



EXISTING ACCOUNT

AGREEMENT NO. 369990  
CUSTOMER NO. 630331

**CUSTOMER SERVICE AGREEMENT**

COMPANY NAME (Customer) TWN OF SCHODACK TOWN HALL LOC. NO. 052  
ADDRESS 265 SCHUURMAN ROAD ROUTE NO. D4700  
CASTLETON ON HUDSON, NY 12033 DATE 10/23/2018  
PHONE (518) 477-7918 SIC/NAICS 9121

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED								
ITEM DESCRIPTION	LOST (DAMAGED) OR UNAVAILABLE EMBLEM	SERVICE CHARGE	NO. OF PERSONS ISSUE PER PERSON	TOTAL NO. OF CHARLES/ISSUE	PRICE PER CHARLES/ISSUE	STANDARD IND. STANDARD	PRICE PER SERVICE	TOTAL WEEKLY LEASE
76AQ MAT-3X5 U1ST GREAT IMPRES		4	1	6 3	0.2700	5.00	27.72	
76AR MAT-4X6 U1ST GREAT IMPRES		4	1	6 3	1.4900	10.00	35.82	
76AS MAT-3X10 U1ST GREAT IMPRE	120.55	4	1	6 3	10.0000	12.00	41.43	

Minimum weekly charge applies, equal to 75% of the initial weekly install value.

OTHER CHARGES	AMOUNT
Garment preparation per piece	
Name emblem per piece	
Company emblem per piece	
Direct Embroidery	
Garment Maintenance Program	NO
Loss Protection Maintenance Program	NO
Linen Maintenance Program	YES
Mat Protection Program	YES

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	20%
Special cuts per piece	3.00
Restock/Exchange per piece	3.00
Automatic Wiper Replacement	
Automatic Linen Replacement	
Ongoing Prep Program	NO
Ongoing Emblem Program	NO
DEFE (See description on reverse side)	<del>18.75</del>

PAYMENT TERMS: C.O.D.  E.F.T.  Approved Charge

COMMENTS  
*\* 3 year !!*

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1 1/2% per month (18% per year) for any amount in arrears may be applied.<sup>4</sup>

The undersigned agrees to all terms on the reverse and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

SALES REP: \_\_\_\_\_ DATE \_\_\_\_\_  
SALES REP (Print Name) \_\_\_\_\_  
ACCEPTED<sup>5</sup>: \_\_\_\_\_ DATE \_\_\_\_\_  
LOCATION MANAGER (Signature) \_\_\_\_\_  
LOCATION MANAGER (Print Name and Title) \_\_\_\_\_

ACCEPTED: \_\_\_\_\_ DATE \_\_\_\_\_  
CUSTOMER (Signature) \_\_\_\_\_  
CUSTOMER (Print Name and Title) \_\_\_\_\_  
EMAIL \_\_\_\_\_

<sup>1</sup> Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.  
<sup>2</sup> Merchandise which is Not-U-Leased is not cleaned by UniFirst.  
<sup>3</sup> Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.  
<sup>4</sup> All returned checks and declined credit/debit cards subject to \$35 processing fee.  
<sup>5</sup> This Agreement is effective only upon acceptance by UniFirst Location Manager.

**CUSTOMER SERVICE AGREEMENT TERMS**

**REQUIREMENTS SUPPLIED.** Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

**PERFORMANCE GUARANTEE.** UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, and Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions, disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

**TERM AND RENEWAL.** This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after installation of Merchandise (for new customers) or any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

**PRICES AND PAYMENTS.** Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUROOQOSAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property and other taxes and assessments arising out of this Agreement.

**DEFE CHARGE.** Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including:

**D = DELIVERY,** or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

**E = ENVIRONMENTAL,** or expenses (past, present and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation and overall regulatory compliance.

**F = FUEL,** or the gas, diesel fuel, oil and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

**E = ENERGY,** primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

**MERCHANDISE.** Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

*Flame Resistant ("FR") Merchandise* supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

*Visibility Merchandise* is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfies particular ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

*Healthcare/Food-Related* Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging\* is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process. (\* Poly-bag services incur additional charges.)

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

**OBLIGATIONS AND REMEDIES.** If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by Massachusetts law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed); pursuant to the Commercial Arbitration Rules of the American Arbitration Association; and, governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof; and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.

**MISCELLANEOUS.** The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement, or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement; provided that such assumption shall not relieve Customer of its liabilities hereunder; and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.

ACCEPTED. Customer Signature \_\_\_\_\_

Date \_\_\_\_\_

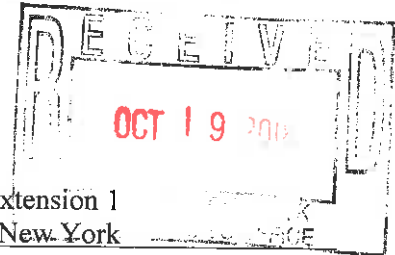
(I have read and agree to all of the above Terms.)



October 12, 2018  
VIA EMAIL & MAIL

DHM

Mr. David Harris, Supervisor  
Town of Schodack  
265 Schuurman Road  
Castleton, New York 12033



Re: **Dialer/ Area light**  
Sewer District 1 – Extension 1  
Town of Schodack, New York

Dear Supervisor Harris:

At the request of the sewer department we have requested a quote from the contractor to install an automatic dialer system and an area light at the pump station. The cost for the dialer and lighting which includes:

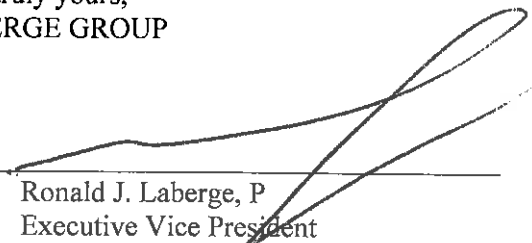
- Trenching and conduit from telephone pole to building
- Trenching and conduit from building to pump station
- Conduit pole mounted to building with light fixture
- Exterior weather proof switch for light.
- Dialer
- NEMA 4X stainless lockable enclosure
- Data line surge protector
- Dialer configuration

The cost for the above work is \$9,515. I have attached a copy of the contractor's quote for your review.

If acceptable we will prepare the required paperwork to formalize the change,

If you have any questions or comments, please do not hesitate to contact our office.

Very truly yours,  
LABERGE GROUP

By:   
Ronald J. Laberge, P  
Executive Vice President

RJL: cjb  
Enc.

C: Nadine Fuda, Director of Planning and Zoning w/ Enc.  
Ken Holmes, Highway Superintendent  
Town Board

J:\2016104\Correspondence - General\Harris 10-8-18.docx

October 9th, 2018

Laberge Group  
4 Computer Drive West  
Albany, New York 12205

Re: Schodack Sewer District No. 1 – Extension 1

Attn: Ron Laberge

Dear Ron,

Below is the cost for excavating and backfilling additional conduit. If you have any questions, please let me know.

**Scope of Work:**

- E&B trench from telephone pole to building
- E&B trench from building to pump station for dialer and light
- Stilsing Electric to coordinate dialer, electrical, telephone per attached proposal

**Total:**           \$ 9,515

Thank you,



Jameson Phillips  
Estimator / Project Manager

Contract: 18-10 - Schodack Sewer		Owner: Town of Schodack				Date: TBD									
Item No. or Description:		T&M - Additional conduit for light and dialer. Additional electrical work for proposed light and dialer													
MATERIALS															
Name	Labor Classification	Hours		Rates (\$)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total
		Reg.	O.T.	Reg.	O.T.										
Erik K	Operator	4.00	0.00	\$ 76.47	\$ 100.66	\$ 305.88	Bedding Sand	2.00	\$8.50		\$ 17.00	Int. Dump Truck	1.00	\$39.00	\$ 39.00
Bob M	Laborer	4.00	0.00	\$ 58.97	\$ 76.44	\$ 235.88	Stiltsing	1.00	\$7,930.00			Kobelco SK 70 Mini-Excavator	4.00	\$45.00	\$ 180.00
Dale D	Laborer	4.00	0.00	\$ 58.97	\$ 76.44	\$ 235.88	5% OH&P		\$396.50		\$ -	Reversible Plate Tamper	2.00	\$10.00	\$ 20.00
Ken Flickinger	Foreman	0.00	0.00	\$ 78.79	\$ 104.00	\$ -	Total		\$8,326.50		\$ -				\$ -
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<b>Labor Total: \$ 777.64</b>										<b>Material Total: \$ 17.00</b>		<b>Equipment Total: \$ 239.00</b>			
<b>Grand Total = \$ 1,034</b>										<b>15% OH&amp;P = \$</b>		<b>9,515</b>			

Statement of Work Accomplished: T&M - Excavate and backfill trench from telephone pole to building. Excavate and backfill trench from building to pump station for dialer and light.

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: Jameson Phillips TBD  
For Contractor Date

Signed: Jameson Phillips TBD  
For Owner Date



500 South Street  
 Rensselaer, NY 12144  
 518-463-4451 (phone)  
 518-463-7023 (fax)

**CHANGE PROPOSAL REQUEST**

**Keller Construction**  
 1435 Route 9  
 Castleton, NY 12033  
  
**Attn: Jameson Phillips**

**DATE** 10/9/2018  
**STILSING JOB #** 769  
**STILSING PROPOSAL #** 1  
**OWNER'S REQUEST #**  
**CHANGE PROPOSAL COST** \$7,930.00

**Re: Schodack Sewer Dist**  
**District 1 Ext 1**

**DAYS FOR EXTENSION TO**  
**CONTRACT COMPLETION:**

The following is our cost breakdown for Pole Mounted Light & Dialer:

**Summary:**

A.) Labor		\$3,701.15
B.) Equipment		\$322.50
C.) Material		\$2,871.80
D.) Others		\$0.00
E.) Subcontractor		\$0.00
		=====
<b>SUBTOTAL</b>		<b>\$6,895.45</b>
		=====
Overhead & Profit (Stilsing Work)	15%	\$1,034.32
		=====
<b>SUBTOTAL</b>		<b>\$7,929.77</b>
		=====
Overhead & Profit (Subcontractor)	5%	\$0.00
Sales Tax a % of Material Only	0%	\$0.00
Sales Tax a % of Rentals Only	0%	\$0.00
		=====
<b>SUBTOTAL</b>		<b>\$7,929.77</b>
Bond		\$0.00
		=====
<b>GRAND TOTAL</b>		<b>\$7,929.77</b>
		=====
<b>QUOTE</b>		<b>\$7,930.00</b>

If you would like to proceed with this additional work please issue a change order in the amount of Seven Thousand Nine Hundred Thirty Dollars and 00/100

Cost Breakdown:

A.) Labor		Hours	@	Rate	
I.	** Project Supervisor:		@	\$55.00	\$0.00
II.	* Foreman:		@	\$40.43	\$0.00
	Journeyman:	43.00	@	\$38.50	\$1,655.50
	Fringe Benefits Foreman:		@	\$27.30	\$0.00
	Fringe Benefits Journeyman	43.00	@	\$27.25	\$1,171.75
	Ins./Taxes		@	30.91%	<u>\$873.90</u>
				TOTAL	\$3,701.15

B.) Equipment		Hour		Per Hour	
	Service Truck Hours	21.5	@	\$15.00	\$322.50
			@		\$0.00
			@		<u>\$0.00</u>
				TOTAL	\$322.50

C.) Material		Per Attached Breakdown			
	Material:				\$926.80
	Material Quote:	RACO Guard It 4 Channel Auto Dialer			\$1,945.00
	Freight:				\$0.00
	Expediting Charges:				<u>\$0.00</u>
				TOTAL	\$2,871.80

D.) Others		# Of Trips		Per Trip	
	Travel:	0	@	\$0.00	\$0.00
	Living Expense:	0	@	\$0.00	\$0.00
	Truck Expense:	0	@	\$40.00	\$0.00
	Warehouse/Driver Exp.:	0	@	\$18.00	\$0.00
	Other:	0	@	\$0.00	\$0.00
	Tool/Equipment Exp.:				<u>\$0.00</u>
				TOTAL	\$0.00

E.) Subcontractors:					
	1.)				\$0.00
	2.)				\$0.00
	3.)				<u>\$0.00</u>
				TOTAL	\$0.00

\*\*5% of Journeyman Hours

\*10% of Journeyman Hours



Job ID: 769  
 Project: Schodack Sewer



**Takeoff**

Vendor: TARGET

Labor Level: CONEST

26 Sep 2018 10:46:24

Phase: BRANCH  
 SubPhase: COP-1 YARD LIGHT AND DIALER

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
TITLE	50	EA	M	2	SCH 40 DIRECT-BURIED 1-DUCT	0.0000	0.00	0.0000	0.00
10202	50	FT	M	2	PVC SCH 80	1.4952	74.76	0.0567	3.34
40043	5	OZ	M	OUNCE	PVC (GLUE) CEMENT	0.4507	2.25	0.0115	0.06
39094	53	FT	M	3	RED TRENCH CAUTION TAPE	0.0325	1.72	0.0035	0.18
TITLE	2	EA	M	2	SCH-80 PVC RISER W/PVC 90-ELL	0.0000	0.00	0.0000	0.00
20382	2	EA	M	2	PVC SCH 80 90-DEG EL	8.9164	17.83	0.2300	0.45
10202	20	FT	M	2	PVC SCH 80	1.4952	29.90	0.0667	1.33
31376	4	EA	M	2	PVC COUPLING	0.5453	2.18	0.1150	0.46
40043	2	OZ	M	OUNCE	PVC (GLUE) CEMENT	0.4507	0.90	0.0115	0.02
240229	2	EA	M	2	GALV RIGID STRUT CLAMPS	4.4738	8.95	0.0403	0.08
161442	3	EA	M	2	CONDUIT 2-HOLE STL STRAP	2.8750	8.63	0.0518	0.16
31336	1	EA	M	2	PVC MALE ADAPTER	2.3000	2.30	0.1783	0.18
40237	1	EA	M	2	LOCKNUT	0.76	0.76	0.1208	0.12
160591	6	EA	M	5/16 X 3"	GALV LAG BOLT	1.2004	7.20	0.0345	0.21
160423	6	EA	M	5/16"	GALV FLAT WASHER	0.1486	0.89	0.0012	0.01
10198	50	FT	M	3/4	PVC SCH 80	0.5351	26.75	0.0360	1.90
20378	4	EA	M	3/4	PVC SCH 80 90-DEG EL	2.3259	9.30	0.1380	0.55
31372	8	EA	M	3/4	PVC COUPLING	0.1484	1.19	0.0463	0.22
31277	2	EA	M	3/4	PVC LB CONDUIT BODY	2.4427	4.89	0.4025	0.80
31382	4	EA	M	3/4	PVC MALE ADAPTER	0.2765	1.11	0.1150	0.46
240213	8	EA	M	3/4	PLATED RIGID STRUT CLAMPS	2.2945	18.36	0.0288	0.23
240011	80	FT	M	5/8" X 5/8" H	RIGID STRUT CHNL 1-1/8" SLOT GALV	8.5223	85.22	0.0920	0.93
160268	10	EA	M	3/8 X 2 1/4"	GALV WEDGE ANCHOR	1.3225	13.23	0.1725	1.73
70932	500	FT	M	14	THIN WLN CU (STR)	0.0872	43.61	0.0040	2.01
TITLE	20	EA	M	W/#12	3/4 PVC ON-CONCRETE	0.0000	0.00	0.0000	0.00
10164	60	FT	M	3/4	PVC SCH 40	0.4088	24.53	0.0362	2.17

Salsing Electric Inc

500 South St  
 Rensselaer, NY 12144

Phone: 5184634451  
 Web:



