOLLOWING ITEMS ARE TO BE COMPLETED OR CORRECTED TO COMPLY WITH THE CONTRACT DOCUMENTS

NUMBER	DESCRIPTION	NOT INSTALLED	INCOMPLETE	IMPROPERLY INSTALLED	DAMAGED	ESTIMATED VALUE	2X ESTIMATED VALUE
1	Wire mesh shall be installed on the sump outlet of the pressure reducing valve station to prevent insects from entering the vault. The drilled holes on the pipe cap are excessively large.			X			
2	Medium stone shall be added around the pressure reducing valve station sump outlet to mitigate potential erosion.	X					
3							
4							
5							
6							
7							
8							

Total



PHOTO 1

327

MaintainX

SEND CHECKS TO:
382 NE 191st PMB 98008
MIAMI, FL 33179-3899

SALES QUOTE

Q-34125

PREPARED FOR

Town of Halfmoon

William Bryans jr

TERM START DATE
2023-12-07

EXP. DATE
2023-12-21

TERM END DATE
2024-12-07

ITEM	Charge Type	QTY	UNIT PRICE	DISC (%)	Net Price	SUB-TOTAL
Premium Subscription - Annual Users (Full Users + Admin Users)	Recurring	4.00	\$588.00	10.00	\$529.20	\$2,116.80
* Unlimited Requester Users						
						Total
						USD: \$2,116.80

You may have to pay sales tax on your MaintainX subscription and professional services, depending on the billing zip code or country associated with your account. If you're within a jurisdiction where you're required to pay sales taxes, you'll see the sales tax as a line item on your billing invoices and receipts.

**THIS QUOTE IS SUBJECT TO THE FOLLOWING
TERMS AND CONDITIONS:**

1. Users will be activated same day upon receipt of payment.
2. Any additional Users added to your account will need to be paid for within 30 days or risk deactivation. Pricing listed in this quote will be honored for additional Users during the initial subscription term can be prorated to the outstanding length of your initial payment.
3. MaintainX's Terms of Service located at www.getmaintainx.com/terms-of-service as well as the MaintainX Privacy Policy located at <https://www.getmaintainx.com/privacy-policy/> apply to this quote.
4. Subject to your agreement to the terms and conditions of this quote, you may accept this quote by paying with any of the following options:
 - a. Via credit card or ACH through your billing page at app.getmaintainx.com/settings/billing
 - b. Issuance of a check or money order (Annual Contracts Only) to MaintainX referencing this quote prior to the expiration date above.
5. Alternatively, you may accept this quote by sending MaintainX written notice of acceptance, subject to your agreement to the terms and conditions of this quote.
6. If Implementation services are provided, the Customer must provide MaintainX with the opportunity to complete such services in Year 1, Implementation fees are non-refundable except as set forth in the Agreement.

Upon acceptance of this quote, the Terms of Service and Privacy Policy listed above, including any MaintainX ordering document, supersede the terms in any purchase order or other non-MaintainX document and no terms included in any such purchase order or other non-MaintainX document apply to the services ordered. If you do not agree to the foregoing, this quote is withdrawn.



AIA[®]

Document G701[®] – 2017

Change Order

PROJECT: (Name and address)
Town of Halfmoon
Highway Garage Improvements
322 NYS Route 146
Halfmoon, New York 12066

CONTRACT INFORMATION:
Contract For: Contract 03 - HC
Date: December 21st, 2022

CHANGE ORDER INFORMATION:
Change Order Number: 02
Date: November 13, 2023

OWNER: (Name and address)
Town of Halfmoon
2 Halfmoon Plaza
Halfmoon, New York 12065

ARCHITECT: (Name and address)
C.T. Male Associates, Engineering,
Surveying, Architecture, Landscape
Architecture & Geology, D.P.C.
50 Century Hill Drive
Latham, NY 12110

CONTRACTOR: (Name and address)
John W. Danforth Company
5 Liebich Lane
Clifton Park, New York 12065

