

## ADP Price Agreement

**2016-121)** Amend 2013-180 adopted September 12, 2013 to eliminate 2 percentile increase for 2016 and further authorize Supervisor Dowds to execute and administer a Thirty-Six Month Price Agreement dated April 15, 2016 with Automatic Data Processing, Inc. (ADP) for payroll processing services in an amount not to exceed \$5,796.20 and timeclock managing services in an amount not to exceed \$3,993.17, provided to the Town of Schodack with no percentile increase for 2016 and 2 percentile increases in 2017 and 2018.

### Amend with:

**2016-XXX)** Amend 2016-121 (which amended previous Resolution 2013-180 adopted September 12, 2013) to eliminate 2 percentile increase for 2016 and further authorize Supervisor Dowds to execute and administer a Thirty-Six Month Price Agreement dated April 15, 2016 with Automatic Data Processing, Inc. (ADP) for payroll processing services and timeclock managing services provided to the Town of Schodack with **no percentile increases for 2016 and 2017, and a 2 percentile increase effective 4/15/18.**

This amendment also removes the not to exceed annual amounts that ADP provided; these amounts were based on the last payroll processed, which was a Quarterly payroll with only 37 pays.

To compare to a more realistic annualized amount, the average number of pays is estimated to be 74 on a bi-weekly basis:

	<u>Old Pricing</u>	<u>New Pricing</u>	<u>Savings</u>	<u>% Savings</u>
Payroll Processing/Rpts/Taxes/W-2s	\$ 12,917.08	\$ 7,527.80	\$ 5,389.28	42%
Time & Attendance Software/Hdwre	4,724.45	3,993.17	731.28	15%
	<u>\$ 17,641.53</u>	<u>\$ 11,520.97</u>	<u>\$ 6,120.56</u>	<b>35%</b>

### History

2013 \$ 16,815.15  
 2014 \$ 18,618.64  
 2015 \$ 19,330.22

**2016 Budget - ADP Fees** \$ 21,500.00

**2016 Estimate - ADP Fees** \$ 17,000.00  
 (Old pricing through 4/15/16; New pricing balance of year)

**2017 Estimate - ADP Fees** \$ 11,521.00  
 Other costs (supplies, fluctuation in number of pays) 1,500.00  
**\$ 13,021.00**

**Rensselaer County Department for Youth**  
**and**  
**Town of Schodack - Day Camp Program**  
**2016 AGREEMENT**

**THIS AGREEMENT**, made the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **RENSSELAER COUNTY DEPARTMENT FOR YOUTH**, an agency of the COUNTY OF RENSSELAER, whose principal place of business is situated in the Flanigan Square, 547 River Street, in the City of Troy, County of Rensselaer and State of New York, (hereinafter "Youth"), and **Town of Schodack** whose principal place of business is **265 Schuuman Road, Castleton, NY 12033**, (hereinafter "Vendor"),

**WITNESSETH:**

**WHEREAS**, Youth is a department of the County of Rensselaer, duly established and existing by virtue of Article 16 of the Rensselaer County Charter; and

**WHEREAS**, the Vendor is desirous of availing itself of funds resulting from the implementation of the project described in and made a part hereof; and

**WHEREAS**, Youth, in pursuance thereof, has made application to the New York State Office of Children & Family Services for funds for a youth development and delinquency prevention project to be provided by Vendor;

**NOW THEREFORE**, in consideration of the mutual promise set forth herein,

**The parties hereto agree as follows:**

1. Vendor hereby agrees to provide the **Schodack Day Camp**. The Town of Schodack Day Camp is a program designed to provide the youths of Schodack with a variety of activities that allow them to interact in a positive manner. Through various activities, participants learn to cooperate with others, communicate wants and needs effectively, and become tolerant of the differences of others. The learn to swim program accesses campers at the start of camp to determine swim level, and those skills are built upon to increase campers swim ability. Sports, such as soccer and kickball are offered to ensure physical activity and endurance. It will provide each camper with the opportunity to learn the basic fundamentals of each sport and enjoy it with a certain level of success. Youth, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$3,472.00**, payable in the manner as hereinafter set forth.

