

TOWN BOARD
TOWN OF BRUNSWICK
Regular Meeting

March 12, 2026

FILED RESOLUTIONS

| Number | Title |
|--------|--|
| 38 | RESOLUTION APPOINTING ROXANNE L. BEHRENS AS A COURT CLERK FOR THE BRUNSWICK TOWN COURT |
| 39 | RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO CONTRACT #1 FOR THE CONSTRUCTION OF THE HIGHWAY DEPARTMENT STORAGE FACILITY |
| 40 | RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO CONTRACT #2 FOR THE CONSTRUCTION OF THE HIGHWAY DEPARTMENT STORAGE FACILITY |
| 41 | RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO CONTRACT #3 FOR THE CONSTRUCTION OF THE HIGHWAY DEPARTMENT STORAGE FACILITY |
| 42 | RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO CONTRACT #4 FOR THE CONSTRUCTION OF THE HIGHWAY DEPARTMENT STORAGE FACILITY |
| 43 | RESOLUTION AUTHORIZING THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH ATLANTIC TESTING LABORATORIES FOR SPECIAL INSPECTIONS AND TESTS RELATING TO THE CONSTRUCTION OF THE HIGHWAY DEPARTMENT STORAGE FACILITY |
| 44 | RESOLUTION AUTHORIZING ADDITIONAL WORKING HOURS FOR THOMAS MARTIN IN THE HIGHWAY DEPARTMENT |

RESOLUTION NO. 38, 2026

**TOWN OF BRUNSWICK
REGULAR MEETING**

March 12, 2026

**RESOLUTION APPOINTING ROXANNE L. BEHRENS AS A
COURT CLERK FOR THE BRUNSWICK TOWN COURT**

WHEREAS, there exists a vacancy in the office of the clerk of the Town Court of the Town of Brunswick; and

WHEREAS, the judges of that court have recommended the hiring of Roxanne L. Behrens to fill said vacancy, and have requested approval of such appointment;

NOW, THEREFORE

BE IT RESOLVED, that the Town Court hereby confirms the hiring of Roxanne L. Behrens as a court clerk for the Brunswick Town Court, with employment to commence on March 25, 2026, and with an annual salary of \$50,000 paid bi-weekly.

The foregoing Resolution offered by, _____ and seconded by _____, was duly put to a roll call vote as follows:

| | |
|------------------------------|---------------------|
| COUNCILMAN CIPPERLY | VOTING _____ |
| COUNCILMAN CHRISTIAN | VOTING _____ |
| COUNCILMAN SULLIVAN | VOTING _____ |
| COUNCILMAN BALISTRERI | VOTING _____ |
| SUPERVISOR HERRINGTON | VOTING _____ |

The foregoing Resolution was (was not) thereupon declared duly adopted.

Dated: March , 2026

Roxanne L. Behrens

Work Experience:

Senior Analyst- Network Operations

March 2020 – January 2025

CVS Health: Aetna, Remote work

- Developed and implemented results-driven programs and innovative strategies for the network operations team
- Managed the review, design, loading, and auditing of complex contracts, agreements, amendments, and fee schedules in contract management systems
- Conduct thorough research, analysis, and audits to identify potential issues, safeguard data integrity, and optimize contract performance
- Served as the technical expert for contract-related inquiries and system information
- Oversaw end-to-end contracting processes, including contract receipt, documentation review, and pre and post signature evaluations, ensuring accuracy and necessary language modifications
- Lead complex negotiations and collaborations with solo providers and small groups for new contracts and re-contracting initiatives
- Mentored and trained junior team members, enhancing their understanding of key techniques, processes, and responsibilities

Route Sales Associate

September 2016 – March 2020

Encore Floral, Grand Rapids, MI

- Supervised 5 of the NY/VT/MA/CT Reps
- Route Sales, traveled to established accounts in assigned routes, ordering and maintaining the desired product
- Placed orders to the company to have the product delivered to the assigned locations
- Ensured all customer accounts are up to date on payment, current sale items, and promotions
- Tracked and documented personal mileage sheets, expenses and time sheets on a weekly basis
- Maintained an inventory for each store assigned to me

Route Sales Associate

July 2007 – February 2016

Nestle USA (formerly Kraft Foods), Arlington, VA

- Supervised 12 reps from VT to NJ
- Route Sales, traveled to established accounts in assigned routes, ordering, and maintaining the desired product
- Ensured all customer accounts are up to date on payment, current sale items, and promotions
- Managed the warehouse I was assigned to by organizing, ordering, and inventory
- Unloaded incoming truck weekly with forklift and/or pallet jacks
- Experience with dock plates, ensuring the safety while unloading trucks

Medical Claims Specialist

August 2004 – February 2006

Value Options, Latham, NY

- Prepared medical claims for processing, ensuring completeness of claims verifying membership, checking providers, coding and keying claims for timely and accurate processing
- Developed into a subject matter expert on all aspects of the electronic claims processing

RESOLUTION NO. 39, 2026

**TOWN OF BRUNSWICK
REGULAR MEETING**

March 12, 2026

**RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER
INTO CONTRACT #1 FOR THE CONSTRUCTION OF
THE HIGHWAY DEPARTMENT STORAGE FACILITY**

WHEREAS, the Town previously issued bid specifications relating to the construction of a Highway Department storage facility; and

WHEREAS, four separate bid specifications were issued relating to work for this project:

- Contract #1 (Construction)
- Contract #2 (Plumbing)
- Contract #3 (Mechanical)
- Contract #4 (Electrical); and

WHEREAS, bids were received responding to each of the four separate bid specifications issued by the Town, and said bids were duly opened and examined; and

WHEREAS, in relation to Contract #1 (Construction) the Town Board has determined that BBA, Inc. dba Bonaquisti Brothers Construction has submitted the lowest responsible bid, in the amount of \$3,318,800.00;

NOW, THEREFORE

BE IT RESOLVED, that the Supervisor is hereby authorized to execute said Contract #1 with BBA, Inc. dba Bonaquisti Brothers Construction.