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Deduction of Allowance Contingency funds not used as follows:

Contract 03 - Allowance 01 - General Use -	\$15,000.00 (Original Allowance)
Less Allowance Authorization 01	\$ 2,803.97
Remaining Allowance deducted from Contract Sum	\$12,196.03

The original Contract Sum was	\$	186,500.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	186,500.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	12,196.03
The new Contract Sum including this Change Order will be	\$	174,303.97

The Contract Time will be unchanged by zero (0) days.
The new date of Substantial Completion will be August 29, 2023, which was previously achieved.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

C.T. Male Associates
ARCHITECT (Firm name)

John W. Danforth Company
CONTRACTOR (Firm name)

Town of Halfmoon
OWNER (Firm name)

[Signature]
SIGNATURE

Wendy D. Glauber
SIGNATURE

[Signature]
SIGNATURE

Nicholas Lobosco, R.A., Project Manager
PRINTED NAME AND TITLE

Wendy D. Glauber, General Counsel
PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

11/13/2023
DATE

11/20/2023
DATE

DATE

#329



AIA Document G701 - 2017

Change Order

PROJECT: (Name and address)
Town of Halfmoon
Highway Garage Improvements
322 NYS Route 146
Halfmoon, New York 1206

CONTRACT INFORMATION:
Contract For: Contract 03 - HC
Date: December 21st, 2022

CHANGE ORDER INFORMATION:
Change Order Number: 02
Date: November 13, 2023

OWNER: (Name and address)
Town of Halfmoon
2 Halfmoon Plaza
Halfmoon, New York 12065

ARCHITECT: (Name and address)
C.T. Male Associates, Engineering,
Surveying, Architecture, Landscape
Architecture & Geology, D.P.C.
50 Century Hill Drive
Latham, NY 12110

CONTRACTOR: (Name and address)
John W. Danforth Company
5 Liebich Lane
Clifton Park, New York 12065

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

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NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

C.T. Male Associates
ARCHITECT (Firm name)

John W. Danforth Company
CONTRACTOR (Firm name)

Town of Halfmoon
OWNER (Firm name)

SIGNATURE

Wendy D. Glauber
SIGNATURE

SIGNATURE

Nicholas Lobosco, R.A., Project Manager
PRINTED NAME AND TITLE

Wendy D. Glauber, General Counsel
PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

11/13/2023
DATE

11/20/2023
DATE

DATE

#331

Press F1 to see instructions in blank fields

Federal Aid Local Project Agreement (09/2023)

MUNICIPALITY/SPONSOR: Town of Halfmoon
PROJECT ID NUMBER (PIN): 1762.50 BIN: _____
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A
Date Prepared: 11/16/2023 By: EC
Initials

Federal aid Local Project Agreement

COMPROLLER'S CONTRACT NO D041336.

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State").

and

the Town of Halfmoon (the "Municipality/Sponsor")
acting by and through The Town Board
with its office at 2 Halfmoon Paza, Halfmoon, NY 12065.

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Federal aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work, Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as Intersection Improvements at NYS 236 and Guideboard Road (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal aid funds to the State for the purpose of carrying out Federal aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10 (34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, as further amended by Chapter 57 of the Laws of New York of 2014, and Chapter 794 of the laws of 2022, as further amended by Chapter 3 of the laws of 2023 (effective December 28, 2023), the State has established the "Marchiselli" Program, which provides certain State-aid for Federal aid highway projects not on the State highway system; and

MUNICIPALITY/SPONSOR: Town of Halfmoon

PROJECT ID NUMBER (PIN): 1762.50 BIN: _____

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

Date Prepared: 11/16/2023 By: EC
Initials

WHEREAS, funding of the "State share" of projects under the Marchiselli Program is administered through the New York State Office of the Comptroller ("State Comptroller"); and

WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

WHEREAS, project eligibility for Marchiselli Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. _____ adopted at meeting held on 12/6/23 approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the Town Supervisor of the Town of Halfmoon of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Federal aid Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - New York State Required Contract Provisions
- Appendix "A-1" - Supplemental Title VI Provisions (Civil Rights Act)
- Appendix "B" - U.S. Government Required Clauses (Only required for agreements with federal funding)
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required, therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

***Note – Resolutions for Bridge NY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.**

MUNICIPALITY/SPONSOR: Town of Halfmoon

PROJECT ID NUMBER (PIN): 1762.50 BIN: _____

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

Date Prepared: 11/16/2023 By: lc
Initials

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Local Projects Manual (LPM)" (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly for a typical project. In all cases, reimbursement requests must be submitted at least once every six months.

4.1 *Federal aid.* NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal aid eligible projects to be located on the Federal Aid Highway System ("FAHS"), except for bridge and safety projects which can be located off the FAHS. Included among the Federal participating items are the actual cost of employee personal services and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges, or other Federal Participating costs directly identifiable with the eligible project.

MUNICIPALITY/SPONSOR: Town of Halfmoon

PROJECT ID NUMBER (PIN): 1762.50 BIN: _____

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

Date Prepared: 11/16/2023 By: 

Initials

4.2 *Marchiselli Aid (if applicable)*. NYSDOT will request State Comptroller reimbursement to the Municipality of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. Not all Federal aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991, are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs*. To be eligible for Marchiselli Aid, Project costs must: (a) be eligible for Federal participation as described under 4.1 above; (b) be for work which, when completed, has a certifiable service life of at least 10 years; (c) be for work that relates directly and exclusively to a municipally owned highway, bridge or highway-railroad crossing located off the State Highway System; and (d) be submitted for reimbursement in accordance with 4.2.2.

4.2.2 *Marchiselli Reimbursement Requests*. A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)) which governs fund disbursements from the issuance of tax-exempt bonds. Hence, expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.2.3 *Marchiselli Extended Records Retention Requirements*.

4.2.3.1 To ensure that NYSDOT meets certain requirements under the Title 49 of the Code of Federal Regulations, Part 26, and to ensure that NYSDOT may authorize the use of funds for this project, notwithstanding any other provision of this Contract to the contrary, the Sponsor must retain the following documents in connection with the Projects:

- a) Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property financed with proceeds of the bonds; and
- b) Documents, if any, evidencing the sale or other disposition of the financed property.

4.2.3.2 The Sponsor covenants to retain those records described above, which are used by the Sponsor in connection with the administration of this Program, for thirty-six (36) years after the date of NYSDOT's final payment of the eligible project cost(s).

4.2.3.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above; shall constitute a

MUNICIPALITY/SPONSOR: Town of Halfmoon

PROJECT ID NUMBER (PIN): 1762.50 BIN: _____

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

Date Prepared: 11/16/2023 By: lc
Initials

material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this agreement.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding:

- (a) the amount stated in Schedule A for the Federal Share; or
- (b) the amount stated in Schedule A as the State (Marchiselli) share.

All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government, or their representatives.

4.4 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To affect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

5. *Supplemental Agreements and Supplemental Schedule(s) A.* Supplemental Agreements or Supplemental Schedule(s) A may be entered into by the parties and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project, or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors, or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the

MUNICIPALITY/SPONSOR: Town of Halfmoon

PROJECT ID NUMBER (PIN): 1762.50 BIN: _____

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

Date Prepared: 11/16/2023 By: lc
Initials

experience, knowledge, and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors, or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors, or others under this Agreement.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the

MUNICIPALITY/SPONSOR: Town of Halfmoon
PROJECT ID NUMBER (PIN): 1762.50 BIN: _____
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A
Date Prepared: 11/16/2023 By: lc
Initials

Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security, or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company, or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* The Project phase(s) and Term are identified in Schedules (A) executed herewith and incorporated herein or as subsequently identified in a duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This Agreement shall remain in effect so long as Federal aid and Marchiselli-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued, or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

MUNICIPALITY/SPONSOR: Town of Halfmoon
PROJECT ID NUMBER (PIN): 1762.50 BIN: _____
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A
Date Prepared: 11/16/2023 By: lc
Initials

13.1 *Time is of the essence (Bridge NY Projects).* The Municipality/Sponsor understands and agrees that construction of Bridge NY Projects shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds.