2. Vendor agrees to bill Youth for said services in one full claim at the end of the contract, or as the parties may from time to time during the term of the within contract agree.

3. Vendor agrees as follows:

(a) to make available for audit and inspection by Youth, the Chief Fiscal Officer of the County, the New York State Office of Children & Family Services and/or the New York State Comptroller, its plant facilities, financial and other statistical records used in connection with the improved and expanded youth programs provided for in this contract, and to keep such records available for inspection by properly qualified personnel of the county or of the state;

(b) to report to the County, Youth, and/or the New York State Office of Children & Family Services at such times and in such manner and form as is prescribed by them, the services performed pursuant to this Agreement, and to similarly certify all expenditures which the agency claims to have made pursuant to said Agreement;

(c) to comply with such rules and regulations as the County, Youth, and the State may make from time to time pursuant to law;

(d) to take out and maintain liability insurance satisfactory to the County and Youth on all locations and facilities in an amount **not less than \$1,000,000 per occurrence**;

(e) to submit proof of required Worker's Compensation and Disability Benefits coverage; or proof that coverage is not required, in accordance with Section 57 of the Worker's Compensation Law and Section 220, subdivision 8 of the Disability Benefits Law; Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County of Rensselaer. Accordingly, Vendor agrees to indemnify and hold harmless the County of Rensselaer, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the vendor, its agents or employees which occurs during the performance of the services to be provided hereunder. Vendor further agrees to maintain during the term of this agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County, proof of all such insurance coverage at the time of the execution of this agreement by Vendor.

All Vendors must submit three certificates of insurance: one for Worker's Compensation, one for Disability Insurance Coverage, and one for Liability Insurance Coverage. All Certificates must name the Certificate Holder as follows:

Rensselaer County  
Attn: Rensselaer County Attorney  
Ned Pattison County Government Center  
1600 Seventh Avenue  
Troy, NY 12180

(f) not to assign, transfer, convey, sub-lease or otherwise dispose of this agreement or the right, title or interest herein or the power to execute the same to any other person, partnership, company, or corporation without the express written consent of the County;

(g) that this Agreement may be terminated by Youth or Vendor with thirty (30) days prior written notice to the other;

(h) to conform with the "Governor's anti-discrimination clause in contracts" as of the memorandum dated November 20, 1963.

(i) that Vendor will notify Youth immediately in the event of the closing or defunding of Vendor and simultaneously notify Youth of the existence of any equipment purchased with New York State Office of Children and Family Services funds and allow Youth to retain any such equipment.

4. Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County of Rensselaer. Accordingly, Vendor agrees to indemnify and hold harmless the County of Rensselaer, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the vendor, its agents or employees which occurs during the performance of the services to be provided hereunder. Vendor further agrees to maintain during the term of this agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor .

5. This Agreement is conditional upon and shall be valid and effective only upon the approval of the foregoing project by the New York State Office of Children & Family Services, and upon the agreement by the New York State Office of Children & Family Services to reimburse Youth one hundred percent (100%) of the total amount paid over to Vendor by Youth.

6. If, during the term of this Agreement, the applicable State agencies shall fail to approve full State Aid in reimbursement to the County for payments made by Youth to Vendor, for any reason whatsoever, then Youth may deduct and withhold from any payment due pursuant to this Agreement, an amount equal to the reimbursement denied by the applicable State Agencies, and Youth's obligation hereinunder shall be reduced by such amount.

7. Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for payment of any goods, labor or services to be furnished by the Vendor under the terms and provisions of this agreement, and that in the event such funding shall not be forthcoming, this agreement may be terminated by the County upon reasonable prior written notice to Vendor.

8. The term of the within Agreement shall commence on **June 1, 2016**, and shall terminate on **August 31, 2016**.

9. Medicaid Compliance: The Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. the General Services Administration's Federal Excluded Party List System or any successor list;
- b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Vendor, Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification.

The County further reserves its right to cancel this agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

10. Executive Order 38: The Vendor hereby covenants and agrees that it is familiar with Governor Cuomo's Executive Order No. 38 and the State departmental rules and regulations that apply thereto. The Vendor hereby states that it is in compliance therewith.