Phase: BRANCH  
SubPhase: COP-1 YARD LIGHT AND DIALER

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
20216	6	EA	M	3/4	PVC SCH 40 90-DEG-EL	0.4528	2.72	0.1297	0.78
31372	9	EA	M	3/4	PVC COUPLING	0.1484	1.34	0.0408	0.36
40043	2	OZ	M	OUNCE	PVC (GLUE) CEMENT	0.4507	0.90	0.0115	0.02
70033	132	FT	M	12	THINWALL CU (STR)	0.1299	17.15	0.0048	0.64
70145	66	FT	M	12	GREEN THIN CU (GRD 20A)	0.1299	8.57	0.0048	0.32
161373	15	EA	M	3/4	PVC 2-HOLE STRAP	0.3006	4.51	0.0345	0.52
161170	30	EA	M	3/16 x 1 1/2 - 3"	HAMMER DRILLED HOLE	0.0000	0.00	0.1840	5.52
161159	30	EA	M	#8-12 x 1 1/4"	PLASTIC ANCHOR	0.0419	1.26	0.0288	0.86
161129	30	EA	M	#12 x 1"	GALV SHEET METAL SCREW	0.0009	0.03	0.0201	0.60
150421	30	EA	M	#12	GALV FLAT WASHER	0.0000	0.00	0.0032	0.09
31332	6	EA	M	3/4	PVC MALE ADAPTER	0.2765	1.66	0.1150	0.69
40233	6	EA	M	3/4	LOCKNUT	0.1290	0.77	0.0644	0.39
150498	1	EA	M	2" DEEP 16.5-CI	1G ALUM WP BOX W/ 3 x 3/4" HUBS	4.1088	4.11	0.2300	0.23
140933	1	EA	M		1G WP SWITCH PLATE W/ 20A 1P SWITCH	18.0491	18.05	0.0966	0.10
TITLE	1	EA	M	3/4	LIQUIDTITE CONDUIT	0.0000	0.00	0.0000	0.00
50081	2	FT	M	3/4	LIQUIDTITE CONDUIT	1.9624	3.92	0.0403	0.08
50092	1	EA	M	3/4	LIQUIDTITE 90D ANGLE CONNECTOR	6.1984	6.20	0.1739	0.17
50103	1	EA	M	3/4	LIQUIDTITE STRAIGHT CONNECTOR	3.7878	3.79	0.1449	0.14
40120	2	EA	M	3/4	GRND BUSHING INSULATED	4.6690	9.34	0.2645	0.53
130167	1	EA	M	70W LED	OUTDOOR POLE MOUNTED SHOE BOX	189.7500	189.75	2.4190	2.42
10004	10	FT	M	1 1/2	GRC	6.9212	69.21	0.0725	0.72
240226	2	EA	M	1 1/2	GALV RIGID STRUT CLAMPS	4.2345	8.47	0.0368	0.07
3030009	1	EA	M		SECURITY SYSTEM TELEPHONE DIALER	0.0000	0.00	1.1500	1.15
1	1	EA	M	16 x 18 x 6	INTERNAL DIALER ENCLOSURE	16.1000	16.10	0.8050	0.81
2	1	M			DIALER STARTUP ELECTRICIAN	0.0000	0.00	3.0000	3.00
3	1	M			DIALER STARTUP CONTROLS TECHNICIAN	0.0000	0.00	3.0000	3.00
4	1	M			PHONE COMPANY INTERACTION	172.5000	172.50	2.0000	2.00
100851	16	EA	M	14	WIRE TERMINATION LBR	0.0000	0.00	0.0345	0.55
<b>Phase Totals:</b>						<b>926.80</b>	<b>926.80</b>	<b>43.41</b>	<b>43.41</b>
<b>Job Totals:</b>						<b>926.80</b>	<b>926.80</b>	<b>43.41</b>	<b>43.41</b>

Stilting Electric Inc  
500 South St  
Rensselaer, NY 12144  
Phone: 5184634451  
Web:



**GENERAL CONTROL SYSTEMS  
INTEGRATION SERVICE**

60 Cohoes Avenue, Island Park  
Green Island, New York 12183  
Phone: (518) 270-8045 Fax (518) 270-8042  
www.gcontrol.net

**QUOTE**

QUOTE NO: SQ18-1403D  
DATE: October 9, 2018

Quotation Valid for 30 DAYS

To: Stilsing Electric Inc.  
George Gipp  
500 South St.  
Rensselaer, NY 12144

Page: 1  
of: 1

Ref: Autodialer - Schodack Sewer Pump Station

Ph: 518-463-4451 x107 email: ggipp@stilsingelectric.com

SALES PERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUPLICATE
M.Mincher	T&D	Best way	Prepay & Add	TBD	Net 30	TBD

Qty	Part #	Description	Unit Price	Line Total
1	LOT	RACO Guard-It (4) Channel Auto Dialer  To Include:  (1) NEMA 4X Non-metallic lockable enclosure (1) Guard-It AC Power Supply (1) Guard-It Battery Backup (1) Network dataline surge protector Configuration of dialer at GCS (requires landline for all programming)  Note: On-site service not included. Any required service to be billed at time and material. See attached 2018 rate sheet.	\$1,945.00	\$1,945.00
			Subtotal	\$1,945.00
			Sales Tax	
			Total	\$1,945.00

This quotation prepared by: Megean Mincher - Sales

This is a quotation on the goods named, subject to GCS Standard Terms & Conditions:  
All sales are final, Terms Net 30 Days, Sales Tax may apply.  
Shipping and handling cost will be calculated and added to Invoice.

To accept this quotation, sign here and return: X

THANK YOU FOR YOUR BUSINESS!



2018 - 286



September 5, 2018  
VIA MAIL & EMAIL

RECEIVED

SEP 10 2018

Ms. Nadine Fuda, Director  
Planning/Stormwater Management Office  
Town of Schodack  
Town Hall  
265 Schuurman Rd.  
Castleton, NY 12033

TOWN OF SCHODACK  
PLANNING & ZONING

Re: **Contract Bidding**  
Highway Facility Fuel Spill Remediation  
Town of Schodack, New York

Dear Ms. Fuda:

As you know we have been in discussions with the NYS DEC regarding the possibility for this project to piggyback on the NYS DEC's Environmental Remediation contract. Our understanding is that while doing so could provide some construction costs savings; this savings benefit would likely be offset negatively by the additional time to obtain an approved agreement.

The process to obtain a piggyback agreement, requires that a formal request be made to the NYS OGS by the Town. Also required is a recommendation from the sponsoring agency, the NYS DEC. While the NYS DEC may not deny the agreement request, they are required to offer a positive or a negative recommendation. The formal request, recommendation and contract documents and subsequent piggyback contract agreement would be subject to the review and approval of the Office of the State Comptroller (OSC).

In our discussions with DEC, we understand that they would offer a non-favorable recommendation to allow the Town to piggyback on their contract. They have indicated the likelihood of a diminished contractor capacity, that would adversely affect their ability to respond to spill clean ups. Considering the initial response from NYS DEC to offer a non-favorable recommendation, it could be further anticipated that the agreement would not be approved by OSC. Therefore, given the uncertainty that the OSC will approve piggybacking on the NYS DEC contract and the recognition that the NYS DEC clean up stipulation agreement has a defined timeline, we recommend that the Town continue with a publicly bid project.

As we have progressed construction bid documents we have structured the bid documents such that the successful bidder would be tasked with the excavation, loading, hauling and disposal of contaminated soil material and the on-site treatment or hauling and disposal of contaminated groundwater. The remainder of the work that is planned to be done by the Town in an effort to reduce the anticipated costs includes:

1. The use of the Town's gravel backfill material; and
2. The use of the Town's highway labor, and equipment for the loading, hauling, backfill and other surface restoration.

Our opinion of the probable cost of this project based upon consultation with several experienced clean up contractors is now approximately \$250,000. This cost assumes contaminated soils to a depth of ten feet


Nadine Fuda  
September 5, 2018  
Page 2 of 2

with groundwater encountered at five feet below the surface. The bulk of the construction cost is associated with hauling material offsite and disposal fees.

We are ready to finalize the documents and coordinate advertising for bids so that work can be completed this fall in the manner described above. Please contact us if you wish to proceed in another manner.

Should you have any questions, we are available to discuss this further.

Very truly yours,  
LABERGE GROUP

By:   
Philip E. Koziol, P.E.  
Project Manager

PEK: ahb

C: David Harris, Supervisor, Via Mail  
Town Board Members (M. Kenney, S. Swartz, J. Bult, T. Rex), Via Mail  
Ken Holmes, Highway Superintendent, Via Mail  
Ryan Mullahy, Town Attorney, Via Mail

**RESOLUTION**

At an Official Meeting of the Town of Schodack Board, Rensselaer County, New York, held on November 8, 2018, the following resolution was made by \_\_\_\_\_ and was subsequently seconded by \_\_\_\_\_

**WHEREAS**, after due publication of notice, the Town, on October 31, 2018 received two (2) bids for the Town of Schodack Highway Facility Fuel Spill Remediation Project as follows: a bid from NRC NY Environmental Inc. for \$270,390.00; and a bid from Land Remediation, Inc. for \$337,900.00 and

**WHEREAS**, the bids were reviewed for conformance to specifications and submittal of required bid bond and non-collusive certificates; and

**WHEREAS**, the Consulting Engineers, Laberge Engineering & Consulting Group Ltd. have submitted their report relative to their analysis of bids.

**NOW, THEREFORE, BE IT RESOLVED THAT** the recommendation of said Engineers be hereby accepted, approved and adopted; and

**BE IT FURTHER RESOLVED THAT** Supervisor Harris is authorized to sign contract documents for the Town of Schodack Highway Facility Fuel Spill Remediation Project; and

**BE IT FURTHER RESOLVED THAT:** the Town of Schodack Highway Facility Fuel Spill Remediation Project be hereby awarded to:

NRC NY Environmental Inc. 6392 Deere Road; Syracuse, New York 13206 in the amount of \$ \$270,390.00.

The Board Members Present were:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF NEW YORK)  
COUNTY OF RENSSELAER ) ss:  
TOWN OF Schodack)

I, \_\_\_\_\_, do hereby verify that the foregoing is a true copy of a resolution adopted by the \_\_\_\_\_  
Town Board of the Town of Schodack  
Rensselaer County, New York, on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Clerk

S E A L

HIGHWAY FACILITY FUEL SPILL REMEDIATION  
 RECORD OF BID SOLICITATION

LABERGE PROJECT NO. 2017119



Company	Contact Name	Telephone	Email	Mailing Address	Email Sent	Phone Call Date	Interest / Comments
Goulet Trucking, Inc.	Jeff Goulet	413.665.1323	jeffgoulet@goulettrucking.com	PO Box 259; 20 Industrial Drive West South Deerfield, MA 01373	10/15/18	10/16/18	Possibly bidding, will stop at Schodack to review Contract Documents.
NRC	Ken Bracken	518.355.0197	kbracken@nrc.com	4240 Albany Street; Albany, NY 12205	10/13/18	10/16/18	Will pick up Contract Documents and will bid.
Albany Tank Services	John Galvin	518.378.7480	albanytank@aol.com	PO Box 331; Ravenna, NY 12143	10/13/18	10/16/18	Will pick up Contract Documents and will bid.
Northeastern Environmental Technologies Corp.	Jeffrey T. Wink; also may speak with Rob.	518.884.8545	jeffw@nvepr.com	1476 Saratoga Road; Ballston Spa, NY 12020	10/13/18	10/16/18	Will pick up Contract Documents and will bid.
William J. Keller & Sons Construction Corp.	John Keller, Jr.	518.732.7782	jkeller1@wjceller.com	1435 Route 9; Castleton, NY 12033	10/13/18	10/16/18	Not their type of work.
Environmental Products & Services of Vermont, Inc.	Nicholas Mueller	518-465-4000	nmuller@epsenvironment.com	40 Hamilton Lane; Glenmont, NY 12077	10/15/18	10/16/18	Not bidding.
Clean Harbors Environmental Services, Inc.	Patrick Gillespie	518.410.3220	patrick.gillespie@cleanharbors.com	32 Bask Road Glenmont, NY 12077	10/15/18	10/16/18	Left message on voice mail.
ACV Enviro	Erika McDowell	845.562.8778	emcdowell@acvenviro.com	1106 River Road New Windsor, NY 12553	Personal visit by Erika 10/17/18		Possibly bidding, will stop at Schodack to review Contract Documents.
Land Remediation Inc	Keith Decker	518.766.4105		74 Hudson River Road; Waterford, NY 12188	Obtained from plan house		
Environmental Services Group	Todd Harris	716.425.6985		177 Wales Avenue Tonawanda, NY 14150		10/19/18	Interested will request contract documents from Town
Island Pump and Tank Service <b>Plan House Distribution</b>	Mike Devogel	845.275.9034	miked@islandpumpandtank.com	40 Doyle Court; East Northport, NY 11731			
Eastern Contractors Assoc.	Judy Ploof	518.869.0961	judyp@easternca.org	6 Airline Drive; Albany, NY 12205	10/15/18	10/16/18	
McGraw Hill Construction Group	Douglas Sharlow	781.430.2007	Dodge_reocna@mcgraw-hill.com; joseph_kelhofer@construction.com; support@construction.com	3315 Central Avenue; Hot Springs, AR 71913	10/15/18	10/16/18	
Construct Connect	Henri Bradshaw	800.364.2059 ext 8037	henri.bradshaw@constructconnect.com	30 Technology Park Way S., Suite 100; Norcross, GA 30092	10/15/18	10/16/18	
Syracuse Builders Exchange	Monica Noble	315.437.9936	mnoble@syrabex.com	6563 Ridings Rd; Syracuse, NY 13206	10/15/18	10/16/18	

Bids Received by the Town of Schoodack at the Town Hall at 10 o'clock A.M. on October 31, 2018		Prospective Bidders										
NRC	LAND Remediation, Inc.	Northeastern Environmental Technologies Corp	Clean Harbors	ACV Enviro	Albany Tank Services, Inc.	Island Pump and Tank Corp	The Environmental Service Group (NY) Inc					
<b>Proposal Information (Responsive Bid Review)</b>												
Proposal p.1.3.1	yes	yes	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Statement of Contractor's Qualifications p.1.3.2	yes	yes	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Non-Collusion Certification p.1.3.3	yes	yes	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Certificate of Non-Discrimination p.1.3.4	yes	yes	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Written Words agree with numbers	yes	yes	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Bid Proposal p.1.3.6	yes	yes	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Addendum Noted	yes	yes	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Signed	yes	yes	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Bid Proposal p.1.3.8	Completed citing 5% of contracted amount for Surety Bond	Completed citing 5% of contracted amount for Surety Bond	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Any Qualifications / Stipulations Made	no	no	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Misc:	-	-	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
<b>Bid Item Review</b>												
<b>Bid Item Number</b>	<b>Item Description</b>	<b>Excavate, Load, Haul &amp; Dispose of Petroleum Impacted Soils per Ton</b>	<b>Unit of Measurement</b>	<b>TON</b>	<b>Estimated Quantity</b>	<b>3100</b>						
1	Unit Price Bid	\$69.95	\$0.00	\$0.00	\$0.00	\$0.00						
	Total Price Bid for this Item:	\$250,945.00	\$0.00	\$0.00	\$0.00	\$0.00						
<b>Bid Item Number</b>	<b>Item Description</b>	<b>Dewatering System &amp; Filtration/Treatment Complete</b>	<b>Unit of Measurement</b>	<b>LUMP SUM</b>	<b>Estimated Quantity</b>	<b>1</b>						
2	Unit Price Bid	\$19,445.00	\$0.00	\$0.00	\$0.00	\$0.00						
	Total Price Bid for this Item:	\$19,445.00	\$0.00	\$0.00	\$0.00	\$0.00						
<b>Total Bid Price</b>		<b>\$270,390.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>						
5%		\$ amount of Surety Bond specified as 5% of contract amount, not a \$ amount	\$ amount of Surety Bond specified as 5% of contract amount, not a \$ amount									
<b>Proposed Guaranty</b>		<b>\$12,519.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>						
<b>Amount Required To Be Provided</b>		<b>\$12,519.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>						
<b>Difference in Bid Amount as compared to Low Bid</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>						



**SECTION 1.3**

**PROPOSAL**

PLACE Town of Schodack

DATE October 31, 2018

Proposal of NRC NY Environmental Services, Inc.  
(Hereinafter called "Bidder") \* a corporation, organized and existing under the laws of the State of  
Delaware, \* a partnership, or an individual doing business as \_\_\_\_\_

To the: Town of Schodack, Rensselaer County, New York (Hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of Highway Facility Fuel Spill Remediation having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project on or before **December 14, 2018** as stipulated in the Specifications. Bidder further agrees to pay, as liquidated damages, the sum of \$250.00 plus Engineering Costs, for each consecutive calendar day there after, as hereinafter provided. The Bidder understands that: (1) certain of the Bid items listed below may have a stipulated minimum and maximum, or just stipulated unit price amount, and that for a Bid Proposal to be considered formal the unit price entered by the Bidder, for these particular items, must fall within the stipulated price range or the amount shown; (2) all unit or lump sum prices of the Bid Proposal shall be balanced and reflect true costs for the respective work; and (3) failure to submit a formal bid in accordance with these requirements will be considered sufficient grounds for rejection of the entire bid.

- Insert corporation, partnership or individual, as applicable.

Corporation.

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TO BE SUBMITTED WITH BID PROPOSAL

STATEMENT OF CONTRACTOR'S QUALIFICATIONS

This statement must be submitted by the Contractor with his proposal. All questions must be answered and the data given must be clear and comprehensive.

1. Name of Bidder NRC NY Environmental Services, Inc.
TELEPHONE NO. 518-355-0197

2. Permanent main office address 6392 Deere Road
Syracuse, NY 13206

3. When organized or began business September 26, 1991

4. If a corporation, where incorporated State of Delaware

5. How many years have you been engaged in the contracting business under our present firm name?
27 years

6. Have you ever failed to complete any work awarded to you? No.
If so, where and why

7. Will you, upon request, submit a detailed financial statement and furnish the following information
NRC will provide financial information upon award of a non-disclosure
that may be required by the Owner? contract agreement.

- Contracts on hand: (indicate location, client, gross amount of each contract, approximate anticipated dates of completion, A/E name, address and contact person).
- List of contracts of a similar nature performed within the past two years with location, client, gross amount, date of completion, A/E name, address and contact person.
- List of major equipment owned and available within 10 days of award of this contract.
- Background and experience of the principal members of your personnel, including the officers.
- Credit available (written evidence).
- Such statements, if required, shall be notarized and delivered to the Owner within three (3) days of written or verbal request.
(Contractor may, at his discretion, elect to submit information as delineated under No. 7 with his Bid Proposal.)

8. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in certification of the recitals comprising this Statement of Contractor's Qualifications.

Dated at Albany, NY this 31st day of October, 2018.

NRC NY Environmental Services, Inc.

