



"Building Pavements with Integrity"

P.O. Box 151 • Mechanicville, NY 12118 • (518) 664-1014 • FAX: (518) 664-2045 • www.hmacontracting.com

- Just 29, 2023

Town of Schodack 265 Schuurman Rd. Castleton, NY

Re: Town Hall Parking Lot Rehabilitation

Dear Brian:

Thank you for giving HMA Contracting Corp. the opportunity to quote the above project.

HMA Contracting Corp. agrees to supply all necessary labor, materials and equipment to perform the following work in accordance with all applicable specifications.

Scope of work: Prep, tack, shim, and pave

Mill down selected damaged areas and install a full lift of type 6 top course asphaltic concrete to bring areas flush, compact

Cut keyways at all drop curbing, intersections and utility structures

Place a tack coat at a distribution rate of 0.07 gallons per square yard

Install a true and level course of type 6 top course asphaltic concrete as necessary to eliminate any dips or ponding areas

Pave with a 1 ½ inch course of Type 6 top mix asphalt concrete, plus about two loads for shimming

Place pavement markings as specified with one coat waterborne traffic paint

Note: Project is estimated for Saturday work

For the price of: \$87,090.00 Tax exempt project

Price based on one mobilization each for prep and paving. Additional mobilizations will be billed at a rate of \$3,500.00 each.

Exclusions: Permits, sub surface conditions, sub-base, sub-base placement, prime coat, and price escalation on material.

Paving the top course after **November 1st** is not recommended or warranted.

Price based on the NYSDOT posted price for liquid asphalt for the month quoted. Any change in the price of liquid may result in a change in the paving price prior to starting work. No M/P was figured in the above price.

Contract Limits: Terms: Payment due upon completion - 1.5% interest charged monthly there after.



P.O. BOX 26€ VALLEY FALLS, NY 12185 TEL. (518) 753-7283 — FAX (518) 753-7284

PROPOSAL

PROPOSAL SUBMITTED TO:

Town of Schodack 265 Schuurman Rd. Castleton on Hudson, NY 12033 **DATE:** August 14, 2023

Scope of Work - Tack coat - 1/2" Shim - Pave 1 1/2"

Town Hall parking lot

- 1) Mill key ways at transitions and around catch basins
- 2) Apply layer of hot liquid asphalt tack coat
- 3) Install 1/2" shim course using 12.5mm hot mix asphalt
- 4) Install 1 ½" top course using 12.5mm hot mix asphalt

AUTHORIZED SIGNATURE:

5) Stripe parking lot according to pre-determined layout

Price:\$122,500

Payment Terms:

All material is guaranteed to be as specified. Contractor is not responsible for any unstable subbase. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

AUTHORIZED SIGNATURE: Joel Oneil

NOTE: WE IF NOT ACCEPTED WITHIN 30 DAYS MAY WITHDRAW THIS PROPOSAL.	
ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE	,
SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK A	S
SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.	
DATE OF ACCEPTANCE:	



Service Address

Prepared For

Town Hall Parking lot project

Brian C/O Town of Schodack Highway 265 Schuurman Road

Castleton-On-Hudson, NY

SIST

Estimate #

2793

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09/05/2023

J. Hunziker Asphalt Paving LLC

104 Rapp Road Valatie, NY 12184

Phone: (518) 209-4294

Email: tim@jhunzikerpavingllc.com

Web: jhunzikerpavingllc.com

Description

Total

1.5" Mill and 2" overlay

\$87,718.50

Lots approximately 45,000 SF

Mill down approximately 1.5" inches of existing surface. Overlay prepared surface with approximately 2" of type 6 asphalt top. Replace parking lot striping in kind. Sweep, clean and demobilize from the work area. Striping to be restored.

Excessive cracking or alligator cracking cannot be guaranteed. Any surfaces under 2% cannot be guaranteed to positively drain

 Subtotal
 \$87,718.50

 Total
 \$87,718.50

Honesty, Integrity and Hard work...Since 2001

Additional customer testimonials, references, pictures and complete explanation of our services and capabilities can be found at our website www.jhunzikerpavingllc.com

NOTICE TO OWNER: Contractor's Liens

Under New York State Lien laws any contractor, subcontractor, laborer, supplier or other person who contributed to any improvement to your property, but is not paid for the work performed or materials supplied, has clams agains the owner which may be applied against the property by court order to satisfy your unpaid debt.

ENTIRE AGREEMENT:

The work performed pursuant to this contract is limited to the written description contained on the attached work schedule at the time of acceptance, and this contract may be modified or amended only by a written change order approved by both parties. This contract and work schedule, together with any modifications or amendments, shall constitute the entire agreement between the parties.