More specifically:

- a) The Vendor hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than eighty-five percent thereof shall be applied to covered operating expenses rather than administrative expenses.
- b) The executive compensation for the Vendor does not exceed \$199,000 per year.
- c) The Vendor shall report to the State or its designee as required by the applicable rules and regulations.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written.

**RENSSELAER COUNTY**

BY: \_\_\_\_\_

KATHLEEN M. JIMINO

*COUNTY EXECUTIVE*

DATE: \_\_\_\_\_

**TOWN OF SCHODACK**

BY: \_\_\_\_\_

DENNIS DOWD

TITLE: TOWN SUPERVISOR

DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**

**DATE:**

\_\_\_\_\_

\_\_\_\_\_

*COUNTY ATTORNEY*

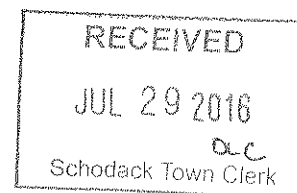
**APPROVED:**

**DATE:**

\_\_\_\_\_

\_\_\_\_\_

OFFICE OF THE BUDGET



July 27, 2016

Mr. Dennis Dowds  
Town of Schodack  
265 Schuurman Road  
Castleton, NY 12033

Dear Mr. Dowds:

My name is Bruce Hotaling and I live at 1333 South Schodack Road. We have lived at this address for 13 years. During those years we have invested time and money to keep our mobile home and property in good condition.

The trailer was built in 1989 and it is to the point where it would not be cost effective to put any more money into it and we feel it is time to upgrade. I would like to remove the old trailer and replace it with a new more efficient trailer set on a new slab according to code.

I hereby ask that the board consider my request.

Thank you.

Sincerely,

*Bruce Hotaling*

Bruce C. Hotaling  
Ph. 518-368-1331



**COUNTY OF DUTCHESS**

**MARCUS J. MOLINARO**

COUNTY EXECUTIVE

July 8, 2016

Dear Supervisor,

Earlier this month, the City of Troy became the first municipality in New York State to adopt Dutchess County's "Think DIFFERENTLY" initiative, doing so unanimously. I respectfully ask your town to similarly consider our "Think DIFFERENTLY" initiative, which would be a great step forward for residents with special needs – one that can be replicated throughout our state.

Since its inception in 2015, our "Think DIFFERENTLY" initiative has been embraced throughout Dutchess County, and the message has resonated greatly in our community – from businesses and organizations learning how to better welcome their neighbors with special needs, to a greater sense of inclusiveness among residents of all abilities. Dutchess County has also partnered with local sponsors to offer free movie days and picnics for our children with special needs and their families, exemplifying our desire to have every resident, regardless of ability, feel welcome in their own community.

"Think DIFFERENTLY" is a call to action, a genuine challenge to determine if we have it within ourselves to look past our differences and treat others the way we would hope to be treated. Too often, too many with special needs are overlooked and their unique abilities ignored. Instead, we seek to lift each other up and embrace all residents of all abilities.

As the father of a daughter who lives on the autism spectrum, I sincerely ask you to answer our call and consider adopting "Think DIFFERENTLY" in your town. I envision other cities, towns and villages across the state following your lead; and together, we can make our state a model for the nation, letting citizens from Maine to Florida to California know that in New York, we "Think DIFFERENTLY."

Enclosed is a draft resolution for your review. I encourage you to call me at (845) 486-2000 or e-mail me at [countyexec@dutchessny.gov](mailto:countyexec@dutchessny.gov) should you need more information.