NAME OF CONTRACTOR

BY Kenneth Bracken

TITLE Branch Manager

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TO BE SUBMITTED WITH BID PROPOSAL

NON-COLLUSION CERTIFICATION

The Bidder certifies that:

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

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

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

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

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

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

2. Any bid hereafter made to the Municipality, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation..

Sincerely yours,



Date October 31, 2018

Firm NRC NY Environmental Services, Inc.  
By *Kenneth Bracken*  
Title Kenneth Bracken, Branch Manager  
Address 6392 Deere Road  
Syracuse, NY 13206

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**TO BE SUBMITTED WITH BID PROPOSAL**

**CERTIFICATE OF NON-DISCRIMINATION**

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, gender, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employees and that employees are treated (during employment), without regard to their race, gender, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. The Contractor agrees to post, in conspicuous places and available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice (to be provided by the agency contracting officer), advising the labor union or workers' representative of the Contractor's commitments under Section 202 of *Executive Order No. 11246 dated September 24, 1965*, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of *Executive Order No. 11246 of September 24, 1965*, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by *Executive Order No. 11246 of September 24, 1954*, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any such rules, regulations or orders, this contract may be cancelled, terminated or suspended, in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in *Executive Order No. 11246 of September 24, 1965*, and such other sanctions may be imposed and remedies invoked as provided in *Executive Order No. 11246 of September 24, 1964*, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of *Executive Order No. 11246 of September 24, 1965*, so that such provisions will be binding upon such subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



**TO BE SUBMITTED WITH BID PROPOSAL**

Firm NRC NY Environmental Services, Inc.

By Kenneth Bracken

Title Branch Manager

Address 6392 Deere Road

Syracuse, NY 13206



Date October 31, 2018

**TO BE SUBMITTED WITH BID PROPOSAL**

**BASE BID  
BID PROPOSAL—TOWN OF SCHODACK—HIGHWAY FACILITY FUEL SPILL REMEDIATION**

ITEM No.	EST. QUAN.	DESCRIPTION	UNIT PRICE IN WRITING	UNIT PRICE IN NUMBERS	TOTAL PRICE (Numerical Only)
1	3,100 Ton	Excavate, Load, Haul & Dispose of Petroleum Impacted Soils complete per Ton	Eighty dollars and ninety-five cents.	\$ 80.95	\$ 250,945.00
2	1 Lump Sum	Dewatering System & Filtration/Treatment Complete	Nineteen thousand, four hundred forty-five dollars and zero cents	\$ 19,445.00	\$ 19,445.00
<b>TOTAL AMOUNT OF BASE BID – HIGHWAY FACILITY FUEL SPILL REMEDIATION</b>					
			Two hundred, seventy thousand, three hundred ninety dollars and zero cents	\$ 270,390.00	(IN NUMBERS)
<p align="center">AMOUNT IN WRITING</p> <ul style="list-style-type: none"> <li>• DEPENDING UPON THE AMOUNT OF THE TOTAL BASE BID, THE OWNER RESERVES THE RIGHT TO ELIMINATE ANY OR ALL OF THE CONTRACT WORK, BASED UPON THE AVAILABILITY OF FUNDS, WITHOUT COST OF ANY NATURE TO THE OWNER.</li> </ul>					

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TO BE SUBMITTED WITH BID PROPOSAL

BID (PROPOSAL)

(Amounts are to be shown in both words and figures. In case of discrepancy the amount shown in words will govern.)

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 45 calendar days after the date of opening of bids.

In computing this bid, Bidder has not included the sales and compensating use taxes of the State of New York for any supplies or materials to be sold to the Owner pursuant to the provisions of the modifications to the General Conditions which are exempt from such taxes in accordance with the provisions of the modifications to the General Conditions.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal Contract attached within ten (10) days and deliver a Surety Bond, or Bonds, as required by the General Conditions. The bid security attached in the sum of five percent

(\$ 5%) is to become the property of the Owner in the event the Contract and Bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder acknowledges receipt of the following Addendum:

<u>Addendum No.</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____



(SEAL - if bid is by a Corporation)

Respectfully Submitted: NRC NY Environmental Services, Inc.

Kenneth Bracken, Branch Manager *[Signature]*  
(Title)

6392 Deere Road, Syracuse, NY 13206  
Business Address & Zip Code

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**SECTION 1.5**

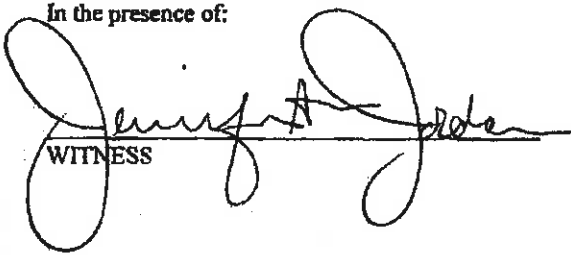
**BID BOND**


**1.5.01 KNOW ALL MEN BY THESE PRESENTS**, that we NRC NY Environmental Services, Inc.  
 \_\_\_\_\_, hereinafter called the Principal, as Principal, and the Allied World Insurance Company, of  
199 Water Street, New York, NY 10038, a corporation duly organized  
 under the laws of the State of <sup>Delaware</sup> ~~New York~~, hereinafter called the Surety, as Surety, are held and firmly bound  
 unto Town of Schodack hereinafter called the Obligee, in the sum of Five Percent  
of the Proposal \*\*\*\*\* Dollars (\$ 5% ), for the payment of which sum well and truly to  
 be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors  
 and assigns, jointly and severally, firmly by these presents.

**1.5.02 WHEREAS**, the Principal has submitted a bid for Highway Facility Fuel Spill Remediation  
 \_\_\_\_\_

**1.5.03 NOW, THEREFORE**, if the Obligee shall accept the bid of the Principal and the Principal shall  
 enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds  
 as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful  
 performance of such Contract and for the prompt payment of labor and material furnished in the prosecution  
 thereof or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the  
 Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified  
 in said bid and such larger amount for which the Obligee may in good faith contract with another party to  
 perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full  
 force and effect.

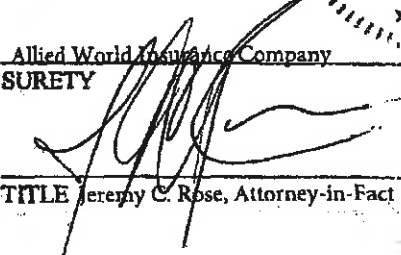
**1.5.04 SIGNED AND SEALED** this 31st day of October A.D. 2018.

In the presence of:  
  
 \_\_\_\_\_  
 WITNESS

NRC NY Environmental Services, Inc.  
 PRINCIPAL  
  
 \_\_\_\_\_  
 TITLE



  
 \_\_\_\_\_  
 WITNESS Tina Foster

Allied World Insurance Company  
 SURETY  
  
 \_\_\_\_\_  
 TITLE Jeremy C. Rose, Attorney-in-Fact

STATE OF TENNESSEE  
COUNTY OF KNOX, TO WIT:

I, Autumn N. Schneider, a Notary Public in and for the county aforesaid, do hereby certify that Jeremy C. Rose, who signed the foregoing writing bearing date on the 31st day of October, 2018, for **ALLIED WORLD INSURANCE COMPANY**, a corporation, has this day in my said county, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this 31st day of October, 2018

My commission expires: April 27, 2021



Autumn N. Schneider  
Autumn N. Schneider, Notary Public



Acknowledgement of Principal

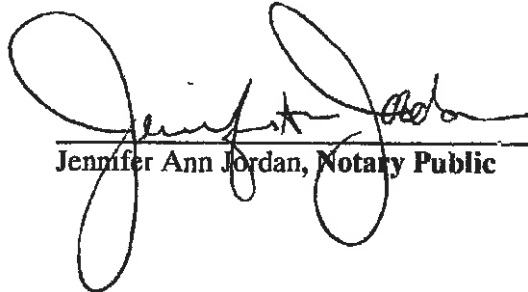
STATE OF New York

COUNTY OF Suffolk , TO WIT:

I, Jennifer Ann Jordan, a Notary Public in and for the county aforesaid, do hereby certify that Paul Taveira President, who signed the foregoing writing bearing date on the 31<sup>st</sup> day of October, 2018, for NRC NY Environmental Services, Inc., has this day in my said county, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this 31<sup>st</sup> day of October, 2018

My commission expires: 12/13/18

  
\_\_\_\_\_  
Jennifer Ann Jordan, Notary Public

JENNIFER ANN JORDAN  
Notary Public, State of New York  
No. 01JO6231988  
Qualified in Suffolk County  
Commission Expires 12/13/20 18



ALLIED WORLD INSURANCE COMPANY - NAIC # 22730

CONDENSED STATUTORY BASIS  
FINANCIAL STATEMENT

AS OF DECEMBER 31, 2017

ADMITTED ASSETS

BONDS	241,351,068
PREFERRED STOCKS	6,747,276
COMMON STOCKS	44,901,487
INVESTMENT IN PARENTS, SUBSIDIARIES AND AFFILIATES	680,533,034
CASH & SHORT TERM INVESTMENTS	194,554,942
AGENTS BALANCES OR UNCOLLECTED PREMIUMS	118,492,166
OTHER ASSETS	521,487,394
<b>TOTAL ASSETS</b>	<b>\$ 1,788,067,367</b>

LIABILITIES

RESERVE FOR LOSSES	316,059,727
RESERVE FOR LOSS ADJUSTMENT EXPENSES	121,656,498
RESERVE FOR UNEARNED PREMIUMS	109,735,799
OTHER LIABILITIES	228,999,528
<b>TOTAL LIABILITIES</b>	<b>776,451,552</b>

CAPITAL AND SURPLUS

SPECIAL SURPLUS FUNDS	-
CAPITAL STOCK	5,000,000
CAPITAL IN EXCESS OF PAR VALUE	1,004,778,350
UNASSIGNED SURPLUS	1,837,465
<b>TOTAL CAPITAL AND SURPLUS</b>	<b>2,011,615,815</b>
<b>TOTAL</b>	<b>\$ 1,788,067,367</b>

In the state of New York, county of New York, Robert Larson personally appeared before the undersigned who being duly sworn, deposes and says that he is the Vice President and Treasurer of Allied World Insurance Company and that the foregoing statement is correct and true.

NOTARY Sworn to and subscribed before Me this 1st day of March, 20 18

Signature [Signature] My Commission Expires January 21, 2019

**MAYRA MENDOZA**  
Notary Public, State of New York  
No. 01ME5071763  
Qualified in Queens County  
Commission Expires January 21 2019



**ALLIED WORLD INSURANCE COMPANY**  
 199 Water Street  
 New York, NY 10038  
 USA

**POWER OF ATTORNEY**

Issue Date: May 16, 2018

No. 11429-A1389

Single Transaction Limit: \$10,000,000

**KNOW ALL MEN BY THESE PRESENTS:**

Allied World Insurance Company, a New Hampshire corporation (the "Company") does hereby appoint

NAME(s): Janice Fennell Jeremy C. Rose  
Richard C. Rose  
 FIRM: Willis of Tennessee, Inc. 265 Brookview Centre Way, Suite 505 Knoxville, TN 37919

Its true and lawful Attorney(s)-In-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above-referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, ALLIED WORLD INSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.  
 This 16th day of May, 2018



*Robert E. Staples*

Name: Robert E. Staples  
 Title: Senior Vice President - Surety

State of Pennsylvania  
 County of Philadelphia

) ss.

On this 16th day of May, 2018, before me came the above-named officer of ALLIED WORLD INSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

*Elizabeth K. Bell*

Notary

My Commission Expires: 08/05/2018

**CERTIFICATE**

Excerpt of Resolution adopted by the Board of Directors of the ALLIED WORLD INSURANCE COMPANY (the "Corporation"), on December 31, 2012:

RESOLVED, that the proper officers of the Corporation, the head of the surety business line for the Corporation and their appointed designees (each an "Authorized Officer" and collectively, the "Authorized Officers") be, and each hereby is, authorized to appoint one or more Attorneys-in-Fact to represent and act for and on behalf of the Corporation in the transaction of the Company's surety business to execute (under the common seal of the Corporation, if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the signatures and attestations of the Authorized Officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile or mechanically reproduced signature of any Authorized Officer, whether made heretofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

RESOLVED, that in connection with the Corporation's transaction of surety business, any such Attorney-in-Fact delivering a secretarial or other certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact.

RESOLVED, that the Authorized Officers be, and each hereby is, authorized to execute (under the common seal of the Corporation, if appropriate), make, file and deliver in the name and on behalf of the Corporation any and all consents, certificates, agreements, amendments, supplements, instruments and other documents whatsoever, and do any and all other things whatsoever in connection with the Corporation's transaction of surety business, as such Authorized Officer shall in his or her absolute discretion deem or determine appropriate and any of the foregoing resolutions, the transactions contemplated thereby and any ancillary matters thereto and/or to carry out the purposes and intent thereof, such deeming or determination to be conclusively evidenced by any such execution or the taking of any such action by such Authorized Officer.

I, Sung Lee, Secretary of the ALLIED WORLD INSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this 31st day of October, 2018

All Claim Notices should be sent to the below:

Allied World Insurance Company  
 Attn: Surety Department  
 30 South 17th Street, Suite 1600  
 Philadelphia, PA 19103

*Sung Lee*

Sung Lee, VP, Legal

**SECTION 1.3**

**PROPOSAL**

PLACE Town of Schodack

DATE October 31, 2018

Proposal of LAND Remediation, Inc.  
(Hereinafter called "Bidder") \* a corporation, organized and existing under the laws of the State of  
New York, \* a partnership, or an individual doing business as LAND Remediation, Inc.

To the: Town of Schodack, Rensselaer County, New York (Hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of Highway Facility Fuel Spill Remediation having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project on or before **December 14, 2018** as stipulated in the Specifications. Bidder further agrees to pay, as liquidated damages, the sum of \$250.00 plus Engineering Costs, for each consecutive calendar day there after, as hereinafter provided. The Bidder understands that: (1) certain of the Bid items listed below may have a stipulated minimum and maximum, or just stipulated unit price amount, and that for a Bid Proposal to be considered formal the unit price entered by the Bidder, for these particular items, must fall within the stipulated price range or the amount shown; (2) all unit or lump sum prices of the Bid Proposal shall be balanced and reflect true costs for the respective work; and (3) failure to submit a formal bid in accordance with these requirements will be considered sufficient grounds for rejection of the entire bid.

- Insert corporation, partnership or individual, as applicable.  
Corporation

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TO BE SUBMITTED WITH BID PROPOSAL

STATEMENT OF CONTRACTOR'S QUALIFICATIONS

This statement must be submitted by the Contractor with his proposal. All questions must be answered and the data given must be clear and comprehensive.

1. Name of Bidder LAND Remediation, Inc.  
TELEPHONE NO. 518-766-4105
2. Permanent main office address 74 Hudson River Road  
Waterford, NY 12188
3. When organized or began business October 2006
4. If a corporation, where incorporated New York
5. How many years have you been engaged in the contracting business under our present firm name?  
Over 9 years
6. Have you ever failed to complete any work awarded to you? No  
If so, where and why \_\_\_\_\_
7. Will you, upon request, submit a detailed financial statement and furnish the following information that may be required by the Owner? If requested
  - Contracts on hand: (indicate location, client, gross amount of each contract, approximate anticipated dates of completion, A/E name, address and contact person).
  - List of contracts of a similar nature performed within the past two years with location, client, gross amount, date of completion, A/E name, address and contact person.
  - List of major equipment owned and available within 10 days of award of this contract.
  - Background and experience of the principal members of your personnel, including the officers.
  - Credit available (written evidence).
  - Such statements, if required, shall be notarized and delivered to the Owner within three (3) days of written or verbal request.  
(Contractor may, at his discretion, elect to submit information as delineated under No. 7 with his Bid Proposal.)
8. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in certification of the recitals comprising this Statement of Contractor's Qualifications.

Dated at Waterford, NY this 31st day of October, 2018.

LAND Remediation, Inc.  
NAME OF CONTRACTOR

BY *Keith A. Decker*  
TITLE Project Director

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TO BE SUBMITTED WITH BID PROPOSAL

NON-COLLUSION CERTIFICATION

The Bidder certifies that:

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

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

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

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

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

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

2. Any bid hereafter made to the Municipality, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation..

(Corporate Seal,  
if any)

Sincerely yours,

Firm LAND Remediation, Inc.  
By Teril A. Decker  
Title Project Director  
Address 74 Hudson River Road  
Waterford, NY 12188

Date October 31, 2018



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## TO BE SUBMITTED WITH BID PROPOSAL

### CERTIFICATE OF NON-DISCRIMINATION

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, gender, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employees and that employees are treated (during employment), without regard to their race, gender, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. The Contractor agrees to post, in conspicuous places and available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice (to be provided by the agency contracting officer), advising the labor union or workers' representative of the Contractor's commitments under Section 202 of *Executive Order No. 11246 dated September 24, 1965*, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of *Executive Order No. 11246 of September 24, 1965*, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by *Executive Order No. 11246 of September 24, 1954*, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any such rules, regulations or orders, this contract may be cancelled, terminated or suspended, in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in *Executive Order No. 11246 of September 24, 1965*, and such other sanctions may be imposed and remedies invoked as provided in *Executive Order No. 11246 of September 24, 1964*, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of *Executive Order No. 11246 of September 24, 1965*, so that such provisions will be binding upon such subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**TO BE SUBMITTED WITH BID PROPOSAL**

Firm LAND Remediation, Inc.

