

The December 6, 2023, meeting was called to order at 7:00 pm by Town Supervisor Tollisen in the A. James Bold Meeting Room with the following members present:

Kevin J. Tollisen, Supervisor -Excused
Paul L. Hotaling, Councilman
John P. Wasielewski, Councilman
Jeremy W. Connors, Councilman
Eric A. Catricala, Councilman
Lyn A. Murphy, Town Attorney - Excused
Cathy L. Drobny, Deputy Town Attorney
Lynda A. Bryan, Town Clerk

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 3-5:00 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.

HOLIDAY MEMORIES & TREE LIGHTING CERMONY: Sunday, December 3rd at 5:00 pm at the Gazebo in the Abele Memorial Park in front of the Town Municipal Center. This is a lighted tree memorial in remembrance of loved ones who have passed away but are forever in our hearts.

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 for all of your Holiday Shopping at Halfmoon Town Hall! Sooo many vendors with exciting gift ideas for you!

AMERICAN RED CROSS BLOOD DRIVE: Wednesday, December 27th from 1-6:00 pm at the Halfmoon Town Hall. To schedule an appointment, please call 1-800-redcross or visit redcrossblood.org and use sponsor code HALFMOONTOWNHALL.

TOWN MEETINGS:

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

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

Planning Board Meeting: 2nd & 4th Monday of the month at 7:00 pm. Pre-meeting at 6:15 pm (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.

PUBLIC COMMENT (for discussion of agenda topics)

REPORTS OF BOARD MEMBERS AND TOWN ATTORNEY

Kevin J. Tollisen (Town Supervisor) Excused

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, (5) Liaison to Comprehensive Plan Update Committee

I have no report

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.

I have no report Deputy Supervisor

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

Thank you, Deputy Supervisor, just a few things. The Annual election for Fire Commissioners vote is Tuesday the 12th. They are the stewards of your tax dollars. It is an important position that can dictate the outcome for years in your local fire district. Please come out and vote. Thank you.

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

I have no report Deputy Supervisor

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

Thank you! The seniors are having their BIG Christmas Party tomorrow & they're in for a treat! They will be making cookies and candy, and everyone goes home with a platter of goodies. There will be random drawings, a Christmas luncheon with music & Special Guests, Mr. & Mrs. Santa! If you're a senior, come & join us!

Dana Cunniff (Receiver of Taxes): (1) Chair of Committee on Residents Relations

Lyn Murphy, Esq., (Town Attorney) Excused

Cathy Drobny, Esq. (Deputy Town Attorney) I have nothing this evening.

PUBLIC COMMENT (for discussion of agenda topics) No one came forward.

Supervisor Tollisen: Department Reports and the monthly Department Manager Reports are listed and can be viewed in the Town Clerk's Office. We do ask our Department Managers to provide monthly reports in addition to having Department Manager monthly meetings where we all discuss the important things that go on in each of the offices.

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
5. Town Justice Suchocki
Total # Cases – 117 Total Fees Submitted to the Supervisor - \$14,239.06
6. Town Justice Fodera
Total # Cases – 110 Total Fees Submitted to the Supervisor - \$15,655.03

Deputy Supervisor Hotaling: I just want to highlight something in Department Reports. Our Senior Express, think about it, 477 rides in a month for our seniors. It has grown into a great program. We are delivering 511 meals now and going into the winter months, a lot of seniors don't go out as much and these meals mean a lot to them. I would like to thank our entire staff for all of the work that they do.

Town Clerk Bryan: Can I just make one comment on that Paul? Some of the comments that we have received from the riders is that it gives them back their independence. They don't have to ask family members or inconvenience people to get them to their much-needed appointments and we are here to provide that service to them. They are very grateful and appreciative, and I am very proud to be part of that service. Thank you.

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

CORRESPONDENCE

1. Received from the Town Planning Board Resolutions approved at the November 27, 2023, meeting.
Received & Filed
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.
Received & Filed
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.
Received & Filed
4. Received from Remeica Vaval of 4081 Retail, LLC, notification of their intent to file an application with the Office of Cannabis Management.
Received & Filed
5. Received from the West Crescent Fire District, their 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.

Received & Filed

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.

Received & Filed

7. Received from the Halfmoon-Waterford Fire District #1, their 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 (1) Fire Commissioner for a five-year term, to commence January 1, 2024, and ending December 31, 2029.

Received & Filed

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.

Received & Filed

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

Received & Filed

NEW BUSINESS

RESOLUTION NO. 319-2023

Offered by Councilman Wasielewski, seconded by Councilman Connors: Approved by the vote of the Board: Ayes: Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Town Clerk Bryan

RESOLVED, that the Town Board approves the minutes of Town Board Meeting of August 15, 2023, as presented.

