

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Water, Bureau of Water Compliance
625 Broadway, Albany, New York 12233-3506
P: (518) 402-8177 | F: (518) 402-9029
www.dec.ny.gov

Item A,
(1-12)

RECEIVED

OCT 29 2015

SUPERVISOR'S OFFICE
TOWN OF LYSANDER

October 27, 2015

Honorable John A. Salisbury
Supervisor
Town of Lysander
8220 Loop Road
Baldwinsville, New York 13027

Dear Supervisor Salisbury:

Enclosed are three (3) copies of the proposed Amendment No. 2 to Contract No. C304411. This amendment is for the Whispering Oaks Sewer District Improvements and extends the contract end date from October 31, 2015 to October 31, 2016. In addition, a new Appendix B has been added.

[1] This contract amendment requires the notarized signature of the authorized representative. Your original resolution designates the Supervisor as the authorized representative (copy enclosed). Please return the three (3) original signed and notarized amendments as soon as possible to my attention at: NYSDEC, Division of Water, 625 Broadway, 4th Floor, Albany, New York 12233-3506.

[2] W.D. Malone Trucking & Excavating, Inc. and Blue Heron Construction completed Vendor Responsibility Questionnaires prior to Amendment No. 1 approval. The vendors are required to provide an updated Certification signed within the last six (6) months for this Amendment No. 2. The documentation will become part of the package routed for review.

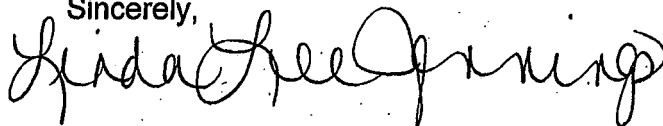
[3] You will be required to provide the Department with updated proof of Workers' Compensation Insurance. The previous documentation submitted for Amendment No. 1 is included for your information and use.

This contract amendment will then be executed by representatives of the Commissioner of Environmental Conservation and the Office of the State Comptroller. An executed copy of this contract amendment will be returned to you for your records.

Any administrative questions should be referred to me at (518) 402-8223. Any technical questions should be referred to Daniel Hayes, Regional Project Manager at (315) 426-7454.

Thank you for your efforts in preventing and protecting New York State's waters from pollution.

Sincerely,



Linda Lee Jennings
Environmental Program Specialist

Enclosures

c: w/letter only: D. Hayes, Regional Project Manager, NYSDEC, Reg. 7, Syracuse
M. June, NYSDEC, M/WBE Program Office, Albany

| | |
|---|--|
| STATE AGENCY (Name & Address): New York State Department of Environmental Conservation 625 Broadway, 4th Floor Albany, NY 12233-3504 | BUSINESS UNIT/DEPT. ID: DEC01/3350000 CONTRACT NUMBER: C304411 CONTRACT TYPE: <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement |
| CONTRACTOR SFS PAYEE NAME: Town of Lysander | TRANSACTION TYPE: <input type="checkbox"/> New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Amendment |
| CONTRACTOR DOS INCORPORATED NAME: | PROJECT NAME: Whispering Oaks Sewer District Improvements |
| CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002775 Federal Tax ID Number: 15-6001027 DUNS Number (if applicable): | AGENCY IDENTIFIER: WQ-WWT CFDA NUMBER (Federally Funded Grants Only): |
| CONTRACTOR PRIMARY MAILING ADDRESS: 8220 Loop Road Baldwinsville, New York 13027 CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address CONTRACT MAILING ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address | CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit Charities Registration Number: Exemption Status/Code: <input type="checkbox"/> Sectarian Entity |

Contract Number: # C304411

CURRENT CONTRACT TERM:

From: 08/01/2011 To: 10/31/2015

CURRENT CONTRACT PERIOD:

From: To:

AMENDED TERM:

From: 08/01/2011 To: 10/31/2016

AMENDED PERIOD:

From: To:

CONTRACT FUNDING AMOUNT

(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):

CURRENT: \$ 1,240,150

AMENDED:

FUNDING SOURCE(S)

- ☒ State
☐ Federal
☐ Other

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
 (Out years represent projected funding amounts)

| # | CURRENT PERIOD | CURRENT AMOUNT | AMENDED PERIOD | AMENDED AMOUNT |
|---|----------------|----------------|----------------|----------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |

ATTACHMENTS PART OF THIS AGREEMENT:

- ☐ Attachment A:
- ☐ A-1 Program Specific Terms and Conditions
 - ☐ A-2 Federally Funded Grants
- ☐ Attachment B:
- ☐ B-1 Expenditure Based Budget
 - ☐ B-2 Performance Based Budget
 - ☐ B-3 Capital Budget
 - ☐ B-1(A) Expenditure Based Budget (Amendment)
 - ☐ B-2(A) Performance Based Budget (Amendment)
 - ☐ B-3(A) Capital Budget (Amendment)
- ☐ Attachment C: Work Plan
- ☐ Attachment D: Payment and Reporting Schedule
- ☒ Other: [1] Amendment No. 2; [2] Appendix B - Dated January 2015; [4] Appendix D - State Assistance Contract

Contract Number: # C304411

Amendment No. 2: No Cost Time Extension

Contract Number: C304411

THIS AMENDMENT, entered into by and between the STATE OF NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION (hereinafter referred to as the "Department"), having offices at 625 Broadway, Albany, New York 12233, and the Town of Lysander (hereinafter referred to as the "Recipient"), with offices at 8220 Loop Road, Baldwinsville, New York 13027 is hereby attached to and becomes incorporated into the above referenced contract.

The parties entered into a prior Contract which was duly assigned Contract Number C304411 which said Contract the parties now desire to amend and/or extend. The Contract provides for amendment or extension in Article 1.

This amendment was requested by Allen J. Yager, P.E. the Town of Lysander Engineer, and approved by Daniel Hayes, the Regional Project Manager, to complete the Whispering Oaks Sewer District Improvements. A revised end date of October 31, 2016 will provide sufficient time to complete the project since the Town encountered delays in the NYS Comptroller's approval of the West Genesee Sewer District Extension No. 2 audit and control review.

The Contract is amended as follows:

1. Article 1: Term and Effective Date is revised to extend the Contract termination date from October 31, 2015 to October 31, 2016.
2. Appendix B – Standard Clauses for All New York State Department of Environmental Conservation Contracts dated, 4/17/00 is hereby revised and replaced with Appendix B – Standard Clauses for All New York State Department of Environmental Conservation Contracts dated, January 2015.
3. Appendix D of State Assistance Contract is revised to extend the Contract termination date from October 31, 2015 to October 31, 2016.

All other terms and conditions of said Contract shall remain in full force and effect.

A6

IN WITNESS THEREOF, the parties hereto have executed or approved this : Contract on the dates below their signatures.

CONTRACTOR:

Town of Lysander

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Department of Environmental Conservation

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

County of _____

On the ____ day of _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

Contract Number: # C304411

Page 1 of 1.

APPENDIX B

Standard Clauses for All New York State Department of Environmental Conservation Contracts

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

I. Postponement, suspension, abandonment or termination by the Department:

The Department shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall immediately stop work, take steps to incur no additional obligations, and to limit further expenditures. Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis, as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

II. **Indemnification and Hold harmless** The Contractor agrees that it will indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of any omission or tortious act of the Contractor, its agents, employees, suppliers or subcontractors in the performance of this contract. The Department and the State of New York may retain such monies from the amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like, which is asserted against the Department and/or the State of New York.

III. Conflict of Interest

(a) **Organizational Conflict of Interest.** To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may,

without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(b) **Personal Conflict of Interest:** The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.

(2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.

V. **Compliance with Federal requirements** To the extent that federal funds are provided to the Contractor or used in paying the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized. The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause.

VI. **Independent Contractor** The Contractor shall have the status of an independent contractor. Accordingly, the Contractor agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the Department by reason of this contract. It further agrees that it will not make any claim, demand or application to the Department for any right or privilege applicable to an officer or employee of the Department, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

VII. **Compliance with applicable laws**

(a) Prior to the commencement of any work under this contract, the Contractor is required to meet all legal requirements necessary in the performance of the contract. This includes but is not limited to compliance with all applicable federal, state and local laws and regulations promulgated thereunder. It is the Contractor's responsibility to obtain any necessary permits, or other authorizations. By signing this contract, the Contractor affirmatively represents that it has complied with said laws, unless it advises the Department otherwise, in writing. The Department signs this contract in reliance upon this representation.