By *Keith H. Beck*

Title Project Director

Address 74 Hudson River Road

Waterford, NY 12188

(Corporate Seal,  
if any)

Date October 31, 2018

**TO BE SUBMITTED WITH BID PROPOSAL**

**BASE BID  
BID PROPOSAL--TOWN OF SCHODACK-- HIGHWAY FACILITY FUEL SPILL REMEDIATION**

ITEM No.	EST. QUAN.	DESCRIPTION	UNIT PRICE IN WRITING	UNIT PRICE IN NUMBERS	TOTAL PRICE (Numerical Only)
1	3,100 Ton	Excavate, Load, Haul & Dispose of Petroleum Impacted Soils complete per Ton	Sixty Nine Dollars	\$ 69.00	\$ 213,900
2	1 Lump Sum	Dewatering System & Filtration/Treatment Complete	One Hundred Twenty Four Thousand Dollars	\$ 124,000	\$ 124,000
<p><b>TOTAL AMOUNT OF BASE BID -- HIGHWAY FACILITY FUEL SPILL REMEDIATION</b></p> <p>Three Hundred Thirty Seven Thousand Nine Hundred Dollars</p> <p align="center">AMOUNT IN WRITING</p> <p align="right">\$ 337,900 (IN NUMBERS)</p>					
<p>• DEPENDING UPON THE AMOUNT OF THE TOTAL BASE BID, THE OWNER RESERVES THE RIGHT TO ELIMINATE ANY OR ALL OF THE CONTRACT WORK, BASED UPON THE AVAILABILITY OF FUNDS, WITHOUT COST OF ANY NATURE, TO THE OWNER.</p>					

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TO BE SUBMITTED WITH BID PROPOSAL

BID (PROPOSAL)

(Amounts are to be shown in both words and figures. In case of discrepancy the amount shown in words will govern.)

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 45 calendar days after the date of opening of bids.

In computing this bid, Bidder has not included the sales and compensating use taxes of the State of New York for any supplies or materials to be sold to the Owner pursuant to the provisions of the modifications to the General Conditions which are exempt from such taxes in accordance with the provisions of the modifications to the General Conditions.

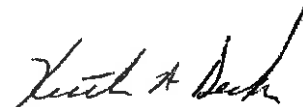
Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal Contract attached within ten (10) days and deliver a Surety Bond, or Bonds, as required by the General Conditions. The bid security attached in the sum of 5%

(\$ \_\_\_\_\_) is to become the property of the Owner in the event the Contract and Bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder acknowledges receipt of the following Addendum:

<u>Addendum No.</u>	<u>Dated</u>
NA	
_____	_____
_____	_____
_____	_____

Respectfully Submitted: Keith Decker  
*LAWN Remediation*  
Project Director



(Title)

74 Hudson River Road, Waterford, NY 12188  
Business Address & Zip Code

(SEAL - if bid is by  
a Corporation)

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**SECTION 1.5**

**BID BOND**

**1.5.01 KNOW ALL MEN BY THESE PRESENTS**, that we LAND REMEDIATION, INC.  
, hereinafter called the Principal, as Principal, and the ENDURANCE ASSURANCE CORPORATION, of  
240 Cedar Knolls Road, Suite 404 Cedar Knolls, NJ 07927, a corporation duly organized  
under the laws of the State of New York, hereinafter called the Surety, as Surety, are held and firmly bound  
unto TOWN OF SCHODACK hereinafter called the Obligee, in the sum of FIVE PERCENT OF  
CONTRACT AMOUNT Dollars (\$ 5% ), for the payment of which sum well and truly to  
be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors  
and assigns, jointly and severally, firmly by these presents.


**1.5.02 WHEREAS**, the Principal has submitted a bid for   
The project involves the excavation, loading and disposal of 3,100 tons of petroleum contaminated soil. Also includes temporary  
dewatering and treatment of groundwater during excavation.

**1.5.03 NOW, THEREFORE**, if the Obligee shall accept the bid of the Principal and the Principal shall  
enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds  
as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful  
performance of such Contract and for the prompt payment of labor and material furnished in the prosecution  
thereof or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the  
Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified  
in said bid and such larger amount for which the Obligee may in good faith contract with another party to  
perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full  
force and effect.

**1.5.04 SIGNED AND SEALED** this 29TH day of OCTOBER A.D. 2018.

In the presence of: LAND REMEDIATION, INC. (Seal)  
PRINCIPAL

  
\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
TITLE

ENDURANCE ASSURANCE CORPORATION (Seal)  
SURETY

  
\_\_\_\_\_  
WITNESS JOSEPH V CARDINALE

  
\_\_\_\_\_  
TITLE GARY A CARDINALE, ATTORNEY-IN-FACT



NOTARIAL JURAT

INDIVIDUAL ACKNOWLEDGEMENT

State of \_\_\_\_\_ ]
County of \_\_\_\_\_ ] ss:
On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared
known to me to be the person \_\_\_ described in and who executed the foregoing instru-
ment, and \_\_\_he\_\_\_ duly acknowledged to me that \_\_\_he\_\_\_ executed the same.

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT

State of \_\_\_\_\_ ]
County of \_\_\_\_\_ ] ss:
On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared
known to me to be a member of the firm of \_\_\_\_\_
described in and which executed the foregoing instrument, and \_\_\_he\_\_\_ thereupon
acknowledged to me that \_\_\_he\_\_\_ executed the same as and for the act and deed of said firm.

Notary Public

CORPORATION ACKNOWLEDGEMENT

State of New York ]
County of Saratoga ] ss:
On this 30 day of October, 2018, before me personally appeared
William Lindheimer
to me known, who being by me duly sworn, did depose and say: that \_\_\_he\_\_\_ resides
at 7 Griffin Rd, Stephentown, NY; that \_\_\_he\_\_\_ is \_\_\_\_\_
of the corporation described in and which executed the foregoing instrument; that \_\_\_he\_\_\_
knows the seal of said corporation; that the seal affixed to said instrument is such
corporate seal; that it was so affixed by order of the Board of Directors of said
corporation; and that \_\_\_he\_\_\_ signed h\_\_\_ name thereto by like order.

AMY PETRO
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN SARATOGA COUNTY
NO. 01PE6190652
COMMISSION EXPIRES JULY 28, 2020

*Amy Petro*

Notary Public

SURETY ACKNOWLEDGEMENT

State of NEW YORK ]
County of ERIE ] ss:
On this 29TH day of OCTOBER, 2018, before me personally appeared \_\_\_\_\_
GARY A. CARDINALE
to me known, who being by me duly sworn, did depose and say: that \_\_\_he\_\_\_ resides in the
City of BUFFALO, NY; that \_\_\_he\_\_\_ is the \_\_\_\_\_
ATTORNEY-IN-FACT of the above signed surety, the
corporation described in and which executed the within instrument; that \_\_\_he\_\_\_ knows the
corporate seal of said corporation; that the seal affixed to said instrument is such
corporate seal; that it was so affixed by order of the Board of Directors of said corpora-
tion; and that \_\_\_he\_\_\_ signed his name thereto by like order.

COLLEEN A KENDZIORA
NOTARY PUBLIC STATE OF NEW YORK
ERIE COUNTY
COMM. EXP. 03/23/20 22

*Colleen A. Kendziora*

Notary Public

**ENDURANCE ASSURANCE CORPORATION**  
**Balance Sheet - Statutory Basis**  
**December 31, 2017**

**Assets:**

Bonds	\$ 1,017,941,883
Common stocks of subsidiaries	495,159,214
Other invested assets	18,251,701
Cash, cash equivalents, and short-term assets	94,257,682
Receivable for securities	13,105
<b>Total cash and invested assets</b>	<b>1,625,623,585</b>

Agents' balances or uncollected premiums	360,112,421
Reinsurance recoverable on loss and loss adjustment expense payments	9,044,841
Funds held by or deposited with reinsurance companies	15,865,750
Net deferred tax assets	23,360,063
Net deposit assets	13,159,195
Current federal income tax recoverable	6,274,501
Investment income due and accrued	5,094,425
Other admitted assets	480,522
<b>Total admitted assets</b>	<b>\$ 2,059,015,303</b>

**Liabilities:**

Loss and loss adjustment expenses	\$ 604,289,380
Reinsurance payable on paid loss and loss adjustment expenses	5,435,818
Unearned premiums	283,094,767
Ceded reinsurance premiums payable	176,734,568
Commissions payable, contingent commissions and other similar items	(4,812,114)
Amounts withheld or retained by company for account of others	28,904,629
Other expenses payable	24,213,227
Net deposit liability	8,816,664
Payable to parent, subsidiaries and affiliates	8,139,892
Provision for reinsurance	18,098,492
Other liabilities	14,621,770
<b>Total Liabilities</b>	<b>1,167,537,093</b>

**Capital and surplus:**

Special surplus funds - retroactive reinsurance gain	1,286,508
Common capital stock	5,000,000
Gross paid in and contributed surplus	1,214,000,000
Unassigned deficit	(328,808,298)
<b>Total capital and surplus</b>	<b>891,478,210</b>

<b>Total liabilities and capital and surplus</b>	<b>\$ 2,059,015,303</b>
--	-------------------------

I, Stan Osofsky, Treasurer of Endurance Assurance Corporation (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2017 prepared in conformity with accounting practices prescribed or permitted by the State of Delaware Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon request at the Company's office located at 4 Manhattanville Road, 3rd floor, Purchase, NY 10577.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company.

  
 Stan Osofsky

Subscribed and sworn to before me this 26<sup>th</sup> day of March 2018



NICHOLAS JAMES BENENATI  
 NOTARY PUBLIC-STATE OF NEW YORK  
 NO 018E6333911  
 QUALIFIED IN NEW YORK COUNTY  
 MY COMMISSION EXPIRES 12-07-2019

# ENDURANCE ASSURANCE CORPORATION

## POWER OF ATTORNEY

**Know all Men by these Presents**, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents does make, constitute and appoint **GARY A. CARDINALE** its true and lawful Attorney(s)-in-fact at Purchase, NY in the State of NY and each of them to have full power to act without the other or others to make, execute and deliver on its behalf, as surety or co-surety, bonds and undertakings in and for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds and undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the total amount of the bond or the sum of **TEN MILLION Dollars (\$10,000,000)**.

Such bonds and undertakings for said purposes when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made, made, and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th day of January, 2014, a copy of which appears hereunder under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, a copy of which resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 4th day of May, 2018 at Purchase, New York.

(Corporate Seal)  
ATTEST

  
MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

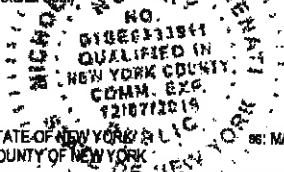
ENDURANCE ASSURANCE CORPORATION

By   
SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK ss: Purchase  
COUNTY OF WESTCHESTER

On the 4th day of May, 2018 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument and that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal that it was so affixed by order of the Board of Directors of said Corporation, and that (s)he signed his (her) name thereto by like order.

(Notarial Seal)





Nicholas James Benenati, Notary Public - My Commission Expires 12/07/2019

### CERTIFICATE

STATE OF NEW YORK ss: MANHATTAN  
COUNTY OF NEW YORK

I, CHRISTOPHER DONELAN, the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney and that the same is a true and correct copy of the original power of attorney and of the whole thereof;

2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

And be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation"

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 29TH day of OCTOBER, 2018.

(Corporate Seal)



  
CHRISTOPHER DONELAN, PRESIDENT

Any reproductions are void.

Primary Surety Claims Submission: suretybondclaims@sompo-intl.com  
Surety Claims Hotline: 877-676-7575

Mailing Address: Surety Claims Department, Sompo International, 1221 Avenue of the Americas, 18th Floor, New York, NY 10020

## Services

- Groundwater Treatment Plant Construction
- Contaminated Sediment Dredging
- Sheet Pile Installation & Excavation Support Systems
- Design/Build
- In-Situ Stabilization/Solidification
- Contaminated Soil Excavation
- Sediment Capping
- Barrier Wall Installation
- Landfill Capping
- Wetland Mitigation
- Utility Installation/Relocation

## Safety

LRI actively manages our safety program every day. LRI has an EMR of 0.82 and has had over 3 years without a single OSHA Recordable Incident. We participate in ISNetwork and Avelta to monitor our safety statistics and programs performed for private clients.

## Contact Information

### Contact for Business Opportunities:

Keith Decker  
LAND Remediation  
74 Hudson River Road  
Waterford, NY 12188

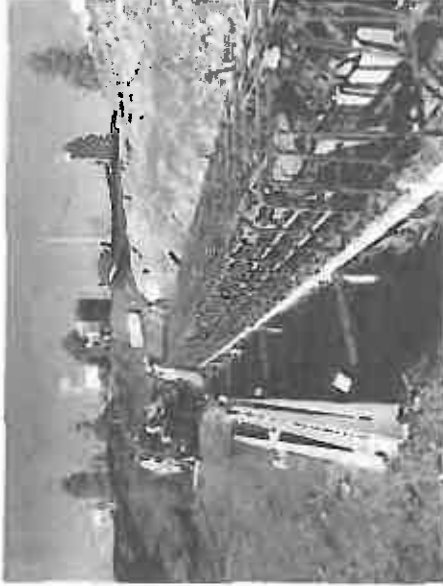
C: 518.229.7214  
P: 518.766.4105  
kad@land-remediation.com

**Full-service remediation contractor  
specializing in heavy civil,  
geotechnical and dredging services**

# LAND

an environmental services company  
**Remediation, Inc.**

LAND Remediation, Inc. (LRI) conducts all phases of remediation work including construction support during site investigations, remedial design, as well as constructability reviews to enhance the full scale remedy to be implemented at sites. LRI has completed projects all across New York and the Northeast United States, ranging in size from \$10,000 to over \$17,000,000. Our project teams understand all aspects of planning, scheduling and execution of the projects. LRI prides itself on being innovative thinkers and problem solvers with a company culture focused on Client satisfaction.



## Bonding & Insurance

**Bonding Limit:**  
\$25M Per Contract  
\$50M Aggregate

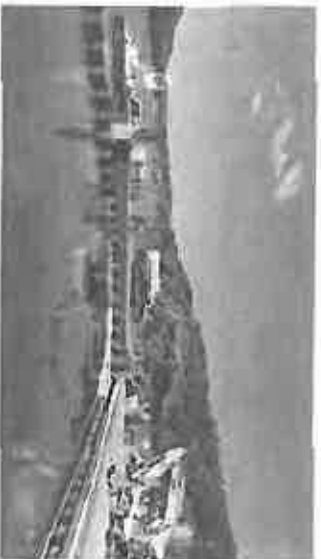
**Liability Insurance:**  
\$1M Occurrence  
\$2M General Aggregate  
\$10M Excess Umbrella

## Codes

**DUNS:** 829753735  
**CAGE Code:** 5UQTR

## NAICS CODES

562910 – Remediation Services  
237990 – Heavy and Civil Engineering Construction  
238910 – Piling  
561210 – Facilities Support Services  
562112 – Hazardous Waste Collection  
562211 – Hazardous Waste Treatment/Disposal  
562212 – Solid Waste Landfill  
562219 – Other Non-Hazardous Waste Treatment  
562998 – All Other Misc. Waste Management  
237990—Dredging



# LAND

**Remediation, Inc.**

an environmental services company

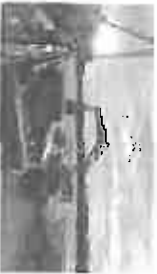
## Sample Projects of Past & Current Projects of LRI Construction



**National Fuel Gas, Gastown MGP Site, Tonawanda, NY.**  
Subcontracted to GEI Consultants under a design/build contract to perform in-situ stabilization, dredging and building demolition services at this former manufactured gas plant (MGP).



**Central Hudson Gas & Electric, Former MGP Site, Kingston, NY.**  
Remedial construction subcontractor to O'Brien & Gere for the completion of a 100% design and permitting package to remediate this former MGP site. The program included ISS of 20,000 cy of upland soils, installation of 450 lf permanent steel bulkhead, over 2,000 lf of in river temporary containment sheetpiling, dredging of 25,000 cy of sediments, established navigational bypasses, removal and demolition of a dry-dock within the navigational channel.



**National Grid, Smith Avenue MGP Site, Troy, NY.**  
Awarded this project to excavate the contents of the former gas holder using a temporary fabric structure. Once the secant wall has been constructed the former steel bulkhead along with the temporary stone buttress will be removed along with approximately 6,000 cy of MGP impacted sediments in the approach to the ACOE Federal Lock in the Hudson River.



**National Grid, Schermerhorn Creek MGP Site, Schenectady, NY.**  
Provided an alternate approach to the creek by-pass system that saved the client approximately \$900,000 over the original by-pass design and provided 75% more capacity in the system. Built a lift station to capture the water from the culvert up stream of the work area and pump it to a head tank, which allowed the water to be gravity flowed around the work area. Installed 1,200 linear feet of concrete box culvert, performed all the sediment excavation support installation, excavation, backfilling and site restoration activities.