RESOLUTION NO. 320-2023

Offered by Councilman Connors, seconded by Councilman Wasielewski: Approved by the vote of the Board: Ayes: Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Director of Water Tironi

WHEREAS, the Town Board of the Town of Halfmoon has previously approved a project to construct and install a water main on NYS Route 9 at the recommendation of the Superintendent of Water & Building Maintenance Supervisor and MJ Engineering and Land Surveying, P.C. to improve the Town's potable water transmission network; and

WHEREAS, the Town of Halfmoon recently bid water projects and awarded the bid to the low bidder, Bellamy Construction; and

WHEREAS, General Municipal Law §103 permits municipalities to utilize previously awarded bids; and

WHEREAS, the engineers for the project, MJ Engineering and Land Surveying, P.C., have recommended that the Town Board 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;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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 NO. 321-2023

**Offered by Councilman Connors, seconded by Councilman Catricala: Approved by the vote of the Board: Ayes: Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Director of Water Tironi**

WHEREAS, the Town Board of the Town of Halfmoon has previously approved a project to construct and install a water main on NYS Route 236 at the recommendation of the Superintendent of Water & Building Maintenance Supervisor and MJ Engineering and Land Surveying, P.C. to improve the Town's potable water transmission network; and

WHEREAS, the Town of Halfmoon recently bid water projects and awarded the bid to the low bidder, Bellamy Construction; and

WHEREAS, General Municipal Law §103 permits municipalities to utilize previously awarded bids; and

WHEREAS, the engineers for the project, MJ Engineering and Land Surveying, P.C., have recommended that the Town Board 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;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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 NO. 322-2023

**Offered by Councilman Connors, seconded by Councilman Catricala: Approved by the vote of the Board: Ayes: Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Director of Water Tironi**

WHEREAS, the Town Board of the Town of Halfmoon has previously approved a project to construct and install a water main on Northern Sites Drive at the recommendation of the Superintendent of Water & Building Maintenance

Supervisor and MJ Engineering and Land Surveying, P.C. to improve the Town's potable water transmission network; and

WHEREAS, the Town of Halfmoon recently bid water projects and awarded the bid to the low bidder, Bellamy Construction; and

WHEREAS, General Municipal Law §103 permits municipalities to utilize previously awarded bids; and

WHEREAS, the engineers for the project, MJ Engineering and Land Surveying, P.C., have recommended that the Town Board 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;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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 NO. 323-2023

Offered by Councilman Wasielewski, seconded by Councilman Connors: Approved by the vote of the Board: Ayes: Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Director of Water Tironi

WHEREAS, the Town Board awarded the construction contract for the Brigantine Drive Water Main Replacement Project to Bellamy Construction Co., Inc.; and

WHEREAS, MJ Engineering and Land Surveying, PC, the Engineer for the Town of Halfmoon for the Brigantine Drive Water Main Replacement Project prepared Change Order #1 to reflect a decrease in payment to Bellamy Construction Corp. in the amount of \$18,704.00 for the Project representing underruns in the total amount of the Project; and

WHEREAS, MJ Engineering and Land Surveying, PC, as the Engineers on the Project recommends approval of Change Order #1;

NOW THEREFORE, BE IT

RESOLVED, 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 the engineers for this project, for a total cost of \$263,996.00, subject to the review and approval of the Town Attorney.

Deputy Town Supervisor Hotaling: As you can see, we are doing a lot of water projects.

RESOLUTION NO. 324-2023

Offered by Councilman Connors, seconded by Councilman Catricala: Approved by the vote of the Board: Ayes: Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Director of Water Tironi

WHEREAS, the Town Board awarded the construction contract for the Button Road, Lower Newtown Road, and Hayner Road Water Main Extension Project to Bellamy Construction Co., Inc.; and

WHEREAS, MJ Engineering and Land Surveying, PC, the Engineer for the Town of Halfmoon for the Button Road, Lower Newtown Road, and Hayner Road Water Main Extension Project prepared Change Order #1 to reflect a decrease in payment to Bellamy Construction Corp. in the amount of \$63,045.10 for the Project representing underruns in the total amount of the Project; and

WHEREAS, MJ Engineering and Land Surveying, PC, as the Engineers on the Project recommends approval of Change Order #1;

NOW THEREFORE, BE IT

RESOLVED, 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.

Deputy Town Supervisor Hotaling: It is great when they come back to with saving money.

RESOLUTION NO. 325-2023

**Offered by Councilman Connors, seconded by Councilman Wasielewski: Approved by the vote of the Board: Ayes: Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Highway Superintendent Bryans**

RESOLVED, that the Town Board authorizes 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.

Deputy Town Supervisor Hotaling: I just want to comment on this. This has been needed for awhile and it is nice to see it move forward. Thank you to all for their hard work.