(b) During the term of this contract, and any extensions thereof, the Contractor must remain in compliance with said laws. A failure to notify the Department of noncompliance of which the Contractor was or should have been aware, may be considered a material breach of this contract.

VIII. **Dispute Resolution** The parties agree to the following steps, or as many as are necessary to resolve disputes between the Department and the Contractor.

(a) The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor.

(1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.

(2) The decision of the designated individual shall be the final DEC determination, unless the Contractor files a written appeal of that decision with the designated appeal individual ("DAI") within twenty days of receipt of that decision.

(b) Upon receipt of the written appeal, the DAI, will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.

- (1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or
- (2) Determine that there is no need for further action, and that the determination of the designated individual is confirmed; or
- (3) Make a determination on the record as it exists.

(c) The decision of the DAI shall be the final DEC decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee ("CRC") within twenty days of receipt of that decision.

The designated individual to hear disputes is:

Joe DiMura, Director, BWC

(Name and Title)

NYS DEC, 625 Broadway, 4th Fl

Albany NY 12233-3506

(Address)

(518) 402-8177

(Telephone)

The designated appeal individual to review decisions is:

Alan Fuchs, Director, BFP&DS

(Name and Title)

NYS DEC, 625 Broadway, 4th Fl

Albany NY 12233-3504

(Address)

(518) 402-8185

(Telephone)

The Chair of the Contract Review Committee is:

Department of Environmental Conservation

Nancy W. Lussier Chair

Contract Review Committee

625 Broadway, 10th Floor

Albany, NY 12233-5010

Telephone: (518) 402-9228

X. Offset In accordance with State Law, the Department has the authority to administratively offset any monies due it from the Contractor, from payments due to the Contractor under this contract. The Department may also (a) assess interest or late payment charges, and collection fees, if applicable; (b) charge a fee for any dishonored check; (c) refuse to renew certain licenses and permits.

XI. Tax Exemption Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

XII. Litigation Support In the event that the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Compensation will be negotiated and based on rates established in the contract, or as may otherwise be provided in the contract.

XIII. Equipment Any equipment purchased with funds provided under this contract, shall remain the property of the Department, unless otherwise provided in the contract. The Contractor shall be liable for all costs for maintaining the property in good, usable condition. It shall be returned to the Department upon completion of the contract, in such condition, unless the Department elects to sell the equipment to the Contractor, upon mutually agreeable terms.

XIV. Inventions or Discoveries Any invention or discovery first made in performance of this Contract shall be the property of the Department, unless otherwise provided in the contract. The Contractor agrees to provide the Department with any and all materials related to this property. At the Department's option, the Contractor may be granted a non-exclusive license.

XV. Patent and Copyright Protection

If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.

(a) The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract infringes any patent, copyright or other proprietary right; provided the Department gives the Contractor:

- (1) prompt written notice of any action, claim or threat of infringement suit, or other suit, and
- (2) the opportunity to take over, settle or defend such action at the Contractor's sole expense, and
- (3) all available information, assistance and authority necessary to the action, at the Contractor's sole expense.
- (4) The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

(b) If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:

- (1) procure for the Department the right to continue using the same item or parts thereof;
- (2) modify the same so that it becomes non-infringing and of at least the same quality and performance;
- (3) replace the item(s) or parts thereof with noninfringing items of at least the same quality and performance;
- (4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining thereto. The Contractor will buy back the infringing product(s) at the State's book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the Contract, the Contract shall be terminated.

(c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what

(b) Contract Goals

(1) For purposes of this procurement, the Department hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 6 % for Minority-Owned Business Enterprises ("MBE") participation and 6 % for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).

(2) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address;

<http://www.esd.ny.gov/mwbe.html>

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

(3) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Department for liquidated or other appropriate damages, as set forth herein.

(c) Equal Employment Opportunity (EEO)

(1) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements. Contractor shall comply with the following provisions of Article 15-A:

(i) Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the

areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(ii) The Contractor shall submit an EEO policy statement to the Department within seventy two (72) hours after the date of the notice by Department to award the Contract to the Contractor.