Best regards,

Marcus J. Molinaro  
Dutchess County Executive

1 **Town/Village/City of \_\_\_\_\_**  
2 **Town/Village/City of \_\_\_\_\_ Board**  
3 **Resolution**

4 **Resolution Calling On Town/Village/City of \_\_\_\_\_, Residents And**  
5 **Business Owners To Adopt The “Think Differently” Initiative To Assist Individuals**  
6 **With Special Needs And Their Families**

7 **WHEREAS**, the “Think Differently” initiative is about promoting awareness and acceptance of  
8 all people, and advocating for the inclusion of all individuals living on the Autism Spectrum and  
9 with special needs; and

10 **WHEREAS**, our state and communities are stronger because of our diversity and differences;  
11 and

12 **WHEREAS**, according to the Center for Disease Control (CDC) over 55 million people, or  
13 approximately 19% of Americans, have a type of disability or special need; and

14 **WHEREAS**, for some people with special needs, the very things that make them unique can  
15 also keep them on the sidelines, separate from those who might not understand their differences  
16 or uniqueness; and

17 **WHEREAS**, it is important to promote and provide guidance to those with special needs on  
18 how to access publically supported services available to them in the community; and

19 **WHEREAS**, it is important to encourage and educate the community and businesses on ways  
20 they can make facilities and services more accessible and on how to train staff to welcome and  
21 support special needs customers and co-workers; and

22 **WHEREAS**, the goal of this initiative is to provide a supportive and inclusive environment for  
23 individuals of all abilities by supporting community events that expand family friendly  
24 opportunities for people with special needs and their families; and

25 **WHEREAS**, adopting the “Think Differently” initiative is an important statement that our  
26 Town/Village/City officials, business owners and residents can make to show their support for  
27 the differently-abled children and adults with special needs, and their families.

28 **NOW, THEREFORE, BE IT RESOLVED**, that the Town/Village/City of \_\_\_\_\_,  
29 residents and business owners to adopt the “Think Differently” initiative so that all are better  
30 prepared to communicate with, provide for, and support those living on the Autism Spectrum  
31 and with special needs.



2016-196



ENGINEERING • ARCHITECTURE • SURVEYING • PLANNING

August 2, 2016  
VIA EMAIL & MAIL

Dennis Dowds, Supervisor  
Town of Schodack  
Schodack Town Hall  
265 Schuurman Road  
Castleton, New York 12033

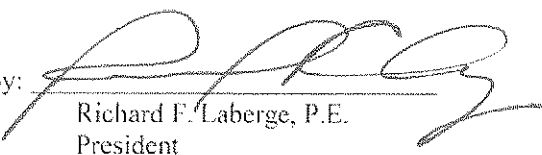
Re: Professional Services Agreement  
Addendum No. 2016-10  
Schodack CSD Sewer District  
Town of Schodack, New York

Dear Supervisor Dowds:

Transmitted herewith are three copies of our Professional Services Agreement Addendum No. 2016-10 for your review, comment and approval. Upon review and execution, please return one fully executed copy to our office.

If you have any questions or comments, please contact our office.

Very truly yours,  
LABERGE GROUP

By:   
Richard F. Laberge, P.E.  
President

RFL: ejb  
Enc.

C: Town Board Members, (via email only)  
Dawne Kelley, w/enc. (via email only)  
Paul Harter, Comptroller, w/enc. (via email only)

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**CONTRACT ADDENDUM NO. 2016 – 10**  
**(Schodack CSD Sewer District)**

**DATED: August 2, 2016**

**TO**  
**Agreement for Professional Services**  
**(Original agreement date: January 3, 2011)**

The original Agreement, between Town of Schodack, Rensselaer County, New York, the OWNER and Laberge Group, the ENGINEER is hereby amended as follows:

This Addendum authorizes services regarding planning, design and construction phase services for the extension of sewer service to the Schodack CSD campus on Maple Hill Road as described in ENGINEER's letter dated July 23, 2015.


Said services shall be performed on a lump sum basis for \$278,900 including normal reimbursable expenses.

This Addendum shall be attached to and form a part of the Contract Documents.