RESOLUTION NO. 326-2023

**Offered by Councilman Wasielewski, seconded by Councilman Connors: Approved by the vote of the Board: Ayes: Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Building & Planning Development Coordinator Harris**

RESOLVED, 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 NO. 327-2023

**Offered by Councilman Wasielewski, seconded by Councilman Connors: Approved by the vote of the Board: Ayes: Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Personal Computer Technician Mikol**

RESOLVED, 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 NO. 328-2023

**Offered by Councilman Connors, seconded by Councilman Catricala: Approved by the vote of the Board: Ayes: Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Highway Superintendent Bryans**

WHEREAS, the Town Board previously awarded the plumbing contract for the Halfmoon Highway Garage Improvements to John W. Danforth Company; and

WHEREAS, John W. Danforth Company has submitted a proposal that details a deduct order in the amount of \$8,925.14; and

WHEREAS, C T Male Associates is recommending the approval of Change Order #2; and

NOW THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to sign Change Order #2 to decrease the cost of the project by \$8,925.14, subject to the review and approval of the Town Attorney.

RESOLUTION NO. 329-2023

**Offered by Councilman Wasielewski, seconded by Councilman Connors: Approved by the vote of the Board: Ayes: Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Highway Superintendent Bryans**

WHEREAS, the Town Board previously awarded the heating and cooling contract for the Halfmoon Highway Garage Improvements to John W. Danforth Company; and

WHEREAS, John W. Danforth Company has submitted a proposal that details a deduct order in the amount of \$12,196.03; and

WHEREAS, C T Male Associates, the engineer for this project, is recommending the approval of Change Order #2;

NOW THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to sign Change Order #2 to decrease the cost of the project by \$12,196.03, subject to the review and approval of the Town Attorney.

RESOLUTION NO. 330-2023

**Offered by Councilman Wasielewski Connors, seconded by Councilman Connors:
Approved by the vote of the Board: Ayes: Hotaling, Wasielewski, Connors, &
Catricala
Resolution Introduced by Director of Water Tironi**

RESOLVED, that the Town Board authorizes the Town 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 NO. 331-2023

**Offered by Councilman Wasielewski, seconded by Councilman Connors: Approved
by the vote of the Board: Ayes: Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Building & Planning Development Coordinator Harris**

RESOLUTION BY THE TOWN OF HALFMOON
(Locally Administered Project)
RESOLUTION NUMBER 331-2023:

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 of the Town of Halfmoon duly convened does hereby

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

RESOLVED, that the Town Board of the Town of Halfmoon hereby authorizes the payment 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 \$ 202,043.00 (two hundred ninety-two thousand forty-three) hereby appropriated from the Capital Project Fund 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, Town Board of the Town of Halfmoon 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 Supervisor of the Town of Halfmoon 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 Board 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

COUNTY OF Saratoga

ss.:

I, the undersigned,

DO HEREBY CERTIFY that I have compared the above copy of a resolution adopted December 08, 2023 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 Town of Halfmoon.
This 7th day of December, 2023.

Clerk

Deputy Town Supervisor Hotaling: This is another project for the safety of our town and that a lot of hard work has gone into.

RESOLUTION NO. 332-2023

Offered by Councilman Connors, seconded by Councilman Catricala: Approved by the vote of the Board: Ayes: Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Building & Planning Development Coordinator Harris

RESOLVED, that the Town Board authorizes the Town Supervisor of the Town of Halfmoon 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.

Deputy Town Supervisor Hotaling: I would like to thank some of the Planning Board for their hard work on this.

RESOLUTION NO. 333-2023

**Offered by Councilman Wasielewski, seconded by Councilman Connors: Approved by the vote of the Board: Ayes: Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Building & Planning Development Coordinator Harris**

RESOLVED, that the Town Board authorizes the Town 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 NO. 334-2023

**Offered by Councilman Wasielewski, seconded by Councilman Connors: Approved by the vote of the Board: Ayes: Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Building & Planning Development Coordinator Harris**

RESOLVED, that the Town Board authorizes the Town 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 NO. 335-2023

**Offered by Councilman Connors, seconded by Councilman Wasielewski: Approved by the vote of the Board: Ayes: Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Superintendent of Buildings and Grounds Maiello**

RESOLVED, that the Town Board amends 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 NO. 336-2023

**Offered by Councilman Connors, seconded by Councilman Catricala: Approved by the vote of the Board: Ayes: Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Superintendent of Buildings and Grounds Maiello**

RESOLVED, that the Town Board rescind Resolution #284-2023 which authorizes the Supervisor to increase the payment to Gallo Construction for construction of the Outdoor Pavilion in the not to exceed amount of \$11,550.00, subject to the review and approval of the Town Attorney.

RESOLUTION NO. 337-2023

**Offered by Councilman Connors, seconded by Councilman Catricala: Approved by the vote of the Board: Ayes: Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Superintendent of Buildings and Grounds Maiello**

WHEREAS, the Town Board awarded the construction contract for the Outdoor Recreation Pavilion to Gallo Construction Corp.; and

WHEREAS, Weston & Sampson, PE, LS, LA Architects PC, the Engineer for the Town of Halfmoon for the Outdoor Recreation Pavilion prepared 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 trusses, and cement board gable ends; and

WHEREAS, Weston & Sampson, PE, LS, LA Architects and PC, as the Engineers on the project recommends approval of Change Order #5;

NOW THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized 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, subject to the review and approval of the Town Attorney.