(iii) If Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement. This statement can be found at the link provided in Section 8.

(iv) The Contractor's EEO policy statement shall include the following language:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
- b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- c. The Contractor shall request each employer Department, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employer Department, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the

(2) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

(4) If the Department, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

(f) Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report Form to the Department by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

(g) Liquidated Damages - MWBE Participation

(1) Where Department determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Department liquidated damages.

(2) Such liquidated damages shall be calculated as an amount equaling the difference between:

- (i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
- (ii) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

(3) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Department, Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the

Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Department.

(h) Forms

The following forms referenced in Article XVIII 3-A-3, 3B, 3C and 5A can be found at <http://www.dec.ny.gov/about/48854.html>

**Appendix D - State Assistance Contract
Water Quality Improvement Projects Program
Project Work Plan Form - Waste Water Treatment Improvement Projects**

I. COVER SHEET

RECIPIENT INFORMATION

1. LEAD MUNICIPALITY:

☐ City ☒ Town ☐ Village ☐ Other
of Lysander

3. PROJECT MANAGER & MAILING ADDRESS:

First name: Allen Last name: Yager
(no. & street) 8220 Loop Road
(city) Baldwinsville (state) NY (zip) 13027
PHONE: (315) 857-0291 FAX: (315) 635-1515
E-mail: engineer@townoflysander.org

2. MUNICIPAL CONTACT & MAILING ADDRESS:

First name: John Last name: Salisbury
title: Town Supervisor
(no. & street) 8220 Loop Road
(city) Baldwinsville (state) NY (zip) 13027
PHONE: (315) 857-0281 FAX: (315) 635-1515
E-mail: supervisor@townoflysander.org

4. FISCAL/ADMINISTRATIVE WORK CONTACT

(if different from above)
First name: David Last name: Rahrle
(no. & street) 8220 Loop Road
(city) Baldwinsville (state) NY (zip) 13027
PHONE: (315) 635-1443 FAX: (315) 635-1515
E-Mail: comptroller@townoflysander.org

GENERAL PROJECT INFORMATION

1. PROJECT NAME Whispering Oaks Sewer District
Improvements

4. FEDERAL (IRS) IDENTIFICATION #: 15-6001027

2. APPLICATION TRACKING #
2009 WQI 10030

5. SEQR STATUS ☒ Type I ☐ Unlisted ☐ Type II

If Type I or Unlisted:

Has a Negative Declaration been accepted ☐ Yes ☒ No

OR has the final BIS been accepted ☐ Yes ☐ No

The Town is

3. HAS A CURRENT MUNICIPAL RESOLUTION
BEEN SUBMITTED? ☐ Yes ☒ No

6. EXISTING CLEAN WATER STATE REVOLVING LOAN FUND PROJECT #

C7-6343-01-00 Currently Amending

Do you have a pending or approved application for the Clean Water State Revolving Fund? ☐ Yes ☒ No SEQR to include WGS
Has CWSRF application been submitted? ☐ Yes ☒ No Ext 2.

7. PROJECT LOCATION(S) AND ZIP CODES:

☐ City ☒ Town ☐ Village of Lysander County of: _____
☐ City ☐ Town ☐ Village of _____ County of: _____

ZIP CODE(S)

PROJECT TIMING AND COSTS

Any invoices to be paid must be for services that fall between the start date and completion date of the project. When identifying the proposed start date, make sure it is before work has begun and any costs have been incurred. When identifying the expected completion date, leave yourself enough time to ensure that the project will be completed, final report prepared, and all bills paid within that time period. Give yourself extra time to be sure that all bills will fall within the project schedule to avoid the need for a contract amendment before reimbursement of costs can occur.

1. START DATE:

08/01/2011

2. COMPLETION DATE:

10/31/2016

3. STATE ASSISTANCE

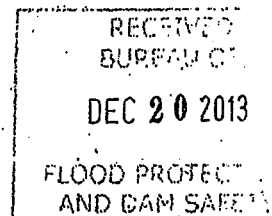
\$1,240,150.00

4. LOCAL MATCH

\$359,850.00

5. TOTAL COSTS (ADD 3 & 4)

\$1,600,000.00



Item C,
(1-3)

TOWN of LYSANDER
8220 LOOP ROAD
BALDWINSVILLE, NEW YORK 13027
(315) 638-4264

November 2, 2015.