**TOWN OF SCHODACK**

BY: \_\_\_\_\_  
Dennis Dowds, Supervisor

**LABERGE GROUP**

BY:   
Richard F. Laberge, P.E., President

July 23, 2015

Dennis Dowds, Supervisor & Town Board Members  
Town of Schodack  
265 Schuurman Road  
Castleton, New York 12033

Re: Professional Services Proposal  
Schodack Central Schools Sewer  
District Extension  
Town of Schodack, New York

Dear Supervisor & Town Board Members:

In order facilitate the extension of sewer to Schodack Central School District's (SCSD) Maple Hill Campus, there are several steps required prior to implementation. These steps include:

- Preparation of a Preliminary Engineering Report suitable for District Formation/Extension;
- Preparation of an Environmental Assessment for the purposes of SEQRA review and related SEQRA documents;
- Preparation of Site Survey;
- District Formation;
- Development of Plans and Specifications;
- Permitting and;
- Construction

As requested, Laberge Group proposes the following scope of services to assist the Town in the preparation of required documents for this project.

**TASK A – Preliminary Engineering Report & Concept Design**

1. General coordination with Town, Schodack Central School District and the Village of Castleton-on-Hudson.
2. Coordinate with special district counsel to prepare an agreement between the Town and the School District regarding the responsibilities of both parties.
3. Review Regulatory Agency Requirements.

4. Gather geotechnical information regarding the proposed sewer route and pump station location. We have included a \$10,000 allowance for these services.
5. Locate the bounds of any State or Federal wetlands utilizing the services of a certified wetland biologist. We have included a \$6,000 allowance for these services.
6. Coordinate with Town and Agencies to determine concept layout.
7. Develop sketches for review by Town, NYSDEC, County Health Department, and County Highway Department.
8. Coordinate with Regulatory Agencies regarding design concept and permitting requirements.
9. Prepare a Map, Plan and Report including all requisite mapping and descriptions for creation of a sewer district extension.

#### **TASK B – SEORA Requirements**

Prior to formation of the sewer district extension, design and construction, the Town must make a determination of environmental significance for the project.

1. Prepare an Environmental Assessment Form and site location maps. It assumed that an Environmental Impact Statement will not be required.
2. Determine if threatened or endangered species are located within the project area. (These services are included in the allowance previously identified for wetlands.)
3. Prepare Letters to involved agencies requesting the Town be the lead agent for the coordinated review of the project.
4. Submit a Project Review package to the State Historic Preservation Office (SHPO). SHPO review is require due to the need to obtain a permit from the NYS Department of Environmental Conservation. Based upon previous experience, it is likely that the SHPO will require a Phase IA and B cultural resource survey. These surveys must be performed by qualified archaeologists. Coordinate with archaeologists if cultural resource surveys are required. We have included a \$10,000 allowance for these services.
5. Prepare proposed resolutions for either a positive or negative declaration as required.
6. Prepare the negative or positive declaration as required. (For estimating purposes it is assumed a negative declaration will be required.)

**TASK C – Site Survey**

1. Conduct field control for aerial topographic survey along the proposed collection system and force main route.
2. Obtain Aerial Topographic Survey.
3. Conduct Deed and Right-of-Way research along proposed force main route.
4. Research and obtain existing right-of-way mapping from Rensselaer County Highway Department.
5. Field locate existing utilities, drainage structures, sewer collection structures and structures along proposed force main route.
6. Create base plan maps for sewer route and site.

**TASK D – District Formation**

1. Assist special district counsel in the creation of the required Town Board resolutions establishing the district.
2. Attend the required public hearing if required by the Town prior to establishment of the district and respond to any questions or comments posed at the hearing.

**TASK E – Preliminary Design**

Based on information and comments received from the Town and regulatory agencies and an approval of the concept design by the Town, this office will prepare preliminary plans for permitting purposes.

1. Review site plan layout, design information and information regarding the new pump station and forcemain.
2. Coordinate with Schodack Central School District regarding the location and interconnection of effluent piping from the Maple Hill Campus.
3. Field visits to obtain existing site information for utility design.
4. Design of the pump station and force main to accommodate the anticipated existing and future flows.
5. Prepare preliminary layout and design.
6. Prepare profile drawings along the entire route of the collection system and force main.
7. Prepare details of roadway and stream crossings.