**Buffalo Niagara Riverkeeper, Buffalo River - Area of Concern – RiverBend Phase II, Buffalo, NY.**  
Served as Prime Contractor to stabilize and restore shoreline area along the Buffalo River. Included excavation of a steep bank for the management of 17,500 cy of soils to an on-site disposal area, regrading of the shoreline followed by fine-grade for the installation of permanent protective restoration features. We performed 85% of the site work, teaming with Applied Ecological Services to provide special restoration feature.



*NYS Certified WBE*

**SERVICE AGREEMENT**

**Between Customer:** The Town of Schodack  
265 Schuurman Rd, Castleton-On-Hudson, NY 12033

**And:** Action Window Cleaning Co., Inc. (AWC)  
PO Box 320 Rensselaer, NY 12144

**Service:** window cleaning

**Cost:** \$ 1132.00 plus tax (if applicable)

**Frequency:** 1x, per specifications

**Term of Contract:** November 1, 2018 – December 30, 2018

**Responsibilities**

1. AWC shall furnish all labor, materials and equipment and other necessary items to carry out terms of Service Agreement.
2. AWC shall furnish duly qualified and experienced employees and supervisors to carry out the work to be performed by AWC under this agreement.
3. AWC shall comply with all Federal, state and municipal laws, rules and regulations that are now, or may be in the future, applicable to AWC.

**Insurance**

AWC shall maintain in full force and effect insurance policies with the following:

1. Commercial General Liability with limits not less than \$1,000,000 per Occurrence, \$2,000,000 general aggregate, \$1,000,000 products-completed operations aggregate.
2. Business Automobile Liability with a limit of not less than \$1,000,000 each accident, including owned, non-owned, leased and hired vehicles.
3. Statutory Workers Compensation & employers liability coverage for all employees.

**Specifications**

1. All exterior building windows shall be washed clean and free of all surface dirt, inside & out. Service to be performed on or about the month of November.
2. AWC shall furnish all equipment and supplies needed to carry out the services specified. All equipment and supplies used must be capable of performing all operations in accordance with specifications.

3. AWC shall close off area(s) and post signs indicating the area(s) are closed to pedestrian traffic when working over entrances, traveled walkways or any area where people might cross below workers.
4. All areas to be serviced should be accessible to AWC employees. AWC will not move any items from windows, window sills or area in front of windows. It is the responsibility of the owner to instruct tenants to clear windows and the area in front of windows of any items that would obstruct the ability to deliver service. If a window is unable to be accessed by AWC, it will not be cleaned. Ample notice will be given to owner to allow notification to building tenants to remove any items obstructing the ability to clean the window. The removal of said obstacles should be done prior to the arrival of AWC workers as workers will not wait for area to be cleared. No adjustment in the contract price will be offered for any windows unable to be cleaned due to inaccessibility caused by the owner and/or tenant.
5. Any damage to windows, building, occupant's furniture or personal belongings shall be reported immediately to the customer.
6. Any additional work will be authorized in writing.
7. Work shall be performed between the hours of 6am – 3pm, Monday through Friday.

**Termination**

Termination by Customer: Customer may terminate this Agreement for cause thirty (30) days after providing AWC with written notice of any claimed failure of AWC to meet the specification or obligations of AWC set forth herein and AWC and Customer fail to resolve such claimed failure within such 30 day period. Customer may terminate this agreement without cause by providing AWC with (i) written notice of such termination no less than 60 days prior to the next annual anniversary of this Agreement; (ii) payment equal to of the payment one year's Annual Cost.

Termination by AWC: AWC may terminate this Agreement for cause thirty (30) days after providing Customer with written notice of any claimed failure of Customer to meet its obligations set forth herein and AWC and Customer fail to resolve such claimed failure within such 30 day period. If AWC terminates this Agreement with cause, Customer shall be obligated to pay AWC, in addition to any other amounts that may be outstanding.

**Payment**

AWC will provide invoices for services promptly after services are rendered and payment is due within 30 days of invoicing. Late payments shall be subject to a service fee of \$50.00 or 5% of invoiced amount, whichever is greater, plus a 1.5% late fee per month or any portion thereof.

**Accepted and agreed**

**The Town of Schodack**

***AWCplus (Action Window Cleaning Co., Inc.)***

BY:

BY:

TITLE:

TITLE:

DATE:

DATE:

2018-286

**Office of the Schodack Town Clerk  
265 Schuurman Rd.  
Castleton, NY 12033**

**TELEPHONE (518) 477-7590  
FAX (518) 477-2439**



**DEBRA L. CURTIS  
TOWN CLERK**

**LOIS M. CICCOLELLA, DEPUTY**

**BID SUMMARY**

**Schodack Fueling Facility**

**Bid Opening October 31, 2018**

<u>BIDDER NAME</u>	<u>BID AMOUNT</u>
NRC 4240 Albany St. Albany, NY 12205	\$270,390.00
Land Remediation, Inc. 74 Hudson River Road Waterford, NY 12188	\$337,900.00

**NON-COLLUSIVE CERTIFICATE – ALL BIDS**

**BIDS INCLUDE BID SECURITY - 5% OF THE BID IN THE FORM OF A BID BOND**





October 11, 2018  
VIA EMAIL & MAIL

David Harris, Supervisor  
Town of Schodack  
265 Schuurman Road  
Castleton, New York 12033

Re: Professional Services Proposal  
Sewer Rate Analysis  
Town of Schodack, New York

Dear Supervisor Harris:

As requested we are hereby providing our professional services proposal to assist the Town of Schodack with a sewer district rate analysis to evaluate the potential and options for sewer district consolidation. The following information will be needed for the analysis:

1. Sewer district maps.
2. Sewer district formation documents.
3. Tax page information for each existing district.
4. Unit allocation for each parcel in district.
5. Outstanding debt for each district.
6. Schedule of debt service payments for each district.
7. Operation and maintenance budget(s).
8. Current rate schedule for each district (debt and O & M ).
9. List of any anticipated additional costs in district for next few years, if any.
10. Known issues in district that will require capital expenditures to repair or replace.
11. Known infiltration and inflow (I & I) issues in each district.
12. Metered water use for parcel by sewer district.

**Project Initiation Meeting.** To perform an analysis that is consistent with the Town's intent, we believe that it is important to document the process to be undertaken at a project initiation meeting. We would recommend that the meeting consist of the Town Supervisor, the Town's Special District Counsel, as well as those department heads that touch upon water and sewer rate structures. The purpose of the meeting will be to discuss the process proposed and possible and desired outcomes.

**Review of Sewer District Financials.** Laberge Group will review the current sewer district financial information pertaining to the capital and O&M costs and make recommendations for changes. The purpose of the review is to evaluate alternative methods for allocating debt service and review the potential for district consolidation. The review will include a table of all district users and the annual cost to those users under varying methodologies.

It is expected that the review and subsequent recommendation(s) may lead to sewer district consolidation or re-forming of the sewer districts which will involve the services of the Town's special district counsel. A separate proposal will be forwarded for our assistance to counsel at that time.

David Harris, Supervisor  
October 11, 2018  
Page 2 of 2

**Estimated Budget.** Since the services to be provided can vary widely based upon the number of alternatives and possible outcomes to be considered, we propose to provide our services on an hourly basis. We expect that the cost for the above tasks will range from \$22,000 to \$28,000. We have enclosed a contract addendum for your use in authorizing these services.

Please contact us with any questions or comments on the above or the enclosed.

Very truly yours,  
LABERGE GROUP

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

RFL: cjb  
Enc.

**CONTRACT ADDENDUM NO. 2018 – 07**  
**(SEWER RATE ANALYSIS)**

**DATED: October 9, 2018**

**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:

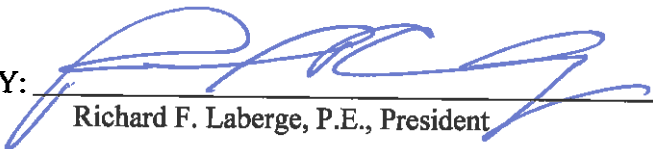
This Addendum authorizes additional services for a Sewer Rate Analysis for the Town of Schodack in accordance with the ENGINEER's letter dated October 9, 2018 (attached). The fee for these services shall be based upon hourly rates plus reimbursable expenses with a budget up to \$28,000.

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

**TOWN OF SCHODACK**

BY: \_\_\_\_\_  
David Harris, Supervisor

**LABERGE GROUP**

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

### 903 ***Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace***

**Policy Statement** – It is the policy of the Town of Schodack to promote a productive work environment and to prohibit conduct by any Elected Official or employee (as defined in Section 103 of the Employee Handbook) that disrupts or interferes with another's work performance or that creates an intimidating, offensive, or hostile work environment. In keeping with this goal, the Town is committed to educate Elected Officials and employees in the recognition and prevention of workplace discrimination and harassment, including sexual harassment, and to provide an effective means of eliminating such discrimination and harassment from the workplace. In short, the Town does not tolerate any form of discrimination or harassment, including sexual harassment, and will take all steps necessary to prevent and stop the occurrence of such activity in the workplace. The accompanying complaint procedure is intended to provide an effective mechanism for reporting, and resolving promptly, complaints of discrimination and harassment, including sexual harassment, without any risk of repercussion to any individual covered by this policy who, in good faith, files such complaint.

**Applicability of Policy** – This policy applies to all Elected Officials, Appointed Members of Boards and Commissions, employees, supervisors, and Department Heads, whether employed full or part-time, temporary or seasonal, paid or unpaid interns, volunteers, independent contractors and those employed by companies contracting to provide services in the workplace. Depending on the extent of the Town's exercise of control, this policy may be applied to the conduct of non-Town employees with respect to harassment of Town employees in the workplace.

Prohibited harassment (including sexual harassment) is not limited to the physical workplace itself. It can occur while Elected Officials, employees or other individuals covered by this policy are traveling for Town business or at Town sponsored events or parties. Calls, texts, emails, and social media usage by employees or other individuals covered by this policy can constitute workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

**Prohibited Activity** – No Elected Official, employee or other individuals covered by this policy shall engage in any of the following:

- **Harassment**: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).
- **Bias-Based Harassment**: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic

terms, conditions or privileges of employment. This is also called “quid pro quo” harassment.

Any individual covered under this policy who feels harassed should report such behavior so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

**Examples of Sexual Harassment** - The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
  - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee’s body or poking another employee’s body;
  - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
  - Requests for sexual favors accompanied by implied or overt threats concerning the target’s job performance evaluation, a promotion or other job benefits or detriments;
  - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person’s sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people’s ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
  - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual’s sex, sexual orientation, gender identity and the status of being transgender, such as:
  - Interfering with, destroying or damaging a person’s workstation, tools or equipment, or otherwise interfering with the individual’s ability to perform the job;
  - Sabotaging an individual’s work;
  - Bullying, yelling, name-calling.

**Prohibition Against Retaliation** – Unlawful retaliation can be any action that could discourage an employee or other individual covered under this policy from coming forward to make or support a claim of discrimination or harassment, including sexual harassment. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Unlawful retaliation against any employee or other individual covered under this policy who has engaged in “protected activity” is strictly prohibited by this policy as well as (where applicable) federal, state, and local law. Protected activity occurs when a person has:

occurring, is required to report such suspected prohibited activity to the Town Supervisor, or any member of the Town Board.

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

**Investigation of Complaint** – The Town Supervisor, in consultation with the Town Board, will determine the appropriate individual(s) to conduct the investigation. All complaints pursuant to this policy, whether reported in verbal or written form, will be investigated promptly, thoroughly, and in as impartial a manner as possible. The investigation will normally include conferring with the parties involved and any named or apparent witnesses. All employees are required to cooperate in an investigation, if so directed. All persons involved, including complainants, witnesses and alleged perpetrators will be accorded due process to protect their rights to a fair and impartial investigation. All relevant materials, including all electronic communications, documents, emails or phone records that are relevant to the allegations will also be considered. A written report will be prepared documenting the results of the investigation. The individual who reported the complaint and the individual about whom the complaint was made will be notified of the final determination.

**Confidentiality** – Complaints of discrimination and harassment, including sexual harassment, will be handled and investigated promptly and in a manner that is as impartial and confidential as possible. In no event will information concerning a complaint be released by the Town to third parties or to anyone within the Town employment who is not directly involved in the investigation or handling of the complaint unless otherwise required by law.

**Corrective Action and Discipline** – Any employee who is found to have violated any aspect of this policy will be subject to corrective or disciplinary action, up to and including termination of employment, as provided by Town operating procedures, including Civil Service Law Section 75, or a collective bargaining agreement. Any Elected Official who violates this policy will be subject to remedial action as provided for and/or allowed under NYS Public Officers Law, as well as any other applicable statutes. Any vendor, supplier, visitor, customer, or other non-employee who violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

**Legal Protections and External Remedies** – Nothing in this policy should be construed as in any way limiting employees' rights to file a formal complaint with the appropriate state or federal agencies responsible for administering anti-discrimination laws. Complainants should be aware that time restrictions may apply and need to be considered. Aside from the Town's internal process, employees may also choose to pursue legal remedies with the following governmental entities at any time.

#### New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state

# TOWN OF SCHODACK

## COMPLAINT FORM

### DISCRIMINATION AND HARASSMENT (INCLUDING SEXUAL HARASSMENT)

This form is to be used to document any complaint of alleged discrimination and/or harassment, including sexual harassment, as outlined in the policy. Once you complete this form, please submit it to the appropriate individual as outlined in the policy. If you are more comfortable reporting the allegations verbally or in another manner, refer to your policy for guidance. Once you submit this complaint, the Town will commence an investigation pursuant to its policy.

Name of Complainant:	Department:
Name(s) of individual engaging in alleged discrimination and/or harassment including sexual harassment:	Department:
Describe the specific incident of discrimination and/or harassment alleged. Describe each incident separately, including dates, times and locations. If you cannot remember exact dates, times or locations, provide approximations. Use additional pages if necessary.	

2018-297

## Dawne Kelly

---

**From:** Paul F. Gigante <pfg@escohvac.com>  
**Sent:** Monday, October 22, 2018 10:25 AM  
**To:** Dawne Kelly  
**Subject:** RE: boiler burners

Dawne

I think that it would take 4 to 6 hours for the change over if everything goes right. So about \$800.00 with travel.

Thanks

Paul

### ESCO, Inc.

*Heating, Cooling, Temperature Control,  
& Energy Management*  
**Servicing the NYS Capital District since 1981**  
12 Burdick Drive  
Albany, New York 12205  
P (518) 482-0375  
F (518) 482-0398

*Like Us On Facebook "ESCO Heating & Cooling Plus"*

**From:** Dawne Kelly <[dawne.kelly@schodack.org](mailto:dawne.kelly@schodack.org)>  
**Sent:** Monday, October 22, 2018 10:16 AM  
**To:** Paul F. Gigante <[pfg@escohvac.com](mailto:pfg@escohvac.com)>  
**Subject:** RE: boiler burners

Hi Paul,

I am sure the Board will ask "What is the approximate cost of labor to install?" Please let me know if you can by Thursday, October 25<sup>th</sup> so I can include that info in their agenda packets.

*Dawne M. Kelly*  
Assistant to Supervisor Harris  
Town of Schodack  
265 Schuurman Road  
Castleton-on-Hudson, New York 12033  
Telephone: (518) 477-7918  
Fax Line: (518) 477-9594

**Confidential Legal Notice:** This message (including any attachments) is intended for the use of the individual or entity to whom it is addressed and contains information that is privileged and confidential. If you are not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you should not disseminate, distribute or copy this information and communication to any individual(s) not specifically identified in the above address headings.

---

**From:** Paul F. Gigante [<mailto:pfg@escohvac.com>]  
**Sent:** Monday, October 22, 2018 10:12 AM  
**To:** Dawne Kelly  
**Subject:** FW: boiler burners



## **ESCO, Inc.**

*Heating, Cooling, Temperature Control,  
& Energy Management*

**Servicing the NYS Capital District since 1981**

**12 Burdick Drive**

**Albany, New York 12205**

**P (518) 482-0375**

**F (518) 482-0398**

***Like Us On Facebook "ESCO Heating & Cooling Plus"***

**From:** Paul F. Gigante

**Sent:** Wednesday, September 19, 2018 9:21 AM

**To:** 'dawne.kelly@schodack.org' <[dawne.kelly@schodack.org](mailto:dawne.kelly@schodack.org)>

**Subject:** boiler burners

Dawn

Good morning, I found a Wayne burner that could fit your boilers. The burner would replace your existing burner and fit to your boilers. The burners are approx.. \$1,400.00 each plus labor to install.

At least you will have an option of not changing the boilers.

Thanks

Paul

## **ESCO, Inc.**

*Heating, Cooling, Temperature Control,  
& Energy Management*

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**Albany, New York 12205**

**P (518) 482-0375**

**F (518) 482-0398**

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# Proposal

Page # \_\_\_\_\_ of \_\_\_\_\_ pages



2018-292

457 Knickerbocker Rd  
Schodack Ldg., N.Y. 12156

PROPOSAL SUBMITTED TO: <u>Town of Schodack</u>		JOB NAME: <u>Water damage</u>	JOB #
ADDRESS		JOB LOCATION	
PHONE #	FAX #	DATE: <u>10-25-18</u>	DATE OF PLANS
		ARCHITECT	

We hereby submit specifications and estimates for: The repair of the dry wall damaged by water.