NEW YORK SALES TAX:

Contractor must collect sales tax on the full amount charged unless the customer gives him a properly completed Certificate of Capital Improvement (ST 124) or a Tax Exemption Certificate. ESCROW ACCOUNT:

Please take notice that the contractor is legally obligated to deposit all payments received pursuant to this contract prior to substantial completion in an escrow account within five business days of receipt and you are hereby notified of the deposit.

OTHER TERMS:

This contract becomes impossible or impractical of performance by Contractor because of structural defects or peculiarities in Buyers premises of which Contractor was not notified prior to the start of work and noted in this contract. Buyer and Contractor may mutually agree to amend the contract or Contractor may cancel the contract in whole or in part. In the event of any cancelation, Buyer shall be liable to the contract for proportionate contract price for materials uses, materials ordered, and work performed. Any such cancellation shall not constitute a breach of this contract.

WARRANTIES:

- 1) Your new blacktop is warrantied for 1 year, with the following exceptions: Acts of God (Tree roots, erosion, etc.) Vegetation, snowplows, underground cables, waterlines, or depression from campers, boars, cars, etc. pivot or scar marks from turning your tires.
- 2) The work performed pursuant to this contract will be completed in a workmanlike manner according to standard industry practices. Procedure, process and performance of the work ("means and methods") will be at the sole discretion of the Contractor. In addition, any damages to the Buyer's premises to the immediate surrounding area proximately causes by the Contractor will be substantially restored to its pre-damage condition at Contractor's expense. It is agreed that if in the course of such restoration, existing building materials must be matched, this will be accomplished as closely as possible using readily available materials. In the event Contractor's work is otherwise below standard industry practices, the Contractor's liability will be limited to the repair or replacement of same, at Contractor's option and expense. Contractor's responsibility for such damages or defects shall be guaranteed for one full year of the signer of the Contract's occupancy or ownership of the property specified in this contract, provided that the Buyer notifies contractor of the damages or defect within (15) days from the date the Buyer discovers or should have discovered the damage or defect.
- 3) We will to the best of our ability divert any water away from any structure or collecting on new blacktop surfaces to cause puddles or bird baths, but again this is not guaranteed.
- 4) J. Hunziker Paving is only responsible for the material in the contract. Your warranty does not

cover unsettled ground, soft or spongy ground caused by wet clay or dirt. If any soft ground is found during preparation, the driveway may need to dry out and/or settle. There is no set time for this condition; it may take one week to two months to render itself depending on weather conditions.

- 5) If J. Hunziker Paving is resurfacing existing blacktop, or concrete, any noted cracks or problem areas will reappear. This condition is noted as 'telegraphing'. These conditions are not covered under any warranty.
- 6) If J. Hunziker Paving is removing an existing driveway, walkway or patio, and preexisting, unseen layers under the top visible layer are present (such as: multiple asphalt driveways or a concrete driveway) an additional fee of 1.00-4.00 per square foot will be added by mutually approved change order pursuant to the terms of this agreement.
- 7) Any items not specifically and explicitly addressed in this proposal are to be considered specifically EXCLUDED.

layers under the top visible layer are present (such as: multiple asphalt driveways or a concrete driveway) an additional fee of 1.00-4.00 per square foot will be added by mutually approved change order pursuant to the terms of this agreement.

8) PAYMENT TERMS:

- J. Hunziker Asphalt Paving does not accept deposits.
- Payment is due upon job completion. Payment may be made by Cash, Check or Credit Card. Please note there is a 3.5% added fee for credit card transactions. Customers are responsible for on time payments, any balances owed past 7 days will be subject to a late fee of \$50.00
- 9. J. Hunziker Asphalt Paving will not be held liable for a change in schedule due to weather conditions, commercial work or any unforeseen circumstances that may get in the way of installation and performance. Due to these circumstances, we will not provide a specific date of service until we are working within a given area and will do our best to give as much notice to the homeowner as possible.

Jason Hunziker Brian C/O Town of Schodack Highway





W & W Truck Transmission Repair Service, Inc. P.O. Box 70 Hannacroix, NY 12087 Phone (518) 756-9666 Fax (518) 756-7710

Estimate

E 5152

Date

11

Date Open

08/01/2023

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1.000	PTO35-			SHIFT COVER				US		2.88	2.88
1.000	PTO28-			PTO SEAL 1 1	I/4" OUTPUT			US		15.31	15.31
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Thank you for your business and we look forward to serving you again.