8. Prepare an engineering report and calculations confirming that the pump station design and the proposed improvements on a component by component basis are in accordance with the Recommended Standards for Wastewater Facilities (10 State Standards).
9. Preparation of preliminary site construction plans for the improvements.
10. Prepare preliminary opinion of cost.
11. Prepare permit applications and submit to the Rensselaer County Department of Health and or NYSDEC, Village (if necessary) and Town for review and comment.

**TASK F – Final Design**

1. Prepare final collection system, pump station and force main plans.
2. Prepare final miscellaneous detail drawings.
3. Prepare Final Engineers Report including calculations.
4. Prepare final opinion of probable construction cost.
5. Coordination with Regulatory agencies, Town, and Schodack Central School District.
6. Submittal of the final construction drawings to the regulatory agencies and Town for approval.
7. Prepare project specifications for construction.

**TASK G – Bidding or Negotiating Phase**

Upon receipt of the Town's written approval of the Construction Contract Documents and latest Opinion of the Probable Construction Cost, and authorization to proceed with the Bidding Phase, assist the Town (OWNER) in obtaining bids, in analyzing bids and proposals, and in awarding the Construction Contract.

**TASK H – Construction Phase – Administration of the Construction Contract**

As part of the Construction Phase services, Laberge Group (ENGINEER) shall perform the following tasks associated with the project:

1. Act as the OWNER'S representative with duties and responsibilities and limitations of authority as described in the General Conditions to the Construction Contract.
2. Advise and consult with the OWNER during the Construction Phase. The ENGINEER shall issue the OWNER'S authorized instructions to the Contractor.

3. Make visits to the site of the construction to observe the progress and quality of the construction work and to determine, in general, if the results of the construction work are in general accordance with the Drawings and the Specifications.
4. Review the Contractor's requests for progress payments, and based upon data or observation, advise the OWNER as to the ENGINEER'S opinion of the extent of the work completed in accordance with the terms of the Construction Contract as of the date of the Contractor's payment request and issue, for processing by the OWNER, a Recommendation for Payment in the amount owed the Contractor.
5. Make recommendations to the OWNER on all claims relating to the execution and progress of the construction work.
6. Notify the OWNER of permanent work which does not conform to the result required in the Construction Contract, prepare a written report describing any apparent non-conforming permanent work and make recommendations to the OWNER for its correction and, at the request of the OWNER, have recommendations implemented by the Contractor.
7. Review shop drawings, samples, and other submittals of the Contractor only for general conformance to the design concept of the project and for general compliance with the Construction Contract only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
8. Prepare statement of substantial completion for OWNERS approval.
9. Conduct a construction progress review related to the Contractor's date of completion; receive written guarantees and related data assembled by the Contractor; and issue to the OWNER a Recommendation for Final Payment.

#### **TASK I – Construction Observation**

Laberge Group shall provide Resident Project Representative Services to give the OWNER more extensive on-site representation during the Construction Phase.

The specific duties and responsibilities of the Resident Project Representative are enumerated as follows:

1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by the Contractor and consult with the ENGINEER concerning their acceptability.
2. Conferences: Attend pre-construction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the ENGINEER and notify those expected to attend in advance. Attend meetings, and maintain and circulate copies of minutes thereof.

3. Liaison:
  - a. Service as ENGINEER'S liaison with the Contractor, working principally through Contractor's superintendent and assist them in understanding the intent of the Contract Documents. Assist the ENGINEER in serving as OWNER'S liaison with the Contractor when Contractor's operations effect OWNER'S on-site operations.
  - b. As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the work.
  - c. Alert Contractor directly and through their superintendent, to the hazards involved in accepting or acting upon instructions from OWNER or others, except instructions transmitted through ENGINEER or themselves.
4. Shop Drawings and Samples:
  - a. Receive and record date of receipt of Shop Drawings and samples, which have been reviewed by the ENGINEER.
  - b. Receive samples which are furnished at the site by the Contractor for ENGINEER'S review and notify ENGINEER of their availability for examination.
  - c. Advise ENGINEER and Contractor or their superintendent immediately of the commencement of any work requiring a Shop Drawing or sample submission if the submission has not been reviewed by ENGINEER.
5. Review of Work, Rejection of Defective Work, Observations and Tests:
  - a. Conduct on-site observations of the work in progress to assist ENGINEER in determining that the project is proceeding in accordance with the Contract Documents and that completed work will conform to the requirements of the Contract Documents.
  - b. Report to the ENGINEER whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the requirements of the Contract Documents, or does not meet the requirements of any review, tests or approval required to be made; and advise the ENGINEER when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing or review.
  - c. Review that tests, equipment and systems start-ups, and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that the Contractor maintains adequate records thereof; observe, record and report to the ENGINEER appropriate details relative to the test procedures and start-ups.