- Area #1 4th Floor Roof Access Area.
- Area #2 3rd Floor Hall
- Area #3 Building Dept. window
- Area #4 3rd Floor Hall behind Building Dept.

Touch up paint only  
paint provided by Town of Schodack

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:  
\$ thirty two hundred and <sup>00</sup>/<sub>100</sub> \_\_\_\_\_ Dollars

with payments to be made as follows: \_\_\_\_\_

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

*Eugene L. L.*

Note - this proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

## Acceptance of Proposal

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

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

2018-293  
B B

## Dawne Kelly

---

**From:** Charles Peter  
**Sent:** Friday, October 19, 2018 4:41 PM  
**To:** David Harris; trexforschodack@gmail.com; m.kenney9@verizon.net; scottswar@gmail.com; jamesbult@gmail.com  
**Cc:** Dawne Kelly  
**Subject:** Streaming service quote  
**Attachments:** Schodack NY Proposal r1.pdf

Good afternoon,

A few months ago, Board members Bult and Rex met with myself and Bob Katz. Mr. Katz had worked to set up the Town of Sand Lake's camera system that they use to broadcast their Town meetings. Mr. Katz had come up with a figure of roughly around \$15,000 to model a similar set up for us. Additionally, the Town of Sand Lake utilizes a company, Town Hall Streams, to stream these meetings online. After some discussions with various Board members it was obvious the \$15,000 was far more than the Town was interested in pursuing. At Mr. Katz's suggestion though, I reached out to Eric Spenlinhauer who runs Town Hall Streams. I exchanged some emails detailing the Town's goal and followed up with a phone conversation.

The result of this was the attached basics of a proposal. Town Hall Streams would provide the equipment, installation, and hosting site for the streaming of Town Meetings. The camera(s) would be installed and attached into the existing microphone system so when the mics were turned on so would the camera(s). Additionally, whenever there was a meeting we would like streamed, someone would schedule the time on the Town Hall Streams website and the feed would go live at the start of the meeting. This would allow us to broadcast our Zoning and Planning meetings as well.

Some of the options that are included for consideration are picture in picture (PIP) and the ability to go live on the Town Facebook page simultaneously. While one option it to mount one Camera that would be focused on the Board and whoever is addressing the board, another option is to have a dedicated camera for the Board and one that captures the speaker and the audience. If that option was pursued the PIP would be required. While the bulk of the picture would be dedicated to the Board, a smaller screen could show the audience. The Facebook Live option as stated would allow the board meetings to be streamed on both Town Hall Streams external hosting site as well as the Town's Facebook page. In some previous discussions with the Supervisor and Board Member Rex, the ability for people who don't have Facebook to access the live streams was an issue of importance. A dedicated link to the external hosting page could be posted on the Town's website for those people and those who utilize Facebook could watch via that if this additional option is considered.

Ultimately this proposal from Town Hall Streams offers several advantages to the route Mr. Katz had originally laid out. While the production value of Sand Lake's system would far surpass this, it also currently is operated by two people per meeting. This system, outside of scheduling streaming times in advance, wouldn't require any extra people to oversee during meetings. A small switch would be attached to the mic system as stated so as long as the mic system is used, we could stream any meeting we wanted without having a dedicated person there. Additionally, the Town of Sand Lake, while they purchased their equipment outright, still pays Town Hall Streams for hosting and technical support. This proposal includes all installation, equipment, and maintenance.

Ultimately, the Town is looking at an annual cost of between \$3,000 to \$3,600 under this proposal. Please look it over and give me any feedback on further questions or suggestions you have.

Thank you,  
Charles Peter



*Schodack NY Town Hall Meetings Live and On Demand Streaming Proposal*

**Scope:**

Town Hall Streams will provide the town of Schodack New York a system that will provide real time and on demand playback of any meetings that are broadcast on the local cable channel. All equipment will be supplied, installed and maintained by Town Hall Streams. The equipment comes with full warranty for as long as the town continues the service with Town Hall Streams.

Meetings will be streamed live and available for On Demand playback via [www.townhallstreams.com](http://www.townhallstreams.com), links may be posted from the town website. On Demand playback is available for a period of 5 Years. We will allow for authorized persons to download one digital copy for any use. Town Hall Streams will use the current internet connection at the location.

**Cost:**

- Streaming \$250.00/month
- PIP \$ 30.00/month
- Facebook Live \$ 25.00/month
- Equipment and basic installation is included

**Term:**

12 months

**Warranty:**

Lifetime or length of contract

**Payment:**

By Check

**Company:**

Town Hall Streams – 8 Osprey Lane, York Maine 03909

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

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



# Solution Options

**Client:** Town of Schodack

**Facility:** Town Hall

**Roof Section:** Main

## Inspection Options

**Solution Option:** Inspection

**Action Year:** 2018

**Square Footage:** 7,500

**Expected Life (Years):** -

**Budget:** \$500.00

### Infrared Moisture Survey - 7,500 SF

Quality roof asset management decisions and solutions can only be made by identifying all factors involved and their relative importance to the roof assembly, as a whole. Water infiltration below the roof membrane and into the insulation not only reduces the energy efficiency of your roof system, but more importantly, poses a threat to the longevity of existing or new roofing assets. Additionally, the structural soundness of the building may be compromised, not to mention possible disruption to the operations below.

Visual inspections and core cutting alone provide only surface and localized information. A moisture survey will allow you to "see" below the existing roof cover, hence, allowing you to allocate funds to achieve maximum life expectancy. Again, the purpose of the infrared scan is to determine how much of the insulation contains moisture. By removing these isolated areas of wet insulation, combined with quality repairs, we can then extend the service life of the entire roof system. Ultimately, the moisture scan will determine whether repairs, restoration or replacements are to be considered for these roofs.

A Moisture Survey is the first step in a series of processes that will allow you to maximize the life cycle of your roofing assets. It will allow you to establish a benchmark of your roofs current condition, and consequently, sound recommendations and future budgets.

The following is our proposal for performing an infrared and nuclear roof moisture survey and comprehensive visual condition evaluation on the above referenced roof elevations at your facility.

The non-destructive roof survey shall include the following as a minimum:

1. Furnish an 11" x 17" and 24" x 36" roof plan identifying all deficient roof conditions observed.
2. We shall follow with a written report prepared with the following information from roof core samples taken to verify moisture content and roof system compositions:
  - (A) Roof Membrane Type
  - (B) Roof Core Identification
  - (C) Type of bitumen
  - (D) Type and number of membrane plies
  - (E) Thickness and type of each insulation layer
  - (F) Type of vapor barrier (if any)

- (G) Type of roof deck
- (H) Photographic documentation of roof cores
- (I) Photographic documentation of all observed roof deficiencies

3. A comprehensive list of wall and curb flashings, roof penetrations, roof drains, etc. and the condition of same. All roof penetrations shall be shown on the roof plan.

4. We will make recommendations for roof repairs and/or replacement enabling you to determine:

- (A) The present overall condition of the existing roof system
- (B) The extent of any roof repairs necessary
- (C) The need for removal or replacement of the roof (or parts of roof)
- (D) The projected useful life of said roof

5. We shall provide a complete cost estimate breakdown for roof system repairs to deficient items and cost associated with replacement of the roof system.

**Repair Options**

<b>Solution Option:</b> Repair	<b>Action Year:</b> 2019
<b>Square Footage:</b> 7,500	<b>Expected Life (Years):</b> -
<b>Budget:</b> \$2,500.00	

- 1. Perform repairs to seal all holes/slices and open conditions in the single ply assembly.
- 2. Provide general housekeeping and routine maintenance.
- 3. Remove and dispose of all rooftop debris.

**Restore Options**

<b>Solution Option:</b> Restore	<b>Action Year:</b> 2018
<b>Square Footage:</b> 7,500	<b>Expected Life (Years):</b> 10
<b>Budget Range:</b> \$90,000.00 - \$110,000.00	

The existing EPDM roof assembly is in fair condition and is approaching the end of it's serviceable life. Many deficiencies exist, i.e. open conditions, membrane shrinkage and extensive degradation.

The recommended scope of work is as follows:

- 1. Perform all necessary roof repairs and replace wet insulation with like kind.
- 2. Prep, prime and clean membrane with scrub brushes and cleanser to remove all talc/debris from the membrane. Power wash the entire roof surface.
- 3. Install 1-coat application of aliphatic urethane coating (white) over the entire roof surface.
- 4. Provide a 10 Year Warranty.

Note: Test cuts have not been performed to determine if hazardous materials are present and to verify existing roof composition. This budget figure does NOT include the cost of asbestos abatement. Should abatement be required per the data gathered from the test cuts, we will provide revised budget numbers.

Additionally, the budget figures are conservative to reflect typical industry trends in inflation rates in labor and materials. Additional dollars are carried for unknown conditions such as double layer roof tear-offs, deck

**Office of the Schodack Town Clerk  
265 Schuurman Rd.  
Castleton, NY 12033**



**TELEPHONE (518) 477-7590  
FAX (518) 477-2439**

**DEBRA L. CURTIS  
TOWN CLERK**

**LOIS M. CICCOLELLA, DEPUTY**

**RFP SUMMARY**

**DEMOLITION OF 3047 Route 150**

**RFP Opening November 2, 2018**

<u>NAME</u>	<u>AMOUNT</u>
Provincial Contractor Services 1572 Columbia Tpke Castleton, NY 12033	\$35,800.00 (with added price = \$10,600.00)
Ditanno & Sons, LLC 4216 Albany Street Colonie, NY 12205	\$48,000.00 (no added price)
Dan's Hauling & Demo, Inc PO Box 409 Wynantskill, NY 12198	\$58,800.00 (with added price = \$3,100.00)

**NON-COLLUSIVE CERTIFICATE – ALL COMPANIES**



RECEIVED  
NOV 02 2018  
8:50 am  
Schodack Town Clerk

# TOWN OF SCHODACK

Schodack Town Hall  
265 Schuurman Road  
Castleton, New York 12033

Town Clerk      Town Attorney  
(518) 477-7590    (518) 477-7918  
www.schodack.org

**Request for Proposals for Demolition Services: October 12, 2018**

**Site Viewing: October 23, 2018 at 10:00 a.m.**

**Proposal Due Date: November 2, 2018 at 10:00 a.m.**

The Town of Schodack, Rensselaer County, New York (the "Town") is requesting proposals (the "RFP") from demolition contractors (the "Contractor") for demolition and cleanup of a residential house and property located at:

**3047 Route 150, East Schodack, New York 12063**

Scope

The selected Contractor shall demolish and cart away all property improvements and debris which includes but is not limited to; disconnecting sewer and water (if applicable), demolish and cart away residential home and related concrete/masonry and related property improvements and selected trees (if applicable) located at the aforementioned property and all debris located on said property in accordance with Exhibit "A" annexed hereto.

Conditions

The selected Contractor shall provide all necessary aspects for performance of their work which includes but is not limited to; insurance(s), obtaining approvals and permits for the work, utility-markouts, 6' high temporary construction chain link fence around property perimeter, temporary erosion control, dust control, temporary water closet, site safety, site security, site supervision, labor, equipment, tools, materials, protection of other property, cutting and patching needed to effect the work, restore areas disturbed by the work in accordance with Exhibit "A" annexed hereto.

Proposed Schedule

Proposal Review and Contract Award: November 2018

Contractor Pre-Demolition Permits, Approvals and Disconnects: November 2018

*BACK P 11*

**Site Mobilization, Demolition, Contract Close Out:**

**November 2018**

**Insurance**

The selected Contractor shall provide Workers Compensation, Commercial General Liability, and Commercial Automobile Insurance in form and substance satisfactory to the Town and shall indemnify the Town, its employees, subsidiaries and affiliates against any loss, damage, or expense relating to the contractor's performance, whether or not caused in whole or in part by the Town.

**Contract**

The selected Contractor shall enter into a lump sum contract (the "Contract") with the Town in form and substance satisfactory to the Town. The Town reserves the right to negotiate the terms and conditions of the Contract with the selected Contractor, these negotiations shall include all aspects of the Contract.

**Addenda**

Should it become necessary to revise any part of this RFP, provide additional information or respond to written inquiries concerning the RFP, an Addendum to the RFP shall be provided to all Contractors who have been invited to submit a proposal.

**Viewing**

Contractors interested in submitting proposals shall attend a Viewing of the work held on October 23, 2018 at 10:00 a.m. Please contact the Schodack Building Department if you plan to attend. They can be reached at (518) 477-7940.

**Questions**

Questions about this RFP may be directed in writing only by mail or email to:

**Debra Curtis, Town Clerk, Town of Schodack**

**265 Schuurman Road, Castleton, NY 12033**

**[Deb.curtis@schodack.org](mailto:Deb.curtis@schodack.org)**

**Proposal Proposals shall include the following forms and content:**

- 1. Complete sign and submit "Proposal Form" Exhibit B annexed hereto.**
- 2. If any, list suggested additional services and their amounts separately with reasons for suggestions.**
- 3. The Town is exempt from State and Local Taxes; therefore, the Contractor shall not include collection and or charge federal or state taxes.**
- 4. Provide contractors schedule if different from the "Proposed Schedule" herein.**
- 5. Provide evidence of financial stability which shall include most recent financial statements. This information will assist Town in determining Contractor's financial condition. Town is**

seeking this information to ensure that the proposer's have the financial stability and wherewithal to assure good faith performance.

6. List similar open contracts.

7. List three (3) or more recent similar contracts with contact information and approximate amount of each contract.

8. Provide a short narrative on company background and lead personnel and links to company website, if any.

9. Provide copies of licenses required for the work contemplated, and evidence of aforementioned insurance.

10. Complete and submit Non-Collusive Proposal Certification Exhibit C annexed hereto.

#### **Proposal Submission**

Submit proposal on or before November 2, 2018, submit two (2) original hard copies of proposal in a sealed envelope marked "Demolition Proposal" to the Town of Schodack, Town Hall, 265 Schuurman Road, Castleton, NY 12033.

#### **Cancellation or Rejection**

The Town may, in its sole discretion, cancel this RFP, in whole or in part, or reject all proposals submitted when this action is determined to be in the best interest of the Town. The Town reserves the right to request additional information from any or all Contractors if necessary to clarify information contained in the proposal.

**EXHIBIT A**  
**Standard Demolition Specifications**

**PART 1- GENERAL**

**1.1 RELATED DOCUMENTS**

**A. -NONE PROVIDED.**

**1.2 SUMMARY**

**A. THIS SECTION INCLUDES THE FOLLOWING:**

- 1. DEMOLITION AND REMOVAL OF BUILDING, BASEMENT, FOUNDATION, REFUSE AND DEBRIS, BUT EXCLUDING THE FREESTANDING GARAGE STRUCTURE LOCATED ON THE PROPERTY.**
- 2. DEMOLITION AND REMOVAL OF SITE IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO RETAINING WALLS, PAVING, AND FOUNDATION LANDSCAPING.**
- 3. REMOVE AND CART AWAY TREES AND ROOT SYSTEM THAT ABUT OR ANY PART OF EXIST WITHIN 10' FROM HOUSE.**
- 4. EXISTING TREES 6" IN DIAMETER OR MORE, LOCATED OUTSIDE OF 10' FEET FROM THE STRUCTURE SHALL REMAIN AND BE PROTECTED DURING DEMOLITION.**
- 5. REMOVE AND CART AWAY TREES AND ROOT SYSTEM MARKED "REMOVE", IF ANY.**
- 6. REMOVE AND CART AWAY ALL DEBRIS AND REFUSE LOCATED ON PROPERTY.**

**B. RELATED SECTIONS: THE FOLLOWING CONTAIN REQUIREMENTS THAT RELATE TO THIS SECTION.**

- 1. DIVISION 1 SECTION "SOIL EROSION-SEDIMENTATION CONTROL".**
- 2. DIVISION 2 SECTION "EXCAVATING, FILLING AND GRADING" FOR SOIL MATERIALS, EXCAVATING, BACKFILLING, AND SITE GRADING.**

**1.3 DEFINITIONS**

**A. REMOVE: REMOVE AND LEGALLY DISPOSE OF ITEMS EXCEPT THOSE INDICATED TO BE REINSTALLED, OR SALVAGED.**

**B. EXISTING TO REMAIN: PROTECT ITEMS INDICATED TO REMAIN AGAINST DAMAGE DURING DEMOLITION.**

#### **1.4 MATERIALS OWNERSHIP**

**A. EXCEPT FOR ITEMS OR MATERIALS INDICATED TO BE REUSED, SALVAGED, OR OTHERWISE INDICATED TO REMAIN ON THE PROPERTY, DEMOLISHED MATERIALS, DEBRIS, AND REFUSE SHALL BECOME THE CONTRACTOR'S PROPERTY AND SHALL BE REMOVED FROM THE SITE WITH FURTHER DISPOSITION AT THE CONTRACTOR'S OPTION.**

#### **1.5 SUBMITTALS**

**A. GENERAL: SUBMIT EACH ITEM IN THIS ARTICLE ACCORDING TO THE CONDITIONS OF THE CONTRACT AND DIVISION I SPECIFICATIONS SECTIONS, FOR INFORMATION ONLY, UNLESS OTHERWISE INDICATED.**