RESOLUTION NO. 338-2023

**Offered by Councilman Wasielewski, seconded by Councilman Connors: Approved by the vote of the Board: Ayes: Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Highway Superintendent Bryans**

WHEREAS, the Town Board previously awarded the general construction contract for the Halfmoon Highway Garage Improvements to Gallo Construction Corp.; and

WHEREAS, Gallo Construction Corp. has submitted a proposal that details a deduct order in the amount of \$100,000.00; and

WHEREAS, C T Male Associates is recommending the approval of Change Order #4; and

NOW THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to sign Change Order #4 to decrease the cost of the project by \$100,000.00, subject to the review and approval of the Town Attorney.

RESOLUTION NO. 339-2023

**Offered by Councilman Connors, seconded by Councilman Wasielewski: Approved by the vote of the Board: Ayes: Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Building, Planning & Development Coordinator Harris**

RESOLVED, that the Town Board authorizes the Building, Planning & Development Coordinator to apply and enter into an agreement with the Capital District Planners Association for a mentoring program with a UAlbany graduate student in the field of Planning & Geography at no cost to the town; and to authorize the Town Supervisor to sign any and all related documents, subject to the review and approval of the Town Attorney.

PUBLIC COMMENT (for discussion of non-agenda items)

Elizabeth Cannistraci, 28 Cromwell Drive: Elizabeth lives in Knoxwoods and states there is a building at the rear of her backyard and brook. She obtained a map and it shows that the structure is not on the owners property and that they did not obtain a building permit or get a building inspection and wondering how that is possible. She has been working with the Planning & Zoning folks gathering information.

Mr. Harris: We became aware of this in the past few months. Paul Buckley has been working with our Town Attorney Lyn Murphy on this. We have sent notices and have spoken to the homeowner. The structures have been up since about 2006. The current owner purchased it within the past couple of years and she came in in the last two months to speak with Paul and myself. They wanted to approach the HOA who owns the property next to her private property about doing a Lot Line Adjustment and to purchase or convey, whatever they agree upon. The owner of the Pine Lane property indicates to me that she was willing to work with a surveyor and come before the Planning Board. That was a couple of months ago and I am not aware of an update. Our office does not have the authority to go on their property and tear it down. The extent of our authority is that we start face to face and then it can advance to the point of an appearance ticket. We haven't gone that route yet.

You asked why it is still up? We do not have the authority to go in and remove a building from property. Right now, we are in the process of working with the property owners. I did speak to the landowner on Pine Lane, and she was willing to move forward and somehow acquire a portion of the HOA property to then bring this into conformance.

Councilman Wasielewski: Are we talking about the shed type of structure?

Rich Harris: There are lean-to sheds and there is a garage too. He asked if she has spoken with the HOA as it is their property, and that they can take legal action of some sort.

Councilman Connors: What we will do at this point is work with Mr. Harris and our attorney who is involved.

Elizabeth Cannistraci: I guess what my concern is that when I brought it to their attention and made them aware of this building plus woodsheds it seems to be that he is progressing. First it was a wood fence and now a chain link fence.

Councilman Connors: At this point, what I think is best to do, you have notified the Board, and we will push it down to the experts, Mr. Harris and wait for updates.

Elizabeth Cannistraci: I guess what concerns me is that I never saw someone put up a structure without a building permit or inspection and have it remain. I'm afraid it is going to collapse, and I don't want it on my property. I want to know who is liable.

Rich Harris: It is an HOA problem.

Councilman Connors: It is unfortunate. I'm sure Rich will work with you and come to a resolve on this.

Councilman Wasielewski: At a minimum, it is unsightly.

Elizabeth Cannistraci: Thank you.

Deputy Supervisor Hotaling: Anyone else?

Mike Morand, Arlington Heights: Rich and all of you don't get enough pay for all that you do. Over 60 years I've been in this town, and it is constantly improving. I am very proud to live here.

Mike is very concerned about the safety of pedestrians at the crosswalk going from the town park crossing over Route 236 to the area by the professional buildings. There is signage up but at night there is not ample lighting, and it would be hard to see someone crossing especially with the speed limit at 45 mph and most going faster than that on Route 236. He thought something would have gotten done when they repaved the road. He is hoping for some flashing lights to bring attention to the area. He stated that there are other areas like Cemetery Road that have solar powered hit the buttons that flash.

Councilman Connors: We can have a conversation with DOT about that as it is a state highway.

Mike Morand: I was at a Planning Board meeting, and I thought that a builder was going to pay for it.

Mr. Harris: During the approval of Betts Farm, yes, the Planning Board did request that they reach out to DOT to see what permit requirements and we received a decision back as declined and they said that they believe it was not warranted at that location and did not express interest in moving forward. Recently, in the past couple of days, the Planning Board did reach out to me about readdressing the issue with new staff at DOT and one of the Planning Board members was going to initiate it. It is my understanding that the development is already approved, the big question would be who would pay for it, and they said it would not be DOT. It would likely be the responsibility of and maintained by the Town of Halfmoon. If DOT is going to allow it if it meets the thresholds, is the town willing to take on that cost and responsibility?