- d. Accompany visiting officials representing public or other agencies having jurisdiction over the project, record the outcome of these reviews and report to the ENGINEER.
6. Interpretation of Contract Documents: Transmit to the Contractor, the ENGINEER'S clarification and interpretations of the Contract Documents.
7. Modifications: Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to the ENGINEER.
8. Records:
  - a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents, including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER'S clarifications and interpretations of the Contract Documents, progress reports and other project related documents.
  - b. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to the ENGINEER.
  - c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of equipment and materials.
9. Reports:
  - a. Furnish ENGINEER periodic reports as required of progress of the work and Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.
  - b. Consult with ENGINEER in advance of scheduled major tests, reviews or start of important phases of the work.
10. Payment Requisitions: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to the ENGINEER, noting particularly, their relation to the schedule of values, work completed and materials and equipment delivered at the site.
11. Guarantees, Certificates, Maintenance & Operation Manuals: During the course of the work, review that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this material to the ENGINEER for their review and forwarding to OWNER prior to final acceptance of the project.

12. Completion:

- a. Before the ENGINEER issues a Statement of Substantial Completion, submit to the Contractor a list of observed items requiring correction.
- b. Conduct final review in the company of ENGINEER, OWNER and Contractor, and prepare a final list of items to be corrected and/or completed.
- c. Review that all items on final list have been corrected and make recommendations to the ENGINEER concerning acceptance

FEE

Laberge Group proposes the following lump sum fee estimate. Allowances mentioned in this scope are outlined below the fee estimate:

TASK A – Preliminary Engineering Report	\$ 13,700
TASK B – SEQRA Requirements	\$ 3,400
TASK C – Site Survey	\$ 22,000
TASK D – District Formation	\$ 7,000
TASK E – Preliminary Design	\$ 36,500
TASK F – Final Design	\$ 17,300
TASK G - Bidding Phase Services	\$ 6,000
TASK H - Construction Phase	\$ 24,000
TASK I - Construction Observation	\$115,000
<b>Total Lump Sum Fee</b>	<b>\$244,900</b>
Reimbursable Expense Allowance	\$ 8,000
Archeology Allowance	\$ 10,000
Geotechnical Allowance	\$ 10,000
Wetlands/Endangered Allowance	\$ 6,000
<b>Total Estimated Cost</b>	<b>\$278,900</b>

The allowances included in the above and outlined in the scope are likely costs provided that no additional studies are required due to wetland issues, archeological issues, endangered species, etc. Additional funds may be needed to complete studies required by permitting agencies.

**ASSUMPTION TO THE SCOPE OF WORK**

The following assumptions were made in developing this proposal. Any deviation from these assumptions will require a change to the scope of services and to the fee which will be agreed to in writing before proceeding with the work.

1. Fee excludes consideration of alternative equipment after concept design approval by client and regulatory agencies.
2. Preparation of up to two (2) easements is included.
3. Fee excludes additional submittals, reviews, permits.
4. Fee excludes material testing during construction. Any required testing shall be paid by the Contractor or Owner.
5. The construction period is assumed not to exceed 8 months.
6. The Construction Observation fee is based upon the successful contractor providing "average" performance. If problems with the contractor occur then additional fees may be necessary.
7. Full time construction observation will be required any time work is taking place within a County or Town Right of Way and/or is work that will not be visible after installation.
8. Contractor work hours will be no more than 40 hours per week.