**B. PROPOSED DUST-CONTROL MEASURES.**

**C. PROPOSED NOISE CONTROL MEASURES.**

**D. SCHEDULE OF DEMOLITION ACTIVITIES INDICATING THE FOLLOWING:**

**1. DETAILED SEQUENCE OF DEMOLITION, REMOVAL AND CLEAN-UP WORK, WITH STARTING AND ENDING DATES FOR EACH ACTIVITY.**

**E. INVENTORY OF ITEMS TO BE REMOVED AND SALVAGED.**

**F. LANDFILL RECORDS FOR RECORD PURPOSES INDICATING RECEIPT AND ACCEPTANCE OF HAZARDOUS WASTES BY A LANDFILL FACILITY LICENSED TO ACCEPT HAZARDOUS WASTES.**

#### **1.6 QUALITY ASSURANCE**

**A. DEMOLITION FIRM REQUIREMENTS: CONTRACTOR SHALL HAVE SUCCESSFULLY COMPLETED DEMOLITION AND CLEAN-UP WORK SIMILAR TO THAT INDICATED FOR THIS PROJECT.**

**B. REGULATORY REQUIREMENTS: COMPLY WITH GOVERNING EPA, STATE AND LOCAL NOTIFICATION REGULATIONS BEFORE STARTING DEMOLITION. COMPLY WITH HAULING AND DISPOSAL REGULATIONS OF AUTHORITIES HAVING JURISDICTION.**

## **1.7 PROJECT CONDITIONS**

- A. CONTRACTOR IS RESPONSIBLE TO COMPLY WITH ANY/ALL REQUIRED DEMOLITION PERMITS REQUIRED BY LOCAL AUTHORITIES AND ORDINANCES.**
- B. IF APPLICABLE, BUILDING TO BE DEMOLISHED WILL BE VACATED AND THEIR USE DISCONTINUED BEFORE START OF WORK.**
- C. CONDITIONS EXISTING AT TIME OF INSPECTION FOR BIDDING PURPOSE WILL BE MAINTAINED BY TOWN AS FAR AS PRACTICAL.**
- D. STORAGE OR SALE OF REMOVED ITEMS OR MATERIALS ON-SITE WILL NOT BE PERMITTED.**
- E. LANDFILL DISPOSAL:**
  - 1. IF REQUESTED CONTRACTOR SHALL SUPPLY AUTHORITY WITH A COPY OF LANDFILL AND DISPOSAL RECEIPTS.**

## **PART 2- PRODUCTS (NOT APPLICABLE)**

## **PART 3- EXECUTION**

### **3.1 EXAMINATION**

- A. CONTRACTOR SHALL SURVEY EXISTING CONDITIONS AND CORRELATE WITH REQUIREMENTS INDICATED TO DETERMINE EXTENT OF DEMOLITION AND CLEAN-UP REQUIRED.**
- B. SURVEY THE CONDITION OF THE BUILDING TO DETERMINE WHETHER REMOVING ANY ELEMENT MIGHT RESULT IN A STRUCTURAL DEFICIENCY OR UNPLANNED COLLAPSE OF ANY PORTION OF THE STRUCTURE OR ADJACENT STRUCTURES DURING DEMOLITION.**
- C. PERFORM SURVEYS AS THE WORK PROGRESS TO DETECT HAZARDS RESULTING FROM DEMOLITION ACTIVITIES.**

### **3.2 PREPARATION**

- A. DRAIN, PURGE, OR OTHERWISE REMOVE, AND DISPOSE OF STORAGE TANKS AND SUBSURFACE STORAGE TANKS IN ACCORDANCE WITH APPLICABLE LAWS, RULES, AND REGULATIONS, INCLUDING**

**THOSE OF THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION. COLLECT AND DISPOSE OF CHEMICALS, GASES, EXPLOSIVES, ACIDS, FLAMMABLES, OR OTHER DANGEROUS MATERIALS BEFORE PROCEEDING WITH DEMOLITION OPERATIONS, IF PRESENT.**

**B. CONDUCT DEMOLITION OPERATIONS AND REMOVE DEBRIS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, AND OTHER ADJACENT OCCUPIED AND USED PROPERTIES.**

**1. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS, OR OTHER ADJACENT OCCUPIED OR USED PROPERTIES WITHOUT PRIOR PERMISSION FROM THE TOWN.**

**D. CONDUCT DEMOLITION OPERATIONS TO PREVENT INJURY TO PEOPLE AND DAMAGE TO ADJACENT BUILDINGS AND FACILITIES TO REMAIN. ENSURE SAFE PASSAGE OF PEOPLE AROUND DEMOLITION AREA.**

### **3.3 POLLUTION CONTROLS**

**A. UNDER THE AUTHORITY OF SECTION 112 OF THE CLEAN AIR ACT, AS AMENDED, 42 U.S. C. 1857 (C-7), THE ADMINISTRATOR OF THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA) PROMULGATED NATIONAL EMISSION STANDARDS FOR HAZARDOUS AIR POLLUTANTS ON APRIL 6, 1973, (38 F.R. 8820) ASBESTOS WAS DESIGNATED A HAZARDOUS AIR POLLUTANT, AND STANDARDS WERE SET FOR ITS USE, AND TO CONTROL ASBESTOS EMISSIONS. IT WAS DETERMINED THAT ONE SIGNIFICANT SOURCE OF ASBESTOS EMISSIONS WAS THE DEMOLITION OF CERTAIN BUILDINGS AND STRUCTURES.**

**ADDITIONALLY, CONTRACTORS ARE REQUIRED UNDER AUTHORITY OF SECTION 114 (A) TO FOLLOW EPA PERSONNEL TO FREELY ENTER ANY OF YOUR FACILITIES OR DEMOLITION SITES, TO REVIEW ANY RECORDS, INSPECT ANY DEMOLITION METHOD, AND SAMPLE OR OBSERVE ANY OMISSIONS.**

**ALL DEMOLITION OPERATIONS CONDUCTED BY DEMOLITION CONTRACTOR ARE TO BE IN COMPLIANCE WITH APPLICABLE PROVISIONS OF SECTION 112 OF THE ACT AND 40 C.F.R. SECTION 61.22(D).**

**IN ADDITION, SECTION 113(C)(1) OF THE ACT (42 U.S.C. 1857 C-8(C)(1)), PROVIDES THAT ANY PERSON WHO KNOWINGLY FAILS OR REFUSES TO COMPLY WITH ANY SUCH ORDER SHALL BE PUNISHED BY A FINE OF NOT MORE THAN \$25,000 PER DAY OF VIOLATION, OR BY IMPRISONMENT FOR NOT MORE THAN ONE YEAR, OR BY BOTH.**

**FINALLY, SECTION 113(C)(2) OF THE ACT (42 U.S.C. 1857 C-8(C)(2)), PROVIDES THAT ANY PERSON WHO KNOWINGLY MAKES ANY FALSE STATEMENT IN ANY REPORT REQUIRED UNDER THE ACT SHALL BE PUNISHED, UPON CONVICTION, BY A FINE OF NOT MORE THAN \$10,000 OR BY IMPRISONMENT FOR NOT MORE THAN SIX MONTHS, OR BY BOTH.**

**B. USE WATER MIST, TEMPORARY ENCLOSURES, AND OTHER SUITABLE METHODS TO LIMIT THE SPREAD OF DUST AND DIRT. COMPLY WITH GOVERNING ENVIRONMENTAL PROTECTION REGULATIONS.**

**1. DO NOT CREATE HAZARDOUS OR OBJECTIONABLE CONDITIONS, SUCH AS ICE, FLOODING, AND POLLUTION, WHEN USING WATER.**



**C. REMOVE AND TRANSPORT DEBRIS IN A MANNER THAT WILL PREVENT SPILLAGE ON ADJACENT SURFACES AND AREAS.**

**D. CLEAN ADJACENT BUILDINGS AND IMPROVEMENTS OF DUST, DIRT AND DEBRIS CAUSED BY DEMOLITION OPERATIONS. RETURN ADJACENT AREAS TO CONDITION EXISTING BEFORE START OF DEMOLITION.**

**E. CONTRACTOR SHALL LIMIT HOURS OF OPERATION TO MONDAY THROUGH FRIDAY DURING THE HOURS OF 7:00 A.M. TO 6:00 P.M. SPECIAL HOURS OF OPERATION OUTSIDE THE NORMAL HOURS MUST BE APPROVED BY THE TOWN. CONTRACTOR SHALL LIMIT NOISE POLLUTION AT ALL TIMES TO PREVENT OBJECTIONABLE CONDITIONS.**

### **3.5 DEMOLITION**

**A. BUILDING DEMOLITION: DEMOLISH IDENTIFIED BUILDING(S), STRUCTURE(S), AND OTHER DEBRIS INCLUDING BRUSH AND TREES OR LOGS (AS APPROPRIATE), AND COMPLETELY REMOVE FROM THE SITE. USE METHODS REQUIRED TO COMPLETE WORK WITHIN LIMITATIONS OF GOVERNING REGULATIONS AND AS FOLLOWS:**

**1. DISPOSE OF DEMOLISHED ITEMS AND MATERIALS PROMPTLY. ON-SITE STORAGE OR SALE OF REMOVED ITEMS IS PROHIBITED.**

**2. BREAK UP AND REMOVE CONCRETE SLABS ON GRADE, UNLESS OTHERWISE SHOWN TO REMAIN.**

**3. REMOVE AIR-CONDITIONING EQUIPMENT (IF ANY) WITHOUT RELEASING REFRIGERANTS.**

**B. BELOW-GRADE CONSTRUCTION: DEMOLISH FOUNDATION WALLS AND OTHER BELOW-GRADE CONSTRUCTION, AS FOLLOWS:**

**1. BASEMENT EXCAVATION**

**A. DO NOT DISTURB SOIL ANY MORE THEN 16" BELOW EXISTING FOUNDATIONS AND FOOTINGS BEING REMOVED.**

**B. MACHINE TAMP SOIL DISTURBED TWO PASSES EVERY 16" LIFT OR LESS.**

**C. BELOW GRADE STRUCTURES FOUNDATION/BASEMENT FLOOR SHALL BE TOTALLY REMOVED.**

**C. BELOW GRADE AREAS TO REMAIN UNFILLED.**

**D. DAMAGES: PROMPTLY REPAIR DAMAGES TO ADJACENT PROPERTIES CAUSED BY DEMOLITION OPERATIONS.**

## **E. SPECIAL CONDITIONS**

**1. THE CONTRACTOR SHALL PRESERVE ALL SURROUNDING BUILDINGS AND PROPERTY. CONTRACTOR SHOULD NOTE THE PROXIMITY OF SURROUNDING BUILDINGS. ANY DAMAGE TO SURROUNDING BUILDINGS OR PROPERTY WILL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.**

### **3.6 DISPOSAL OF DEMOLISHED MATERIALS**

- A. GENERAL: PROMPTLY DISPOSE OF DEMOLISHED MATERIALS. DO NOT ALLOW DEMOLISHED MATERIALS TO ACCUMULATE ON-SITE.**
- B. BURNING: DO NOT BURN DEMOLISHED MATERIALS.**
- C. DISPOSAL: TRANSPORT DEMOLISHED MATERIALS OFF OF PROPERTY AND LEGALLY DISPOSE OF THEM.**
- D. CONTRACTOR SHALL SUPPLY AUTHORITY WITH A COPY OF ALL LANDFILL AND DISPOSAL RECEIPTS.**

### **3.7 DISPOSAL OF DEBRIS AND REFUSE**

- A. GENERAL: PROMPTLY DISPOSE OF ALL DEBRIS AND REFUSE LOCATED AT THE SITE.**
- B. BURNING: DO NOT BURN DEBRIS AND REFUSE.**
- C. DISPOSAL: TRANSPORT DEBRIS AND REFUSE FOUND ON PROPERTY OFF OF PROPERTY AND LEGALLY DISPOSE OF THEM.**
- D. CONTRACTOR SHALL SUPPLY AUTHORITY WITH A COPY OF ALL LANDFILL AND DISPOSAL RECEIPTS.**

### **3.8 MEASUREMENT & PAYMENT**

**A. THE WORK OF BUILDING DEMOLITION SHALL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE LUMP SUM PROJECT COST.**

**EXHIBIT B**  
**PROPOSAL FORM**

The undersigned DEMOLITION CONTRACTOR, having examined these documents, and having full knowledge of the condition under which the work described herein must be performed, hereby proposes to fulfill obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

3047 Route 150 Lump Sum Proposal Amount for Demolition Contract \$ 48,000.<sup>00</sup>

DITONNO & Sons, LLC.

Company Name

4216 ALBANY STREET, COLONIE, NY 12205

Company Address, City and Zip Code

518-378-1294

Phone Number

DITONNOANDSONS@NYCAP.RR.COM

Email Address

Daniel Ditunno

owner/member

Print Name of Company Authorized Representative

Title

*D. Ditunno*

11-2-18

Signature of Company Authorized Representative

Date

Prices submitted in this proposal are firm through (minimum 90 days): 90

By submission of this proposal, each contractor and each person signing on behalf of any proposal certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor; and
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to opening, directly or indirectly, to any other contractor or to any competitor; and
3. No attempt has been made or will be made by the contractor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition; and

I, the undersigned, attest under penalty of perjury that I am an authorized representative of the Contractor and that the foregoing statements are true and accurate.

DITONNO + SONS, LLC.

Company Name

DANIEL DITONNO

Print Name of Company Authorized Representative



Signature of Company Authorized Representative

Title: owner/member

Date: 11-2-18

**New York State -- Department of Labor**  
Division of Safety and Health  
License and Certificate Unit  
State Campus, Building 12  
Albany, NY 12240

**ASBESTOS HANDLING LICENSE**

Ditunno & Sons, LLC  
4216 Albany Street  
Colonie, NY 12205

FILE NUMBER: 05-1019  
LICENSE NUMBER: 29091  
LICENSE CLASS: FULL  
DATE OF ISSUE: 04/18/2018  
EXPIRATION DATE: 04/30/2019

Duly Authorized Representative -- Dominic Ditunno:

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.



Eileen M. Franko, Director  
For the Commissioner of Labor



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/29/2018

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

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

<b>PRODUCER</b> Marshall & Sterling Upstate, Inc. 25 Mohawk Avenue Spartanburg NY 12302	<b>CONTACT NAME:</b> Noelle Burkins <b>PHONE (A/C No. Ext.):</b> (518) 384-1100 <b>FAX (A/C No.):</b> (518) 384-0193 <b>E-MAIL ADDRESS:</b> nburkins@marshallsterling.com
<b>INSURED</b> Ditunno & Sons LLC 4216 Albany St Albany NY 12205	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Great Divide INSURER B: Michigan Millers Mutual INSURER C: Markel Insurance Company 38970 INSURER D: INSURER E: INSURER F:

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

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

LINE	TYPE OF INSURANCE	ADDITIONAL COVERAGES	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5,000 Ded. GL/Pollution <input checked="" type="checkbox"/> \$10,000 Ded. Profess. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Professional	X	MCP2018108-12	6/13/2018	6/13/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Liability \$ 1,000,000 COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		V0700894	6/13/2018	6/13/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Pollution & Professional \$ Included PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED:      RETENTION:		EXX2018107-13	6/13/2018	6/13/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Pollution & Professional \$ Included PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				
C	Excess Contractors Pollution, Occurrence		MKCL18FK100002 Excess of \$2,000,000	6/13/2018	6/13/2019	Per Occurrence \$3,000,000 Aggregate \$3,000,000

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

### CERTIFICATE HOLDER

### CANCELLATION

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeanne Maloy/NBURKI

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Office

Ph 518-463-1555  
Fax 518-463-1557  
Cell 518-337-9369

**DITONNO**  
**AND SONS, LLC.**

Owners

Dominic DiTonno  
518-378-1396  
Danny DiTonno  
518-378-1294

---

November 2, 2018

Similiar Open Contract

168,170 Quail Street, Albany \$ 60,000.00

City of Albany  
Dan Sherman  
518-858-6331

Recent Similiar Contract

242 Orange Street, Albany \$38,000.00  
207 Elm Street, Albany \$56,000.00  
1104 Broadway, Albany \$38,000.00

City of Albany  
Dan Sherman  
518-858-6331





The undersigned DEMOLITION CONTRACTOR, having examined these documents, and having full knowledge of the condition under which the work described herein must be performed, hereby proposes to fulfill obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

3047 Route 150 Lump Sum Proposal Amount for Demolition Contract \$ 48,000.<sup>00</sup>

DITONNO & Sons, LLC,

Company Name

4216 ALBANY STREET, Colonie, NY 12205

Company Address, City and Zip Code

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DITONNOANDSONS@NYCAP.RR.COM

Phone Number

Email Address

Daniel Ditunno

owner/member

Print Name of Company Authorized Representative

Title

*D. Ditunno*

11-2-18

Signature of Company Authorized Representative

Date

Prices submitted in this proposal are firm through (minimum 90 days): 90

By submission of this proposal, each contractor and each person signing on behalf of any proposal certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor; and
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to opening, directly or indirectly, to any other contractor or to any competitor; and
3. No attempt has been made or will be made by the contractor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition; and

I, the undersigned, attest under penalty of perjury that I am an authorized representative of the Contractor and that the foregoing statements are true and accurate.

DITONNO & SONS, LLC.