The foregoing Resolution offered by, _____ and
seconded by _____, was duly put to a roll call vote as follows:

| | |
|------------------------------|---------------------|
| COUNCILMAN CIPPERLY | VOTING _____ |
| COUNCILMAN CHRISTIAN | VOTING _____ |
| COUNCILMAN SULLIVAN | VOTING _____ |
| COUNCILMAN BALISTRERI | VOTING _____ |
| SUPERVISOR HERRINGTON | VOTING _____ |

The foregoing Resolution was (was not) thereupon declared duly adopted.

Dated: March , 2026

DRAFT AIA Document A101™ - 2017

**Standard Form of Agreement Between Owner and Contractor
where the basis of payment is a Stipulated Sum**

AGREEMENT made as of the _____ day of _____ in the year Two Thousand and Twenty-Six.

BETWEEN the Owner:

Town of Brunswick
336 Town Office Road
Troy, New York 12180

and the Contractor:

Contract #1 Construction
BBA, Inc. dba Bonaquisti Brothers Construction
20 Center Street, Suite One
Albany, New York 12204

for the following Project:

Highway Department Storage Facility
336 Town Office Road
Troy, New York 12180

The Architect:

architecture+
Lomonaco & Pitts Architects PC
297 River Street
Troy New York 12180

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
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- 4 CONTRACT SUM**
- 5 PAYMENTS**
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- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**
- 10. SAMPLE INSURANCE CERTIFICATE**

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

By 15 November 2026.

§ 3.3.2 Not applicable.

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Million Three Hundred Eighteen Thousand Eight Hundred and 00/100 dollars (\$ 3,318,800.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

| Item | Price |
|--------------|-----------------|
| Alternate C1 | \$21,800.00 ADD |

§ 4.3 Allowances, included in the Contract Sum:

| Item | Price |
|--------------------------|--|
| Contingency Allowance C1 | \$25,000.00 |
| Contingency Allowance C2 | \$20,250.00 (75 cubic yards @ Unit Price C2) |

§ 4.4 Unit prices:

| Item | Units and Limitations | Price per Unit (\$0.00) |
|---------------|-----------------------------|-------------------------|
| Unit Price C2 | 75 cubic yards Allowance C2 | \$270.00/cy |

§ 4.5 Liquidated damages:

One Thousand dollars (\$1,000) per calendar day for each contract failing to complete their work by the date of substantial completion. These liquidated damages will not be applied to any contract that achieves substantial completion for their contract work by the substantial completion date.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty first (21st) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the thirtieth (30th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;

- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Five percent (5%) of the amount of work completed.

§ 5.1.7.1.1

§ 5.1.7.2 Reduction of retainage shall be as follows:

See 5.1.7.3

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

Upon full execution of the Certificate of Substantial Completion for each contract, retainage associated with each contract can be reduced except for twice the value of the items remaining on the Punch List

§ 5.1.8 Not applicable

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows: this item is for discussion

Litigation in a court of competent jurisdiction

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 Not Applicable.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

TO BE DETERMINED

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

TO BE DETERMINED

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

Type

Payment Bond In an amount not less than 100% of the total amount of the Contract amount awarded to the Contractor

Performance Bond In an amount not less than 100% of the total amount of the Contract amount awarded to the Contractor

Payment and Performance Bonds shall be AIA Document A312, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312, current as of the date of this Agreement.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101–2017, Standard Form of Agreement Between Owner and Contractor
- .2 Sample Certificate of Insurance
- .3 AIA Document A201–2017, General Conditions of the Contract for Construction
- .4 Drawings
As indicated on the Drawing Cover Sheet dated 26 November 2025, inclusive of all modifications made by Addendum 1 and Addendum 2.
- .5 Specifications
As included in the Project Manual dated 26 November 2025, inclusive of all modifications made by Addendum 1 and Addendum 2.
- .6 Addenda:

| Number | Date | Pages |
|------------|------------------|--|
| Addendum 1 | 9 February 2025 | 1 through 4 inclusive of all attachments |
| Addendum 2 | 12 February 2025 | 1 through 3 inclusive of all attachments |

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

RESOLUTION NO. 40, 2026

**TOWN OF BRUNSWICK
REGULAR MEETING**

March 12, 2026

**RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER
INTO CONTRACT #2 FOR THE CONSTRUCTION OF
THE HIGHWAY DEPARTMENT STORAGE FACILITY**

WHEREAS, the Town has previously issued bid specifications relating to the construction of a Highway Department storage facility; and

WHEREAS, four separate bid specifications were issued relating to work for this project:

- Contract #1 (Construction)
- Contract #2 (Plumbing)
- Contract #3 (Mechanical)
- Contract #4 (Electrical); and

WHEREAS, bids were received responding to each of the four separate bid specifications issued by the Town, and said bids were duly opened and examined; and

WHEREAS, in relation to Contract #2 (Plumbing) the Town Board has determined that Mazone Plumbing & Heating, Inc. has submitted the lowest responsible bid, in the amount of \$291,943.00;

NOW, THEREFORE

BE IT RESOLVED, that the Supervisor is hereby authorized to execute said Contract #2 with Mazone Plumbing & Heating, Inc.

RESOLVED, that this resolution shall take effect immediately.

The foregoing Resolution offered by, _____ and
seconded by _____, was duly put to a roll call vote as follows:

| | |
|------------------------------|---------------------|
| COUNCILMAN CIPPERLY | VOTING _____ |
| COUNCILMAN CHRISTIAN | VOTING _____ |
| COUNCILMAN SULLIVAN | VOTING _____ |
| COUNCILMAN BALISTRERI | VOTING _____ |
| SUPERVISOR HERRINGTON | VOTING _____ |

The foregoing Resolution was (was not) thereupon declared duly adopted.

Dated: March , 2026

DRAFT AIA® Document A101™ - 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the ____ day of ____ in the year Two Thousand and Twenty-Six.

BETWEEN the Owner:
Town of Brunswick
336 Town Office Road
Troy, New York 12180

and the Contractor:
Contract #2 Plumbing
Mazone Plumbing & Heating, Inc.
93 Elsmere Avenue
Delmar, New York 12054

for the following Project:
Highway Department Storage Facility
336 Town Office Road
Troy, New York 12180

The Architect:
architecture+
Lomonaco & Pitts Architects PC
297 River Street
Troy New York 12180

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10. SAMPLE INSURANCE CERTIFICATE

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

[X] The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

By 15 November 2026.