Mr. John A. Salisbury, Supervisor
And Town Board Members
Town of Lysander
8220 Loop Road
Baldwinsville, NY 13027

Re: Crego Street Reconstruction and Drainage Improvements

Subj: Second Payment


Dear Mr. Salisbury:

The attached application for payment request No. 2 for the Crego Street Reconstruction and Drainage Improvements project is for materials and work completed prior to October 15, 2015. This payment request includes work completed in the base bid and additive bid contract along with the overall contract reduction included in Change Order No. 2.

The total amount of the work completed through this payment request is \$239,826.87, per the contract specification 5% of this amount is to be withheld as retainage, making the total due to the contractor for Payment Request No. 2 \$111,543.83.

I would recommend that the Board approve Payment Request No. 2 for the Crego Street Reconstruction and Drainage Improvements Project at the November 5, 2015 meeting. Please feel free to contact me if you have any questions or require any additional information.

Regards


Allen J. Yager, P.E.
Town of Lysander Engineer

CC: Lisa Dell
David Rahrle
Kevin Barry, Comptroller JK Tobin, Inc.

enclosure



Crego St Reconst & Drain Imprv - APPLICATION AND CERTIFICATION FOR PAYMENT

TO: TOWN OF LYSANDER
ALLEN J YAGER, P.E.
TOWN ENGINEER
BALDWINVILLE, NY 13027
FROM: JK Tobin Construction Co., Inc.
Salt Springs Paving Corp.
Jamesville, NY 13078

PROJECT: Crego St Reconst & Drain Imprv

APPLICATION NO.: *DRAFT*
PERIOD TO: 10/31/2015

Distribution To:
OWNER ☒
ARCHITECT
CONTRACTOR
DESIGN ENGINEER ☒

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM \$ 240,985.50
2. Net Change By Change Orders \$ 17,611.37
3. CONTRACT SUM TO DATE (line 1+2) \$ 258,596.87
4. TOTAL COMPLETED & STORED TO DATE \$ 239,826.87
5. RETAINAGE:
5.00 % of Completed Work \$ 11,991.36
0.00 % of Stored Material \$ 0.00
- Total Retainage (line 5a + 5b) \$ 11,991.36
6. TOTAL EARNED LESS RETAINAGE \$ 227,835.51
7. LESS PREVIOUS PAYMENT APPLICATIONS \$ 116,291.68
8. CURRENT PAYMENT DUE \$ 111,543.83
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 30,761.36

| CHANGES TO CONTRACT | ADDITIONS | DEDUCTIONS |
|---|--------------|--------------|
| Total Changes approved in previous months by Owner: | \$ 0.00 | \$ 0.00 |
| Total approved this Month: | \$ 24,176.22 | \$ -6,564.85 |
| Totals | \$ 24,176.22 | \$ -6,564.85 |
| NET CHANGES BY Change Order | \$ 17,611.37 | |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

By: _____
State of New York
County of Onondaga
Notary Public
Subscribed and sworn to before me this ____ day of ____ 20__

Date: 11/02/2015

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and the Design Engineer certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

PROJECT MANAGER:

By: _____ Date: _____

OWNER ACCEPTANCE

The owner hereby accepts this payment application from the Contractor and the accompanying recommendation and certification from the Construction Manager in connection with the Subject Project. The Owner agrees the Contractor is due the Certified amount and authorizes payment of same.

OWNER:

By: _____ Date: _____

C3

APPLICATION AND CERTIFICATION FOR PAYMENT - Crego St Reconst & Drain Imprv

APPLICATION NO.: *DRAFT*
 INVOICE DATE: 11/2/2015
 PERIOD TO: 10/31/2015
 JKT Contract Number: J15011