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Local Projects Manual and in accordance with current Federal and State laws, rules, and regulations.

17. *Notice Requirements.*

- 17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
- (a) Via certified or registered United States mail, return receipt requested;
 - (b) By facsimile transmission,
 - (c) By personal delivery,
 - (d) By expedited delivery service; or
 - (e) By e-mail.

Such notices shall be address as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)

Name: Lorenzo DiStefano, PE

Title: RLPL

Address: 50 Wolf Road, Suite 1s50, Albany, NY 12232

Telephone Number: 518-485-1715

Facsimile Number: 518-457-4640

E-Mail Address: lorenzo.distefano@dot.ny.gov

MUNICIPALITY/SPONSOR: Town of Halfmoon

PROJECT ID NUMBER (PIN): 1762.50 BIN: _____

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

Date Prepared: 11/16/2023 By: lc
Initials

[Municipality/Sponsor] Town of Halfmoon

Name: Richard Harris

Title: Coordinator

Address: 2 Halfmoon Plaza, Halfmoon, NY 12065

Telephone Number: 518-371-7410

Facsimile Number: _____

E-Mail Address: rharris@townofhalfmoon-ny.gov

17.2 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices from the Statewide Financial System (SFS). The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments.

Instructions and authorization forms are available on the State Comptroller's website at <https://www.osc.ny.gov/state-vendors>. Registration forms and instructions can be found at the NYSDOT

Electronic Payment Guidelines website at:

[https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects/Electronic Payment Guidelines](https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects/Electronic%20Payment%20Guidelines).

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable

MUNICIPALITY/SPONSOR: Town of Halfmoon

PROJECT ID NUMBER (PIN): 1762.50 BIN: _____

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

Date Prepared: 11/16/2023 By: lc

Initials

federal, state, and local laws, rules, and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), External Programs; and, Title 41 of the Code of Federal Regulations Part 60 (41 CFR Subtit. B, Ch. 60) Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act (NY CLS ECL, Art. 6), including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

19.3 28 CFR 35.105, which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition Plan addressing compliance with the Americans with Disabilities Act (ADA).

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Local Projects Manual (LPM), which, as such, may be amended from time to time. Locally administered Federal aid transportation projects must be constructed in accordance with the current version of NYSDOT Standard Specifications; Construction and Materials, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

MUNICIPALITY/SPONSOR: Town of Halfmoon

PROJECT ID NUMBER (PIN): 1762.50 BIN: _____

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

Date Prepared 11/16/2023 By: lc
Initials

Comptroller's Contract Number: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF *Saratoga*)

On this _____ day of _____, 20____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

By: _____
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

Date: _____

APPROVED AS TO FORM:

STATE OF NEW YORK ATTORNEY GENERAL

By: _____
Assistant Attorney General

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

RESOLUTION BY MUNICIPALITY
(Locally Administered Project)
RESOLUTION NUMBER:

A Resolution authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore

WHEREAS, a project for Intersection Improvements at NYS 236 and Guideboard Road, PIN 1762.50 (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80 % Federal funds and 20 % non-federal funds.

WHEREAS, the Town of Halfmoon desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of Preliminary Design.

NOW, THEREFORE, the Town Board duly convened does hereby

RESOLVE, that the Town Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Town Board hereby authorizes the Town of Halfmoon to pay in the first instance 100% of the federal and non-federal share of the cost of Preliminary Design for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$ 292,043.00 (two hundred ninety-two thousand forty-three dollars) is hereby appropriated from the _____ and made available to cover the cost of participation in the above phases of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Town Board shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof; and it is further

RESOLVED, that the Town Board will be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the Town of Halfmoon with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project and it is further

RESOLVED this Resolution shall take effect immediately

STATE OF NEW YORK }
 } ss.:
COUNTY OF Saratoga }

I, the undersigned,

DO HEREBY CERTIFY that I have compared the above copy of a resolution adopted _____, 20__ with the original record in this office and that the same is a correct transcript thereof and of the whole of said original record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of said _____
This ___ day of _____, 20__.