Deputy Supervisor Hotaling: Rich, Cemetery Road has the speed limit sign that's wireless.

Mr. Harris: Cemetery Road is a town road, there is not a threshold that needs to be met for that. The Planning Board requested that to be installed because of the sidewalks. The developer paid for the sign at Eastpointe and installed it.

Councilman Connors: I think that we would also have to meet DOT specs.

Mr. Harris: and on a town road, we don't have to. The Board requested it, and, in that case, the developer put it in and DOT issued a memo.

Mike Morand: Thank you, Mr. Harris. I disagree with DOT, and I would be glad to talk to them. It is a safety hazard not having those flashing lights there. What's the cost of a life?

Councilman Wasielewski: I have seen people pushing baby strollers across that intersection where cars are routinely doing 50-60 mph.

Mike Morand: During the day you have a chance of seeing them but at night, it is terrible. It is 45 mph there and a passing zone in the middle of a crosswalk on a two-lane road. It's a no brainer.

Councilman Wasielewski: There were a few of us on this Board who voted against this project and that was a main concern of ours.

There being no further business to discuss or resolve on a motion by Councilman Connors and seconded by Councilman Wasielewski, the meeting was adjourned at 7:29 pm.

Respectfully Submitted,

Lynda A. Bryan, Town Clerk

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 (or 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 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 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 9 Water Main Connection					
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
<i>ADD ITEMS FROM CONTRACT 3 - Butler Road, Lower Brewster Road, and Hayner Road Water Main Extensions</i>					
1A	Mobilization, Demobilization, and General Conditions	0.65	LS	\$35,000.00	\$22,750.00
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
25A	Record Documentation	1	LS	\$4,000.00	\$4,000.00
24	Contingency Allowance	0.05	LS	\$75,000.00	\$3,750.00
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: 

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

#321

**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:

<u>Two-hundred thirty-one thousand one hundred five dollars</u> (use words)	<u>(\$231,105.00)</u> (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 (or 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 (\$)
<i>BID ITEMS FROM CONTRACT 2 - Button Road, Lower Newtown Road, and Hayner Road Water Main Extensions</i>					
1A	Mobilization, Demobilization, and General Conditions	0.92	LS	\$85,000.00	\$78,200.00
2A	Work Zone 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)	6200	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	265000	TON	\$0.01	\$2,660.00
20A	Topsoil and Seeding	125	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					\$251,105.00

DRAFT

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> (use words)	<u>(\$289,905.00)</u> (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 (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

Scania 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 (\$)
<i>BID ITEMS FROM CONTRACT 2 - Button Road, Lower Newtown Road, and Hayner Road Water Main Extensions</i>					
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" DR11 HDPE	1665	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

DRAFT

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

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CHANGE ORDER NO.: 1

Owner: Town of Halfmoon Owner's Project No.:
 Engineer: MJ Engineering and Land Surveying, P.C. Engineer's Project No.: 964.71
 Contractor: Bellamy Construction Co., Inc. Contractor's Project No.: 23-0082
 Project: Brigantine Drive Water Main Replacement
 Contract Name:
 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: \$ 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: \$ 301,404.00	Contract Times with all approved Change Orders: Substantial Completion: October 31, 2023 Ready for final payment: November 30, 2023

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

Accepted by Contractor
Jana Bellamy
President
11/6/2023

Authorized by Owner
 By: _____
 Title: _____
 Date: _____

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

Engineer's Project No.: M1964.71
 Contractor's Project No.: 23-0082
 Date: 11/3/23