§ 3.3.2 Not applicable.

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Ninety-One Thousand Nine Hundred Forty-Three and 00/100 dollars (\$291,943.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 None.

§ 4.3 Allowances, included in the Contract Sum:

| Item | Price |
|--------------------------|-------------|
| Contingency Allowance P1 | \$ 5,000.00 |

§ 4.5 Liquidated damages:

One Thousand dollars (\$1,000) per calendar day for each contract failing to complete their work by the date of substantial completion. These liquidated damages will not be applied to any contract that achieves substantial completion for their contract work by the substantial completion date.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty first (21st) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the thirtieth (30th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;

- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Five percent (5%) of the amount of work completed.

§ 5.1.7.2 Reduction of retainage shall be as follows:

See 5.1.7.3

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

Upon full execution of the Certificate of Substantial Completion for each contract, retainage associated with each contract can be reduced except for twice the value of the items remaining on the Punch List

§ 5.1.8 Not applicable

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows: this item is for discussion

Litigation in a court of competent jurisdiction

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 Not Applicable.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)
TO BE DETERMINED

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)
TO BE DETERMINED

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

| Type | |
|------------------|--|
| Payment Bond | In an amount not less than 100% of the total amount of the Contract amount awarded to the Contractor |
| Performance Bond | In an amount not less than 100% of the total amount of the Contract amount awarded to the Contractor |

Payment and Performance Bonds shall be AIA Document A312, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312, current as of the date of this Agreement.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101-2017, Standard Form of Agreement Between Owner and Contractor
- .2 Sample Certificate of Insurance
- .3 AIA Document A201-2017, General Conditions of the Contract for Construction
- .4 Drawings
As indicated on the Drawing Cover Sheet dated 26 November 2025, inclusive of all modifications made by Addendum 1 and Addendum 2.
- .5 Specifications
As included in the Project Manual dated 26 November 2025, inclusive of all modifications made by Addendum 1 and Addendum 2.
- .6 Addenda:

| Number | Date | Pages |
|------------|------------------|--|
| Addendum 1 | 9 February 2025 | 1 through 4 inclusive of all attachments |
| Addendum 2 | 12 February 2025 | 1 through 3 inclusive of all attachments |

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

RESOLUTION NO. 41, 2026

**TOWN OF BRUNSWICK
REGULAR MEETING**

March 12, 2026

**RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER
INTO CONTRACT #3 FOR THE CONSTRUCTION OF
THE HIGHWAY DEPARTMENT STORAGE FACILITY**

WHEREAS, the Town has previously issued bid specifications relating to the construction of a Highway Department storage facility; and

WHEREAS, four separate bid specifications were issued relating to work for this project:
Contract #1 (Construction)
Contract #2 (Plumbing)
Contract #3 (Mechanical)
Contract #4 (Electrical); and

WHEREAS, bids were received responding to each of the four separate bid specifications issued by the Town, and said bids were duly opened and examined; and

WHEREAS, in relation to Contract #3 (Mechanical) the Town Board has determined that Mazone Plumbing & Heating, Inc. has submitted the lowest responsible bid, in the amount of \$230,248.00; ;

NOW, THEREFORE

BE IT RESOLVED, that the Supervisor is hereby authorized to execute said Contract #3 with Mazone Plumbing & Heating, Inc.

RESOLVED, that this resolution shall take effect immediately.

The foregoing Resolution offered by, _____ and
seconded by _____, was duly put to a roll call vote as follows:

| | |
|------------------------------|---------------------|
| COUNCILMAN CIPPERLY | VOTING _____ |
| COUNCILMAN CHRISTIAN | VOTING _____ |
| COUNCILMAN SULLIVAN | VOTING _____ |
| COUNCILMAN BALISTRERI | VOTING _____ |
| SUPERVISOR HERRINGTON | VOTING _____ |

The foregoing Resolution was (was not) thereupon declared duly adopted.

Dated: March , 2026

DRAFT

AIA Document A101™ - 2017

*Standard Form of Agreement Between Owner and Contractor
where the basis of payment is a Stipulated Sum*

AGREEMENT made as of the _____ day of _____ in the year Two Thousand Twenty-Six.

BETWEEN the Owner:

Town of Brunswick
336 Town Office Road
Troy, New York 12180

and the Contractor:

Contract #3 Mechanical
Mazone Plumbing & Heating, Inc.
93 Elsmere Avenue
Delmar, New York 12054

for the following Project:

Highway Department Storage Facility
336 Town Office Road
Troy, New York 12180

**The Architect:
architecture+**

Lomonaco & Pitts Architects PC
297 River Street
Troy New York 12180

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**
- 10. SAMPLE INSURANCE CERTIFICATE**

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

- The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

By 15 November 2026.

§ 3.3.2 Not applicable.

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Thirty Thousand Two Hundred Forty-Eight and 00/100 dollars (\$230,248.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 None.

§ 4.3 Allowances, included in the Contract Sum:

| Item | Price |
|--------------------------|-------------|
| Contingency Allowance M1 | \$ 5,000.00 |

§ 4.5 Liquidated damages:

One Thousand dollars (\$1,000) per calendar day for each contract failing to complete their work by the date of substantial completion. These liquidated damages will not be applied to any contract that achieves substantial completion for their contract work by the substantial completion date.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty first (21st) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the thirtieth (30th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;

- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Five percent (5%) of the amount of work completed.