W & W Truck Transmission Repair Service, Inc. P.O. Box 70 Hannacroix, NY 12087 Phone (518) 756-9666 Fax (518) 756-7710

Estimate

E 5152

Date

11

Date Open

08/01/2023

Page: 1 of 2 **Sold To:** 766-4000 518 Ship To: TOWN OF SCHODACK **3776 US ROUTE 20** NASSAU NY 12123 **USA Promised** Customer Po# Written By **Terms** Time Phone Ship Via Zeke **EST** 11:03:16 **NEW EXCHANGE** Unit# Plate # Year VIN Mileage/Hrs Engine Make Model 0/0.0 Qty Cntry **Price** Description Amount 18.00 REMOVE #1 DRIVESHAFT. DRAIN OIL IN EATON RTOF-16908LL SERIES 130.00 2340.00 TRANSMISSION. SEPERATE HYDRAULIC PUMP FROM PTO ASSEMBLY. 7 Tech REMOVE PTO ASSEMBLY, REMOVE TRANSMISSION, REMOVE CLUTCH ASSEMBLY, REMOVE FLYWHEEL. INSTALL RESURFACED FLYWHEEL. INSTALL NEW CLUTCH ASSEMBLY. GROOM & INSTALL NEW TRANSMISSION. RESEAL & SHIM PTO ASSEMBLY, INSTALL PUMP, INSTALL DRIVESHAFT, FILL TRANSMISSION WITH OIL, ROAD TEST NOTE- ESTIMATE ONLY, PRICE MAY CHANGE DEPENDING ON CONDITION OF TRANSMISSION & RELATED COMPONENTS, ETC. 1.000 MISPARTS **EATON NEW EXCHANGE RTOF-16908LL SERIES USA** 5700.00 5700.00 TRANSMISSION 2.000 PTO35-P-15-1 PTO GASKET .010" 8 HOLE **USA** 2.30 4.60 2.000 PTO35-P-15-2 PTO GASKET .020" 8 HOLE **USA** 2.93 5.86 1.000 PTO35-P-8 SHIFT COVER GASKET **USA** 2.88 2.88 1.000 PTO28-P-216 PTO SEAL 1 1/4" OUTPUT USA 15.31 15.31 1.000 MISPARTS MISC PARTS **USA** 200.00 200.00 1.000 CLU308925-25 **CLUTCH ASSY 2050FTLBS** USA 1103.23 1103.23 1.000 EAT127760 **CLUTCH BRAKE 2" USA** 29.90 29.90 1.000 BCA306VVL PILOT BEARING USA 31.41 31.41 Hereby authorize the above repair work to be done along with the necessary materials. You and your employess may operate the above vehicle for the Parts..... 7333.51 purposes of testing, inspection, or delivery at my own risk. An express mechanics lien is acknowledged on the above vehicle to secure the amount of Labor..... repairs thereto. It is also understood that you will not be held responsible for loss or damage to the vehicle, or articles left in the vehicle in case of fire, theft 2340.00 or any other cause beyond your control. It is further understood that a storage charge of \$20.00 per day will be assessed against the above vehicle not 100.00 Sublet..... reclaimed within 24 hours of completed services, estimate or towing. Shop Supplies 25.00

Thank you for your business and we look forward to serving you again.

Paul Harter

From:

Jason Browne < jasonb@catalisgov.com>

Sent:

Friday, August 11, 2023 2:42 PM

To: Cc: Paul Harter Kate Bielawa

Subject:

Online Payments Proposal

Attachments:

SchodackOnlineUtilityPayments.pdf

Attached is the proposal for online payments that Paul had requested. The service is free to the municipality there is just a \$300 increase in annual support to the utility Billing software. You should also be getting contracts from our sister company Value Payment Systems(VPS) that are for the credit card and ACH fees. The fees on there contracts should math those on this contract for the processing of cc and ach payments online. Let me know if you have any other questions.

Jason Browne

Programmer Analyst (844) 507-3658 x 3

iasonb@catalisgov.com





PCI Utility Billing On-Line Payment System Proposal

Town Of Schodack
Water Billing

August 11th, 2023

Prepared by:
PCI
5402 Beaumont Center Blvd
Suite 102
Tampa, FL 33634

Account Representative: Jason Browne

Phone: (844) 507-3658 Fax: (845) 758-0884

E-Mail: jasonb@catalisgov.com

Website: pciusa.com



Web Based Utility Payments *

- a. No charge for the software to the municipality. Your customers are charged a minimal service fee for using the online service.
- b. Credit card and ACH payments are seamlessly posted through to your in-house PCI Utility Billing System.
- c. Bank routing code verification helps reduces erroneous customer payments. While also resulting in more accurate data and less bounced checks.
- d. All payment processing is done on PCI's (and its Partners) PCI certified servers ensuring secure and encrypted check and credit card transactions.
 - * See Appendix A for full specifications.