Clerk

#334

Barton & Loguidice

SENT VIA E-MAIL

November 21, 2023

Kevin J. Tollisen, Town Supervisor
Town of Halfmoon
2 Halfmoon Town Plaza
Halfmoon, NY 12065

Re: Glen Meadows HOA Trail Assessment
Proposal for Professional Engineering Services

File: P710.2185

Dear Supervisor Tollisen:

Barton & Loguidice (B&L) is pleased to provide this proposal for engineering services for an assessment of the Glen Meadows HOA Trail. We understand that the existing trail is open to the public, but located on lands owned by the Swatling Falls HOA, Glen Meadows HOA, and the Town of Halfmoon. Based on a preliminary condition assessment completed by the Town Building, Planning, and Development Department, much of the trail is in reasonably good condition and is safe for pedestrians and bicyclists. Two areas of the trail, however, present pavement failures that result in dangerous conditions for trail users. It is unknown what the cause of the pavement failures is at this time.

Scope of Services

The following Scope of Services is based on our current understanding of the project and will be performed in accordance with the assumptions and clarifications herein.

1. *Kick-off Meeting and Site Visit:* B&L will prepare for and attend one (1) project kick-off meeting with designated Town staff at Town Hall to review goals and objectives, existing conditions, work plan, and schedule. A site visit will be held immediately following the kick-off meeting to allow B&L to make assessments of existing field conditions.
2. *Existing Conditions Analysis and Basemapping:* B&L will review any prior plans, reports, or documents provided by the Town for the existing trail and create an electronic base map using publicly-accessible data (provided by the Town or available through the State GIS Clearinghouse). Basemapping will include orthoimagery, Saratoga County tax map parcel data, and NYS Lidar topographic data. No field topographic or boundary survey services are included in this proposal.
3. *Trail Improvement Recommendations:* Based on findings from tasks 1 and 2, B&L will prepare recommendations for trail improvements to remedy any existing issues that may exist. Typical sections and/or details for improvements may be provided, but detailed engineering and design is not included in this proposal. Recommendations may include the need for further study, design, or analysis. Concept-level opinions of probable project cost will be prepared for each recommendation.





Kevin J. Tollisen, Town Supervisor
Town of Halfmoon
November 21, 2023
Page 2 of 2

- 4. *Summary Memorandum:* B&L will summarize the results of each task listed above in a written technical memorandum for the Town's review. In addition to the existing conditions analysis, improvement recommendations, and cost estimates, the memorandum will include project basemapping, photography, and any other relevant information obtained or produced as part of the project. The memorandum will additionally include a brief section on potential funding sources for implementation.

Fee Estimate

B&L proposes to provide the services described herein for a lump sum fee not to exceed \$8,000 without prior approval from the Town of Halfmoon. B&L proposes to invoice the Town of Halfmoon monthly on a percentage complete basis for work completed on the project. If additional services are required beyond those described above, B&L will provide the Town of Halfmoon with a supplemental agreement for review and approval prior to commencing the additional services.

Closing

We sincerely appreciate the opportunity to offer this proposal to assist you with completing an assessment of the Glen Meadows HOA Trail. If this proposal is acceptable, please sign the authorization below and return a copy to our office.

If you have any questions or wish to discuss any portion of this proposal, please contact me or Ryan Weitz, who will serve as the primary point of contact and Project Manager, at (518) 218-1801 or rweitz@bartonandloguidice.com.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher
Senior Vice President

RBW/

Enclosures: Standard Terms and Conditions for Professional Consultant Services (1 page)

Authorization

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

Kevin J. Tollisen, Town Supervisor
Town of Halfmoon

Date