§ 5.1.7.2 Reduction of retainage shall be as follows:

See 5.1.7.3

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

Upon full execution of the Certificate of Substantial Completion for each contract, retainage associated with each contract can be reduced except for twice the value of the items remaining on the Punch List

§ 5.1.8 Not applicable

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows: this item is for discussion

Litigation in a court of competent jurisdiction

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 Not Applicable.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)
TO BE DETERMINED

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)
TO BE DETERMINED

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

| Type | |
|------------------|--|
| Payment Bond | In an amount not less than 100% of the total amount of the Contract amount awarded to the Contractor |
| Performance Bond | In an amount not less than 100% of the total amount of the Contract amount awarded to the Contractor |

Payment and Performance Bonds shall be AIA Document A312, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312, current as of the date of this Agreement.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101-2017, Standard Form of Agreement Between Owner and Contractor
- .2 Sample Certificate of Insurance
- .3 AIA Document A201-2017, General Conditions of the Contract for Construction
- .4 Drawings
As indicated on the Drawing Cover Sheet dated 26 November 2025, inclusive of all modifications made by Addendum 1 and Addendum 2.
- .5 Specifications
As included in the Project Manual dated 26 November 2025, inclusive of all modifications made by Addendum 1 and Addendum 2.
- .6 Addenda:

| Number | Date | Pages |
|------------|------------------|--|
| Addendum 1 | 9 February 2025 | 1 through 4 inclusive of all attachments |
| Addendum 2 | 12 February 2025 | 1 through 3 inclusive of all attachments |

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

RESOLUTION NO. 42, 2026

**TOWN OF BRUNSWICK
REGULAR MEETING**

March 12, 2026

**RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER
INTO CONTRACT #4 FOR THE CONSTRUCTION OF
THE HIGHWAY DEPARTMENT STORAGE FACILITY**

WHEREAS, the Town has previously issued bid specifications relating to the construction of a Highway Department storage facility; and

WHEREAS, four separate bid specifications were issued relating to work for this project:

- Contract #1 (Construction)
- Contract #2 (Plumbing)
- Contract #3 (Mechanical)
- Contract #4 (Electrical); and

WHEREAS, bids were received responding to each of the four separate bid specifications issued by the Town, and said bids were duly opened and examined; and

WHEREAS, in relation to Contract #4 (Electrical) the Town Board has determined that Spring Electric, Inc. has submitted the lowest responsible bid, in the sum of \$248,000.00;

NOW, THEREFORE

BE IT RESOLVED, that the Supervisor is hereby authorized to execute said Contract #4 with Spring Electric, Inc.

RESOLVED, that this resolution shall take effect immediately.

The foregoing Resolution offered by, _____ and
seconded by _____, was duly put to a roll call vote as follows:

| | |
|------------------------------|---------------------|
| COUNCILMAN CIPPERLY | VOTING _____ |
| COUNCILMAN CHRISTIAN | VOTING _____ |
| COUNCILMAN SULLIVAN | VOTING _____ |
| COUNCILMAN BALISTRERI | VOTING _____ |
| SUPERVISOR HERRINGTON | VOTING _____ |

The foregoing Resolution was (was not) thereupon declared duly adopted.

Dated: March , 2026

DRAFT AIA Document A101™ - 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the ____ day of ____ in the year Two Thousand Twenty-Six.

BETWEEN the Owner:
Town of Brunswick
336 Town Office Road
Troy, New York 12180

and the Contractor:
Contract #4 Electrical
Spring Electric, Inc.
93 Blue Factory Road
Averill Park, New York 12018

for the following Project:
Highway Department Storage Facility
336 Town Office Road
Troy, New York 12180

The Architect:
architecture+
Lomonaco & Pitts Architects PC
297 River Street
Troy New York 12180

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

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- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10. SAMPLE INSURANCE CERTIFICATE

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

By 15 November 2026.

§ 3.3.2 Not applicable.

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Forty-Eight Thousand and 00/100 dollars (\$248,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, included in the Contract Sum:

| Item | Price |
|-------------|----------------|
| Alternate I | \$2,500.00 ADD |

§ 4.3 Allowances, included in the Contract Sum:
(Identify each allowance)

| Item | Price |
|--------------------------|-------------|
| Contingency Allowance E1 | \$10,000.00 |

§ 4.5 Liquidated damages:

One Thousand dollars (\$1,000) per calendar day for each contract failing to complete their work by the date of substantial completion. These liquidated damages will not be applied to any contract that achieves substantial completion for their contract work by the substantial completion date.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty first (21st) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the thirtieth (30th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Five percent (5%) of the amount of work completed.

§ 5.1.7.2 Reduction of retainage shall be as follows:

See 5.1.7.3

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

Upon full execution of the Certificate of Substantial Completion for each contract, retainage associated with each contract can be reduced except for twice the value of the items remaining on the Punch List

§ 5.1.8 Not applicable.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows: this item is for discussion

Litigation in a court of competent jurisdiction

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 Not Applicable.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)
TO BE DETERMINED

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)
TO BE DETERMINED

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

Type

| | |
|------------------|--|
| Payment Bond | In an amount not less than 100% of the total amount of the Contract amount awarded to the Contractor |
| Performance Bond | In an amount not less than 100% of the total amount of the Contract amount awarded to the Contractor |

Payment and Performance Bonds shall be AIA Document A312, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312, current as of the date of this Agreement.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101-2017, Standard Form of Agreement Between Owner and Contractor
- .2 Sample Certificate of Insurance
- .3 AIA Document A201-2017, General Conditions of the Contract for Construction
- .4 Drawings
As indicated on the Drawing Cover Sheet dated 26 November 2025, inclusive of all modifications made by Addendum 1 and Addendum 2.
- .5 Specifications

As included in the Project Manual dated 26 November 2025, inclusive of all modifications made by Addendum 1 and Addendum 2.