Example Utility Payment Sites:

http://glencove.ezonlinepayments.com/ http://monroe.ezonlinepayments.com/ http://demo.ezonlinepayments.com/

In order for your municipality to receive the PCI Online Utility Payment System for free your municipality must agree to these basic requirements

- 1. You must agree to accept online Check and Credit card payments through the online payments portal.
- 2. You must agree to put a permanent notice and link on the municipality's website and to advertise the utility payments website.
- 3. You must agree to let PCI provide the option for online payments and the appropriate web-address (URL) to be printed on the utility bills.
- 4. You must agree to use the PCI On-line Utility Payment System for online payment collections for a minimum of three years.
- 5. The Annual Service Charge on your Utility Billing System will increase by \$300.
- 6. You must agree to the terms and conditions of Value Payments Systems(vps) for credit card and ach processing.



*Appendix A: On-Line Payment Specifications

- A website will be provided to the municipality for verification of bank deposits and posting reconciliation.
- Payment methods: These amounts are charged to the customer after the other fees & penalties are calculated.
 - Electronic Check (ACH) fees**: The convenience fees assessed by PCI for ACH will be a flat rate of \$2.95.
 - o Credit Card fees**: The convenience fees assessed by PCI for Credit Cards will be 2.75% charged on the entire payment including all other fees and penalties applied to the account. A minimum fee of \$2.95 will be assessed by PCI regardless of card processing rates agreed upon between the municipality and VPS. The site can accept Visa, MasterCard, American Express and Discover.
 - PayPal fees**: Contact for details
- Municipalities are limited to one free bank account Per Online Collection, per payment method. Additional accounts can be set up for a set monthly fee per account.
- The Municipality is responsible for all fees associated with refunded payments. Convenience fees will NOT be refunded by PCI
- PCI reserves the right to have advertising on the website. The advertising will be static (no video or pop ups) and will not take up more than 15% of the space.

All Rates agreed upon with PCI at the time of signing the contracts with PCI and VPS will be guaranteed for a period of six(6) months after which these rates are subject to change.

**Convenience fee charges are subject to change based on volume of online transactions. PCI will provide a minimum of 1 months advanced notice of any fee increases. If increases are required, the municipality may exit the contract at that time without penalty. Municipalities must contact PCI to request a reduction in rates if they feel their volume of payments justifies such a reduction.



The Software being delivered pursuant to this agreement is being licensed to you pursuant to a License Agreement (the "License"), attached hereto and made apart hereof, between the publisher of the software and you. You agree that all terms, conditions and limitations set forth in the License shall apply to this contract as it relates to the Software.

Computer Hardware.

Any computer hardware being delivered in accordance with this agreement is being delivered with the manufacturer's warranty. The manufacturer's warranty is in lieu of all other warranties, express or implied, and PCI shall have no obligation or liability under "Warranties; Limitations" or otherwise with respect to hardware.

Warranties; Limitations.

- A. PCI warrants that the services provided hereunder will be performed by qualified personnel in a good and workmanlike manner and that any deliverables will be free of material defects. PCI's liability and your exclusive remedy for failure of any service or deliverable to meet this warranty shall be limited to reperformance, at PCI's cost, of such service or deliverable. PCI's warranty does not extend to failures arising out of (i) incorrect or insufficient data, specifications or instructions provided by you or (ii) work or services performed by others.
- B. The foregoing warranties are in lieu of all other warranties, whether oral, written, express, implied or statutory. Implied warranties of fitness and merchantability shall not apply. PCl's warranty obligations and your remedies thereunder are solely and exclusively as stated herein.
- C. The limitations and protections against liability afforded PCI herein shall apply to any action or claim in connection with the services, whether based on contract, tort, statute or otherwise (including negligence, warranty and strict liability). The cumulative liability of PCI for all obligations, warranties and guaranties, whether express or implied, with respect to services performed hereunder, shall be limited to the amount paid to PCI pursuant to this contract. PCI shall not be liable to you or any other person or entity for indirect, special, incidental, punitive or consequential damages arising from the performance or nonperformance of services, irrespective of whether the claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty or otherwise.
- D. No action may be maintained or proceeding commenced by you or others against PCI with respect to services unless such action or proceeding is commenced within one year after completion by PCI of the particular services to which such action or proceeding relates. Either party shall be entitled to recover reasonable attorney fees incurred in the successful enforcement of this agreement, regardless of whether a cause of action is commenced.