| A ITEM # | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | F STORED MATERIAL | G COMPLETED & STORED | | H BALANCE TO FINISH | | I RETAINAGE |
|-----------------------|--------------------------------|----------------------|---------------------|-------------------|----------------------|-------------------------|--------------|------------------------|--|------------------|
| | | | PRIOR APPLICATIONS | CURRENT PERIOD | | | % | | | |
| 01 | Mobilization | 6,470.00 | 4,852.50 | 1,617.50 | | 6,470.00 | 100.00 | | | 323.51 |
| 02 | 12" Storm Sewer | 50,275.50 | 50,275.50 | | | 50,275.50 | 100.00 | | | 2,513.78 |
| 03 | 4" Storm Manhole | 18,740.00 | | 18,740.00 | | 18,740.00 | 100.00 | | | 937.00 |
| 04 | 6" Underdrain | 45,879.00 | 32,115.30 | 13,763.70 | | 45,879.00 | 100.00 | | | 2,293.95 |
| 05 | Sump Laterals | 6,030.00 | | 6,030.00 | | 6,030.00 | 100.00 | | | 301.50 |
| 06 | Cold Mill Asph Subbase Excau | 15,441.00 | 15,441.00 | | | 15,441.00 | 100.00 | | | 772.05 |
| 07 | Type 2 Subbase | 32,880.00 | 19,728.00 | 13,152.00 | | 32,880.00 | 100.00 | | | 1,644.00 |
| 08 | Type 3 Binder Course | 65,270.00 | | 65,270.00 | | 65,270.00 | 100.00 | | | 3,263.50 |
| CHANGES/ORDERS | | | | | | | | | | |
| CO01 | Add 1,450 LF Underdrain | 18,770.00 | | | | | | 18,770.00 | | |
| CO02 | Final C/O Adds/Cty Red/Damages | -1,158.63 | | -1,158.63 | | -1,158.63 | 100.00 | | | -57.93 |
| | Totals | 258,596.87 | 122,412.30 | 117,414.57 | | 239,826.87 | 92.74 | 18,770.00 | | 11,991.36 |

Item 1
(1-3)

TOWN of LYSANDER
8220 LOOP ROAD
BALDWINVILLE, NEW YORK 13027
(315) 638-4264

Town of Lysander
Crego Street Reconstruction and Drainage Improvements

Change Order Number: 2

Contractor: J.K. Tobin, Inc.
5146 Jamesville Road
Jamesville, NY 13078

AUTHORIZATION IS HEREBY GRANTED FOR THE FOLLOWING CHANGE:

Description of Change Order:

Final change order for Crego Street reconstruction containing additional contract work, contract quantity reductions and liquidated damages.

Reason for Change Order:

Minor contract filed changes were the result of latent filed conditions which resulted in slight changes to the overall contract item quantities.

| | | |
|---------------------------|---|---------------------|
| <u>Change Order Cost:</u> | Time and materials for roadway under cuts | \$5,406.22 |
| | Reduction in asphalt binder quantity (58.04 tons @ \$78.65/ton) | (\$4,564.85) |
| | Liquidated damages (base bid contract completed on 10/3/15) | <u>(\$2,000.00)</u> |
| | | (\$1,158.63) |


Revised Contract Amount:

| | |
|--|----------------------|
| Original Contract Plus Additive Bid Items: | \$240,985.50 |
| Change Order No. 1 : | \$18,770.00 |
| Change Order No. 2 : | <u>(\$ 1,158.63)</u> |
| Revised Contract Amount: | \$258,596.87 |

All the work will have been done to the best of our knowledge and belief in accordance with the applicable provisions of the Contract. This Change Order represents full and complete compensation for all cost relative to the change itself and all other impacts that this change may have on the project. The Contractor hereby acknowledges that it has considered and priced into this Change Order impacts beyond the scope of the individual change(s) and waives all claims otherwise.

Approvals:

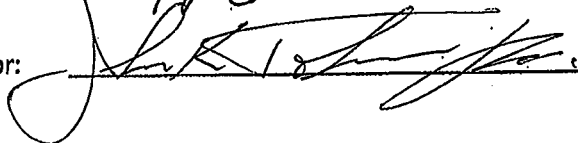
Engineer:



Date:

10/28/15

Contractor:



Date:

10/28/15

Owner:

Date:

Item G,
(1-2)**Repair Management**
BY NAVISTAR**STADIUM INTL S & S, LLC**

105 7TH NORTH STREET - LIVERPOOL, NY 13088

Phone: (1) 315-4758471 - Fax: (1) 315-4754150

Estimate Number: 1355878 - RO Number: 6018761

Service Writer: Christopher Joynt - Date: 10/22/2015 9:43 AM (C)