.6 Addenda:

| Number | Date | Pages |
|------------|------------------|--|
| Addendum 1 | 9 February 2025 | 1 through 4 inclusive of all attachments |
| Addendum 2 | 12 February 2025 | 1 through 3 inclusive of all attachments |

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

RESOLUTION NO. 43, 2026

**TOWN OF BRUNSWICK
REGULAR MEETING**

March 12, 2026

**RESOLUTION AUTHORIZING THE SUPERVISOR TO EXECUTE AN
AGREEMENT WITH ATLANTIC TESTING LABORATORIES FOR SPECIAL
INSPECTIONS AND TESTS RELATING TO THE CONSTRUCTION OF
THE HIGHWAY DEPARTMENT STORAGE FACILITY**

WHEREAS, Michael Bergen, the architect for the Highway Department facility has advised the Town that the State Code requires certain inspections to be made of the Highway Department project being undertaken by the Town and that such inspections must be made by a state-certified inspector; and

WHEREAS, the Town solicited proposals for the provision of these professional services; and

WHEREAS, the Town received proposals from three firms (Atlantic Testing Laboratories, Intertek-MT Group and Terracon Consultants-NY, Inc.), and has concluded that the proposal submitted by Atlantic Testing Laboratories in the sum not to exceed \$28,640.00 provides the best value to the Town; and

NOW, THEREFORE

BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to enter into an agreement with Atlantic Testing Laboratories for the testing services in a sum not to exceed \$28,640.00, pursuant to their proposal dated March 5, 2026.

The foregoing Resolution offered by, _____ and
seconded by _____, was duly put to a roll call vote as follows:

| | |
|------------------------------|---------------------|
| COUNCILMAN CIPPERLY | VOTING _____ |
| COUNCILMAN CHRISTIAN | VOTING _____ |
| COUNCILMAN SULLIVAN | VOTING _____ |
| COUNCILMAN BALISTRERI | VOTING _____ |
| SUPERVISOR HERRINGTON | VOTING _____ |

The foregoing Resolution was (was not) thereupon declared duly adopted.

Dated: March , 2026

Proposal Form for Special Inspections and Tests

**Highway Department Storage Facility
 Town of Brunswick
 336 Town Office Rd, Troy NY 12180**

| DESCRIPTION | Estimated Quantity | Unit Fee | Unit Fee Description | Cost |
|---|--------------------|-----------------------|-------------------------|-----------------------|
| Special Inspector | | | | |
| Earthwork Inspector (Note 3) | 8 | \$780.00 | per full day | \$6,240.00 |
| Earthwork Inspector (Note 3a) | 4 | \$545.00 | per half day | \$2,180.00 |
| Concrete Inspector (Note 4) | 10 | \$715.00 | per full day | \$7,150.00 |
| Concrete Inspector (Note 4) | 4 | \$480.00 | per half day | \$1,920.00 |
| Shop Steel Inspector (Note 6) | 1 | \$1,200.00 | per full day | \$1,200.00 |
| Field Steel Inspector (Note 7) | 2 | \$1,200.00 | per full day | \$2,400.00 |
| Field Steel Inspector (Note 7) | 2 | \$800.00 | per half day | \$1,600.00 |
| Field Ultrasonic Test Welding Inspector (Note 8) | 1 | \$3,000.00 | per full day | \$3,000.00 |
| Laboratory Tests | | | | |
| Earthwork: Modified Proctor Test | 3 | \$280.00 | per test | \$840.00 |
| Concrete: Compressive Tests per ASTM C873 (6 cyl) | 22 sets | \$130.00 | per set of 6 cyl | \$2,860.00 |
| Actual Expense (AE) Subtotal | | | | \$28,190.00 |
| Documentation | | | | |
| Report Preparation (24 hour TAT) and Distribution (pdf by email) (Note 5) | included | included | Included | \$0.00 |
| Final Report (pdf by email and hard copy) | 1 | each | 6 hard copies | \$450.00 |
| TOTAL COST (Not to Exceed) | | | | \$28,640.00 |

NOTES:

- 1 A half day is defined as 0 - 4 hours on site.
- 2 A full day is defined as 4 - 8 hours on site.
- 3 Each full day of earthwork field inspection shall include 16 Nuclear Density Tests (NDTs).
- 3a Each half day of earthwork field inspection shall include 8 Nuclear Density Tests (NDTs).
- 4 Concrete field inspection shall include inspection of rebar placement, review mix design, review batch ticket and perform slump test and temperature test for every truck, cast a set of 6 cylinders for first truck of the day and
- 5 Provide all test results on a 24 hour turnaround time (TAT) basis by email to Owner, Architect, Engineers & Contractor
- ~~6 Shop steel inspection shall include review of welder's certifications, shop practices, visual inspections of: prequalified welds, prebolted connections~~
- 7 Field steel inspection shall include visual inspections of: member placement, erection tolerances, bolted connections, field fillet welds.
- 8 Tested welding inspections shall include ultrasonic testing of all shop or field welds for moment connections
- 9 Sample pickup charge is included in the unit fees above.

Signature: _____
 Firm Name: Atlantic Testing Laboratories
 Proposal by: Emmett J. Dwyer, Group Leader
 Date: March 5, 2026

AGREEMENT
SPECIAL INSPECTION AND CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

This AGREEMENT is by and between

Architecture+
297 River Street
Troy, New York 12180

Herein referred to as "CLIENT" and

Atlantic Testing Laboratories, Limited
6431 US Highway 11
Canton, New York 13617

Herein referred to as "ATL", who agree as follows:

A. **DECLARATIONS:** CLIENT by virtue of the mutual execution of this AGREEMENT retains ATL to provide Special Inspection and Construction Materials Engineering and Testing Services associated with CLIENT's project (herein referred to as the "PROJECT"), and described as follows:

Town of Brunswick Highway Department Storage Facility
336 Town Office Road
Troy, Rensselaer County, New York 12180

B. **SERVICES:** ATL will provide Special Inspection and Construction Materials Engineering and Testing Services for the PROJECT in accordance with the attached Scope of Services.

C. **FEES:** All services provided for the PROJECT will be invoiced in accordance with the attached Fee Schedule.

D. **PAYMENT TERMS:** Invoices will be submitted in accordance with the attached Scope of Services and Fee Schedule for the actual services rendered. Invoices are due when rendered and payable in US dollars. Accounts past due 10 days are subject to a service charge of 1.5% per month or an annual percentage rate of 18%.

E. **CONTRACT DURATION:** This AGREEMENT shall continue in force until ATL has completed its Scope of Services for the PROJECT and has received final payment in full, unless terminated earlier by mutual agreement or as described hereinafter.

F. **STANDARD TERMS AND CONDITIONS:** The attached Standard Terms and Conditions are a part of this AGREEMENT and are incorporated herein by reference.