Final Payment Summary
 Town of Bathmon
 Birminghams Drive Water Main Replacement

Bid Item No	Description	Bid Item Quantity	Units	Unit Price	Total Value of Item (\$)	Item Included Quantity	Quantity % Complete	Project Final Cost	Quantity Remaining	Cost Remaining	Overall/Underbill
1A	Rehabilitation, Demolition, and Street Closures	0.70000000	L.S.	\$5,000.00	\$3,500.00	0	100%	\$3,500.00	0	\$0.00	
2A	Work Zone Traffic Control	1	L.S.	\$5,000.00	\$5,000.00	0	100%	\$5,000.00	0	\$0.00	
3A	Stormwater and Erosion Control	1	L.S.	\$15,000.00	\$15,000.00	0	100%	\$15,000.00	0	\$0.00	
4A	Monthly Payment Recovery	100	CY	\$0.01	\$1.00	0	100%	\$1.00	0	\$0.00	
6B	8" DR11 HDPE	503	LF	\$68.00	\$39,644.00	503	99%	\$39,644.00	3	\$264.00	UNDERBILL
8A	8" Pipe bedding and backfill	100	CY	\$1.00	\$1.00	100	100%	\$1.00	0	\$0.00	
9A	8" Pipe bedding and backfill	200	CY	\$4.00	\$8.00	200	100%	\$8.00	0	\$0.00	
10C	8" DR11 HDPE 22.5 Dk. Band	2	EA	\$790.00	\$1,580.00	2	100%	\$1,580.00	0	\$0.00	
12A	Concrete Thirst Cakes	2	EA	\$3,500.00	\$7,000.00	2	100%	\$7,000.00	0	\$0.00	
14B	8" Gate Valve (Installation only)	2	EA	\$4,944.00	\$9,888.00	2	100%	\$9,888.00	0	\$0.00	
15A	8" Valve Service (lamp side)	6	EA	\$2,400.00	\$14,400.00	6	100%	\$14,400.00	0	\$0.00	
15B	8" Valve Service (Gymnasium side)	10	EA	\$4,500.00	\$45,000.00	10	100%	\$45,000.00	0	\$0.00	
16A	Ballast Course	100	CY	\$1.00	\$1.00	100	100%	\$1.00	0	\$0.00	
20A	Final seed feeding	1	L.S.	\$30,250.00	\$30,250.00	1	100%	\$30,250.00	0	\$0.00	
21A	Water Main Adviation	30	EA	\$100.00	\$3,000.00	27	90%	\$2,700.00	3	\$300.00	UNDERBILL
22A	Utility Jacking/ASST Quality Level A	1	L.S.	\$4,000.00	\$4,000.00	1	100%	\$4,000.00	0	\$0.00	
23A	Reserved Dring Installation	1	L.S.	\$1,000.00	\$1,000.00	1	100%	\$1,000.00	0	\$0.00	
24	Contingency Allowance	0.2272667	L.S.	\$75,000.00	\$17,250.00	0	0%	\$0.00	0.2272667	\$17,250.00	UNDERBILL
Grand Contract Price					\$1,512,704.00			\$1,512,704.00			
Final Project Cost					\$1,512,704.00			\$1,512,704.00			
Final Overbill					\$			\$1,704.00			
Final Underbill					\$			\$1,704.00			
Current Contract Price					\$282,700.00			\$282,700.00			
Final Net Underbill					\$285,996.00			\$285,996.00			



#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

Table with 2 columns: Change in Contract Price, Change in Contract Times. Rows include original contract price (\$2,295,732.00), change from previous orders (N/A), price prior to change order (\$2,295,732.00), change this order (\$63,045.10), and price incorporating change order (\$2,232,686.90). Contract times remain October 31, 2023 for substantial completion and November 30, 2023 for final payment.

Recommended by Engineer
By: [Signature]
Title: Design Engineer
Date: November 3, 2023

Accepted by Contractor
[Signature]
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
 Highway's Project No.: M196426
 Contractor's Project No.: 22-0146
 Date: 11/3/23

Final Payment Summary
 Town of Hallowell
 Button Road Lower Newtown Road, Hallowell Road Water Main Extensions