Company Name

DANIEL DITONNO

Print Name of Company Authorized Representative



Signature of Company Authorized Representative

Title: owner/member

Date: 11-2-18

**New York State – Department of Labor**  
Division of Safety and Health  
License and Certificate Unit  
State Campus, Building 12  
Albany, NY 12240

**ASBESTOS HANDLING LICENSE**

Dittonno & Sons, LLC

4216 Albany Street

Colonie, NY 12205

FILE NUMBER: 05-1019  
LICENSE NUMBER: 29091  
LICENSE CLASS: FULL  
DATE OF ISSUE: 04/18/2018  
EXPIRATION DATE: 04/30/2019

Duly Authorized Representative – Dominic Dittonno:

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.



Eileen M. Franko, Director  
For the Commissioner of Labor



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2018

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<b>PRODUCER</b> Marshall & Sterling Upstate, Inc. 25 Mohawk Avenue Scotia NY 12302		<b>CONTACT NAME:</b> Noelle Burkins <b>PHONE (A/C No. Ext.):</b> (518) 384-1100 <b>E-MAIL ADDRESS:</b> nburkins@marshallsterling.com <b>FAX (A/C. No.):</b> (518) 384-0193	
<b>INSURED</b> Ditonne & Sons LLC 4216 Albany St Albany NY 12205		<b>INSURERS AFFORDING COVERAGE</b> <b>INSURER A:</b> Great Divide <b>INSURER B:</b> Michigan Millers Mutual <b>INSURER C:</b> Market Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 38970	

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

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

INBR LTR	TYPE OF INSURANCE	ADDL SUBR (SND / WDR)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5,000 Ded. GL/Pollution <input checked="" type="checkbox"/> \$10,000 Ded. Profess. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Professional	X	ZCP2018108-12	6/13/2018	6/13/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Pollution Liability \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		V0700894	6/13/2018	6/13/2019	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$		FEZ2018107-13	6/13/2018	6/13/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Pollution & Professional \$ Included
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE      OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - SA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Contractors Pollution, Occurrence		MKCL1EFL00002 Excess of \$2,000,000	6/13/2018	6/13/2019	Per Occurrence \$3,000,000 Aggregate \$3,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeanne Maloy/NBURKI

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Office

Ph 518-463-1555  
Fax 518-463-1557  
Cell 518-337-9369

**D I T O N N O**  
**AND SONS, LLC.**

Owners

Dominic DiTonno  
518-378-1396  
Danny DiTonno  
518-378-1294

---

November 2, 2018

Similiar Open Contract

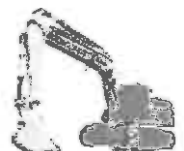
168,170 Quail Street, Albany \$ 60,000.00

City of Albany  
Dan Sherman  
518-858-6331

Recent Similiar Contract

242 Orange Street, Albany \$38,000.00  
207 Elm Street, Albany \$56,000.00  
1104 Broadway, Albany \$38,000.00

City of Albany  
Dan Sherman  
518-858-6331



The undersigned DEMOLITION CONTRACTOR, having examined these documents, and having full knowledge of the condition under which the work described herein must be performed, hereby proposes to fulfill obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

3047 Route 150 Lump Sum Proposal Amount for Demolition Contract \$ 35800.00

1) 2,000 DOL notification  
if no valve

Alternate 2) 2600 Perimeter  
Fence  
3) 6,000 tracking  
if material  
goes to  
Seneca

FLS

Company Name

1578 COLUMBIA TPK CASTLETON, NY 12035

Company Address, City and Zip Code

518-365-4775

Phone Number

MTTELISKA@FLS-NY.COM

Email Address

MARK TELISKA

OWNER PARTNER

Print Name of Company Authorized Representative

Title

Mark Teliska

10-31-18

Signature of Company Authorized Representative

Date

Prices submitted in this proposal are firm through (minimum 90 days): 90 DAYS

**EXHIBIT C**  
**NON-COLLUSIVE PROPOSAL CERTIFICATION**

By submission of this proposal, each contractor and each person signing on behalf of any proposal certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor; and
  2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to opening, directly or indirectly, to any other contractor or to any competitor; and
  3. No attempt has been made or will be made by the contractor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition; and
- I, the undersigned, attest under penalty of perjury that I am an authorized representative of the Contractor and that the foregoing statements are true and accurate.

RS

Company Name

MARK TELISKA

Print Name of Company Authorized Representative

Mark Teliska

Signature of Company Authorized Representative

Title: MANAGING PARTNER

Date: 10-31-18



2018-296  
Q-6395  
DRR



411 Old Niskayuna Road  
Latham, NY 12110

Phone # 518.785.5591 Fax # 518.785.5485

10/19/2018

TOWN OF SCHODACK  
HIGHWAY DEPARTMENT  
EAST SCHODACK, NY 12063  
ATTN: BRUCE

DEAR BRUCE:

WE ARE PLEASED TO SUBMIT A QUOTE ON THE FOLLOWING EQUIPMENT:

FURNISH AND INSTALL:

FISHER 8'6" EXTREME -V- M/S SNOWPLOW  
HAND HELD CONTROLLER  
PLOW LIGHTS WITH DIRECTIONALS  
PRICE.....\$ 5,211.00

WESTERN 8'6" MVP PLUS SNOWPLOW  
HAND HELD CONTROLLER  
PLOW LIGHTS WITH DIRECTIONALS  
PRICE.....\$ 5,250.00

ANY QUESTIONS, FEEL FREE TO GIVE ME A CALL. THANK YOU FOR THE OPPORTUNITY TO QUOTE YOU ON THIS EQUIPMENT.

RESPECTFULLY,  
T & T SALES, INC.

BY: DANNY RADTKE

NOTE: ALL SPECIAL ORDERS REQUIRE A NON-REFUNDABLE DEPOSIT. BY GIVING YOUR APPROVAL YOU ARE AGREEING TO THESE TERMS.

CUSTOMER APPROVAL SIGNATURE AND DATE: \_\_\_\_\_

This quote is good for 30 days and subject to any material change requested by customer.  
The above price does not include any applicable state or federal taxes.

E-mail: [accounting@tntbodyking.com](mailto:accounting@tntbodyking.com)



Quote #: 06449

Date: 10/19/2018

Status: QUOTE

Unicell Truck Equipment

170 Cordell Rd.

Schenectady, NY 12303

PH: 518-393-5216 FX: 518-393-5218

Toll Free: 1-888-820-3900

Quoted By:	Marianna Atwell	Rep:	Marianna Atwell	Area:	None Assigned
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Bill To: Bruce

Town of Schodack

Ship To: Same as Billing

Tel: 518-477-8491

Mfg	Code	Pool	Year	Model	Engine	GVWR	Color	WB	Chassis Initials
CHEV		No	2002	2500HD				"	

Style	Model	Length		Height		Width		Body Initials
		Out	In	Overall	In	Out	In	
WESTERN SNOW PLOW	8.5' MVP-3 STEEL	'	'	"	"	"	"	

Std Equipment:	Qty:	Specifications:	Price:
Model:		8.5' MVP-3 STEEL	\$5,863.00
SPEC:		COMPLETE WITH LIGHTS / HH CONTROL	INCLUDED
SPEC:		INSTALLED	INCLUDED

Optional Equipment:

Subtotal: \$5,863.00

Discount:

DISC:	Municipal discount	(\$586.30)
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Copy of PO required with contact info for discount

bruce.goodall@schodack.org

**Total: \$5,276.70**  
**Freight: \$0.00**  
**Tax: \$0.00**  
**Total: \$5,276.70**

TERMS COD - Deposit may be required

Customer Approval Signature \_\_\_\_\_ Date \_\_\_\_\_

Quote valid for 30 Days.

2018-297

DBH

copy to BOARD

+ Agenda

**Joseph Tremblay**

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**From:** Scott Renzi <swrcms@hotmail.com>  
**Sent:** Saturday, October 27, 2018 11:54 AM  
**To:** Joseph Tremblay  
**Subject:** Re: Schoolhouse  
**Attachments:** AssessmtAgreemtSchodackBldgDept.doc

Hi Joe, the assessment agreement is attached. Any questions, please feel free to call.  
I would estimate the remediation cost to be in the \$25,000-\$35,000 range but really depends on the final scope/protocol.  
Regards,  
Scott

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**From:** Joseph Tremblay <joe@schodack.org>  
**Sent:** Friday, October 26, 2018 9:22 AM  
**To:** Scott Renzi  
**Subject:** RE: Schoolhouse

The physical address is 1125 South Schodack Road Castleton NY 12033

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**From:** Scott Renzi [<mailto:swrcms@hotmail.com>]  
**Sent:** Friday, October 26, 2018 8:22 AM  
**To:** Joseph Tremblay  
**Subject:** Schoolhouse

Good morning Joe,  
can you please provide the address of the schoolhouse?  
Thanks,  
Scott



MOLD ASSESSMENTS  
 MOLD REMEDIATION  
 ODOR MITIGATION  
 ENERGY CONSULTATION

**Wise Home Solutions, Inc.**

Colonie, N.Y. 12205  
 Phone: 518-330-2268  
 Email:  
 info@wisehomesolutionsinc.net  
 Website:  
 www.wisehomesolutionsinc.net

## Mold Assessment Agreement

10/27/18

Customer: Schodack Building Department	Inspection Fee: \$375.00	Clearance Fee: \$375.00
Phone (Day): 518-477-7940	Total Due: \$750.00	
Phone (Evening):	Cash <input type="checkbox"/> Check <input type="checkbox"/> Payable to Wise Home Solutions, Inc.	
Email:		
Mailing Address: 265 Schuurman Road Castleton, N.Y. 12033		

Address of Property Inspected:  
 1125 S. Schodack Road  
 Castleton, N.Y. 12033

Property Information:  
 Abandoned Schoolhouse

Test Type	Test Location	Price
Visual Inspection	Limited (includes Mold Assessment & Clearance Inspection)	\$750.00
1.) Air Lift Swab	Outdoor	N/A
2.) Air Lift Swab	Indoor	N/A
3.) Air Lift Swab	Indoor	N/A
4.) Air Lift Swab		
5.) Air Lift Swab		
6.) Air Lift Swab		
7.) Air Lift Swab		
8.) Air Lift Swab		
<b>Total:</b>		<b>\$750.00</b>

Initial \_\_\_\_\_

Wise Home Solutions Inc. will provide the following services to client:

1. Visually inspect the subject property areas of concern, checking for water damage and mold infestation. In doing such visual inspection, the inspector will use, when applicable, a moisture meter and hygrometer.
2. Provide mold tests described above (as needed) through an independent and certified laboratory, whose results will be directly available to the client.
3. Provide a Mold Assessment Report which includes an explanation/clarification of the laboratory test results (if needed). Return to the work site to inspect mold remediation completed work for clearance. If clearance is not granted, a \$75.00 fee will be charged for each additional inspection.

The inspection and testing shall be performed in accordance with generally accepted standards of mold inspection and remediation.

This inspection is not a Building Code Inspection, title examination, home inspection for problems other than water and mold, or a by-law compliance inspection. The Inspector does not offer an opinion as to: (a) the advisability or inadvisability of the purchase, sale or repair or replacement of the property or its components such as, but not limited to, appliances, carpeting, heating, ventilation, and air conditioning equipment and ducts; (b) the property's value; or (c) the property's potential use.

The Inspection and Testing fee, and any report based on the inspection and testing conducted, is based on a single visit to the property. Additional fees may be charged for any subsequent visits required by the client. If the Inspector is called upon to prepare for litigation or give testimony as a result of the inspection and testing, additional fees shall be charged to the inspector's current fees for any time spent, including but not limited to, research, consultation, additional inspection and testing time, additional laboratory test fees, preparation of reports, travel, time waiting to testify and court appearances or depositions.

The inspection and testing report is based on the condition of the subject property existing and apparent on the precise time and exact date of the inspection. Not all conditions may be apparent on the inspection and testing date due to weather conditions, inoperable systems, inaccessibility of areas of the subject property, or for other reasons.

The client understands and agrees that the inspectors inspection and testing can report only; (1) water and mold problems in existence on the date of the inspection and testing; and (2) water and mold problems physically present in the precise and exact

subject property locations that are actually inspected. Air tests can only report the presence of mold spores in the air of each room in which an air sample is taken. Air tests or swab samples can only report the presence of mold spores in the individual heating, ventilation and air conditioning ducts in which air tests or swab samples are taken. The inspector's moisture meter can only detect wet conditions ¾ of an inch into building materials tested, and only in locations actually tested by the inspector. The inspector cannot report on areas or locations in the building that have not been specifically inspected and tested.

The inspector is not responsible or liable for the non-discovery of any water damage, water problems or mold contamination or mold problems or other conditions of the subject property or any other problems which may occur or may become evident after the inspection and testing time and date. Inspector is not an insurer nor guarantor against water problems, mold problems or other defects in the subject property and improvements, systems or components inspected. Inspector makes no warranty, express or implied, as to the fitness for use or condition of the systems or components inspected. Inspector assumes no responsibility for the cost of repairing any water problems, mold problems or any other defects or conditions. Inspector is not responsible or liable for any future water problems, mold problems or any other future failures or repairs.

Inspector and its employees are limited in liability to the fee paid for the inspection and testing services and report in the event that client or any third party claims that inspector is in any way liable for negligently performing the inspection and testing, or in preparing the inspection and testing report or any other reason or claim that inspector has not fully satisfied all its obligations hereunder. Client hereby agrees to indemnify, defend and hold harmless the inspector if any third party brings a claim against the

Initial \_\_\_\_\_

inspector relating to the inspection and testing or Inspecting and Testing Report.

This agreement is governed by the laws and jurisdiction of the State of New York. Any controversy or claim between the parties hereto, arising directly or indirectly out of, connected with, or relation to the interpretation of the agreement, the scope of the services, the actual inspection and testing services rendered by Inspector, the Inspection and Testing Report provided to the client by Inspector, or any other matters of any kind involving any act or omission performed under this agreement, or promises, shall be submitted to arbitration in accordance with the applicable rules of the American Arbitration Association or other association / arbitrator selected by the parties. The parties shall mutually appoint an arbitrator who is knowledgeable and familiar with the mold inspection and mold testing industry. Judgment on any award may be entered in any court having jurisdiction, and the arbitration decision shall be binding on all parties. Secondary or consequential damages are specifically excluded.

In the event of any dispute arising out of the Inspection, Testing or Report, if the client is unsuccessful in maintaining the claim in arbitration or elsewhere, then the client shall be liable to the inspector for all charges, expenses, costs and legal fees incurred by the inspector on a complete indemnity basis, including a reasonable fee for all the time spent by the inspector or inspector's personnel in investigating, research, preparation for, and attendance at arbitration or court hearings and examinations.

Any claims must be presented to the inspector in hand by certified U.S mail or suitable proof of delivery within one year from the date of the inspection. Inspector shall have no liability for any claims presented one year after the date of the inspection and testing. Client guarantees inspector a right to examine the subject matter and area of any claim and offer a resolution prior to the client's performance of remedial measures (except in the event of an emergency, or to protect for personal safety, or to reduce or avoid damage to property). This is a condition precedent to client's claim.

This agreement and the documents referred to herein constitute the entire agreement between the parties hereto, and supersede all prior representations, discussions, or agreements, whether written or oral. No amendment, change or variance from this agreement shall be binding on either party unless mutually agreed to, in writing and signed by the parties hereto. If any provision of this agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this agreement be construed to remain fully valid, enforceable and binding on the parties.

THE INSPECTION, TESTING AND REPORT DO NOT CONSTITUTE A WARRANTY, GUARANTEE OR INSURANCE POLICY OF ANY KIND. There are no warranties, guarantees or insurance available or provided by the inspector.

Having read and fully understood this Agreement, I (we) hereby authorize the inspection and testing of the subject property.

\_\_\_\_\_  
Client Signature

Wise Home Solutions, Inc.

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

Initial \_\_\_\_\_

## Dawne Kelly

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**From:** Bruce Goodall  
**Sent:** Saturday, November 03, 2018 9:27 AM  
**To:** Dawne Kelly  
**Subject:** FW: COUNTYWIDE SNOWPLOWS

Bruce Goodall  
Director of Transfer Station Operations

Town of Schodack  
265 Schuurman Road  
Castleton-on-Hudson, NY 12033  
Telephone: [\(518\)477-8491](tel:(518)477-8491)  
Fax: [\(518\)477-2439](tel:(518)477-2439)  
e-mail: [bruce.goodall@schodack.org](mailto:bruce.goodall@schodack.org)

**Confidential Legal Notice:** This message (including any attachments) is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged and confidential. If you are not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you should not disseminate, distribute or copy this information and communication to any individual(s) not specifically identified in the above address headings.

**From:** James Hespel [mailto:[jwhespel@hotmail.com](mailto:jwhespel@hotmail.com)]  
**Sent:** Saturday, October 20, 2018 9:57 AM  
**To:** Bruce Goodall  
**Subject:** COUNTYWIDE SNOWPLOWS

Hi Bruce,  
Thanks for the Snowplow Inquiry.  
MVP PLUS MILD STEEL \$5788.00 PLUS MA SALES TAX ( INSTALLED )  
MVP-3 MILD STEEL \$5988.00 PLUS MA SALES TAX (INSTALLED )

Currently out of stock on both units, let me know if want to put a deposit down on one and well get it going fpor you

Thanks  
Jim 413-499-5559