This AGREEMENT and its attachments represent the complete and final agreement between CLIENT and ATL. All prior negotiations, representations, and understandings are integrated herein. This AGREEMENT may be amended only by written instrument, signed by authorized representatives of both CLIENT and ATL.

This AGREEMENT and its attached Scope of Services, Fee Schedule, and Standard Terms and Conditions are hereby accepted, agreed upon, and signed by an authorized representative of each party.

ACCEPTED BY:

ATLANTIC TESTING LABORATORIES, Limited

ACCEPTED BY:

Architecture+

Signature

Signature

Printed Name and Title

Printed Name and Title

Date

Date

STANDARD TERMS AND CONDITIONS

Definitions.

ATL – Atlantic Testing Laboratories, Limited, with its Corporate Offices located at 6431 US Highway 11, Canton, New York 13617. The firm retained to provide the services under this AGREEMENT.

CLIENT – The Entity or person with whom ATL has entered into this AGREEMENT for the services to be provided under this AGREEMENT.

OWNER – The Entity or person that possesses ownership rights and control over the PROJECT.

2. Right of Entry. CLIENT will provide or arrange for right of entry of the employees, agents, or subcontractors of ATL to perform and complete the work that is the subject of this AGREEMENT.

CLIENT authorizes and/or will coordinate authorization for ATL and/or its representatives to enter and examine the subject property and/or subject building(s) and if applicable, to extract samples for subsequent laboratory analysis, in accordance with the Scope of Services made part of this AGREEMENT.

Further, CLIENT authorizes ATL to make oral and/or written inquiry of appropriate federal, state, and local government agencies or authorities in respect to the services being rendered.

3. Jobsite Activities. In no event shall ATL be responsible or liable for construction means and methods, jobsite superintendence, construction sequencing and/or coordination, or general safety in, on, or about the jobsite.

4. Health and Safety. ATL and its employees, agents, and subcontractors shall be afforded safe access to and on the project site in accordance with all applicable federal and state safety laws and regulations, including, but not limited to, relevant provisions of the OSHA standards. The more stringent of those or any site specific health and safety programs and procedures shall prevail.

In addition to the laws, standards, and regulations above, the OWNER, or CLIENT, as the OWNER's representative, and any agents thereof, including contractors and subcontractors, shall adhere to all applicable safety requirements while within the exclusion zone work area established by ATL.

5. Standard of Care. Services provided by ATL under this AGREEMENT will be performed in a manner consistent with the level of care and skill ordinarily exercised by members of the industry performing similar services using recognized methodologies in the same or comparable locality.

6. Tests, Data, and Reports. In accepting reports of tests, data, and/or observations provided pursuant to this AGREEMENT, CLIENT acknowledges that the extent of ATL's obligation with respect thereto is limited to furnishing of such tests, data, and/or observations which shall not be used by others to determine acceptance of any construction work, nor shall it relieve the contractor in any way from his obligations and responsibilities to conduct the work in conformance with the PROJECT plans and specifications.

7. Ownership and Reuse of Instruments of Service. All data compilation, reports, photographs, and/or drawings produced by ATL as instruments of service, in accordance with this AGREEMENT, shall not be used or reused for unrelated extrinsic purposes by either CLIENT or ATL, without the prior written consent of the other party.

CLIENT agrees to compensate ATL, in accordance with the terms of this AGREEMENT, for all documents and other work produced by ATL as instruments of service. Failure to compensate ATL for services rendered under this AGREEMENT forfeits CLIENT's right to Ownership and use of ATL's instruments of service for any purpose.

ATL shall not be responsible for the interpretation and/or misuse by others of the instruments of services furnished by it. CLIENT agrees to release and hold ATL harmless from and against all claims, damages, losses, and expenses arising from the interpretation and/or misuse by others of instruments of service provided by ATL.

ATL will retain all pertinent records relating to the services performed in accordance with ATL's record retention policy. The records will be made available to CLIENT at all reasonable times, upon written request, and for the cost of retrieval and reproduction.

8. Hidden Conditions. A condition is hidden if it is concealed or is not capable of detection by reasonable visual observation. If ATL recognizes that a hidden condition may exist, ATL will notify CLIENT. ATL shall not be responsible for any costs or liabilities resulting from hidden conditions.

9. Hazardous Wastes. CLIENT shall advise ATL of any known hazardous wastes or hazardous substances existing at or near the site at which ATL is to perform work. If ATL discovers hazardous wastes or hazardous substances after it undertakes the PROJECT, or if ATL discovers the nature or extent of hazardous wastes or hazardous substances differs materially from what CLIENT initially advised, ATL's Scope of Services, Schedule, and Fees made part of this AGREEMENT shall be adjusted, as mutually agreed by CLIENT and ATL.

If reportable quantities of petroleum product and/or chemical contamination are discovered on the PROJECT site during performance of the work tasks described herein, or during any subsequent work completed at the PROJECT site, the appropriate local, state, and/or federal agencies must be notified, as required by law. ATL will make a reasonable attempt to notify CLIENT when reportable quantities are discovered. The OWNER, or CLIENT, as the OWNER's representative, is responsible for providing notification to the proper authorities.

ATL shall have no responsibility for the presence, discovery, handling, removal, or disposal of, or exposure of persons to, hazardous wastes or hazardous substances at the PROJECT site. CLIENT shall indemnify and hold harmless ATL from any liability, loss, damage, or expense arising out of or related to the presence or discovery of hazardous wastes or hazardous substances on the PROJECT site.

The ownership of and responsibility for all contaminated materials, hazardous materials, hazardous wastes, and hazardous substances generated, released, uncovered, transported, and/or collected during the work tasks referred to herein will remain with the OWNER.

10. Limitations of Liability. To the fullest extent permitted by law, CLIENT agrees to limit the liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders for any and all claims, losses, damages, expenses or claim expenses (including attorneys' fees) arising out of this AGREEMENT, from any cause or causes whatsoever, so that the total aggregate liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders shall not exceed ATL's total fee for services rendered under this AGREEMENT, or \$50,000, whichever is greater and regardless of the legal theory under which liability is imposed. Such causes by way of example include, but are not limited to: (a) professional negligence, including errors, omissions, or other professional acts; (b) strict liability; (c) breach of contract; (d) environmental contamination resulting from handling, transport, storage, discharge, dispersal or release of hazardous materials; and (e) including without limitation, CLIENT claims of contribution and indemnification with respect to third-party claims.