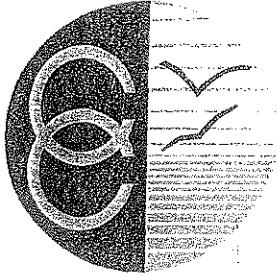
We believe the above presents an accurate picture of the services that may be necessary to complete this project. Should you have any questions, we would welcome an opportunity to meet and discuss them. Looking forward to working with the Town on this project, we are

Very truly yours,  
LABERGE GROUP

By: \_\_\_\_\_  
Richard F. Laberge, P.E.  
President

RFL: cjb

C: Town Board



# Care Environmental Corp. sm

## 2016 HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT

This Agreement is entered into this \_\_\_\_\_, \_\_\_\_\_ by and between Town of Schodack (hereinafter "Community"), and Care Environmental Corp (hereinafter "Care Environmental").

Community and Care Environmental hereby agree as follows:

1. On October 8, 2016 in Castleton, New York, Care Environmental shall have present trained personnel, supplies, equipment to handle, containerize, label, load and transport all collected material for disposal in a manner which conforms to state and federal laws and regulations.
2. The Community agrees to pay Care Environmental for services listed in accordance to the pricing schedule listed in the Quote. The Community coordinator must be present at all times and will be responsible for terminating the collection program when the contract limit has been reached. Community agrees to pay Care Environmental within thirty (30) days of mutually agreed upon invoice receipt.
3. The Community shall provide a person in charge to direct traffic and to maintain order throughout the collection program.
4. Care Environmental shall accept only household hazardous waste for transportation and disposal from those individuals who are approved by the Community Coordinator in such amounts as are approved by the Community Coordinator.
5. Care Environmental shall be deemed to be the "generator" and take "title" of all Wastes accepted throughout the collection program.
6. Care Environmental shall transport for disposal all waste which is collected. Such waste will be transported to a licensed facility for processing. Care Environmental will perform all services under this agreement in a safe, efficient, professional and lawful manner.

**Corporate Office**  
 429 E. Blackwell St.  
 Dover, NJ 07801  
 Transportation  
 EPA ID# NJR  
 986637296  
 (973) 398-5100  
 Fax: (973) 361-5550

**Georgia Office**  
 714 Gil Harbin Industrial Blvd.  
 Valdosta, GA 31601  
 Processing & Storage  
 EPA ID# GAR  
 000035899  
 (229) 242-6565  
 Fax: (229) 242-6590

**Florida Office**  
 5901 Young Pine Rd.  
 Orlando, FL 32829  
 (866) HHW-CARE  
 Fax: (843) 903-2881

**Maryland Office**  
 3400-A Brown Station Rd.  
 Upper Marlboro, MD 20774  
 (866) HHW-CARE  
 Fax: (843) 903-2881

**South Carolina Office**  
 4999 Carolina Forest Blvd., Suite 21  
 Myrtle Beach, SC 29579  
 (843) 903-2880  
 Fax: (843) 903-2881

7. Care Environmental represents that it shall possess on the day of collection:

- a. A valid EPA Identification number for generation and transportation of hazardous wastes;
- b. A valid state transporters license and vehicle identification device for each vehicle for transportation of hazardous wastes;
- c. All insurance coverages listed in the insurance section of the RFP.

8. The Community represents and warrants that execution of this Agreement by the signatory below has been duly authorized and is in conformance with applicable provisions of state and local law.

9. Any notice or other communication given under this Agreement shall be in writing and mailed or delivered as follows:

To Community:

Town of Schodack  
265 Schuurman Road  
Castleton, NY 12033  
ATTN: Bruce Goodall      Director of Transfer Station Operations

To Care Environmental:

Care Environmental Corp.  
429 East Blackwell St.  
Dover, NJ 07801  
ATTN: Francis J. McKenna, Jr.    President

10. The validity, interpretation and performance of this Agreement shall be in accordance to the specifications listed in the Quote and constructed in accordance with the laws of The State of New York.

11. IN WITNESS WHEREOF, the parties hereto execute this Agreement by their duly authorized representative.

**Town of Schodack**

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Care Environmental Corp.**

Signature: \_\_\_\_\_

By: Francis J. McKenna, Jr.

Title: President

Date: 8/2/16