Bid Item No.	Description	Bid Item Quantity	Unit	Unit Price	Total Value of Item (\$)	Final Included Quantity	Quantity % Complete	Project Final Cost	Quantity Remaining	Cost Remaining	Overrun/Underrun	
1A	Mobilization, Demobilization, and General Conditions	1	L.S.	\$84,000.00	\$84,000.00	1	100%	\$83,000.00	0	\$0.00	UNDER RUN	
2A	Work Zone Traffic Control	1	L.S.	\$55,000.00	\$55,000.00	1	100%	\$55,000.00	0	\$0.00	UNDER RUN	
3A	Shutrunner and Inlet Control	1	L.S.	\$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	1333	66%	\$1,333.00	165	\$16,500.00	UNDER RUN	
6A	12" DI9 HDPE	13300	LF	\$184.00	\$2,443,200.00	2405	18%	\$437,620.00	10895	\$2,005,580.00	UNDER RUN	
7A	9" DI6 HDPE	2000	LF	\$68.00	\$136,000.00	1700	85%	\$115,600.00	300	\$20,400.00	UNDER RUN	
8A	Line Shifting Excavation	17000	CY	\$0.01	\$170.00	17000	100%	\$170.00	0	\$0.00	UNDER RUN	
9A	Construction to Building 12" DIP Water Main along Elmore Road	1	L.S.	\$7,500.00	\$7,500.00	1	100%	\$7,500.00	0	\$0.00	UNDER RUN	
8B	Construction to Building 12" DI11 HDPE Water Main at NY8 Route 216	1	L.S.	\$10,200.00	\$10,200.00	1	100%	\$10,200.00	0	\$0.00	UNDER RUN	
8C	Construction to Building 12" DIP Water Main at Elmore Rd and Button Rd	1	L.S.	\$10,200.00	\$10,200.00	1	100%	\$10,200.00	0	\$0.00	UNDER RUN	
8D	Construction to Building 24" DIP Water Main at Old Chubbuck Trail on Lower Newtown	1	L.S.	\$15,000.00	\$15,000.00	1	100%	\$15,000.00	0	\$0.00	UNDER RUN	
8E	Construction to Building 12" DI11 HDPE Water Main at Button RD	1	L.S.	\$7,500.00	\$7,500.00	1	100%	\$7,500.00	0	\$0.00	UNDER RUN	
9A	Pipe Zone bedding and Backfill	5200	CY	\$0.01	\$52.00	5200	100%	\$52.00	0	\$0.00	UNDER RUN	
9B	Select French Backfill, hydraulic (smooth tapered aggregate)	3000	CY	\$0.01	\$30.00	3000	100%	\$30.00	0	\$0.00	UNDER RUN	
9C	Select French Backfill, hydraulic (smooth tapered aggregate)	8000	CY	\$0.01	\$80.00	8000	100%	\$80.00	0	\$0.00	UNDER RUN	
9D	Non-Set French Backfill (best available material)	1000	CY	\$0.01	\$10.00	1000	100%	\$10.00	0	\$0.00	UNDER RUN	
10A	12" x 12" HDPE 9 HDPE Reducer	2	EA	\$750.00	\$1,500.00	1	50%	\$750.00	1	\$750.00	UNDER RUN	
10B	12" x 12" HDPE 9 HDPE Reducer	2	EA	\$750.00	\$1,500.00	1	50%	\$750.00	1	\$750.00	UNDER RUN	
10C	9" DI11 HDPE 24" DI9 Bond	1	EA	\$750.00	\$750.00	1	100%	\$750.00	0	\$0.00	UNDER RUN	
10D	9" DI9 HDPE 24" DI9 Bond	1	EA	\$750.00	\$750.00	0	0%	\$0.00	1	\$750.00	UNDER RUN	
10E	12" DI9 HDPE 48" DI9 Bond	1	EA	\$750.00	\$750.00	0	0%	\$0.00	1	\$750.00	UNDER RUN	
11A	Typical Manhole	2	EA	\$25,000.00	\$50,000.00	0	0%	\$0.00	2	\$50,000.00	UNDER RUN	
12A	Concrete Throat Collar	2	EA	\$3,500.00	\$7,000.00	5	250%	\$17,500.00	-3	\$10,500.00	OVER RUN	
13A	Reinforced Valve Assembly	2	EA	\$3,000.00	\$6,000.00	2	100%	\$6,000.00	0	\$0.00	UNDER RUN	
14A	12" Gate Valve (flangeless only)	16	EA	\$10,000.00	\$160,000.00	16	100%	\$160,000.00	0	\$0.00	UNDER RUN	
14B	12" Gate Valve (flangeless only)	23	EA	\$4,500.00	\$103,500.00	26	113%	\$117,900.00	-3	\$13,400.00	OVER RUN	
14A	12" Water Service (ethylene acid)	23	EA	\$2,000.00	\$46,000.00	2	9%	\$4,000.00	21	\$42,000.00	OVER RUN	
14B	12" Water Service (ethylene acid)	23	EA	\$18,000.00	\$414,000.00	2	9%	\$36,000.00	21	\$378,000.00	OVER RUN	
15A	Shutrun Coupler	1200	CY	\$0.01	\$12.00	1200	100%	\$12.00	0	\$0.00	UNDER RUN	
16A	Asphalt Interseal	600	TON	\$10.00	\$6,000.00	140	23%	\$1,400.00	460	\$4,600.00	UNDER RUN	
17A	Asphalt Driveway Replacement (Shiller and top)	28	TON	\$100.00	\$2,800.00	48	171%	\$4,800.00	-20	-\$2,000.00	OVER RUN	
18A	Pre-Insulated Pressure Reducing Valve Station	1	EA	\$170,350.00	\$170,350.00	1	100%	\$170,350.00	0	\$0.00	UNDER RUN	
19A	Topsoil and Bedding	10000	CY	\$0.01	\$100.00	10000	100%	\$100.00	0	\$0.00	UNDER RUN	
20A	Water Main Excavation	1	L.S.	\$100.00	\$100.00	0	0%	\$0.00	1	\$100.00	UNDER RUN	
21A	Utility Locating-AISCN Quality Level A	30	L.S.	\$4,000.00	\$120,000.00	19	63%	\$76,000.00	11	\$44,000.00	UNDER RUN	
22A	Second Documentation	1	L.S.	\$4,000.00	\$4,000.00	0	0%	\$0.00	1	\$4,000.00	UNDER RUN	
23	Contingency Allowance	1	L.S.	\$24,700.00	\$24,700.00	0	0%	\$0.00	1	\$24,700.00	UNDER RUN	
24	Backfill Layer	1	L.S.	\$24,700.00	\$24,700.00	0	0%	\$0.00	1	\$24,700.00	UNDER RUN	
Overruns see items 12A, 14B, and 15A					\$2,419,732.00	Final Project Total					\$1,232,658.00	UNDER RUN

Current Contract Price \$2,295,732.00
 Double Net Underrun \$2,232,658.00

Total Overruns \$ (18,698.00)
 Total Underruns \$ 51,624.10
 Net Underrun \$ 32,926.10

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> (Authorized signature)	By:	_____	By:	<u>Anna Williams</u>
Title:	<u>Design Engineer</u>	Title:	_____	Title:	<u>President</u>
Date:	<u>11/3/2023</u>	Date:	_____	Date:	<u>11/16/2023</u>



Engineering and
Land Surveying, P.C.