ATL will not be responsible for any loss, damage, or liability arising from acts or omissions by the CLIENT or OWNER, or any agents, staff, contractors, or other consultants thereof.

Relevant to ATL services provided under this AGREEMENT, CLIENT shall provide ATL with immediate written notification of event or actions that may result in any liability claims, damages, losses, and expenses.

11. Waiver of Consequential Damages. Notwithstanding any other provision of this AGREEMENT, and to the fullest extent permitted by law, CLIENT and ATL waive incidental, indirect, and consequential damages (such as loss of business, loss of income, lost revenues, lost profits, loss of financing, loss of use, and loss of reputation) for claims, disputes, or other matters arising out of or relating in any way to the PROJECT or to this AGREEMENT. This mutual waiver is applicable, without limitation, to all consequential damages that either party may have incurred or may incur, whether arising in contract, tort (including negligence), warranty, strict liability, equity, or that may arise out of or be asserted as a part of a third-party claim.

12. Insurance. ATL represents that it, together with its agents and staff, are protected by worker's compensation insurance, and that ATL has such coverage under public liability and property damage insurance policies ATL deems to be adequate. Certificates for any such policies of insurance will be provided to CLIENT upon written request.

CLIENT recognizes that ATL's insurance policies may contain certain exclusions, including, but not limited to, those for certain claims arising from the discharge, dispersal, release, or escape of pollutants.

13. Dispute Resolution. If a dispute arises out of this AGREEMENT, CLIENT and ATL agree to pursue resolution through good faith discussion and negotiation or other mutually agreed dispute resolution process, including mediation, before instituting litigation.

In the event legal action is necessary to enforce the payment terms of this AGREEMENT, ATL shall be entitled to collect from CLIENT any judgment or settlement sums due plus reasonable attorney's fees, court costs, and other expenses incurred by ATL for such collection action.

14. Termination. ATL or CLIENT may terminate this AGREEMENT for convenience and without cause. Upon receipt of termination notice, ATL will stop work on all services included in this AGREEMENT. CLIENT shall pay ATL for all services performed up to the date of termination notice, plus reasonable termination expenses and fees. Receipt of final payment is a condition precedent to delivery of instruments of service owed up to the date of termination notice. Upon termination for convenience, the terminating party shall have no further rights or remedies.

In the event of failure by either party to perform in accordance with the terms hereof, either party may terminate this AGREEMENT for cause, upon written notice. Such termination may be rescinded by the terminating party if that substantial failure has been remedied within a reasonable period of time.

15. Delay. Neither CLIENT nor ATL will be liable to perform services provided for under this AGREEMENT when such performance is delayed or prevented by an occurrence beyond the control and without fault or negligence of either CLIENT or ATL.

In no event shall ATL be liable or responsible to the CLIENT, its respective shareholders, directors, officers, employees, consultants, contractors, and agents, or OWNER, for or on the account of any stoppage or delay to the PROJECT resulting from the tests, data, results, and/or findings furnished by ATL through performance of the services under this AGREEMENT.

In the event of PROJECT suspension, or delay for more than three months, ATL may elect to finalize all tests, data compilation, analysis, and reports to complete services performed to the date of suspension or delay. CLIENT agrees to compensate ATL, in accordance with the terms of the agreement, for all services completed and other work produced by ATL as instruments of service.

16. Non-Solicitation. During the term of this AGREEMENT and for a period of twelve (12) months thereafter, neither party will actively recruit, solicit, or otherwise attempt to hire the employees of the other party without prior written consent from the other party. Notwithstanding the foregoing, neither party shall be in default of this provision, as a result of: (a) employment advertising in periodicals of general circulation or other general solicitations that are not specifically targeted at the employees of the other party; or (b) hiring of any employees that responds to any such advertising or other general solicitations or as an unsolicited walk-in candidate.

17. Successor and Assigns. CLIENT and ATL each bind themselves, their partners, successors, assigns, and legal representatives to the other party of this AGREEMENT and to the partners, successors, assigns, and legal representatives of such other party, in respect to all covenants of this AGREEMENT. Neither CLIENT nor ATL shall assign, sublet, or transfer its interest in the AGREEMENT without the written consent of the other.

18. Governing Law and Venue. This AGREEMENT shall be governed and construed in accordance with the laws of the State of New York without regard to any conflicts of law provisions. All claims, disputes, and lawsuits arising out of or in connection with this AGREEMENT shall be resolved or adjudicated in the State of New York.

End of Standard Terms and Conditions

Proposal Form for Special Inspections and Tests

**Highway Department Storage Facility
 Town of Brunswick
 336 Town Office Rd, Troy NY 12180**

| DESCRIPTION | Estimated Quantity | Unit Fee | Unit Fee Description | Cost |
|---|--------------------|----------|----------------------|-----------------|
| Special Inspector | | | | |
| Earthwork Inspector (Note 3) | 8 | \$1,500 | per full day | \$18,000 |
| Earthwork Inspector (Note 3a) | 4 | NA | per half day | NA |
| Concrete Inspector (Note 4) | 10 | \$1,500 | per full day | \$21,000 |
| Concrete Inspector (Note 4) | 4 | NA | per half day | NA |
| Shop Steel Inspector (Note 6) LOCAL | 1 | 0.00 | per full day | \$0.00 |
| Field Steel Inspector (Note 7) | 2 | \$2,200 | per full day | \$8,800 |
| Field Steel Inspector (Note 7) | 2 | NA | per half day | NA |
| Field Ultrasonic Test Welding Inspector (Note 8) | 1 | \$2,500 | per full day | \$2,500 |
| Laboratory Tests | | | | |
| Earthwork: Modified Proctor Test | 3 | \$175 | per test | \$525 |
| Concrete: Compressive Tests per ASTM C873 (6 cyl) | 22 sets | \$25 | per set of 6 cyl | \$3,300 |
| Actual Expense (AE) Subtotal | | | | |
| Documentation | | | | |
| Report Preparation (24 hour TAT) and Distribution (pdf by email) (Note 5) | Included | Included | Included | \$0.00 |
| Final Report (pdf by email and hard copy) | 1 | each | 6 hard copies | NC |
| TOTAL COST (Not to Exceed) | | | | \$54,125 |