Notices.

All notices and other communications which are required or permitted to be given, shall be in writing and shall be delivered either personally, by facsimile, by reputable overnight courier or by registered or certified mail and shall be deemed effectively received (i) if delivered in person, on the date of such delivery, (ii) if transmitted by facsimile, on the date indicated on the sender's receipt of confirmation, (iii) if delivered by overnight courier, on the next business day following deposit thereof with such overnight courier, or (iv) if sent by mail, upon the third business day following the deposit thereof, postage prepaid.

Term and Termination.

- 1. Term. Subject to the <u>Termination for Cause Section</u>, this Agreement will commence upon the Effective Date and will continue for three (3) years, at which point in time the Agreement will automatically renew for successive one (1) year periods unless either party, at least sixty (60) days prior to the expiration of the then applicable term, provides the other with written notice of its desire to terminate this Agreement.
 - a. If you wish to terminate the contract before the initial 3 years an early termination penalty will be charged based on the table below
 Termination with in the first Year \$8,500
 Termination within the second Year \$4,000

Termination within the last year \$2,000

You're shopping N Greenbush ~ OPEN until 10 pm

Delivering to 12144 ∨

pavillion kit

SUPER SAVIVES by to 50% on Solice tions >

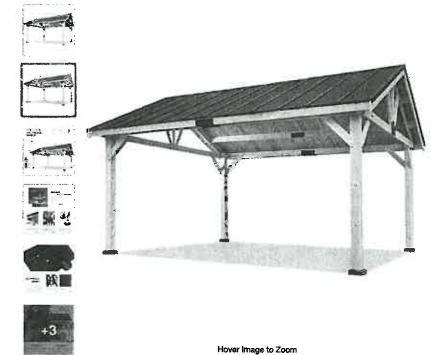
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Home / Storage & Organization / Outdoor Storage / Shade Structures / Gazebos

Internet #321445238 Model #XWG-209 Store SKU #1808108979

13 ft. x 16 ft. Hardtop Gazebo, Spruce Wood Solid Wood Gazebo, Waterproof Asphalt Roof

☆☆☆★ブ: (2) ✔ Questions & Answers (6)



A Share 🔓 Print

\$2449⁹⁹/box

\$409.00 /mo* suggested payments with 6 months* financing Apply Now 6

Coverage Area (sq. ft.): 206 sq ft

206 sq ft

207 sq ft

Width (ft) x Depth (ft): 12x14

12x14

Pickup at N Greenbush

Delivering to 12144

Ship to Store

Aug 1 - Aug 4 6,999 available

FREE

Delivery Thursday, Aug 3

6,999 available

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2023-241

Have a question?

CHAT NOW

Chat
Live
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Feedback
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Name	13 ft. x 16 ft. Hardtop Gazebo, Spruce Wood Solid Wood Gazebo, W aterproof Asphalt Roof	13 ft. x 15 ft. Cedar Wo od Frame Gazebo, Out door Hardtop Gazebo with Metal Roof, Privac y Curtains and Mosquit o Nettings	12 ft. x 20 ft. Hardtop Metal Gazebo, Wooden Finish Coated Aluminu m Frame Gazebo with Galvanized Steel Doubl e Roof	Norwood 14 ft. x 12 ft. Light Brown Gazebo
Price	\$2449 ⁹⁹ /box	\$2599 ⁹⁹ /box	\$2759 ⁹⁹ /box	\$2940 ⁶⁹
Ratings	本本市村 (2)	油水水 水 (3)	☆☆★☆ (35)	京京京京水 (185)
Shape	Rectangle	Rectangle	Rectangle	Rectangle
Frame Material	Wood	Wood	Aluminum	Cedar
Width (ft) x Depth (ft)	12x14	11x13	11x18	12x14
Gazebo Type	Patio	Patio	Patio	Patio, Permanent
Gazebo Features	Hardtop, Water Resista	Hardtop, Mosquito Net	Hardtop, Mosquito Net, Water Resistant	Hardtop, Rust-Resistan t Components, Water R esistant
Coverage Area (sq. ft.)	206 sq ft	195 sq ft	240 sq ft	168 sq ft
	View Product	View Product	View Product	View Product

Loading Recommendations





Loading Recommendations