SUBSTANTIAL COMPLETION PUNCHLIST

PROJECT: Burton Road, Lower Newtown Road, and Hayner Road Water Main Extension
 INSPECTION CONDUCTED BY: Pete Holland / Briana Fitzgerald / Dan Giblin
 DISCIPLINE: Utilities (U/UMW)
 INSPECTION NUMBER 1ST: [X] 2ND: [] 3RD: [] FINAL: []

CONTRACT NO.: 994.26
 CONTRACTOR: Ballymy Construction
 DATE OF INSP: 8/11/2023
 DATE OF ISSUE: 11/9/2023

GENERAL NOTES:

1. This punchlist applies to the installation of the water main and appurtenances as well as final site reclamation.
- 2.
- 3.

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

NUMBER	PHOTO	DESCRIPTION	NOT INSTALLED	INCOMPLETE	IMPROPERLY INSTALLED	DAMAGED	ESTIMATED VALUE	2X ESTIMATED VALUE
1	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. Medium stone shall be added around the pressure reducing valve station sump outlet to mitigate potential erosion.	X		X			
2								
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 Fees (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.

The Parties have caused this Agreement to be executed by their duly authorized officers or representatives with intent to be bound as of the Effective Date.

Town of Halfmoon

MaintainX, Inc.

By _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

DRAFT

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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 02 - PC Date: December 21 st , 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:


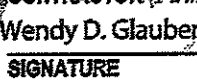
Contract 02 - Allowance 01 - General Use - \$15,000.00 (Original Allowance)
 Less Allowance Authorization 01 \$6,074.86
 Remaining Allowance deducted from Contract Sum \$8,925.14

The original Contract Sum was	\$ 231,400.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 231,400.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 8,925.14
The new Contract Sum including this Change Order will be	\$ 222,474.86

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)  SIGNATURE Nicholas Lobosco, R.A., Project Manager PRINTED NAME AND TITLE 11/13/2023 DATE	John W. Danforth Company CONTRACTOR (Firm name) Wendy D. Glauber  SIGNATURE Wendy D. Glauber, General Counsel PRINTED NAME AND TITLE 11/20/2023 DATE	Town of Halfmoon OWNER (Firm name) SIGNATURE PRINTED NAME AND TITLE DATE
--	---	--

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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.)

Deduction of Allowance Contingency funds not used as follows:


Contract 03 - Allowance 01 - General Use - \$15,000.00 (Original Allowance)
Less Allowance Authorization 01 2,800.00
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 UNLESS SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

C.T. Male Associates
ARCHITECT (Firm name)

SIGNATURE
Nicholas Lobosco, R.A., Project Manager
PRINTED NAME AND TITLE
11/13/2023
DATE

John W. Danforth Company
CONTRACTOR (Firm name)
Wendy D. Glauber
SIGNATURE
Wendy D. Glauber, General Counsel
PRINTED NAME AND TITLE
11/20/2023
DATE

Town of Halfmoon
OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

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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: JE
Initials

Federal aid Local Project Agreement

COMPTROLLER'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 Plaza 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: _____
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Date Prepared: 11/16/2023 By: fe
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" - 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.

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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.

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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 (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 Hartmoon
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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 may 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

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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

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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.

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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 costs 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

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[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

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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).

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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 THE TOWN OF HALFMOON

(Locally Administered Project)

RESOLUTION NUMBER _____:

#331

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 of the Town of Halfmoon duly convened does hereby

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

RESOLVED, that the Town Board of the Town of Halfmoon hereby authorizes the payment 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) hereby appropriated from the General Fund 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, Town Board of the Town of Halfmoon 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 Supervisor of the Town of Halfmoon 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 Board 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

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

- 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

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

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

1.0 Basic Agreement

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

2.0 General Considerations

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

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

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

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

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

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

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

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

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

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

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

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

3.0 Payment for Services

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

4.0 Additional Services

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

5.0 Dispute Resolution

Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. Dispute matters other than a claim by Consultant for payment of fees and the payment of fees shall be resolved by the Consultant. Owner and Consultant agree that they shall not submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant shall participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties shall mutually agree to an alternative dispute resolution of their choice, or (2) the parties shall seek to have the Dispute resolved by a court of competent jurisdiction.

6.0 Accrual of Claims

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

7.0 Controlling Law

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

8.0 Successors, Assigns, and Beneficiaries

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

9.0 Termination

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

10.0 Total Agreement/Severability

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