NOTES:

- 1 A half day is defined as 0 - 4 hours on site.
- 2 A full day is defined as 4 - 8 hours on site.
- 3 Each full day of earthwork field inspection shall include 16 Nuclear Density Tests (NDTs).
- 3a Each half day of earthwork field inspection shall include 8 Nuclear Density Tests (NDTs).
- 4 Concrete field inspection shall include inspection of rebar placement, review mix design, review batch ticket and perform slump test and temperature test for every truck, cast a set of 6 cylinders for first truck of the day and
- 5 Provide all test results on a 24 hour turnaround time (TAT) basis by email to Owner, Architect, Engineers & Contractor
- 6 Shop steel inspection shall include review of welder's certifications, shop practices, visual inspections of: prequalified welds, prebolted connections
- 7 Field steel inspection shall include visual inspections of: member placement, erection tolerances, bolted connections, field fillet welds.
- 8 Tested welding inspections shall include ultrasonic testing of all shop or field welds for moment connections

Signature: Wendy Asklund
 Firm Name: Intertek-MT Group
 Proposal by: Wendy Asklund
 Date: 3-4-26

Proposal Form for Special Inspections and Tests

**Highway Department Storage Facility
Town of Brunswick
336 Town Office Rd, Troy NY 12180**

| DESCRIPTION | Estimated Quantity | Unit Fee | Unit Fee Description | Cost |
|---|--------------------|-------------|-------------------------|-----------------|
| Special Inspector | | | | |
| Earthwork Inspector (Note 3) | 8 | \$780.00 | per full day | \$6,240.00 |
| Earthwork Inspector (Note 3a) | 4 | \$500.00 | per half day | \$2,000.00 |
| Concrete Inspector (Note 4) | 10 | \$780.00 | per full day | \$7,800.00 |
| Concrete Inspector (Note 4) | 4 | \$500.00 | per half day | \$2,000.00 |
| Shop Steel Inspector (Note 6) | 1 | | per full day | |
| Field Steel Inspector (Note 7) | 2 | \$1,285.00 | per full day | \$2,570.00 |
| Field Steel Inspector (Note 7) | 2 | \$765.00 | per half day | \$1,530.00 |
| Field Ultrasonic Test Welding Inspector (Note 8) | 1 | \$2,050.00 | per full day | \$2,050.00 |
| Laboratory Tests | | | | |
| Earthwork: Modified Proctor Test | 3 | \$360.00 | per test | \$1,080.00 |
| Concrete: Compressive Tests per ASTM C873 (6 cyl) | 22 sets | \$150.00 | per set of 6 cyl | \$3,300.00 |
| Actual Expense (AE) Subtotal | | | | |
| Documentation | | | | |
| Report Preparation (24 hour TAT) and Distribution (pdf by email) (Note 5) | included | included | Included | \$0.00 |
| Final Report (pdf by email and hard copy) | 1 | each | 6 hard copies | \$500.00 |
| TOTAL COST (Not to Exceed) | | | | \$38,660 |

NOTES:

- 1 A half day is defined as 0 - 4 hours on site.
- 2 A full day is defined as 4 - 8 hours on site.
- 3 Each full day of earthwork field inspection shall include 16 Nuclear Density Tests (NDTs).
- 3a Each half day of earthwork field inspection shall include 8 Nuclear Density Tests (NDTs).
- 4 Concrete field inspection shall include inspection of rebar placement, review mix design, review batch ticket and perform slump test and temperature test for every truck, cast a set of 6 cylinders for first truck of the day and
- 5 Provide all test results on a 24 hour turnaround time (TAT) basis by email to Owner, Architect, Engineers & Contractor
- 6 Shop steel inspection shall include review of welder's certifications, shop practices, visual inspections of: prequalified welds, prebolted connections
- 7 Field steel inspection shall include visual inspections of: member placement, erection tolerances, bolted connections, field fillet welds.
- 8 Tested welding inspections shall include ultrasonic testing of all shop or field welds for moment connections

Signature: *Joseph Robichaud, Jr.*
 Firm Name: Terracon Consultants-NY, Inc.
 Proposal by: Joseph Robichaud, Jr.
 Date: 03/06/2026

| | | | | |
|------------------------------------|----|----------|----------|---------|
| Foundation Inspector | 6 | \$890.00 | half day | \$5,340 |
| Sample pick-up (no other services) | 17 | \$250.00 | per trip | \$4,250 |

RESOLUTION NO. 44, 2026

**TOWN OF BRUNSWICK
REGULAR MEETING**

March 12, 2026

**RESOLUTION AUTHORIZING ADDITIONAL WORKING HOURS FOR
THOMAS MARTIN IN THE HIGHWAY DEPARTMENT**

WHEREAS, at the Organizational Meeting, Thomas Martin was appointed as a Seasonal Highway MEO “Heavy” (PT); and

WHEREAS, the Town Highway Department has requested that his authorized hours of employment be increased;

NOW, THEREFORE

BE IT RESOLVED, that Thomas Martin’s employment with the Town Highway Department is confirmed, with his hours limited to 35 hours per week.

The foregoing Resolution offered by, _____ and
seconded by _____, was duly put to a roll call vote as follows:

| | |
|------------------------------|---------------------|
| COUNCILMAN CIPPERLY | VOTING _____ |
| COUNCILMAN CHRISTIAN | VOTING _____ |
| COUNCILMAN SULLIVAN | VOTING _____ |
| COUNCILMAN BALISTRERI | VOTING _____ |
| SUPERVISOR HERRINGTON | VOTING _____ |

The foregoing Resolution was (was not) thereupon declared duly adopted.

Dated: March , 2026