**STADIUM**
INTERNATIONAL
TRUCKS

Currency: USD

Unit No: 7

Town Of Lysander

VIN: 1HTWZAHRX5J035199
Model: 7800 SFA 4X2
Engine: CUM ISM-350V 335HP @2100 RPM
Make: International
Delivered: 8/20/2004
In Service: 11 Years 2 Months
Mileage: 58242 Eng Hrs: 0

Recall/AFC: No

Contact Name:

Position:

Phone:

E-Mail:

PO Number:

CINDY
635-5608

| Operation (All Sections) | Labor Cost | Parts Cost | Core Charge | Total Cost |
|--|------------|------------|-------------|------------|
| Dot / State Inspection - Fixed Cost | \$0.00 | \$0.00 | \$0.00 | \$21.00 |
| check electrical light is on | \$482.00 | \$0.00 | \$0.00 | \$482.00 |
| Transmission Harness Replace | \$231.00 | \$403.22 | \$0.00 | \$634.22 |
| (1) HARNESS AUTO HD ALLSN WTEC TCM CA | | | | |
| check left side for power steering leak | \$115.50 | \$0.00 | \$0.00 | \$115.50 |
| Power Steering Gear Sector Shaft Oil Seal(S) And/Or Side Cover Gasket, Replace | \$288.75 | \$0.00 | \$0.00 | \$288.75 |
| for nyl front slack adjusters frozen may need more time and parts | \$231.00 | \$0.00 | \$0.00 | \$231.00 |
| right front brake chamber spring hanging out | \$231.00 | \$143.54 | \$0.00 | \$374.54 |
| (1) CHAMBER, BRAKE SERVICE C24L3 24 | | | | |
| adjust all brakes | \$115.50 | \$0.00 | \$0.00 | \$115.50 |
| road test truck when all repairs are made | \$57.75 | \$0.00 | \$0.00 | \$57.75 |
| Steering Gear, Replace | \$346.50 | \$921.01 | \$688.75 | \$1,956.26 |
| (1) GEAR ASM STEERING DUAL M100 | | | | |
| (1) FILTER OIL P/S RESERVOIR | | | | |
| (4) FLUID, FLEETRITE POWER STEERING | | | | |

Notes: (10/22/2015 9:43 AM) - Dealer: perform nyl check electrical light is on check for power steering leak

Parts: \$1,467.77
 Core: \$688.75
 Labor: \$2,079.00
 Other Items: \$21.00
 Shop: \$29.36
 Tax: \$0.00
TOTAL: \$4,285.88

* Line H15 for a steering gear box after pulling old box apart to reseal we found that the shaft is to worn out to reuse this is the updated estimate

This estimate is subject to teardown and inspection and is valid for 30 days from date above. I, the undersigned, authorize you to perform the repairs and furnish the necessary materials. I understand any costs verbally quoted are an estimate only and not binding. Your employees may operate vehicle for inspecting, testing and delivery at my risk. You will not be responsible for loss or damage to vehicle or articles left in it. AUTHORIZED BY: _____
 DATE: _____

TOWN OF LYSANDER
REQUISITION FORM FOR SUPPLIES AND/OR SERVICES

If you need supplies or services amounting to over \$1,000 per single order you must submit this requisition form to the Supervisor for approval prior to placing your order.

DEPARTMENT: HIGHWAY

ITEM OR SERVICE NEEDED: TRUCK 7 REPAIR

COST: \$4285.88 FED. E.I. #: _____

VENDOR: STADIUM INTERNATIONAL

REASON NEEDED: PASS NYS INSPECTION

DATE OF REQUEST: 10-28-15

SIGNATURE OF DEPARTMENT HEAD: Gene Dinsmore

BUDGET OFFICER'S REMARKS: _____

REQUEST APPROVED:

DATE: _____ SUPERVISOR'S SIGNATURE: _____

OR

REQUEST DENIED:

DATE: _____ SUPERVISOR'S SIGNATURE: _____

REASON: _____

(Department Head: Submit requisition to Supervisor for approval and attached to your voucher.)